

# **AGENDA**

# OF A REGULAR MEETING OF THE

#### CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING
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

## May 24, 2023 5:00PM – CLOSED SESSION 6:00 PM – REGULAR MEETING

In-Person Meeting Location:

>

Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA If you would like to attend the meeting via Zoom, here is the link:

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

Or One tap mobile: 16699006833,,88457271898#,,,,\*606140#

Or Telephone:

US: +1 669 900 6833 **Webinar ID: 884 5727 1898** 

**Passcode:** 606140

Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de

abajo de la pantalla

• Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:** 

#### o In Real Time:

If participating in real time via Zoom or phone, during the Public Comment Period, use the "raise hand" function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.

#### In Writing:

Written comments may be submitted to the City Council electronically via email to <a href="mailto:cityclerk@coachella.org">cityclerk@coachella.org</a>. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.

- o If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at <a href="www.coachella.org">www.coachella.org</a>, and clicking on the "Watch Council Meetings" tab located on the home page, and then clicking on the "live" button.

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

## **ROLL CALL:**

#### **APPROVAL OF AGENDA:**

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

# PUBLIC COMMENTS (CLOSED SESSION ITEMS):

# **ADJOURN TO CLOSED SESSION:**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)

Title: City Manager

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)

Title: City Attorney

3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager Gabriel Martin; Interim Finance Director William Pattison Unrepresented Employees: City of Coachella Management Employee Compensation Plan

4. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager Gabriel Martin; Interim Finance Director William Pattison Employee Organization: Teamsters Local 1932 Representing Mid-Management Employee

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

# **PLEDGE OF ALLEGIANCE:**

#### **CLOSED SESSION ANNOUNCEMENTS:**

## **PROCLAMATIONS/PRESENTATIONS:**

- 5. Proclamation Recognizing Miguel Navarrete for his Service on the Planning Commission
- 6. Proclamation Recognizing Miguel Leal for his Service on the Planning Commission

<u>7.</u> Proclamation Recognizing May 17, 2023 to be International Day Against Homophobia, Transphobia, Biphobia & Dragphobia

# **CONSENT CALENDAR:**

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

- 8. Meeting Minutes of May 10, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency
- 9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of May 24, 2023, \$2,217,458.50
- 10. Establish the Appropriations Limits for Fiscal Year 2023-24:
  - a) Resolution No. 2023-33 Establishing the Appropriations Limit for the City of Coachella for Fiscal Year 2023-24;
  - b) Resolution No. SD-2023-02 Establishing the Appropriations Limit for the Coachella Sanitary District for Fiscal Year 2023-24;
  - c) Resolution No. FD-2023-02 Establishing the Appropriations Limit for the Coachella Fire Protection District for Fiscal Year 2023-24
- 11. Resolution No. 2023-28, Approving Mid-Year Budget Adjustments for Fiscal Year 2022-23
- 12. Professional Service Agreement with IDS Group to provide Professional Architectural and Engineering Services for the Library Annex Project, City Project F-33.
- 13. Authorize the City Manager to Execute a Professional Services Agreement with Kounkuey Design Initiatives in the Amount of \$48,823.00 for the Preparation of the Displacement Avoidance Plan for the Transformative Climate Communities Round 5 Implementation Grant Program
- <u>14.</u> Resolution No. 2023-37 Summarily Vacating all Right of Way Interest of Said City for Street Easements Located on Assessor Parcel Number 778-081-003
- 15. Development Services Department Quarterly Report
- 16. Tripoli Subordination Agreement
- 17. Initiation of Proactive Historic Preservation Program for the City of Coachella

#### WRITTEN COMMUNICATIONS:

## NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- 18. Resolution No. 2023-29 Approving Ratification of a Four Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Bargaining Unit
- 19. Annual Budget and Organizational Structure for Fiscal Year 2023- 24
  - a) Resolution No. FD-2023-01 Adopting an Annual Budget for the Coachella Fire Protection District for Fiscal Year 2023-24; and
  - b) Resolution No. SD-2023-24 Adopting an Annual Budget and Organizational Structure for the Coachella Sanitary District for Fiscal Year 2023-24; and
  - c) Resolution No. 2023-32 Adopting an Annual Budget and Organizational Structure for the City of Coachella for Fiscal Year 2023-24;
  - d) Resolution No. 2023-WA-2023-01 Adopting an Annual Budget and Organizational Structure for the Coachella Water Authority for Fiscal Year 2023-24
- <u>20.</u> Establishment of an Equity and Social Justice Ad Hoc Subcommittee.
- 21. Introduce Ordinance No. 1201, first reading, revising Municipal Code Title 15 for the purpose of adopting the 2022 California State Building Codes
- 22. Authorizing the City Manager to (1) enter into an Affordable Housing Loan Agreement with Tripoli CIC, LP, for the 108-Unit Mixed-Use Development Project Located at the Northeast Corner of Cesar Chavez Street and Bagdad Avenue (APN # 778-081-003 and 778-081-001) in a Not-to-Exceed Amount of \$13,569,000; and (2) enter into an Agreement to Prepay Special Tax Obligations for CFD 2005-1

#### PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- 23. Community Facilities District (CFD No. 2005-01) Annexation 35 (Tripoli Apartments):
  - a) Resolution No. 2023-34 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 35) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
  - b) Resolution No. 2023-35 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 35 (Tripoli Apartments).
  - c) Resolution No. 2023-36 Canvassing the Results of the Election held within CFD No. 2005-01 (Area No. 35)
  - d) Ordinance No. 1203 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 35 Annexed to Said District (1st Reading)
- <u>24.</u> Tripoli Mixed-Use Project (Third Proposed Revisions)

Third proposed amendment to Conditional Use Permit (CUP) 351 and Architectural Review (AR) 22-04 for the PUD (Planned Unit Development) Overlay Zone guidelines, design revisions and modifications to

conditions of approval for a mixed-use development consisting of 108 apartment units and four retail units on 2.8 acres of vacant C-G (General Commercial) zoned property at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN# 778-081-003 and -001) Applicant: Chelsea Investment Corporation

## **PUBLIC COMMENTS (NON-AGENDA ITEMS):**

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

#### **REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

#### **ADJOURNMENT:**

Complete Agenda Packets are available for public inspection at the City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the City's website <a href="https://www.coachella.org">www.coachella.org</a>.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

# CITY OF COACHELLA CALIFORNIA

Proclamation

**WHEREAS,** Miguel Navarrete, a lifelong resident of Eastern Coachella Valley started his public service at the very young age of 18; and

**WHEREAS**, Miguel, through public service work found his passion for planning, economic development, and collaborating to provide the best services for our community; and

WHEREAS, Miguel enjoys his career working as a long-term substitute teacher at Coachella Valley High School and is a dedicated football and baseball coach for the students in the after-school programs; and

WHEREAS, throughout Miguel's four-year tenure on the Planning Commission, each decision he made was in the best interest of our community. He personally witnessed the remarkable journey of the 6th Street Apartments, from early conceptualization, through the architectural rendering process, and finally materializing into beloved homes for our valued community; and

WHEREAS, Miguel is eagerly looking forward to the future development and growth of Pueblo Viejo, anticipating with great excitement the ongoing progress and expansion of our thriving community; and

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

# Miguel Navarrete

and urge all citizens of the City of Coachella to thank him for his service to our community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 24<sup>th</sup> day of May 2023

Steven A. Hernandez, Mayor City of Coachella, California

# CITY OF COACHELLA CALIFORNIA

Proclamation,

WHEREAS, Miguel Leal attended B. Architecture Woodbury University San Diego CA, where he earned his bachelor's degree in architecture and currently serves as a Project Manager for South West Concepts Inc. (SWC); and

WHEREAS, Miguel returned to the Coachella Valley after college to reside with family and serve the community participating & volunteering in different activities, such as church events, community clean ups and park and site improvements; and

WHEREAS, Miguel served as a Planning Commissioner for the past 4 years; and

WHEREAS, Miguel helped establish goals and policies for directing and managing future growth and development ensuring that architectural and aesthetic elements are incorporated into projects for consistency with the City of Coachella General Plan; and

WHEREAS, Miguel also focused on connecting people to their community and establishing a sense of place; and

WHEREAS, Miguel is currently studying to obtain a (LEED) certification program (Leadership in Energy and Environmental Design) and planning in the future to serve the City of Coachella again on the Planning Commission Board; and

**NOW THEREFORE,** I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

# Miguel Leal

and urge all citizens of the City of Coachella to thank him for his service to our community.

**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 24<sup>th</sup> day of May 2023

Steven A. Hernandez, Mayor City of Coachella, California

# CITY OF COACHELLA CALIFORNIA

Proclamation,

**WHEREAS,** International Day Against Homophobia, Transphobia & Biphobia aims to coordinate international events that raise awareness of LGBT rights violations and stimulate interest in LGBT rights work worldwide; and

WHEREAS, the day also serves as a way to shed light on the issues and discriminations surrounding the Lesbian, Gay, Bisexual, Transgender & Queer Communities; and

**WHEREAS,** IDAHOT was established on May 17<sup>th</sup>, 2004 by Activist Louis-Georges Tin to commemorate the day the World Health Organization removed homosexuality from the International Classification of Diseases list; and

**WHEREAS,** in recent times, the number of Anti-LGBTQ Bills have been popping up throughout the United States from Don't Say Gay in Florida, Denying Gender Affirming Care for Trans Individuals as well as discrimination against Drag Performers; and

WHEREAS, the city of Coachella is a place that recognizes its Lesbian, Gay, Bisexual, Transgender, Queer, Questioning & Intersex residents and shall always be a sanctuary city for the LGBTQIA Community; and

**NOW THEREFORE,** I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize May 17 to be

# International Day Against Homophobia, Transphobia, Biphobia & Dragphobia

and urge all citizens of the City of Coachella to support our LGBTQIA community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 24<sup>th</sup> day of May 2023

Steven A. Hernandez, Mayor City of Coachella, California



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

# **DRAFT MINUTES**

OF A REGULAR MEETING OF THE

CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING
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

May 10, 2023 5:00 PM – CLOSED SESSION 6:00 PM – REGULAR MEETING

In-Person Meeting Location:

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

Coachella City Hall Council Chamber 1515 Sixth Street

Coachella, CA

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

Or One tap mobile: 16699006833,,88457271898#,,,,\*606140#

Or Telephone:

US: +1 669 900 6833 **Webinar ID: 884 5727 1898** 

**Passcode:** 606140

Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de

abajo de la pantalla

• Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:** 

#### o In Real Time:

If participating in real time via Zoom or phone, during the Public Comment Period, use the "raise hand" function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.

#### o In Writing:

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Minutes

## City Council Closed Session and Regular Meeting

May 10 Item 8.

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:00 p.m. by Mayor Hernandez.

#### **ROLL CALL:**

Present: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen, Mayor Pro

Tem Galarza (arrived at 5:01 pm), and Mayor Hernandez

City Treasurer Aviles, attended the Regular Meeting via Zoom

City Clerk Zepeda absent for Closed Session and attended the Regular Meeting via Zoom

### APPROVAL OF AGENDA:

Motion: To approve the Agenda as presented

Made by: Councilmember Figueroa
Seconded by: Councilmember Delgado
Approved: 4-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen, Mayor

Pro Tem, and Mayor Hernandez

NOES: None ABSTAIN: None ABSENT: None

#### **PUBLIC COMMENTS (CLOSED SESSION ITEMS):**

None

#### **ADJOURN TO CLOSED SESSION:**

1. Public Employee Performance Evaluation Pursuant to Government Code Section 54947

Title: City Manager

2. Public Employee Performance Evaluation Pursuant to Government Code Section 54947

Title: City Attorney

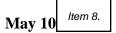
3. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager Gabriel Martin; Interim Finance Director William Pattison

Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees

# Minutes Page 3

# **City Council Closed Session and Regular Meeting**



4. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager Gabriel Martin; Interim Finance Director William Pattison

Employee Organization: Teamsters Local 1932 Representing Mid-Management Employees

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

#### PLEDGE OF ALLEGIANCE:

The City Manager led the pledge of allegiance.

#### **CLOSED SESSION ANNOUNCEMENTS:**

Council met in Closed Session, and direction was given, but no reportable action was taken.

## **PROCLAMATIONS/PRESENTATIONS:**

- 5. Proclamation Presented to Deputy Nevins
- 6. Fibromyalgia Awareness Month
- 7. Lupus Awareness Month
- 8. Presentation on the 2023-2024 Annual Operating Budget

#### **WRITTEN COMMUNICATIONS:**

None.

#### **CONSENT CALENDAR:**

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

- 9. Meeting Minutes of April 26, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency
- 10. Award maintenance agreement to Vintage Landscape for Landscape Maintenance Services for Bagdouma Park Project No. 031623.
- 11. Award maintenance services agreement to Vintage Landscape for Landscape Maintenance Services for City Medians and Downtown 6<sup>th</sup> Street Project No. 031623B.
- 12. Award construction agreement to Desert Concepts Construction Inc. for the Tierra Del Sol Decorative Lighting Improvements Project LL-03-021323.

- 13. Adopt resolution setting a June 14, 2023 public hearing date for Municipal Solid Waste Rates for fiscal year 2023/2024.
- 14. Professional Service Agreement with Michael Baker International to develop a Parcel Map for Avenue 50 Extension Condemnation Parcels, City Project ST-98.
- 15. Adopt Resolution No. 2023-26, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2023-24, Funded by SB 1: Road Repair and Accountability Act.
- 16. Community Facilities District (CFD No. 2005-01) Annexation 32 (Placita Dolores Huerta– Phase 1 Parcel Map No. 37833 Ordinance No. 1202 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (2nd Reading)
- 17. Authorize Transfer of Funds in the Amount Of \$124,626.00 from Measure A to Project S-24, Avenue 48 And Harrison Street Sewer Improvements.
- 18. Approve a contribution to Coachella Valley Association of Governments' CV Housing First program in the amount of \$100,000 for current Fiscal Year 2022-23 and MOU
- 19. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of May 10, 2023, \$3,466,894.56.
- 20. Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for Cannabis Social Equity Consulting Services in a Not-to-Exceed Amount of \$50,000

Motion: To approve all Consent Calendar Items except 11, 12, 18 and 20

Made by: Mayor Pro Tem Galarza

Seconded by: Mayor Hernandez

Approved: 5-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

Mayor Pro Tem Galarza, and Mayor Hernandez

NOES: None ABSTAIN: None ABSENT: None

Motion: To approve Consent Calendar Items 11 and 12

Made by: Mayor Pro Tem Galarza Seconded by: Councilmember Virgen

Approved: 4-0, roll call vote (Mayor Hernandez stepped away at 6:56 p.m., returned after

vote. Therefore did not vote on this item):

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

and Mayor Pro Tem Galarza

NOES: None

# City Council Closed Session and Regular Meeting

Minutes Page 5

May 10 Item 8.

ABSTAIN: None

ABSENT: Mayor Hernandez

Motion: To approve Consent Calendar Item 18

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Galarza Approved: 5-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

Mayor Pro Tem Galarza, and Mayor Hernandez

NOES: None ABSTAIN: None ABSENT: None

Motion: To approve Consent Calendar Item 20

Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Figueroa
Approved: 5-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

Mayor Pro Tem Galarza, and Mayor Hernandez

NOES: None ABSTAIN: None ABSENT: None

#### **NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

21. Approve cooperative agreement for El Grito Event between the City of Coachella, Telemundo and Mexican Consulate in San Bernardino and approve operation of a beer garden at Rancho Las Flore Park for the 2023 El Grito Event

Motion: To approve staff recommendation

Made by: Mayor Pro Tem Galarza Seconded by: Councilmember Virgen

Approved: 5-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

Mayor Pro Tem Galarza, and Mayor Hernandez

NOES: None ABSTAIN: None ABSENT: None Mayor Hernandez stepped away from the Daise at 7:16 p.m. after Item 21 vote and returned after Item 23 vote at 7:55 p.m.

22. Professional Service Agreement with California Waters Development, Inc. to provide Design/Build Construction Services in an amount not to exceed \$46,000 for the design phase and authorize appropriation of \$46,000 from General Fund for the Veteran's Park Splash Pad Project, City Project P-26.

Motion: To approve staff recommendation

Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Figueroa
Approved: 4-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

and Mayor Pro Tem Galarza

NOES: None ABSTAIN: None

ABSENT: Mayor Hernandez

23. Recommend approval of Memorandum of Understanding for Library Operations at the Coachella Library between the City of Coachella and County of Riverside

Motion: To approve staff recommendation with the caveat that all short-term rentals of

existing and future library space uses by an outside organization are approved by

the City Manager. Any long term rentals need Council approval.

Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Figueroa
Approved: 4-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

and Mayor Pro Tem Galarza

NOES: None ABSTAIN: None

ABSENT: Mayor Hernandez

24. City of Coachella Annual Progress Report (APR) to the California Dept. of Housing Community Development

Motion: To approve staff recommendation

Made by: Councilmember Figueroa
Seconded by: Mayor Pro Tem Galarza
Approved: 5-0, unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

Mayor Pro Tem Galarza, and Mayor Hernandez

NOES: None

#### **Minutes**

## City Council Closed Session and Regular Meeting

May 10 Item 8.

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ABSTAIN: None ABSENT: None

#### 25. Pueblo Viejo Downtown Parking Survey Update

Motion: To approve staff recommendation

Made by: Mayor Pro Tem Galarza Seconded by: Councilmember Virgen

Approved: 4-0, unanimous roll call vote (Mayor Hernandez abstained from item and stepped

away at 8:05 p.m. because he owns property in down town, returned at 8:20 p.m.

for council comments):

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen,

and Mayor Pro Tem Galarza

NOES: None

ABSTAIN: Mayor Hernandez

ABSENT: None

## PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

## **PUBLIC COMMENTS (NON-AGENDA ITEMS):**

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

None.

#### **REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

#### **ADJOURNMENT:**

City Clerk

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:35 p.m.

Angela M. Zepeda

Respectfully submitted,

Item 9.

apChkLst 05/16/2023 5:15:18PM

# Check List City of Coachella

Page: 1

Bank	: ewfb EF	T FOR WE	LLS FARGO BANK -				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1325	5/9/2023	54433	WEX ENTERPRISE EXXONMC88677482	4/23/2023	ACC 0496-00-726338-7, 3/24-4	3,982.85	3,982.85
				ΓF	OR WELLS FARGO BANK -SEPA	RATE CHECK:	3,982.85

1 checks in this report.

**Grand Total All Checks:** 

3,982.85

Date: May 9, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

Item 9.

apChkLst 05/17/2023 7:22:05AM

# Check List City of Coachella

Page: 1

Bank	: ewfb EF	T FOR W	ELLS FARGO BANK -					
Check #	Date	<u>Vendor</u>		Invoice	Inv Date	Description	Amount Paid	Check Total
1326	4/25/2023	48066	US BANK	Sta 3/27/23	3/27/2023	ACC XXXX-XXXX-XXXX-0925,	15,760.43	15,760.43
					ſF	OR WELLS FARGO BANK -SEPA	RATE CHECK:	15.760.43

1 checks in this report.

**Grand Total All Checks:** 

15,760.43

Date: April 25, 2023

Interim Finance Director; William B. Pattison

City Manager: Gabriel Martin

apChkLst 05/17/2023 8:50:21AM

# Check List City of Coachella

Page: 1

Bank:	wfb	<b>WELLS</b>	FAF	₹GO	BA	NK
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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116495	5/24/2023	55151	AVILA, GABRIELA	Ref000234963	5/16/2023	UB Refund Cst #00050466	17.02	17.02
116496	5/24/2023	55157	CASTANEDA, ROBERTO	Ref000234972	5/16/2023	UB Refund Cst #00055231	69.68	69.68
116497	5/24/2023	55134	DR HORTON	Ref000234978	5/16/2023	UB Refund Cst #00055844	66.72	66.72
116498	5/24/2023	55135	DR HORTON	Ref000234980	5/16/2023	UB Refund Cst #00055851	85.71	85.71
116499	5/24/2023	55136	DR HORTON	Ref000234981	5/16/2023	UB Refund Cst #00055852	78.80	78.80
116500	5/24/2023	55162	DR HORTON	Ref000234979	5/16/2023	UB Refund Cst #00055847	62.69	62.69
116501	5/24/2023	55154	FOOTHILL PACKING INC	Ref000234966	5/16/2023	UB Refund Cst #00053918	836.75	836.75
116502	5/24/2023	55163	JOHNSON, RICHARD	Ref000234982	5/16/2023	UB Refund Cst #00055992	92.27	92.27
116503	5/24/2023	55150	LERMA, OCAMPO J.	Ref000234962	5/16/2023	UB Refund Cst #00002097	150.93	150.93
116504	5/24/2023	55078	MARISCAL, SALVADOR	Ref000234976	5/16/2023	UB Refund Cst #00055527	3.86	3.86
116505	5/24/2023	55116	PULTE GROUP INC	Ref000234968	5/16/2023	UB Refund Cst #00055133	70.17	70.17
116506	5/24/2023	55117	PULTE GROUP INC	Ref000234970	5/16/2023	UB Refund Cst #00055135	68.44	68.44
116507	5/24/2023	55118	PULTE GROUP INC	Ref000234971	5/16/2023	UB Refund Cst #00055147	71.90	71.90
116508	5/24/2023	55152	PULTE GROUP INC	Ref000234964	5/16/2023	UB Refund Cst #00052506	18.55	18.55
116509	5/24/2023	55155	PULTE GROUP INC	Ref000234967	5/16/2023	UB Refund Cst #00054172	48.01	48.01
116510	5/24/2023	55156	PULTE GROUP INC	Ref000234969	5/16/2023	UB Refund Cst #00055134	41.44	41.44
116511	5/24/2023	55158	PULTE GROUP INC	Ref000234973	5/16/2023	UB Refund Cst #00055259	59.47	59.47
116512	5/24/2023	55159	PULTE GROUP INC	Ref000234974	5/16/2023	UB Refund Cst #00055380	81.03	81.03
116513	5/24/2023	55160	PULTE GROUP INC	Ref000234975	5/16/2023	UB Refund Cst #00055427	45.16	45.16
116514	5/24/2023	55161	PULTE HOMES CO LLC	Ref000234977	5/16/2023	UB Refund Cst #00055603	96.65	96.65
116515	5/24/2023	55153	TAFOLLA, GABRIELA	Ref000234965	5/16/2023	UB Refund Cst #00052790	69.83	69.83

**Sub total for WELLS FARGO BANK:** 

2,135.08

21 checks in this report.

Grand Total All Checks:

2,135.08

Date: May 24, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

apChkLst 05/17/2023 11:23:08AM

# Check List City of Coachella

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Bank	: ewfb EF	T FOR WE	LLS FARGO BANK -					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1327	5/24/2023	54859	AMAZON CAPITAL SERVICES	,1TQF-WK6Y-L3	5/6/2023	50PK PLASTIC COMB BINDIN	49.42	
				1JF7-KWRJ-3FC	5/10/2023	BLACK+DECKER COUNTERT	77.10	126.52
1328	5/24/2023	45929	BECK OIL, INC.	62756CL	4/30/2023	PE4/30 GRAFFITI DEPT FUEL	286.30	
				62691CL	4/30/2023	PE4/30 PARKS DEPT FUEL	222.48	
				62703CL	4/30/2023	PE4/30 VEHICLE MAINT DEPT	277.79	
				62704CL	4/30/2023	PE4/30 SENIOR CNTR FUEL	292.35	
		•		62713CL	4/30/2023	PE4/30 CODE ENF DEPT FUE	843.31	
				62725CL	4/30/2023	PE4/30 SANITARY DEPT FUEL	1,497.65	
				62730CL	4/30/2023	PE4/30 BLDG MAINT DEPT FL	196.16	
				62731CL	4/30/2023	PE4/30 ADMIN DEPT FUEL	34.03	
				62307CL	4/15/2023	PE4/15 ENG DEPT FUEL	86.46	
				62309CL	4/15/2023	PE4/15 LLMD DEPT FUEL	100.14	
				62313CL	4/15/2023	PE4/15 STREETS DEPT FUEL	781.95	
				62315CL	4/15/2023	PE4/15 WATER DEPT FUEL	851.15	
				62318CL	4/15/2023	PE4/15 PARKS DEPT FUEL	313.45	
	·			62333CL	4/15/2023	PE4/15 VEHICLE MAINT DEPT	273.26	
				62334CL	4/15/2023	PE4/15 SENIOR CNTR FUEL	318.52	
				62343CL	4/15/2023	PE4/15 CODE ENF DEPT FUE	467.83	
				62353CL	4/15/2023	PE4/15 SANITARY DEPT FUEL	1,029.29	
				62359CL	4/15/2023	PE4/15 ADMIN DEPT FUEL	93.63	
				62680CL	4/30/2023	PE4/30 ENG DEPT FUEL	154.62	
				62682CL	4/30/2023	PE4/30 LLMD DEPT FUEL	210.07	
				62686CL	4/30/2023	PE4/30 STREETS DEPT FUEL	710.50	

62688CL

10,070.49

1,029.55

4/30/2023 PE4/30 WATER DEPT FUEL

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

Check #	Date	<u>Vendor</u>		Invoice	Inv Date	Description	Amount Paid	Check Total
1329	5/24/2023	43462	BEST BEST & KRIEGER, LLP	963487	4/26/2023	PE3/31, #80237.00868, TRAVE	27,362.06	
				963488	4/26/2023	PE3/31, #80237.00869, AFFOF	5,783.40	
				963489	4/26/2023	PE3/31, #80237.00872, SUCCE	122.40	
				963490	4/26/2023	PE3/31, #80237.00874, CENTF	8,111.15	
				963491	4/26/2023	PE3/31, #80237.00875, MESQI	918.00	
				963492	4/26/2023	PE3/31, #80237.03004, AVE 50	1,924.40	
				963471	4/26/2023	PE3/31, #80237, GENERAL RE	35,184.57	
				963472	4/26/2023	PE3/31, #80237.00211, CODE	795.60	
				963473	4/26/2023	PE3/31, #80237.00231, G. THC	1,016.60	
				963474	4/26/2023	PE3/31, #80237.00240, 52156	2,561.70	
				963475	4/26/2023	PE3/31, #80237.00445, DESEF	5,724.20	
				963476	4/26/2023	PE3/31, #80237.00447, ADV. C	11.50	
				963477	4/26/2023	PE3/31, #80237.00810, LABOF	451.10	
				963478	4/26/2023	PE3/31, #80237.00819, CODE	1,210.20	
				963479	4/26/2023	PE3/31, #80237.00827, LA EN1	825.30	
				963480	4/26/2023	PE3/31, #80237.00835, REAL E	2,325.60	
				963481	4/26/2023	PE3/31, #80237.00844, CHROI	839.95	
				963482	4/26/2023	PE3/31, #80237.00850, FINAN	5,293.80	
				963483	4/26/2023	PE3/31, #80237.00851, GLENF	336.60	
				963484	4/26/2023	PE3/31, #80237.00857, RENEV	4,007.10	
				963485	4/26/2023	PE3/31, #80237.00858, COA W	1,748.50	
				963486	4/26/2023	PE3/31, #80237.00867, ADU O	61.20	106,614.93
1330	5/24/2023	49486	BRC CONSTRUCTION	202310070	4/7/2023	REBUILT PUMP SHED @ WEL	5,712.00	
				202310101	5/10/2023	RPR'D WTR LEAK @ 83620 J/	2,742.00	8,454.00
1331	5/24/2023	43862	BRENNTAG PACIFIC, INC	BPI323221	4/13/2023	APPLIED CREDIT INV #BPI35(	4,691.13	
				BPI326690	4/27/2023	APPLIED CREDIT INV #BPI350	4,645.89	
				BPI326691	4/27/2023	CHEMCHLOR SODIUM HYPO	1,811.16	11,148.18
1332	5/24/2023	53627	CANNON DESIGN, INC.	233230	5/8/2023	PE4/30 FIRE STATION REHAB	12,412.00	12,412.00
1333	5/24/2023	01856	CARROT-TOP INDUSTRIES II	NINV117811	5/3/2023	FLAGPOLE- 25' SATIN ARCHI	3,746.42	
				INV117413	4/25/2023	CLEAT COVER BOX FOR 5" T	912.20	4,658.62
1334	5/24/2023	54673	COMPUTERSHARE CORPOR	1/05272023	5/1/2023	REV REF BONDS SER 19 (CO	273,500.00	273,500.00
1335	5/24/2023	49858	CV PIPELINE CORP.	S3128	4/20/2023	STORM DRAIN MAINT @ LLM	2,065.00	
				S3131	5/1/2023	STORM DRAIN MAINT @ LLM	8,260.00	10,325.00

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

				- 1				
Check #	<u>Date</u>	<u>Vendor</u>		Invoice	Inv Date	Description	Amount Paid	Check Total
1336	5/24/2023	43672	DESERT VALLEY SERVICES	IN601963	4/19/2023	NITRILE GLOVES	112.89	
				601663	4/17/2023	S/O TOWEL KITCHEN	156.25	•
				603159	5/2/2023	LINER 55GL & BAG VACUUM \	294.36	563.50
1337	5/24/2023	00207	GRAINGER INC	9686836819	4/25/2023	DYE TRACER TABLETS	164.71	164.71
1338	5/24/2023	51892	HERC RENTALS, INC.	33484528-005	5/3/2023	4/3-5/3 MSG BOARD RNTLS	1,702.66	
				33540134-002	4/28/2023	3/29-4/28 MSG BOARD RNTLS	1,702.66	3,405.32
1339	5/24/2023	00996	HOME DEPOT	8161595	4/24/2023	SILVER BULLET HOSE 50FT, I	72.76	·
				4074545	4/18/2023	BBGONE SS BIRD SPIKE, CAI	178.13	
				2161523	4/20/2023	DEFIANT 3-PACK FLASHLIGH	78.17	
				6011564	4/26/2023	OATEY SOLDERING KIT, PRE	291.40	620.46
	5/24/2023		MCCALL'S METER SALES & S	SI35732	4/14/2023	CERTIFIED FLOW TEST	80.88	80.88
1341	5/24/2023	54985	MUNISERVICES LLC	INV06-016400	4/24/2023	CLEARVIEW/STARS 2022 SV(	300.00	300.00
1342	5/24/2023	43432	PONTON INDUSTRIES, INC.	26145-49628	4/19/2023	DO SENSOR & T80-S80/S80 A	4,621.63	4,621.63
	5/24/2023		SEDARU, INC.	301-001-08	11/15/2022	DC2021/22 SEDARU SFTWR/S	49,096.96	49,096.96
	5/24/2023		SWIFTCOMPLY US OPCO, IN	ICINV-9035	5/1/2023	JN2023-MY2024 FOG SAAS E	2,573.00	2,573.00
	5/24/2023		UNIVAR SOLUTIONS USA INC		4/18/2023	SODIUM HYPOCHLORITE	11,739.27	11,739.27
	5/24/2023		USA SHADE & FABRIC STRU	C1335477	4/18/2023	SHADE STRUCTURE	1,781.55	1,781.55
1347	5/24/2023	50629	VINTAGE ASSOCIATES, INC		4/24/2023	RMV'D EVENT TRASH @ VET	250.00	
				228852	4/24/2023	RPR'D IRRGTN LINES	200.00	
				228582	3/31/2023	INSTLL'D TREES @ RLF PARI	4,400.00	
				228583	3/31/2023	INSTLL'D IRRGTN VALVE @ C	145.00	
				228585	3/31/2023	INSTLL'D PLANTS @ ETHERA	832.00	
				228586	3/31/2023	RPLC'D IRRGTN VALVES ON	435.00	
				228666	4/15/2023	APR2023 LNDSCPE MAINT @	11,395.00	
				228667	4/15/2023	APR2023 LNDSCPE MAINT @	5,247.00	
				228670	4/15/2023	APR2023 LNDSCPE MAINT @	4,997.90	
				228672	4/15/2023	APR2023 LNDSCPE MAINT @	10,135.00	
				228673	4/15/2023	APR2023 LNDSCPE MAINT @	4,900.00	
				228733	3/31/2023	INSTLL'D DG @ BGDMA/RLF	1,225.00	
				228757	4/10/2023	RMV'D TREES/RPR'D IRRGTN	680.00	
				228837	4/21/2023	INSTLL'D TREES @ VARIOUS	520.00	
				228853	4/24/2023	INSTLL'D NTWRK COMMUNIC	1,380.00	46,741.90

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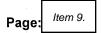
Bank: ewfb EFT FOR WELLS FARGO BANK - (Continued)

Check #	<u>Date</u>	<u>Vendor</u>		Invoice	Inv Date	Description	Amount Paid	Check Total
1348	5/24/2023	49778	WEST COAST ARBORIST, IN	C1-8890	3/29/2023	3/27-28 TREE PRUNE/RMVL @	4,000.00	
				198567	3/21/2023	PE3/21 TREE MAINT @ LLMD	1,872.00	
				198570	3/22/2023	PE3/22 TREE MAINT @ LLMD	2,891.00	
				198571	3/30/2023	PE3/30 TREE MAINT @ LLMD	2,016.00	
				199037	4/18/2023	4/18 PALM TREE PLANTING	2,000.00	
				199067	4/14/2023	PE4/14 TREE MAINT @ LLMD	1,988.00	
				197973	3/15/2023	PE3/15 TREE MAINT @ PARK	5,218.00	
				197991	3/1/2023	PE3/1 TREE MAINT @ LLMD	957.00	
				197992	3/3/2023	PE3/3 TREE MAINT @ LLMD	1,216.00	
				197993	3/7/2023	PE3/7 TREE MAINT @ LLMD	1,234.00	
				197994	3/13/2023	PE3/13 TREE MAINT @ LLMD	1,156.00	
				197995	3/14/2023	PE3/14 TREE MAINT @ LLMD	140.00	
*				198508	4/7/2023	PE4/7 INSTLL'D TREE & MAIN	714.00	
				1-8899	4/3/2023	3/31 FOLIAGE SAMPLES FOR	1,520.00	
				196666	2/15/2023	PE2/15 TREE MAINT @ STRE	6,047.00	32,969.00
1349	5/24/2023	51697	WESTERN WATER WORKS	SI1406942-01	5/1/2023	6H HYD EXT SOLID	153.12	
				1406950-00	5/3/2023	3/4 ANGLE BALL MTR VLV	1,500.75	
				1406937-00	4/27/2023	DI HYD 6H DI CAPS 1-1/8 PEN	3,004.33	
				1406867-00	4/18/2023	3/4"-1" METER KEY 32" TALL	123.98	
				1406945-00	5/3/2023	PIPE BEVELING TOOL	157.47	
				1406905-00	4/20/2023	4FT SS PROBE & 36 MANHOL	246.97	
				1406901-00	4/20/2023		1,228.88	
				1406942-00	4/28/2023		2,265.37	
				1406799-00	4/5/2023	FULL CIRCLE CLAMP	1,331.10	
				1406848-00	4/7/2023	4FT SS PROBE	441.42	
				1406849-00	4/11/2023	MTR BOX LID HOOK & CURB	448.92	10,902.31
1350	5/24/2023	53596	XTREME HEATING AND AIR	2380	4/27/2023	SVC'D A/C UNITS @ SANITAR	1,159.00	
				2382	4/22/2023	SVC'D A/C UNITS @ CORP YA	1,631.90	
				2383	4/22/2023	SVC'D A/C UNITS @ CIVIC CE	1,383.85	
				2384	4/27/2023	RPLC'D COMPRESSOR @ SA	1,500.00	
				2385	4/28/2023	RPLC'D BLOWER MOTOR @	2,500.00	8,174.75
1351	5/24/2023	54719	YUNEX LLC	5610283378	4/28/2023	MAR2023 TRAFFIC SIGNAL M	2,071.50	
				5620042782	4/28/2023	MAR2023 TRAFFIC SIGNAL C.	6,908.00	8,979.50

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Γ FOR WELLS FARGO BANK -SEPARATE CHECK:

620,024.48



Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/24/2023	46835	AIR AND HOSE SOURCE, INC		4/20/2023	PRESSURE WASHER HOSE F	249.04	249.04
116517	5/24/2023		AKEL ENGINEERING GROUP,		4/6/2023	PE3/31 KPCC WATER/SEWEF	7,188.25	7,188.25
	5/24/2023		ALL THE RIGHT CONNECTION		4/25/2023	WE 4/23: MEZA+VALLE	2,934.80	7,100.20
				6959	5/2/2023	WE 4/30: MEZA+VALLE	3,017.60	
				6993	5/9/2023	WE 5/7: MEZA+VALLE	2,364.40	
				6960	5/2/2023	WE 4/30: MEDINA+REYES+SA	3,532.80	•
				6994	5/9/2023	WE 5/7: MEDINA+REYES+SAL	3,532.80	15,382.40
116519	5/24/2023	01436	AMERICAN FORENSIC NURS		4/19/2023	APR2023 BLOOD DRAWS+TA	255.24	255.24
	5/24/2023		ARAMARK UNIFORM SERVIC		4/30/2023	PE4/30 UNIFORMS	122.68	200.24
110020	0,2 ,,2020	12001	7 II O III O III O III O II II O II II O II II	APR2023	4/30/2023	PE4/30 UNIFORMS, MATS & T	3,066.52	
				APR2023 CC	4/30/2023	PE4/30 MATS & MOPS	640.32	
				APR2023 SAN	4/30/2023	PE4/30 UNIFORMS, MATS & C	1,051.07	4,880.59
116521	5/24/2023	43570	ASCAP	2023	4/20/2023	2023 ANNUAL FEE (ACC #500	432.27	432.27
	5/24/2023		BIO-TOX LABORATORIES	44224	4/17/2023	3/13 LAB SERVICES	849.98	432.21
110022	0,2 1,2020	00000	BIO TOX EXECUTION CONTEC	44225	4/17/2023	3/13 LAB SERVICE	51.55	901.53
116523	5/24/2023	55147	BRICENO, EDUARDO L.	Fee Refund	5/10/2023	CONDITIONAL USE PERMIT F	3,857.00	3,857.00
	5/24/2023		C.V. CONSERVATION COMMIS		4/19/2023	MAR2023 LDMF MULTI-SPECI	71,992.80	71,992.80
	5/24/2023		CACEO	200025188	5/11/2023	8/14 MODULE ONE: J. NAVAR	1,000.00	1,000.00
	5/24/2023		CBE OFFICE SOLUTIONS	IN2620539	5/5/2023	ACC CC3502, COLOR COPIEF	843.99	843.99
	5/24/2023		CDW GOVERNMENT, INC.	JJ11030	5/1/2023	HP COLOR LASERJET PRO N	399.20	043.99
110027	3/24/2023	02040	ODVV GOVERNMENT, INC.	JJ46587	5/1/2023	SW ESSENTIAL PROTECT ST	3,429.00	
				JL34981	5/5/2023	BITDEF MGD DECT+RESP AC	20,710.00	
				JJ96021	5/2/2023	MSI MODERN 15 17-1195G7	1,088.68	
							•	
				JK53828	5/3/2023	BELKIN USB-C/GIGABIT ENET	67.82	04.450.04
116500	E/24/2022	55024	CITY ADVISORS	JK54463	5/3/2023	ARUBA 5406R 8XGT POE+/8S	8,758.64	34,453.34
110028	5/24/2023	55024	CITY ADVISORS	2023-010	5/1/2023	PE4/30 ZONING CODE AMND	2,185.00	2,185.00

Bank	: wfb WE	LLS FARGO	D BANK (Continued	i)				!
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116529	5/24/2023	53220	COACHELLA ACE HARDWAR	E5238/1	4/3/2023	HASP SWVL STPL 3" ZN	11.41	
				5239/1	4/3/2023	VALVE JARTOP 1" PGV, ETC	61.95	
				5293/1	4/12/2023	WRENCH PIPE 18", DSP GLO'	238.76	*
				5083/1	2/28/2023	ROLLER FRAME 4", ACE BES"	59.71	
				5275/1	4/11/2023	CM SCKT	16.30	
				5318/1	4/18/2023	CORD EXTN & CONNECTR AI	53.80	
				5327/1	4/19/2023	TAPE MEASURE POCKET & T	349.04	•
				5340/1	4/24/2023	WIRE STEEL PC 18GA 50FT 8	39.10	
				5341/1	4/24/2023	MISC FASTENERS	7.79	
				5349/1	4/25/2023	BIT COUNTERSINK 3PC SET,	54.34	
				5360/1	4/27/2023	SAND MIX QUIKRETE, TAPPE	24.40	
				5361/1	4/27/2023	GROUT BAG BLU-TIP & GAUC	20.64	
				5362/1	4/27/2023	SNAP 2 END BOLT IRON	42.35	
				5370/1	5/1/2023	GREASE BUCKET, GREASE S	30.96	
				5191/1	3/24/2023	ROUNDUP REFILL	43.48	
				5342/1	4/24/2023	DRY LUBRICANT, SPIRAL SCI	48.44	
				5344/1	4/25/2023	SILICONE II K&B, SAND MIX C	58.67	1,161.14
116530	5/24/2023	55143	CODELATHE TECHNOLOGIES	SFC-33449	5/2/2023	FILECLOUD SERVER	2,592.00	2,592.00
116531	5/24/2023	44959	COMPUTER CONSULTANTS,	136587	5/3/2023	10TB HARD DRIVE	1,291.95	1,291.95
116532	5/24/2023	52375	CORE & MAIN LP	S686362	4/17/2023	ADJ HYDRANT WRENCH, ET(	219.33	219.33
116533	5/24/2023	00749	COUNTY OF RIVERSIDE	SH0000043006	5/1/2023	3/9-4/5 LAW ENFORCEMENT	10,904.80	
				SH0000043005	5/1/2023	3/9-4/5 LAW ENFORCEMENT	723,963.31	
				SH0000043010	5/2/2023	FY22/23 FACILITY EXPENSES	187,342.08	922,210.19
116534	5/24/2023	09650	CVAG	Mar2023	4/19/2023	MAR2023 TUMF FEES	122,400.00	
				CV23130-23	5/1/2023	PE1/28 ATP- ARTS AND MUSI	1,271.29	123,671.29
116535	5/24/2023	09950	CVWD	Apr 2023	5/2/2023	CN 332543, APR2023 WELL R	43,520.99	43,520.99
116536	5/24/2023	02115	CWEA	PS-4/30/23	4/27/2023	MBRSHP RNWL: P. SUSTAITA	202.00	
				RH-6/30/23	5/2/2023	6/30 CERT RNWL CSM4: R. H	110.00	312.00
116537	5/24/2023	50103	D&H WATER SYSTEMS	12023-0519	4/17/2023	DETERGENT ADDITIVE	267.49	267.49
116538	5/24/2023	54602	DE FRANCISCO SHEK, ANDR	RE23011	5/11/2023	TABLECLOTH AND USB DIGIT	300.00	300.00
116539	5/24/2023	54135	DEL VALLE INFORMADOR IN	C2022-250	11/9/2022	NOV2022 AD: HOME ENHANC	720.00	720.00
116540	5/24/2023	12870	DEPARTMENT OF JUSTICE	657427	5/5/2023	APR2023 BLOOD ALCOHOL A	140.00	140.00
116541	5/24/2023	00118	DEPARTMENT OF TRANSPO	RSL230770	4/18/2023	JAN-MAR2023 TRAFFIC SIGN	4,337.77	4,337.77



Bank: wfb WELLS FARGO BANK (Continued) Inv Date Description Check # Date **Amount Paid** Vendor Invoice **Check Total** DESERT ELECTRIC SUPPLY \$3065084.001 116542 5/24/2023 01089 4/11/2023 FIBERSNAKE RODDER 693.81 S3068458.001 4/11/2023 SYL LU100/ECO ED23-1/2 MO 413.32 4/11/2023 S3068458.002 SYL LU200/ECO CLR E18 MO( 45.49 S3077815.001 4/4/2023 LED FLOOD LIGHT FIXTURE 146.64 4/4/2023 S3077822.001 **KLEIN 94155** 50.18 S3077822.003 4/6/2023 INT-MAT WP7000BR 1G WP C 172.16 S3082389.001 4/18/2023 LEV GFWT1-W 15A RECEPTA 334.25 1.855.85 116543 5/24/2023 54275 DESERT HOSE AND SUPPLY 25837 4/11/2023 2IN PVC SUCTION HOSE 66.39 2IN PVC SUCTION HOSE, ET( 26234 4/26/2023 120.57 26076 4/19/2023 3IN PVC DISCHARGE HOSE, I 290.53 477.49 116544 5/24/2023 47952 7302 DESERT LIVE SCAN 2/28/2023 FEB2023 EMPLOYEE FINGER 75.00 75.00 116545 5/24/2023 55148 DESERT PRESCHOOL ACADERefund 5/9/2023 DEPOSIT REFUND- 5/6 RLF S 500.00 500.00 116546 5/24/2023 53007 **DESERT PROMOTIONAL &** 92576 4/19/2023 AUTO SHADES, FIDGET POPI 8.096.44 8.096.44 116547 5/24/2023 42442 **DIRECTV** 018084532X230 4/26/2023 4/25-5/24 BUSINESS ENT PAC 307.12 307.12 116548 5/24/2023 52568 EGAN CIVIL, INC. 21888 4/25/2023 APR2023 BGDMA PARK BASK 1.507.50 1,507.50 116549 5/24/2023 49635 EISENHOWER MEDICAL CEN Mar 2023 4/11/2023 AC #700000133, MAR2023 SV 550.00 550.00 116550 5/24/2023 47748 EISENHOWER OCCUPATION 139862 5/2/2023 APR2023 SVCS: M. NAVARRE 35.00 35.00 116551 5/24/2023 55149 4/25/2023 ELDER LOVE USA, INC. 2023 COMMUNITY BASED GRANT 1,000.00 1,000.00 116552 5/24/2023 36050 EMPLOYMENT DEVELOPMENL1377916816 5/1/2023 AC 944-0806-9, JAN-MAR2023 496.00 496.00 116553 5/24/2023 52416 **EVENTSCAPE INTERNATIONAMOBIUS2023C** 4/26/2023 MOBIUS PARTNER SPONSOF 2.500.00 2.500.00 116554 5/24/2023 44713 FARMER BROTHERS CO. 95673420 4/21/2023 COFFEE, CREAMER & CUPS 598.71 COFFEE, CREAMER, JAVA JA 95673489 5/9/2023 393.79 992.50 116555 5/24/2023 51604 **FRONTIER** 3915237-MY23 5/1/2023 760/391-5237, 5/1/23 454.06 3919448-AP23 4/20/2023 760/391-9448, 4/20/23 191.40 4/25/2023 3982369-AP23 760/398-2369, 4/25/23 74.80 3987456-AP23 4/24/2023 760/398-7456, 4/24/23 111.22 3988734-MY23 5/1/2023 760/398-8734. 5/1/23 112.03 4/20/2023 3982508-AP23 760/398-2508, 4/20/23 111.22 3983133-MY23 5/1/2023 760/398-3133, 5/1/23 112.03 4/21/2023 3983680-AP23 760/398-3680, 4/21/23 111.22 1.277.98 116556 5/24/2023 51494 GARDA CL WEST, INC. 20564994 4/30/2023 APR2023 EXCESS ITEM/PREM 98.76 5/1/2023 10738131 MAY2023 ARMORED TRANSP 1.143.80 10738137 5/1/2023 MAY2023 CASHLINK MAINTEN 1,424.21 2,666.77 116557 5/24/2023 53222 **IMPACT RIVERSIDE COUNTY 1185** 4/3/2023 RIV. COUNTY INNOVATION M 1,000.00 1,000.00



Bank	: wfb WE	LLS FARGO	BANK	(Continued	)				:
Check #	Date	<u>Vendor</u>		·	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/24/2023		IMPERIAL IRRIGAT	ON DISTR		2/2/2023 5/3/2023 5/2/2023 5/2/2023 5/2/2023 5/2/2023 5/5/2023 5/5/2023 5/5/2023 5/5/2023 5/5/2023 5/5/2023 5/5/2023 5/5/2023	AC50035560, 12/30-1/30, ST LI AC50035560, 3/30-4/27, ST LIC AC50035755, 3/29-4/26, PUMP AC50371785, 3/30-4/27, LIFT & AC50408460, 3/29-4/26, WELL AC50434217, 3/29-4/26 AC50459795, 3/29-4/26 AC50035836, 4/5-5/3, WELL #1 AC50217597, 4/5-5/3 AC50387122, 4/5-5/3, SEWER AC50487676, 4/5-5/3, LIFT ST/AC50509172, 4/5-5/3, CORP Y/AC50705542, 4/5-5/3, PERMIT AC50459796, 3/29-4/26 AC50459819, 3/29-4/26	22,825.41 23,681.87 5,405.54 489.33 10,983.17 44.61 47.80 45.79 49.47 40,982.60 16.19 1,946.11 1,617.71 119.19 41.44	CHECK TOTAL
					50522793-AP23 50705544-AP23 50872970-MA/A	5/2/2023 5/5/2023	AC50522793, 3/29-4/26, SCAD AC50705544, 4/5-5/3, PERMIT AC50872970, 3/13-4/12	54.96 189.93 43.13	108,584.25



heck #	Date	Vendor		Invoice	Inv Date	Description	<b>Amount Paid</b>	Check Tota
	5/24/2023	45108	IMPERIAL SPRINKLER SUPPL	`0010178095-001			52.45	
	5/L 1/L020	10100	WIN ELWARD THE THE TENED TO THE	0010205160-002		UTILITY PUMP W/ HOSE, IPS	551.96	
				0010278323-001		PINK MARKING FLAGS	28.28	
				0010365867-001		RB DRIP TUBE BLANK	-58.90	
				0010377858-001		RB 5004 PC ROTOR W/ SAM	216.34	
				0010383859-001		RB 1800 POP-UP W/ SAM & P	690.65	
						4 STA CONTROLLER INDOOR	81.32	
				0010412908-001			697.36	
				0010425658-001			342.41	
				0010458969-001		•	22.03	
				0010528805-001		HUDSON PRO POLY SUPER S	114.16	
				0010117833-002			144.58	
				0010185591-001		NDS MINI CHANNEL GRATE	938.97	
				0010236665-001			119.89	
			0010265664-001		•	21.98		
			0010262801-001		·	153.89	1	
						HUNTER 2" PRO PLST GLOBI	82.00	
						RB PE-PLASTIC VALVE	93.45	
						HUNTER SINGLE STA BATT C	183.49	4,476.3
116560	5/24/2023	53801	INFOSEND, INC.	234450		APR2023 UTILITY BILLING SV	4,662.54	4,662.5
	5/24/2023		JERNIGANS SPORTING GOO			4/28 EMPLOYEE WORK BOO	456.73	456.7
	5/24/2023		KONICA MINOLTA			BIZHUB C454E, 1515 6TH ST,	212.07	212.0
	5/24/2023		LAMAR OF PALM SPRINGS	114702318		4/17-5/14 ROTARY POSTER A	845.45	212.0
	0,2 ,,2020	.0001		114702320			1,236.00	2,081.4
116564	5/24/2023	53626	LARA, JANETH	Trvl Exp 4/3-5	5/11/2023		143.00	143.0
	5/24/2023		LOPES HARDWARE	000109	4/18/2023	,	612.57	110.0
	0,2 ,,2020	_ 1000		000209	5/15/2023	•	70.68	683.2
116566	5/24/2023	47431	MASTER METER INC.	257409	3/17/2023		2,150.00	2,150.0
	5/24/2023		MEREDITH & SIMPSON CONS		4/28/2023		5,783.12	2,100.0
	0,2 ,,2020			230509	5/8/2023	RPR'D WELL PUMP MOTOR (	5,748.87	11,531.9
116568	5/24/2023	47192	O'REILLY AUTO PARTS	2855-148101	4/17/2023		7.29	11,001.0
			5	2855-148488		STR WHL CVR & 4PCFM RUB	59.79	
				2855-148674	4/19/2023		3.80	
				2855-150739		OIL FILTER	11.51	
				2855-151256		AIR FILTER	15.50	97.8

Bank: wfb WELLS FARGO BANK (Continued)								
Check #	Date	<u>Vendor</u>		Invoice	Inv Date	Description	Amount Paid	Check Total
116569	5/24/2023	01736	PALM SPRINGS PUMP, INC.	23-4753	4/27/2023	INSTLL'D HP BURKS IRRGTN	4,443.00	4,443.00
116570	5/24/2023	49989	PAUL ASSOCIATES	86606	3/16/2023	BUSINESS CARDS: A. RUIZ (II	136.93	
				86629	3/29/2023	BUSINESS CARDS: J. DIAZ	139.17	276.10
116571	5/24/2023	02028	PETE'S ROAD SERVICE, INC.	23-0666759-00	4/25/2023	FLAT REPAIR	37.61	
				23-0667082-00	4/26/2023	FLAT REPAIR	37.61	
				23-0667174-00	4/27/2023	FLAT REPAIR	65.23	140.45
	5/24/2023		PLAZA TOWING INC.	23-0409-23242	5/4/2023	4/9 TOWING: AV52/CESAR CH	181.00	181.00
	5/24/2023		PRECISION BACKFLOW	PBF161999	4/16/2023	INSTLL'D BACKFLOW @ AVE	1,495.00	1,495.00
116574	5/24/2023	42759	PROPER SOLUTIONS, INC.	14611	4/21/2023	WE 4/21: L. ARELLANO	757.88	
				14641	4/28/2023	WE 4/28: L. ARELLANO	705.00	1,462.88
	5/24/2023		QUINN COMPANY	PCA30022746	4/12/2023	ENG OIL FILTER	16.13	16.13
116576	5/24/2023	52470	R & R TOWING	57903	4/7/2023	4/7 TOWING: 51339 CESAR C	316.75	
				57963	4/18/2023	4/18 TOWING: 54684 HARRIS	402.50	
				57966	4/18/2023	4/18 TOWING: 52250 AVE MAI	316.75	
				57967	4/18/2023	4/18 TOWING: 45625 CITRUS	427.00	
				57969	4/21/2023	4/21 TOWING: 84501 VERACF	316.75	
				59052	4/26/2023	4/26 TOWING: 82165 DR CAR	271.50	
				59053	4/26/2023	4/26 TOWING: HWY 111/INDIC	271.50	2,322.75
116577	5/24/2023	44510	RAIMI & ASSOCIATES, INC.	23-5733	4/28/2023	MAR2023 GENERAL PLAN AM	1,811.51	
				23-5741	5/15/2023	APR2023 ZONING CONSISTE	25,176.26	26,987.77
	5/24/2023		REIGN INDUSTRIES INC.	RI 2301 CWA	4/20/2023	INSTLL'D VFD & SOFT START	27,270.50	27,270.50
116579	5/24/2023	54500	RELIABLE TRANSLATIONS CO	C24748	5/3/2023	5/3 PLANNING COMM MTG S\	686.00	
				24751	5/3/2023	5/3 DOCUMENT TRANSLATIO	75.00	
				24755	5/3/2023	5/3 DOCUMENT TRANSLATIO	88.16	
				24814	5/8/2023	5/8 ZONING CONSISTENCY U	162.00	
				24684	4/26/2023	4/26 CC MTG SVCS	735.00	
				24850	5/11/2023	5/11 DOCUMENT TRANSLATION	75.00	1,821.16
	5/24/2023		RIVERSIDE COUNTY LATINO	Refund	5/9/2023	DEPOSIT REFUND- 5/6 VETEI	300.00	300.00
	5/24/2023		ROBERT HALF	61978052	5/9/2023	WE 5/5: L. ALBONICO	1,832.77	1,832.77
	5/24/2023		ROSETTE, JOSE	Edu Reimb	5/9/2023	GRD D2- WTR DISTRIBUTION	80.00	80.00
116583	5/24/2023	52991	S & D CAR WASH MANAGEM	EARB158364	3/31/2023	MAR2023 CAR WASH SERVIC	223.68	
				ARB160675	4/30/2023	APR2023 CAR WASH SERVIC	265.62	489.30



Bank: wfb WE	LLS FARG	O BANK (Continue	(Continued)				
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116584 5/24/2023	35450	SOCALGAS	1500 6th-AP23	4/26/2023	AC 020 678 1257 4, 3/24-4/24	26.62	
			1515 6th-AP23	4/26/2023	AC 031 523 3700 6, 3/24-4/24	58.87	:
			1540 7th-AP23	4/26/2023	AC 008 423 3900 4, 3/24-4/24	128.06	!
			84626Bag-AP23	4/26/2023	AC 153 323 6215 9, 3/24-4/24	32.04	•
			87075Av54-AP2	4/26/2023	AC 123 573 5834 5, 3/24-4/24	4.45	1
			BagPool-AP23	4/26/2023	AC 069 323 6500 7, 3/24-4/24	15.29	265.33
116585 5/24/2023	35430	SOUTH COAST A.Q.M.D.	4163879	4/18/2023	ID 178961, FY22/23, EMISSION	151.85	•
			4161220	4/18/2023	ID 178961, REF #G34904, ELE	468.76	
			4163880	4/18/2023	ID 178962, FY22/23, EMISSION	151.85	
			4161221	4/18/2023	ID 178962, REF #G34903, ELE	468.76	:
			4166155	4/18/2023	ID 98112, FY22/23 AQMD FEE	153.23	
			4168278	4/18/2023	ID 148143, FY22/23 AQMD FEI	153.23	1,547.68
116586 5/24/2023	47319	SPARKLETTS	9467308 042423	4/24/2023	MAR2023 WATER @ SANITAF	150.84	150.84



(Continued) Bank: wfb WELLS FARGO BANK Check # Date Vendor Inv Date Description **Amount Paid Check Total** Invoice 116587 5/24/2023 52595 STAPLES BUSINESS CREDIT 7375205589-1-1 3/15/2023 LGL SIZE HARDBOARD CLIPE -14.88 7373327139-0-3 3/7/2023 RENEGADE RIGHT L-SHAPE[ 2.090.49 7375842195-0-1 4/11/2023 HP62 COMBO 45.54 7607951050-0-1 4/13/2023 AVY LSR LBL 6UP, BRWN KRI 73.16 7608347200-0-1 4/24/2023 3 RING 4IN LEGAL BINDER 99.47 7608376195-0-1 4/26/2023 INDEX GD 14X8.5 8TAB CR 42.38 7608376195-0-2 4/24/2023 FASHN CORK BOARD 36X24 I 73.94 7608376195-0-3 4/20/2023 FOLDER HGING REINF LTR. F 226.67 7608376195-5-1 4/25/2023 FOLDER HGING REINF LTR. F 226.67 7608378702-0-1 4/24/2023 CUST SELF INK STAMP 26.18 7608378702-0-2 4/20/2023 **READY INDEX A-Z COLOR** 5.32 7375764084-0-1 4/10/2023 HP564XL HY BLK/564 STD CN 295.87 7374778160-0-1 3/7/2023 FABULOSO AP CLNR LAVN RI 57.52 7375205589-0-1 3/14/2023 LGL SIZE HARDBOARD CLIPE 167.21 7606833124-0-1 3/22/2023 DURACELL 9V BATTERY, LTR 107.37 7608634652-0-1 4/24/2023 SHARPIE GEL .7MM BLUE, ET 137.44 7608754568-0-1 4/25/2023 STAPLES 8.5X11 COPY CS, E 149.96 7608754568-0-5 4/25/2023 SHARPIE CLEARVIEW TANK 27.25 7608777055-0-1 4/26/2023 **HEAVY DUTY VIEW BINDER 2** 52.13 7608851106-0-1 4/26/2023 SPLS 8.5X11 3 HOLE MUL 20/9 56.04 7608970723-0-1 4/28/2023 TR DRAWER ORG 3 PIECE SI 64.61 7375927692-0-3 4/13/2023 BRITE LINER GRIP DOZEN YE 19.99 7375937034-0-1 4/13/2023 **ESSENTIALS BLK MSH & FBR** 399.74 7608094049-0-2 4/17/2023 SPLS 8.5X11 REC COPY CS 159.83 7608163706-0-1 4/18/2023 KNIFE PLY HVY DNS WE. ETC 132.16 7375902558-0-1 4/13/2023 VARTAN GAMING CHAIR 228.35 7375927692-0-1 4/13/2023 TR ALL-IN-ONE ORG MESH B 275.21 7375927692-0-2 4/21/2023 **CORKBOARD 48X36 MAHOG** 152.13 7608094049-0-1 4/17/2023 SWL OPTIMA COMPACT STPI 58.14 7608869625-0-1 4/26/2023 STD VIEW BINDER 1IN BLK. E 71.69 5,507.58 116588 5/24/2023 00102 SUNLINE TRANSIT AGENCY INV06857 4/30/2023 APR2023 CNG FUEL 1,024.63 1,024.63 116589 5/24/2023 36300 **SWRCB FEES** SW-0265451 4/5/2023 #7 33I023161, 4/1-3/31/24; 870 1,738.00 1,738.00 116590 5/24/2023 54550 TBU INC. 48895 4/11/2023 4/7 EMRGNCY WTR LEAK RP 7,949.66 48789 3/13/2023 3/10 EMRGNCY WTR LEAK RI 13,585.34 21,535.00

Bank: wfb WELLS FARGO BANK (Continued)									
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total	
116591	5/24/2023	37600	THE DESERT SUN	0005566072	4/30/2023	APR2023 PUBLISHED ADS	1,012.00		
				0005491910	3/31/2023	MAR2023 PUBLISHED ADS	4,679.40	5,691.40	
116592	5/24/2023	48152	TKE ENGINEERING, INC.	2023-221	4/23/2023	2/1-3/31 ENGINEERING SVCS	190.00	·	
				2023-222	4/23/2023	PE3/31 PLNCK, CVHC VILLA V	5,997.60		
				2023-223	4/23/2023	PE3/31 PLNCK, MARIPOSA PC	420.00	:	
				2023-224	4/23/2023	PE3/31 PLNCK, TRACT 38072	857.00		
				2022-929	12/5/2022	4/1/21-10/31/22 ENGINEERING	10,360.00	17,824.60	
116593	5/24/2023	50627	TOP SCALE, INC.	66051	4/21/2023	4/18 THERMOMETER CALIBR	332.00	332.00	
116594	5/24/2023	38250	TOPS N BARRICADES	1099554	4/11/2023	ROLOTAPE MEASURING WHI	174.82	•	
				1099673	4/18/2023	MESH CLASS II LIME W/ SLV,	135.94		
				1099842	4/27/2023	HARD HAT SHADE YELL STO	47.63	4	
				1099557	4/11/2023	MARKING STICK, SPOT MARI	64.60		
				1099594	4/13/2023	CMS WANCO MINI READER E	17,427.19	17,850.18	
116595	5/24/2023	52204	TPX COMMUNICATIONS	169562910-0	4/16/2023	AC33325, 4/16-5/15	4,668.59	4,668.59	
116596	5/24/2023	38800	UNDERGROUND SERVICE AL	320230117	4/1/2023	MAR2023- 91 NEW TICKETS+	169.25		
				22-2303678	5/1/2023	CA STATE FEE FOR REGULAT	33.73		
				420230116	5/1/2023	APR2023- 67 NEW TICKETS+I	127.25	330.23	
116597	5/24/2023	47102	URBAN FUTURES, INC.	CD-2022-020	4/20/2023	FY2022 DISCLOSURE & COM	15,100.00	15,100.00	
116598	5/24/2023	43751	USA BLUEBOOK	343566	4/20/2023	PACKING TOOL SET W/ STOF	160.89	160.89	
116599	5/24/2023	39640	VALLEY LOCK & SAFE	179808	4/27/2023	LOCKS	167.86		
				180569	4/19/2023	INSTLL'D CYBER CYL, ETC	954.00	1,121.86	
	5/24/2023		VERIZON CONNECT NWF, IN	(OSV0000030481	5/1/2023	APR2023 GPS MONITORING (	1,068.54	1,068.54	
116601	5/24/2023	44966	VERIZON WIRELESS	9933796492	5/1/2023	AC371867190-00002, 4/2-5/1	272.54	272.54	
116602	5/24/2023	01732	WAXIE SANITARY SUPPLY	81631662	4/10/2023	BRUTE QUIET DOLLY, 55GAL	265.60	265.60	
116603	5/24/2023	53200	WEST CALI PLUMBING	1432	4/3/2023	INSTLL'D 2" PRESSURE REGI	1,160.00		
				1433	4/3/2023	INSTLL'D TRAP PRIMER @ SE	450.00		
,				1447	4/20/2023	INSTLL'D WTR HEATER EXPA	550.00	2,160.00	
116604	5/24/2023	42100	ZUMAR INDUSTRIES INC	99247	4/14/2023	NO ILLEGAL DUMPING SIGNS	536.88	·	
				99384	4/19/2023	30" HD ANCHOR FOR 2" SQ T	2,213.49		
				99484	4/28/2023	SPEED LIMIT SIGNS, ETC	2,288.26	5,038.63	
						Sub total for WELLS	FARGO BANK:	1,575,555.66	

114 checks in this report.

**Grand Total All Checks:** 

2,195,580.14

Date: May 24, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** William B. Pattison, Finance Director

**SUBJECT:** Establish the Appropriations Limits for Fiscal Year 2023-24

SPECIFICS: a) Adopt Resolution No. 2023-33, establishing the appropriations limit for the City of Coachella for fiscal year 2023-24;

b) Adopt Resolution No. SD-2023-02, establishing the appropriations limit for the Coachella Sanitary District for fiscal year 2023-24;

c) Adopt Resolution No. FD-2023-02, establishing the appropriations limit for the Coachella Fire Protection District for fiscal year 2023-24

# STAFF RECOMMENDATION:

- a) Adopt Resolution No. 2023-33, establishing the appropriations limit for the City of Coachella for fiscal year 2023-24;
- b) Adopt Resolution No. SD-2023-02, establishing the appropriations limit for the Coachella Sanitary District for fiscal year 2023-24;
- c) Adopt Resolution No. FD-2023-02; establishing the appropriations limit for the Coachella Fire Protection District for fiscal year 2023-24.

#### **BACKGROUND:**

In conjunction with the fiscal year budget, each year the City of Coachella, Coachella Sanitary District and Coachella Fire Protection District are required to establish their appropriations limit by resolution. For fiscal year 2022-23 the appropriations limits were as follows:

City of Coachella - \$50,700,678 (increase of \$3,755,606)

Coachella Sanitary District – \$8,282,361 (increase of \$613,508)

Coachella Fire Protection District – \$4,476,778 (increase of \$313,613)

The formula used to adjust the limit for fiscal year 2023-24 is the change in the California Per Capita Personal Income (4.44%) multiplied by the Riverside County population growth factor (1.26%) as published by the California Department of Finance. For the 2023-24 fiscal year the calculation results in an increase factor of 1.0576. Multiplying the 2022-23 appropriation limits by the increase factor increases the appropriations limit for the 2023-24 fiscal year to the following:

City of Coachella - \$53,621,037 (increase of \$2,920,359) Coachella Sanitary District - \$8,759,425 (increase of \$477,064) Coachella Fire Protection District - \$4,734,641 (increase of \$257,862)

# FISCAL IMPACT:

There is no fiscal impact at this time.

#### **RESOLUTION NO. SD-2023-0X**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA SANITARY DISTRICT, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24 FOR THE COACHELLA SANITARY DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 9 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Article XIIIB of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held November 6, 1979, provides that the total annual appropriations subject to limitation of each local government shall not exceed the appropriations limit of such entity for the prior year adjusted for changes in the cost of living and population except as otherwise specifically provided for in said Article; and

**WHEREAS,** the State Legislature added Division 9 (commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIIIB of the California Constitution; and

**WHEREAS,** Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIIIB at a regularly scheduled meeting or a noticed special meeting and that fifteen days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

**WHEREAS,** Section 7902 (a) of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction for the 2023-24 fiscal year; and

**WHEREAS,** the Board of Directors of the Coachella Sanitary District wishes to establish the appropriations limit for the fiscal year 2023-24 for the Coachella Sanitary District.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Directors of the Coachella Sanitary District, as follows:

Section 1. That it hereby found and determined that the documentation used in the determination of the appropriations limit for the Coachella Sanitary District for the fiscal year 2023-24 was available to the public from the Finance Department of the City of Coachella at least fifteen days prior to this date.

Section 2. That the appropriations limit for the Coachella Sanitary District for fiscal year 2023-24, as established in accordance with Section 7902 (a) of the California Government Code, is \$8,759,425.

Section 3. That the Board of Directors of the Coachella Sanitary District has elected to utilize the California Per Capita Income and the Riverside County population growth factor in determining the appropriations limit for fiscal year 2023-24

PASSED, APPROVED and ADOPTED this 24th day of May, 2023.

Steven A. Hernandez	
Mayor	
ATTEST:	
Angela M. Zepeda	
City Clerk	

<b>APPR</b>	OVED	AS TO	FORM:
AFFR	V V P.I.	A5 IU	rt/rw:

Carlos Campos City Attorney

STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	) ss.
CITY OF COACHELLA	)
I HEREBY CERTIFY the	at the foregoing Resolution No. SD-2023-0X was duly adopted
by the City Council of the City of	Coachella at a regular meeting thereof, held on the 24th day of
May, 2023, by the following vote	of Council:
AYES:	
NODG	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados,	
Deputy City Clerk	

#### **RESOLUTION NO. 2023-33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24 FOR THE CITY OF COACHELLA, CALIFORNIA IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 9 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Article XIIIB of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held November 6, 1979, provides that the total annual appropriations subject to limitation of each local government shall not exceed the appropriations limit of such entity for the prior year adjusted for changes in the cost of living and population except as otherwise specifically provided for in said Article; and

**WHEREAS,** the State Legislature added Division 9 (commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIIIB of the California Constitution; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIIIB at a regularly scheduled meeting or a noticed special meeting and that fifteen days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

**WHEREAS,** Section 7902 (a) of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction for the 2023-24 fiscal year; and

**WHEREAS,** the CITY COUNCIL of the City of Coachella wishes to establish the appropriations limit for the fiscal year 2023-24 for the City of Coachella.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Coachella, California, as follows:

- Section 1. That it hereby found and determined that the documentation used in the determination of the appropriations limit for the City of Coachella for the fiscal year 2023-24 was available to the public from the Finance Department of the City of Coachella at least fifteen days prior to this date.
- Section 2. That the appropriations limit for the City of Coachella fiscal year 2023-24, as established in accordance with Section 7902 (a) of the California Government Code, is \$53,621,037.
- Section 3. That the City Council of the City of Coachella has elected to utilize the California Per Capita Income and the Riverside County population growth factor in determining the appropriations limit for fiscal year 2023-24.

PASSED, APPROVED and ADOPT	<b>ED</b> this 24 <sup>th</sup> day of May, 2023.
Steven A. Hernandez Mayor	
ATTEST:	
Angela M. Zepeda City Clerk	
APPROVED AS TO FORM:	
Carlos Campos City Attorney	

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STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	) ss.
CITY OF COACHELLA	)
	nat the foregoing Resolution No. 2023-33 was duly adopted by achella at a regular meeting thereof, held on the 24 <sup>th</sup> day of May, uncil:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados,	
Deputy City Clerk	

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#### **RESOLUTION NO. FD-2023-02**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA FIRE PROTECTION DISTRICT, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24 FOR THE COACHELLA FIRE PROTECTION DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 9 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Article XIIIB of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held November 6, 1979, provides that the total annual appropriations subject to limitation of each local government shall not exceed the appropriations limit of such entity for the prior year adjusted for changes in the cost of living and population except as otherwise specifically provided for in said Article; and

**WHEREAS,** the State Legislature added Division 9 (commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIIIB of the California Constitution; and

**WHEREAS,** Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIIIB at a regularly scheduled meeting or a noticed special meeting and that fifteen days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

**WHEREAS,** Section 7902 (a) of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction for the 2023-24 fiscal year; and

**WHEREAS,** the Board of Directors of the Coachella Fire Protection District wishes to establish the appropriations limit for the fiscal year 2023-24 for the Coachella Fire Protection District.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Directors of the Coachella Fire Protection District, as follows:

Section 1. That it hereby found and determined that the documentation used in the determination of the appropriations limit for the Coachella Fire Protection District for the fiscal year 2023-24 was available to the public from the Finance Department of the City of Coachella at least fifteen days prior to this date.

Section 2. That the appropriations limit for the Coachella Fire Protection District for fiscal year 2023-24, as established in accordance with Section 7902 (a) of the California Government Code, is \$4,734,641.

Section 3. That the Board of Directors of the Coachella Fire Protection District has elected to utilize the California Per Capita Income and the Riverside County population growth factor in determining the appropriations limit for fiscal year 2023-24.

PASSED, APPROVED and ADOPTED this 24th day of May, 2023.

Steven A. Hernandez	
Mayor	
ATTEST:	
Angela M. Zepeda	
City Clerk	

<b>APPR</b>	OVED	AS TO	FORM:
AFFR	V V P.I.	A5 IU	rt/rw:

Carlos Campos City Attorney

STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	) ss.
CITY OF COACHELLA	)
	nat the foregoing Resolution No. FD-2023-02 was duly adopted at a regular meeting thereof, held on the 24 <sup>th</sup> day of of Council:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados,	
Deputy City Clerk	



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** William B. Pattison, Finance Director

**SUBJECT:** Resolution No. 2023-28, Approving Mid-Year Budget Adjustments for Fiscal

Year 2022-23

# **STAFF RECOMMENDATION:**

Staff recommends that City Council approve the mid-year budget adjustments outlined below and adopt Resolution No. 2023-28 amending the budget for fiscal year 2022-2023.

#### **BACKGROUND:**

As the City approached the middle of the fiscal year, City finance staff evaluated the adopted budget, revenue projections, and economic conditions for the remainder of the fiscal year. It is standard procedure to perform a mid-year review of the City's budgetary and financial position to ensure any deviations from the initial budget projections are proactively addressed. Staff also reviews requests for appropriations to address new priorities that are unfunded or underfunded.

#### **DISCUSSION/ANALYSIS:**

#### Revenues

Recommended mid-year budgeted revenue Increases:

General Fund – Revenues

0	Increase in Measure U tax	\$263,515.00
0	Increase in Use Sales Tax	\$200,000.00
0	General Government Administration Fees	\$150,000.00

• Development impact fees – Revenues

o Dillon Road JPA \$25,000.00

• Grants – Revenues

o State Grants \$567,597.00

Capital projects – Revenues

o Transfers in – Fire Station \$556,813.00

• Fire Department – Revenues

o Increase – Transfer in \$93,775.00

• Water District – Revenues

o Increase - Utility service revenue \$600,000.00

• Sanitary District – Revenues

o Increase - Utility service revenue \$650,000.00

#### **Expenses**

Recommended mid-year budgeted expenditure increases/(decreases):

• General Fund – Expenses

<ul> <li>Increase in payroll benefits</li> </ul>	\$32,000.00
o Increase in Other professional contract services	\$55,700.00
<ul> <li>Decrease in Machinery and equipment</li> </ul>	(\$2,700.00)
<ul> <li>Increase in Other legal services</li> </ul>	\$300,000.00
<ul> <li>Increase in Animal Control Services</li> </ul>	\$119,740.00
<ul> <li>Increase in Sponsorships</li> </ul>	\$2,500.00
<ul> <li>Decrease in Community Based Grant Programs</li> </ul>	(\$2,500.00)
<ul> <li>Transfer out – Fire Department</li> </ul>	\$93,775.00

• Fire Department – Expenses

o Professional contract services \$93,775.00

• Water District – Expenses

o Professional contract services \$100,000.00

## **FISCAL IMPACT:**

Approval of these mid-year budget adjustments will have the following fiscal impacts:

General Fund

o Fund balance – net increase \$15,000.00

• Development Impact Fees Fund

o Fund balance - net decrease \$25,000.00.

Grants Fund

o Fund balance – net increase \$567,597.00

• Fire District

o Fund balance No impact

• Capital projects

o Fund balance – net increase \$567,597.00

• Water District Fund

○ Net position – net increase \$500,000.00

• Sanitary District

○ Net position – net increase \$200,000.

## **ATTACHMENTS:**

1. Resolution 2023-28 - Amending the budget for fiscal year 2022-2023

#### **RESOLUTION 2023-28**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023

**WHEREAS**, the City Council of the City of Coachella may authorize amendments to the Fiscal Year 2022-2023 budget as financial conditions change and City needs arise.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1.** The budget for the Fiscal Year, commencing July 1, 2022 and ending June 30, 2023, shall be amended to incorporate budget adjustments detailed in Exhibit A attached hereto.

**SECTION 2.** All obligations and expenditures shall be incurred and made in the manner provided by and pursuant to State laws and City ordinances, resolutions, and policies related to purchasing and contracting.

PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of May 2023.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos L. Campos
City Attorney

STATE OF CALIFONIA COUNTY OF RIVERSIDE CITY OF COACHELLA	) ) ss. )	
	oregoing Resolution No. 2023-28 was duly adopt a regular meeting thereof, held on the 24 <sup>th</sup> day ancil:	
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
Delia Granados, Deputy City Clerk		

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# RFP Consultant Submission List for Professional Design and Landscape Architectural Services for Library Annex Project No. F-33

Company Name	Address	Office Number	Total Score
IDS Group	1 Peters Canyon Road, Ste. 130, Irvine, CA 92606	949-387-8500	98.7
Kevin Daly Architects	3617 Exposition Blvd, Los Angeles, CA 90016	310-656-3180	80.3
SVA Architects	6Hutton Centre Drive, Ste 1150, Santa Ana, CA 92707	949-809-3380	81.7

# CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 24<sup>th</sup> day of May, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 ("City") and IDS Group, Inc., a corporation with its principal place of business at 1 Peters Canyon Road, Ste 130, Irvine, CA 92606 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

#### 2. RECITALS.

#### 2.1 Consultant.

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

#### 2.2 Project.

The City desires to engage Consultant to render such services for the Library Annex, City Project F-33 project ("Project") as set forth in this Agreement.

#### 3. TERMS.

#### 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.
- 3.1.2 <u>Term</u>. The term of this Agreement shall be from May 24, 2023 to May 24, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, 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.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of the City.
- 3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: [\*\*\*INSERT NAMES\*\*\*].

- 3.2.5 <u>City's Representative</u>. The City hereby designates **Andrew Simmons**, **P.E., City Engineer**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates **John Silber**, **AIA**, **Principal Architect**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 <u>Coordination of Services</u>. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.
- Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 <u>Laws and Regulations</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

#### 3.2.10 Insurance.

- 3.2.10.1 <u>Time for Compliance</u>. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.
- 3.2.10.2 <u>Minimum Requirements</u>. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (B) <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- 3.2.10.3 <u>Professional Liability</u>. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years

following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

- 3.2.10.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
- (A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (C) <u>Workers' Compensation and Employer's Liability</u> <u>Coverage</u>. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.
- 3.2.10.5 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

- 3.2.10.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 3.2.10.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.
- 3.2.10.8 <u>Verification of Coverage</u>. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.2.10.9 <u>Reporting of Claims</u>. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.2.11 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

#### **3.3** Fees and Payments.

3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Thirty-Nine Thousand One Hundred Eighty Eight Dollars** (\$439,188.00). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

## 3.3.5 <u>Labor Code Requirements</u>.

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

3.3.5.2 <u>Registration and Labor Compliance</u>. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

#### 3.4 Accounting Records.

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

#### 3.5 General Provisions.

#### 3.5.1 <u>Termination of Agreement</u>.

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

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

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

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

#### **Consultant:**

IDS Group, Inc. 1 Peters Canyon Road, Ste 130 Irvine, CA 92606 John Silber, AIA, Principal Architect

#### City:

City of Coachella 53990 Enterprise Way Coachella, CA 92236

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

- 3.5.4 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.5 <u>Attorneys' Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- 3.5.6 <u>Indemnification</u>. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any

manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

- 3.5.7 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.
- 3.5.8 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.5.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.12 <u>Assignment or Transfer</u>. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not

work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

- 3.5.14 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.16 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.17 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.5.20 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

- 3.5.21 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.22 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

# 3.6 Subcontracting.

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

CITY OF COACHELLA		IDS GROUP, INC.	
By:	Gabriel Martin City Manager	By:	
		Nam	e
Attest:		Attes	rt:
	City Clerk		
		Nam	e

# EXHIBIT "A"

# **SCOPE OF SERVICES**



Consistent with the RFP and based upon on-site discussions, IDS understands that the City of Coachella seeks to complete the allowed Grant funded infrastructure items while addressing a thoughtful path to growth and inclusion of Non-Grant Funded Items.

IDS' vision for the City of Coachella Library Annex project is to design community destinations that bring energy, connection, and education. This place remains seemingly constant - yet it is adaptable to change with new technologies and new social horizons. The City of Coachella Library Annex project is a place that allows for accessible personal interaction, distancing, a place of security, a place of warmth, and a place to call your "third space" home for the City of Coachella community, neighboring cities and students of all ages. Affordability, accessibility, and sustainability are paramount to achieving the client's vision and goals. The proposed scope of the Library Annex renovation and improvements includes surveying, final design, technical specifications, engineering estimates, and permitting for the final design of providing foundation repair, framing, seismic upgrades, HVAC and electrical upgrades, interior and exterior remodels, and ADA compliance.

In partnership with the City of Coachella, IDS will help transform and shape this project as a positive environment in a collaborative and meaningful process. With more than 60 years of experience, IDS understands the importance of:

- · Shared Governance.
- Collaborating and interacting positively with City representatives, administrators, library staff, and user groups.
- Creating spaces and environments that are high-functioning, safe, creative, and economically attainable.
- Inclusive design where all ideas from project stakeholders and technical team members are part of the discussion.
- Ensuring the client's goals exceed expectations with attainable objectives and milestones through clear lines of communication and direction.

In all the projects IDS undertakes, we understand how to effectively provide solutions that address the critical elements, factors, and our client's goals with coordinated budgets, financial affordability, accountability, scheduling, and California Building Code compliance.

These include an emphasis on the following:

- Equitable library and maker space access for all community members to enjoy and use.
- Communal floor plans to promote engagement and activity.
- Creating areas of discovery based on the five human senses.
- Immersive opportunities for spontaneous interactions between the library participants, guests, visitors, and staff.

#### Site

The project site is located on Seventh Street between Vine Avenue and Orchard Avenue, while the main library building is just across the Street, facing 6th Street. The approximate square footage of the existing library annex building is 7,700 SF.

#### The Library Annex Building

The existing library annex building is a familiar piece of the community. The building's design is appropriate to its natural surroundings. Unfortunately, the building now falls short of current standards for life safety, accessibility, inclusivity, energy efficiency, seismic requirements, and day-to-day functional spaces of a modern library. The RFP for the City of Coachella Library Annex enumerates the many deficiencies that need repair and calls for a fresh approach to breathe new life into a dilapidated building. Project priority will be the grant-funded infrastructure items. Items that are non-grant-funded will address the City's desire to upgrade the public and staff areas with functional spaces and adjacencies seen in today's modern library annex and makerspace for the community.

#### Grant-funded Infrastructure improvements to the current facility include the following:

- Seismic retrofit to the building is a priority for life safety.
- Replacing the roof and roofing insulation and refitting the building with new ceiling, lighting, HVAC distribution, and sprinkler system into a unified and integrated design.
- Providing a new makerspace area for community involvement and interactions.
- Investigate noted exterior plaster cracking at the foundation and provide foundation repair.
- Provide space for a community art wall mural at the building's entrance.
- Investigate the possibility of providing an additional open courtyard at the rear elevation of the building.
- Provide new landscaping at the building's entrance.
- Remove exposed conduit on the building's exterior façade and interior spaces and provide concealed conduit within the wall assemblies.
- Remove existing wall/window-mounted HVAC units and provide HVAC upgrades to replace these systems.
- Needed modernization of HVAC systems and infrastructure tailored to current uses and meeting modern energy and comfort standards, needed plumbing infrastructure repairs, restrooms, and improvements to modern standards for water conservation, needed repairs and improvements to an aging electrical infrastructure and including installation of energy conserving lighting fixtures and controls, and needed appropriate acoustical controls to mitigate sources of noise.
- Window replacement will be integral to creating a sustainable and acoustically secure building envelope.
- California Building Code-compliant ADA access to the building and its interiors.
- Security and fire alarm systems.

#### Non-Grant-Funded improvements to the current facility include the following:

- Staff desks providing public information and services will be strategically positioned to maximize public interaction and visual connectivity.
- A café, perhaps in conjunction with the proposed new courtyard at the building's rear elevation.
- Steel book shelving (may be addressed along with seismic concern for anchorage).
- Prioritizing upgrades to the building program to emphasize both the functional efficiencies in circulation and wayfinding and effecting improvements in the quality of light and comfort to the reading and computer areas.
- Friends of the Library book sale space.
- Interior upgrades, including window coverings and furniture.

#### Site Improvements

IDS understands that the desired site improvements are a part of the mission and objectives for the City of Coachella Library Annex and developed in concert with the City and stakeholders group. IDS will include the following:

- Native landscape.
- Thoughtful buffering from adjacent uses.
- Enhancing the sense of place, which beautifies and informs the community.

Designs presented for outdoor landscaped spaces will achieve high standards and multiple objectives while designing for sustainability, resilience, and conservation. The IDS project team will select materials, colors, and textures which blend with the existing setting and improve the space functionally. In addition, the IDS Project Manager will address universal access compliance (ADA) through upfront identification of barriers, dialogue with the City and stakeholders, and careful integration of improvements that meet all local, state, and federal standards.

The library is blessed by surrounding mature trees and landscapes harmonizing with purpose and community context. The IDS landscape architectural and engineering team will enhance the site with the following elements:

- Identifying programmed areas that can be flexible in use creates the versatility a library needs to accommodate user needs.
- Use prominent visual features to create a sense of place and a unique identity.
- Site lighting, exterior materials, and exterior furniture will coordinate with interiors so that, visually and functionally, the outdoor spaces serve as an extension of interior programmed spaces.

#### Proposed Approach and Methodology

IDS Group has developed and implemented into each of its projects a coordinated, integrated project delivery method for each project from conception through completion. This approach engages the City of Coachella's city representatives, stakeholders, the community, user groups, and library participants. Each group plays an integral role in the project by participating in collaborative, open communication design processes to seek efficiencies that achieve the ideals, milestones, objectives, schedule, budget, and overall project goals. In addition, the IDS Principal Architect will be involved throughout every project phase, including programming, development, consultant coordination, constructability, BIM/Revit Modeling, graphics, city processing, entitlement, quality assurance, quality control, documentation, and value engineering phases.

The following itemized list highlights many of the critical services performed for the City of Coachella partners during the feasibility study phase that ensures that the IDS project team will follow up and will follow through to achieve the confirmed project's objectives and goals:

- Review and analysis existing documents and surveys.
- Provide a concise and complete Project Schedule including all disciplines and participants.
- Assess existing conditions, identifying California Building Code compliant issues, accessibility, and sustainability, and providing design options and alternatives based on the City's Planning Guidelines.
- Validate the existing infrastructure conditions of the site during all phases to understand the challenges in direct conjunction with the project and document them accordingly.
- Review As-Built Documentation (if available) of the existing project's Building Systems, Common Use Spaces, Site Layout, and Conditions for functionality, adjacencies, and accessibility.
- Schedule a series of meetings with City Representatives, Library Staff, user groups, and stakeholders to confirm proposed program uses and support space requirements.
- Conduct workshop charette sessions to further the project's feasibility study in collaboration with City representatives and the project design team.

#### **General Architectural-Engineering Services**

IDS will support the successful completion of the project by providing the following services throughout the project as follows.

- 1. Conceptual/Schematic Design Phase Services (the following tasks will be included but not limited to):
  - a. Review existing record drawing plans.
  - b. Review utility investigation and provide utility relocation recommendations, as necessary.
  - c. Provide a field investigation and measurements to assess existing site conditions.
  - d. Provide a topographical survey to find existing grade elevations and provide a draft plan for city review and a final plan with grade elevations.
  - e. Lead an on-site kick-off meeting with the subconsultant team and the City.
  - f. Manage project and coordinate with the City and the consultant team for team introductions, review of roles and communications protocols, timeline, and deliverables.
  - g. Provide project programming and visioning for the City to review and comment.
  - d. Survey the project's existing conditions which will include pipe inspection services using camera and video technology.
  - e. Prepare conceptual/schematic design package (30%) for review and comment, including:
    - i. Civil plans including demolition, grading, drainage, paving, site plan, utilities, existing improvements, including curb and gutter, sidewalk, stripping, and right-of-way information and coordination.
    - ii. Architectural plans including architectural site plan, building composite plans, reflected ceiling, building exterior elevations, building sections, building and wall sections, and interior elevations of the proposed renovation and upgrading, with construction details and landscaping plans.
    - iii. Structural plans.
    - iv. Mechanical plans.
    - v. Plumbing and Fire Protection plans.
    - vi. Electrical plans.
    - vii. Specialty plans including energy.
  - f. Provide a project schedule.
  - g. Provide a preliminary cost estimate.

#### 2. Design Development (DD) Phase

- a. Upon the client's approval of the schematic design package (30%) and cost estimate, IDS will then prepare the design development package, which will include the following tasks:
  - i. Civil plans including demolition, grading, drainage, paving, site plan, utilities, existing improvements, including curb and gutter, sidewalk, stripping, and right-of-way information and coordination.
  - ii. Architectural plans including architectural site plan, building composite plans, reflected ceiling, building exterior elevations, building sections, building and wall sections, and interior elevations of the proposed renovation and upgrading, with construction details and landscaping plans.
  - iii. Structural plans.
  - iv. Mechanical plans.
  - v. Plumbing and Fire Protection plans.
  - vi. Electrical plans.

- vii. Specialty plans including energy.
- viii. Draft (50%) technical specifications.
- ix. Preliminary cost estimate.
- b. Detailed cost estimating and marketplace conditions.
- c. Provide construction phasing and scheduling that will minimize interruption to operations.
- d. Provide alternate systems evaluation and constructability studies where applicable.
- e. Review and implement the City provided environmental hazardous materials assessment report.
- f. Provide long-lead procurement studies.
- g. Coordinate with various City of Coachella departments, other agencies, utility companies, etc.
- h. Participate in value engineering options and discussions.
- i. Provide the owner factors related to quality, safety, and environmental.
- j. Advise City on choosing green building materials.
- k. Provide a Quality Assurance and Quality Control review.
- I. Lead a 60% submittal review meeting with the subconsultant team and the City.
- m. Submit 60% package for initial building permit intake.
- n. Make corrections and revisions based on permit comments.

#### 3. Construction Documents (CD) Phase - 100% Progress and Estimates

- a. Upon the client's approval of the design development package and cost estimate, IDS will then prepare the construction documents and permit submittal, which will include the following tasks:
  - i. Civil plans including demolition, grading, drainage, paving and utilities.
  - ii. Architectural plans including building composite plans, reflected ceiling, building elevations, building and wall sections, landscaping plans, interior elevations, and construction detailing.
  - iii. Structural plans.
  - iv. Mechanical plans.
  - v. Plumbing and Fire Protection plans.
  - vi. Electrical plans.
  - vii. Specialty plans including energy.
- b. Provide a Quality Assurance and Quality Control review.
- c. Prepare final 100% technical specifications.
- d. IDS to lead the 100% submittal review meeting with the project team and the City.
- e. Submit 100% CD package for final permit approval.
- f. Review construction document package and cost estimate with the City.
- g. Review and address all city plan check comments to provide a final document set for construction.

#### 4. Bidding Phase

- a. Upon the client's approval of the construction documents and receipt of the building permit, IDS will support the City's bidding process, which will include the following tasks:
  - i. Lead the pre-bid construction team meeting with the city, sub-consultants, and the general contractor.
  - ii. Provide a bid schedule and payment schedule.
  - iii. Assist with bid addenda and clarifications in response to bidder questions.
  - iv. Support the City with bid evaluations as necessary.

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v. Make design modifications to reduce construction cost as needed.

#### 5. Construction Administration/Observation Phase

- a. Upon selection of a general contractor, IDS will participate in construction administration/observation. Tasks will include the following:
  - i. Attend a pre-construction conference.
  - ii. Attend on-site construction meetings.
  - iii. Oversee project and coordinate with City and subconsultant team.
  - iv. Review submittals and mock-ups.
  - v. Respond to requests for information (RFIs).
  - vi. Review proposed substitutions, alternates, and change orders.
  - vii. Change Orders All changes (increase or decrease in scope) must be submitted in writing for City approval. The Consultant shall submit a cost fee proposal for all changes. The City will evaluate and issue a Notice to Proceed for each Change Order separately.
  - viii. Provide construction survey and staking as required.
  - ix. Provide temporary markings depicting limits of construction prior to the pre-construction meeting.
  - x. Observe construction during site visits for consistency with design intent as conveyed in the construction documents.
  - xii. Attend a substantial completion walk through.
  - xiii. Prepare and submit a set of Mylars "Record drawings" reflecting the as-built conditions of the project to the City of Coachella for review and approval.
  - xiv. Provide a digital copy of the project plans in .dwg and .pdf format to the City.
  - xv. Attend a final completion walk through.
  - xvi. Review contractor's as-built drawings.

#### Close-out Phase

- Coordinate and verify training and commissioning efforts.
- Conduct close-out proceedings and post-occupancy evaluation.
- Provide as-built drawings in CAD and PDF format.
- Coordinate and conduct a warranty walk-through.

#### **Deliverables**

Consultant shall provide design submittals, cost estimates, schedules, as-built documents, and reports as outlined in the scope of work for the various design phases.

Consultant shall provide construction observation reports, responses to requests for information, and review comments on submittals during the construction phase.

#### Schedule

Design work will commence upon execution of the contract and be completed within ten months.

The bidding and construction phase is anticipated to continue for 18 months after design completion.

#### **Scope of Services**

#### **Library Annex**

- · Correct any building deficiencies.
- Upgrade all mechanical, electrical, plumbing, and technology.

All Grant-Funded Infrastructure Items per grant application and approval from California State Library to include the following:

- Furnish and Install a Fire Sprinkler System.
- Fire Alarm System Control Panel.
- Emergency Egress Hardware.
- Emergency Egress Light, Power Systems.
- Ceiling Finishes (for new sprinkler system).
- Air Filtration System.
- Security System CCTV and Alarm System.
- **HVAC** Replacement.
- HVAC Terminal and Package Units.
- Electrical Service.
- Seismic Retrofit.
- Roof Replacement.
- Replace Carpet and/or Floors.
- Window replacements.
- Painting (preventative maintenance).
- Replace Signage, ADA tactile, and larger fonts for the visually impaired.
- Replace non-emergency lighting.
- Replace interior doors and locks.
- Inclusive Access.

#### Non-Grant-Funded Items:

- Art wall in exterior public patio space.
- Café
- Carpet
- Fixtures (Service desks, counters, cabinetry, display furniture, mobile shelving).
- Flexible Office space-community organization outreach or services, nonprofit support offices.
- Friends of the Library Book Sale space.
- **Interior Paint**
- Landscaping

- LED Sign upgrade
- Library Furniture
- Outdoor use spaces-public patios with seating.
- Private meeting/study rooms.
- Scalable Classroom/maker space/meeting rooms.
- Steel book shelving and end panels.
- Technology-cabling upgrades, computers, AV, PA system, screens, sound.
- Window coverings for climate and light control.

#### PROJECT CONTROLS

IDS provides skills and decision-making capabilities honed from many years of experience serving our clients. The overarching goal will be to ensure that project work is performed in strict accordance with contract documents, the project's schedule and budget, and governmental requirements. These services will primarily fall within the following four functional categories:

- · Cost Management: Provide accounting guidelines and budgets, establish cost control mechanisms, provide forecasts, validate project estimates, develop estimates, and negotiate change orders, analyze cash flow, generate change order contingency reports, and develop estimates for alternative strategies for cost reduction scenarios.
- Time Management: Ensure timely decision-making and actions regarding RFIs, submittals, schedule development, schedule review, monitoring of schedule resources and analysis of time extension requests.
- Quality Management: Provide quality assurance and control functions necessary for constructability review and inspection. Enforce codes, regulations, design criteria, and safety requirements; and
- Project/Contract Administration: Ensure that all the administrative tasks that must take place during project execution are accounted for.

#### PROJECT BUDGET & COST CONTROL

IDS believes that a comprehensive project budget should addresses all phases of the project and that a Cost Account Structure will be established so that costs are distiguishable at all levels of management. This budget will track costs perfomed from design through construction and actual costs invoiced through progress payments. The budget will be further refined as design activities continuous throughout the project and cost data becomes available. This process provides the City the ability to verify adherence to the project budget and scope of work.

#### PROJECT REPORTING PROCEDURES

IDS will provide reports that compare budget to actual costs, analyze cash flow and identify trends, present budget and schedule forecasts to the identified milestones. The reporting systems will include summaries and graphics. Reports will be designed to provide information at the different levels of detail required by the City's staff, or other project participants and decision-makers.

Our proficiency with the industry's scheduling tools, such as PlanSwift® and Microsoft Project, enable us to control any project's time functions. Moreover, IDS has successfully used cost control systems on numerous projects. We have identified, captured, reported, and controlled costs using PlanSwift® and other client-required systems. The project controls systems can be set up on a facility-commodity basis such that roll-up reports can be created giving visibility to individual facility or individual commodity status.





#### VALUE ENGINEERING, LIFE CYCLE COST ANALYSIS, AND BID ALTERNATE DESIGNATION

IDS performs in-house cost estimates to identify opportunities for alternate bids that will provide flexibility for our clients as they balance between the project scope for construction and the cost of construction.

The first path to value engineering savings is constructability. Our construction cost estimator provides an internal constructability review. which will allow the design team to eliminate scope that will later prove to be impractical to build and therefore costly.

The second path to value engineering is the search for alternates that provide nearly equal performance at less initial cost. When considering these initial cost savings, IDS provides a life cycle cost analysis of the alternatives so that our clients can make informed choices.



#### Value Engineering Project Example:

The City of Rancho Santa Margarita City Hall and Bell Tower Regional Community Center required repairs due to water intrusion. IDS was retained as the architect of record (AOR) for the project. The initial cost estimates indicated that the project would come in significantly over budget. IDS value engineered portions of the work with alternative designs and determined constructability savings for the city. Prior to bidding, IDS identified add alternates in the bid documents. The project was on a \$1,800k construction cost trajectory, however, due to the IDS team's value engineering efforts, the City awarded a contractor who bid of \$1,450k.



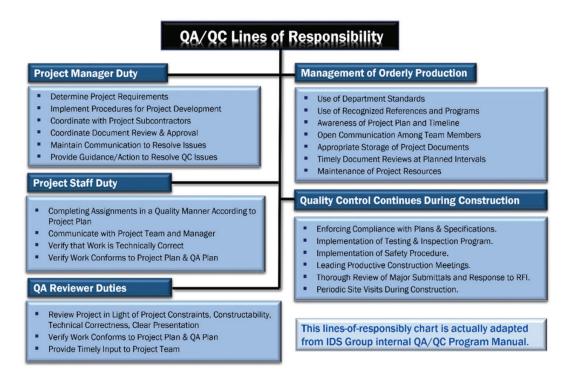
#### APPROVAL PROCEDURE

Effective construction management requires accurate and thorough communication and documentation management. IDS will serve as the communications liaison between the City's staff and the project contractor. We will provide field support to assist in an expedited review of construction-related issues such as Requests for Information (RFI), Submittals, Quality Control deficiencies and Change Orders. We will focus on adherence to formal procedures for logging, reviewing, processing, and expediting approvals.

#### QUALITY ASSURANCE / QUALITY CONTROL

Our program requires the review of all architectural/engineering work by a QC Manager, who is qualified in these types of reviews. The main objective of this program is to satisfy the City's expectations for quality work from our design team and to limit the exposure of the City to problems that may arise during construction. The QC Manager and will be in continuous contact with our project manager throughout the progress of the assessment and design.

Our practice stresses response to project requirements, adherence to applicable codes and regulations, developing work products consistent with standards prevailing in the profession, and producing reports conforming to our established inhouse standards.



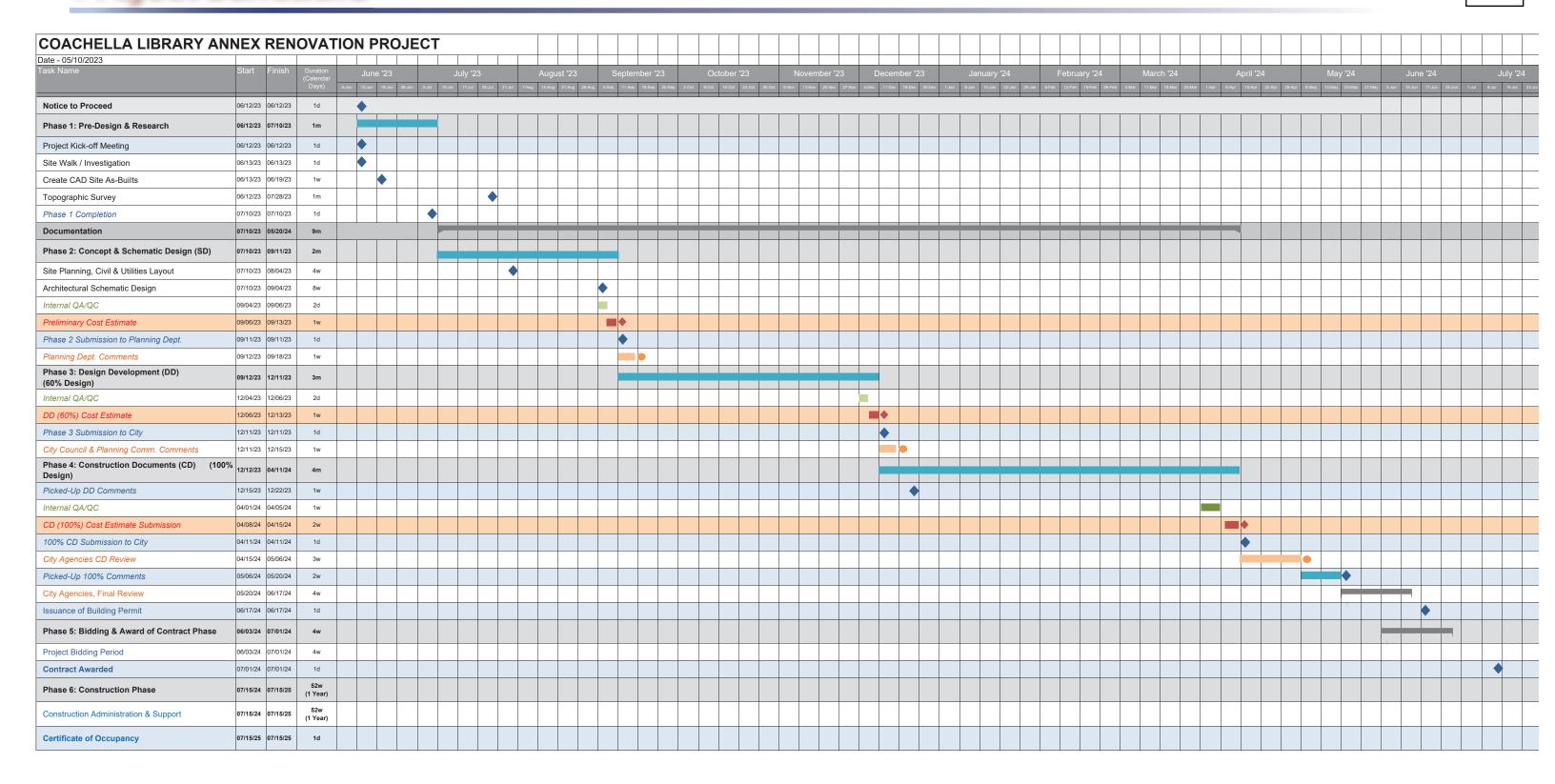
Throughout the course of the project, our Project Manager will be in continuous contact with our team members to ensure efficient use of the capabilities of the entire team. The QC Manager will interact frequently with the City's core group to ensure that we understand the requirements and preferences and to assure adherence to the project schedules and deliverables in a timely manner.

#### Ехнівіт "В"

#### **SCHEDULE OF SERVICES**

## **Project Schedule**

Item 12.



#### EXHIBIT "C"

#### **COMPENSATION**

Not to exceed \$439,188

#### CITY OF COACHELLA

#### COACHELLA LIBRARY ANNEX RENOVATION PROJECT

Staff Allocations per Discipline:	Tend_1	OTAL	Architecture/ Landscape Arch								Structural				Electrical/ Low Voltage					/4	Mechanical/Plumbing							Civil Engineering							mation	Addl	Addl Support			
Role/Classifications:	Hours	Fees	Р	Senior PM	Sr. Arc	Designe	r CAD	Admin	. Su	ubtotal	P	Sr. Eng.	Pr. Eng	CAD A	lmin.	Subtotal	Р	Sr. Eng.	Pr. Eng	CAD	Admin.	Sub	ototal	Р	Sr. Eng.	Pr. Eng	CAD	Admin.	Subtota	I P	Sr. En	g. Pr. Eng	CAD	Admin.	Subtot	al §	ir Est.	Subtotal	Topo Survey	IT/ Data
Hourly Rate:		10 10 10 10 10 10 10 10 10 10 10 10 10 1	\$ 227	\$ 205	\$ 178	\$150	\$ 112	\$ 69	Hrs	Fees	\$ 227	\$ 178	\$165	\$ 112 \$	69 Hi	s Fee	s \$ 2	27 \$ 178	\$ 165	\$ 112	\$ 69	Hrs	Fees	\$ 227	\$ 178	\$ 165	\$112	\$ 69 1	Hrs Fe	es \$ 23	7 \$ 178	\$ 165	\$112	\$ 69	Hrs F	ees \$	165 H	lrs Fees	270	
Phase 1: Overall Project Management/ Pre-Design	163	\$38,135		5 8 8 7	- X			-	10 mg						- 1																	1	100						1 11	
Kick off/Document Review/Site Survey	36	\$17,011	2	6	6				14	\$2,752	2	3			5	\$98	3 1	3				4	\$761	1	3				4 \$7	3	6				9 \$1	,749		0 \$0	\$10,000	
Overall Project Management	59	\$9,298		20	14			16	50	\$7,696		3			3	\$53	,	3				3	\$534		3				3 \$5	34					0 .	\$0		0 \$0		
Project Mission Statement	68	\$11,826		22	14			8	44	\$7,554		8			8	\$1,42	4	8				8	\$1,424		8				8 \$1,	24					0 .	\$0		0 \$0		
Phase 2: Schematic Design & Preliminary Site Design	372	\$60,870																										74									777			
Schematic Design & agency coordination	240	\$40,144	2	22	14	22	28	4	92	\$14,168	2	22	22		46	\$8,00	0 2	22				24	\$4,370	2	18			3	20 \$3,	558 4	10	14			28 \$4	1,998	30 3	30 \$4,950		
Preliminary Site Design & coordination	132	\$20,726	1	18	14	22	30	4	89	\$13,345					0	\$0		10				10	\$1,780						0 \$	,	12	14			26 \$4	1,446	7	7 \$1,155		
	0	\$0							0	\$0					0	\$0						0	\$0						0 \$	,					0	\$0		0 \$0		
Phase 3: Design Development	588	\$98,342			= "				F1 7 0				=					2	-	2												1								
Design Development	475	\$79,753	2	22	28	46	54		152	\$22,896	1	36	50		87	\$14,8	85 1	24	36	36		97	\$14,471	1	22	22	22		67 \$10,	237 2	20	30			52 \$8	3,964	20 2	20 \$3,300		\$5,000
Develop Specifications	80	\$12,346	1	4	24			12	41	\$6,147		1	8		1 10	\$1,50	7	1	8		1	10	\$1,567		1	8		1	10 \$1,	67	1	8			9 \$1	1,498	-	0 \$0		
Agency Coordination	33	\$6,243	1	28				4	33	\$6,243					0	\$0						0	\$0						0 \$	)					0	\$0				
Phase 4A: Construction Documents to Submittal Plan Review	461	\$78,810								71			S =							W			100		100			1			18.00		3 1 1		19 19					
Prepare Construction Documents	424	\$71,659	2	32	32	46	64		176	\$26,778	1	25	34	16	76	\$12,0	79 1	20	28	16		65	\$10,199	1	25	18	17		61 \$9,	51 2	26	18			46 \$8	3,052		0 \$0	1	\$5,000
Agency Coordination	37	\$7,151	1	28				4	33	\$6,243							ğ													4					4 \$	908				
Phase 4B: Construction Documents Plan Review	3,699	\$62,881		V 6		8 1,	8 4.	800				0.00		2,50			i i kal								1 2		-										18	4		
Refine Constructions Documents	3,627	\$50,690	2	22	24	44	44		136	\$20,764	1	16	32	26	75	\$11,2	67 1	9	15	10		35	\$5,424	1	12	12	10		35 \$5,	163	14	12			26 \$4	1,472	20 2	20 \$3,300	,	
Refine Specifications	44	\$6,995		4	16			4	24	\$3,944		1	4		1 6	\$90	7	1	4		1	6	\$907		1	4		1	6 \$9	07		2			2 \$	330				
Agency Coordination	28	\$5,196		24				4	28	\$5,196					-	\$0						1 7													F 1 2 .	10.15		1 2 2 2		
Phase 4C: Construction Documents 100% Completion	326	\$52,381														e Sexue		1	- 2 7			-		7 .		-														
Finalize Construction Documents	251	\$39,689	2	16	16	25	24		83	\$13,020	1	14	16	16	42	\$7,15	1 1	12	15	12		40	\$6,182	1	12	10	10		33 \$5,	133 1	17	22			40 \$6	5,883	8	8 \$1,320	,	
Finalize Specifications	51	\$8,316		4	16			4	24	\$3,944	-	1	4		1 6	\$90	7	1	4		1	6	\$907		1	4		1	6 \$9	07 1	8				9 \$1	1,651		0 \$0		
Agency Coordination	24	\$4,376		20				4	24	\$4,376					0	\$0						0	\$0						0 \$	0					0	\$0		0 \$0		
Phase 5: Bidding Phase	20	\$4,100	1 1	J. P.					100																			i i												
Assist with Bid Phase tasks	20	\$4,100		20					20	\$4,100					0	\$0						0	\$0						0 \$	0					0	\$0		0 \$0		
Phase 6: Construction Administration & Support	269	\$42,245			-	124																											-							
Construction Administration Services	203	\$33,929	2	22	22		24	6	76	\$11,982	1	16	16		33	\$5,7	15 1	16	16			33	\$5,715	1	16	16			33 \$5,	715	14	14			28 \$4	4,802		0 \$0		
Record Drawings	66	\$8,316			6		20		26	\$3,308		2		10	12		_	2				2	\$356		2		12		14 \$1,	_	2	_	10			1,476		0 \$0		
TOTALS	4,775	\$439,188	18	334	246	205	288	74	1,165	\$184,456	9	148	186	68	3 41	4 \$66,9	00 8	132	126	74	3	343	\$54,597	8	124	94	71	3	300 \$47	557 17	146	134	10	0	291 \$5	1,653	85	85 \$14,02	5 \$10,000	\$10,00
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### **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

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

SUBJECT: Professional Service Agreement with IDS Group to provide Professional

Architectural and Engineering Services for the Library Annex Project, City

Project F-33.

#### STAFF RECOMMENDATION:

Authorize City Manager to execute a Professional Service Agreement with IDS Group to provide Professional Architectural and Engineering Services for the Library Annex Project, City Project F-33 in an amount not to exceed \$439.188.

#### **BACKGROUND:**

The City of Coachella was awarded grant funding from the State of California Budget Act of 2021 (SB 129, Chapter 69, Statutes of 2021) in the amount of \$4,568,807 to address critical systems infrastructure renovations of the Coachella Library Annex. The Library Annex Project will significantly improve the infrastructure of the building and enhance service for all patrons. The branch will feature dedicated and flexible spaces for programming, along with individual reading areas for adults, children, and teens. The Library Annex will also undergo remodeling, transforming the public space and providing new opportunities for additional programs and services. The Library Annex renovation will also address life safety and other critical maintenance and infrastructure items including, HVAC, plumbing, electrical, seismic retrofitting and roof improvements.

#### **DISCUSSION/ANALYSIS:**

In March 2023, the City posted a request for proposals from qualified professional engineering and architectural consulting firms. On May 10, 2023, proposals were received from three consulting firms. Staff reviewed the proposals and evaluated based on experience, schedule and familiarity with the area and project. As a result, IDS Group was selected as the top firm for this project.

Company Name:	Average Rank
IDS Group	1.25
SVA Architects	2.25
KDA	2.5

IDS Group was selected based on an evaluation of all proposals and received the highest score due to their knowledge of the project, experience with similar projects and their proposed schedule will meet the grant deadline. IDS Group is a multi-disciplinary engineering and architectural firm with many trades in-house, and partnering with, Veneklasen Associates and Group Delta. Their expertise and high-quality team can deliver the project design within the grant schedule and budget.

#### **FISCAL IMPACT:**

No fiscal impact to the FY 22/23 CIP Budget. Funding for the PS&E phase is through the State of California Budget Act of 2021 (SB 129), in an amount not to exceed \$439,188.

#### **ATTACHMENTS:**

- 1. Proposal Rating Summary Table
- 2. Professional Service Agreement IDS Group, Inc.
- 3. IDS Group, Inc. proposal



















## City of Coachella

# Professional Engineering and Landscape Architectural Services

City Project No. F-33

Page 86

May 10, 2023

Submitted by:



1 Peters Canyon Road, Suite 130, Irvine, CA 92606 T: 949.387.8500 ▲ F: 949.387.0800 ▲ www.idsgi.com

#### Item 12.

## **Table of Contents**

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#### Envelope No. 2

**Cost Proposal** 





## **Letter of Transmittal**

May 10, 2023

Mr. Andrew Simmons, P.E. City Engineer City of Coachella 53990 Enterprise Way Coachella, CA 92236

SUBJECT: Request for Proposal - Professional Engineering and Landscape Architectural Services

for the Coachella Library Annex Renovation Project | City Project No. F-33

Dear Mr. Simmons and Members of the Selection Committee:

IDS Group, Inc. (IDS) is pleased to submit our proposal in response to the City of Coachella Request for Proposal Professional Engineering and Landscape Architectural Services for the Coachella Library Annex Renovation Project. The project goal is a re-imagined library fitting into and reflecting the character of Coachella matched functionally to the modern role of the library offering a long-term durable interior environment while providing a safe and accessible path of travel for the community. IDS will take a thoughtful approach to address these challenges and thereby renew the Coachella Library Annex.

With more than 60 years' experience providing architecture and engineering expertise to a vast number of Southern California public agencies, IDS specializes in revitalizing community environments where our organization brings best value design to every project our firm undertakes.

The individual charged with the responsibility of implementing and integrating the critical aspects of the City of Coachella will be Mr. John Silber, AIA, IDS' Principal Architect. John brings his previous working knowledge and similar project experience to provide in-depth architectural best practices that will be invaluable throughout the course of the project. He will guide our Project Manager, Shelley Sivak, Assoc. AIA, LEED AP, to coordinate the design effort with IDS' in-house team of architects, engineers, and subconsultant partners. Ms. Sivak has relevant library and learning resource experience that will be invaluable to share with the City of Coachella project stakeholders and the community.

As an award-winning multi-disciplinary firm specializing in the fields of architectural and engineering design services, IDS Group (IDS) engages both site-specific design and planning on multiple levels. "IDS" stands for Integrated Design Services, as our service delivery model that takes a mindful approach to unique time-honored spaces through preservation, renovation, additions, and adaptive use.

#### IDS value to the City of Coachella...

• Proactive Collaboration with the City: The IDS team will be "in sync" from day one with the City's organization value systems. The IDS team will serve and work closely with the City's department representatives to understand their goals and vision while personally guiding them through the design, building permit approval, cost estimation, construction administration, and other requirements for this project.

Mr. Andrew Simmons, P.E. City of Coachella Page 2

- Focus on the Future: IDS helps guide public agencies to strategically plan for future facility requirements. The role and nature of public libraries has evolved and IDS is keenly aware of these expectations. Our firm has current and completed experience in library projects similar to this one including the City of Anaheim Haskett Library, the El Toro Library in the City of Lake Forest, the City of Los Alamitos-Rossmoor Library, and the City of Brea Library. IDS can successfully demonstrate its understanding of library redesign to the City of Coachella to implement the City's needs and project scope of work on budget and schedule.
- Economy of Scale Approach: Clients benefit from working with IDS as one company all under one roof where the cost savings are realized through an efficient, well-coordinated team and a single point-of-contact all serving the City of Coachella.

IDS looks forward to speaking with you further regarding our services, expertise, and experience and how we can best assist the City of Coachella. Mr. John Silber, AIA, will be the point-of-contact for the project. He can be reached at (949) 387-8500 ext. 154 or john.silber@idsgi.com. Mr. Said Hilmy, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for the City and will negotiate and contractually bind the firm regarding matters pertaining to this Proposal. If you require further information, please contact him directly at 949.387.8500 ext. 116 or said.hilmy@idsgi.com.

IDS makes the following statements:

- The proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- All information submitted with the proposal is true and correct.

We appreciate the opportunity to submit our proposal and commit to providing architectural-engineering design service excellence to help the City achieve their goals of completeness, quality, and constructability. Please do not hesitate to contact Mr. Silber should you have any questions pertaining to our submittal.

Sincerely,

IDS Group, Inc.

John Silber, AIA

**Principal Architect** 

Said Hilmy, PhD, SE, LEED AP

Principal / Contract Administrator

Stil Hylmy

addenda to the Contract Documents:	deration of the following
Addenda No. 1	
Bidder:	
IDS Group, Inc.	May 10, 2023
Company Name	Date
Signature	

Coachella Library Annex Renovation Project | City Project F-33

## 2. Technical Proposal



### **Technical Proposal**

IDS Group, Inc. (IDS) is a multidisciplinary architectural and engineering consulting firm with roots spanning over 60 years. With a staff of approximately 80 professionals, our integrated design team provides added value through our specialized divisions — architecture and structural, civil, mechanical, plumbing, and electrical engineering, as well as cost estimating services, maximizing service efficiency. IDS is committed to project excellence, providing turnkey design solutions to the building and infrastructure industries.

IDS incorporates sustainable, energy-efficient, and environmentally conscious designs as a significant component of each project. We are recognized for our use of water-efficient plant materials, recycled materials, and water-efficient irrigation systems. IDS is a member of the Green Building Council, on design teams for LEED-certified building projects, and employs numerous full-time LEED Accredited Professionals.

As a multi-disciplinary engineering and architectural firm, IDS has the practical knowledge, insight, and resources to offer comprehensive services and specialized solutions to our clients.

#### **In-House Services**

"IDS" stands for Integrated Design Services, as our service delivery model. We bring a broad architectural and engineering understanding, inherent curiosity, and sound technical expertise, and then apply these skills to each project's unique set of circumstances.

#### **Architecture**

Our architecture division provides design, planning, programming, project management and renovation services to public and private clients throughout California. Our architectural services involve building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, ZNE, LEED, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities. With staff of over twenty architects, designers, and support staff our award-winning architecture division provides architecture, design, planning, programming, project management and renovation services to public and private clients throughout California.

Year Incorporated in California: 1998

Form of Organization: California S Corporation

Number of Employees: 80

Office Locations:

Corporate Headquarters:

1 Peters Canyon Rd., Ste. 130

Irvine, CA A 75 Personnel

11845 West Olympic Blvd., Ste. 515 Los Angeles, CA 90064

▲ 3 Personnel

9636 Tierra Grande, Suite 200 San Diego, CA 92126

▲ 2 Personnel

#### How We Differ



Our integrated design team provides added value through our specialized in-house divisions





maximizing service efficiency

Our architectural services involve building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities. Project experience of IDS staff encompasses new construction, renovation, re-adaptation, and tenant improvements to a variety of building types.

#### IDS' In-House Technical Capabilities

Landscape Architecture: IDS has a dedicated team that specializes in building healthy places for communities through the practices of landscape architecture and ecological restoration. The team focuses on the relationship between land and people where we are only as healthy as our surroundings. Most of the team's work lies in municipalities, counties and other California agencies working closely with clients and stakeholder groups to design and build healthy communities and improve quality of life. The projects designed draw from natural and cultural histories of the land and improve the natural ecological systems. Specialized expertise includes historic preservation, adaptive re-use, cultural landscapes, cultural and natural history interpretation, ecological restoration, sustainable design, drought tolerant planting, low water irrigation systems, and context-integrated design.

**Mechanical and Plumbing Engineering:** The mechanical engineering division of IDS is comprised of experienced professional engineers (30+ years) and designers who are experts in the fields of heating, ventilating, air conditioning (HVAC), plumbing, piping, and fire protection. We have successfully completed numerous designs for HVAC, plumbing, and fire protection systems for countless public projects and facilities with more than \$1 billion of construction budget.

Our engineers have evaluated the heating, ventilating, and air conditioning systems in existing buildings as a part of modernization projects and as a primary service. The evaluations identify the physical conditions of the systems' equipment and components; strategic planning for sites; evaluate system performance; identify conditions that are at variance with current building codes and standards --- including but not limited to: Title 24 Energy Code, CAL Green, Title 5, Field Act and United States Green Building Council guidelines (USGBC); provide an estimate of the remaining service life for the equipment, material, and components; identify necessary maintenance requirements; need of upgrade equipment for enhancing energy savings and indoor air quality; and provide an estimate of the costs of repairs and replacements. Furthermore, evaluations can include the measuring and recording or air and water flows, pressures, and temperatures.

In addition, IDS has extensive mechanical project experience involving steam boilers and auxiliaries, chilled water central plants, hot water systems, thermal energy storage systems (TES), variable speed centrifugal chillers, cooling towers and condenser water systems, process cooling water systems, co-generation systems with heat recovery, energy management systems, building automation systems, system troubleshooting, steel water storage tanks, and system commissioning.

**Electrical Engineering:** The electrical engineering division of IDS (formerly DGM & Associates) was established in 1992. With extensive experience in the preparation of engineering studies and analyses, plan review, drawings, and specifications for new construction projects adhering to electrical code compliance, conducting electrical power consumption studies and field investigations, and providing construction cost estimates, concept studies and reports, and post-construction support for electrical engineering projects. Quality is the baseline of our customer service, enabling us to retain approximately 80% of our clientele through repeat business.

**Structural Engineering:** Our structural engineering division is a recognized leader in the design, assessment, review, and retrofit of buildings. The team is at the forefront of new building designs utilizing steel, concrete, and masonry. Services also include the assessment and retrofit of different building types and sizes, the evaluation and repair of distressed structures, peer and plan review, constructability review, and forensic engineering. Our team has been honored by the Structural Engineers Association of Southern California (SEAOSC) with over 20 "Excellence in Structural Engineering" awards for innovative and outstanding design.

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**Civil Engineering:** IDS provides civil engineering design, assessment, peer review, and plan check for a wide variety of public and private sector improvement projects. Our department applies our depth of design management expertise to provide planning and entitlement, civil engineering, LEED sustainable design, construction administration, and traffic engineering support services to public agencies, owners, and developers of retail, commercial, office, industrial, residential, and public works projects throughout the United States. Our civil engineering design services include water, wastewater, and utility infrastructure, stormwater management, LID design and analysis, hydrology and hydraulic analysis and design, recreation design, grading, drainage, street improvements, land development services, and public works design.

**Cost Estimating:** Our in-house cost estimator is experienced in supporting both new construction and complex renovation projects, and possess extensive knowledge of a variety of tenant improvement types. Utilizing the latest in cost control methods, IDS ensures clients' projects are well planned and expertly executed. In the delivery of its cost services, IDS provides reliable, accurate estimates while meeting its client's most critical deadlines.

Experience with Value Engineering, Life Cycle Cost Analysis, and Bid Alternate Designation: By doing cost estimating in house IDS is able to identify opportunities for alternate bids that will provide flexibility for our clients as they strike the balance between scope of the construction and the cost of construction. The first path to value engineering savings is constructability. Our construction cost estimator also provides an internal constructability review, and this allows IDS to weed out designs that will later prove impractical to build and hence more expensive to build. The second path to value engineering is the search for alternates that provide nearly equal performance at less initial cost. When considering these initial cost saving IDS provides a life cycle cost analysis of the alternatives so that our clients can make informed choices.

A recent example includes the City of Rancho Santa Margarita Community Center. Construction defects have permitted storm water to intrude into and to damage the center. IDS reviewed documents provided by the City, conducted a visual inspection of the site, developed a move management plan, and a "pros-and-cons" assessment for installation of different building systems. Our analysis included a detailed baseline Architect's Estimate of Probable Construction Cost (AEPCC). In the event that the baseline AEPCC exceeded the construction budget to a significant degree IDS included an additional architectural services budget with the AEPCC so that the City can make a decision regarding budget with "all the cards face up on the table.

#### **Sustainable Engineering**

The firm's project approach begins with a complete assessment of project requirements to achieve a LEED certification or provide a sustainable design without certification. To meet the project requirements our team will investigate all sustainability options including photovoltaic solar system, commercial and residential fuel cell systems, geothermal ground source heat pump systems, low energy LED lighting products, water conservation design solutions, day lighting harvesting, low-flow plumbing fixtures and high SEER air conditioning equipment. IDS and its teams include over 40 LEED Certified professions.

#### Zero Net Energy (ZNE)

IDS' professional mechanical, electrical, and plumbing engineers are experienced in Net Zero Engineering. Our team seeks ways to improve the efficiency of HVAC and electrical systems in buildings and apply smart net-zero energy design and strategies.

#### **ADA Access Compliance**

Our expert ADA (Americans with Disabilities Act) team offers detailed ADA facility surveys and preparation of Transitional Plans, plan reviews, training, and product consulting on a regular basis to healthcare facilities, large corporations, and federal, state and local government clients.

#### **Subconsultant Teaming Partners**



Veneklasen Associates (Information Technology / Audio-Visual / Acoustics)

Established in 1947, Veneklasen Associates is the oldest and one of the largest acoustical consulting firms in the United States. Throughout our history, Veneklasen Associates has built a national and international reputation based on competence, performance, quality, timely response and practical and cost-effective solution. We execute our work utilizing innovative science, experience and in-house funded research. Our work is customized for each specific project and client's needs.

Our services encompass architectural acoustics, environmental noise and vibration mitigation, comprehensive low voltage consultation and design for audio-visual (AV), information technology (IT) and security systems including the development of contract documents and formatted specifications. Hiring Veneklasen Associates to provide both acoustical and low-voltage consultation and design provides improved coordination, a single responsibility for "sound" and "convergence" – the harmony that integrated digital systems accomplish at reduced cost.

Sound quality and noise mitigation in the built environment is a significant design element. Our goal is to optimize the acoustics according to building science, aesthetics and cost. By utilizing a proactive, collaborative design approach we are able to address the acoustical effect of the building systems and develop recommendations and performance criteria with the design team and project consultants.



Group Delta (Geotechnical Engineering)

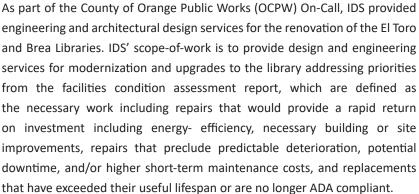
Established in 1986, Group Delta Consultants, Inc. has been providing a broad range of services to meet their clients' diverse needs. Group Delta currently has eight offices and two certified laboratories located in Ontario, Torrance, Anaheim, Irvine, Oakland, Vacaville, Victorville and San Diego. Employing a staff of 110, their environmental engineering and geotechnical engineering team consists of highly skilled environmental engineers, scientists, industrial hygienists, geotechnical engineers, geologists, technicians, and support personnel specialized in their respective fields.

Group Delta strives to provide exceptional, value-added services while ensuring their projects are completed on schedule and within budget for their clients. The high level of involvement from their principals and senior management, and their commitment to developing innovative cost saving solutions has resulted in repeat business and strong client relations. Group Delta has received numerous awards and recommendations from well-known organizations in the public and private sectors highlighting the unique benefits of our approach and methodologies.

## **Related Experience**

## County of Orange Public Works Capital Improvement Division Multiple Libraries Assessment and Upgrades | El Toro and Brea, California





In addition to interior upgrades, IDS was responsible for coordination of a new furniture package, renovations include building envelope, HVAC, electrical, communications, safety and security, and civil site improvements.

Project Dates: 2020 - design; 2021 - construction Contract Amount: \$216,011 (El Toro); \$163,517 (Brea)

Client Reference: County of Orange

Don Nguyen, Project Manager | Phone: (714) 380-7254





#### **Project Relevance**

- · Community Learning Environment
- Space Planning & Programming
- Interiors
- FF&E
- Schematic Design
- Site Investigations
- Restroom Upgrades
- HVAC Upgrades
- Electrical Upgrades
- Cost Estimating

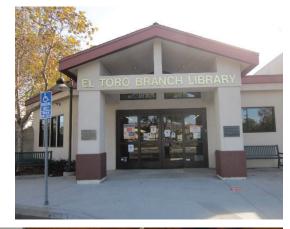
#### **County of Orange Public Works Capital Improvement Division El Toro Library**

Tenant improvement to interior space consisting of interior finishes, lighting replacement, new casework, book stacks relocation, reconfiguration of public restrooms, back of house renovation, replace one set of exterior windows, replace 2 HVAC units, minor site work, and exterior paint. no square footage added. minor site work to address accessibility.

Total building footage:13,940 SQFT

#### FLOOR PLAN - CONCEPT 2













## Relevant Experience

#### **County of Orange Public Works Capital Improvement Division** Los Alamitos-Rossmoor Library | Los Alamitos, California











IDS provided architectural and engineering tenant improvements and upgrades to the existing library for a continued and improved use of the public facility. the building is located on the west side of Seal Beach Boulevard, on Montecito drive in the City of Los Alamitos.

In addition to interior upgrades, IDS was responsible for coordination of a new furniture package, renovations include building envelope, HVAC, electrical, communications, safety and security, and civil site improvements.

Project Dates: 2022 - design; project currently in plan check

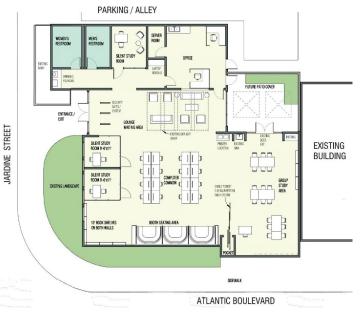
#### **Project Relevance**

- Community Learning Environment
- Space Planning & Programming
- Interiors
- FF&E
- Schematic Design
- Site Investigations
- **Restroom Upgrades**
- **HVAC Upgrades**
- **Electrical Upgrades**
- **Cost Estimating**

#### City of Commerce Public Library Atlantic Branch - Conceptual Design | Commerce, CA

Architectural concept design for the Bandini Neighborhood Library. The project goal will be to revitalize the existing library that will include creating a children's homework center. The center will be an invaluable community resource with staff and technology support. This project will provide a safe and productive environment to learn and thrive.

Design Date: 2022









#### County of Orange | Multiple Architectural and Engineering Projects

IDS continues to provide architectural and engineering (A/E) on-call task order services to the County of Orange. Various projects completed include the Yale Homeless Shelter, Master Planning for the El Toro Orange County Emergency Medical Services (OCEMS) Facility, and the Anita Drive Property Condition Assessment.

Contact: Mr. Matthew Durbin, Sr. Project Manager

Phone: (714) 667-1626 | Email: matthew.durbin@ocpw.ocgov.com | Project Dates: 2019 - 2022

El Toro Library Contact Reference: Mr. Don Nguyen, Project Manager | Phone: (714) 380-7254

Brea Library Contact Reference: Ms. Sherry Toth, Assistant County Librarian | Phone: (714) 566-3033

#### **City of Santa Ana Architectural Improvements**

The IDS team is currently providing A/E services for the City of Santa Ana's City Hall office tenant improvements. Project scope of work includes coordination with City departments, phasing/move management, MEP system upgrades, utility coordination, and site analysis.

Contact: Ms. Gabriela Lomeli, Project Manager

Phone: (714) 565-2692 | Email: glomeli@santa-ana.org | Project Dates: 2020 - on-going

#### City of Irvine Police Department Workspace Relocation & Tenant Improvements

The project focused on the expansion of the existing police department (Public Safety) within the multi-story Civic Center. IDS provided architectural design services for tenant improvement for the proposed expansion and relocation of various departments.

Contact: Mr. Chris Brown, Sr. Project Manager

Phone: (949) 724-6937 | Email: chbrown@cityofirvine.gov | Project Dates: 2019 - on-going

#### County of Riverside Sheriff Department | Planning and A/E Improvement Projects

Miscellaneous A/E services including planning and design services for multiple facilities for the County of Riverside Sheriff Department.

Contact: Mr. Ramon Tadrous, Director, Project Management Office

Phone: (951) 955-5951 | Email: rtadrous@riversidesheriff.org | Project Dates: 2021 - 2022



Consistent with the RFP and based upon on-site discussions, IDS understands that the City of Coachella seeks to complete the allowed Grant funded infrastructure items while addressing a thoughtful path to growth and inclusion of Non-Grant Funded Items.

IDS' vision for the City of Coachella Library Annex project is to design community destinations that bring energy, connection, and education. This place remains seemingly constant - yet it is adaptable to change with new technologies and new social horizons. The City of Coachella Library Annex project is a place that allows for accessible personal interaction, distancing, a place of security, a place of warmth, and a place to call your "third space" home for the City of Coachella community, neighboring cities and students of all ages. Affordability, accessibility, and sustainability are paramount to achieving the client's vision and goals. The proposed scope of the Library Annex renovation and improvements includes surveying, final design, technical specifications, engineering estimates, and permitting for the final design of providing foundation repair, framing, seismic upgrades, HVAC and electrical upgrades, interior and exterior remodels, and ADA compliance.

In partnership with the City of Coachella, IDS will help transform and shape this project as a positive environment in a collaborative and meaningful process. With more than 60 years of experience, IDS understands the importance of:

- Shared Governance.
- Collaborating and interacting positively with City representatives, administrators, library staff, and user groups.
- Creating spaces and environments that are high-functioning, safe, creative, and economically attainable.
- Inclusive design where all ideas from project stakeholders and technical team members are part of the discussion.
- Ensuring the client's goals exceed expectations with attainable objectives and milestones through clear lines of communication and direction.

In all the projects IDS undertakes, we understand how to effectively provide solutions that address the critical elements, factors, and our client's goals with coordinated budgets, financial affordability, accountability, scheduling, and California Building Code compliance.

These include an emphasis on the following:

- Equitable library and maker space access for all community members to enjoy and use.
- Communal floor plans to promote engagement and activity.
- Creating areas of discovery based on the five human senses.
- Immersive opportunities for spontaneous interactions between the library participants, guests, visitors, and staff.

#### Site

The project site is located on Seventh Street between Vine Avenue and Orchard Avenue, while the main library building is just across the Street, facing 6th Street. The approximate square footage of the existing library annex building is 7,700 SF.

#### The Library Annex Building

The existing library annex building is a familiar piece of the community. The building's design is appropriate to its natural surroundings. Unfortunately, the building now falls short of current standards for life safety, accessibility, inclusivity, energy efficiency, seismic requirements, and day-to-day functional spaces of a modern library. The RFP for the City of Coachella Library Annex enumerates the many deficiencies that need repair and calls for a fresh approach to breathe new life into a dilapidated building. Project priority will be the grant-funded infrastructure items. Items that are non-grant-funded will address the City's desire to upgrade the public and staff areas with functional spaces and adjacencies seen in today's modern library annex and makerspace for the community.

#### Grant-funded Infrastructure improvements to the current facility include the following:

- Seismic retrofit to the building is a priority for life safety.
- Replacing the roof and roofing insulation and refitting the building with new ceiling, lighting, HVAC distribution, and sprinkler system into a unified and integrated design.
- Providing a new makerspace area for community involvement and interactions.
- Investigate noted exterior plaster cracking at the foundation and provide foundation repair.
- Provide space for a community art wall mural at the building's entrance.
- Investigate the possibility of providing an additional open courtyard at the rear elevation of the building.
- Provide new landscaping at the building's entrance.
- Remove exposed conduit on the building's exterior façade and interior spaces and provide concealed conduit within the wall assemblies.
- Remove existing wall/window-mounted HVAC units and provide HVAC upgrades to replace these systems.
- Needed modernization of HVAC systems and infrastructure tailored to current uses and meeting modern energy and comfort standards, needed plumbing infrastructure repairs, restrooms, and improvements to modern standards for water conservation, needed repairs and improvements to an aging electrical infrastructure and including installation of energy conserving lighting fixtures and controls, and needed appropriate acoustical controls to mitigate sources of noise.
- Window replacement will be integral to creating a sustainable and acoustically secure building envelope.
- California Building Code-compliant ADA access to the building and its interiors.
- Security and fire alarm systems.

#### Non-Grant-Funded improvements to the current facility include the following:

- Staff desks providing public information and services will be strategically positioned to maximize public interaction and visual connectivity.
- A café, perhaps in conjunction with the proposed new courtyard at the building's rear elevation.
- Steel book shelving (may be addressed along with seismic concern for anchorage).
- Prioritizing upgrades to the building program to emphasize both the functional efficiencies in circulation and wayfinding and effecting improvements in the quality of light and comfort to the reading and computer areas.
- Friends of the Library book sale space.
- Interior upgrades, including window coverings and furniture.

#### Site Improvements

IDS understands that the desired site improvements are a part of the mission and objectives for the City of Coachella Library Annex and developed in concert with the City and stakeholders group. IDS will include the following:

- Native landscape.
- Thoughtful buffering from adjacent uses.
- Enhancing the sense of place, which beautifies and informs the community.

Designs presented for outdoor landscaped spaces will achieve high standards and multiple objectives while designing for sustainability, resilience, and conservation. The IDS project team will select materials, colors, and textures which blend with the existing setting and improve the space functionally. In addition, the IDS Project Manager will address universal access compliance (ADA) through upfront identification of barriers, dialogue with the City and stakeholders, and careful integration of improvements that meet all local, state, and federal standards.

The library is blessed by surrounding mature trees and landscapes harmonizing with purpose and community context. The IDS landscape architectural and engineering team will enhance the site with the following elements:

- Identifying programmed areas that can be flexible in use creates the versatility a library needs to accommodate user needs.
- Use prominent visual features to create a sense of place and a unique identity.
- Site lighting, exterior materials, and exterior furniture will coordinate with interiors so that, visually and functionally, the outdoor spaces serve as an extension of interior programmed spaces.

#### Proposed Approach and Methodology

IDS Group has developed and implemented into each of its projects a coordinated, integrated project delivery method for each project from conception through completion. This approach engages the City of Coachella's city representatives, stakeholders, the community, user groups, and library participants. Each group plays an integral role in the project by participating in collaborative, open communication design processes to seek efficiencies that achieve the ideals, milestones, objectives, schedule, budget, and overall project goals. In addition, the IDS Principal Architect will be involved throughout every project phase, including programming, development, consultant coordination, constructability, BIM/Revit Modeling, graphics, city processing, entitlement, quality assurance, quality control, documentation, and value engineering phases.

The following itemized list highlights many of the critical services performed for the City of Coachella partners during the feasibility study phase that ensures that the IDS project team will follow up and will follow through to achieve the confirmed project's objectives and goals:

- Review and analysis existing documents and surveys.
- Provide a concise and complete Project Schedule including all disciplines and participants.
- Assess existing conditions, identifying California Building Code compliant issues, accessibility, and sustainability, and providing design options and alternatives based on the City's Planning Guidelines.
- Validate the existing infrastructure conditions of the site during all phases to understand the challenges in direct conjunction with the project and document them accordingly.
- Review As-Built Documentation (if available) of the existing project's Building Systems, Common Use Spaces, Site Layout, and Conditions for functionality, adjacencies, and accessibility.
- Schedule a series of meetings with City Representatives, Library Staff, user groups, and stakeholders to confirm proposed program uses and support space requirements.
- Conduct workshop charette sessions to further the project's feasibility study in collaboration with City representatives and the project design team.

#### **General Architectural-Engineering Services**

IDS will support the successful completion of the project by providing the following services throughout the project as follows.

- 1. Conceptual/Schematic Design Phase Services (the following tasks will be included but not limited to):
  - a. Review existing record drawing plans.
  - b. Review utility investigation and provide utility relocation recommendations, as necessary.
  - c. Provide a field investigation and measurements to assess existing site conditions.
  - d. Provide a topographical survey to find existing grade elevations and provide a draft plan for city review and a final plan with grade elevations.
  - e. Lead an on-site kick-off meeting with the subconsultant team and the City.
  - f. Manage project and coordinate with the City and the consultant team for team introductions, review of roles and communications protocols, timeline, and deliverables.
  - g. Provide project programming and visioning for the City to review and comment.
  - d. Survey the project's existing conditions which will include pipe inspection services using camera and video technology.
  - e. Prepare conceptual/schematic design package (30%) for review and comment, including:
    - i. Civil plans including demolition, grading, drainage, paving, site plan, utilities, existing improvements, including curb and gutter, sidewalk, stripping, and right-of-way information and coordination.
    - ii. Architectural plans including architectural site plan, building composite plans, reflected ceiling, building exterior elevations, building sections, building and wall sections, and interior elevations of the proposed renovation and upgrading, with construction details and landscaping plans.
    - iii. Structural plans.
    - iv. Mechanical plans.
    - v. Plumbing and Fire Protection plans.
    - vi. Electrical plans.
    - vii. Specialty plans including energy.
  - f. Provide a project schedule.
  - g. Provide a preliminary cost estimate.

#### 2. Design Development (DD) Phase

- a. Upon the client's approval of the schematic design package (30%) and cost estimate, IDS will then prepare the design development package, which will include the following tasks:
  - i. Civil plans including demolition, grading, drainage, paving, site plan, utilities, existing improvements, including curb and gutter, sidewalk, stripping, and right-of-way information and coordination.
  - ii. Architectural plans including architectural site plan, building composite plans, reflected ceiling, building exterior elevations, building sections, building and wall sections, and interior elevations of the proposed renovation and upgrading, with construction details and landscaping plans.
  - iii. Structural plans.
  - iv. Mechanical plans.
  - v. Plumbing and Fire Protection plans.
  - vi. Electrical plans.

- vii. Specialty plans including energy.
- viii. Draft (50%) technical specifications.
- ix. Preliminary cost estimate.
- b. Detailed cost estimating and marketplace conditions.
- c. Provide construction phasing and scheduling that will minimize interruption to operations.
- d. Provide alternate systems evaluation and constructability studies where applicable.
- e. Review and implement the City provided environmental hazardous materials assessment report.
- f. Provide long-lead procurement studies.
- g. Coordinate with various City of Coachella departments, other agencies, utility companies, etc.
- h. Participate in value engineering options and discussions.
- i. Provide the owner factors related to quality, safety, and environmental.
- j. Advise City on choosing green building materials.
- k. Provide a Quality Assurance and Quality Control review.
- I. Lead a 60% submittal review meeting with the subconsultant team and the City.
- m. Submit 60% package for initial building permit intake.
- n. Make corrections and revisions based on permit comments.

#### 3. Construction Documents (CD) Phase - 100% Progress and Estimates

- a. Upon the client's approval of the design development package and cost estimate, IDS will then prepare the construction documents and permit submittal, which will include the following tasks:
  - i. Civil plans including demolition, grading, drainage, paving and utilities.
  - ii. Architectural plans including building composite plans, reflected ceiling, building elevations, building and wall sections, landscaping plans, interior elevations, and construction detailing.
  - iii. Structural plans.
  - iv. Mechanical plans.
  - v. Plumbing and Fire Protection plans.
  - vi. Electrical plans.
  - vii. Specialty plans including energy.
- b. Provide a Quality Assurance and Quality Control review.
- c. Prepare final 100% technical specifications.
- d. IDS to lead the 100% submittal review meeting with the project team and the City.
- e. Submit 100% CD package for final permit approval.
- f. Review construction document package and cost estimate with the City.
- g. Review and address all city plan check comments to provide a final document set for construction.

#### 4. Bidding Phase

- a. Upon the client's approval of the construction documents and receipt of the building permit, IDS will support the City's bidding process, which will include the following tasks:
  - i. Lead the pre-bid construction team meeting with the city, sub-consultants, and the general contractor.
  - ii. Provide a bid schedule and payment schedule.
  - iii. Assist with bid addenda and clarifications in response to bidder questions.
  - iv. Support the City with bid evaluations as necessary.
  - v. Make design modifications to reduce construction cost as needed.

#### 5. Construction Administration/Observation Phase

- a. Upon selection of a general contractor, IDS will participate in construction administration/observation. Tasks will include the following:
  - i. Attend a pre-construction conference.
  - ii. Attend on-site construction meetings.
  - iii. Oversee project and coordinate with City and subconsultant team.
  - iv. Review submittals and mock-ups.
  - v. Respond to requests for information (RFIs).
  - vi. Review proposed substitutions, alternates, and change orders.
  - vii. Change Orders All changes (increase or decrease in scope) must be submitted in writing for City approval. The Consultant shall submit a cost fee proposal for all changes. The City will evaluate and issue a Notice to Proceed for each Change Order separately.
  - viii. Provide construction survey and staking as required.
  - ix. Provide temporary markings depicting limits of construction prior to the pre-construction meeting.
  - x. Observe construction during site visits for consistency with design intent as conveyed in the construction documents.
  - xii. Attend a substantial completion walk through.
  - xiii. Prepare and submit a set of Mylars "Record drawings" reflecting the as-built conditions of the project to the City of Coachella for review and approval.
  - xiv. Provide a digital copy of the project plans in .dwg and .pdf format to the City.
  - xv. Attend a final completion walk through.
  - xvi. Review contractor's as-built drawings.

#### Close-out Phase

- Coordinate and verify training and commissioning efforts.
- Conduct close-out proceedings and post-occupancy evaluation.
- Provide as-built drawings in CAD and PDF format.
- Coordinate and conduct a warranty walk-through.

#### **Deliverables**

Consultant shall provide design submittals, cost estimates, schedules, as-built documents, and reports as outlined in the scope of work for the various design phases.

Consultant shall provide construction observation reports, responses to requests for information, and review comments on submittals during the construction phase.

#### Schedule

Design work will commence upon execution of the contract and be completed within ten months.

The bidding and construction phase is anticipated to continue for 18 months after design completion.

#### **Scope of Services**

#### **Library Annex**

- · Correct any building deficiencies.
- Upgrade all mechanical, electrical, plumbing, and technology.

All Grant-Funded Infrastructure Items per grant application and approval from California State Library to include the following:

- Furnish and Install a Fire Sprinkler System.
- Fire Alarm System Control Panel.
- Emergency Egress Hardware.
- Emergency Egress Light, Power Systems.
- Ceiling Finishes (for new sprinkler system).
- Air Filtration System.
- Security System CCTV and Alarm System.
- **HVAC** Replacement.
- HVAC Terminal and Package Units.
- Electrical Service.
- Seismic Retrofit.
- Roof Replacement.
- Replace Carpet and/or Floors.
- Window replacements.
- Painting (preventative maintenance).
- Replace Signage, ADA tactile, and larger fonts for the visually impaired.
- Replace non-emergency lighting.
- Replace interior doors and locks.
- Inclusive Access.

#### Non-Grant-Funded Items:

- Art wall in exterior public patio space.
- Café
- Carpet
- Fixtures (Service desks, counters, cabinetry, display furniture, mobile shelving).
- Flexible Office space-community organization outreach or services, nonprofit support offices.
- Friends of the Library Book Sale space.
- **Interior Paint**
- Landscaping

- LED Sign upgrade
- Library Furniture
- Outdoor use spaces-public patios with seating.
- Private meeting/study rooms.
- Scalable Classroom/maker space/meeting rooms.
- Steel book shelving and end panels.
- Technology-cabling upgrades, computers, AV, PA system, screens, sound.
- Window coverings for climate and light control.

#### PROJECT CONTROLS

IDS provides skills and decision-making capabilities honed from many years of experience serving our clients. The overarching goal will be to ensure that project work is performed in strict accordance with contract documents, the project's schedule and budget, and governmental requirements. These services will primarily fall within the following four functional categories:

- · Cost Management: Provide accounting guidelines and budgets, establish cost control mechanisms, provide forecasts, validate project estimates, develop estimates, and negotiate change orders, analyze cash flow, generate change order contingency reports, and develop estimates for alternative strategies for cost reduction scenarios.
- Time Management: Ensure timely decision-making and actions regarding RFIs, submittals, schedule development, schedule review, monitoring of schedule resources and analysis of time extension requests.
- Quality Management: Provide quality assurance and control functions necessary for constructability review and inspection. Enforce codes, regulations, design criteria, and safety requirements; and
- Project/Contract Administration: Ensure that all the administrative tasks that must take place during project execution are accounted for.

#### PROJECT BUDGET & COST CONTROL

IDS believes that a comprehensive project budget should addresses all phases of the project and that a Cost Account Structure will be established so that costs are distiguishable at all levels of management. This budget will track costs perfomed from design through construction and actual costs invoiced through progress payments. The budget will be further refined as design activities continuous throughout the project and cost data becomes available. This process provides the City the ability to verify adherence to the project budget and scope of work.

#### PROJECT REPORTING PROCEDURES

IDS will provide reports that compare budget to actual costs, analyze cash flow and identify trends, present budget and schedule forecasts to the identified milestones. The reporting systems will include summaries and graphics. Reports will be designed to provide information at the different levels of detail required by the City's staff, or other project participants and decision-makers.

Our proficiency with the industry's scheduling tools, such as PlanSwift® and Microsoft Project, enable us to control any project's time functions. Moreover, IDS has successfully used cost control systems on numerous projects. We have identified, captured, reported, and controlled costs using PlanSwift® and other client-required systems. The project controls systems can be set up on a facility-commodity basis such that roll-up reports can be created giving visibility to individual facility or individual commodity status.





#### VALUE ENGINEERING, LIFE CYCLE COST ANALYSIS, AND BID ALTERNATE DESIGNATION

IDS performs in-house cost estimates to identify opportunities for alternate bids that will provide flexibility for our clients as they balance between the project scope for construction and the cost of construction.

The first path to value engineering savings is constructability. Our construction cost estimator provides an internal constructability review. which will allow the design team to eliminate scope that will later prove to be impractical to build and therefore costly.

The second path to value engineering is the search for alternates that provide nearly equal performance at less initial cost. When considering these initial cost savings, IDS provides a life cycle cost analysis of the alternatives so that our clients can make informed choices.



#### Value Engineering Project Example:

The City of Rancho Santa Margarita City Hall and Bell Tower Regional Community Center required repairs due to water intrusion. IDS was retained as the architect of record (AOR) for the project. The initial cost estimates indicated that the project would come in significantly over budget. IDS value engineered portions of the work with alternative designs and determined constructability savings for the city. Prior to bidding, IDS identified add alternates in the bid documents. The project was on a \$1,800k construction cost trajectory, however, due to the IDS team's value engineering efforts, the City awarded a contractor who bid of \$1,450k.



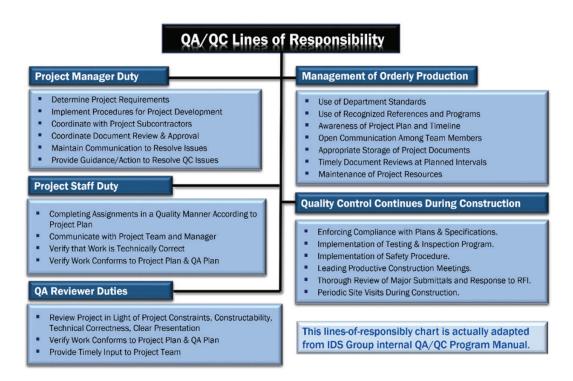
#### APPROVAL PROCEDURE

Effective construction management requires accurate and thorough communication and documentation management. IDS will serve as the communications liaison between the City's staff and the project contractor. We will provide field support to assist in an expedited review of construction-related issues such as Requests for Information (RFI), Submittals, Quality Control deficiencies and Change Orders. We will focus on adherence to formal procedures for logging, reviewing, processing, and expediting approvals.

#### QUALITY ASSURANCE / QUALITY CONTROL

Our program requires the review of all architectural/engineering work by a QC Manager, who is qualified in these types of reviews. The main objective of this program is to satisfy the City's expectations for quality work from our design team and to limit the exposure of the City to problems that may arise during construction. The QC Manager and will be in continuous contact with our project manager throughout the progress of the assessment and design.

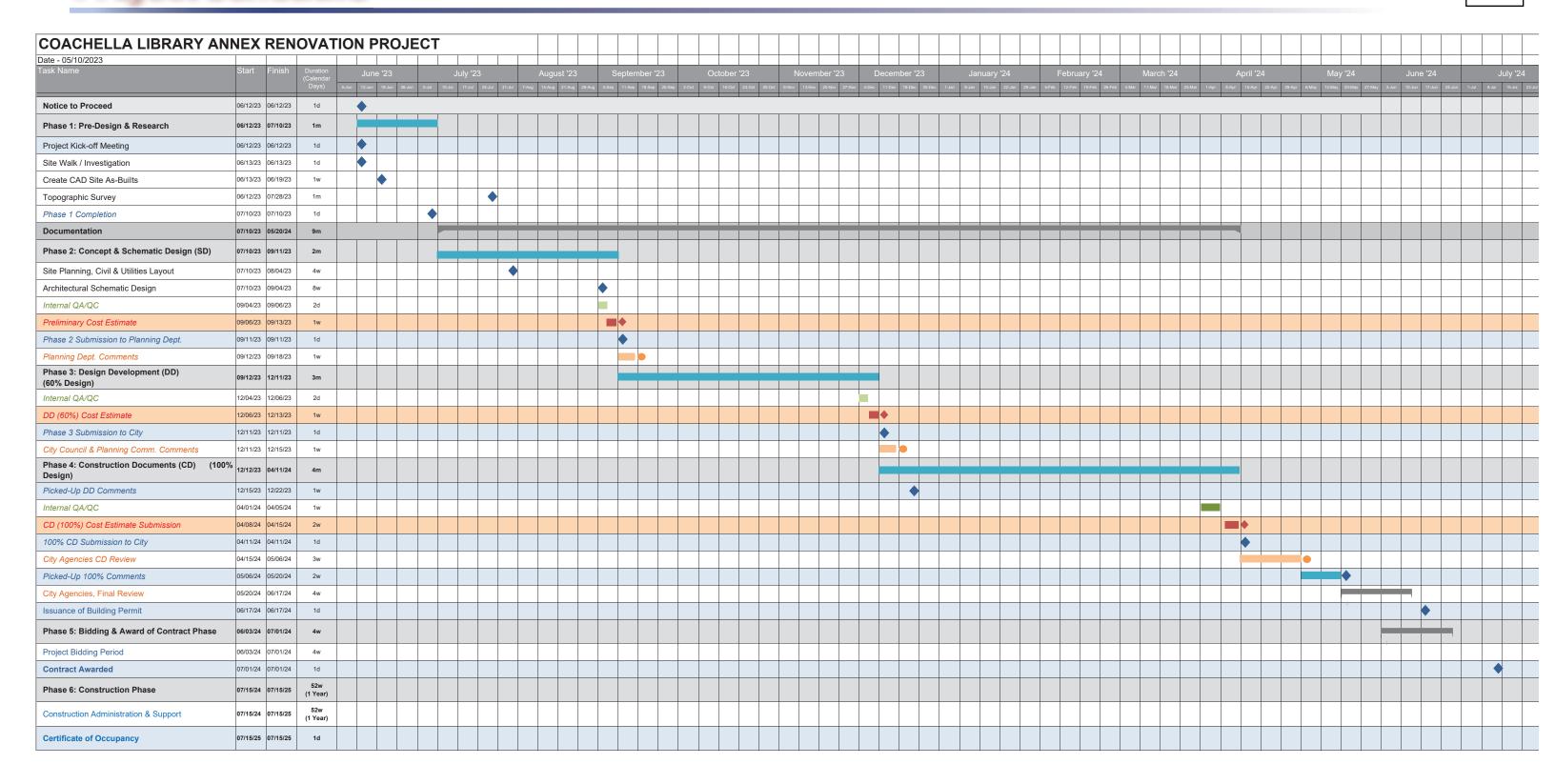
Our practice stresses response to project requirements, adherence to applicable codes and regulations, developing work products consistent with standards prevailing in the profession, and producing reports conforming to our established inhouse standards.



Throughout the course of the project, our Project Manager will be in continuous contact with our team members to ensure efficient use of the capabilities of the entire team. The QC Manager will interact frequently with the City's core group to ensure that we understand the requirements and preferences and to assure adherence to the project schedules and deliverables in a timely manner.

# **Project Schedule**

Item 12.



3. Exceptions / Deviations

#### Item 12.

# **Exceptions/Deviations**

IDS does not have any exceptions or deviations from the requirements of this RFP.

# 4. Appendices

IDS Group will provide services specific to the project scope requirements. Our experience has been to furnish the most expeditious and efficient team to reduce response times and include support for key stakeholders to achieve a collaborative successful project.





\*Key Staff



IDS IN-HOUSE A/E TEAM								
	Shelley Sivak, RA, LEED AP* Project Architect		Annielyn Bactol, Assoc. AIA, LEED AP* Project Manager					
	Mahsa Javaherian Sr. Architectural Designer		Anthony Zanotti, PE* Mechanical Engineer					
	Darren Smith, PE, BEAP* MEP Manager		Bradley Mansfield, RA, AIA Quality Assurance / Quality Control					
	Steven Collins, PE* Lead Electrical Engineer		Matthew Michnewich, SE* Lead Structural Engineer					
	Adrian Anderson, PE Lead Civil Engineer		Joy Lyndes, PLA, FASLA Landscape Architect					
	Narges Ghazi Electrical Designer	1	Faisal Dakhil, BSCE, MSCE* Cost Engineer / Estimator					





Education Master of Architecture, Southern California Institute of Architecture **Professional Credential** Architect, CA #C15573

#### John Silber, RA

#### **Principal Architect**

Mr. Silber is an award-winning architect covering a broad range of urban projects, including a number in areas of special interest, such as the link public education creates between culture and economic vitality. He has mastered the interface between community design expectations, urban in-fill architecture and modern code standards for fire / life safety, energy, and accessibility. John has been an active member of the architecture and urban design of Southern California.

#### Relevant Project Experience

County of Orange DPW Brea Library Renovations | Brea, CA

County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA

County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Los Alamitos, CA

County of Orange Yale Homeless Shelter | Santa Ana, CA

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA

City of Irvine Workspace Planning and Architectural Improvements | Irvine, CA



Education Master of Architecture, California State Polytechnic University, Pomona **Professional Credentials** Architect, CA #C33767 LEED Accredited Professional

#### Shelley Sivak, RA, LEED AP

#### **Project Architect**

Ms. Sivak has been involved in the fields of architecture and interior design for more than 25 years, shaping space, and bringing life to both urban and suburban settings, which create a strong sense of place. Shelley specializes in reviewing the state of the existing building and evaluates' its size and layout for the intended use, identifying the need for repair, renovation, and expansion. Projects have included programming, schematics, design development, color and finish selections, client presentations, construction documentation, researching and writing specifications, budgeting, project, and construction administration.

#### Relevant Project Experience

County of Orange Dept. Public Works El Toro Library Space Planning and Architectural Improvements | Lake Forest, CA

County of Orange Dept. Public Works Brea Library Space Planning and Architectural Improvements | Brea, CA

County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Los Alamitos, CA

County of Orange Yale Homeless Shelter | Santa Ana, CA

Municipal Water District of Orange County Office Space Planning and Architectural Improvements | Fountain Valley, CA



Education Masters in Urban Planning. University of the Philippines Bachelor of Science, Architecture,

**Professional Credential** LEED Accredited Professional

University of Santo Tomas,

Philippines

Annielyn Bactol, Assoc. AIA, LEED AP

#### Architectural Project Manager

Annielyn is a collaborate team player who brings over 20 years experience in programming, code analysis while leading project teams from schematic design through construction documentation, construction administration, and project closeout. Her work approach is to define the project issues to allow for the development of quality office workspace environments with consideration to long-term client needs She ensures design solutions are relative and synthesized that support the needs of end users.

#### Relevant Project Experience

Metropolitan Water District of Orange County, Administration Office Building Tenant Improvement | Fountain Valley, CA

Applied Medical Research Facility L203 Building Expansion | Lake Forest, CA

Applied Medical Research Facility R114 Tenant Improvement | Rancho Santa Margarita, CA

Applied Medical Research Facility R105 Cogen Construction Administration | Rancho Santa Margarita, CA



Education

**Cornell University** Master of Science, Structural Engineering, Cornell University Bachelor of Science, Civil Engineering, Cairo University **Professional Credentials** Structural Engineer, CA #S3680 Civil Engineer, CA #C43988

Doctorate, Structural Engineering,

Said Hilmy, PhD, SE, LEED AP

#### Structural Engineer

Dr. Hilmy has 30 years of experience in structural engineering design and analysis and project management with strong expertise in the design and upgrade of steel, concrete, and wood structures. Recognized for his knowledge of code developments and seismic retrofit, Dr. Hilmy has worked on more than \$3 billion engineering projects and more than 200 seismic assessments and retrofit projects in California and other states since the 1985 Mexico City earthquake.

#### Relevant Project Experience

County of Orange DPW Brea Library Renovations | Brea, CA

County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA

County of Orange Yale Homeless Shelter | Santa Ana, CA

City of Azusa Light & Water Department Space Planning and Architectural Improvements | Azusa, CA

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA

City of Irvine Workspace Planning and Architectural Improvements | Irvine, CA CalOptima Space Planning and Architectural Improvements | Orange, CA

**LEED Accredited Professional** 



Education
Bachelor of Science,
Mechanical Engineering
Technology,
California State University,
Long Beach
Professional Credential
Mechanical Engineer, CA
# M30841
LEED Accredited Professional:
Building Design and
Construction
ASHRAE: BEAP (Building
Energy Auditing Professional)

## Darren Smith, PE, BEAP Lead MEP Manager

Darren Smith is a registered mechanical engineer with more than 23 years of experience in both design bid build and design build projects. Darren is an experienced design engineer and project manager with extensive experience in designing and managing numerous construction projects requiring strong cross communication at various levels of project ownership.

#### Relevant Project Experience

County of Orange Yale Homeless Shelter | Santa Ana, CA

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA

City of Anaheim West Tower HVAC Rehabilitation and Replacement | Anaheim, CA

City of Carlsbad Public Safety Center and Emergency Operations Center | Santa Ana, CA

Amgen Office Workspace of the Future | Thousand Oaks, CA



Education
Master of Engineering,
Civil Engineering
Rensselaer Polytechnic Institute
Bachelor of Science,
Civil Engineering
Rensselaer Polytechnic Institute
Professional Credentials
Structural Engineer
CA, #S-6747
Civil Engineer
CA, #C-84504

#### Matthew Michnewich, SE

#### Structural Engineer

Mr. Michnewich is a licensed Structural Engineer in California with over 9 years of experience in building design and analysis. His areas of expertise include seismic evaluation and retrofit of existing buildings using performance-based design methods, along with new construction of concrete and steel buildings. Matt's passion for seismic engineering and extensive knowledge of both structural behavior and building codes have quickly made him a leader on important and complex projects in the education, commercial, and civic sectors. Matt continually works to advance the state of practice as an active member of the ASCE 41 technical committee and as a board member for SEAOSC.

#### Relevant Project Experience

City of Carlsbad Public Safety Center and Emergency Operations Center | Carlsbad, CA

City of Carlsbad Emergency Operations Center Conference Wing | Carlsbad, CA

City of Carlsbad Fleet Operations Building - Anchorage Design for New Vehicle Lifts | Carlsbad, CA

State of California, Department of General Services, Junipero Serra Slab and Beam Repair | Los Angeles, CA



Education Bachelor of Science. Mechanical Engineering, University of Southern California

**Professional Credential** Mechanical Engineer, CA #M36110

#### Anthony Zanotti, PE

#### Mechanical Engineer

Mr. Zanotti is a performance driven HVAC engineer who takes the initiative, to operate with integrity, and thrive in a fast-paced work environment Design expertise in static pressure loss, head loss, load calculations, LEED plumbing and HVAC design, pump and other HVAC unit selection, and plumbing equipment selection. Currently, Anthony oversees all phases of construction administration including submittal review, RFI's, and site visits/reports. He is proficient in Revit and AutoCad.

#### Relevant Project Experience

Pomona Resource Building A/E Improvements and Upgrades | Pomona, CA

City of Carlsbad Public Safety Center & Emergency Operations Center HVAC System | Carlsbad, CA

Cedars Sinai - Mechanical System Upgrade for The Wilshire Clinic Remodel and Expansion | Los Angeles, CA

Orange County Sanitation District, EPSA Motor Cooling Improvements, Plant No. 2 | Fountain Valley, CA

Anaheim General Hospital Air Handler Unit Upgrade | Anaheim, CA



Education Master of Science, Civil Engineering, University of Southern California Bachelor of Science, Civil Engineering, University of Southern California

#### Faisal Dakhil, MSCE, BSCE

#### Cost Estimator

Mr. Dakhil has over 30 years of pre-construction, construction management, and estimating experience in a wide spectrum of projects ranging in value from \$1 million to more than \$250 million. As Senior PM and Chief Estimator, Faisal has accumulated a long track record of successful jobs coming in under budget and on-time, resulting in substantial savings for the clients.

#### Relevant Project Experience

County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA

County of Orange DPW Brea Library Renovations | Brea, CA

City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA

City of Irvine Workspace Planning and Architectural Improvements | Irvine, CA

West Basin Municipal Water District Donald L. Dear Building Office Space Evaluation and Planning | Carson, CA

City of Rancho Santa Margarita City Hall Office Space Planning and Architectural Improvements | Rancho Santa Margarita, CA



Education

Bachelor of Science, Aeronautical Engineering, Rensselaer Polytechnic Institute

> Master of Science, Electrical Engineering, Rensselaer Polytechnic Institute

**Professional Credential** Electrical Engineer, CA #22808

## Steven Collins, PE, LEED AP

#### Lead Electrical Engineer

Steven is a licensed engineer in the design of electrical building systems to meet client requirements for a variety of new construction and renovation work in the areas of office facilities, data centers, banks, universities, hospitals and educational facilities. He is also skilled in the design of Photovoltaic Systems for both ground mount and roof-mounted systems ranging in sizes from small systems up to 5 MW systems, as well as the design responsibility for a 789 KW Gas Turbine Microgrid. Relevant Project Experience

City of Newport Beach Central Library Elevator | Anaheim, CA

City of Anaheim West Tower, HVAC Rehabilitation and Replacement | Anaheim, CA

Pacific Park Electrical Upgrades | Menifee, CA

Cal Poly Pomona Lyle Center for Regenerative Studies A/E Upgrades | Pomona, CA



Education

Bachelor of Science, Business Administration, **Phoenix University** Architectural Technology, Orange Coast College

**Professional Credential** Architect, CA #27303

Bradley Mansfield, RA, AIA

#### Quality Assurance - Quality Control Manager

Bradley is a licensed architect who takes the initiative to complete processes of coordinated project deliverables and management. He is well-versed in various responsibilities including contracts, scheduling, budgeting, negotiating, inclusive team building, mentoring, collaborating, client management, quality assurance, quality control and value engineering. Bradley has over 30 years of design experience in California for community focused projects in adaptive reuse, historical buildings, education, senior living, and urban infill projects.

#### Relevant Project Experience

City of Huntington Beach Police Headquarters\* | Huntington Beach, CA

Riverside Community College Maker Space, Innovation Center, and Library\* | Riverside, CA

Citrus College Child Development Center\* | Glendora, CA

Fullerton College, Accessibility Modernization\* | Fullerton, CA

\*Staff experience with another firm



Education

Master of Science, Acoustics University of California, Los Angeles

Bachelor of Science, Mechanical Engineering, California State Polytechnic University, Pomona

#### **Professional Affiliations**

**Acoustical Society of America** (ASA)

> American Society of Mechanical Engineering (ASME)

American Society of Heating, Refrigerating & Air Conditioning Engineers (ASHRAE)



#### Director, Architectural Acoustics



John LoVerde is an expert acoustical consultant with a focus on testing, research, and reporting methodology. As a researcher, John's spent time on the acoustical performance reliability of construction assemblies and products such as windows and doors. To this end, John has developed a comprehensive database populated with the firm's data acquired over decades that describe the range of performance variables associated with IIC and STC test results. This tool aids clients and others to gauge the ability of a given assembly to meet code compliance thresholds, as well as compare acoustical performance as a function of cost.

#### Relevant Project Experience

City of Commerce, Rosewood Park Library | Commerce, CA

City of Alhambra Library | Alhambra, CA

Pico Branch Library at Virginia Park | Santa Monica, CA

Quartz Hill Public Library | Quartz Hills, CA

Digital Media Labs, Central Library | Los Angeles, CA

Digital Media Labs, Pio Pico Library | Los Angeles, CA

Skyline Hills Branch Library | San Diego, CA



Education

San Francisco Institute of Architecture University of Hawaii at Manoa -School of Architecture

#### **Professional Certifications**

Certified Technology Specialist -Designer (CTS-D), Audiovisual and Integrated Experience Association (AVIXA)

> Crestron - DM-D, NVX & NVX Networking

#### Menandro Domingo, CTS-D



#### IT/AV/Security Systems Consultant

Menandro Domingo is a highly experienced Audio-Visual Systems designer, who throughout his 19-year career, has worked on all manner of building types, size and AV systems complexity. This includes classrooms, boardrooms, auditoriums, training facilities, multi-purpose spaces and public address systems for hospitals and transportation facilities. He is an adept modeler including sight-line studies and power and heat load calculations, as well as an exacting designer of AV paging and other systems.

#### Relevant Project Experience

Los Angeles County Office of Education | Downey, CA

Ocean Discovery Institute | San Diego, CA

Seattle Central Library | Seattle, WA

Santa Ana College, Science Center | Santa Ana, CA

Rancho Los Amigos | Downey, CA

California State University, Northridge - Student Union | Northridge, CA

Los Angeles Community College District, Mission College - Various Buildings | Sylmar, CA



#### Education

Master of Science, Civil Engineering University of California, Los Angeles

Bachelor of Science, Civil Engineering University of California, Los Angeles

#### **Professional Registrations**

Licensed Civil Engineer, CA, #70959

Post-Disaster Safety Assessment Program (SAP) Evaluator, State of California (ID#65161),

> California Emergency Management Agency (CalEMA, Formerly OES)

#### Kristen Chang, PE

#### Senior Geotechnical Engineer



Ms. Chang is a registered civil engineer in the State of California with over 19 years of experience on a broad range of projects in the fields of geotechnical engineering and earthquake engineering. Her areas of expertise include probabilistic and deterministic seismic hazard analysis, seismic deaggregation, selection and modification of earthquake ground motions, 1-D and 2-D site response analyses, and numerical modeling. Ms. Chang has significant experience with seismic hazard analysis and ground motion development throughout California as well as soilstructure interaction evaluations for retaining walls, excavations, buildings and foundations, and underground structures and tunnels, under static and seismic conditions.

#### Relevant Project Experience

Hollywood Park Revitalization Project | Inglewood, CA

Pio Pico Residential Development | Carlsbad, CA

Mixed-use Development and Subterranean Parking Structure | Santa Monica, CA

Broadstone Hancock Park | Los Angeles, CA

UC San Diego Hillcrest Medical Center Campus Redevelopment | San Diego, CA

St. Paul's Senior Center Geotechnical Investigation | San Diego, CA

City of Inglewood Civic Center Seismic Upgrade | Inglewood, CA



**Veneklasen Associates** 

Consultants in Acoustics | AV | IT | Security | Environmental Noise | Underwater Acoustics | Modeling FEA SEA BEM

May 9, 2023

#### **IDS Group**

1 Peter Canyon Road, Suite 130 Irvine, California 92606

Attention: Liza Hall

Subject: Coachella Library Project; Coachella, California

Dear Liza:

Veneklasen Associates, Inc. (Veneklasen), is excited to join the IDS Group team to provide Acoustics, Audio-Visual, Information Technology and Security System Design services for the Coachella Library Project.

Our company has a proven track record of delivering exceptional services in Acoustics, Audio Visual, IT, and Security. We are dedicated to working closely with you to achieve the project's objectives and deliver outstanding results.

We look forward to working with you and the IDS team to achieve a successful project outcome.

Respectfully submitted, Veneklasen Associates, Inc.

Mahabir Atwal, Ph.D.

Principal

1711 Sixteenth Street • Santa Monica California 90404 • tel: 310.450.1733 • fax: 310.396.3424 • www.veneklasen.com



**IDS Group** 1 Peters Canyon Rd., Suite 130 Irvine, CA 92606

May 9, 2023

SUBJECT: **Memorandum of Understanding** 

This Memorandum of Understanding confirms our commitment that Group Delta will join the IDS Group team and will provide services to IDS Group, in the form of a preliminary geotechnical report. The report will be written for Geotechnical Services for the Coachella Library Annex Renovation Project, in response to the Request for Proposals for Professional Engineering and Landscape Architectural Services, City Project No. F-33. The City of Coachella proposes to renovate and upgrade the existing 7,700 SF Coachella Library Annex on Seventh Street between Vine Avenue and Orchard Avenue.

We appreciate this opportunity to be of continued professional service. Please contact us with questions or comments, or if you need anything else.

GROUP DELTA CONSULTANTS, INC.

Jaime Bueno, P.E.

Associate Engineer

370 Amapola Avenue, Suite 212, Torrance, CA 90501 TEL: (310) 320-5100 Anaheim – Irvine – Ontario – San Diego – Torrance www.GroupDelta.com

## **Subconsultant Teaming Letters**

Item 12.

From: Chris Riehle <chris@arlandsurveying.com>

Sent. Tuesday, May 09, 2023 3:03 PM

To: Adrian Anderson Cc: John Silber; Liza Hall

Re: Memorandum Commitment Letter for Land Surveying - Coachella Library Annex Renovation Subject:

**Project Proposal** 

#### **EXTERNAL EMAIL**

#### Adrian.

as principal of Andrade Riehle Land Surveying, LLP (ARLS), our firm is committed to providing to IDS Group the stated land surveying services below as part of this project.

Chris Riehle

Christopher Riehle, PLS



Andrade+Riehle Land Surveying, LLP

917 Glenneyre Street, Suite 1 Laguna Beach, CA 92651 (m) 714.412.9009 (o) 949.494.3388 chris@arlandsurveying.com

From: Adrian Anderson <Adrian.Anderson@idsgi.com>

Coachella Library Annex Renovation Project | City Project F-33

Sent: Tuesday, May 9, 2023 2:13 PM

To: Chris Riehle <chris@arlandsurveying.com>

Cc: John Silber < John.Silber@idsgi.com>; Liza Hall < liza.hall@idsgi.com>

Subject: Memorandum Commitment Letter for Land Surveying - Coachella Library Annex Renovation Project Proposal

Chris,

Please see scope below to be included as the contents for the subconsultant Memorandum Commitment Letter, which this email will serve with your affirmative email reply committing ARLS, Inc. Land Surveying services as part of the IDS Group team.

Scope of services includes lump sum for conventional topographic survey at 1"=10' scale of property and immediate vicinity to fence, wall, or other assumed property line for the Coachella Library Annex Renovation Project (City Project F-33). Survey to include building wall perimeter corners, sidewalks, on-site parking lot, shot of finished floor inside doors to buildings to be modified, and curb to curb street sections at 25' O.C. along the property frontage for 7th Street and Orchard Avenue including striping for stop traffic controls, crosswalks and on-street angled parking.

5. Cost and Price Proposal

# **Cost Proposal**

Please see IDS' Cost and Price Proposal located in a separate envelope labeled Envelope No. 2.



















1 Peters Canyon Road, Suite 130 | Irvine, California 92606 | T: (949) 387-8500 | www.idsgi.com



# City of Coachella

# displacement avoidence plan







## project activities

#### The Process

- 1 needs assessment
- 2. policy development
- 3. implementation framework
- **4** write TCC application



# Task 1: Needs Assessment Research

Task 1.1 Housing

KDI will review all available City housing data, reports, and other relevant documents to identify indicators of potential displacement or displacement risk. We will develop maps of displacement risk or vulnerability that the City can use to support the TCC proposal.

#### Task 1.1.1 Resident Focus Group

To supplement City data, KDI will organize and host a focus group of residents who represent renters, home owners, and the formerly unhoused. Our planning team will synthesize and visualize the findings and submit them to the City.

Task 1.2 Small Business

KDI will review all available City small business data to identify economic risks and opportunities.

Task 1.2.1 Small Business Focus Group
To supplement City data, KDI will organize
and host a focus group of 5-6 small business
owners who represent different sectors in
Coachella's economy. Our planning team
will synthesize and visualize the findings
and submit them to the City.

#### **Deliverables**

- Displacement risk maps
- Summary of housing and small



## project activities

## **Task 2: Policy Development**

Task 2.1 Review Existing Anti-displacement Policies

The City will send KDI all existing City policies related to housing and small businesses. KDI will review and then organize a check-in to clarify existing policies and practices.

Task 2.2 Develop Draft Policies to Implement

Based on the list of TCC approved policies and the City's needs, we will prepare a menu of possible housing and small business policies for the City to adopt.

## Task 2.3 Policy Workshop

In the working session, KDI and the City will collectively select three housing and two business recommendations from the menu developed in Task 2.2.

# Task 3: Implementation Framwork

KDI will meet with up to 6 potential partners with expertise in engagement, policy, and legal services in order to identify a DAP implementation team. In consultation with selected partners, KDI will develop the implementation strategy to be included in the TCC application.

#### **Deliverables**

- Implementation Team assembled
- implementation strategy

## Task 4: Write TCC Application

In coordination with the City of Coachella, KDI will write the TCC application based on the five selected policies and the implementation strategy.

#### **Deliverables**

TCC application





# budget

	Managing Principal	Sr Planning Principal	Associate	Community Coo	Graphic Intern	Planning Coordinator	design coord	
	286	237	171	155	50	155	155	
Task 1 - Needs assessment research								
	0	10	15	43	13	30	2	
	\$0.00	\$2,370.00	\$2,565.00	\$6,665.00	\$650.00	\$4,650.00	\$310.00	\$17,210.00
Task 2 - Policy Development								
		16	26	8		80		
		\$3,792.00	\$4,446.00	\$1,240.00		\$12,400.00		\$21,878.00
Task 3 - Implementation Framework								
	0	10	20	10		8	1	
	\$0.00	\$2,370.00	\$3,420.00	\$1,550.00		\$1,240.00	\$155.00	\$8,735.00
Direct Cost								
Travel + Workshop Materials								\$1,000.00
Hrs	0	36	61	61	13	118	1	
Fee	\$0	\$8,532	\$10,431	\$9,455	\$650	\$18,290	\$155	\$47,513
% time	0%	8%	13%	13%	3%	25%	0%	
Total Project Cost								\$48,823.00



We look forward to discussing this proposal with you.

kounkuey design initiative chelina@kounkuey.org office +1 (213) 537-0031



## **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** Celina Jimenez, Economic Development Director

**SUBJECT:** Authorize the City Manager to Execute a Professional Services Agreement with

Kounkuev Design Initiatives in the Amount of \$48,823.00 for the Preparation

of the Displacement Avoidance Plan for the Transformative Climate

Communities Round 5 Implementation Grant Program

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council consider authorizing the City Manager to execute a Professional Services Agreement with Kounkuey Design Initiatives in the amount of \$48,823.00 for the preparation of the Displacement Avoidance Plan for the Transformative Climate Communities Round 5 Implementation Grant Program.

#### **BACKGROUND:**

On September 14, 2016, Governor Brown signed AB 2722 (Burke), which created the Transformative Climate Communities (TCC) Program, administered by the Strategic Growth Council, in partnership with the Department of Conservation (DOC) and other State agencies. The TCC Program furthers the purposes of AB 32 (Nunez, Chapter 488, Statutes of 2006) and AB 2722 (Burke, Chapter 371, Statutes of 2016) by funding projects that reduce greenhouse gas (GHG) emissions through the development and implementation of neighborhood-level transformative climate community plans that include multiple, coordinated GHG emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities. Previous rounds of TCC funding (Rounds 1-3) were provided by Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds and direct towards GHG reducing projects through the California Climate Investments (CCI) program. For Rounds 4-6, funding of the TCC program is provided through the General Fund's Climate Budget.

#### **DISCUSSION/ANALYSIS:**

The Transformative Climate Communities (TCC) Program administered by the Strategic Growth Council (SGC) establishes a new framework for achieving California's climate goals by concentrating significant resources to accelerate local greenhouse gas emission reductions and uplift the State's most disadvantaged communities. While revitalization brings many benefits, there are reasons to be concerned about the negative effect that increased investment and

development might have on vulnerable populations. As such, the TCC Program also requires policies and programs to avoid the displacement of existing residents and local businesses, to help ensure these key stakeholders benefit from the investment. As part of the application submission requirements and potential recipient of Program funds, the City of Coachella would like to enlist the support of Kounkuey Design Initiatives (KDI) to lead the development of a Displacement Avoidance Plan (DAP) through a community process that informs the design of the plan that includes strategies to reduce economic displacement risk within the Project Area.

The Displacement Avoidance Plan development must include, at a minimum, a community engagement process that informs the design of the plan; a 30-45-day period for public review and written comments; and a minimum of one public workshop; thorough analysis of displacement vulnerability of both existing residents and small businesses within the TCC Project Area; revised policies and programs to address the identified vulnerability of existing residents and small businesses within the TCC Project Area; Displacement Avoidance Taskforce structure and membership; and a requirement that the Displacement Avoidance Plan must meet all TCC Program Guidelines. The Displacement Avoidance Plan is categorized as a transformative plan within the Transformative Climate Community grant program guidelines and is a living document that will support community input throughout the Transformative Climate Communities grant program performance period. Kounkuey Design Initiatives needs funding support in order to conduct these activities as required by the grant program:

#### **Budget**

Total:

Task 1: Needs Assessment Research	\$17,210.00
Task 2: Policy Development	\$21,878.00
Task 3: Implementation Framework	\$8,735.00
Task 4: Prepare DAP TCC Application Section	\$1,000.00

## **ALTERNATIVES:**

1. Authorize the City Manager to Execute a Professional Services Agreement with Kounkuey Design Initiatives in the Amount of \$48,823.00 for the Preparation of the Displacement Avoidance Plan for the Transformative Climate Communities Round 5 Implementation Grant Program

\$48,823.00

2. Not authorize this request.

#### FISCAL IMPACT:

The City's General Fund will be reduced by \$48,823.00 if the City Council approves this request.

#### **ATTACHMENTS:**

- 1. KDI Displacement Avoidance Plan Proposal
- 2. KDI Professional Services Agreement

#### CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of May, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53390 Enterprise Way, Coachella, California 92236 ("City") and Kounkuey Design Initiatives, a private corporation with its principal place of business at 1515 Sixth Street, Coachella, CA 92236 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

#### 2. RECITALS.

#### 2.1 Consultant.

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

#### 2.2 Project.

The City desires to engage Consultant to render such services for the **TCC IG R5 Displacement Avoidance Plan** ("Project") based in the city of Coachella, California, as set forth in this Agreement.

#### 3. TERMS.

#### 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional art mural services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.
- 3.1.2 <u>Term</u>. The term of this Agreement shall be from May 25, 2023 to August 1, 2023 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.



#### 3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, 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.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of the City.
- 3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Chelina Odbert, Jerome Chou, Christian Rodriguez, and Martin Gil**.

- 3.2.5 <u>City's Representative</u>. The City hereby designates Gabriel D. Martin, City Manager or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates **Chelina Odbert, Chief Executive Officer and Founding Principal**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 <u>Coordination of Services</u>. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.
- Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed

and liquidated damages the sum of \$100 per day for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 <u>Laws and Regulations</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

#### 3.2.10 Insurance.

- 3.2.10.1 <u>Time for Compliance</u>. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section.
- 3.2.10.2 <u>Minimum Requirements</u>. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-consultants. Consultant shall also require all of its sub-consultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (B) <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than: (1) *General Liability:* Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

- 3.2.10.3 <u>Professional Liability</u>. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.
- 3.2.10.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
- (A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (C) <u>Workers' Compensation and Employer's Liability</u> <u>Coverage</u>. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy, which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.
- 3.2.10.5 <u>Separation of Insureds; No Special Limitations.</u> All insurance required by this Section shall contain standard separation of insureds provisions. In

addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

- 3.2.10.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 3.2.10.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.
- 3.2.10.8 <u>Verification of Coverage</u>. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.2.10.9 <u>Reporting of Claims</u>. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.2.11 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

#### 3.3 Fees and Payments.

3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Forty-Eight Thousand Eight Hundred and Twenty-Three Dollars** (\$48,823.00). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to the City a monthly-itemized statement, which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work, which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

#### 3.3.5 <u>Labor Code Requirements</u>.

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

3.3.5.2 <u>Registration and Labor Compliance</u>. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

#### 3.4 Accounting Records.

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

#### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

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

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

- 3.5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- 3.5.2 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

#### **Consultant:**

Kounkuey Design Initiatives 1515 Sixth Street Coachella, CA 92236 Attn: Chelina Odbert, CEO + Founding Principal

#### City:

City of Coachella 53390 Enterprise Way Coachella, CA 92236

Attn: Dr. Gabriel D. Martin, City Manager

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

#### 3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

- 3.5.4 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.5 <u>Attorneys' Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- 3.5.6 <u>Indemnification</u>. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free

and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its official's officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

- 3.5.7 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.
- 3.5.8 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.5.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.12 <u>Assignment or Transfer</u>. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term

referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

- 3.5.14 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.16 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.17 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.19 <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.5.20 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every

employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

- 3.5.21 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.22 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

#### 3.6 Subcontracting.

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

#### CITY OF COACHELLA

#### **KOUNKUEY DESIGN INITIATIVES**

By:  Dr. Gabriel D. Martin City Manager	By:Chelina Odbert Chief Executive Officer
Approved as to Form:	Attest to:
Carlos Campos City Attorney	Delia Granados Deputy City Clerk

#### EXHIBIT "A"

## SCOPE OF SERVICES

#### **Budget**

Task 1: Needs Assessment Research	\$17,210.00
Task 2: Policy Development Task 3: Implementation Framework	\$21,878.00 \$8,735.00
Task 4: Prepare DAP TCC Application Section	\$1,000.00
Total:	\$48,823.00

#### Ехнівіт "В"

#### **SCHEDULE OF SERVICES**

Project Start Date: May 25, 2023 Completion Date: June 30, 2023



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E. City Engineer

SUBJECT: APPROVING A RESOLUTION OF THE CITY OF COACHELLA CITY

COUNCIL SUMMARILY VACATING ALL RIGHT OF WAY INTEREST OF SAID CITY FOR STREET EASEMENTS LOCATED ON

ASSESSOR PARCEL NUMBER 778-081-003.

#### STAFF RECOMMENDATION:

Approve Resolution No. 2023-37, a Resolution of the City of Coachella, California, summarily vacating all right-of-way interest of said City for Street Easements.

#### **BACKGROUND:**

Chelsea Investment Corporation proposes to build an affordable housing complex known as Tripoli apartments with property frontage on Sixth Street, Tripoli Way, Bagdad Avenue and Cesar Chavez Street. A portion of this proposed development is encumbered by an easement as described and depicted in Exhibits A and B, attached to Resolution No. 2023-37. These easements were originally intended for public right-of-way use for a potential future alley. However, the easements have not been developed in accordance with its acquired purpose and no maintenance efforts or money has been expended in promoting the easement for its intended use. The easement has no public utilities and currently exists as an unimproved, unmaintained and inaccessible dirt area.

The development of the Tripoli apartment facility will vacate any public purpose of the easement. In order for Tripoli to install decorative wrought iron fencing along their frontage and provide a secure facility, it is recommended that the City approve the vacation of the easement area.

#### **ANALYSIS:**

In order for the City to officially vacate the 20 foot public right-of-way easement the City Council must first hold a public hearing for the street easement vacation to consider the evidence offered by any interested person. Followed by the adoption of an ordinance or resolution based upon the evidence that the said street easement is unnecessary for present or future Public Street purposes (Streets and Highways Code Section 8322).

The Streets and Highways Code requires public notice to be posted or published for at least two (2) successive weeks before passage of the ordinance or resolution, and notices of the street vacations shall be posted in a conspicuous place at least two (2) weeks before the date set for the hearing.

The City Engineer and Staff have analyzed the proposed street easement vacation with respect to the City's present and future need for the 20 foot public right-of-way easements for public street purposes and public utility easement. Staff is in agreement that vacation of this street easement is in the interests of the City of Coachella and its citizens.

#### **FISCAL IMPACT:**

This summary vacation will have no fiscal impact to the City's General Fund.

#### **ATTACHMENTS:**

1. Resolution 2023-37

#### **RESOLUTION NO. 2023-37**

A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL SUMMARILY VACATING ALL RIGHT OF WAY INTEREST OF SAID CITY FOR STREET EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBER 778-081-003

**WHEREAS**, the City council of the City of Coachella, California, is granted the authority to vacate any street right-of-way or utility easement or a part of any street right-of-way or utility easement within the limits of the City by section 8312 of the Streets and Highways Code; and,

**WHEREAS,** this proceeding is being conducted under part 3 of the Public Street, Highways and Service Easements Vacation Law of the Streets and Highways Code; and,

WHEREAS, it is the intention of the City Council of the City of Coachella to vacate the street easements within the City limits of the City of Coachella, California, as shown on Exhibits A and B, which describe and depict an unimproved roadway easement approximately 129 feet in length and 20 feet wide positioned East of Cesar Chavez Street, South of Sixth Street and North of Bagdad Avenue; and

**WHEREAS,** the City Council of the City of Coachella, finds that there are no in-place public utilities that would be affected by the vacation; and,

**WHEREAS**, the City Council of the City of Coachella finds that the easement has not been used nor maintained for its dedicated or acquired purpose for five (5) consecutive years immediately preceding the proposed vacation; and,

**WHEREAS**, the City Council of the City of Coachella, finds that no public money has been expended for maintenance on the street easement during such period.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Coachella does hereby signify and declare its intention to vacate the street and utility easements herein above referred to and more particularly described on Exhibits A and B attached; and,

**BE IT FURTHER RESOLVED** that the 14<sup>th</sup> day of June, 2023, at the hour of 6:00 p.m. of said date, in the City Council Chamber of Coachella, California, is hereby fixed as the time and place for hearing all persons interested in or objecting to the said proposed street easement vacation, said time being not less than fifteen (15) days from the date of the adoption of Resolution 2023-37; and,

**BE IT FURTHER RESOLVED** that the City Clerk of the City of Coachella, California, is hereby directed to cause this Resolution of Intention to be published in the manner prescribed by Section 8322 of the Streets and Highway Code.

# Steven A. Hernandez Mayor ATTEST: Angela M. Zepeda City Clerk APPROVED AS TO FORM:

Carlos Campos City Attorney

PASSED, APPROVED and ADOPTED this 24th day of May 2023

Resolution No. 2023-37 Page 2

STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	) ss.
CITY OF COACHELLA	)
	nat the foregoing Resolution No. 2022-39 was duly adopted by achella at a regular meeting thereof, held on the 24 <sup>th</sup> day of Magnicil:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados	
Deputy City Clerk	

# EXHIBIT "A" LEGAL DESCRIPTION

# ROAD AND PUBLIC UTILITY EASEMENT ABANDONMENT (PORTION OF RIGHT-OF-WAY GRANTED PER GRANT REC. 8/7/1968 AS DOC. #1968-76372) CITY OF COACHELLA

That certain parcel of land, located in the City of Coachella, County of Riverside, State of California, being a portion of "Parcel 2" of that certain Joint Tenancy Grant Deed recorded August 7, 1968 as Instrument No. 76372 of Official Records of said County of Riverside, more particularly described as follows:

A non-exclusive easement for roads and public utility purposes over that portion of Lot 11 in Section 5, Township 6 South, Range 8 East, San Bernardino Base and Meridian, as shown by Map of Lands of Coachella Land and Water Company on file in Book 4, page 53 of Maps, Riverside County Records, described as follows:

BEGINNING at a point on the East line of the State Highway, 223.08 feet North of the Southerly line of said Lot 11:

Thence East, parallel with the South line of said Lot 11, 129 feet;

Thence North, parallel with the East line of the State Highway, 20 feet;

Thence West, parallel with the South line of said Lot 11, 129 feet to the East line of the State Highway;

Thence Southerly, along the East line of said State Highway, 20 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the State of California by deed recorded April 7, 1937 in Book 317 page 570 of Official Records.

ALSO EXCEPTING THEREFROM that portion lying within Parcel 1 of a "Deed for Grant of Road Right-of-Way" recorded August 7, 1968 as Instrument No. 76372, Official Records of said County of Riverside.

ALSO EXCEPTING THEREFROM that portion lying within a "Deed for Grant of Road Right-of-Way" recorded March 18, 1971 as Instrument No. 26948, Official Records of said County of Riverside.v

CONTAINING 2,182 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way, and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

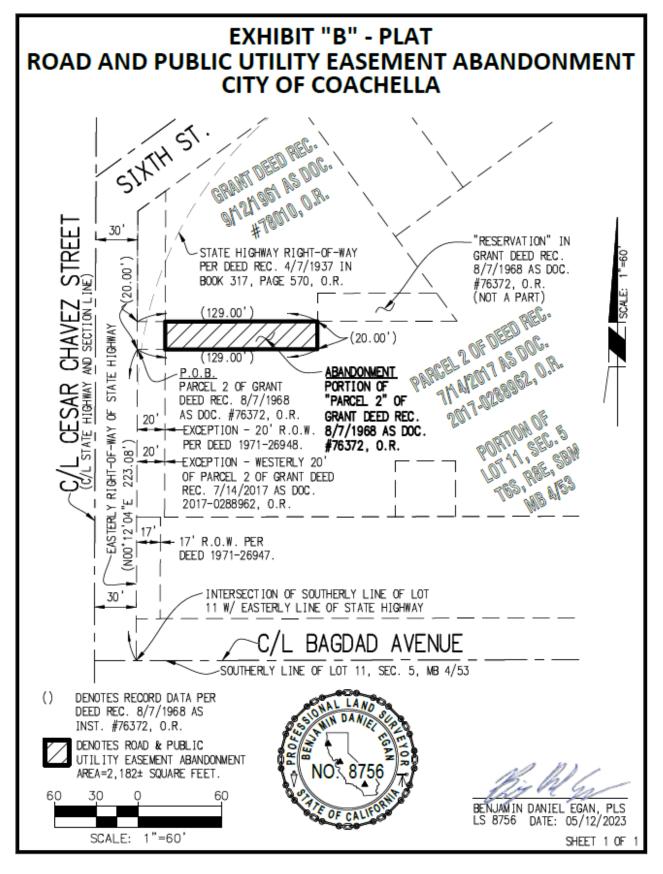
This legal description and accompanying plat were prepared by me or under my direction.

Benjamin Daniel Egan, PE, PLS Licensed Land Surveyor No. 8756

Prepared: May 12, 2023



Page 1 of 1







Prepared By:
Development Services Department
Gabriel Perez, Development Services Director
Adrian Moreno, Associate Planner
Eva Lara, Planning Technician

Coachella Permit Center 53-990 Enterprise Way Coachella, CA 92236 (760) 398-3102 Fax (760) 398-5421 www.coachella.org

\*Cannabis-related businesses/developments are identified in green text.

Case	No.	Name / Description	Location	Contact Person	Approval Date & Status
AR EA	14-02 14-03	Double Date Packing Facility Construct new 35,500 sq. ft. date packing facility	86301 Industrial Way APN 763-131-061	Steven Gilfenbain 9777 Wilshire Blvd., #900 Beverly Hills, CA. 90212 (310) 651-2591	PC approved 12/17/14 1st Phase Complete
AR	16-04	Truck Storage To develop a vehicle storage yard in the M-S Zone on 3.10 acres.	49-640 Oates Lane	Julia Molinar P.O. Box 3091 Indio, CA. 92201 (760) 578-2108	PC Approved 4/20/16 1st Phase Complete (Off-site improvements pending)
AR TPM CZ EA CUP DA	16-19 37209 16-03 16-06 290	Date Palm Business Park To subdivide 80 acres into a multi-tenant industrial park.	East of Harrison Street, North and South of Avenue 49	Wesley Ahlgren Sundate/Anthony Vineyards P O Box 9578 Bakersfield CA 93389-9578 (760)406-4060	PC Approved 10/18/17 CC Approved 12/13/17 PC Approved (DA) 12/20/18 CC Approved (DA) 1/17/18 CC - 1 <sup>st</sup> Final Map 9/14/20
AR DA	17-07	Glenroy Resort - Project A To construct a 76-unit Bungalow-Style Hotel with 160,656 sq. ft. on 24.43 acres in the CG zone.	SE Corner of Avenue 48 and Van Buren Street	Glenroy Coachella, LLC 1801 S. La Cienega Blvd. Los Angeles CA 90035 (310) 207-6990	PC Approved 6/7/17 CC Approved (DA) 10/11/17 (Ord 1110) Construction Stalled
AR CZ VAR	17-12 17-02 17-06	Coachella Village To construct a new 242-unit multifamily residential project on 9.69 acres	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 11/15/17 CC Approved 1/17/18 Plans Approved and ready for permit issuance
AR	18-05	Coachella Village - Phase #2 To construct a new 110-unit multifamily residential gated community on 4.51 acres of vacant land.	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 10/17/18 Expired Plans Approved
AR	18-10 (Admin)	Golden State Energy Services Construct new electrical substation	NE Corner Polk St. and Industrial Way	Golden State Energy Services 3421 Gato Ct. Riverside CA 92507 (951) 906-9865	Plans Approved

AR	18-11	Pueblo Viejo Plaza Construct new 6,900 sq. ft. commercial center with two restaurants and retail suite.	Northwest corner of 9 <sup>th</sup> St. and Grapefruit Blvd.	Pedro Padilla 49305 Grapefruit Blvd Coachella, CA. 92236 (760) 972-2441	PC Approved 4/17/19 Expired
AR	19-01	Oraway Engineering To construct a new 825 sq. ft. office and contractor yard on 2.89 acres.	54-101 Enterprise Way	Armando Bravo 83-850 Corte Solis Coachella, CA. 92236 (760) 791-4383	PC Approved 4/17/19 Under Construction
AR	19-02	Guardado Commercial Center To construct a new 22,300 sq. ft. multi-tenant retail/office complex on 1 acre	Southeast Corner of Valley Rd. and Cesar Chavez Street	Jual Carlos Guardado 82204 Hwy 111 Ste A Indio, CA. 92201 (760) 578-3669	PC Approved 8/7/19 1 yr time ext PC approved on 11/3/21 to 8/7/22 2nd 1 yr time ext PC approved on 10/26/22 to 8/7/22 In Plan Check
AR	19-03 (Admin)	Vista Escondida – Phase 3 Review of 3 production home models ranging in size from 1,378 sq. ft. to 1,874 sq. ft.	North side of Avenue 54 east of Cesar Chavez Street (Tract 32264)	Mario Alberto Ornelas 2280 Wardlow Circle Ste 100 Corona CA 92880	Approved 8/27/19 Complete
AR CZ	19-06 19-01	Villa Verde Apartments To construct 152 multifamily apartments on 9.25 acres of vacant land.	84-824 Calle Verde (SW Corner of Calle Techa & Calle Verde)	Villa Verde I., LP 1149 S. Hill St Suite 700 Los Angeles CA 90015 (213) 255-2815	Director Approved 2/20/20
AR	19-08	Pueblo Viejo Villas To construct of new 3-story mixed use building with 105 dwelling units and 3,000 sq. ft. of commercial and Transit Hub (Related to CZ 17-03)	NE Corner of Cesar Chavez Street, and 6 <sup>th</sup> St	Dave Davis Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (619)987-7780	PC Approved 1/15/20 Complete

AR TPM	19-10 37833	CV Apartments (renamed Placita Dolores Huerta) To demolish 50 dwellings and construct 110 new multifamily apartments with community building, in two phases with a lot split sudivision.	84-900 Bagdad Avenue	Vincent Nicholas Community Housing Opportunities 5030 Business Center Drive Suite Fairfield CA 94534 (707)759-6043 ext. 112	PC Approved 2/5/20 CC Approved 3/11/20 Final Map Recorded Under Construction
AR	19-11 (Admin)	Valencia by Pulte Homes Review of 3 production home models ranging in size from 1,959 sq. ft. to 2,824 sq. ft.	East side of Van Buren Street south of Avenue 50 (Tract 31698)	Cole Theel Pulte Homes 27-401 Los Altos Mission Viejo CA 92691	Director Approved 2/14/20 Completed
AR	20-05 (Admin)	New SFR Home Construct new 1,775 sq. ft. 4 bedroom, 2 bath homes with attached garage	52878 Calle Camacho	Juan Carlos Lopez 52443 Calle Avila Coachella CA 92236 (760)619-8680	Director Approved 8/13/20
AR	20-10 (Admin)	Meza Storage Shed Construct new 6,000 sq. ft. storage shed on the site of a wholesale palm tree nursery.	Southeast Corner of Vista Del Sur and Tyler Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Director Approved 2/10/21 Expired 2/10/22
AR	21-01 (Admin)	Nova Homes DBA Inland Builders Review of three (3) production homes for final phase of Rancho Mariposa	NW Corner of Ave. 50 and Frederick Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Pending
AR	21-02 (Admin)	Cathron Residence Construct new 1,659 sq. ft. single family residence with attached garage.	84-499 Calle Cathron	Gabriel Gonzalez 43-738 Commanche St Indio CA 92201 (760)574-0601	Under Construction
AR	21-04	Ocean Mist Proposed 3.99	86709 and 86790 Ave	Christopher Drew	Admin. Approval 8/18/21

AR	21-06	acre outdoor box storage  29 Palms Band of Mission Indians Temporary Event Parking Proposed event parking on 26 acres.	52  Portion of Planning Area 1 of the Shadow View Specific Plan (APN 603-102-021, 603-110-016, 603-102- 029, 603-102-037, 603- 102-003, 603-102-002)	52300 Enterprise Way Coachella, CA 92236 Twenty Nine Palms Band of Mission Indians 46-200 Harrison Place Coachella, CA 92236	Pending Application deemed incomplete
CZ EA	20-07 20-04	B-4 Ranch Change of Zone City-Initiated Change of Zone for 5 <sup>th</sup> Cycle Housing Element	North side of Ave. 52, east and west of Education Way	City of Coachella 53-990 Enterprise Way Coachella, CA 92236 (760) 398-3502	PC Recommended Approval 05-05-21 CC approved 6/9/21
CUP AR	254 (Mod) 12-07	Gateway AM/PM Project Construct carwash, drive-thru restaurant modification	Southwest corner of Ave. 48 and Grapefruit Blvd.	The Chandi Group USA P.O. Box 2817 Indio, CA. 92202 (760) 396-9260	PC approved 10/21/15 Complete
CUP EA DA	265 15-07	Cultivation Technologies To develop a 111,000 sq. ft. multi-tenant medical cannabis cultivation facility.	84-811 Avenue 48	Michael Meade Desert Rock Development 72100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 7/6/16 CC Approved (DA) 7-27-16 PC Approved Mod12/19/19 Project Re-Entitled as: Desert Research Park #4
CUP AR TTM TPM EA	266 16-03 37040 37083 16-01	Coachella Vineyards Luxury RV Park To develop a 185-Lot RV Park and subdivision on 29.41 acres of vacant land	NE Corner of Tyler Street and Vista Del Norte	Patty Nugent Coachella Vineyards Luxury RV Park, LLC 45-920 Meritage Lane Coachella, CA. 92236 (760) 289-5279	PC Approved 7/18/18 CC Approved 9/26/18 PM Approved 4/10/19 Reso- 2019-23 1 Yr. Ext 9/26/21 (TTM 37040) AB 1561 Extends TTM to 3/26/23

					1 Yr. Ext 3/26/24 (TTM 37040)
CUP CUP AR TTM EA	267 268 16-05 37088 16-02	Ravella - To develop 20 acres Planned Development with a service station on 5 acres of Neighborhood Commercial center, and 115 residences on 15 acres.	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 <sup>th</sup> St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 6/15/16 CC Approved 7/13/16
CUP	268 (Mod.)	Borrego Health To modify the Ravella/Tower Energy Planned Development to alow a new 40,919 sq. ft., 2- story, medical clinic with 294 parking spaces on approx. 4 acres in Tract 37088-1	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 <sup>th</sup> St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 4/17/19  Building Construction Complete
CUP AR	275 16-14	Mosque & Assembly Hall To construct a new 20,260 square foot mosque to be built in two phases.	84-650 Avenue 49	Shakil Patel 25982 Hinkle St Loma Linda CA 92354 (909)796-0300	PC Approved 12-21-16 Grading Permit Issued
CUP AR EA	276 16-18 16-05	Coachella Warehouses To construct a 255,800 sq. ft. multi-tenant medical cannabis cultivation facility	84-851 Avenue 48	Kevin Stumm PCC Industrial/Commercial 760 Garden View Court, Suite 200 Encinitas, CA 92024 (760)452-8075	PC Approved 12/21/16 CC Approved 02/08/17 Phase 1 Complete
CUP AR VAR	278 17-02 17-03	Kismet Organic To construct a phased 77,400 sq. ft. medical cannabis cultivation facility.	48-050 Harrison Street	Ed Sapigao 5151 California Ave Ste 100 Irvine CA 92617 (949)280-4782	PC Approved 7/19/17 CC (Appeal) Approved 9/27/17
CUP	284	Mobilitie Mono-Pole	SEC of Ave 52 & Tyler	Robert Lewis	PC Approved 12/21/17

CUP CUP	285 286	To install 3 new wireless communications poles in the street right-of-way	SWC Ave 50 & Harrison  NWC Westerfield & Harrison	Mobilitie, LLC 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626 (951) 212-5825	CUP 284 Withdrawn
CZ CUP AR EA	17-01 279 17-03 17-01	Coachella Green LLC To construct a phased 833,829 sq. ft. medical cannabis industrial park.	86-601 Industrial Way	Barry Walker 1933 S. Broadway No. 806 Los Angeles CA 90007 (323) 997-9914	PC Approved 11/15/17 CC Approved 11/29/17 1st-12-month time extension 11/29/2019 PC Approved 24 month retroactivetime extension 11/18/20 – Expired 11/29/21 Project under new Ownership
CUP AR	289 17-11	Coachella Brands To construct a new 91,948 sf cannabis cultivation facility in the MW zone.	84-805 Ave. 48	Richard O'Connor 2 Curie Ct Rancho Mirage CA 92270 (760)409-6464	AR Approved 8/30/17 CUP Approved 11/1/17  Interim Use In Operation Amendment to the CUP submitted in April 2022.
CUP AR TPM EA	280 17-04 37266 17-02	Coachella Research Park #2 To develop an 833,829 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots, on 20 acres in the MW zone.	48-451 Harrison Street	Michael Meade Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 In Plan Check
CUP AR DA VAR	280 (Mod) 17-04 (Mod) 18-05	Coachella RP #2 (Modified) To allow two 3-story industrial buildings (98,520 sf) and four greenhouses (404,308 sf) for cannabis cultivation uses.	48-451 Harrison Street	Michael Meade Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 11/28/18 CC Approved 2/13/19 Phase 1 Under Construction

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CUP AR TPM EA	281 17-05 37265 17-03	Coachella Research Park #1 To develop an 311,250 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots on 11.28 acres in the MW zone.	NE Corner of Ave. 48 and Harrison Street	Michael Meade Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 Grading commenced
CUP TPM EA	282 37333 17-04	REI / Ponte Hotel Project To develop a 5.45 acre site with 2 hotels, drive-thru pad, and restaurant.	NE Corner of Vista Del Norte and Dillon Road	Claudio Ponte 726 W. Ventura Blvd Ste F Camarillo CA 93010 (805)383-0367	PC Approved 7/19/17 CC Approved 8/9/17 Final Map Recorded
CUP CUP CZ	299 300 18-03	HOTN/Sinsemilla Dispensary & Pub Project Proposed 1,839 sq. ft. retail cannabis dispensary and 1,432 sq. ft. bar/pub	1694 6 <sup>th</sup> Street	Pedro Ordoñez 6 <sup>th</sup> Street Tap Room 45631 Capistrano St Indio CA 92201 (760)409-6169	PC Approved 3/20/19 CC Approved 5/8/19 Under Construction
CUP	292	Verizon Wireless To install a new wireless communications pole at Bagdouma Park	Northeast corner of Frederick St and Ave 52	Bryce Novak 7711 Normal Ave La Mesa CA 91941	PC Approved 1/31/18 Complete
CUP AR	293 17-14	Coachella Herb Plantation To construct a new 67,240 sf medical cannabis cultivation facility on 3.2 acres in the MW zone.	84-801 Ave 48	Marcelo Morales 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17  Time Extension to 11/28/19  Time Extension to 11/28/20  Interim Use Under  Construction

CUP CUP AR VAR	294 297 18-01 18-01	Chelsea Mixed Use Project To establish "PD" land use regulations and development standards for TOD project (105 Apartments w/ 3,000 sf commercial and Transit Hub)  CoachellaGro Corp. To construct a new 257,051 sf cannabis cultivation facility on 10.99 acres of vacant land in the M-W zone.	East side of Cesar Chavez Street, north of 6 <sup>th</sup> Street  East side of Harrison Street, South of Ave. 48	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (760)456-6000  CoachellaGro Corp. 3060 Saturn St #250 Brea CA 92821 (760)940-0100	PC Approved 12/21/17 CC Approved 11/29/18  Modification Approved 1/30/19 Complete.  PC Approved 6/6/18  Time Extension to 6/6/20
CZ CUP AR VAR	18-09 307 18-07 18-04	Polk Cannabis Redevelopment Project To construct a new 174,500 sf cannabis cultivation facility on 10 acres of land.	53-800 Polk St.	Peter Solomon 53-800 Polk St Coachella CA 92236 (760)895-2621	PC Approved 11/7/18 CC Approved 12/12/18 Time Extension to March 18, 2021 related to litigation
CUP	301	AT & T Wireless Antenna To install a new wireless communications mono-palm at 50 ft high	Jackson Square SE Corner of Jackson St. and Ave. 48	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18 Under Construction
CUP	302	AT & T Wireless Antenna To install a new wireless communications mono-palm at 50 ft high	Bagdouma Park 51-711 Douma St.	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
CUP AR EA TPM	313 18-13 18-06 37670	Luxor Luxury RV Storage To develop an indoor 123,940 sq. ft. indoor RV storage facility with repair and washing service, and caretaker unit	49-751 Oates Lane	Luxtor Limited, LLC 450 Kansas Street #104 Redlands CA 92373 (909)556-5848	PC Approved 3/6/19 CC Approved 7/10/19 Under Construction

CUP AR EA	308 18-08 18-03	Red Moon RV Park To develop a 78.3-acre RV Resort with 46 long-term rental spaces and 390 short- term rental spaces	44-790 Dillon Rd.	Jim Komick Red Moon Dev. & Construction 4320 Priceless View Dr. Gold Canyon AZ 85118 (480)947-9253	PC Approved 3/06/19 Under Construction
CUP AR EA VAR	318 (Mod) 19-09 19-01 19-03	NB Coachella Cannabis Cultivation Facility To construct a new industrial greenhouse park for commercial cannabis cultivation uses on 49.97 acres of vacant land in the MS-IP Zone.	86-601 Industrial Way	NB Coachella Properties, Inc. 1650 Black Road Santa Maria CA 93458 c/o CV Engineers (760)360-4200	Pending Application On Hold
CUP	319	Botanero Mexicali- Alcohol Sales. To allow beer and wine sales with 1121 sq. ft. snack bar.	51-704 Cesar Chavez St. Unit #3	Maria Carrera 51-704 Cesar Chavez St Unit #3 Coachella CA 92236 (760)574-5543	Application Withdrawn (Not Needed due to grandfathered ABC license)
CUP VAR	320 20-01	K.C. Vargas Tattoo Parlor To allow an 800 sq. ft. tattoo parlor in the CG zone.	48-975 Grapefruit Boulevard, Suite #4	Kenny Coronel Vargas 31-180 Desert Palm Dr. Thousand Palms CA 92276 (442)400-1562	PC Approved 5/20/20 Business Open
CUP CUP AR TPM	321 322 20-03 37940	7-Eleven Service Station/ Retail Center. To allow a 10,588 sq. ft. retail center with service station, drive- thru coffee /office buildings on 3 acres in the CG zone.	NE Corner of 1 <sup>st</sup> St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100 Newport Beach CA 92660 (949)752-2515	PC Approved 7/15/20 CC Approved 9/23/20 PC Approved AR 20-03 and TPM 37940 CUP 321 AR 20- 03 Mod PC Approved 1/5/22 CC AR 20-03 TPM 37940 CC Mod Approval 1/26/22
CUP	323	The Foundation Delivery To allow a 650 sq. ft. non- storefront retail cannabis (delivery only) microbusiness	51-544 Cesar Chavez St., Suite #J1	CHAD Enterprises, LLC 43-100 Palm Royale Dr. #1627 La Quinta, CA 92253 (760)799-3636	PC Approved 9/2/20 Now operating

		in the CG zone.			
EA CUP CUP CUP CZ AR TTM GPA	20-01 324 325 326 20-01 20-04 37921 20-01	Coachella Airport Business Park. To construct a 628,825 sq. ft. industrial center w/ Cannabis Cultivation, mini-storage, and service station on 42.69 acres in the MS-IP zone.	NW Corner of Airport Blvd and CA-86 Expressway	Empire Airport, LLC (Haagen Co.) 12302 Exposition Blvd. Los Angeles CA 90064 (310)820-1200	Under Review
CUP EA AR	327 20-02 20-06	Bejarano Project To construct a new 172,61 sq. ft. cannabis cultivation facility on 9.98 acres in the MW zone.	48-100 Harrison Street	David E. Argudo 15835 E. Main St. La Puente CA 91744 (415)640-4420	PC Approved 11/18/20 Expired
CUP CZ AR	328 20-02 20-08	Cairo Casitas Project To construct new 8-unit apartments project and remodel existing commercial building on 0.498 acres in the CG zone.	51-704 Cesar Chavez St.	Tomer Tzadok 23679 Calabasas Rd. #280 Calabasas CA 91302 (310) 751-4125	PC Approved 9/2/20
CUP CUP	334 293 (Mod.)	Coachella Greenery To allow a 1,100 sq. ft. retail cannabis business in an existing industrial building on 3.2 acres in the M-W zone.	84-801 Avenue 48	Diana Palacios 83614 Eagle Avenue Coachella CA 92236 (760)50-14878	PC Approved 3/17/21 Business Open
CUP	335	Kismet Organic Non- Storefront Retail Cannabis To allow a 225 sq. ft. non- storefront retail cannabis business in the MW zone.	48-050 Harrison St. #2	Mr. Kyle Friend 9 Cushing Irvine CA 92617	PC Approved 11/18/20
CUP	336	Pueblo Cannabis	85-591 Grapefruit Blvd	Armando Lerma	PC Approved 8/4/21

CZ	20-08	To allow a 1,500 sq. ft. retail cannabis dispensary in an existing building on 0.30 acres of land in the CG-RC zone.		83-983 Fiesta Road Coachella, CA 92236	CC Approved 5/26/21- CUP CC Approved 6/9/21 – CZ Time Extension for CUP Approved by PC 6-15-22
CUP CZ VAR	337 21-01 21-01	Coachella Releaf Dispensary Proposed 3,800 sq. ft. retail cannabis microbusiness in the MS-IP zone.	86-705 Avenue 54 Ste H	Adriana Gonzalez 84-095 Tera Vista Coachella CA 92236	PC Approved 4/7/21 CC Approved CUP 337 and Variance 21-01 on 8/25/21 9/8/21 Change of Zone adopted Business is open.
CUP VAR	338 21-02	Coachella Paradise Convenience Store New 2,500 sq. ft. convenience store with off- sale general liquor sales.	50-233 Cesar Chavez St.	Mr. Nesrin Steih 6988 Cantera Way Fontana, CA 92336 (909)728-0379	PC Denied 6/16/21 CC Denied Appeal 7/14/21
CUP VAR	340 21-03	Best Friends Farms Proposed 1,200 sq. fdt. Non- Storefront Retail Cannabis	84-705 Ave 50, Suite #4	Craig Guggolz 69-822 Via del Sur Cathedral City, CA 92234	PC Approved 6/16/21 (Res. 21-13)
CUP	344	Meza Interim Outdoor Cannabis Cultivation 24 hoop houses coveraing 1.1 acres for the interim outdoor cultivation of cannabis located on a 5 acre parcel	86099 Tyler Street	Nicolas Meza/CSC Growers 50580 Calle Mendoza Coachella, CA 92236 cscoachella@yahoo.com	PC Approved 10/16/21
CUP	345	CVG Interim Outdoor Cannabis Cultivation 11 acres of proposed outdoor cannabis cultivation in hoop houses.	50501 Fillmore Street	Wyatt Nelson 2323 Bonfield Ct, Camarillo, CA (805)910-8587	PC approved 1/20/22
CUP CZ VAR	342 21-03 21-04	American Desert LLC Multi- tenant Microbusiness Project conversion of an existing 18,960 square foot multi- tenant (12 units) industrial	86695 Avenue 54	American Desert LLC 15303 Arrow Blvd Fontana, CA 92335 (213) 81603214	PC approved 10/20/21 CC approved 11/10/21

TTM EA CUP CZ GPA	32263 05-11 207 05-04 07-04	building for cannabis business uses on a 1.29 acre parcel 322 SF Units Subdivision 64.64 acres See AR 05-21 Nickel creek	Ave 44, West of Dillon	Coachella-Nickel Creek LLC 5744 Canyon Road Amarillo, TX. 79109	PC approved 9/5/07 CC approved 9/12/07 SB1185 Ext to 9/12/10 AB333 Ext to 9/12/12 AB208 Ext to 9/12/14 AB116 Ext. to 9/12/16 1 Yr. Ext. to 9/12/17 1 Yr. Ext. to 9/12/18 Statutory Ext. to 9/12/21
TTM AR EA CUP CZ GPA Annex	35523 07-13 07-16 231 07-08 07-05	Villa Palmeras 111 Single Family attached & detached residential 11.58 acres	South side of Ave 50 between Jackson St & Calhoun St	DSE Turco, L.P. Attn: Scott Carino 8910 University Center Ln Suite 690 San Diego CA 92122 (858) 458-3432 (858) 458-3412 FAX	PC approved 1/16/08 CC approved 5/28/08 TTM Expired 5/28/19
SP GPA CZ EA TPM	14-01 14-01 14-01 14-04 36872	Vista del Agua Specific Plan 280-acre subdivision with single-family residential, multi-family residential and commercial development.	S of Vista del Sur N of Ave. 48, E of Tyler St., W of Polk Street	James Kozak Strategic Land Partners, LP 12671 High Bluff Dr., Suite 150 San Diego, Ca. 92130 (858) 699-7440	PC Workshop 3/20/19 PC Approved 6/19/19 CC Approved 5/13/20
TPM VAR	37758 21-05	Cervantes Lot Split Subdivision of 10 acres into 2 lots	50800 Van Buren St	Greg Cervantes 82265 Padova Dr. Indio, CA 92203	PC Approved 7-21-21 CC Approved 8-25-21 Final Map approved
TTM AR VAR EA	38084 21-03 21-04 21-01	Pulte Coachella Subdivision "Sevilla" Subdivide 26.8 acres of vacant land into 107 SFR lots.	Northside of Ave 51, 500 East of Van Buren St. (APN 768-050-002)	Daniel Wozniak Pulte Homes Company LLC 27401 Los Altos St 400 Mission Viejo, CA 92691	PC Approved 5/19/21 CC Approved 6/23/21 Under Construction

TTM	31978	Bellssima Subdivision Subdivide 38 acres into 160 single family lots	Southeast corner of Avenue 53 and Fredrick Street	Brighton Properties, LLC (original TTM applicant)	PC Approved CC Approved 5/20/06 I Yr. Ext. to 8/24/18 (Reso 2017-53) I Yr Ext. to 8/24/19 I Yr Ext. to 8/24/20 AB 1561 Ext. to 2/24/2022 Grading Commenced in April 2022 Under Construction
TPM AR CUP	38218 21-07 354	JJWR Holdings, LLC construction of two 25,750 sq. ft. industrial building to create up to 32 warehouse condos and 8 office condos	53-457 and 53-459 Enterprise Way	JJWR, LLC 440 Santa Lucia Drive Hemet, CA 92543	PC Approved 5/18/22 CC Approved 6/8/22 1 Yr. Ext 6/8/24 (TPM 38218) (Under Review)
VAR	18-02	Desert Research Park #1 To exceed height limit for 3 new industrial buildings.	NE Corner of Ave. 48 and Harrison St.	Michael Meade Desert Rock Development 72-100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 4/18/18 Plans Approved
AR	21-09	Coachella 155 Proposed construction 155, 1 and 2-story residences within Tract 32074	SEC of Calhoun Street and 50 <sup>th</sup> Avenue	D.R. Horton Mario Ornelas 2280 Wardlow Circle #100 Corona, CA 92880 (951)739-5481	Admin. Approval 1/5/22 Under Construction
AR	21-15	Bellissima proposed construction of 111 single family resdidences in an unfinished Tract 31978	East of Fredrick Street between Avenue 53 and 54.	Pulte Home Company, LLC 27401 Los Altos, Suite 400 Mission Viejo, CA 92691 (760)775-1806	Admin Approval 4/5/22 Under Construction
CUP CUP AR	346 347 21-12	Fountainhead Plaza. To allow a 20,422 sq. ft. Aldi supermarket and 2,600 sq. ft. Panda Express in the CG	NE Corner of 1st St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100	PC Approved 1/5/21 Mod to CUP 321, AR 20-03, TPM 37940 Approved by CC 1/26/22

			zone. (related to CUP 321, 322, AR 20-03, TPM 37940)		Newport Beach CA 92660 (949)752-2515	Aldi Under Construction and Panda Express Permit ready for issuance
	CUP	348	Gunther Investments To allow interim outdoor cannabis cultivation on a 38.48 acre site	Southwest corner of Avenue 50 and Filmore Street	Brandon Calandri P.O. Box 8010 Lancaster, CA 93539	Withdrawn
(	CUP	349	DAFCO To allow interim outdoor cannabis cultivation on a 199.39 acre site	Northeast corner of Filmore & 52 <sup>nd</sup> Stsreet	Brandon Calandri P.O. Box 8010 Lancaster, CA 93539	Withdrawn
	CZ CUP AR	22-01 351 22-04	Tripoli Mixed-Use Project 108 Affordable Apartment units and 2 retail units with Building A 3-Stories and Building Building 4 Stories.	Northeast corner of Cesar Chavez Street and Bagdad Avenue	Chelsea Investment Corporation Attn: Dave Davies 6339 Paseo Del Lago Carlsbad, CA 92011 (619)987-7780	PC Approved 4/20/22 CC Approved 5/11/22 PC Approved 10/26/22 (Revisions by applicant) CC Approved 11/9/22 (Revisions) PC Review on 5/17/22 for 3 <sup>rd</sup> amendents CC Review on 5/24/22 for 3 <sup>rd</sup> amendments
7	TTM	38145 38146	Vista del Agua  •TTM 38145 is to subdivide 42.92 acres into 204 single- family lots, located east of Tyler Street, North of Avenue 48 and west of Polk Street. (APN: 603-150-005 & 007).  •TTM 38146 is to divide 46.92 acres into 254 single- family lots APN: 603-150- 009, 010, & 011.	North of Avenue 48 and West of Polk Street	CVP Palm Springs, LLC c/o Strategic Land Partners, LP 12671 High Bluff Drive, Suite 150 San Diego, CA 92130	Under Review
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	CZ	22-04	approximately 9,536	of the I-10 Freeway and	Corona, CA 92879	
	EA	22-05	dwelling units (DUs) of a	East of the All	(951)987-8100	
	DA	22-02	variety of residential types;	American Canal		
			approx. 305 acres of mixed-			
			use areas; approx. 71 acres of			
			proposed school facilities for			
			a total of 2,807 acres for the			
			project			
	GPA	23-01	Santa Rosa Business Park	Southeast corner of	Santa Rosa Business Park, LLC	Under Review
	EA	23-01	General Plan Amendment	Tyler Street and Avenue	32823 Temecula Parkway, CA	
			Proposed General Plan	54		
			Amendment of 39 acres from			
			Urban Employment District			
			to Industrial			
	GPA	22-04	Encanto	Westside of Van Buren	Josepth Rivani	Under Review
	CZ	22-05	Proposed subdivision for 112	Street between Avenue	3470 Wilshire Blvd	Chact Ite view
	TTM	38429	single family residences on	51 and Avenue 52	Los Angeles, CA 90010	
	AR	22-11	19.2 acres	31 and 11 venue 32	Los inigeres, eri youro	
	EA	22-04	19.2 deles			
	GPA	22-05	Sevilla II	West of Van Buren	Pulte Group	Under Review
	CZ	22-06	Proposed residential	Street and South of	27401 Los Altos, Suite 400	Chact Ite view
	TTM	38577	development of 204 single	Avenue 50 (APN 779-	Mission Viejo, CA 92691	
	EA	22-06	family residences on 39	280-002, 779-320-001)	(760)578-9334	
	LII	22-00	acres,	200-002, 779-320-001)	(700)376-7334	
	AR	22-05	La Terraza	1562 6 <sup>th</sup> Street	William A Aguirre, PE	Under Review
	AIX	22-03	Mixed-Use with 2,302 sq. ft.	1302 0 Succi	68207 Pasada Rd	Olider Review
			retail space on the first floor		Cathedral City, CA 92234	
			and 1,583 sq. ft. on the $2^{nd}$		(951)204-1013	
			floor.		(/31/207-1013	
	AR	22-03	State Towing & Recovery	85220 Ave 50, Ste. 4	Statewide Emergency Services	Under Review
	AIX	22-03	Metal shade cover	03220 Ave 30, Ste. 4	623 S Waterman Ave	Office Keview
			Wictar Shade Cover		San Bernardino, CA 92408	
					(951) 682-9336	
	AR	22-06	Eberhard Equipment	86100 Avenue 54	Eberhard Equipment No. 2	PC approved 10/5/22
		22 00	Installation of a freestanding		86100 Avenue 54	1 0 approved 10/3/22
L			instantation of a necestaliding		OOTOO TIVOHUO DI	

		identification sign at 21' high sign. APN: 763-141-007		Coachella, CA 92236	
AR	22-07	Jordan Central Proposed new 5,400 sq. ft. commercial building with parking lot and site improvements.	86878 Ave 54	Chris Ellison 1280 Main Street Brawley, CA 92227 (760) 344-3322	PC approved 4/5/23
AR	21-13	Sunline Transit Hub transit center for Line 111, Line 91, Line 92, Line 95 and will include a 540 sq. ft. breakroom/office building, three bus shelters, landscape improvements	Southeast corner of Cesar Chavez Street and 4th Street.	Sunline Transit Agency	PC Approved 7/7/22
AR	22-08	Coachella Lakes RV Resort Installation for main monument, entrance monument and building sign.	44800 Dillon Road	Image Services, Inc. 2281 Lacrosse Ave, Ste. 501 Colton, CA 92324 909-370-4500	PC Approved 7/6/22
CUP	360	Taco Shop 760 Type 47 On-Sale Alcohol	48975 Grapefruit Blvd #3	83850 Corte Eclipse Coachella, CA 92236 (760)969-9934	PC Approved 1/4/22
CUP	358	McDonalds Restaurant drive through reconfiguration	50090 Cesar Chavez Street	153 E City Place Santa Ana, CA 92705	PC Approved 11/2/22
CUP	364	AMPM Type 21 ABC License	48055 Grapefruit Blvd.	GSC & Son Corporation	PC Approved 4/19/23
CUP	361	Mr. Clamato Type 41 ABC License	51557 Cesar Chavez St.	Eric Aguilar (661) 204-3499	PC Approved 2/15/23
CUP	366	El Dorado Liquor Type 20 ABC License	49647 Cesar Chavez St.	Jose Luis Cedano Zamudio (769) 574-3480	Under Review
CUP AR VAR	369 23-06 23-02	AAA Storage – Sunridge Self Storage	APN: 763-141-018	Sunridge Self-Storage 38375 Turnberry Court Murrieta, CA (951) 594-2100	Under Review

Item 15.

# City of Coachella Development Status Report

AR (Admin)	23-07	Rancho Mariposa - 20 single family home lots, 5 floor plans ranging from 1,241-2,408 SF, final phase of Rancho Mariposa	NW Corner of Ave. 50 and Frederick Street	Martin Coyne/Coyne Companies	Under Review
CUP	365	Monarca Salon Studio 25 salon studios within one complex	84090 Ave 50	Humberto Cortez 760-609-3077	Under Review

PC = Planning Commission CC = City Council

Types = RS Single Family Residential, RM Multifamily Residential, CG Commercial General, NC Neighborhood Commercial MH Manufacturing Heavy, MS Manufacturing Service, MW Wrecking Yard, RE Residential Estate Status of Projects = Under Construction, Approved, Pending Approval

Status of Maps = Constructed, Under Construction, Recorded, Approved Tentative, Pending Approval

AR Architectural Review

**CUP Conditional Use Permit** 

CZ Change of Zone

DA Development Agreement

EIS (EA) Environmental Initial Study (Environmental Assessment)

GPA General Plan Amendment

PD Planned Development

TTM Tentative Tract Map or Tentative Subdivision Map

TPM Tentative Parcel Map

**VAR** Variance

Tentative Maps (Tract and Parcel) are approved for 2 years and may be extended an additional year three times upon approval of their request and payment of application fees.

Assembly Bill 1561 (AB1561) automatically grants an 18-month extension to any Tentative Tract or Tentative Parcel Map that was valid between March 4, 2020 and 18 months after passage of the Bill.

Senate Bill (SB 1185) automatically grants a 12 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2008 and will normally expire before January 1, 2011.

Assembly Bill 333 (AB333) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2009 and will normally expire before January 2, 2012.

Assembly Bill 208 (AB208) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2011 and will normally expire before January 1, 2014.



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: William Pattison, Interim Finance Director

**SUBJECT:** Tripoli – Subordination Agreement

#### **STAFF RECOMMENDATION:**

Staff recommends that the City authorize the City Manager to execute a Subordination Agreement between the City, the California Department of Housing and Community Development (the "Banner") and Tripoli CIC, LP ("Borrower") for the subordination of the City Loan (as defined below) to the Banner Loan (as defined below) (the "Subordination Agreement"), subject to changes recommended by the City Attorney.

#### **BACKGROUND:**

The City anticipates closing on a loan in the amount not to exceed of \$13,570,000 (the "City Loan") to Borrower for the development of an 108-unit affordable apartment complex in the City (the "Project"). The City Loan was evidenced by a promissory note and secured by a deed of trust that was recorded against the Project property (together, the "City Loan Documents"). Borrower's financing for the Project also includes a commitment for a construction loan of funds from Banner Bank ("Banner Loan"), which financing is scheduled to close this month.

As a condition to closing the Banner Loan, Banner requires that the City subordinate the lien of the City Loan to the lien of the Banner Loan in accordance with Banner regulations by execution of the Subordination Agreement. The Banner Loan was not specifically described as a lien that would be senior to the City Loan in the City Loan Documents, therefore this approval is requested to establish the City's authority to execute the Subordination Agreement.

#### **DISCUSSION/ANALYSIS:**

The subordination of the lien of the City Loan to the lien of the Banner Loan pursuant to the Subordination Agreement was contemplated at the time that the City made the City Loan, and is required by the rules and regulations of Banner.

The City Attorney will review the draft Subordination Agreement provided by Borrower that is attached hereto. The City Manager will execute once City Attorney has approved of the language and any suggested revisions.

The City has an interest in supporting the continued operation of the Project, and the request for subordination is a typical and noncontroversial request in connection with the Banner Loan.

#### **FISCAL IMPACT:**

None – The Subordination Agreement does not impact the economic benefits anticipated by the City.

**Attachments**: Subordination Agreement

## RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Banner Bank 110 S. Ferrall Street Spokane, Washington 99202 Loan No. 14018408

of \_\_

(SPACE ABOVE FOR RECORDER'S USE)

# SUBORDINATION AGREEMENT (City of Coachella)

THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN AND RESTRICTIVE COVENANTS ON THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "Agreement"), dated for reference purposes as

\_, 2022, is entered into by and among TRIPOLI CIC, LP, a California limited

partnership ("Borrower"), the CITY OF COACHELLA, a California municipal corporation ("Subordinate Lender"), and BANNER BANK, a Washington corporation, and its successors and/or assigns ("Banner"), as agent (in such capacity, "Agent") for the California Municipal Finance Authority, a joint exercise of powers agency, duly organized and validly existing under the laws of the State of California ("Issuer"), under and pursuant to that certain Master Agency Agreement (as amended from time to time, the "Master Agency Agreement") dated as of ///[May 1]///, 2023, between Issuer, as issuer, and Agent, as agent. Issuer and its successors in interest in and to this Agreement, acting through Agent during the term of Agent's agency, and acting on their own behalf or through other agents thereafter, are referred to herein as "Senior Lender"). Borrower has a fee interest in the real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"). Concurrent with the date herewith, Subordinate Lender has made a loan to Borrower in the total principal amount of \$\_\_\_\_\_ (the "Subordinate Loan"). The Subordinate Loan is evidenced by that certain Affordable Housing Loan Agreement dated as of \_\_\_\_\_, 2023, by and between Borrower and Subordinate Lender (the "Subordinate Loan Agreement"), and that certain Promissory Note Secured By Deed of Trust dated as of \_\_\_\_\_\_, 2023 (the "Subordinate Note"), made by Borrower to the order of the Subordinate Lender, in the face principal amount of \$\_\_\_\_\_. The Subordinate Note is secured by that certain Deed of Trust Securing Affordable Housing Loan Agreement and Promissory \_\_\_\_\_\_, 2023 (the "Subordinate Deed of Trust") made by Borrower as Note dated as of Trustor for the benefit of the Subordinate Lender as Beneficiary, which shall be recorded in the Official Records of the County of Riverside ("Official Records") substantially concurrently herewith. Borrower and Subordinate Lender have also entered into that certain Agreement to Prepay Special Tax Obligation for City of Coachella Community Facilities District 2005-1 ("Subordinate Tax Obligation Prepayment Agreement") and that certain Affordable Housing Regulatory Agreement (the "Regulatory Agreement"), each, dated as of \_\_\_\_\_\_\_, 2023, and recorded in the Official Records substantially concurrently herewith, imposing certain obligations and restrictions on the Property and relating to the Subordinate Loan.

- D. Sections 3 and 5.b of the Regulatory Agreement are referred to herein as the "Subordinated Regulatory Agreement Provisions".
- E. The Subordinate Loan Agreement, the Subordinate Note, the Subordinate Deed of Trust, the Subordinate Tax Obligation Prepayment Agreement and the Subordinated Regulatory Agreement Provisions shall, collectively, be referred to herein collectively as the "Subordinated Loan Documents". Except for the Subordinated Regulatory Agreement Provisions, the Regulatory Agreement is not a "Subordinated Loan Document". The Regulatory Agreement, together with the Subordinated Loan Documents, are collectively referred to as "City Documents".
- Pursuant to that certain Construction and Term Loan Agreement dated as of even date herewith (the "Senior Loan Agreement"), executed by and between Borrower and Senior Lender, Senior Lender has agreed to make a tax-exempt loan (the "Tax-Exempt Loan") to Borrower in the maximum principal amount of \$\_ \_\_\_\_\_ and a taxable loan (the "Taxable Loan", and together with the Tax-Exempt Loan, the "Senior Loan") to Borrower in the maximum principal amount of , in order to enable Borrower to finance the construction of low-income multifamily residential apartments on the Property. The obligations of the Borrower in connection with the Senior Loan Agreement are evidenced by that certain Promissory Note (Tax-Exempt Loan) dated as of even date herewith (the "Tax-Exempt Note"), made by Borrower to the order of Senior Lender in the face principal amount of the Tax-Exempt Loan and that certain Promissory Note (Taxable Loan) dated as of even date herewith (the "Taxable Note", and together with the Tax-Exempt Note, the "Senior Note"), made by Borrower to the order of Senior Lender in the face principal amount of the Taxable Loan, and are secured by, among other things, that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed as of even date herewith (the "Senior Deed of Trust"), by Borrower, as Trustor, naming UPF Washington, Incorporated, as Trustee, and Senior Lender, as Beneficiary. The Senior Deed of Trust shall be recorded substantially concurrently herewith in the Official Records. The Senior Loan Agreement, the Senior Deed of Trust, the Senior Note and all other documents defined in the Senior Loan Agreement as "Loan Documents" are hereinafter collectively referred to as "Senior Loan Documents". Any capitalized terms used but not defined herein shall have the meaning set forth in the Senior Loan Agreement.
- G. As a condition to Senior Lender making the Senior Loan secured by the Senior Deed of Trust, Senior Lender requires that the Senior Deed of Trust be unconditionally and at all times remain a lien or charge upon the Property, prior and superior to all the rights of Subordinate Lender secured by the Subordinate Deed of Trust, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinated Loan Documents (notwithstanding any language to the contrary contained in the City Documents) and, subject to the terms hereof, that Subordinate Lender specifically and unconditionally subordinates the Subordinate Deed of Trust, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinated Loan Documents to the lien or charge of the Senior Deed of Trust, the repayment of the Senior Loan and the other Senior Loan Documents.
- H. Subordinate Lender and Borrower agree to the above-referenced subordination in favor of Senior Lender.

THEREFORE, for valuable consideration and to induce Senior Lender to make the Senior Loan, Borrower and Subordinate Lender hereby agree for the benefit of Senior Lender as follows:

1. The Senior Deed of Trust securing the Senior Note in favor of Senior Lender, and any modifications, renewals or extensions thereof, together with Senior Lender's right to repayment of the Senior Loan and Senior Lender's rights under any other Senior Loan Documents shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the Subordinated Loan

Documents, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinated Loan Documents (notwithstanding any language to the contrary contained in the City Documents) subject to the terms of this Agreement. Notwithstanding the foregoing, however, Senior Lender acknowledges and agrees that no modification or amendment of the Senior Loan Documents that has the effect of increasing the amount of principal of the Senior Loan (exclusive of protective advances, accrued and unpaid interest, fees, costs and other similar amounts due to Senior Lender pursuant to the Senior Loan Documents which would, if unpaid, be added to the principal amount), increasing the interest rate applicable under the Senior Note (except as expressly contemplated in the Senior Note), or decreasing the term of the Senior Loan, shall be effective without the prior written consent and approval of Subordinate Lender.

- 2. This Agreement shall be the whole agreement with regard to the subordination of the Subordinated Loan Documents, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinated Loan Documents as such relate specifically to the lien or charge of the Senior Deed of Trust together with Senior Lender's right to repayment of the Senior Loan and Senior Lender's rights under any other Senior Loan Documents and shall supersede and cancel, but only insofar as would affect the priority of the Senior Deed of Trust, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the City Documents which provide for the subordination of the Subordinate Deed of Trust or any other Subordinated Loan Documents to a deed or deeds of trust or to a mortgage or mortgages.
- 3. Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:
  - a. The Subordinate Loan is evidenced by the Subordinate Loan Agreement and the Subordinate Note and is secured by the Subordinate Deed of Trust;
  - b. Subordinate Lender is not an affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an affiliate of Borrower;
  - c. The term of the Subordinate Note does not end before the stated term of the Senior Note;
  - d. The executed City Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the City Documents, Borrower shall deliver to Senior Lender an executed copy of each of the City Documents, certified to be true, correct and complete; and
  - e. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.
- 4. Subject to the provisions of Sections 2 and 6 hereof, Subordinate Lender and Borrower further declare, agree and acknowledge for the benefit of Senior Lender, that:
  - a. Senior Lender, in making disbursements pursuant to the Senior Loan Agreement, is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

- b. Subordinate Lender intentionally and unconditionally subordinates the liens of the Subordinate Deed of Trust and the other Subordinated Loan Documents against the Property to the lien or charge of the Senior Deed of Trust upon the Property and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made by Senior Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;
- c. Except as otherwise provided herein, Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Notwithstanding the foregoing, however, Senior Lender acknowledges and agrees that no modification or amendment of the Senior Loan Documents that has the effect of increasing the amount of principal of the Senior Loan, increasing the interest rate applicable under the Senior Note, or decreasing the term of the Senior Loan, shall be effective without the prior written consent and approval of Subordinate Lender;
- d. Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan (exclusive of protective advances, accrued and unpaid interest, fees, costs and other similar amounts due to Subordinate Lender pursuant to the Subordinate Loan Documents which would, if unpaid, be added to the principal amount), increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, or increase the interest rate on the Subordinate Loan (except as expressly contemplated in the Subordinate Note), Any unauthorized amendment of the Subordinated Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void *ab initio* and of no effect whatsoever;
- In an Event of Default or default of Borrower under the City Documents (each, a "Subordinate Loan Default"), Subordinate Lender shall deliver to Senior Lender a copy of any notice of default delivered to Borrower in connection therewith (each, a "Subordinate Loan Default Notice"), concurrently with delivery to Borrower of the same. In such event, Senior Lender has the right, but not the obligation, to cure the noticed Subordinate Loan Default by ninety (90) days after the later of (i) expiration of any notice and cure period afforded Borrower pursuant to the City Documents or (ii) the date Senior Lender receives a copy of the notice of default (the "Senior Lender Cure Period"). Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default (as defined in Section 6(a) below) under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Senior Loan Default Notice (as defined in Section 6(a) below) has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default;

- Borrower agrees that, after it receives a Senior Loan Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinated Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinated Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Senior Loan Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinated Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinated Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 4(f) shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Senior Loan Default Notice from Senior Lender in accordance with the provisions of this Section 4(f);
- If, after Subordinate Lender receives a Senior Loan Default Notice from Senior Lender in accordance with Section 6(a) below, Subordinate Lender receives any payments under the Subordinated Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and, unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted in kind to Senior Lender and properly endorsed to Senior Lender to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender and remitted to Senior Lender under this Section 4(g) shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Event of Default or other default under the Subordinated Loan Documents which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan;
- If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, Subordinate Lender will not commence foreclosure proceedings with respect to the Property under the Subordinated Loan Documents or exercise any other rights or remedies it may have under the Subordinated Loan Documents, including, but not limited to, accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinated Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has delivered a Subordinate Loan Default Notice to Senior Lender and the Senior Lender Cure Period has expired; provided, however, that during the Senior Lender Cure Period, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the City Documents and/or under applicable laws, including without limitation, rights to (i) compute interest on all amounts due and payable under the Subordinate Loan at the default rate described in the Subordinated Loan Documents, (ii) compute prepayment premiums and late charges, (iii) enforce against any person, other than Borrower and any guarantors or indemnitors under the Subordinated Loan Documents, any guaranty of the obligations of Borrower under the Subordinate Loan, and (iv) seek specific

performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement.

- i. To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by Senior Lender, Subordinate Lender's obligations intended to be satisfied thereby and this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.
- 5. Subordinate Lender hereby consents to the Senior Loan, the terms and provisions of the Senior Loan Documents and the execution and delivery by Borrower to Senior Lender of the Senior Loan Documents.
- 6. In consideration of Subordinate Lender's covenants and agreements contained in this Agreement, Senior Lender hereby agrees for the benefit of Subordinate Lender as follows:
  - a. In the event of any default of Borrower under the Senior Loan Documents (each, a "Senior Loan Default"), Senior Lender shall deliver to Subordinate Lender a copy of any notice of default delivered to Borrower in connection therewith (each, a "Senior Loan Default Notice"), concurrently with delivery to Borrower of the same. In such event, Subordinate Lender has the right, but not the obligation, to cure the noticed default by ninety (90) days after the later of (i) expiration of any notice and cure period afforded Borrower pursuant to the Senior Loan Documents or (ii) the date Subordinate Lender receives a copy of the Senior Loan Default Notice (the "Subordinate Lender Cure Period"), provided that Senior Lender shall have the continuing right to record a notice of default and/or obtain a court-ordered receiver and the Subordinate Lender Cure Period shall not toll or extend the statutory cure period after Senior Lender's recordation of such a notice of default. If, however, Senior Lender elects to record a notice of default prior to expiration of the Subordinate Lender Cure Period, then Senior Lender shall not have the right to demand from Subordinate Lender any fees or costs incurred by Senior Lender in pursuing its foreclosure or judicial remedies unless Senior Lender has first obtained the written consent of Subordinate Lender to Senior Lender's action.
  - b. Notwithstanding anything to the contrary contained herein, Senior Lender further acknowledges and agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "Foreclosure Remedy") unless Subordinate Lender has first been given ninety (90) days written notice of the Event(s) of Default giving Subordinate Lender the right to complete such Foreclosure Remedy, and unless Subordinate Lender has failed, within such ninety (90) day period, to cure such Event(s) of Default; provided, however, that Senior Lender shall be entitled during such ninety (90) day period to continue to pursue all of its rights and remedies under the Senior Loan Documents, including, but not limited to, acceleration of the Senior Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lender has

accelerated the Senior Loan and Subordinate Lender cures all Events of Default giving rise to such acceleration within the ninety (90) day cure period described above, such cure shall have the effect of de-accelerating the Senior Loan; provided, however, that such de acceleration shall not waive or limit any of Senior Lender's rights to accelerate the Senior Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing Events of Default. It is the express intent of the parties hereunder that Senior Lender shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Subordinate Lender for failure to provide timely notice to Subordinate Lender required hereunder, and that Senior Lender's liability hereunder shall be expressly limited to actual and consequential damages to Subordinate Lender directly caused by Senior Lender's completion of a Foreclosure Remedy without Subordinate Lender receiving the notice and opportunity to cure described above. Senior Lender shall give Subordinate Lender written notice at the address set forth below or such other address as Subordinate Lender may instruct Senior Lender in writing from time to time:

City of Coachella 53-990 Enterprise Way Coachella, CA 92236 Attention: City Manager

- 7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
  - 8. Special Provisions Regarding Regulatory Agreement.
  - a. Notwithstanding anything to the contrary set forth in the Regulatory Agreement, in no event shall Senior Lender (or any assignee or designee of Senior Lender that forecloses on the Property or accepts a deed in lieu of foreclosure) or any subsequent owner of the Property following a foreclosure or acceptance of a deed in lieu of foreclosure as to the Senior Loan, be liable to Subordinate Lender for amounts which are the result of an act or a failure to act which occurs prior to the date Senior Lender (or such designee or assignee) acquires title to the Property by foreclosure or deed in lieu of foreclosure.
- 9. <u>Notices</u>. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered, or two business days after deposit in the U.S. mail, postage prepaid, to the parties at the addresses set forth below, or to such other place as a Party may from time to time designate for itself by notice to the other parties. No successor or assign of a Party shall be entitled to notices or opportunity to cure defaults hereunder unless notice of the transfer is given in accordance with this subsection.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

# SUBORDINATE LENDER: CITY OF COACHELLA, a California municipal corporation By: Gabriel Martin, City Manager APPROVED AS TO FORM: By:

Carlos Campos, City Attorney

#### **BORROWER**:

#### TRIPOLI CIC, LP,

a California limited partnership

By: Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation, its Managing General Partner

By:
Juan P. Arroyo
Executive Vice President

By: CIC Tripoli, LLC, a California limited liability company, its Administrative General Partner

> By: Chelsea Investment Corporation, a California corporation, its Manager

> > By: \_\_\_\_\_\_Cheri Hoffman

Cheri Hoffman President

#### **SENIOR LENDER:**

#### BANNER BANK,

a Washington corporation, as Agent under the Master Agency Agreement dated as of May 1, 2023, between Agent and Issuer

By:			
•	Waheed Karim		
	Vice President		

State of California	)	
State of California  County of	) ss )	
On	_, 2023 before me,	
a Notary Public, personally ap	peared	, who proved to
me on the basis of satisfactor	y evidence to be the person (s	) whose name (s) is/are subscribed to the
within instrument and acknow	ledged to me that he/she/they ex	ecuted the same in his/her their authorized
capacity (ies), and that by his/	her/their signature (s) on the in	strument the person (s), or the entity upor
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 officia	ıl seal.	
Signature		(SEAL)

State of California	)	
State of California  County of	) ss )	
On,	2023 before me,	
a Notary Public, personally appe	eared	, 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 acknowled	dged to me that he/she/they ex	ecuted the same in his/her their authorized
capacity (ies), and that by his/he	er/their signature (s) on the in-	strument the person (s), or the entity upor
behalf of which the person (s) ac	ted, executed the instrument.	
I certify under PENALTY OF PE	ERJURY under the laws of the	State of California that the foregoing
paragraph is true and correct.		
WITNESS my hand and official	seal.	
C: masterine		(CEAL)
Signature		(SEAL)

State of California	)	
State of California  County of	) ss )	
On	_, 2023 before me,	
a Notary Public, personally ap	peared	, who proved to
me on the basis of satisfactor	y evidence to be the person (s	) whose name (s) is/are subscribed to the
within instrument and acknow	ledged to me that he/she/they ex	secuted the same in his/her their authorized
capacity (ies), and that by his/	her/their signature (s) on the in	strument the person (s), or the entity upor
behalf of which the person (s)	acted, executed the instrument.	
I certify under PENALTY OF	PERJURY under the laws of the	e State of California that the foregoing
paragraph is true and correct.		
WITNESS my hand and officia	ıl seal.	
Signature		(SEAL)

State of California	)	
County of	) ss )	
On	, 2023 before me,	
a Notary Public, persona	ally appeared	, who proved to
me on the basis of satis	sfactory evidence to be the person (s) v	whose name (s) is/are subscribed to the
within instrument and ac	knowledged to me that he/she/they exec	uted the same in his/her their authorized
capacity (ies), and that b	by his/her/their signature (s) on the instr	ument the person (s), or the entity upor
behalf of which the perso	on (s) acted, executed the instrument.	
I certify under PENALT	Y OF PERJURY under the laws of the St	tate of California that the foregoing
paragraph is true and cor	rect.	
WITNESS my hand and	official seal.	
Signature		(SEAL)

#### **EXHIBIT A**

#### LEGAL DESCRIPTION



### **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Initiation of Proactive Historic Preservation Program for the City of Coachella

#### **Staff Recommendation:**

Staff recommends that the City Council direct staff to pursue a proactive historic preservation program that includes:

- a) Preparation of a Request for Qualifications for On-Call Professional Services Historic Preservation Professionals that can assist the City with their expertise in historic preservation.
- b) Preparation of a Request for Proposals for professional services from Historic Preservation Professionals to assist in a Historic Resources Survey Update and development of a Historic Context Statement for the City of Coachella.
- c) Appropriate \$12,000 from the General Fund and obtain proposals from qualified historic preservation professionals for site-specific historic surveys of the Old Masonic Lodge Building (1696 6th Street) not to exceed \$12,000.

#### **Background:**

The City of Coachella is one of the Coachella Valley's first incorporated cities. The first known inhabitants of Coachella are the Cahuilla people and there are several cultural resources that have been identified in the City attributed to the Cahuilla people. The construction of the Southern Pacific Railroad in the late 1800s contributed to the growth of the town of Woodspur founded in 1876 before its renaming to Coachella.

Staff located Sanborn Fire Insurance Maps of the City of Coachella from 1928, which identified buildings and businesses in Coachella's early years that were mainly centered easterly on today's 6<sup>th</sup> Street in Coachella's historic downtown area. The early buildings consisted of the Coachella Valley's first Masonic Lodge, pool halls, bars, the Paramount Theater (demolished), Yant's Drug Store, Kelly's Pharmacy, the Hotel Date Palm, Bank (now Lopes Hardware), Coachella Market, Dave's Place, blacksmith shop, the Submarine newspaper, and the Southern Pacific Combination Type 23 Depot (demolished). Other notable buildings include the Imperial Ice and Development Company Ice Plant and the Imperial Irrigation building at 9<sup>th</sup> Street. The City of Coachella Fire Station was constructed in 1928 and the midcentury modern-styled City Hall in 1950. Staff believes that Coachella's history is significant and could initiate a program where Coachella's

history is documented and preserved as many of the historic buildings identified in the 1928 Sanborn maps still exist and retain their historic integrity.

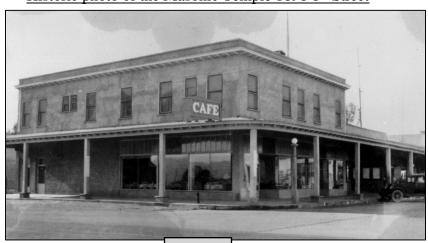
#### **Discussion/Analysis:**

The Coachella Municipal Code Chapter 15.48, Historic Districts and Sites, designates the Planning Commission as the investigatory and advisory body with respect to preservation of historic districts, sites or structures within the city that reflect elements of Coachella's cultural, social, economic, political, architectural and archaeological history. The Commission can recommend preliminary surveys and studies as deemed necessary in advance of public hearings that inform the Planning Commission or the City Council. The Planning Commission may request assistance of individuals with knowledge and interest in the cultural, socioeconomic, architectural or archaeological history of the area. The City Council has responsibility of designating historic sites and historic districts for preservation.

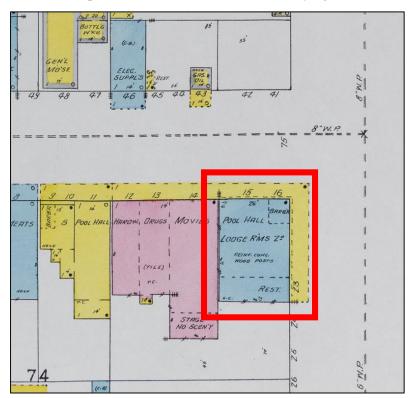
#### Old Masonic Temple (1696 6<sup>th</sup> Street)

Nicolas Meza is the owner of the Old Masonic Temple building constructed in 1919 and proposes to rehabilitate the building for a new bar and restaurant. The building has been significantly altered during construction by owners of the Libra dispensary, who originally planned to operate a cannabis dispensary at the site. Libra's plans included plans for a significant alteration of the building where the site would no longer retain much of its historic integrity. Many of the unique elements that contribute to the historic integrity of the building remain. Mr. Meza has submitted initial plans for tenant improvements to the building to staff, which include altering the exterior of the building and no longer retain the building's historic integrity. Staff believes that the historic preservation of the building would be important as a key building in the early development of Coachella and as the Coachella Valley's first Masonic Lodge. The building could be eligible for listing in the U.S. National Register of Historic Places and be a contributor to a potential historic district. A historic survey of the building would identify how the building could be preserved and potential incentives such as tax credits that may be available to the owner in the rehabilitation of the building. Staff is supportive of plans to rehabilitate the building from its current condition, but believes this survey is urgent to determine whether the building is eligible for preservation before it is permanently altered.

Historic photo of the Masonic Temple 1696 6th Street



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1928 Sanborn Map of 6<sup>th</sup> Street (then 1<sup>st</sup> Street) identifying Masonic Lodge

Staff contacted the State Office of Historic Preservation (OHP) in March 2023 with respect to resources that may be available to the City of Coachella to support investigations and studies the Planning Commission and City Council may request for purposes of historic preservation. OHP recommended development of a historical context statement as a foundational document to development of a historic program for the City. Staff recommends engagement of the services of a historic preservation consultant for establishment of a historical context statement for the City of Coachella and an update of the historic resources survey. A historic context statement would describe the patterns of historical development of Coachella that are represented by the physical development and character of the built environment, important associated property types, and establish eligibility criteria and integrity thresholds. Some of the historical development patterns may include Coachella's agricultural history and the life of Cesar Chavez and the Farmworker Movement. A historic resources survey would enable to the City to identify sites and structures the City would like to designate as historic sites and that could contribute to a historic district. Classification of buildings as historic sites or areas as historic districts not only preserve the City's rich history, but also promote economic development and tourism as millions of travelers annually visit U.S. historic places.

#### FISCAL IMPACT:

Staff anticipates that the initial historic preservation costs would be as follows:

• Historic Survey of the Old Masonic Temple - \$12,000

- Historic context statement for the City of Coachella \$15,000
- Historic Resources Survey Update \$35,000

An appropriation of \$12,000 from the General Fund would be necessary for a historic survey of the Old Masonic Temple. Staff will return to the City Council with a request for proposals for the historic context statement and historic resources survey update. Staff anticipates that establishment of a historic preservation program will encourage heritage tourism to the City resulting in increased sales tax revenue from visitors and encourage hotel development.

#### **ALTERNATIVES:**

- 1) Pursue a proactive historic preservation program that includes:
  - a) Preparation of a Request for Qualifications for On-Call Professional Services Historic Preservation Professionals that can assist the City with their expertise in historic preservation.
  - b) Preparation of a Request for Proposals for professional services from Historic Preservation Professionals to assist in a Historic Resources Survey Update and development of a Historic Context Statement for the City of Coachella.
  - c) Appropriate \$12,000 from the General Fund and obtain proposals from qualified historic preservation professionals for site-specific historic surveys of the Old Masonic Lodge Building (1696 6th Street) not to exceed \$12,000.
- 2) Pursue a proactive historic preservation program with modifications.
- 3) Not approve a proactive historic preservation program.
- 4) Continue this item and provide staff and the applicant with direction.

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

<u>Staff recommends alternative #1</u>. Staff believes establishing a robust historic preservation program will not only preserve the rich history of the City of Coachella, but also contribute to development of heritage tourism and promote economic development.

#### Attachments:

- 1. Chapter 15.48 Historic Districts and Sites (Coachella Municipal Code)
- 2. Newspaper Excerpts related to Coachella Masonic Temple (1918-1919)
- 3. Existing Conditions of Coachella Masonic Temple building (1696 6<sup>th</sup> Street)

#### Sections:

#### 15.48.010 - Purpose—Authority.

This chapter is adopted pursuant to the authority of Government Code Section 37361 for the purpose of preserving areas and specific buildings of the city which reflect elements of its cultural, social, economic, political, architectural and archaeological history. This chapter is intended to stabilize and improve buildings, structures or areas which are considered to be of historical, architectural, archaeological or ecological value, to foster civic beauty, to strengthen the local economy and to promote the use of specific buildings for the education and welfare of the citizens.

(Prior code § 18-41)

#### 15.48.020 - Definitions.

For the purposes of this chapter, the following words shall have the meanings ascribed to them unless the context indicates another meaning:

"Historic district" means any area of the city containing a number of structures, natural features or sites having historic, architectural, archaeological, cultural or aesthetic significance and designated as an historic district under the provisions of this chapter.

"Historic site" means a historic site is any real property such as: a building; a structure, including but not limited to archways, tiled areas and similar architectural elements; an archeological excavation or object that is unique or significant because of its location, design, setting, materials, workmanship or aesthetic effect; and

- 1. That is associated with events that have made a meaningful contribution to the nation, state or community;
- 2. That is associated with lives of persons who made a meaningful contribution to the nation, state or local history;
- 3. That reflects or exemplifies a particular period of the national, state or local history;
- 4. That embodies the distinctive characteristics of a type, period or method of construction;
- 5. That presents the work of a master builder, designer, artist, or architect whose individual genius influenced his or her age; or that possesses high artistic value;
- 6. That represents a significant and distinguishable entity whose components may lack individual distinction; or

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7. That has yielded or may be likely to yield information important to national, state or lochistory or prehistory.

Item 17.

(Prior code § 18-42)

15.48.030 - Exceptions.

The regulations contained in this chapter do not apply to routine maintenance or repair to restore a structure as near as possible to its original condition after decay, injury, dilapidation or partial destruction of a structure within an historic district or upon an historic site, provided such maintenance or repair does not exceed one thousand five hundred dollars (\$1,500.00) in value.

(Prior code § 18-43)

15.48.040 - Appeal.

Any person aggrieved by an action of the planning commission under this chapter may appeal the decision to the city council by filing a request to appeal with the city clerk within ten (10) days from the planning commission's decision.

(Prior code § 18-44)

15.48.050 - Penalty for chapter violation.

Any violation of this chapter shall constitute a misdemeanor.

(Prior code § 18-45)

(Ord. No. 1098, § 37, 12-14-16)

15.48.060 - Injunctive relief.

The city council may seek relief from the appropriate court to restrain or enjoin any violation of this chapter and of the orders and decisions of the planning commission, or to compel the reconstruction of any building, structure or object which is destroyed in violation of this chapter or the orders and decisions of the planning commission or city council.

(Prior code § 18-46)

15.48.070 - Compliance with other laws.

A. The provisions of this chapter are separate from and additional to all other requirements of law, including but not limited to compliance with other ordinances and codes of the city, conditions of approval of land use permits and architectural review and approval. Neither a certificate of

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approval nor any other provisions of this chapter shall be deemed to relieve the owner or applicant full compliance with any such laws, ordinances, codes or conditions.

B. All permits issued for construction, preservation, restoration or alteration of a building designated as an historic site shall be issued in accordance with the state historic building code as provided in Health and Safety Code, Sections 18950 through 18961, or as amended, which the city adopts and incorporates in this chapter by this reference.

(Prior code § 18-47)

15.48.080 - Created by council.

The city council may designate one or more historic sites or districts by following the procedures specified in this section. Designations will be made by categorizing nominated sites and districts into one of the following classifications and such other categories as may be designated by resolution:

- A. Class 1. Structure/site qualified for city designation; may be qualified at the federal, state and/or county level. Archival file will be maintained. Structure/site may not be modified nor objects moved without the approval of the city council; usage may be limited by the city council to the extent that it may impair the integrity of the site. Site will be plaqued (intended for use when the structure or site still exists as it did during the historical period or is restorable).
- B. Class 2. Site qualified for city designation; may be qualified at the federal, state and/or county level. Archival file will be maintained. Site is eligible for plaquing (intended for use when the site is not occupied by a modern structure or use which is different than that of the historical period or if structure is unusable, nonconforming, unrestorable or the like).
- C. Class 3. Structure/site was constructed before 1945, or a year to be determined by the city council, or construction date cannot be confirmed. Eligible for a six-month stay of demolition. Action of the historical site preservation board may include recommendation to reclassify. All structures built prior to the subject date would be automatically so classified.
- D. Historic District. Qualified for city designation; may be qualified at the federal, state and/or county level. Archival file will be maintained and shall contain a map delineating contributing and noncontributing structures or sites. Contributing structures/sites shall be subject to class 1 regulations until such time that they may be reclassified. Non-contributing structures/sites shall be subject to review by the historical site preservation board before demolition or construction. A specific plan, containing special regulations pertaining to the subject area, may be adopted by each district.

(Prior code § 18-51)

15.48.090 - Investigation and study by the planning f

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The city council designates the planning commission to act as an investigatory and advisory body when respect to preservation of historic sites or structures within the city. The planning commission shall conduct or cause to be conducted such preliminary surveys, studies or investigations as it deems necessary to adequately inform the planning and city council prior to the public hearing, and shall make available to any interested person the results of any such survey, study or investigation. The planning commission may request the assistance of any individual who has knowledge and interest in the cultural, socioeconomic, architectural or archaeological history of the area, either through experience, training, education or occupation.

(Prior code § 18-52)

15.48.100 - Notice of public hearing by the planning commission.

- A. Mailed notice of the public hearing shall be provided at least ten (10) days prior to the hearing to the owners of all property lying within the area proposed to be designated as an historic site or district or within three hundred (300) feet of the outer boundaries of the area proposed to be designated as an historic site or district, and in addition to such mailed notice, notice of such hearing shall be published in a newspaper of general circulation within the city at least ten (10) days prior to such hearing. If mailed notice as required above would result in notice to more than two hundred fifty (250) persons, as an alternative to such mailed notice, notice may be given by placing a display advertisement in a newspaper of general circulation in the city, and by posting such notice in at least three conspicuous places within the proposed boundaries of such site.
- B. Notice of public hearing before the city council may be combined with the notice of public hearing before the planning com-mission; provided, that the date set for public hearing before the city council shall be not more than sixty (60) days later than the date set for public hearing by the planning commission. For good cause, the public hearing may be continued from time to time, without further published notice, by announcing the fact at the time and place set for the public hearing before the city hearing body.

(Prior code § 18-53)

15.48.110 - Findings—Recommendation to the city council.

Following such public hearing, the planning commission shall make findings upon which it shall base its recommendation to the city council concerning the designation of such proposed historic site or district. Within thirty (30) days after the conclusion of the public hearing, the planning commission shall file its recommendation with the city council, together with a report of findings, hearings, and other supporting data.

(Prior code § 18-54)

Item 17.

15.48.120 - Public hearing—City council.

The city council shall hold a public hearing upon notice given in the same manner and to the same persons as required for the public hearing before the planning commission, which notices may be combined as stated elsewhere in this chapter.

(Prior code § 18-55)

15.48.130 - Same—Conduct.

At the public hearing the city council shall receive all evidence and hear all interested persons, and the matter shall then be submitted to the city council for decision.

(Prior code § 18-56)

15.48.140 - Same—Findings and decisions—Resolution.

If the city council shall find that the purposes of this chapter are furthered by designation of property as an historic site or district, such findings shall be stated in a resolution designating such property within such historic site or district. From and after the adoption of such resolution, all property within such historic site or district shall be subject to the rules and regulations governing the demolition, preservation, rehabilitation or alteration of historic sites.

(Prior code § 18-57)

15.48.150 - Markers for designated historic sites.

- A. Upon designation of an historic site by the city council, the planning commission may determine which historic sites shall be marked with uniform and distinctive markers. The markers shall be of a design approved by the planning commission.
- B. As a courtesy, notice may be given to the county historical commission and the state department of parks and recreation (office of historic preservation) regarding the proposed location of markers prior to installation to permit recommendations by those agencies.

(Prior code § 18-58)

15.48.160 - Initiation of proceedings for nomination in the national register.

A. The planning commission may initiate proceedings for designation of an historic site or district or the recommendation of a property for nomination to the national register by motion, and shall then hold at least one public hearing prior to the recommendation to the city council.

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- B. The city council may initiate proceedings for designation of an historic site or district or the recommendation of a property for nomination to the national register by motion, and shall then refer the matter to the planning commission for public hearing and recommendation.
- C. Upon final action by the city council recommending a property for nomination to the national register, the recommendation will be forwarded by appropriate application to the state department of parks and recreation.

(Prior code § 18-50)

15.48.170 - Stay of demolition.

At any time after the initiation of proceedings for designation of an historic site or district, the planning commission may, upon its own motion or upon the application of any interested person, issue an order staying any proposed or threatened demolition or alteration of the exterior or any structure within or upon such proposed site. Such stay order shall be effective for no longer than one hundred twenty (120) days, and is intended to afford time for necessary studies, hearings and determination whether such sit should be designated as an historic site. Such stay order may be extended once for a period not to exceed sixty (60) days.

(Prior code § 18-71)

15.48.180 - Effect of stay order—Exceptions.

Upon the issuance of a stay order, no permit shall be given for the demolition or exterior alteration of any structure or the interior arrangement of a public building described in such stay order and any such permit previously issued shall forthwith be revoke subject to any legal constraints that may exist; provided, however, that a stay order shall not prevent the performance of an repairs, demolition, or removal necessary for the protection of public health or safety, and ordered by the chief building official of the city to be performed by the owner or occupier of such structure.

(Prior code § 18-72)

15.48.190 - Approval required.

No person may undertake any of the following within or upon a class 1 historic site without a certificate of approval from the planning commission:

- A. Construction of a new structure.
- B. The moving, demolition or alteration of an existing structure in any manner which affects the exterior appearance of the structure.
- C. A change in land use which affects the exterior appearance of a structure or the interior

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arrangement of public buildings.

D. The erection, remodeling or replacing of a sign which affects the exterior appearance of a structure.

(Prior code § 18-73)

15.48.200 - Application for permit to construct or alter structures.

A person who desires to construct (including new construction), alter, move or demolish a structure within or upon a class 1 historic site or an historic district shall file an application upon a form prescribed by the city. The application shall include all necessary information required by the rules of the planning commission. When the application is filed, it shall be referred to the planning commission for review at its next meeting.

(Prior code § 18-74)

15.48.210 - Factors to be considered upon permit application.

In reviewing and acting upon each application, the planning commission shall consider:

- A. The historic value and significance, or the architectural value and significance or both, of the structure and its relation to the historic value of the surrounding area.
- B. The relationship of the exterior architectural features of any structure to the rest of the structure itself and to the surrounding area.
- C. The general compatibility of exterior design, arrangement, texture and material which is proposed by the applicant.
- D. Archaeological or ecological significance of the area.

(Prior code § 18-75)

15.48.220 - Board action restricted to exterior features—Exception.

- A. The planning commission shall consider and pass upon only the exterior features of a structure and may not consider the interior arrangement of the structure, except in the case of public buildings. The commission may not disapprove applications except in regard to the considerations set forth in this chapter and in rules and regulations adopted by the planning commission pursuant to this chapter.
- B. It is the purpose and intent of this chapter that the planning commission be strict in its judgment or plans for structures considered to have great historic or architectural value. It is also the purpose of this chapter and the intent of the city council that the planning commission be lenient in its judgment of plans for structures which have little or no historic value except for plans which

seriously impair the historic or architectural value of surrounding structures or the archaeological or ecological value of surrounding, area. In adopting this chapter the city council does not intend to limit new construction, alteration or repairs to any particular period or architectural style.

(Prior code § 18-76)

15.48.230 - Procedure upon permit application.

- A. Upon the filing of an application, the secretary of the planning commission shall set the matter for review and shall give notice in accordance with this chapter and the rules of the planning commission. The planning commission shall make its decision within forty-five (45) days from the date the application is filed. If the planning commission fails to act within forty-five (45) days, the application is considered approved unless the applicant and the planning commission agree to an extension of time.
- B. At the conclusion of its review, the planning commission shall make its decision and shall file a certificate of approval or certificate of rejection with the building official of the city. No person may do any work upon a structure which is subject to an application until the planning commission has filed its certificate of approval. If the planning commission files a certificate of rejection, the building or demolition official may not issue a permit for such work.

(Prior code § 18-77)

#### 15.48.240 - Special considerations.

- A. If an application affects the exterior appearance of a structure or proposes to demolish a structure in a manner which the planning commission considers to be detrimental to the city, the planning commission shall attempt, in cooperation with the owner to arrive at an economically feasible plan for the preservation of the structure.
- B. If the planning commission is satisfied that the propose construction or alteration will not materially impair the historic or architectural value of the structure, it shall approve the application.
- C. If the planning commission finds that the retention of the structure constitutes a hazard to public safety and the hazard cannot be eliminated by economic means available to the owner, it shall approve the application.
- D. The planning commission may approve the application if any of the following circumstances exist:
  - 1. The structure is a deterrent to a major improvement program which substantially benefits the city;
  - 2. Retention of the structure causes an undue hardship to the owner; or
  - 3. Retention of the structure is not in the interest of the majority of the inhabitants of the city.

E.

The planning commission may approve the moving of a structure of historical architectural value as a alternative to demolition.

Item 17.

(Prior code § 18-78)

15.48.250 - Limit on number of permit applications.

No application for the same or similar work may be filed within one year after the planning commission has rejected it.

(Prior code § 18-79)

15.48.260 - Preexisting building permits.

This chapter does not apply to construction, alteration, moving or demolition of a structure started under a building permit issued before the effective date of this chapter.

(Prior code § 18-80)

Riverside Daily Press December 26, 1917

#### MASONIC HALL FOR COACHELLA

Leading members of the Masonic fraternity are at work in an effort to raise \$13,000 for the erection of a Masonic Temple at Coachella and have already secured pledges to the amount of \$4200. The plan is to form a corporation under the title of Masonic Temple Building association and creet a two-story cement block building containing banquet hall and kitchen as well as main auditorium, at the carner of Cantaloupe and South First streets. The compittee has only been at work soliciting funds for the building.

Riverside Daily Press December 29, 1919

## COACHELLA MASONIC TEMPLE IS READY

District Inspector H. D. French Makes an Inspection Saturday and Sunday—Ready to Ask for Dispensation—Banning Masons to Have Lodge

A handsome Masonic temple has been completed at Coachella and in a few weeks time officers will be installed and a blue lodge formally instituted, according to H. D. French, district inspector, who spent Saturday and Sunday there.

The new temple was erected by the Conchella Masons Temple Building corporation. It is a concrete structure and one of the most handsomely appointed for a town of the size in the state. Mr. French called on the officers and made a general inspection of the building. He said today that everything was in rendiness to ask for a dispensation. Consent was recently granted by the San Jacinto jurisdiction for the establishment of the Coachella lodge.

Officers of the new lodge are M. C. Cawton, worshipful master; C. B. Jones, senior worden, and G. L. Rorer, junior warden.

Masons in Banning also have under consideration the organization of a lodge. A census taken recently reveals that two-thirds of the business men and many other citizens are Masons holding membership in California or eastern states. Riverside Daily Press January 2, 1918

## MASONIC CHARTER FOR COACHELLA

Masons of the Valley Will Erect \$12,-000 Temple and Institute Lodge. Shipping Lettuce in Carload Lots

[Daily Press Special News Service]

COACHELLA, Jan. 2.—Charter for Masonic order. The 30 or more Masons of the valley have elected officers and finance committees for the new \$12,000 Masonic Temple to be erected in Coachella. This will be the first of its kind in the valley.

Mrs. Lewis La Rondelle recently of London, and who came to the valley to make her home, passed away on Thursday, December 26, after a brief illness. The bereaved family and friends have the sympathy of the community.

Much gratification and encouragement was received by the recent Red Cross drive workers who deserve a great many thanks for their untiring efforts to the cause.

Bean threshing is the order of the day. Many ranchers hold good yields and will realize some pin money.

Lettuce is going out in carload lots. The quality is up to standard and prices good.

Our desert weather is unsurpassed by any year of years.

Many of the date growers are still

picking and packing.
R. H. Postlethwait has begun a modern cement home on his ranch just west of the high school.

Riverside Daily Press May 18, 1919

-Set Contract

The contract for the building of the new Masonic Temple in Coachella was awarded last Tuesday evening to Wm. Fleming, a Los Angeles architect and contractor. Work will start at once on this much needed building. The first floor will be given over to store rooms while the second story will contain a thoroughly up-to-date ldoge hall, with banquet room, anterooms, dressing room, etc.

# VARIED AGRICULTURE ABOUNDS AROUND THE CITY OF COACHELLA

Date Industry Is Leader; Cotton Shows Development; Million Dollars Worth of Products This Year; New Buildings Being Erected and Active Business Houses Are Being Established.

One of the remarkable things about the county of Riverside is its diversified agriculture. The farm bureau organization and farm advisors have had this fact impressed upon them at all times. There is no district that brings it home more concretely than around Coachelia, where the date is the best new fruit crop represented but where there is also a tremendous activity in general agriculture. There are also immense onion crops, early grapes and cotton. Of cotton alone there will be about 500 acres and this will produce about 700 bales worth 33 cents per pound and \$25 a

resources including immense onion crops and early grapes in addition to

In the city of Coachella, a new Masonic temple has been built of two stories, of which the upper one will be used by the Masons and the lower leased by D. E. Minister of Indio, who will open a dry goods, gents furnishings and grocery store. The building is 50x70 feet and is fireproof, built of reinforced concrete at a cost of \$11,500. Minister is fitting the store in first-class shape, his fixtures costing \$6,000 and Will E. Geach, late of Los Angeles, will be the manager. Minister will continue his store in Indio, where he is also having a new building built.

Other improvements are two newstore rooms and a moving picture room adjoining the Masonic temple. Both of these rooms are already rented, one of them to be occupied by M. R. Pearson, who is enlarging his business and needs larger quarters. He deals exclusively in the highest grade groceries and is doing a very extensive business.

Mr. Rouff is putting up a new building to be occupied by Fred Smythe who is opening up a gents furnishings and shoe store.

furnishings and shoe store.

W. H. Young, who has been in the valley for the past 16 years and is running a billiard parlor is building a three room store 72 by 50 feet floor space. He has all the rooms rented. It will cost over \$6000. A new bank

Riverside Enterprise October 27, 1919

#### **Existing Conditions of Old Masonic Temple (1696 6<sup>th</sup> Street)**





## **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** Dr. Gabriel Martin, City Manager

William Pattison, Interim Finance Director Maritza Martinez, Public Works Director Sandy Krause, Human Resources Manager

**SUBJECT:** Resolution No. 2023-29 Approving the Ratification of a Four Year Memorandum

of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Bargaining Unit

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Resolution No. 2023-29 approving the ratification of a four year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees bargaining unit; authorize the City Manager to execute said MOU; and authorize the City Attorney to make non-substantive changes.

#### **BACKGROUND:**

In September 2021, the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2021 and ending June 30, 2023.

#### **DISCUSSION/ANALYSIS:**

Since February 14, 2023, the City and the Sanitary and Miscellaneous Employees unit held four meet and confer meetings to reach agreement on a successor MOU. On May 1, 2023, the City and the Sanitary and Miscellaneous Employees unit reached tentative agreement on terms and conditions for a new four year MOU ending June 30, 2027. On May 9, 2023, the Sanitary and Miscellaneous Employees unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below and included in the attached proposed MOU.

1. Base Hourly Salary and Class Titles (Article 4, Section 1)

Language updated to reflect new contract date. Employees will receive a 7% COLA effective 7/1/23; a 5% COLA effective 7/1/24; a 4% COLA effective 7/1/25; and a 3% COLA effective 7/1/26.

#### 2. Standby Pay (Article 5, Section 2)

Updated language. Employees working standby assignments shall be paid \$35.00 per workday, \$50.00 per non-workday, and \$80.00 per holiday.

#### 3. Bilingual Pay (Article 5, Section 4)

Updated language.

Positions eligible for 5%:

- Added: Customer Service Representative I/II, Department Assistant I/II (Code Enforcement), Department Assistant I/II (Human Resources), Economic Development Technician, Payroll Specialist, Senior Center Operator.
- Removed Accounting Technician (Utilities), Business License Technician, Department Assistant I/II (Utilities), Utility Clerk I/II.
- Changed: Department Assistant I/II (Administration) to Department Assistant I/II (Community Development).

Employees who use conversational Spanish skills when interacting with the public on a more limited basis will receive \$50.00 per pay period.

Employees will have two opportunities per calendar year to pass the City designated bilingual test.

#### 4. Longevity Pay (Article 5, Section 6)

Updated language. Employees with 20 years of service shall be eligible for 4% longevity pay.

#### 5. Employee Insurance (Article 6, Section 1)

Updated language. Employees with duplicate health coverage may choose to cash in \$725.00.

#### 6. Retirement (Article 6, Section 3)

Updated language. PEPRA rate increases to 7.75% effective 7/1/23.

#### 7. Holidays (Article 6, Section 5)

Indigenous Peoples' Day (October 9) added to the paid holiday schedule.

#### 8. Hours of Work (Article 7, Section 1)

Updated language. Senior Center Operator's work schedule added - 5 days a week, 8 hours a day with 2 consecutive days off.

#### 9. Salary and Manpower Study for Utilities (Article 12)

Language removed. Item addressed in 2021-2023 MOU.

#### 10. Temporary Employees (Article 16)

Updated language. Temporary employees shall not be employed in excess of 60 consecutive working days within any 12-month calendar period. Exceptions – when City is actively recruiting for an open position, extended workers' compensation leaves, and FMLA leaves. City to provide union a list of all temporary employees monthly. The City shall not employ temporary workers during the December holiday closure.

#### 11. <u>Effective Dates (Article 17, Section 1)</u>

Term of Agreement will be July 1, 2023 through June 30, 2027.

During negotiations, the union asked that a salary compaction issue be corrected that occurred when a Payroll Specialist position was approved by Council on January 25, 2023. Because the salary range assigned to the position is higher than the current range for the Accountant position, this has caused a salary imbalance between classifications that should not have occurred. The Accountant classification is higher than the Payroll Specialist classification and the salary range should reflect this. Appropriate adjustments have been made to the Accountant and Senior Accountant positions to avoid further compaction issues and are reflected on the attached Salary Schedules.

#### **ALTERNATIVES:**

Do not approve the ratification of the Memorandum of Understanding between the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit.

#### **FISCAL IMPACT:**

The total fiscal impact to all funds is \$306,000 for next fiscal year. The impact to each fund has been included in the FY 23-24 annual operating budget.

Attachments: Resolution No. 2023-29 Proposed MOU

#### **RESOLUTION NO. 2023-29**

#### A RESOLUTION OF THE CITY COUNCIL

OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE RATIFICATION OF A FOUR YEAR MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF COACHELLA AND TEAMSTERS LOCAL 1932, REPRESENTING THE SANITARY AND MISCELLANEOUS EMPLOYEES BARGAINING UNIT

**WHEREAS,** in September 2021, the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2021 and ending June 30, 2023.

**WHEREAS**, since February 14, 2023, the City and the Sanitary and Miscellaneous Employees unit have held four meet and confer meetings to reach agreement on a successor MOU. On May 1, 2023, the City and the Sanitary and Miscellaneous Employees unit reached tentative agreement on terms and conditions for a new four year MOU beginning July 1, 2023 and ending June 30, 2027. On May 9, 2023, the Sanitary and Miscellaneous Employees unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below:

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- Added: Customer Service Representative I/II, Department Assistant I/II (Code Enforcement), Department Assistant I/II (Human Resources), Economic Development Technician, Payroll Specialist, Senior Center Operator.
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## **1. NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the City Council of the City of Coachella, as follows:

Section 1. <u>Incorporation of Recitals</u>. The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

<u>Section 2.</u> <u>Title.</u> Adopt Resolution No. 2023-29, a Resolution of the City Council of Coachella, California, Approving the Ratification of a Four Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Unit, and approving salary compaction adjustments to the Accountant and Senior Accountant positions.

# Steven A. Hernandez Mayor ATTEST: Angela M. Zepeda City Clerk APPROVED AS TO FORM: Carlos Campos City Attorney STATE OF CALIFORNIA COUNTY OF RIVERSIDE ) ss. CITY OF COACHELLA I HEREBY CERTIFY that the foregoing Resolution No. 2023-29 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 24th day of May, 2023, by the following vote of Council: **AYES:** NOES: ABSENT: ABSTAIN: Delia Granados Deputy City Clerk

PASSED, APPROVED and ADOPTED this 24th day of May, 2023.





# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COACHELLA AND

TEAMSTERS LOCAL 1932 SANITARY EMPLOYEES AND MISCELLANEOUS EMPLOYEES

JULY 1, 2021 – JUNE 30, 2023

JULY 1, 2023 – JUNE 30, 2027

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1 SANITARY/MISCELLANEOUS EMPLOYEES MOU <u>2021 20232023-2027</u>

## ARTICLE 1 - PREAMBLE

# SECTION 1. INTENT

It is the intent and purpose of the City of Coachella and the Teamsters Local 1932, representing the employees of the City, that this Memorandum of Understanding ("Agreement") shall set forth rates of pay, hours of work, as well as other terms and conditions of employment to be observed by both parties.

This Agreement has been developed in the interest of promoting and improving employee relations between the City of Coachella, California, hereinafter referred to as the City, and Teamsters Local 1932, hereinafter referred to as "Teamsters 1932".

Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

#### **SECTION 2. RECOGNITION OF UNION**

The City of Coachella acknowledges Teamsters Local 1932 ("Teamsters 1932") as the sole and exclusive bargaining representative for the following unit:

- INCLUDED: All permanent full-time and probationary employees in the classified service of the City, including but not limited to those classifications listed in Appendix A to this Memorandum of Understanding ("MOU") as well as all permanent full-time employees who are not within the classified service performing work within the scope of the job descriptions of employees in the classified service of the City.
- EXCLUDED: All temporary employees as defined in and limited by Article 14 of this Agreement, part-time employees, and all management, confidential and supervisory personnel.
- 3. When the City creates a new job classification, the City shall give written notice (letter, email, FAX) to Teamsters 1932 of the bargaining unit assignment, if any, of such classification and the pay range of the classification. Teamsters 1932 shall have ten (10) working days (Monday-Thursday, excluding holidays) after mailing of such notice to contest the City's assignment of the newly created classification to another bargaining unit or to non-bargaining unit status. If Teamsters 1932 timely contests the assignment of the newly created classification, the parties shall

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meet to make an effort to reach agreement within ten (10) working days (Monday-Thursday, excluding holidays) on the bargaining unit assignment for the classification. If no agreement within the prescribed timeframe, the City's determination will be final.

# **ARTICLE 2 – MANAGEMENT RIGHTS**

Teamsters Local 1932 recognizes that the City has the authority to manage and direct, on behalf of the public, all operations and activities of the City to the full extent authorized by law.

- The City retains the exclusive right to manage and direct City services, the
  performance of and the work force performing such services. The City
  retains all of its exclusive management rights, which include, but are not
  limited to:
  - a. determine the mission of its constituent departments, commission, boards and issues of public policy;
  - b. set standards and levels of service;
  - determine the procedures and standards of selection for employment and promotions;
  - d. direct its employees;
  - e. establish and enforce dress and grooming standards;
  - determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
  - g. maintain the efficiency of governmental operations;
  - determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
  - i. determine the content and intent of job classifications;
  - j. determine methods of financing;
  - determine style and/or type of City-issued wearing apparel, equipment or technology to be used;
  - determine and/or change the facilities, methods, technology, means, organization structure and site and composition of the work force and allocate and assign work by which the City operations are to be conducted;

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- m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- assign work to and schedule employees in accordance with requirements as
  determined by the City and to establish and change work schedules and
  assignments upon reasonable notice;
- o. establish and modify productivity and performance programs and standards;
- for good cause, to discharge, suspend, demote, reprimand, withhold salary and benefits or otherwise discipline employees in accordance with applicable law;
- q. establish employee performance standards including, but not limited to,
   quality and quantity standards and to require compliance therewith; take all
   necessary actions to carry out its mission in emergencies;
- r. exercise complete control and discretion over its organization and the technology or performing its work; and
- s. establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.
- The exercise by the City through its Council and management representatives,
   City Manager, Department Directors and Executives, of its management rights
   shall not in any way, directly or indirectly, be subject to the grievance procedure.

# **ARTICLE 3 – BASIS FOR COMPENSATION**

## SECTION 1. SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

Salary ranges are established to provide fair compensation to each position covered by this Agreement. Initial appointments shall be made at the minimum step within the approved pay range. The City Manager may approve a higher starting step if the best interests of the City so require.

#### **SECTION 2. STEP ADVANCEMENT**

A. Salary advancement within each class shall not be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the

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- Department Head and approved by the City Manager. Merit increases shall be effective on the employee's anniversary date.
- B. Upon successful and satisfactory completion of six (6) months of service, an eligible employee may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within the range is reached.
- C. Merit increases will be provided for eligible employees based on performance evaluation conducted on employee's service anniversary date and as outlined in this MOU.
- D. The City implemented a performance step recognizing outstanding performance on January 1, 2012. An employee's advancement to the performance step is based on his/her achievement, over the course of the performance appraisal period following his/her anniversary date, of the goals and objectives established and agreed upon between the employee and his/her supervisor and approved by the Director and City Manager. The Labor/Management Committee adopted the appraisal tool criteria for what constitutes outstanding service and goals and objectives in order to be eligible for the performance step on April 1, 2012.

#### **SECTION 3. PROMOTION**

- A. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%).
- B. Upon successful completion of six (6) months of service in the new class, an employee placed in Step A of the salary schedule may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within range is reached.

#### **SECTION 4. RECLASSIFICATION**

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds the employee's present rate of pay by a minimum of five percent (5%) of the employee's base rate of pay.

#### **SECTION 5. DEMOTION**

When an employee is demoted, the employee's base pay rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause. If the demotion

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is for cause, the employee's pay rate shall be set at any appropriate step rate in the lower range that is less than the employee's existing salary as determined by the City Manager.

#### SECTION 6. METHODS OF COMPENSATION

- A. Compensation shall be determined on an hourly basis.
- B. Payments due shall be paid on a bi-weekly basis unless otherwise specified. By mutual consent of the parties, early payments and other modifications can be made.
- C. Base hourly salary shall be considered as the regular rate of pay for a particular classification without consideration of any other form of compensation.
- D. No employee may take time off from normal working hours (excluding meal periods) for the purpose of depositing a pay check.

#### SECTION 7. REQUIREMENTS AS TO CONTINUITY OF SERVICE

- A. Service requirements for advancement within a base salary range and vacation shall be based on continuous service as a regular employee.
- B. Leaves of absence without pay in excess of five (5) days, except for extended military leave, shall be deducted in computing total service but shall not interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action.

## **ARTICLE 4 – REGULAR COMPENSATION**

#### SECTION 1. BASE HOURLY SALARY AND CLASS TITLES

The hourly wages effective July1, 2021 through June 30, 2023 for employees covered by this Agreement are set forth in the Salary Schedule (Appendix A) to this Agreement.

- Appendix A reflects a three and one half percent (3.5%) seven percent (7%) cost of living adjustment effective July 1, 2021 2023.
- Appendix B reflects a three and one half percent (3.5%) five percent (5%) cost of living adjustment effective July 1, 2022 2024.
- Appendix C reflects a four percent (4%) cost of living adjustment effective July 1, 2025.
- Appendix D reflects a three percent (3%) cost of living adjustment effective July 1, 2026.

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For the period of July 1, <u>2021 2023</u> through June 30, <u>2023 2027</u>, employees will receive an hourly wage based on a forty (40) hour work week.

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If cannabis tax revenue increases at least \$800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.

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# **SECTION 2. PREMIUM PAY**

- 1. Temporary assignments are on a spot basis and do not encompass an entire work day. These employees will receive premium pay for the hours actually worked on the special assignment. Assignments shall be made by the Department Head, subject to the approval of the City Manager. Premium pay shall be paid at the rate of three dollars (\$3.00) per hour. This payment only applies to employees required to operate heavy equipment. Employees shall be entitled to a minimum of two (2) hours pay for each assignment.
- All new employees that are required to operate heavy equipment shall receive eight (8) hours of training before they operate any heavy equipment.
   Any current employee that operates heavy equipment shall receive a yearly refresher course on or soon after their anniversary date.

The training will consist of:

- Pre-trip and post-trip inspections
- Air brake test
- Operation of equipment
- Road test

After completion and passing the training, they will be certified to operate heavy equipment. All heavy equipment vehicles will be supplied with Vehicle Inspection Report books per DOT guidance.

## **SECTION 3. ACTING PAY**

When an employee is asked to substitute in a position higher than the one he/she regularly fills, that employee will be entitled to pay equal to the first step of that higher position (not less than five percent (5%) increase beyond his/her current compensation) for the period of time the employee is asked to take over the duties of the higher level position. An employee will be eligible

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to earn acting pay at the start of the first day the employee works outside of his/her regular classification.

## ARTICLE 5 – SPECIAL COMPENSATION

#### SECTION 1. OVERTIME COMPENSATION

- A. Employees may be required to work overtime if no employee volunteers or in case of an emergency. Employees will be given forty eight (48) hours advanced notice if overtime is required.
- B. Overtime is work directed to be performed in addition to work of the normal work period for a specific classification. Payment for overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate.
  - Overtime hours worked will be paid in excess of ten (10) hours worked per day or in excess of forty (40) hours worked per week.
  - Holiday (including floating holiday) and vacation time used during a work week will count as hours worked for purposes of computing overtime pay for payroll purposes. Compensatory time and sick time used during a work week will not count as hours worked for purposes of computing overtime pay for payroll purposes.
- C. All SCHEDULED overtime and compensatory (comp.) time worked by a non-exempt employee must be approved IN ADVANCE by both the Department Head and the City Manager (or designee) PRIOR to being worked. Evening and weekend EMERGENCY calls must be reported to the Department Head and the City Manager (or designee) on the next working day. Occasional overtime and/or compensatory time required to be worked at the end of the day requires only Department Head approval. Because unauthorized overtime and compensatory time are against City policy, employees who work unauthorized overtime and compensatory time are subject to discipline, up to and including termination.
- D. At the discretion of the Department Head and with the agreement of the employee, compensatory time off may be substituted in lieu of paid overtime. However, no employee may accrue more than one-hundred twenty (120) hours of compensatory time off.
- E. Employees shall have the option of receiving monetary compensation for overtime

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- work or compensatory time off.
- F. Voluntary Special Event Overtime in instances where voluntary overtime is requested for special events, the City shall post a voluntary sign-up sheet in all departments four (4) weeks prior to the event, and the suggested number of employees. The sign-up sheets will be posted for four (4) business days. The top senior employees who possess the skills required to perform the overtime will be chosen two (2) weeks prior to the scheduled overtime. If the required number of employees is not met, overtime will be mandatory and the City shall use inverse seniority until it reaches the number of employees necessary.

## **SECTION 2. STANDBY PAY**

Standby pay will be paid at the rate of eighty five dollars (\$85.00) for a two (2) day weekend and one hundred thirty five dollars (\$135.00) for a three (3) day weekend. Standby pay will be paid at the rate of two hundred twenty five dollars (\$225.00) for a seven (7) day week not including a holiday and two hundred fifty dollars (\$250.00) for a week including a holiday. For purposes of this provision the workweek begins at 12:01 p.m. Saturday and concludes 12:00 midnight the following Friday.

Employees working stand-by assignments shall be paid thirty-five dollars (\$35.00) per workday and fifty dollars (\$50.00) per non-workday. Employees shall be paid eighty dollars (\$80.00) per holiday.

The City agrees to implement a standby rotation system in each division.

## SECTION 3. CALL-OUT AND REPORTING PAY

The City agrees to implement an overtime/call-out rotation system for each individual field division. Each individual field division will rotate overtime/call-out assignments within each field division's non-supervisory employees so that line employees are assigned to overtime/call-out duty in an equitable manner, based upon skill set required to complete said overtime/call-out assignment.

Any employee that is on approved leave that is contacted, and the phone call is for informational purposes only and the call is no longer than ten (10) minutes, there will be no compensation. Any call lasting longer than ten (10) minutes, they will be compensated at least one (1) hour call out pay. If requested to come to work, they will be compensated by the procedure established in this

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article. Disputes over the application of this provision can be processed through the grievance procedure.

If an employee actually works more than two (2) hours call out on any day he/she will be paid for four (4) hours. If he/she works more than four (4) hours call out on any day he/she shall receive eight (8) hours pay. The minimum hour provision in this section shall be paid once for any twenty-four (24) hour day beginning at 12:01 a.m. and ending the following midnight.

#### **SECTION 4. BILINGUAL PAY**

- A. Additional compensation in the amount of five percent (5%) of base salary may be paid to staff in the following positions whose primary responsibilities require the ability to speak Spanish:
  - Accounting Technician (Payroll)
  - Accounting Technician (Utilities)
  - Assistant Engineer
  - Business License Technician
  - Code Enforcement Aide
  - Code Enforcement Officer
  - Customer Service Representative I/II
  - Department Assistant I/II (Code Enforcement)
  - Department Assistant I/II (<u>Administration Community Development</u>)
  - Department Assistant I/II (Engineering Services)
  - Department Assistant I/II (Human Resources)
  - Department Assistant I/II (Public Works)
  - Department Assistant I/II (Utilities)
  - Economic Development Technician
  - Engineering Technician
  - Human Resources Technician
  - · Parks Ranger
  - Payroll Specialist
  - Planning Technician
  - Public Works/Landscape and Lighting Inspector

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- Recreation Services Coordinator
- Senior Center Assistant
- Senior Center Coordinator
- Senior Center Operator
- Utility Clerk I/II
- Water Service Worker II
- B. Additional compensation in the amount of <a href="twenty-five-dollars">twenty-five-dollars (\$25.00)</a> fifty dollars (\$50.00) per pay period for employees who use their conversational Spanish skills when interacting with the public on a more limited basis:

Accountant

- Accounting Technician (Finance)
- Custodian/Building Maintenance
- Heavy Equipment Operator
- Public Works Maintenance Workers (Streets and Parks)
- Senior Accountant
- Senior Maintenance Worker
- Senior Water Service Worker I/II/III/IV
- Street Sweeper Operator
- Treatment Plant Operator Trainee/I/II/III
- Vehicle/Equipment Mechanic I/II
- Water Service Worker I/II
- B. C. To be eligible to receive bilingual pay, an employee must be serving in an eligible classification and be certified by the City to receive such pay. The City may periodically require evaluation of incumbents receiving bilingual pay. An employee shall have two opportunities per calendar year to pass the City designated bilingual test.

## **SECTION 5. CERTIFICATE PAY**

Treatment Plant Operator I/II/III and Water Service Worker I/II/III will receive monthly compensation for the following certifications only if they are not already a requirement per their job description.

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Treatment Plant Operator and Water Service Worker job classifications will receive twenty-five (\$25) dollars a month, per certificate, for obtaining Collections Grade II, Wastewater Treatment II or Water Distribution II certification.

Treatment Plant Operator and Water Service Worker job classifications will receive thirty-five (\$35) dollars a month, per certificate, for obtaining Collections Grade III, Wastewater Treatment III or Water Distribution III certification.

#### **SECTION 6. LONGEVITY PAY**

City Miscellaneous employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous\* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. <u>Longevity payments</u> will be effective July 1, 2022.

TOTAL COMPLETED SERVICE	COMPENSATION
31,200 Continuous Service Hours	2%
(15 years)	
41,600 Continuous Service Hours	4%
<u>(20 years)</u>	

\*For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

## **ARTICLE 6 – WAGE SUPPLEMENTAL BENEFITS**

# SECTION 1. EMPLOYEE INSURANCE

# A. Health and Medical Insurance

 The City will pay up to the median cost of the CalPERS medical premium for single, two-party, and family coverage for employees, spouses, domestic partners and dependents. The specific dollar amounts will change each year based upon CalPERS' rates. Formatted: Strikethrough

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Employees with duplicate health coverage may choose to cash in <u>five</u> hundred twenty five dollars (\$525.00) seven hundred twenty five dollars (\$725.00). An employee must submit a written request for payment and annual evidence of duplicate coverage.

## B. <u>Life Insurance</u>

The City will provide a \$150,000 policy for each employee.

#### C. Optical and Dental

- The City will pay full premiums for both optical and dental benefits for employee and dependents.
- 2. The employees will have the option of having vision coverage of which the City will pay the premiums for the term of this MOU.
- Employees may decline vision coverage, thereby waiving such coverage and shall receive in cash the fees which would have been paid in the form of such insurance premiums.

#### D. Long Term and Short Term Disability

All employees are covered by a long term and short term disability insurance policy. The City shall pay the premium for these disability insurance policies.

## SECTION 2. MEDICAL BENEFITS REOPENER

If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

## **SECTION 3. RETIREMENT**

- A. The City contracts with the California Public Retirement System (CalPERS). Effective October 20, 2012, the City adopted a two-tier retirement plan:
  - Employees hired prior to October 20, 2012 are covered under the 3%@ 60
     CalPERS Plan and will be on the "One Year Final Compensation" benefit plan.
     Employees under the 3%@60 CalPERS Plan (First Level) currently pay an 8%
     member contribution. This amount is set by CalPERS.
  - Employees hired on or after October 20, 2012 are covered under the 2%@60 CalPERS Plan (Second Level) and will be on the "Three Year Final Compensation" benefit plan. Employees under the 2%@60 CalPERS Plan currently pay a 7% member contribution. This amount is set by CalPERS.

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- Effective January 1, 2013, new employees are covered under the 2%@62
  CalPERS Plan (PEPRA) and will be on the "Three Year Final Compensation"
  benefit plan. Employees under the 2%@62 CalPERS Plan currently pay a
  6.75% member contribution which increases to 7.75% on July 1, 2023. This
  amount is set by CalPERS.
- B. The City agrees to pay two dollars (\$2.00) per month for the employee's participation in the 1959 PERS Survivor's Benefit Program (Government Code sections 21570 et seq.) The PERS premium for uniformed employees shall be paid by employees.
- C. The City currently contributes the following amount towards an eligible retiree's CalPERS medical premium:

2021 - \$256.50 per month

2022 - \$270.00 per month

2023 - 2027 \$270.00 per month

#### **SECTION 4. SICK LEAVE**

- A. Sick leave shall be earned at the rate of ten (10) hours per month. For purposes of determining annual cash-out or carryover of accumulated sick leave, unused sick leave will be accrued at the rate of ten (10) hours per month and the cash-out carryover will be determined on that rate.
- B. Sick leave shall be accrued to a maximum of 200 days.
- C. Cash Out: Termination
  - 1. Retirement: fifty percent (50%) of accrued sick leave.
  - 2. Layoff: fifty percent (50%) of accrued sick leave.
  - B. Death: fifty percent (50%) of accrued sick leave.
  - 4. Discharged: None
- D. Cash Out: Annual
  - 1. Employees have the option of saving all of their yearly sick leave or being paid for it in accordance with these provisions.
  - 2. Payment provisions for unused sick leave shall be based on a fiscal year basis (July 1 to June 30).
  - Employees may cash in, convert to vacation, or accrue one-half of their annual unused sick leave hours at the end of each fiscal year. If none of

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- these options are exercised by the employee, the unused sick leave will automatically be accrued.
- 4. Sick leave computation pay shall be based on an employee's hourly rate as of June 30, except for retirement or layoff.
- 5. Upon retirement, employees shall be paid in accordance with the average number of annual hours accumulated and based on the same schedule as the annual cash out. Payment shall be computed at employee's hourly rate at separation.

#### E. <u>Use of Sick Leave</u>

Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.

#### F. Notification of Sickness

- To receive compensation while absent on sick leave, an employee shall notify his/her immediate supervisor in the manner provided for in Departmental rules and regulations or as otherwise allowed by law.
- When an employee requests sick leave, the City shall follow the guidelines outlined in SB 579 and all other applicable laws to determine whether a doctor's note will be required.

#### G. Family Sick Leave

- 1. In case of illness of a member of the employee's immediate family, the employee, upon reasonable notice, may take up to one-half of his/her annual sick leave accrual for family sick leave.
- Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, stepchild, or guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
- Family sick leave shall be deducted from the employee's accumulated sick leave.

## H. Return From Sick Leave

Upon return from sick leave, an employee may be required by the Department Head to report for an examination by a City-selected physician to determine fitness for duty.

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#### **SECTION 5. HOLIDAYS**

- A. The following days shall be considered paid holidays.
  - New Year's Eve
  - New Year's Day
  - Martin Luther King's Birthday
  - Presidents' Day
  - · Cesar Chavez's Birthday
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Indigenous Peoples' Day
  - · Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Christmas Eve
  - Christmas Day
- B. If the holiday falls on a Friday or Saturday, it will be observed on the Thursday before as a legal holiday. In addition, if a holiday falls on a Sunday, it will be observed the following Monday. In the case that the City has a holiday closure, December 24<sup>th</sup> thru January 1<sup>st</sup>, employees may use vacation, compensatory time, and floating holidays. In the event employees do not have enough hours for coverage of time lost due to the closure of the City, the City will allow employees to carry a negative balance. Any accruals earned after January 1<sup>st</sup> will be used to clear an employee's negative balance.
- C. Floating Holidays
  - In lieu of former holidays (Lincoln's Birthday, Admission Day, and Day After Thanksgiving), employees shall earn three (3) floating holidays.
  - 2. Floating holidays shall be earned on July 1, and shall be taken during the period between July 1 through June 30 of each year. As of June 30, the floating holidays earned in a fiscal year and unused shall either be cashed out or converted to vacation and carried over to the next fiscal year at the employee's option.

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- D. Employees who work on a paid holiday shall be paid at the rate of time and one-half their normal hourly rate, in addition to the straight time pay they normally receive for the holiday, with a minimum of two (2) hours "call in" time guaranteed.
- E. There shall be no accrual of holiday time off.

## **SECTION 6. VACATION**

- A. Employees shall earn vacation as follows:
  - 1. 1<sup>st</sup> year through 3<sup>rd</sup> year of service– eleven (11) days per year.
  - 2. 4<sup>th</sup> year through 10<sup>th</sup> year of service sixteen (16) days per year.
  - 3. 11<sup>th</sup> year through 15<sup>th</sup> year of service twenty (20) days per year.
  - 4. 16<sup>th</sup> year through 20<sup>th</sup> year of service twenty-five (25) days per year.
  - 5. Over twenty (20) years of service thirty (30) days per year.
- B. An employee may accrue up to the amount that employee accrues in two (2) years.

  Once this maximum amount has been accrued, the employee shall accrue no further vacation until the accrued level has been reduced to below the maximum. The employee will then again begin accruing but at no time shall the employee's level accrued vacation exceed the amount of vacation that the employee accrues in two (2) years.
- C. The time of taking vacation shall be determined by the Department Head, subject to review by the City Manager. An employee may take vacation only in increments of full days or complete shifts. A Department Head may approve smaller increments of not less than four (4) hours.
- D. Subject to filing an official request, an employee may cash in up to eighty (80) hours of vacation annually (based on fiscal year: July 1-June 30).
- E. Prior to an employee taking of vacation time, he/she may request and, upon such approval, shall receive a payroll check for the wages which normally would be earned during the duration of the employee's vacation. Employees must give one pay period advance notice of such a request.

## **SECTION 7. BEREAVEMENT LEAVE**

A. Employees shall be granted three (3) days bereavement leave for purposes of arranging and attending the funeral of a member of the employee's immediate family. Bereavement leave shall only be granted on the employee's regularly

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- scheduled work days. Bereavement leave shall not be deducted from an employee's accrued sick leave.
- B. Immediate family is defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, child, stepchild, guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
- C. The City may require an employee to submit evidence of the relationship to the employee and the death of the immediate family member.

#### SECTION 8. SAFETY EQUIPMENT AND UNIFORMS

#### A. Uniforms

In the event the City requires employees to wear a special uniform, the City agrees to furnish said uniforms and the laundry thereof at no cost to the employees. Employees provided uniforms shall receive five (5) shirt and pant changes per week.

#### B. Safety Shoes

Any employee covered by this agreement whose duties require them to perform work which expose their feet to potential harm or danger shall be required to wear safety shoes during working hours. The specifications for the shoes will be determined by the City. The City shall provide two pairs of shoes every July, and will contribute up to five hundred (\$500.00) dollars, plus sales tax, towards the purchase. If an employee chooses a shoe whose cost is above what the City contributes, it shall be the responsibility of the employee to pay the difference. The employee must demonstrate to their supervisor that the shoes they wish to replace need to be replaced. Should an employee's work render the shoes ineffective for purposes of foot safety in a period of less than twelve (12) months, that employee must demonstrate to their supervisor or Department Head that the shoes need to be replaced before a second pair will be provided.

C. A City cell phone shall be provided to all workers when placed on standby status.

#### **SECTION 9. JURY DUTY**

An employee who is summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary. All jury duty fees received by an employee shall be paid to the City. Compensation for mileage or subsistence

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allowances while serving on a jury are not considered as a fee and shall be retained by the employee. Any employee who is called as a witness arising out of any matter in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by an employee shall be paid to the City along with any mileage payment if the employee uses City transportation. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking an exemption or excuse from jury duty or as a witness as may legally be available, or postponement of such service when absence by the employee would create undue hardship for the employer or the employee's department, or would materially affect required service to the public.

#### **SECTION 10. STATE DISABILITY INSURANCE**

All employees covered by this Agreement are covered by the State of California Disability Insurance program. The costs of participating in the program are paid for by the employees.

#### SECTION 11. EMPLOYEE PHYSICAL EXAMINATION

The City reserves the right to require an employee to submit to a fitness for duty medical examination. In doing so, the City shall comply with the pertinent requirements of the U.S. Americans with Disabilities Act and the California Fair Employment & Housing Act. The City shall pay the cost of the examination. An employee may elect to be examined by his/her physician. If an employee elects to be examined by his/her physician the employee must pay the cost of the examination, and have all City supplied examination forms completed and returned to the City. An employee who fails to comply with the provisions of this section may be disciplined and required to submit to an examination by a City selected physician. The employee shall pay the cost of such an examination. Examinations shall not include testing for drugs.

# SECTION 12. EDUCATION REIMBURSEMENT

The City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in job related courses. Payment is predicated on an employee receiving a 2.0 grade or better, and is based upon a fiscal year. The City will also reimburse employees one hundred percent (100%) of the cost of job-related college preparatory classes, certifications, professional licensure preparatory classes,

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vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses. The cost to the City for the reimbursements shall not exceed five thousand dollars (\$5,000) per employee for a twelve (12) month period. Requests for reimbursement must be submitted and approved prior to enrolling in a course or applying for a certification, license or renewal.

#### **SECTION 13. MEDICAL FLEX PLAN**

The City will provide and administer an "employee benefits plan" for medical expenses pursuant to Section 125 of the Internal Revenue Service Code. Participation in the plan is voluntary. The annual deduction is determined by the Internal Revenue Service.

## **ARTICLE 7 – WORKING CONDITIONS**

#### **SECTION 1. HOURS OF WORK**

All departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the services performed by the City makes it impossible for all departments to operate on the same schedule of working hours.

- A. The employees' normal work period shall be based on a 4/10 work schedule, whereby employees will work ten (10) hours per day Monday through Thursday, between the hours of 5:00 a.m. and 6:00 p.m., with the exception of Senior Center employees, who will be off either Monday or Friday as determined by the City Manager or designee, the Park Ranger who will work weekends and receive two (2) consecutive days off, and one Building Maintenance Worker who will be off Sunday, Monday, and Tuesday.
- B. Overtime shall be paid for hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per workweek.
- C. Holidays, floating holidays and vacation hours will be computed at the rate of ten (10) hours per day.
- D. Work schedules for the Senior Center, Park Ranger, and Building Maintenance-Worker employees may vary from the above alternative work schedules based on operational needs. Employees at the Senior Center shall work a 9/80 schedule, with the exception of the Senior Center Operator who shall work five (5) days a week, eight (8) hours a day with two (2) consecutive days off. , Park Ranger employees

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- shall work five (5) days a week, eight (8) hours a day with two (2) consecutive days off, and one Building Maintenance Worker shall work a 4/10 schedule with three (3) consecutive days offs.
- E. Departments may require alternative work schedules for some employees to meet the demands of operations, including weekends and evenings. The City will exercise its efforts in good faith, subject to the requirements of operations to the end that employees will be scheduled on a normal work pattern which shall be four (4) consecutive days on and three (3) consecutive days off in any scheduled work week with the exceptions noted for the Senior Center, Park Ranger, and one Building Maintenance Worker.

#### **SECTION 2. REST PERIODS**

- A. Employees may be allowed up to a fifteen (15) minute rest period in accordance with department rules during each half of the regular work day or regular work shift.
- B. Rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.
- C. Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
- D. Breaks may be taken away from the work site or City facility. If moving by vehicle, employees are required to use their own personal vehicle.

## **SECTION 3. MEAL PERIOD**

Employees shall be entitled to an unpaid meal period not to exceed one (1) hour per regular work day or regular work shift. The amount of time for the meal period and the procedure for taking a meal period shall be established by departmental rules and regulations.

#### **SECTION 4. ATTENDANCE**

Employees shall normally be in attendance at their, work in accordance with City regulations governing hours of work, holidays, and leaves. Failure on the part of an employee to notify the City of an absence in accordance with the City's rules shall be considered adequate reason for dismissal.

#### **SECTION 5. OUTSIDE EMPLOYMENT**

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- A. No employee in the City service shall hold any job or employment outside of the City service without written approval from his or her Department Head or the City Manager. Approval may be requested at any time, shall be renewed each July, and must be re-obtained any time outside employment changes.
- B. Outside employment will not be permitted if (a) it would physically or mentally impair or hamper the employee in the discharge of his/her duties, (b) it would place the employee in conflict with the City in any fashion, or (c) it would reflect adversely upon the employee or the City. The employee may appeal the decision of the Department Head to the City Manager.
- C. The City Manager reserves the right to prohibit any outside employment on the part of any City employee which may be detrimental to the best interests of the City. In such cases, the employee would be given appropriate warning and then must decide between his or her City position and the outside employment. Employees, may not engage outside business activities while on duty, nor may City equipment or property be used for any other reason than City functions.
- D. The procedure to be followed in requesting approval of outside employment is as follows:
  - 1. Employee must submit a written request to his or her Department Head on a form provided by the City.
  - 2. The Department Head shall approve or deny the employee's request and notify the requesting employee immediately.
  - The request, whether approved or denied, shall be routed to the City Manager.
  - 4. Appropriate follow-up action will be taken if requested (i.e., appeal of denial by employee directly to the City Manager).

## SECTION 6. LEAVES OF ABSENCE

## A. General Policy

The following types of leave, and no other, are officially recognized: holidays, vacations, sick, military, jury leave and leave without pay. All leaves may be granted by the Department Head in conformance with rules established for each type of leave and shall be referred to the City Manager for approval. All absences

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of one (1) hour or more must be reported to the personnel office on forms provided by the personnel office and on the payroll records of the payroll clerk.

#### B. Military Leave

In accordance with provisions of State Law, an employee shall be granted military leave of absence from his/her position during the actual duration of such activity.

#### **SECTION 7. PROBATIONARY PERIOD**

- A. The probationary period is an integral part of the employment process. It shall be utilized to observe a new or promoted employee in his/her position, and to reject any employee whose performance does not meet the required work standards.
- B. All original and promotional appointments shall be tentative and subject to a probationary period.
  - Original appointments: A six (6) month probationary period provided that
    the City, at its discretion, may extend a probationary period for an additional
    six (6) months. A rehired permanent employee, returning within six (6)
    months of termination, shall have a six (6) month probationary period and
    shall have all seniority restored for promotional and vacation purposes.
  - 2. Promotional appointments: A six (6) month probationary period. The City, at its discretion, may extend a promotional probationary period for an additional six (6) months. The City will notify the union within five (5) working days of any extension of a probationary period.
  - 3. All sick leave, suspensions or leaves shall extend the probationary period by an equal amount of time.
- C. During the probationary period the Department Head, with the concurrence of the City Manager, may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his/her continuance in the service. The Department Head shall immediately report such removal to the Human Resources Manager and to the employee and shall state his/her reasons in writing.
- D. If an employee is removed from a position during or at the end of his/her probationary period, and the Human Resources Manager determines that the individual is suitable for appointment to another position, his/her name may be

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restored to the list from which it was certified. An employee promoted to a new class who does not successfully complete his/her probationary period shall be reinstated to a position in the class occupied by the employee immediately prior to promotion.

## **SECTION 8. ANNUAL PERFORMANCE REVIEW**

- A. Employees shall receive an annual performance review on the anniversary date of their current classification.
- B. Teamsters Local 1932 shop stewards shall receive a list of all upcoming evaluations on a quarterly basis.
- C. Performance evaluations are grievable on a standard grievance form.

#### SECTION 9. WORKERS' COMPENSATION

All persons employed by the City are covered under the California State Workers' Compensation system. Workers' compensation insurance covers all job-related injuries and provides for payment of medical expenses. Workers' compensation death benefits are provided as required by law. No cost is incurred by the employee for this benefit. All costs are incurred by the City.

## **SECTION 10. SEPARATION**

All separations of employees from positions in the classified service shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement, and dismissal.

#### A. Resignation

An employee may resign by submitting to his/her Department Head in writing the reasons therefore and the effective date. As much advance notification as possible is requested but a minimum of two weeks' notice is desired. Failure to comply with this requirement may be cause for denying future employment with the City.

#### B. Layoff

## 1. Purpose for Layoffs

For reasons of economy, efficiency, or in the interest or mandate of the public, reductions of City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may

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eliminate positions, and the employees holding such positions may be laid off.

#### 2. Seniority and Order of Layoff

- a. Seniority shall be by date of first employment in the employee's current classification. Layoffs shall be in reverse seniority order in the affected classification, with junior employees being laid off before senior employees. No full-time permanent employee may be laid off while any temporary, probationary or part-time employees, or any employees with less seniority are retained in the affected classification. A senior employee who is to be laid off shall have the right to bump a junior employee in a lower paying classification provided that the senior employee shall have previously established permanent status in the position into which she/he wishes to bump.
- b. If an employee exercises bumping rights to a lower classification, said employee shall have the right to be the next person promoted to the classification from which he or she was laid off for a period of 24 months from the effective date of the lay-off action.
- 3. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes.

#### 4. Reinstatement List and Recall Rights

- a. Full-time permanent employees of the City who are laid off from the competitive service in good standing shall have their names placed on a recall list for a period not to exceed two (2) years from date of layoff, and shall be eligible for recall for any vacancies within the same position classification held by the employee, provided that the employee meets the minimum qualification and is able to perform the duties of the job. Laid off employees applying for vacancies in other position classifications shall be given preference provided they meet the minimum qualifications for the position and are able to perform the duties of the job.
- Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of

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layoff, unless subsequent changes in the MOU have been made in the intervening time regarding a particular benefit, in which case the newer MOU language regarding benefit entitlement will take precedent.

c. After expiration of the two (2) year recall list, laid off employees will be treated the same as internal candidates for employment recruitment purposes only in accordance with the "Recruiting, Hiring and Promotions of Classified Employees" policy for a period of twelve (12) months after approval of this MOU.

## 5. Payment for Accumulated Leave

The laid-off employee shall have the option of receiving payment for any accumulated vacation leave compensatory time, or "frozen" sick leave with a cash value in accordance with the provisions of the MOU and respective City policies, at any time during the layoff period. Payment shall be made in one (1) full payment. An employee electing to defer automatic payment of these leave balances by the City must notify the Human Resources Department in writing of their choice. If payment is not selected at the end of the two (2) year period the City will automatically pay the employee the amount to which he or she is entitled. Once an employee elects payment of any balances, the payment will be subject to the provisions applicable for those programs in effect at the time of reinstatement.

#### 6. Severance Pay

The laid-off employee will be provided four (4) weeks of severance pay.

# C. <u>Disability</u>

An employee may be separated when he/she cannot perform the essential duties of the position with or without reasonable accommodation(s) because of physical or mental disability. Action may be initiated by the employee, his/her legal representative, or the City, but in all cases, it must be supported by medical evidence acceptable to the City Manager. The City may require an examination at its expense to be performed by a City selected physician.

## D. Death

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Separation shall be effective as of the date of death. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums which by law must be paid to the surviving spouse.

#### E. Retirement

Whenever an employee meets the conditions set forth in these rules and PERS Regulations, he/she may elect to retire and receive all benefits earned under the Retirement Plan.

#### F. Dismissal

The City Manager may dismiss any employee for the good of the service. Reasons for dismissal may include, but shall not be limited to:

- Failure to meet the prescribed standards of work, morality and ethics to an
  extent that makes an employee unsuitable for any kind of employment in
  the City service.
- 2. Theft or destruction of City property.
- 3. Incompetence, inefficiency, or negligence in the performance of duty.
- 4. Insubordination that constitutes a serious breach of discipline.
- 5. Conviction of a criminal offense.
- 6. Notoriously disgraceful personal conduct.
- 7. Unauthorized absences or abuse of leave privileges.
- Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
- 9. Falsification of records or use of official position for personal advantage.
- 10. Intoxication or drinking during working hours or drinking on City property.
- 11. If an employee's wages are garnished for more than three (3) debts within one (1) year, such an employee may be subject to disciplinary action.

Any employee who has been discharged shall be entitled to receive a written statement of the reasons for such action and to a hearing before the City Manager if he/she so requests, as provided in these rules.

#### G. <u>City Equipment</u>

At the time of separation and prior to final payment, all records, assets and other items of City property in the employee's custody shall be transferred to the

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Department Head and certification to this effect shall be executed by the employee. Any amount due because of a shortage in the above shall be collected through appropriate legal action if not voluntarily paid by the employee.

## H. Rights of Employees

Regular employees who separate from City employment shall receive payment for all earned salary and earned annual leave.

## <u>ARTICLE 8 – SECURITY PROVISIONS</u>

#### SECTION 1. DUES CHECKOFF

Teamsters Local 1932 is authorized to use payroll deductions for collecting employee organizational dues on a monthly basis.

#### **SECTION 2. MAINTENANCE OF MEMBERSHIP**

The Union shall have the sole and exclusive right to have membership dues deducted by the City for employees covered under this Agreement, upon appropriate written authorization submitted by such employees to Teamsters Local 1932. Teamsters Local 1932 shall advise the City in writing of the membership dues to be deducted for each member. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums. Teamsters Local 1932 shall notify the City in writing of any change in dues thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues authorization.

Teamsters Local 1932 shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to Teamsters Local 1932. The City shall deduct the approved bi-weekly membership dues within the first pay period upon receiving written notification from Teamsters Local 1932.

The City shall forward a monthly report to the Union and the Assigned Business Agent, which will include any all personnel actions (new hires, terminations, transfers, promotions, home address changes, etc.) within the Unit.

## SECTION 3. CHANGES IN COMPENSATION AND BENEFITS

In the event any other bargaining unit or non-bargaining unit member receives any economic benefit (i.e., salary, insurance, etc.) during the term of this agreement, unit members represented Formatted: Font: Times New Roman, 10 pt, Do not check spelling or grammar

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by Teamsters Local 1932 shall receive the equivalent increase. In the event any other bargaining unit or non-bargaining unit member receives any economic benefit and the benefit does not exist in this contract, unit members shall receive the equivalent amount toward the benefit of their choice.

# **ARTICLE 9 - D.R.I.V.E. VOLUNTARY CONTRIBUTIONS**

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City in writing of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

The City shall transmit to DRIVE National Headquarters on a biweekly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the biweekly payroll deduction plan.

DRIVE shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a DRIVE contribution authorization.

## **ARTICLE 10 – GENERAL PROVISIONS**

# SECTION 1. USE OF VEHICLES AND CREDIT CARDS

## A. <u>Vehicles</u>

City-owned vehicles may be used only when employees are in the official discharge of their duties. No person may ride in a City-owned vehicle unless on City business. Absolutely no hitchhikers may be picked up at any time. City vehicles may not be used for personal business and such use shall be grounds for disciplinary action. Keeping a City vehicle overnight and use to and from work is not necessarily considered as discharge of duties. Such use may be allowed only as a condition of employment or if an employee's job is of a nature that requires him/her to respond to an emergency or call-in.

# B. Speed Limit

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City vehicles shall be driven in compliance with all State, City and County laws, rules and ordinances. No vehicle shall be driven above the posted speed limit except when the necessary sirens and lights are used while responding to emergency situations.

#### C. Courtesy

All common courtesies of the road shall be exercised whenever practical. The manner in which vehicles are operated reflect upon the reputation of all City employees.

## D. Accidents

All accidents involving City vehicles and private property are to be reported to the Police Department immediately and to the City Manager as prescribed by the City's accident report procedure. Failure to report any accident involving City vehicles within one (1) working day may be construed as an attempt to conceal the accident. An employee may be warned, suspended or terminated for failing to comply with this provision.

- E. Teamsters Local 1932 and the City jointly recognize the need for safe equipment and the proper operation of all equipment. To help achieve a safe work environment the parties agree that:
  - 1. Every effort will be made to ensure that all motorized equipment is maintained properly with prompt repairs made as needed.
  - 2. Each equipment accident will be analyzed. A formal report will be made available to all involved employees. Employees judged to have contributed to an accident may be held financially responsible for damages.
  - 3. An employee has the right to question if a vehicle is safe to operate.
  - 4. Vehicle check lists will be used for all vehicular equipment.

#### F. Parking

City vehicles which are taken home by employees shall not be parked on public streets.

# G. Unattended Vehicles

The California Vehicle Code makes it unlawful to leave vehicles running and unattended. Violations of this law will result in disciplinary action.

H. Backing of Vehicles

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No City trucks will be backed up without the assistance of a second person stationed on the rear of and to the side of a City truck while they are being backed up.

#### I. Credit Cards

City-owned gasoline company credit cards are to be used only when it is impractical to use City facilities at City Hall. Credit cards shall not be used for meals or lodging unless authorized in advance by the City Manager.

#### SECTION 2. NONDISCRIMINATION AND EQUAL OPPORTUNITY

- A. The City and Teamsters Local 1932 agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.
- B. The parties agree to cooperate actively and positively in supporting the concept of equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.
- C. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential.
- D. The provisions of this agreement shall be applied equally to all employees subject to the agreement without regard to sex (including pregnancy, gender identity, gender expression and sexual orientation, marital status, race, color, religion, national origin, mental disability, physical disability, age (40 and above), medical condition (cancer or genetic characteristic), or any other protected class under applicable law.

# **SECTION 3. ACCESS TO AGREEMENT**

Upon enactment of this agreement, the City will, within thirty (30) days, provide each employee with a copy of this Agreement.

#### **SECTION 4. REPRESENTATION**

It is agreed that the bargaining unit covered by the Agreement does not include management personnel.

#### **SECTION 5. NO STRIKE/NO LOCK OUT**

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Teamsters Local 1932, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, stick-out, or any other job action by withholding or refusing to perform services.

The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

## ARTICLE 11 – EMPLOYEE/EMPLOYER RELATIONS

#### SECTION 1. LABOR/MANAGEMENT COOPERATION COMMITTEE

A Labor/Management Committee shall be established for the following purposes:

- A. To improve communication between representatives of Labor and Management;
- B. To study and explore ways of eliminating potential problems between the City and its employees;
- C. This Committee is not intended to circumvent, replace or modify the grievance procedure.
- D. The City and Teamsters Local 1932 agree to create a subcommittee to meet and confer on revisions to City's Personnel Rules.

## **SECTION 2. GRIEVANCES**

A grievance is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing City administered Personnel Rules and Regulations, policies, or this MOU.

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly, the following procedure is established.

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- 1. A grievance must be presented to the direct supervisor within seven (7) working days of the event giving rise to the grievance or the grievance will be deemed untimely. The direct supervisor shall make inquiry into the facts and circumstances of the complaint and shall attempt to resolve the matter promptly and fairly. The direct supervisor shall provide response to employee within seven (7) working days of receipt of the grievance.
- 2. An employee, if dissatisfied with the decision of the direct supervisor, may submit the grievance in writing to the Department Head. The Department Head shall make a separate investigation and inform the employee in writing of his/her decision and the reason therefore within seven (7) working days after receipt of the employee's grievance. If the direct supervisor is the Department Head, then the employee will proceed to Step 3.
- 3. If the employee is dissatisfied with the Department Head's/direct supervisor's decision, he/she may request in writing a review by the City Manager within seven (7) working days following the receipt of the decision of the Department Head/direct supervisor. The City Manager shall make an investigation and conduct such hearings as he/she deems necessary and shall within fifteen (15) working days after the receipt of the employee's request for review, inform the employee in writing of his/her findings and decision.
- 4. If the grievance is not resolved at the City Manager level, within 15 days after the receipt of the City Manager's decision, the employee or representative may submit the written grievance to mediation for an advisory decision. The impartial mediation will be handled by the California State Mediation and Conciliation Service or by another mediation service agreed to by both parties. If this step in the grievance process is requested, it will be at no cost to the City. The outcome of the mediation will be considered advisory to the City Manager. After considering the outcome of the mediation, the City Manager shall inform the employee in writing of his findings within 15 working days. The decision of the City Manager shall be final.

The City shall make available to the employee or the employee representative a standard grievance form.

#### **SECTION 3. STEWARDS**

Teamsters Local 1932 may be represented by four (4) Stewards. Teamsters Local 1932 shall notify the City in writing of the employees selected to act as Stewards, as well as to provide notice if

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employee representation changes during the term of this Memorandum of Understanding. Stewards shall, unless performing steward duties, be and remain at their regular place of work. Not more than one (1) of the designated steward representatives may participate in any special meeting to resolve a problem within the scope of bargaining or grievance hearing at one time, unless authorized by the City Manager.

The City will provide Teamsters Local 1932 fifty (50) hours per fiscal year per steward for all steward meetings, trainings, and executive board meetings during work hours. Any unused hours remaining at the end of the fiscal year will not carry over. This release time shall be paid City time. Stewards are required to inform their immediate supervisor of such meetings, trainings, and executive board meetings a minimum of five (5) business days in advance. Supervisors have the discretion to deny attendance to ensure that work locations are adequately covered if necessary. Stewards will record the date and amount of time spent on such activities using the City's online timekeeping system.

In accordance with SB 1085, Teamsters Local 1932 agrees to reimburse the City for all compensation and benefits paid to a steward for additional release time requested by Teamsters Local 1932 that fall outside normal steward duties, as listed above. Stewards will record the date and amount of time spent on additional release time using the City's online timekeeping system. The City will submit a request for reimbursement to Teamsters Local 1932 on a monthly basis and Teamsters Local 1932 will reimburse the City within thirty (30) days of receipt of said request.

#### **ARTICLE 12 - SALARY AND MAN POWER STUDY FOR UTILITIES**

The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing the manpower study described below. Study is to be job description based and not classification based. Study comparative entities to include an equal mix of stand alone utilities (not City owned/operated) and City utilities.

The City further agrees to conduct a manpower study for utility plant operation classifications to be completed within 1 year of contract ratification.

#### Study to include:

- Workload needs:
  - Number of hours to complete assigned jobs

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Ex: 10 hours to treat wastewater, per day.	Formatted: Strikethrough
Number of personnel required to complete assigned jobs	Formatted: Strikethrough
Job assignments needed to meet baseline utility operations requirements	Formatted: Strikethrough
Ex: a valve turning program is not currently implemented, but is a baseline	Formatted: Strikethrough
requirement of a water utility. The assignment should be included in	
workload needs.	
	5
• Examples of jobs to be studied:	Formatted: Strikethrough
Duties required to operate a sanitary and water district	Formatted: Strikethrough
Utility plant operation classifications include the following positions:	Formatted: Strikethrough
Treatment Plant Operator (all levels)	Formatted: Strikethrough
Chief Treatment/Collections System Operator	Formatted: Strikethrough
Sanitary Superintendent	Formatted: Strikethrough
Water Superintendent	Formatted: Strikethrough
Water Service Worker (all levels)	Formatted: Strikethrough
Senior Water Service Worker (all levels)	Formatted: Strikethrough
Other positions directly related to utility plant (water and wastewater operations)	Formatted: Strikethrough
identified as necessary in the manpower study.  Note: these positions specifically exclude all clerical, administrative and management positions	Formatted: Strikethrough
duties performed) to prevent different salary levels within other City operations. In no event will a utility position for which there is an equivalent or similar position elsewhere in the City be considered under a separate salary study.	
The results of this salary study will be incorporated into the next City wide salary study without	Formatted: Strikethrough
update provided a City wide salary study is conducted within two years of the report date of this	
salary study.	
City agrees to include employees and their job knowledge/experience of the Utilities in this	Formatted: Strikethrough
study.	
Upon conclusion of the salary and manpower studies, the City will meet and confer with the	Formatted: Strikethrough
Union regarding implementation of and position and/or salary recommendations based on both	
studies.	(5 W 1 0 W W
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ARTICLE 13 12 – BULLETIN BOARD	spelling or grammar
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The City will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. Only areas designated by the appropriate authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- A. Scheduled Teamsters meetings, agendas and minutes.
- B. Information on Teamsters elections and the results.
- C. Information regarding Teamsters social, recreational, and related news bulletins.
- Reports of official business of Teamsters, including reports of committees or the Board of Directors.

#### **ARTICLE 44 13 – JOB POSTINGS**

The City will send notification of Miscellaneous Unit job openings to Teamsters for posting at their Training Center.

#### ARTICLE 15 14 CONTRACTING

In the event the City determines a service and/or program will be contracted out, City agrees that any Request for a Proposal for contracting out a service and/or program will not displace any current employee. The City will agree to meet and confer with the Teamsters Local 1932 and give notice as required by law.

#### ARTICLE 16 15-TEMPORARY EMPLOYEES

The City shall have the right to hire temporary employees (casuals) at the appropriate classification as outlined in this MOU as determined by the Department Head. Such employees shall not be covered by this MOU and shall not be employed in excess of one hundred twenty (120) sixty (60) consecutive working days within any twelve (12) month calendar period. The City shall provide a list of all temporary employees each month with names, start date, department and assigned duties of each temporary employee. The union or the City may request a meeting to discuss the implementation of extending the length of service for a temporary employee not to exceed one hundred twenty (120) total days. The exceptions would be when the City is actively recruiting for an open position, extended workers' compensation leaves, and FMLA (Family Medical Leave Act) leaves. In no way is this language intended to fill a position with a temporary employee. If a temporary employee is employed in excess of one hundred twenty (120) consecutive working days in a calendar year, then that temporary employee will be covered by the MOU and become a

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regular employee. The City shall not employ any temporary workers during the December holiday closure. Formatted: Font color: Red ARTICLE <del>17</del> 16 EFFECTIVE DATES Formatted: Strikethrough **SECTION 1. PROVISION EFFECTIVE** The provisions of this Agreement shall be effective commencing July 1, 2021 2023, except as Formatted: Strikethrough otherwise specified in this Agreement and shall remain in effect until June 30, 2023, 2027, or until Formatted: Strikethrough Formatted: Not Strikethrough superseded by another Agreement. **SECTION 2. SEPARABILITY** If any section, subsection, sentence, or clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. The City and Teamsters Local 1932 hereby declare that they would have enacted this Agreement and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. Signed this <del>2021</del> 2023 Formatted: Strikethrough CITY OF COACHELLA **TEAMSTERS LOCAL 1932** Dr. Gabriel Martin **Doug Martinez Carlos Gonzales** Formatted: Strikethrough City Manager Teamsters Local 1932 Representative Formatted: Font color: Red, Not Strikethrough Gabriel Lopez Employee Representative Formatted: Font: Times New Roman, 10 pt, Do not check spelling or grammar

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Lourdes Marron Cesar Talamantes

Employee Representative

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Jose Nunez Employee Representative

Cesar Lucrecio Employee Representative

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July 1, 2023 - June 30, 2024 (7% COLA effective July 1, 2023)

						E	OTH
<b>Position Title</b>	Step	$\mathbf{A}$	В	C	D	E	Ormance 1.0.
Accountant	h	41.60	43.68	45.86	48.15	50.56	53.09
	m	7,209.94	7,570.44	7,948.96	8,346.41	8,763.73	9,201.92
Grade 13	a	86,519.31	90,845.28	95,387.54	100,156.92	105,164.76	110,423.00
Accounting Technician	h	30.09	31.59	33.17	34.83	36.57	38.40
	m	5,215.50	5,476.27	5,750.09	6,037.59	6,339.47	6,656.45
Grade 7	a	62,585.99	65,715.29	69,001.05	72,451.10	76,073.66	79,877.34
Assistant Engineer	h	43.35	45.51	47.79	50.18	52.69	55.32
	m	7,513.24	7,888.90	8,283.34	8,697.51	9,132.39	9,589.00
Grade 21	a	90,158.83	94,666.78	99,400.11	104,370.12	109,588.63	115,068.06
Building Inspector I	h	33.97	35.66	37.45	39.32	41.29	43.35
	m	5,887.35	6,181.72	6,490.81	6,815.35	7,156.11	7,513.92
Grade 11	a	70,648.22	74,180.63	77,889.67	81,784.15	85,873.36	90,167.02
Building Inspector II	h	38.90	40.85	42.89	45.04	47.29	49.65
	m	6,743.48	7,080.66	7,434.69	7,806.43	8,196.75	8,606.58
Grade 19	a	80,921.81	84,967.91	89,216.30	93,677.12	98,360.97	103,279.02
Building Maintenance Worker	h	24.77	26.01	27.31	28.68	30.11	31.62
	m	4,294.10	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48
Grade 2	a	51,529.21	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77
Code Enforcement Aide	h	18.24	19.15	20.11	21.11	22.17	23.28
	m	3,161.55	3,319.63	3,485.61	3,659.89	3,842.88	4,035.03
Grade 10	a	37,938.58	39,835.51	41,827.28	43,918.65	46,114.58	48,420.31
Code Enforcement Officer	h	31.87	33.47	35.14	36.90	38.74	40.68
	m	5,524.55	5,800.78	6,090.82	6,395.36	6,715.13	7,050.88
Grade 9	a	66,294.61	69,609.35	73,089.81	76,744.30	80,581.52	84,610.59
Construction Project Coordinator	h	43.30	45.47	47.74	50.13	52.63	55.26
	m	7,505.56	7,880.84	8,274.88	8,688.62	9,123.05	9,579.21
Grade 20	a	90,066.69	94,570.03	99,298.53	104,263.46	109,476.63	114,950.46
Customer Service Representative I	h	26.00	27.30	28.67	30.10	31.61	33.19
	m	4,507.17	4,732.53	4,969.16	5,217.62	5,478.50	5,752.42
Grade 28	a	54,086.09	56,790.39	59,629.91	62,611.41	65,741.98	69,029.07
Customer Service Representative II	h	27.29	28.65	30.08	31.59	33.17	34.83
	m	4,729.85	4,966.34	5,214.65	5,475.39	5,749.16	6,036.61
Grade 29	a	56,758.14	59,596.05	62,575.85	65,704.64	68,989.88	72,439.37
Customer Service Technician	h	32.59	34.22	35.93	37.73	39.62	41.60
	m	5,649.32	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13
Grade 17	a	67,791.89	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54
Department Assistant I	h	24.77	26.01	27.31	28.68	30.11	31.62
	m	4,294.10	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48
Grade 2	a	51,529.21	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77

July 1, 2023 - June 30, 2024 (7% COLA effective July 1, 2023)

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<b>Position Title</b>	Step	A	В	C	D	E E	Thomas 10,
Department Assistant II	h	25.99	27.29	28.66	30.09	31.59	33.17
	m	4,505.25	4,730.52	4,967.04	5,215.39	5,476.16	5,749.97
Grade 3	a	54,063.05	56,766.20	59,604.51	62,584.74	65,713.98	68,999.68
Economic Development	h	32.59	34.22	35.93	37.73	39.62	41.60
Technician	m	5,649.32	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13
Grade 17	a	67,791.89	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54
Engineering Technician	h	32.59	34.22	35.93	37.73	39.62	41.60
	m	5,649.32	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13
Grade 17	a	67,791.89	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54
Fleet Services Coordinator	h	44.63	46.86	49.20	51.67	54.25	56.96
	m	7,735.91	8,122.70	8,528.84	8,955.28	9,403.04	9,873.20
Grade 22	a	92,830.89	97,472.43	102,346.05	107,463.36	112,836.53	118,478.35
Graffiti Maintenance Worker	h	27.89	29.28	30.74	32.28	33.90	35.59
	m	4,833.50	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91
Grade 5	a	58,002.03	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92
Heavy Equipment Operator	h	29.90	31.40	32.97	34.61	36.35	38.16
	m	5,182.87	5,442.01	5,714.11	5,999.82	6,299.81	6,614.80
Grade 23	a	62,194.39	65,304.11	68,569.32	71,997.78	75,597.67	79,377.56
Human Resources Technician	h	32.48	34.11	35.81	37.60	39.48	41.46
	m	5,630.13	5,911.63	6,207.22	6,517.58	6,843.46	7,185.63
Grade 24	a	67,561.54	70,939.61	74,486.60	78,210.93	82,121.47	86,227.54
Information Technology Technician	h	32.59	34.22	35.93	37.73	39.62	41.60
	m	5,649.32	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13
Grade 17	a	67,791.89	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54
Payroll Specialist	h	37.85	39.75	41.73	43.82	46.01	48.31
	m	6,561.12	6,889.18	7,233.64	7,595.32	7,975.09	8,373.84
Grade 18	a	78,733.49	82,670.17	86,803.68	91,143.86	95,701.05	100,486.11
Parks Ranger	h	28.93	30.37	31.89	33.49	35.16	36.92
	m	5,013.94	5,264.64	5,527.87	5,804.27	6,094.48	6,399.20
Grade 25	a	60,167.32	63,175.68	66,334.47	69,651.19	73,133.75	76,790.44
Planning Technician	h	30.72	32.26	33.87	35.56	37.34	39.21
	m	5,324.91	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09
Grade 8	a	63,898.98	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09
Public Works/Landscape &	h	38.90	40.85	42.89	45.04	47.29	49.65
Lighting Inspector	m	6,743.48	7,080.66	7,434.69	7,806.43	8,196.75	8,606.58
Grade 19	a	80,921.81	84,967.91	89,216.30	93,677.12	98,360.97	103,279.02
Public Works Parks Maintenance	h	24.77	26.01	27.31	28.68	30.11	31.62
Worker Trainee/I/II	m	4,294.10	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48
Grade 2	a	51,529.21	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77

July 1, 2023 - June 30, 2024 (7% COLA effective July 1, 2023)

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<b>Position Title</b>	Step	A	В	C	D	E	Ormance O.
Public Works Streets Maintenance	h	25.56	26.84	28.18	29.59	31.07	32.62
Worker Trainee/I/II	m	4,430.39	4,651.91	4,884.51	5,128.73	5,385.17	5,654.43
Grade 26	a	53,164.69	55,822.92	58,614.07	61,544.77	64,622.01	67,853.11
Recreation Services Coordinator	h	27.25	28.62	30.05	31.55	33.13	34.78
	m	4,724.09	4,960.29	5,208.31	5,468.72	5,742.16	6,029.26
Grade 4	a	56,689.04	59,523.49	62,499.66	65,624.65	68,905.88	72,351.17
Senior Accountant	h	48.87	51.31	53.88	56.57	59.40	62.37
	m	8,470.67	8,894.20	9,338.91	9,805.86	10,296.15	10,810.96
Grade 16	a	101,648.05	106,730.45	112,066.97	117,670.32	123,553.84	129,731.53
Senior Center Assistant	h	24.77	26.01	27.31	28.68	30.11	31.62
	m	4,294.10	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48
Grade 2	a	51,529.21	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77
Senior Center Coordinator	h	28.76	30.20	31.71	33.29	34.96	36.71
	m	4,985.15	5,234.41	5,496.13	5,770.93	6,059.48	6,362.45
Grade 6	a	59,821.79	62,812.88	65,953.52	69,251.20	72,713.76	76,349.45
Senior Center Operator	h	25.56	26.84	28.18	29.59	31.07	32.62
	m	4,430.39	4,651.91	4,884.51	5,128.73	5,385.17	5,654.43
Grade 26	a	53,164.69	55,822.92	58,614.07	61,544.77	64,622.01	67,853.11
Senior Code Enforcement	h	36.65	38.48	40.40	42.42	44.54	46.77
Officer	m	6,351.89	6,669.48	7,002.96	7,353.11	7,720.76	8,106.80
Grade 15	a	76,222.68	80,033.82	84,035.51	88,237.28	92,649.15	97,281.60
Senior Maintenance Worker	h	29.68	31.16	32.72	34.36	36.08	37.88
	m	5,144.47	5,401.70	5,671.78	5,955.37	6,253.14	6,565.80
Grade 27	a	61,733.69	64,820.38	68,061.40	71,464.47	75,037.69	78,789.57
Senior Water Service Worker III	h	30.72	32.26	33.87	35.56	37.34	39.21
	m	5,324.91	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09
Grade 8	a	63,898.98	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09
Senior Water Service Worker IV	h	34.83	36.57	38.40	40.32	42.34	44.45
	m	6,037.08	6,338.93	6,655.88	6,988.67	7,338.11	7,705.01
Grade 14	a	72,444.95	76,067.20	79,870.56	83,864.08	88,057.29	92,460.15
Street Sweeper Operator	h	29.90	31.40	32.97	34.61	36.35	38.16
	m	5,182.87	5,442.01	5,714.11	5,999.82	6,299.81	6,614.80
Grade 23	a	62,194.39	65,304.11	68,569.32	71,997.78	75,597.67	79,377.56
Treatment Plant Operator	h	24.67	25.91	27.20	28.56	29.99	31.49
Trainee	m	4,276.82	4,490.67	4,715.20	4,950.96	5,198.51	5,458.43
Grade 1	a	51,321.89	53,887.99	56,582.38	59,411.50	62,382.08	65,501.18
Treatment Plant Operator I	h	27.89	29.28	30.74	32.28	33.90	35.59
	m	4,833.50	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91
Grade 5	a	58,002.03	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92

July 1, 2023 - June 30, 2024 (7% COLA effective July 1, 2023)

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<b>Position Title</b>	Step	$\mathbf{A}$	В	C	D	E	Mance 101,
Treatment Plant Operator II	h	30.72	32.26	33.87	35.56	37.34	39.21
	m	5,324.91	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09
Grade 8	a	63,898.98	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09
Treatment Plant Operator III	h	34.83	36.57	38.40	40.32	42.34	44.45
	m	6,037.08	6,338.93	6,655.88	6,988.67	7,338.11	7,705.01
Grade 14	a	72,444.95	76,067.20	79,870.56	83,864.08	88,057.29	92,460.15
Vehicle/Equipment Mechanic I	h	27.25	28.62	30.05	31.55	33.13	34.78
	m	4,724.09	4,960.29	5,208.31	5,468.72	5,742.16	6,029.26
Grade 4	a	56,689.04	59,523.49	62,499.66	65,624.65	68,905.88	72,351.17
Vehicle/Equipment Mechanic II	h	37.85	39.75	41.73	43.82	46.01	48.31
	m	6,561.12	6,889.18	7,233.64	7,595.32	7,975.09	8,373.84
Grade 18	a	78,733.49	82,670.17	86,803.68	91,143.86	95,701.05	100,486.11
Water Service Worker I	h	24.67	25.91	27.20	28.56	29.99	31.49
	m	4,276.82	4,490.67	4,715.20	4,950.96	5,198.51	5,458.43
Grade 1	a	51,321.89	53,887.99	56,582.38	59,411.50	62,382.08	65,501.18
Water Service Worker II	h	27.89	29.28	30.74	32.28	33.90	35.59
	m	4,833.50	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91
Grade 5	a	58,002.03	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92

July 1, 2024 - June 30, 2025 (5% COLA effective July 1, 2024)

Accountant							Tep	THE
Accountant         h         43.68         45.86         48.15         50.56         53.09         55.74           Grade 13         a         90.845.23         95.387.49         100.156.86         105.167.71         110.422.94         115.944.09           Accounting Technician         h         31.59         33.17         34.83         36.57         38.40         40.32           Grade 7         a         65.715.29         69.001.05         72.451.10         76.073.66         79.877.34         83.871.21           Assistant Engineer         h         45.51         47.79         50.18         52.69         55.32         58.09           Grade 21         a         94.606.78         99.400.11         104.370.12         192.39         9.598.00         10.086.85           Grade 21         a         94.606.78         99.400.11         104.370.12         192.58.66         115.008.06         120.821.46           Building Inspector I         h         35.66         37.45         39.32         41.29         43.35         45.52           Grade 11         h         40.85         42.89         45.04         47.29         49.65         52.14           Grade 11         h         40.85         4	<b>Position Title</b>	Step	A	В	C	D	E	nance 10,
Grade 13         a         90,845.23         95,387.49         100,156.86         105,164.71         110,422.94         115,944.09           Accounting Technician         h         31.59         33.17         34.83         36.57         38.40         40.32           Grade 7         a         65,776.27         5,750.09         6,037.59         6,339.47         6,656.45         6,989.27           Assistant Engineer         h         45.51         47.79         50.18         52.69         55.32         58.09           Grade 21         a         94,666.78         99,400.11         104,370.12         109,588.63         115,068.06         120,821.46           Building Inspector I         h         35.66         37.45         39.32         41.29         43.35         45.52           Grade I1         a         74,180.63         77.889.67         81,784.15         85,873.36         115,068.06         52.14           Building Inspector II         h         40.85         42.289         45.04         47.29         49.65         52.14           Building Maintenance Worker         h         26.01         27.31         28.68         30.11         31.62         33.20           Grade 2         a <t< th=""><th>Accountant</th><td>h</td><td>43.68</td><td>45.86</td><td>48.15</td><td>50.56</td><td></td><td>55.74</td></t<>	Accountant	h	43.68	45.86	48.15	50.56		55.74
Accounting Technician         h         31.59         33.17         34.83         36.57         38.40         40.32           Grade 7         a         6.5476.27         5.750.09         6.037.59         6.339.47         6.656.45         6.989.27           Grade 7         a         6.5715.29         69.001.05         72.451.10         76.073.66         79.877.34         83.871.21           Assistant Engineer         h         45.51         47.79         50.18         52.69         55.52         58.09           m         7,888.90         8.283.34         8,697.51         9,132.39         9,589.00         10,068.45           Grade 21         a         94.666.78         99.400.11         104.370.12         109.588.63         115,068.06         120.821.46           Building Inspector II         h         35.66         37.48         39.32         41.29         43.35         45.52           Grade 11         h         40.85         42.89         14.51         85,873.36         90.167.02         94.755.37           Building Inspector II         h         40.85         42.89         14.50         48.767.91         89.216.30         93.677.12         98.360.97         103.279.02         108.442.97		m	7,570.44	7,948.96	8,346.41	8,763.73	9,201.91	9,662.01
m	Grade 13	a	90,845.23	95,387.49	100,156.86	105,164.71	110,422.94	115,944.09
Grade 7         a         65,715.29         69,001.05         72,451.10         76,073.66         79,877.34         83,871.21           Assistant Engineer         h         45.51         47,79         50.18         52.69         55.32         58.09           Grade 21         a         94,666.78         99,400.11         104,370.12         109,588.63         115,068.06         120,821.46           Building Inspector I         h         35.66         37.45         39.32         41.29         43.35         45.52           Grade I1         a         61,81.72         6,490.81         6,815.35         7,156.11         7,513.92         7,889.61           Grade I9         a         40,885         42.89         45.04         47.29         49.65         52.14           Grade 19         a         84,967.91         89,216.30         93,677.12         98,360.97         103,279.02         108,422.97           Building Maintenance Worker         h         26.01         27.31         28.68         30.11         31.62         33.20           Grade 2         a         54,105.67         56,810.95         59,651.50         62,634.07         65,765.77         69,054.06           Code Enforcement Officer         h<	Accounting Technician	h	31.59	33.17	34.83	36.57	38.40	40.32
Assistant Engineer		m	5,476.27	5,750.09	6,037.59	6,339.47	6,656.45	6,989.27
m   7,888.90   8,283.34   8,697.51   9,132.39   9,589.00   10,068.45	Grade 7	a	65,715.29	69,001.05	72,451.10	76,073.66	79,877.34	83,871.21
Grade 21         a         94,666.78         99,400.11         104,370.12         109,588.63         115,068.06         120,821,46           Building Inspector I         h         35,66         37.45         39.32         41.29         43.35         45.52           Grade II         a         74,180.63         77,889.67         81,784.15         85,873.36         90,167.02         94,675.37           Building Inspector II         h         40.85         42.89         45.04         47.29         49.65         52.14           Grade 19         a         84,967.91         89,216.30         93,677.12         98,360.97         103,279.02         108,442.97           Building Maintenance Worker         h         26,01         27,31         28.68         30.11         31.62         33.20           Grade 2         a         54,105.67         56,810.95         59,651.50         62,634.07         65,765.77         69,054.06           Code Enforcement Aide         h         19.15         20.11         21.11         22.17         23.28         24.44           Grade 10         a         39,835.51         41,827.28         43,918.65         46,114.58         48,420.31         50,841.32           Code Enforcement Offic	Assistant Engineer	h	45.51	47.79	50.18	52.69	55.32	58.09
Building Inspector I	-	m	7,888.90	8,283.34	8,697.51	9,132.39	9,589.00	10,068.45
March   Marc	Grade 21	a	94,666.78	99,400.11	104,370.12	109,588.63	115,068.06	120,821.46
Grade 11         a         74,180.63         77,889.67         81,784.15         85,873.36         90,167.02         94,675.37           Building Inspector II         h         40.85         42.89         45.04         47.29         49.65         52.14           m         7,080.66         7,434.69         7,806.43         8,196.75         8,606.58         9,036.91           Grade 19         a         84,967.91         89,216.30         93,677.12         98,360.97         103,279.02         108,442.97           Building Maintenance Worker         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51           Grade 2         a         54,105.67         56,810.95         59,651.50         62,634.07         65,765.77         69,054.06           Code Enforcement Aide         h         19.15         20.11         21.11         22.17         23.28         24.44           m         3,319.63         3,485.61         3,659.89         3,842.88         4,035.03         4,236.78           Grade 10         a         33.47         35.14         36.90	Building Inspector I	h	35.66	37.45	39.32	41.29	43.35	45.52
Building Inspector II		m	6,181.72	6,490.81	6,815.35	7,156.11	7,513.92	7,889.61
Grade 19         m         7,080.66         7,434.69         7,806.43         8,196.75         8,606.58         9,036.91           Building Maintenance Worker         h         26.01         27.31         28.68         30.11         31.62         33.20           Grade 2         a         54,105.67         56,810.95         59,651.50         62,634.07         65,765.77         69,054.06           Code Enforcement Aide         h         19.15         20.11         21.11         22.17         23.28         24.44           m         3,319.63         3,485.61         3,659.89         3,842.88         4,035.03         4,236.78           Grade 10         a         39,835.51         41,827.28         43,918.65         46,114.58         48,420.31         50,841.32           Code Enforcement Officer         h         33.47         35.14         36.90         38.74         40.08         42.71           Grade 9         a         69,609.35         73,089.81         7,674.430         80,581.52         84,610.59         88,841.12           Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           Grade 20         a         94,570.	Grade 11	a	74,180.63	77,889.67	81,784.15	85,873.36	90,167.02	94,675.37
Grade 19         a         84,967.91         89,216.30         93,677.12         98,360.97         103,279.02         108,442.97           Building Maintenance Worker         h         26.01         27.31         28.68         30.11         31.62         33.20           Grade 2         a         54,105.67         56,810.95         59,651.50         62,634.07         65,765.77         69,054.06           Code Enforcement Aide         h         19.15         20.11         21.11         22.17         23.28         24.46           Grade 10         a         3,319.63         3,485.61         3,659.89         3,842.88         4,035.03         4,236.78           Grade 10         a         39,835.51         41,827.28         43,918.65         46,114.58         48,420.31         50,841.32           Code Enforcement Officer         h         33.47         35.14         36.90         38.74         40.68         42.71           m         5,800.78         6,090.82         6,395.36         6,715.13         7,050.88         7,403.43           Grade 9         a         69,690.35         73,089.81         76,744.30         80,581.52         84,610.59         88,841.12           Construction Project Coordinator	Building Inspector II	h	40.85	42.89	45.04	47.29	49.65	52.14
Building Maintenance Worker		m	7,080.66	7,434.69	7,806.43	8,196.75	8,606.58	9,036.91
m	Grade 19	a	84,967.91	89,216.30	93,677.12	98,360.97	103,279.02	108,442.97
Grade 2         a         54,105.67         56,810.95         59,651.50         62,634.07         65,765.77         69,054.06           Code Enforcement Aide         h         19.15         20.11         21.11         22.17         23.28         24.44           m         3,319.63         3,485.61         3,659.89         3,842.88         4,035.03         4,236.78           Grade 10         a         39,835.51         41,827.28         43,918.65         46,114.58         48,420.31         50,841.32           Code Enforcement Officer         h         33.47         35.14         36.90         38.74         40.68         42.71           m         5,800.78         6,090.82         6,395.36         6,715.13         7,050.88         7,403.43           Grade 9         a         69,609.35         73,089.81         76,744.30         80,581.52         84,610.59         88,841.12           Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           m         7,880.84         8,274.88         8,688.62         9,123.05         9,579.21         10,058.17           Grade 20         a         94,570.03         99,298.53         104,26	Building Maintenance Worker	h	26.01	27.31	28.68	30.11	31.62	33.20
Code Enforcement Aide         h         19.15         20.11         21.11         22.17         23.28         24.44           m         3,319.63         3,485.61         3,659.89         3,842.88         4,035.03         4,236.78           Grade 10         a         39,835.51         41,827.28         43,918.65         46,114.58         48,420.31         50,841.32           Code Enforcement Officer         h         33.47         35.14         36.90         38.74         40.68         42.71           m         5,800.78         6,090.82         6,395.36         6,715.13         7,050.88         7,403.43           Grade 9         a         69,609.35         73,089.81         76,744.30         80,581.52         84,610.59         88,841.12           Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           m         7,880.84         8,274.88         8,688.62         9,123.05         9,579.21         10,058.17           Grade 20         a         94,570.03         99,298.53         104,263.46         109,476.63         114,950.46         120,697.98           Customer Service Representative II         h         27.33         4,969.		m	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48	5,754.51
Grade 10         m         3,319.63         3,485.61         3,659.89         3,842.88         4,035.03         4,236.78           Code Enforcement Officer         h         33.47         35.14         36.90         38.74         40.68         42.71           m         5,800.78         6,090.82         6,395.36         6,715.13         7,050.88         7,403.43           Grade 9         a         69,609.35         73,089.81         76,744.30         80,581.52         84,610.59         88,841.12           Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           m         7,880.84         8,274.88         8,688.62         9,123.05         9,579.21         10,058.17           Grade 20         a         94,570.03         99,298.53         104,263.46         109,476.63         114,950.46         120,697.98           Customer Service Representative I         h         27.30         28.67         30.10         31.61         33.19         34.85           Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h	Grade 2	a	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77	69,054.06
Grade 10         a         39,835.51         41,827.28         43,918.65         46,114.58         48,420.31         50,841.32           Code Enforcement Officer         h         33.47         35.14         36.90         38.74         40.68         42.71           m         5,800.78         6,090.82         6,395.36         6,715.13         7,050.88         7,403.43           Grade 9         a         69,609.35         73,089.81         76,744.30         80,581.52         84,610.59         88,841.12           Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           m         7,880.84         8,274.88         8,688.62         9,123.05         9,579.21         10,058.17           Grade 20         a         94,570.03         99,298.53         104,263.46         109,476.63         114,950.46         120,697.98           Customer Service Representative I         h         27.30         28.67         30.10         31.61         33.19         34.85           Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h <th>Code Enforcement Aide</th> <td>h</td> <td>19.15</td> <td>20.11</td> <td>21.11</td> <td>22.17</td> <td>23.28</td> <td>24.44</td>	Code Enforcement Aide	h	19.15	20.11	21.11	22.17	23.28	24.44
Code Enforcement Officer         h         33.47         35.14         36.90         38.74         40.68         42.71           m         5,800.78         6,090.82         6,395.36         6,715.13         7,050.88         7,403.43           Grade 9         a         69,609.35         73,089.81         76,744.30         80,581.52         84,610.59         88,841.12           Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           m         7,880.84         8,274.88         8,688.62         9,123.05         9,579.21         10,058.17           Grade 20         a         94,570.03         99,298.53         104,263.46         109,476.63         114,950.46         120,697.98           Customer Service Representative I         h         27.30         28.67         30.10         31.61         33.19         34.85           Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h         28.65         30.08         31.59         33.17         34.83         36.57           Grade 29         a         59,596.05		m	3,319.63	3,485.61	3,659.89	3,842.88	4,035.03	4,236.78
m   5,800.78   6,090.82   6,395.36   6,715.13   7,050.88   7,403.43   69,609.35   73,089.81   76,744.30   80,581.52   84,610.59   88,841.12   7,880.84   8,274.88   8,688.62   9,123.05   9,579.21   10,058.17	Grade 10	a	39,835.51	41,827.28	43,918.65	46,114.58	48,420.31	50,841.32
Grade 9         a         69,609.35         73,089.81         76,744.30         80,581.52         84,610.59         88,841.12           Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           m         7,880.84         8,274.88         8,688.62         9,123.05         9,579.21         10,058.17           Grade 20         a         94,570.03         99,298.53         104,263.46         109,476.63         114,950.46         120,697.98           Customer Service Representative I         h         27.30         28.67         30.10         31.61         33.19         34.85           Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h         28.65         30.08         31.59         33.17         34.83         36.57           m         4,966.34         5,214.65         5,475.39         5,749.16         6,036.61         6,338.44           Grade 29         a         59,596.05         62,575.85         65,704.64         68,989.88         72,439.37         76,061.34           Customer Service Technician         h	Code Enforcement Officer	h	33.47	35.14	36.90	38.74	40.68	42.71
Construction Project Coordinator         h         45.47         47.74         50.13         52.63         55.26         58.03           Grade 20         a         94,570.03         99,298.53         104,263.46         109,476.63         114,950.46         120,697.98           Customer Service Representative I         h         27.30         28.67         30.10         31.61         33.19         34.85           Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h         28.65         30.08         31.59         33.17         34.83         36.57           m         4,966.34         5,214.65         5,475.39         5,749.16         6,036.61         6,338.44           Grade 29         a         59,596.05         62,575.85         65,704.64         68,989.88         72,439.37         76,061.34           Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181		m	5,800.78	6,090.82	6,395.36	6,715.13	7,050.88	7,403.43
March   Marc	Grade 9	a	69,609.35	73,089.81	76,744.30	80,581.52	84,610.59	88,841.12
Grade 20         a         94,570.03         99,298.53         104,263.46         109,476.63         114,950.46         120,697.98           Customer Service Representative I         h         27.30         28.67         30.10         31.61         33.19         34.85           m         4,732.53         4,969.16         5,217.62         5,478.50         5,752.42         6,040.04           Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h         28.65         30.08         31.59         33.17         34.83         36.57           m         4,966.34         5,214.65         5,475.39         5,749.16         6,036.61         6,338.44           Grade 29         a         59,596.05         62,575.85         65,704.64         68,989.88         72,439.37         76,061.34           Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181.48         74,740.56 </th <th>Construction Project Coordinator</th> <td>h</td> <td>45.47</td> <td>47.74</td> <td>50.13</td> <td>52.63</td> <td>55.26</td> <td>58.03</td>	Construction Project Coordinator	h	45.47	47.74	50.13	52.63	55.26	58.03
Customer Service Representative I         h         27.30         28.67         30.10         31.61         33.19         34.85           Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h         28.65         30.08         31.59         33.17         34.83         36.57           m         4,966.34         5,214.65         5,475.39         5,749.16         6,036.61         6,338.44           Grade 29         a         59,596.05         62,575.85         65,704.64         68,989.88         72,439.37         76,061.34           Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181.48         74,740.56         78,477.58         82,401.46         86,521.54         90,847.61           Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20		m	7,880.84	8,274.88	8,688.62	9,123.05	9,579.21	10,058.17
m	Grade 20	a	94,570.03	99,298.53	104,263.46	109,476.63	114,950.46	120,697.98
Grade 28         a         56,790.39         59,629.91         62,611.41         65,741.98         69,029.07         72,480.53           Customer Service Representative II         h         28.65         30.08         31.59         33.17         34.83         36.57           m         4,966.34         5,214.65         5,475.39         5,749.16         6,036.61         6,338.44           Grade 29         a         59,596.05         62,575.85         65,704.64         68,989.88         72,439.37         76,061.34           Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181.48         74,740.56         78,477.58         82,401.46         86,521.54         90,847.61           Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51	Customer Service Representative I	h	27.30	28.67	30.10	31.61	33.19	34.85
Customer Service Representative II         h         28.65         30.08         31.59         33.17         34.83         36.57           m         4,966.34         5,214.65         5,475.39         5,749.16         6,036.61         6,338.44           Grade 29         a         59,596.05         62,575.85         65,704.64         68,989.88         72,439.37         76,061.34           Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181.48         74,740.56         78,477.58         82,401.46         86,521.54         90,847.61           Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51		m	4,732.53	4,969.16	5,217.62	5,478.50	5,752.42	6,040.04
Grade 29         m         4,966.34         5,214.65         5,475.39         5,749.16         6,036.61         6,338.44           Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181.48         74,740.56         78,477.58         82,401.46         86,521.54         90,847.61           Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51	Grade 28	a	56,790.39	59,629.91	62,611.41	65,741.98	69,029.07	72,480.53
Grade 29         a         59,596.05         62,575.85         65,704.64         68,989.88         72,439.37         76,061.34           Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181.48         74,740.56         78,477.58         82,401.46         86,521.54         90,847.61           Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51	Customer Service Representative II	h	28.65	30.08	31.59	33.17	34.83	36.57
Customer Service Technician         h         34.22         35.93         37.73         39.62         41.60         43.68           m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Grade 17         a         71,181.48         74,740.56         78,477.58         82,401.46         86,521.54         90,847.61           Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51		m	4,966.34	5,214.65	5,475.39	5,749.16	6,036.61	6,338.44
Grade 17         m         5,931.79         6,228.38         6,539.80         6,866.79         7,210.13         7,570.63           Bepartment Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51	Grade 29	a	59,596.05	62,575.85	65,704.64	68,989.88	72,439.37	76,061.34
Grade 17         a         71,181.48         74,740.56         78,477.58         82,401.46         86,521.54         90,847.61           Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51	Customer Service Technician	h	34.22	35.93	37.73	39.62	41.60	43.68
Department Assistant I         h         26.01         27.31         28.68         30.11         31.62         33.20           m         4,508.81         4,734.25         4,970.96         5,219.51         5,480.48         5,754.51		m	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13	7,570.63
m 4,508.81 4,734.25 4,970.96 5,219.51 5,480.48 5,754.51	Grade 17	a	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54	90,847.61
	Department Assistant I	h	26.01	27.31	28.68	30.11	31.62	33.20
Grade 2 a 54,105.67 56,810.95 59,651.50 62,634.07 65,765.77 69,054.06		m	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48	5,754.51
	Grade 2	a	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77	69,054.06

July 1, 2024 - June 30, 2025 (5% COLA effective July 1, 2024)

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<b>Position Title</b>	Step	$\mathbf{A}$	В	C	D	E	mance io.
Department Assistant II	h	27.29	28.66	30.09	31.59	33.17	34.83
	m	4,730.52	4,967.04	5,215.39	5,476.16	5,749.97	6,037.47
Grade 3	a	56,766.20	59,604.51	62,584.74	65,713.98	68,999.68	72,449.66
Economic Development	h	34.22	35.93	37.73	39.62	41.60	43.68
Technician	m	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13	7,570.63
Grade 17	a	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54	90,847.61
Engineering Technician	h	34.22	35.93	37.73	39.62	41.60	43.68
	m	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13	7,570.63
Grade 17	a	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54	90,847.61
Fleet Services Coordinator	h	46.86	49.20	51.67	54.25	56.96	59.81
	m	8,122.70	8,528.84	8,955.28	9,403.04	9,873.20	10,366.86
Grade 22	a	97,472.43	102,346.05	107,463.36	112,836.53	118,478.35	124,402.27
Graffiti Maintenance Worker	h	29.28	30.74	32.28	33.90	35.59	37.37
	m	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91	6,477.36
Grade 5	a	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92	77,728.27
Heavy Equipment Operator	h	31.40	32.97	34.61	36.35	38.16	40.07
	m	5,442.01	5,714.11	5,999.82	6,299.81	6,614.80	6,945.54
Grade 23	a	65,304.11	68,569.32	71,997.78	75,597.67	79,377.56	83,346.43
Human Resources Technician	h	34.11	35.81	37.60	39.48	41.46	43.53
	m	5,911.63	6,207.22	6,517.58	6,843.46	7,185.63	7,544.91
Grade 24	a	70,939.61	74,486.60	78,210.93	82,121.47	86,227.54	90,538.92
Information Technology Technician	h	34.22	35.93	37.73	39.62	41.60	43.68
	m	5,931.79	6,228.38	6,539.80	6,866.79	7,210.13	7,570.63
Grade 17	a	71,181.48	74,740.56	78,477.58	82,401.46	86,521.54	90,847.61
Payroll Specialist	h	39.75	41.73	43.82	46.01	48.31	50.73
	m	6,889.18	7,233.64	7,595.32	7,975.09	8,373.84	8,792.53
Grade 18	a	82,670.17	86,803.68	91,143.86	95,701.05	100,486.11	105,510.41
Parks Ranger	h	30.37	31.89	33.49	35.16	36.92	38.76
	m	5,264.64	5,527.87	5,804.27	6,094.48	6,399.20	6,719.16
Grade 25	a	63,175.68	66,334.47	69,651.19	73,133.75	76,790.44	80,629.96
Planning Technician	h	32.26	33.87	35.56	37.34	39.21	41.17
	m	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09	7,135.90
Grade 8	a	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09	85,630.74
Public Works/Landscape &	h	40.85	42.89	45.04	47.29	49.65	52.14
Lighting Inspector	m	7,080.66	7,434.69	7,806.43	8,196.75	8,606.58	9,036.91
Grade 19	a	84,967.91	89,216.30	93,677.12	98,360.97	103,279.02	108,442.97
Public Works Parks Maintenance	h	26.01	27.31	28.68	30.11	31.62	33.20
Worker Trainee/I/II	m	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48	5,754.51
Grade 2	a	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77	69,054.06

July 1, 2024 - June 30, 2025 (5% COLA effective July 1, 2024)

						Es ?	THE
<b>Position Title</b>	Step	A	В	$\mathbf{C}$	D	E	mance io.
Public Works Streets Maintenance	h	26.84	28.18	29.59	31.07	32.62	34.25
Worker Trainee/I/II	m	4,651.91	4,884.51	5,128.73	5,385.17	5,654.43	5,937.15
Grade 26	a	55,822.92	58,614.07	61,544.77	64,622.01	67,853.11	71,245.77
Recreation Services Coordinator	h	28.62	30.05	31.55	33.13	34.78	36.52
	m	4,960.29	5,208.31	5,468.72	5,742.16	6,029.26	6,330.73
Grade 4	a	59,523.49	62,499.66	65,624.65	68,905.88	72,351.17	75,968.73
Senior Accountant	h	51.31	53.88	56.57	59.40	62.37	65.49
	m	8,894.21	9,338.92	9,805.87	10,296.16	10,810.97	11,351.52
Grade 16	a	106,730.55	112,067.08	117,670.43	123,553.95	129,731.65	136,218.23
Senior Center Assistant	h	26.01	27.31	28.68	30.11	31.62	33.20
	m	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48	5,754.51
Grade 2	a	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77	69,054.06
Senior Center Coordinator	h	30.20	31.71	33.29	34.96	36.71	38.54
	m	5,234.41	5,496.13	5,770.93	6,059.48	6,362.45	6,680.58
Grade 6	a	62,812.88	65,953.52	69,251.20	72,713.76	76,349.45	80,166.92
Senior Center Operator	h	26.84	28.18	29.59	31.07	32.62	34.25
	m	4,651.91	4,884.51	5,128.73	5,385.17	5,654.43	5,937.15
Grade 26	a	55,822.92	58,614.07	61,544.77	64,622.01	67,853.11	71,245.77
Senior Code Enforcement	h	38.48	40.40	42.42	44.54	46.77	49.11
Officer	m	6,669.48	7,002.96	7,353.11	7,720.76	8,106.80	8,512.14
Grade 15	a	80,033.82	84,035.51	88,237.28	92,649.15	97,281.60	102,145.68
Senior Maintenance Worker	h	31.16	32.72	34.36	36.08	37.88	39.77
	m	5,401.70	5,671.78	5,955.37	6,253.14	6,565.80	6,894.09
Grade 27	a	64,820.38	68,061.40	71,464.47	75,037.69	78,789.57	82,729.05
Senior Water Service Worker III	h	32.26	33.87	35.56	37.34	39.21	41.17
	m	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09	7,135.90
Grade 8	a	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09	85,630.74
Senior Water Service Worker IV	h	36.57	38.40	40.32	42.34	44.45	46.67
	m	6,338.93	6,655.88	6,988.67	7,338.11	7,705.01	8,090.26
Grade 14	a	76,067.20	79,870.56	83,864.08	88,057.29	92,460.15	97,083.16
Street Sweeper Operator	h	31.40	32.97	34.61	36.35	38.16	40.07
	m	5,442.01	5,714.11	5,999.82	6,299.81	6,614.80	6,945.54
Grade 23	a	65,304.11	68,569.32	71,997.78	75,597.67	79,377.56	83,346.43
Treatment Plant Operator	h	25.91	27.20	28.56	29.99	31.49	33.07
Trainee	m	4,490.67	4,715.20	4,950.96	5,198.51	5,458.43	5,731.35
Grade 1	a	53,887.99	56,582.38	59,411.50	62,382.08	65,501.18	68,776.24
Treatment Plant Operator I	h	29.28	30.74	32.28	33.90	35.59	37.37
	m	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91	6,477.36
Grade 5	a	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92	77,728.27

Item 18.

# City of Coachella - Salary Schedule Sanitary/Miscellaneous Employees

July 1, 2024 - June 30, 2025 (5% COLA effective July 1, 2024)

						20	The !
<b>Position Title</b>	Step	$\mathbf{A}$	В	$\mathbf{C}$	D	E	mance 10,
Treatment Plant Operator II	h	32.26	33.87	35.56	37.34	39.21	41.17
	m	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09	7,135.90
Grade 8	a	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09	85,630.74
Treatment Plant Operator III	h	36.57	38.40	40.32	42.34	44.45	46.67
	m	6,338.93	6,655.88	6,988.67	7,338.11	7,705.01	8,090.26
Grade 14	a	76,067.20	79,870.56	83,864.08	88,057.29	92,460.15	97,083.16
Vehicle/Equipment Mechanic I	h	28.62	30.05	31.55	33.13	34.78	36.52
	m	4,960.29	5,208.31	5,468.72	5,742.16	6,029.26	6,330.73
Grade 4	a	59,523.49	62,499.66	65,624.65	68,905.88	72,351.17	75,968.73
Vehicle/Equipment Mechanic II	h	39.75	41.73	43.82	46.01	48.31	50.73
	m	6,889.18	7,233.64	7,595.32	7,975.09	8,373.84	8,792.53
Grade 18	a	82,670.17	86,803.68	91,143.86	95,701.05	100,486.11	105,510.41
Water Service Worker I	h	25.91	27.20	28.56	29.99	31.49	33.07
	m	4,490.67	4,715.20	4,950.96	5,198.51	5,458.43	5,731.35
Grade 1	a	53,887.99	56,582.38	59,411.50	62,382.08	65,501.18	68,776.24
Water Service Worker II	h	29.28	30.74	32.28	33.90	35.59	37.37
	m	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91	6,477.36
Grade 5	a	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92	77,728.27

July 1, 2025 - June 30, 2026 (4% COLA effective July 1, 2025)

						ES S	77
<b>Position Title</b>	Step	A	В	$\mathbf{C}$	D	E E	mance O.
Accountant	h	45.42	47.69	50.08	52.58	55.21	57.97
	m	7,873.24	8,266.90	8,680.24	9,114.26	9,569.97	10,048.47
Grade 13	a	94,478.84	99,202.78	104,162.92	109,371.07	114,839.62	120,581.60
Accounting Technician	h	32.86	34.50	36.23	38.04	39.94	41.94
	m	5,695.32	5,980.09	6,279.10	6,593.05	6,922.70	7,268.84
Grade 7	a	68,343.90	71,761.09	75,349.15	79,116.60	83,072.43	87,226.06
Assistant Engineer	h	47.33	49.70	52.19	54.79	57.53	60.41
	m	8,204.45	8,614.68	9,045.41	9,497.68	9,972.56	10,471.19
Grade 21	a	98,453.45	103,376.12	108,544.92	113,972.17	119,670.78	125,654.32
Building Inspector I	h	37.09	38.94	40.89	42.94	45.08	47.34
	m	6,428.99	6,750.44	7,087.96	7,442.36	7,814.48	8,205.20
Grade 11	a	77,147.86	81,005.25	85,055.51	89,308.29	93,773.70	98,462.39
Building Inspector II	h	42.48	44.61	46.84	49.18	51.64	54.22
	m	7,363.89	7,732.08	8,118.68	8,524.62	8,950.85	9,398.39
Grade 19	a	88,366.62	92,784.95	97,424.20	102,295.41	107,410.18	112,780.69
Building Maintenance Worker	h	27.05	28.41	29.83	31.32	32.88	34.53
	m	4,689.16	4,923.62	5,169.80	5,428.29	5,699.70	5,984.69
Grade 2	a	56,269.89	59,083.39	62,037.56	65,139.43	68,396.41	71,816.23
Code Enforcement Aide	h	19.92	20.91	21.96	23.06	24.21	25.42
	m	3,452.41	3,625.03	3,806.28	3,996.60	4,196.43	4,406.25
Grade 10	a	41,428.93	43,500.37	45,675.39	47,959.16	50,357.12	52,874.98
Code Enforcement Officer	h	34.80	36.54	38.37	40.29	42.31	44.42
	m	6,032.81	6,334.45	6,651.17	6,983.73	7,332.92	7,699.56
Grade 9	a	72,393.72	76,013.41	79,814.08	83,804.78	87,995.02	92,394.77
Construction Project Coordinator	h	47.29	49.65	52.13	54.74	57.48	60.35
	m	8,196.07	8,605.87	9,036.17	9,487.97	9,962.37	10,460.49
Grade 20	a	98,352.83	103,270.47	108,433.99	113,855.69	119,548.48	125,525.90
Customer Service Representative I	h	28.40	29.81	31.31	32.87	34.51	36.24
	m	4,921.83	5,167.93	5,426.32	5,697.64	5,982.52	6,281.65
Grade 28	a	59,062.01	62,015.11	65,115.86	68,371.65	71,790.24	75,379.75
Customer Service Representative II	h	29.80	31.29	32.85	34.49	36.22	38.03
	m	5,164.99	5,423.24	5,694.40	5,979.12	6,278.08	6,591.98
Grade 29	a	61,979.89	65,078.88	68,332.83	71,749.47	75,336.94	79,103.79
Customer Service Technician	h	35.59	37.37	39.24	41.20	43.26	45.42
	m	6,169.06	6,477.51	6,801.39	7,141.46	7,498.53	7,873.46
Grade 17	a	74,028.74	77,730.18	81,616.69	85,697.52	89,982.40	94,481.52
Department Assistant I	h	27.05	28.41	29.83	31.32	32.88	34.53
	m	4,689.16	4,923.62	5,169.80	5,428.29	5,699.70	5,984.69
Grade 2	a	56,269.89	59,083.39	62,037.56	65,139.43	68,396.41	71,816.23

July 1, 2025 - June 30, 2026 (4% COLA effective July 1, 2025)

						ES S	The .
<b>Position Title</b>	Step	$\mathbf{A}$	В	C	D	E E	Mance O.
Department Assistant II	h	28.38	29.80	31.29	32.86	34.50	36.22
	m	4,919.74	5,165.72	5,424.01	5,695.21	5,979.97	6,278.97
Grade 3	a	59,036.85	61,988.69	65,088.13	68,342.54	71,759.66	75,347.65
<b>Economic Development</b>	h	35.59	37.37	39.24	41.20	43.26	45.42
Technician	m	6,169.06	6,477.51	6,801.39	7,141.46	7,498.53	7,873.46
Grade 17	a	74,028.74	77,730.18	81,616.69	85,697.52	89,982.40	94,481.52
Engineering Technician	h	35.59	37.37	39.24	41.20	43.26	45.42
	m	6,169.06	6,477.51	6,801.39	7,141.46	7,498.53	7,873.46
Grade 17	a	74,028.74	77,730.18	81,616.69	85,697.52	89,982.40	94,481.52
Fleet Services Coordinator	h	48.74	51.17	53.73	56.42	59.24	62.20
	m	8,447.61	8,869.99	9,313.49	9,779.17	10,268.12	10,781.53
Grade 22	a	101,371.33	106,439.90	111,761.89	117,349.99	123,217.49	129,378.36
Graffiti Maintenance Worker	h	30.45	31.97	33.57	35.25	37.01	38.86
	m	5,278.18	5,542.09	5,819.20	6,110.16	6,415.67	6,736.45
Grade 5	a	63,338.22	66,505.13	69,830.38	73,321.90	76,988.00	80,837.40
Heavy Equipment Operator	h	32.65	34.28	36.00	37.80	39.69	41.67
	m	5,659.69	5,942.67	6,239.81	6,551.80	6,879.39	7,223.36
Grade 23	a	67,916.28	71,312.09	74,877.69	78,621.58	82,552.66	86,680.29
<b>Human Resources Technician</b>	h	35.47	37.24	39.11	41.06	43.11	45.27
	m	6,148.10	6,455.50	6,778.28	7,117.19	7,473.05	7,846.71
Grade 24	a	73,777.20	77,466.06	81,339.36	85,406.33	89,676.65	94,160.48
Information Technology Technician	h	35.59	37.37	39.24	41.20	43.26	45.42
	m	6,169.06	6,477.51	6,801.39	7,141.46	7,498.53	7,873.46
Grade 17	a	74,028.74	77,730.18	81,616.69	85,697.52	89,982.40	94,481.52
Payroll Specialist	h	41.34	43.40	45.57	47.85	50.24	52.76
	m	7,164.75	7,522.99	7,899.13	8,294.09	8,708.80	9,144.24
Grade 18	a	85,976.97	90,275.82	94,789.61	99,529.10	104,505.55	109,730.83
Parks Ranger	h	31.59	33.17	34.83	36.57	38.40	40.31
	m	5,475.23	5,748.99	6,036.44	6,338.26	6,655.17	6,987.93
Grade 25	a	65,702.71	68,987.84	72,437.24	76,059.10	79,862.05	83,855.16
Planning Technician	h	33.55	35.22	36.99	38.83	40.78	42.82
	m	5,814.81	6,105.55	6,410.82	6,731.37	7,067.93	7,421.33
Grade 8	a	69,777.69	73,266.57	76,929.90	80,776.39	84,815.21	89,055.97
Public Works/Landscape &	h	42.48	44.61	46.84	49.18	51.64	54.22
Lighting Inspector	m	7,363.89	7,732.08	8,118.68	8,524.62	8,950.85	9,398.39
Grade 19	a	88,366.62	92,784.95	97,424.20	102,295.41	107,410.18	112,780.69
Public Works Parks Maintenance	h	27.05	28.41	29.83	31.32	32.88	34.53
Worker Trainee/I/II	m	4,689.16	4,923.62	5,169.80	5,428.29	5,699.70	5,984.69
Grade 2	a	56,269.89	59,083.39	62,037.56	65,139.43	68,396.41	71,816.23

July 1, 2025 - June 30, 2026 (4% COLA effective July 1, 2025)

						ES S	THE
<b>Position Title</b>	Step	$\mathbf{A}$	В	C	D	E E	Thance io.
<b>Public Works Streets Maintenance</b>	h	27.91	29.31	30.77	32.31	33.93	35.62
Worker Trainee/I/II	m	4,837.99	5,079.89	5,333.88	5,600.57	5,880.60	6,174.63
Grade 26	a	58,055.84	60,958.63	64,006.56	67,206.89	70,567.24	74,095.60
Recreation Services Coordinator	h	29.76	31.25	32.81	34.45	36.18	37.98
	m	5,158.70	5,416.64	5,687.47	5,971.84	6,270.43	6,583.96
Grade 4	a	61,904.43	64,999.65	68,249.63	71,662.11	75,245.22	79,007.48
Senior Accountant	h	53.37	56.03	58.84	61.78	64.87	68.11
	m	9,249.97	9,712.47	10,198.09	10,708.00	11,243.40	11,805.57
Grade 16	a	110,999.63	116,549.61	122,377.09	128,495.95	134,920.75	141,666.78
Senior Center Assistant	h	27.05	28.41	29.83	31.32	32.88	34.53
	m	4,689.16	4,923.62	5,169.80	5,428.29	5,699.70	5,984.69
Grade 2	a	56,269.89	59,083.39	62,037.56	65,139.43	68,396.41	71,816.23
Senior Center Coordinator	h	31.41	32.98	34.63	36.36	38.17	40.08
	m	5,443.78	5,715.97	6,001.77	6,301.86	6,616.95	6,947.80
Grade 6	a	65,325.40	68,591.67	72,021.25	75,622.31	79,403.43	83,373.60
Senior Center Operator	h	27.91	29.31	30.77	32.31	33.93	35.62
	m	4,837.99	5,079.89	5,333.88	5,600.57	5,880.60	6,174.63
Grade 26	a	58,055.84	60,958.63	64,006.56	67,206.89	70,567.24	74,095.60
Senior Code Enforcement	h	40.02	42.02	44.12	46.32	48.64	51.07
Officer	m	6,936.26	7,283.08	7,647.23	8,029.59	8,431.07	8,852.63
Grade 15	a	83,235.17	87,396.93	91,766.77	96,355.11	101,172.87	106,231.51
Senior Maintenance Worker	h	32.41	34.03	35.73	37.52	39.39	41.36
	m	5,617.77	5,898.65	6,193.59	6,503.27	6,828.43	7,169.85
Grade 27	a	67,413.19	70,783.85	74,323.04	78,039.20	81,941.16	86,038.21
Senior Water Service Worker III	h	33.55	35.22	36.99	38.83	40.78	42.82
	m	5,814.81	6,105.55	6,410.82	6,731.37	7,067.93	7,421.33
Grade 8	a	69,777.69	73,266.57	76,929.90	80,776.39	84,815.21	89,055.97
Senior Water Service Worker IV	h	38.03	39.94	41.93	44.03	46.23	48.54
	m	6,592.49	6,922.11	7,268.22	7,631.63	8,013.21	8,413.87
Grade 14	a	79,109.88	83,065.38	87,218.65	91,579.58	96,158.56	100,966.49
Street Sweeper Operator	h	32.65	34.28	36.00	37.80	39.69	41.67
	m	5,659.69	5,942.67	6,239.81	6,551.80	6,879.39	7,223.36
Grade 23	a	67,916.28	71,312.09	74,877.69	78,621.58	82,552.66	86,680.29
Treatment Plant Operator	h	26.94	28.29	29.71	31.19	32.75	34.39
Trainee	m	4,670.29	4,903.81	5,149.00	5,406.45	5,676.77	5,960.61
Grade 1	a	56,043.50	58,845.68	61,787.96	64,877.36	68,121.23	71,527.29
Treatment Plant Operator I	h	30.45	31.97	33.57	35.25	37.01	38.86
	m	5,278.18	5,542.09	5,819.20	6,110.16	6,415.67	6,736.45
Grade 5	a	63,338.22	66,505.13	69,830.38	73,321.90	76,988.00	80,837.40

July 1, 2025 - June 30, 2026 (4% COLA effective July 1, 2025)

<b>Position Title</b>	Step	A	В	C	D	E	Mance 101,
Treatment Plant Operator II	h	33.55	35.22	36.99	38.83	40.78	42.82
	m	5,814.81	6,105.55	6,410.82	6,731.37	7,067.93	7,421.33
Grade 8	a	69,777.69	73,266.57	76,929.90	80,776.39	84,815.21	89,055.97
Treatment Plant Operator III	h	38.03	39.94	41.93	44.03	46.23	48.54
	m	6,592.49	6,922.11	7,268.22	7,631.63	8,013.21	8,413.87
Grade 14	a	79,109.88	83,065.38	87,218.65	91,579.58	96,158.56	100,966.49
Vehicle/Equipment Mechanic I	h	29.76	31.25	32.81	34.45	36.18	37.98
	m	5,158.70	5,416.64	5,687.47	5,971.84	6,270.43	6,583.96
Grade 4	a	61,904.43	64,999.65	68,249.63	71,662.11	75,245.22	79,007.48
Vehicle/Equipment Mechanic II	h	41.34	43.40	45.57	47.85	50.24	52.76
	m	7,164.75	7,522.99	7,899.13	8,294.09	8,708.80	9,144.24
Grade 18	a	85,976.97	90,275.82	94,789.61	99,529.10	104,505.55	109,730.83
Water Service Worker I	h	26.94	28.29	29.71	31.19	32.75	34.39
	m	4,670.29	4,903.81	5,149.00	5,406.45	5,676.77	5,960.61
Grade 1	a	56,043.50	58,845.68	61,787.96	64,877.36	68,121.23	71,527.29
Water Service Worker II	h	30.45	31.97	33.57	35.25	37.01	38.86
	m	5,278.18	5,542.09	5,819.20	6,110.16	6,415.67	6,736.45
Grade 5	a	63,338.22	66,505.13	69,830.38	73,321.90	76,988.00	80,837.40

July 1, 2026 - June 30, 2027 (3% COLA effective July 1, 2026)

						Es .	THE
<b>Position Title</b>	Step	$\mathbf{A}$	В	C	D	E	mance O.
Accountant	h	46.79	49.12	51.58	54.16	56.87	59.71
	m	8,109.45	8,514.92	8,940.67	9,387.70	9,857.08	10,349.94
Grade 13	a	97,313.38	102,179.05	107,288.00	112,652.40	118,285.02	124,199.27
Accounting Technician	h	33.84	35.54	37.31	39.18	41.14	43.19
	m	5,866.18	6,159.49	6,467.47	6,790.84	7,130.38	7,486.90
Grade 7	a	70,394.21	73,913.92	77,609.62	81,490.10	85,564.61	89,842.84
Assistant Engineer	h	48.75	51.19	53.75	56.44	59.26	62.22
	m	8,450.59	8,873.12	9,316.77	9,782.61	10,271.74	10,785.33
Grade 21	a	101,407.05	106,477.40	111,801.27	117,391.34	123,260.90	129,423.95
Building Inspector I	h	38.20	40.11	42.12	44.22	46.44	48.76
	m	6,621.86	6,952.95	7,300.60	7,665.63	8,048.91	8,451.36
Grade 11	a	79,462.29	83,435.41	87,607.18	91,987.54	96,586.92	101,416.26
Building Inspector II	h	43.76	45.95	48.24	50.66	53.19	55.85
	m	7,584.80	7,964.04	8,362.24	8,780.36	9,219.37	9,680.34
Grade 19	a	91,017.62	95,568.50	100,346.93	105,364.27	110,632.49	116,164.11
Building Maintenance Worker	h	27.86	29.26	30.72	32.26	33.87	35.56
	m	4,829.83	5,071.32	5,324.89	5,591.13	5,870.69	6,164.23
Grade 2	a	57,957.99	60,855.89	63,898.68	67,093.62	70,448.30	73,970.71
Code Enforcement Aide	h	20.52	21.54	22.62	23.75	24.94	26.18
	m	3,555.98	3,733.78	3,920.47	4,116.49	4,322.32	4,538.44
Grade 10	a	42,671.80	44,805.39	47,045.66	49,397.94	51,867.84	54,461.23
Code Enforcement Officer	h	35.85	37.64	39.52	41.50	43.57	45.75
	m	6,213.79	6,524.48	6,850.71	7,193.24	7,552.91	7,930.55
Grade 9	a	74,565.53	78,293.81	82,208.50	86,318.92	90,634.87	95,166.61
Construction Project Coordinator	h	48.70	51.14	53.70	56.38	59.20	62.16
	m	8,441.95	8,864.05	9,307.25	9,772.61	10,261.24	10,774.31
Grade 20	a	101,303.41	106,368.59	111,687.01	117,271.36	123,134.93	129,291.68
Customer Service Representative I	h	29.25	30.71	32.24	33.86	35.55	37.33
	m	5,069.49	5,322.96	5,589.11	5,868.57	6,162.00	6,470.10
Grade 28	a	60,833.87	63,875.56	67,069.34	70,422.80	73,943.94	77,641.14
Customer Service Representative II	h	30.69	32.23	33.84	35.53	37.31	39.17
	m	5,319.94	5,585.94	5,865.23	6,158.50	6,466.42	6,789.74
Grade 29	a	63,839.29	67,031.25	70,382.81	73,901.95	77,597.05	81,476.91
Customer Service Technician	h	36.66	38.49	40.42	42.44	44.56	46.79
	m	6,354.13	6,671.84	7,005.43	7,355.70	7,723.49	8,109.66
Grade 17	a	76,249.60	80,062.08	84,065.19	88,268.45	92,681.87	97,315.96
Department Assistant I	h	27.86	29.26	30.72	32.26	33.87	35.56
	m	4,829.83	5,071.32	5,324.89	5,591.13	5,870.69	6,164.23
Grade 2	a	57,957.99	60,855.89	63,898.68	67,093.62	70,448.30	73,970.71

July 1, 2026 - June 30, 2027 (3% COLA effective July 1, 2026)

						ES S	THE
<b>Position Title</b>	Step	$\mathbf{A}$	В	C	D	E	mance io.
Department Assistant II	h	29.23	30.70	32.23	33.84	35.53	37.31
	m	5,067.33	5,320.70	5,586.73	5,866.07	6,159.37	6,467.34
Grade 3	a	60,807.96	63,848.36	67,040.77	70,392.81	73,912.45	77,608.07
<b>Economic Development</b>	h	36.66	38.49	40.42	42.44	44.56	46.79
Technician	m	6,354.13	6,671.84	7,005.43	7,355.70	7,723.49	8,109.66
Grade 17	a	76,249.60	80,062.08	84,065.19	88,268.45	92,681.87	97,315.96
<b>Engineering Technician</b>	h	36.66	38.49	40.42	42.44	44.56	46.79
	m	6,354.13	6,671.84	7,005.43	7,355.70	7,723.49	8,109.66
Grade 17	a	76,249.60	80,062.08	84,065.19	88,268.45	92,681.87	97,315.96
Fleet Services Coordinator	h	50.20	52.71	55.34	58.11	61.02	64.07
	m	8,701.04	9,136.09	9,592.90	10,072.54	10,576.17	11,104.98
Grade 22	a	104,412.47	109,633.09	115,114.75	120,870.49	126,914.01	133,259.71
Graffiti Maintenance Worker	h	31.36	32.93	34.58	36.31	38.12	40.03
	m	5,436.53	5,708.36	5,993.77	6,293.46	6,608.14	6,938.54
Grade 5	a	65,238.36	68,500.28	71,925.29	75,521.56	79,297.64	83,262.52
Heavy Equipment Operator	h	33.63	35.31	37.08	38.93	40.88	42.92
	m	5,829.48	6,120.95	6,427.00	6,748.35	7,085.77	7,440.06
Grade 23	a	69,953.76	73,451.45	77,124.03	80,980.23	85,029.24	89,280.70
Human Resources Technician	h	36.53	38.36	40.28	42.29	44.41	46.63
	m	6,332.54	6,649.17	6,981.63	7,330.71	7,697.25	8,082.11
Grade 24	a	75,990.52	79,790.04	83,779.54	87,968.52	92,366.95	96,985.29
Information Technology Technician	h	36.66	38.49	40.42	42.44	44.56	46.79
	m	6,354.13	6,671.84	7,005.43	7,355.70	7,723.49	8,109.66
Grade 17	a	76,249.60	80,062.08	84,065.19	88,268.45	92,681.87	97,315.96
Payroll Specialist	h	42.58	44.70	46.94	49.29	51.75	54.34
	m	7,379.69	7,748.67	8,136.11	8,542.91	8,970.06	9,418.56
Grade 18	a	88,556.28	92,984.10	97,633.30	102,514.97	107,640.72	113,022.75
Parks Ranger	h	32.54	34.16	35.87	37.66	39.55	41.52
	m	5,639.48	5,921.46	6,217.53	6,528.41	6,854.83	7,197.57
Grade 25	a	67,673.79	71,057.48	74,610.35	78,340.87	82,257.91	86,370.81
Planning Technician	h	34.55	36.28	38.10	40.00	42.00	44.10
	m	5,989.25	6,288.71	6,603.15	6,933.31	7,279.97	7,643.97
Grade 8	a	71,871.02	75,464.57	79,237.79	83,199.68	87,359.67	91,727.65
Public Works/Landscape &	h	43.76	45.95	48.24	50.66	53.19	55.85
Lighting Inspector	m	7,584.80	7,964.04	8,362.24	8,780.36	9,219.37	9,680.34
Grade 19	a	91,017.62	95,568.50	100,346.93	105,364.27	110,632.49	116,164.11
Public Works Parks Maintenance	h	27.86	29.26	30.72	32.26	33.87	35.56
Worker Trainee/I/II	m	4,829.83	5,071.32	5,324.89	5,591.13	5,870.69	6,164.23
Grade 2	a	57,957.99	60,855.89	63,898.68	67,093.62	70,448.30	73,970.71

July 1, 2026 - June 30, 2027 (3% COLA effective July 1, 2026)

						E)	THE
<b>Position Title</b>	Step	$\mathbf{A}$	В	$\mathbf{C}$	D	E	mance O.
Public Works Streets Maintenance	h	28.75	30.19	31.70	33.28	34.94	36.69
Worker Trainee/I/II	m	4,983.13	5,232.28	5,493.90	5,768.59	6,057.02	6,359.87
Grade 26	a	59,797.51	62,787.39	65,926.76	69,223.10	72,684.25	76,318.46
Recreation Services Coordinator	h	30.65	32.19	33.80	35.49	37.26	39.12
	m	5,313.46	5,579.14	5,858.09	6,151.00	6,458.55	6,781.48
Grade 4	a	63,761.56	66,949.64	70,297.12	73,811.98	77,502.58	81,377.70
Senior Accountant	h	54.97	57.71	60.60	63.63	66.81	70.15
	m	9,527.47	10,003.84	10,504.03	11,029.23	11,580.70	12,159.73
Grade 16	a	114,329.60	120,046.08	126,048.39	132,350.81	138,968.35	145,916.77
Senior Center Assistant	h	27.86	29.26	30.72	32.26	33.87	35.56
	m	4,829.83	5,071.32	5,324.89	5,591.13	5,870.69	6,164.23
Grade 2	a	57,957.99	60,855.89	63,898.68	67,093.62	70,448.30	73,970.71
Senior Center Coordinator	h	32.35	33.97	35.66	37.45	39.32	41.29
	m	5,607.10	5,887.45	6,181.82	6,490.92	6,815.46	7,156.23
Grade 6	a	67,285.16	70,649.42	74,181.89	77,890.98	81,785.53	85,874.81
Senior Center Operator	h	28.75	30.19	31.70	33.28	34.94	36.69
	m	4,983.13	5,232.28	5,493.90	5,768.59	6,057.02	6,359.87
Grade 26	a	59,797.51	62,787.39	65,926.76	69,223.10	72,684.25	76,318.46
Senior Code Enforcement	h	41.22	43.28	45.44	47.71	50.10	52.61
Officer	m	7,144.35	7,501.57	7,876.65	8,270.48	8,684.00	9,118.20
Grade 15	a	85,732.22	90,018.84	94,519.78	99,245.77	104,208.05	109,418.46
Senior Maintenance Worker	h	33.38	35.05	36.80	38.64	40.58	42.61
	m	5,786.30	6,075.61	6,379.39	6,698.36	7,033.28	7,384.95
Grade 27	a	69,435.59	72,907.37	76,552.74	80,380.37	84,399.39	88,619.36
Senior Water Service Worker III	h	34.55	36.28	38.10	40.00	42.00	44.10
	m	5,989.25	6,288.71	6,603.15	6,933.31	7,279.97	7,643.97
Grade 8	a	71,871.02	75,464.57	79,237.79	83,199.68	87,359.67	91,727.65
Senior Water Service Worker IV	h	39.17	41.13	43.19	45.35	47.62	50.00
	m	6,790.27	7,129.78	7,486.27	7,860.58	8,253.61	8,666.29
Grade 14	a	81,483.18	85,557.34	89,835.21	94,326.97	99,043.32	103,995.48
Street Sweeper Operator	h	33.63	35.31	37.08	38.93	40.88	42.92
	m	5,829.48	6,120.95	6,427.00	6,748.35	7,085.77	7,440.06
Grade 23	a	69,953.76	73,451.45	77,124.03	80,980.23	85,029.24	89,280.70
Treatment Plant Operator	h	27.75	29.14	30.60	32.13	33.73	35.42
Trainee	m	4,810.40	5,050.92	5,303.47	5,568.64	5,847.07	6,139.43
Grade 1	a	57,724.81	60,611.05	63,641.60	66,823.68	70,164.87	73,673.11
Treatment Plant Operator I	h	31.36	32.93	34.58	36.31	38.12	40.03
	m	5,436.53	5,708.36	5,993.77	6,293.46	6,608.14	6,938.54
Grade 5	a	65,238.36	68,500.28	71,925.29	75,521.56	79,297.64	83,262.52

July 1, 2026 - June 30, 2027 (3% COLA effective July 1, 2026)

<b>Position Title</b>	Step	A	В	C	D	E	mance 10.,
	Step						
Treatment Plant Operator II	h	34.55	36.28	38.10	40.00	42.00	44.10
	m	5,989.25	6,288.71	6,603.15	6,933.31	7,279.97	7,643.97
Grade 8	a	71,871.02	75,464.57	79,237.79	83,199.68	87,359.67	91,727.65
Treatment Plant Operator III	h	39.17	41.13	43.19	45.35	47.62	50.00
	m	6,790.27	7,129.78	7,486.27	7,860.58	8,253.61	8,666.29
Grade 14	a	81,483.18	85,557.34	89,835.21	94,326.97	99,043.32	103,995.48
Vehicle/Equipment Mechanic I	h	30.65	32.19	33.80	35.49	37.26	39.12
	m	5,313.46	5,579.14	5,858.09	6,151.00	6,458.55	6,781.48
Grade 4	a	63,761.56	66,949.64	70,297.12	73,811.98	77,502.58	81,377.70
Vehicle/Equipment Mechanic II	h	42.58	44.70	46.94	49.29	51.75	54.34
	m	7,379.69	7,748.67	8,136.11	8,542.91	8,970.06	9,418.56
Grade 18	a	88,556.28	92,984.10	97,633.30	102,514.97	107,640.72	113,022.75
Water Service Worker I	h	27.75	29.14	30.60	32.13	33.73	35.42
	m	4,810.40	5,050.92	5,303.47	5,568.64	5,847.07	6,139.43
Grade 1	a	57,724.81	60,611.05	63,641.60	66,823.68	70,164.87	73,673.11
Water Service Worker II	h	31.36	32.93	34.58	36.31	38.12	40.03
	m	5,436.53	5,708.36	5,993.77	6,293.46	6,608.14	6,938.54
Grade 5	a	65,238.36	68,500.28	71,925.29	75,521.56	79,297.64	83,262.52

#### **RESOLUTION NO. FD-2023-01**

# A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA FIRE PROTECTION DISTRICT, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2023-24

**WHEREAS,** an annual budget for Fiscal Year 2023-24 has been prepared by the District Manager, Fire Chief and other District personnel; and

**WHEREAS**, the Board of Directors has examined said budget and conferred with the District Manager and the Fire Chief; and

**WHEREAS**, the Board of Directors desires to adopt a final annual budget for the Fiscal Year 2023-24; and

**WHEREAS**, the Board of Directors has, after due deliberation and consideration, made such amendments in the proposed annual budget as it considered desirable.

**NOW THEREFORE,** be it resolved by the Board of Directors of the Coachella Fire Protection District, as follows:

Section 1: That the budget attached hereto and made a part hereof is hereby approved and effective July 1, 2023.

Section 2: That the Capital Improvements Budget for fiscal 2023-24 is hereby approved effective July 1, 2023.

**PASSED, APPROVED** and **ADOPTED** this 24<sup>th</sup> day of May, 2023.

Steven A. Hernandez	
Chairman	
ATTEST:	
Angela M. Zepeda	
Secretary	

APPROVED AS TO FORM:
Carlos Campos
City Attorney

STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	) ss.
CITY OF COACHELLA	
by the Board of Directors of the	hat the foregoing Resolution No. FD-2023-01 was duly adopted Coachella Fire Protection District at a regular meeting thereof, 8 by the following vote of the Board:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados,	
Deputy City Clerk	



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** William B. Pattison, Finance Director

**SUBJECT:** Resolution No. FD-2023-01, Approving the Fiscal Year 2023-2024 Coachella

Fire Protection District Annual Budget

#### **STAFF RECOMMENDATION:**

Adopt Resolution FD-2023-01 approving the annual budget for fiscal year 2023-2024 for the Coachella Fire Protection District.

#### **BACKGROUND:**

The Coachella Fire Protection District (the District) was created in December 1990 to provide fire protection services to the residents of the City of Coachella. The Riverside County Fire Protection District provides all necessary services that are described in a contract between the two entities. The District is funded through transfers from the City's general fund, property tax collected, interest earned on investments, and miscellaneous sources.

The District's 2023-2024 budget includes revenues projected at \$4.62 million which represents an increase of 13.96% over the prior fiscal year. This results from grant funded services being directly administered by the County of Riverside in 2023-2024.

District expenditures are budgeted at \$4.62 million, which is 9.63% more than last year. The increase is due the CalFire contract cost which increased \$396,000.

The District is currently staffed by one (1) fire engine company with three (municipal) Fire Captains, one Engineer, one Engineer Medics, on Fire Fighter II, one Fire Fighter II Medics, and one Office Assistant III; for a total of eleven staffed positions.

In addition to the staffed positions, an active Volunteer Reserve Firefighter Program.

### FISCAL IMPACT:

	Projected 2022-23	Budget 2023-24
<b>Beginning Fund Balance</b>	\$ 350,000	\$ 350,000
Revenues		
General Fund Transfer	2,408,322	2,540,049
CFD 2005-1 Assessment	874,000	1,093,100
Property Taxes	912,000	948,000
Interest & Other Revenue	42,000	42,000
Grants	-	-
Total Revenue	4,236,322	4,623,149
<b>Expenditures</b>		
Other Professional Services	3,844,775	4,004,287
Administration/Other	391,547	618,862
<b>Total Expenditures</b>	4,236,322	4,623,149
Surplus (Deficit)		
<b>Projected Ending Fund Balance</b>	\$ 350,000	\$ 350,000

# EXHIBITS:

Fiscal year 2023-24 Draft Proposed Budget



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: William B. Pattison, Finance Director

**SUBJECT:** Resolution No. SD-2023-01, Approving the Fiscal Year 2023-2024 Coachella

Sanitary District Annual Budget

#### **STAFF RECOMMENDATION:**

Adopt Resolution SD-2023-01 approving the annual budget and organizational structure for the fiscal year 2023-2024 for the Coachella Sanitary District.

### **BACKGROUND:**

The Sanitary District's 2023-2024 budget includes revenues projected at \$10.43 million, which represents an increase of 38.3% over the prior fiscal year. This results from increases in interest, interfund transfers in, and other revenues.

District expenditures (net of principal payments) are budgeted at \$9.85 million, which is 28.2% greater than last year. The increase is due to increases in debt service interest for the District's 2020 pension obligation bonds budgeted in FY 2023-2024, and interfund transfers out.

# FISCAL IMPACT:

	Projected 2022-23	Budget 2023-24
<b>Beginning Net Position</b>		
Restricted	\$ 184,156	\$ 1,084,156
Unrestricted	6,269,887	5,224,128
Total Beginning Net Position	6,454,043	6,308,284
Revenues		
Connection Fees	900,000	1,553,913
Utility Service	6,500,000	6,700,000
Property Taxes	99,000	229,000
Interest & Other Revenue	39,527	1,944,457
Total Revenue	7,538,527	10,427,370
<b>Expenditures</b>		
Operating Costs	3,415,408	5,219,398
Administrative Costs	2,181,291	2,652,511
Depreciation & Amortization	1,472,623	1,472,623
Debt Service - Interest	614,964	508,437
Total Expenditures	7,684,286	9,852,968
Surplus (Deficit)	(145,759)	574,402
<b>Ending Net Position</b>		
Restricted	1,084,156	2,638,069
Unrestricted	5,224,128	4,244,617
Total Ending Net Position	\$ 6,308,284	\$ 6,882,686

# EXHIBITS:

Fiscal year 2023-24 Draft Proposed Budget

#### **RESOLUTION NO. SD-2023-01**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA SANITARY DISTRICT, ADOPTING AN ANNUAL BUDGET AND ORGANIZATIONAL STRUCTURE FOR FISCAL YEAR 2023-24

**WHEREAS,** an annual budget and organizational structure for Fiscal Year 2023-24 has been prepared by the District Manager and other District personnel; and

**WHEREAS**, the Board of Directors has examined said budget and organizational structure and conferred with the District Manager; and

**WHEREAS**, the Board of Directors desires to adopt a final annual budget and organizational structure for Fiscal Year 2023-24; and

**WHEREAS,** the Board of Directors has, after due deliberation and consideration, made such amendments in the proposed annual budget as it considered desirable.

**NOW THEREFORE,** be it resolved by the Board of Directors of the Coachella Sanitary District, as follows:

Section 1: That the budget and organizational structure attached hereto and made a part hereof is hereby approved and effective July 1, 2023.

Section 2: That the Capital Improvements Budget for fiscal 2023-24 is hereby approved effective July 1, 2023 along with the expenditure of related capital grant funds

Section 3: That all debt service payments for previously authorized debts issuances are authorized.

PASSED, APPROVED and ADOPTED this 24th day of May, 2023.

Steven A. Hernandez	
President	
ATTEST:	
Angela M. Zepeda	
Secretary	

APPROVED AS TO FORM:
Carlos Campos
City Attorney

STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	) ss.
CITY OF COACHELLA	)
	at the foregoing Resolution No. SD-2023-01 was duly adopted oachella Sanitary District at a regular meeting thereof, held on ollowing vote of the Board:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados,	
Deputy City Clerk	



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** William B. Pattison, Finance Director

**SUBJECT:** Resolution No. 2023-32, a Resolution of the City Council of the City Of

Coachella, Adopting an Annual Budget And Organizational Structure for Fiscal

Year 2023-24

#### STAFF RECOMMENDATION:

Adopt Resolution No. 2023-32 approving the annual budget, organizational structure, and policy changes for fiscal year 2023-24 for the City of Coachella and its component units.

#### **BACKGROUND:**

I am pleased to submit for your review the proposed budget for the City of Coachella for all funds and departments and its component units for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

In the proposed budget for Fiscal Year 2023-2024, the City of Coachella and all its component units have budgeted revenues of \$116.3 million and appropriations of \$125.6 million. \$27.7 million of these appropriations are for non-general fund capital expenditures. The City's General Fund has budgeted revenues of \$33.7 million and expenditure appropriations of \$33.5 million resulting in a \$196,253 budgeted surplus that is largely due to projected sales tax increase. The General Fund is projected to have unrestricted reserves of \$13.06 million at June 30, 2024. Details are provided in the general fund schedules and tables that follow.

#### **HISTORY:**

During the prior three fiscal years (2020-2021 - 2022-2023) the City of Coachella has seen a steady recovery for our community. The prolonged slow recovery from the 2008 recession continues to affect our local economy. The voters passed Measure U, a sales tax rate increase of 1% in November of 2014. These funds were critical in allowing us to finish last fiscal year within budget. However, during these three fiscal years the City incurred steep increases in our contracts with Riverside County Sheriff and Riverside County/Cal Fire for Police and Fire services. The Police Department expenditures increased by \$842,235 (8.64%) and the Fire Department Expenditures increased by \$1,148,311 (37%) for a combined total of \$1,990,546 or a 15.51% increase in Public Safety expenditures over the three years. The Measure U sales tax revenue will allow the City to cover the increase in FY 2023-2024 public safety costs with only limited reductions of service level but these Public Safety contracted service increases by Riverside County are not sustainable over time.

#### **CHALLENGES AND PRIORITIES:**

#### Public Safety Cost Increase

Increases in public safety costs continue to be a challenge for the City. The County of Riverside's continuous increase to public safety services is limiting the amounts available to address capital needs, maintenance and operations in existing and future facilities. In Fiscal Year 2022-23, there was a total increase over the previous Fiscal Year to Police and Fire of \$1,798,852, which represents slightly over 13.81%. For the 2023-24 Fiscal Year, the total amount is expected to increase another \$562,365 or approximately 3.79%. The City anticipates the increases to continue as Riverside County shifts more cost recovery of police services on to its contract cities.

#### **ECONOMIC FORECASTS:**

The City of Coachella will endeavor to maintain a diversified and stable revenue base to minimize the effects of economic fluctuations. All estimates are conservative. General fund revenues are categorized into seven broad categories taxes, licenses and permits, charges for services, intergovernmental, fines and forfeitures, interest and other revenues and transfers in from other funds.

Major Revenue Sources General Fund Fiscal Year 2023-24						
	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Budget	
Taxes	\$ 18,409,029	\$ 23,371,431	\$ 25,890,695	\$ 24,357,895	\$24,822,800	
Licenses and Permits	458,179	648,250	738,102	523,000	555,000	
Charges for Services	477,963	560,751	1,281,533	765,000	815,000	
Intergovernmental	1,100,511	1,193,516	1,366,494	1,420,816	906,657	
Fines and Forfeitures	395,433	141,647	261,806	173,000	230,000	
Interest and Other Revenue	871,971	609,115	3,090,273	576,000	546,000	
Transfers	3,788,772	4,159,009	4,135,764	4,616,091	5,822,307	
Total	\$ 25,501,858	\$ 30,683,719	\$ 36,764,667	\$ 32,431,802	\$33,697,764	

Intergovernmental revenues are substantial in comparison to other categories and consists of payments from other government entities including admin fees for administration of the Successor Agency and the Waste Transfer Station JPA. The general fund's position as the originating fund for all service components, i.e., Water, Sanitary, Fire, Police, Streets, and Redevelopment efforts has resulted in the general fund now receiving service charges from all service components. City's employee salary costs

are disbursed among departments and service components to be able to ascertain both direct and indirect costs for City services rendered.

### General Fund Expenditures by Department

The general fund is the main operating fund of the City of Coachella. It is used to account for all financial resources except where legal, administrative or Generally Accepted Accounting Principles (GAAP) requirements cause them to be accounted for in another fund. The City's general fund activity includes departments that serve the general public as well as functions that provide administrative support to the various departments within the government and its agencies. The table shown below provides a summary list of the general fund Departments and their respective budgets.

City of Coachella General Fund Historical and Projected Expenditures by Department Fiscal Years 2023-2024

Department Name	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
City Council	\$ 173,279	\$ 194,235	\$ 282,974	\$ 276,601
City Clerk	111,446	92,527	145,350	104,107
Admin - City Attorney	742,903	667,803	972,500	772,000
Admin - City Manager	401,947	368,293	521,142	251,289
Admin - Public Information Officer	-	-	-	210,087
Admin - Human Resources	240,969	232,801	345,063	348,075
Admin - General Government	2,735,255	3,208,664	4,216,840	4,582,314
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Economic Development - Grant Administration	81,690	98,701	153,723	149,800
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Development Services - Administration	-	-	275,649	307,998
Development Services - Planning	795,031	629,995	761,122	626,952
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Development Services - Graffiti	93,860	64,322	219,954	215,488
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Public Works - Administration	174,004	177,288	343,174	324,115
Public Works - Streets Maintenance	1,337,247	1,645,237	1,512,975	1,620,275
Public Works - Parks Maintenance	1,703,889	1,892,289	2,101,119	2,199,182
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Public Works - Fleet Maintenance	506,515	563,418	652,384	785,989
Public Works - Recreation Programs	255,059	370,912	329,929	168,113
Public Works - Seniors Program	284,865	320,037	416,352	477,890
Public Safety - Police Services	9,742,667	9,879,822	10,584,902	10,760,440
Public Safety - Animal Control	221,763	345,793	437,740	490,000
Public Safety - Emergency Serivices	73,063	125,415	-	80,000
Public Safety - Fire Services	1,619,302	1,709,174	2,408,322	2,540,049
Total	\$ 25,275,272	\$ 27,030,786	\$ 32,431,802	\$ 33,501,511

#### Other Funds

The City has various funds and special districts which are designated subdivisions of the general fund or are classified as component units. These other funds all have the Coachella City Council as the governing body and have their respective budgets approved by the Council for the fiscal year ended June 30, 2024.

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted for specific purposes. Special Revenue funds include State and Federal grants, funds to be used solely for capital projects, and the property taxes and charges collected by the County Tax-Collector's Office for the Successor Agency of the Former Coachella Redevelopment Agency and the Coachella Fire Protection District.

Capital Improvement Funds are used to account for project costs for the building of infrastructure to attract business and expand capacities. The Capital Improvement Program found in the last budget section is a listing of proposed and existing projects for the acquisition and construction of capital assets. These programs are outlined in the proposed five-year capital budget and existing capital projects. The five-year Capital Improvement Plan includes proposed financing for the 2023-24 fiscal year with projected revenue sources and project costs for the next four fiscal years. The Engineering Department has provided a comprehensive capital improvements plan that utilizes developer impact fees, grants and self-generated funds from the City's enterprise operations. Although the funds required for the proposed fiscal year projects are available, future year's projects may have a "To Be Determined" footnote if funds have not yet been identified.

#### **Budget Preparation and Presentation**

Individual general fund departments have included their accomplishments for the current fiscal year, their goals for the 2023/24 budget year and are presenting budget issues to the Council for your review and approval that will allow the Council to standardize future budget matters and keep the Council's policies in line with the City's priorities.

I would like to thank Public Works Director Maritza Martinez, City Engineer Andrew Simmons, Utilities Manager Castulo Estrada, Interim Finance Director William B. Pattison, the Finance Department staff, Economic Development Director Celina Jimenez, Development Services Department Gabriel Perez, and all the City personnel who contributed to the entire budget process.

#### **ATTACHMENTS**:

Fiscal year 2023-24 Draft Proposed Budget

#### **RESOLUTION 2023-32**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADOPTING AN ANNUAL BUDGET AND ORGANIZATIONAL STRUCTURE FOR FISCAL YEAR 2023-24

**WHEREAS**, an annual budget and organization structure for Fiscal Year 2023-24 has been prepared by the City Manager, Department Heads and other City personnel; and

**WHEREAS**, the City Council has examined said budget and organizational structure and conferred with the City Manager and Departments heads; and

**WHEREAS**, the City Council has, after due deliberation and consideration, made such amendments in the proposed annual budget and organizational structure as it considered desirable.

**WHEREAS**, the City Council has, after due deliberation and consideration, made such amendments in the proposed annual budget and organizational structure as it considered desirable.

**NOW THEREFORE,** be it resolved by the City Council of the City of Coachella, California, as follows:

**SECTION 1.** That the budget and organizational structure and made a part hereof is hereby approved and effective July 1, 2023 with recommended modifications to:

- Transfer one full time and one part time Park Ranger position from Parks and Recreation to Code Enforcement.
- Add a new part time Park Ranger position (Parks and Recreation)
- Re-open the Controller position in the Finance Department and freeze the Accounting Manager position.
- Freeze the Business License Technician position (Finance)
- Freeze the Customer Service Technician position (Finance)
- Add a new Heavy Equipment Operator position (Public Works and Water Department)
- Freeze the Assistance to the City Manager position (Administration).
- Freeze the Senior Planner position (Development Services).
- Freeze the Building Inspector position (Development Services)
- Freeze the Source Control Inspector position (Storm Drain)
- Freeze the Senior Management Analyst position (Public Works)

**SECTION 2.** That the Capital Improvements Budget for fiscal 2023-24 is hereby approved effective July 1, 2023.

**SECTION 3.** That all debt service payments on previously authorized debts issuances are authorized along with applicable transfers into and out of the City's debt service fund.

STATE OF CALIFONIA COUNTY OF RIVERSIDE	) ) ss.		
CITY OF COACHELLA	)		
I HEREBY CERTIFY that the the City Council of the City of Of May 2023 by the following v	Coachella at a re	egular meeting there	
AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
Delia Granados,			
Deputy City Clerk			



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: William B. Pattison, Finance Director

SUBJECT: Resolution No. WA-2023-01, Approving the Fiscal Year 2023-2024 Coachella

Water Authority Annual Budget

# **STAFF RECOMMENDATION:**

Adopt Resolution WA-2023-01 approving the annual budget and organizational structure for fiscal year 2023-2024 for the Coachella Water Authority.

# **BACKGROUND:**

The Water Authority's revenue budget projects total revenues of approximately \$9.06 million which represents an increase of 11.08% over the prior fiscal year. The increase in revenue is largely the result of projected increases in grant funding and new housing. The water rate structure will allow the Water Authority to maintain current service levels, fund future capital projects, and maintain contracted debt service bond covenant ratios of 120%.

The Authority's expenditures are projected to be \$9.04 million, net of principal payments, which is 15.06% greater than last year. This is due to increases in debt service and administrative costs when compared to the prior fiscal year. In the prior fiscal year debt service interest was not budgeted for the 2022 Series A and B Water Revenue Refunding Bonds.

# FISCAL IMPACT:

	Projected 2022-23	Budget 2023-24
<b>Beginning Net Position</b>		
Restricted	\$ 9,033,541	\$ 9,583,541
Unrestricted	5,347,463	5,099,106
<b>Total Beginning Net Position</b>	14,381,004	14,682,647
Revenues		
Connection Fees	550,000	1,481,350
Utility Service	6,800,000	6,900,000
Ground Water Replenishment	550,000	550,000
Interest, Grants , & Other Revenue	257,500	130,000
Total Revenue	8,157,500	9,061,350
<b>Expenditures</b>		
Operating Costs	3,309,825	3,447,587
Administrative Costs	2,836,595	3,236,816
Depreciation & Amortization	1,200,000	1,200,000
Debt Service - Interest Payments	509,437	1,154,659
<b>Total Expenditures</b>	7,855,857	9,039,062
Surplus (Deficit)	301,643	22,288
<b>Ending Net Position</b>		
Restricted	9,583,541	11,064,891
Unrestricted	5,099,106	3,640,044
<b>Total Ending Net Position</b>	\$ 14,682,647	\$14,704,935

# EXHIBITS:

Fiscal year 2023-24 Draft Proposed Budget

## **RESOLUTION NO. WA-2023-01**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY, ADOPTING AN ANNUAL BUDGET AND ORGANIZATIONAL STRUCTURE FOR FISCAL YEAR 2023-24

**WHEREAS,** an annual budget and organizational structure for Fiscal Year 2023-24 has been prepared by the Executive Director and Authority staff and

**WHEREAS,** the Board of Directors has examined said budget and organizational structure and conferred with the Executive Director and Authority staff and

**WHEREAS**, the Board of Directors desires to adopt a final annual budget and organizational structure for Fiscal Year 2023-24; and

**WHEREAS**, the Board of Directors has, after due deliberation and consideration, made such amendments in the proposed annual budget as it considered desirable.

**NOW THEREFORE,** be it resolved by the Board of Directors of the Coachella Water Authority, as follows:

- Section 1: That the budget and organizational structure attached hereto and made a part hereof is hereby approved and effective July 1, 2023.
- Section 2: That the Capital Improvements Budget for fiscal 2023-24 is hereby approved effective July 1, 2023 along with the expenditure of related capital grant funds.

Section 3: That all debt service payments for previously authorized debts issuances are authorized.

**PASSED, APPROVED** and **ADOPTED** this 24th day of May, 2023.

Steven A. Hernandez	
President	
A TEXTS CITY	
ATTEST:	
Angela M. Zepeda	
Secretary	

APPROVED AS TO FORM:	
Carlos Campos	_
City Attorney	

STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	) ss.
CITY OF COACHELLA	)
adopted by the Board of Director	that the foregoing Resolution No. WA-2023-01 was duly as of the Coachella Water Authority at a regular meeting thereof, by the following vote of the Authority:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados,	
Deputy City Clerk	

# CITY OF COACHELLA, CALIFORNIA



Proposed Budget Fiscal Year 2023-2024



# CITY OF COACHELLA Fiscal Year 2023/2024

# Adopted Budget

# **CITY OFFICIALS**

# **CITY COUNCIL**

Mayor	Steven Hernandez
Mayor Pro Tem	Neftali Galarza
Council Member	
Council Member	
COUNCIL MEMBER	Stephanie Virgen

# **OTHER ELECTED OFFICIALS**

CITY CLERK	ngela M. Zepeda
City Treasurer	Arturo Avilez

# **ADMINISTRATIVE OFFICIALS**

CITY MANAGER	Dr. Gabriel Martin
CITY ATTORNEY	CARLOS CAMPOS
CHIEF OF POLICE	MICHAEL BIANCO
DEVELOPMENT SERVICES DIRECTOR	Gabriel Perez
CITY ENGINEER	Andrew Simmons
FIRE CHIEF	Justin Karp
FINANCE DIRECTOR	WILLIAM B. PATTISON
Public Works Director	MARITZA MARTINEZ
Utilities manager	Cástulo Estrada



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# **Budget Message**

CITY COUNCIL FOR THE CITY OF COACHELLA
COUNCIL FOR THE COACHELLA SANITARY DISTRICT
COUNCIL FOR THE COACHELLA FINANCING AUTHORITY
COUNCIL FOR THE COACHELLA WATER AUTHORITY
COUNCIL FOR THE EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL
CORPORATION
COUNCIL FOR THE COACHELLA FIRE PROTECTION DISTRICT

Mr. Mayor and Members of the City Council also acting as Board Members and Council Members for the respective Boards

## **Introduction and Summary**

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## CHALLENGES AND PRIORITIES

## Public Safety Cost Increase

Increases in public safety costs continue to be a challenge for the City. The County of Riverside's continuous increase to public safety services is limiting the amounts available to address capital needs, maintenance and operations in existing and future facilities. In Fiscal Year 2022-23, there was a total increase over the previous Fiscal Year to Police and Fire of \$1,798,852, which represents slightly over 13.81%. For the 2023-24 Fiscal Year, the total amount is expected to increase another \$562,365 or approximately 3.79%. The City anticipates the increases to continue as Riverside County shifts more cost recovery of police services on to its contract cities.



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Total	\$ 25,501,858	\$ 30,683,719	\$ 36,764,667	\$32,431,802	\$ 33,697,764

Intergovernmental revenues are substantial in comparison to other categories. The general fund's position as the originating fund for all service components, i.e., Water, Sanitary, Fire, Police, Streets, and Redevelopment efforts has resulted in the general fund now receiving service charges from all funds. The process of ending Redevelopment has resulted in a significant loss of administrative funds. Redevelopment tax increment funds are still available to perform administrative and legal activities required to dispose of assets and restructure financing but they are limited and do not cover the full cost of the redevelopment agency dissolution. The City's 94 employees' salary costs are disbursed among 16 different departments and funds to be able to ascertain both direct and indirect costs from the family of employees for City services rendered



# GENERAL FUND EXPENDITURES BY DEPARTMENT

The General Fund is the main operating fund of the City of Coachella. It is used to account for all financial resources except where legal, administrative or Generally Accepted Accounting Principles (GAAP) requirements cause them to be accounted for in another fund.

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Public Works - Seniors Program	284,865	320,037	416,352	477,890
Public Safety - Police Services	10,037,492	10,351,030	11,022,642	11,330,440
Public Safety - Fire Services	1,546,239	1,709,174	2,408,322	2,540,049
Total	\$ 25,202,209	\$ 26,834,527	\$ 32,431,802	\$ 33,501,511



## **OTHER FUNDS**

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## SPECIAL REVENUE FUNDS

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted for specific purposes. Special Revenue funds include State and Federal grants and subventions, impact fees, funds to be used solely for capital projects, and the property taxes and charges collected by the County Tax-Collector's Office for the Successor Agency of the Former Coachella Redevelopment Agency, the Coachella Sanitary District, and the Coachella Fire Protection District.

Capital Improvement Funds are used to account for project costs of permanent general or enterprise fund resources used for the building of infrastructure to attract business and expand capacities. The Capital Improvement Program found in the last budget section is a listing of proposed and existing projects for the acquisition and construction of capital assets. These programs are outlined in the proposed five-year capital budget and existing capital projects. The five-year Capital Improvement Plan includes proposed financing for the 2023-24 fiscal year with projected revenue sources and project costs for the next four fiscal years. The Engineering Department has provided a comprehensive capital improvements plan that utilizes bond proceeds from previous issuances, developer impact fees, grants and self-generated funds from the City's enterprise operations. Although the funds required for the proposed fiscal year projects are available, future year's projects may have a "To Be Determined" footnote if funds have not yet been identified.

## GENERAL FUND

Individual general fund departments have included their accomplishments for the current fiscal year, their goals for the 2023-24 budget year and are presenting budget issues to the Council for your review and approval that will allow the Council to standardize future budget matters and keep the Council's policies in line with the City's priorities.

I would like to thank Public Works Director Maritza Martinez, City Engineer Andrew Simmons, Development Services Director Gabriel Perez, Finance Director William B. Pattison, Finance Department staff, Celina Jimenez, Economic Development Director, and all the City personnel who contributed to the entire budget process.

Respectfully submitted,

Dr. Gabriel Martin City Manager

# Mission Statement

# IN PARTNERSHIP WITH STAKEHOLDERS OF THE COMMUNITY:

- We provide a safe, healthy, attractive and family oriented community through
- Sound fiscal and resources management, leadership, quality services, creativity, empowered employees and proactive City programs

# Vision Statement

# THE MODEL CALIFORNIA MEXICAN-AMERICAN CITY WHERE THE RICH CULTURES OF UNITED STATES AND MEXICO ARE BLENDED INTO A VIBRANT AND DIVERSE COMMUNITY

- Quality bilingual and multicultural education
- Community pride
- Prosperous business climate
- Superior quality of life
- Center for Mexican-American cultural events
- Dedicated governmental workforce
- Transportation center of Coachella Valley and home of the NAFTA Highway
- Balanced and creative housing
- Emphasis on quality service
- Partnership with all segments of the community
- Commitment to services for youth



# Our Values

# OUALITY SERVICE

- We make the quality of our service our number one priority.
- We eliminate barriers and complexity and strive for continuous improvement.
- We recognize there are many internal and external customers of Coachella and we strive to understand and meet their needs.
- We seek our customers' participation in evaluating the quality of our service.

# **EMPLOYIES**

- We value the talents our people bring to their jobs and believe that people want to do their best.
- We encourage personal and professional growth.
- We provide a work environment that allows our employees to do their best.

# ETHICAL CONDUCT

- We maintain the highest principles of professional ethics and take personal responsibility for our actions.
- We have adherence to the rule of law, to the Constitutions of California and the United States, and to utmost honesty.

   We have the courage to do the "right
- thing" even in the face of criticism, threat or pressure.
  - Even though an action may be legal, we consider the ethical implications of the issue, always doing the "right thing" while maintaining integrity, respect and caring for others.

# NONTANONA

We encourage and support creative solutions and risk taking to improve systems and services.

# LEADURSHIP

- We show the way by example.
- We share our vision, enable others to act and promote teamwork.

# TRAMWORK

- We are all one team in providing service to the community.
- We support each other to solve problems and improve what we do.

# RUST

We can count on each other to do what we say we will do.

We communicate openly and honestly with each other.

- When things change, we tell people right away.
- We care about each other personally and professionally.
- We are candid and do not intentionally deceive any person.

# COMPANITY INVOLVEMENT

 We serve the residents, businesses and visitors of Coachella and seek community participation in defining needs and priorities.

# TRADITIONS AND HERITAGE

- We recognize and honor the richness of our diverse population.
- We encourage and support cultural events which honor our heritage and traditions.
- We encourage and support family values which enrich our population and enhance pride in our community.

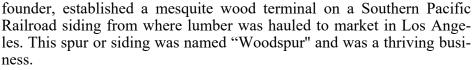


# Community Profile About the City



The History of the city and town of Coachella dates back more than 100 years to 1898 when the Coachella Valley was merely a part of the great undeveloped sand waste of the Colorado River basin. At that time, a heavy growth of mesquite and greasewood covered the Valley.

This area came into being as a place on the map when Jason L. Rector, known as the town's





Jason L. Rector

The townsite was known as Woodspur for the first three years of its existence. Mr. Rector relinquished this work and carried into execution a long cherished plan of surveying the valley. His next step was to put down a well to test the idea that an abundance of water was available for irrigation.

Settlement in the area did not begin until Rector, aided by his brother Lon B. Rector, had a well dug on the raw desert four miles east of Indio. This first well tapped a fine pure artesian water well (on what is now covered by the intersection of Grapefruit Avenue and Fifth Street in Coachella), which descended 550 feet and took eight months to dig. The Rectors completed the well in November of 1900.

This name was agreed upon. The developers formally laid out the town-site in January 1901, and sent a prospectus to the printers, which was to announce the opening of the new town and the tremendous agricultural possibilities in the surrounding area. But the printers returned the prospectus with Conchilla spelled Coachella (misreading the letter "n" for an "a" and misreading the "i" as an "e"). Rather than delay their announcement, Mr. Rector and the others decided to accept the name, which was also adopted by the Valley.



# Community Profile About the City

When it was found out that Mr. Rector had struck water in that arid region, many men came from various places to inspect the result. Before him, large amounts of money had been expanded by several persons interested in the development of the section, but without success. By the well-directed efforts of Mr. Rector, irrigation was made possible and sturdy citizens were located on homesteads to which the prior rights had been forfeited by previous settlers, who on account of being unable to get water, had abandoned their claims.

On December 13, 1946 Coachella incorporated and officially became the "City of Coachella" by a 5-1 majority vote form a city operating under the general laws of the State of California. At the same time the first City Council was elected during the incorporation voting process. Coachella first began as 2.5-square-miles. In the 1950's Coachella started the process to expand into its present sphere that includes 32 square miles. During the progressive 1950s, the city began its evolution towards the economic heights experienced today.

The City is located at the east end of the Coachella Valley approximately 40 miles south of Palm Springs, California. The surrounding area is largely agriculture land to the south; undevel-

oped land to the east and north; and, urban growth to the west. The communities of Coachella -- including Thermal and Mecca -- include more than 70,000 acres of land irrigated by the Colorado River via a complex canal system. This is where many of California's largest crops of lemons, avocados, figs and persimmons are grown.

Significant changes are occurring within the City and in the surrounding area. Coachella is a small, stable community located in the center of



the fastest growing region in the area, the eastern Coachella Valley. The City offers a wealth of opportunity and an unmatched lifestyle for which the whole valley is internationally known.

The "City of Eternal Sunshine - Gateway to the Salton Sea" is largely a young, rural and family -oriented area of the desert. Much of its population is made up of younger Hispanic family groups that enjoy a sense of community and a lifestyle enriched with elements of a proud heritage.



# Community Profile About the City



Coachella's population is long established, with a young median age of 33.5, and is growing fast, 88% since 2000. Coachella's stability is evidenced by its unusually high rate of 63.8% home ownership. The city offers residents extensive community facilities, services and parks.

Since Congress passed the North American Free Trade Agreement (NAFTA), Highway 86, the road that runs through downtown Coachella, has been nicknamed the NAFTA Highway. Hundreds of tractor-trailer trucks pass through on their way to the Mexican border and southern markets. Major issues that will affect the growth of the City and its economic viability in the future are:

- The expansion of the Indian gaming industry in the area.
- Advancement of urban development from the west into Coachella.
- Attractiveness of relatively inexpensive land in a commercially friendly environment.
- The City's ability to obtain financing and other assistance for infrastructure expansion.
- Annexation of new areas into the City.

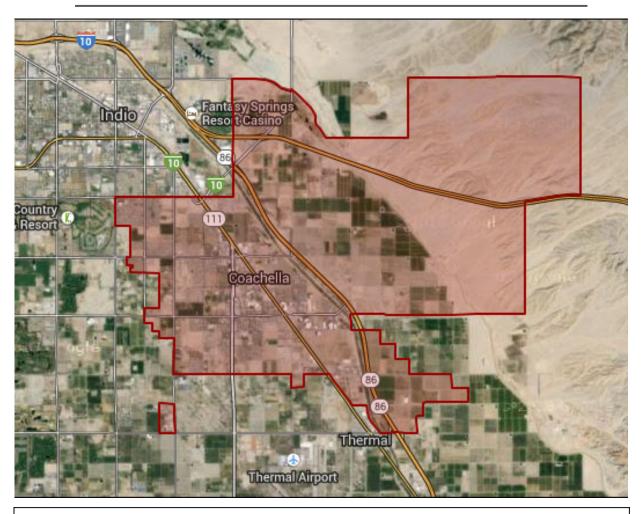
The City of Coachella operates under a council-manager form of government which consists of four Councilmember's, the Mayor and the City Manager. The four City Council members are elected at large for staggered four-year terms. The position of Mayor is also elected at large and serves a two-year term. The Mayor Pro-Tem is elected by the Councilmember's and rotated on an annual basis.

The City of Coachella is a full-service City and provides the following services:

- Police and fire (contracted with Riverside County)
- Highways, engineering, building, streets and park maintenance
- Planning and zoning
- Public improvements
- General administrative services
- Water and sewer services
- Code Enforcement and Animal Control
- Economic Development



# Community Profile Area Map



1876

The city is founded as Woodspur when the Southern Pacific Railroad builds a rail siding.

1901

The citizens vote to rename their 2.5square-mile community Coachella. 1910

Coachella Valley High, the oldest secondary school in the valley, opens.

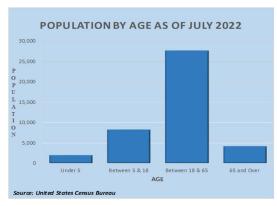
1946

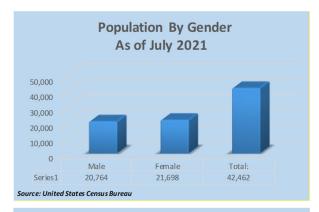
The City of Coachella incorporates. 2001

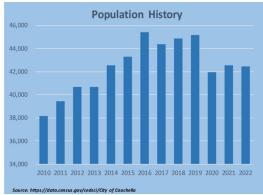
A significant annexation of property takes place, which increases the city's area to 32 square miles.

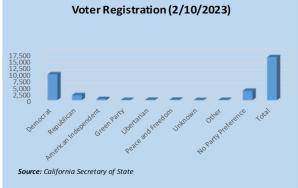


**The Population** of Coachella is long established, with a young median age of 30.8 and a growth rate of 1.2% percent between 2010 and 2018. Populations characteristics are as follows:









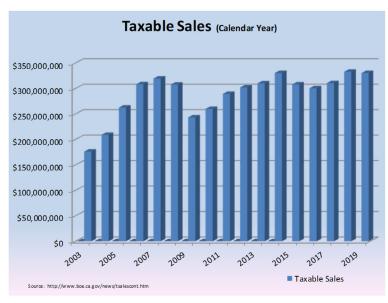


# **Economic Data of Coachella:**

Income as of July 1, 2020				
Median Household Income Average Houshold Income Percapita Income	\$ \$ \$	40,270 54,625 12,336		
Source: california.hometownlocator.com	n			

Assessed Values		
	Billions	
Fiscal Year 2019-20	\$	1,986
Fiscal Year 2018-19	\$	1,878
Fiscal Year 2017-18	\$	1,770
Fiscal Year 2016-17	\$	1,665
Fiscal Year 2015-16	\$	1,569
Source: County fo Riverside Auditor Controller		





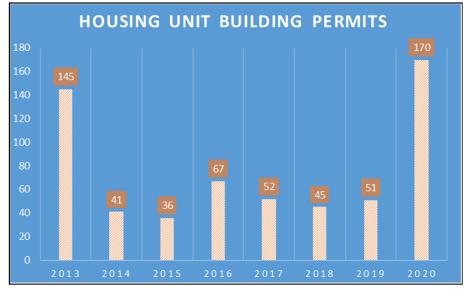


# **Housing Data of Coachella:**











# **Public Safety**

# Police Department—Contract Riverside County Sheriff:

- 17.44 Patrol Officers @ 90 hours per day
- 1 Sheriff's Sergeant
- 1 PACT Deputy (UDC)
- 3 Community Action Team (sdc-b)
- 1 Coachella Valley Violent Gang Task Force Officer
- 1 Coachella Valley Violent Narcotic Crime Task Force Officer
- 3 Community Service Officer II
- 1 Community Service Officer II (3 year Grant)

# Coachella Fire Protection District: Fire Department -Contract Riverside County Fire Department/CAL FIRE

- Medic Engine 79
- 3 Fire Captains
- 1 Engineer
- 1 Engineer Medics
- 1 Firefighter II
- 4 Firefighter II Medics
- 1 Volunteer Program
- 1 Office Assistant





# **Sewer Service**

4.5 Million Gallons

Capacity per day
Disinfected Secondary Level
Treatment Plant



# Municipal Water Plant 3 Reservoirs

10 million gal. Capacity







## **Parks and Recreation:**

City of Coachella parks and recreation provides a variety facilities with diverse services. Currently City of Coachella has eight parks, one tot lot, two community centers, one boxing club, and a swimming pool:

**Bagdouma Park:** 

Baseball/Softball Tables Snack Bar

Barbeques

Benches Swimming pool Bleachers

Pavilion Parking Play Ground

**Dateland Park:** 

Skateboard facility Benches Playground

Open Grass

Rancho De Oro Park:

Base-

Sierra

TO DE UDGATEGINADA DE LA PAREZ DEPAREZ DE LA PAREZ DE

Baseball/Softball

Open Grass Playground

**Veterans Park:** 

TablesBenchesBarbequesBleachersOpen grassStage

**Shady Lane Park:** 

Tables Open grass Drinking Fountain

**Tot Lot Park:** 

Playground Benches Barbeques

Rancho Las Flores Park

Soccer/Football Picnic Tables Playground

Benches

Snack Bar Basketball Courts Drinking fountains



# General Information City Organizational Chart













# To be Updated Water



# To be Updated Water



# Sanitary Resolution



# Sanitary Resolution



## **General Information**

# To be Updated ire Department Resolution



## **General Information**

# To be Updated ire Department Resolution



# General Information Budget Calendar

### FISCAL YEAR 2023-24

Distribute 2023-24 Budget Worksheets	March 2
Review of Revenue Estimates	March 16
Budget Worksheets Due to Finance	March 30
Budget Workshop with Department Staff & Budget Committee	April 3-6
Complete First Draft of 2023-24 Budget	April 13
Review of First Draft	April 17-20
Complete Second Draft of 2023-24 Budget	April 27
Distribute Budget Package to Council	May 3
Budget Study Session	May 10
Budget Study Session (If Necessary)	May 17
Public Hearing & Adopt 2023-24 Budget	May 24
Public Hearing & Adopt 2023-24 Budget (If Continued)	June 14



## General Information The Budget Process

The budget process is determined by local and State statutory requirements. The City of Coachella budget period coincides with the City's fiscal year that begins on the first day of July and ends on the last day of June the following year.

### **BUDGETARY CONTROL**

An annual budget is adopted by the City Council prior to the first day of the fiscal year. If for good and sufficient reason the budget cannot be adopted by the first day of the fiscal year, it shall be adopted no later than forty-five days subsequent to the beginning of the fiscal year. If the budget is not adopted by the beginning of the fiscal year, a resolution authorizing the continuation of necessary and essential expenditures to operate the City shall be adopted prior to the beginning of the fiscal year.

A proposed budget shall be prepared by the City Manager and transmitted to the City Council for its review. Once transmitted to the City Council, the proposed budget is made available for public inspection. A public hearing is held to give the public the opportunity to comment upon the proposed budget. Notice of such public hearing is given in a newspaper of general circulation.

The adoption of the annual budget for each component unit is accomplished by the approval of a Budget Resolution. The level of budgetary control is by department within the fund. Any budget modifications that would result in an appropriation increase, a transfer of appropriations among departments, or an appropriation transfer within a department for the purpose of increasing a salary appropriation requires City Council approval. The City Manager is authorized to transfer non-salary related appropriations within a department budget. All appropriations that are not obligated, encumbered or expended at the end of the fiscal year shall lapse and become part of the unreserved fund balance that may be appropriated for the next fiscal year.

### BUDGET CALENDAR

A budget calendar is prepared in February prior to the year-end of June 30<sup>th</sup> of the same year by the Finance Director and reviewed by the City Manager. The approved budget calendar identifies the dates critical to the budget process. It is developed to assist the City Council and City staff in planning and allocating the necessary resources needed to meet the budget deadline the following June prior to the commencement of the new fiscal year.



# General Information The Budget Process

### **BUDGET PREPARATION PACKAGE**

In late February, the Finance Department prepares and distributes the Budget Preparation Package. The package includes two critical pieces of information necessary to prepare the upcoming budget. First, the maintenance and operations history is used to guide departments in developing their non-personnel expenditure needs for the new fiscal year. Second, staff members are asked to itemize the cost of the capital outlay items they are requesting for the new year. This serves the additional purpose of assisting the Finance Department identify new fixed asset.

### **BUDGET PRESENTATION SESSIONS**

Each year from approximately the beginning of April through mid April the City Manager, the Finance Director, the Accounting Manager (the budget committee) meet with each department and agency to discuss their respective budget packages. These sessions include discussion of goals and objectives, staffing needs, and assumptions used for developing budget line item requests. A computer generated staffing model is employed to create the salary and benefits information based on input from the Human Resources Manager and in conjunction with current bargaining unit agreements. The model generates salary and benefit costs that are combined with non-personnel information and new staffing requests to produce a "full-view" budget package for each department and agency.

### **COUNCIL BUDGET STUDY SESSIONS**

The number of study sessions is usually a function of the amount of time remaining between early-May and the end of May and take place outside of Council meetings for the Council to review the budget as proposed. Typically, there are two such study sessions. During these sessions, the City Council will receive the City Manager's recommendations and a review of the revenue projections by the Finance Director. The discussion usually focuses on short and long-term priorities including goals and objectives as viewed by the Council. At the conclusion of the study sessions the budget committee reconciles the Council feedback with the City Manager's recommendations and prepares a new recommended budget package.

### **BUDGET HEARING AND ADOPTION**

Final adoption of the budget for the City and its agencies is usually scheduled for the last



# General Information The Budget Process

Council meeting in May. Any unresolved items are presented and responses to prior Council study sessions are addressed. A series of resolutions are approved to adopt and implement the budget for the next fiscal year. At the same time next year's Gann spending limit calculation is established and accepted by the Council. After Council approval, the Finance Department prepares and distributes the final budget document. It may be preceded by a special report or schedules to assist department personnel as they make the transition into the new fiscal year.



## General Information Basis of Accounting and Budgeting

On June 30, 1988 the City adopted a Fiscal Control Ordinance that provides for a system of fiscal and budgetary controls. The City's accounting and budget systems are also maintained in accordance with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board pronouncements. Accordingly, the basis of budgeting is consistent with the Annual Comprehensive Financial Report (ACFR).

Governmental funds are prepared on a modified accrual basis while proprietary funds are prepared using the accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when *available* and measurable. Revenues are considered available when they will be collected during the current period or soon enough after the end of the period to pay current year liabilities. Revenues are considered measurable when they are reasonably estimable. Expenditures are generally recognized when the fund liability is incurred, if measurable. Under the accrual basis of accounting, revenues are recognized in the period that they are *earned* and measurable; expenses are recognized in the period incurred if measurable, regardless of when the cash is received.

Under Generally Accepted Accounting Principles, the basis of accounting applied varies by fund type:

- Governmental Funds account for most typical government transactions and focus primarily on the sources, uses, and balances of current financial resources and have a budgetary orientation. Governmental funds employ the modified accrual basis of accounting and include the General Fund, Special Revenue Funds, Debt Service Fund and Capital Projects Fund.
- Proprietary Funds are used to account for a governments ongoing activities that are similar to business found in the private sector. Proprietary funds focus on the determination of net income, the changes in net assets, financial position, and cash flows. These funds utilize the accrual basis of accounting and include Enterprise Funds.
- Fiduciary funds are used to account for assets used by a governmental unit in a trustee capacity or agent for individuals, private organizations, and other governmental units. Fiduciary Funds focus on net assets and changes in net assets. Fiduciary funds use the accrual basis of accounting except for the recognition of certain liabilities of defined benefit pension plans.



## General Information List of Funds

### **Governmental Funds**

### **General Fund**

101 General Fund

### **Special Revenue Funds**

- 108 Road Maintenance-Dillon Road
- 109 Road Maintenance & Rehabilitation (SB 1)
- 111 State Gas Tax
- 112 Air Quality Improvement
- 117 Local Transportation Measure A
- 120 Dev Impact Fee -Park Land
- 121 Dev Impact Fee -Library
- 126 Dev Impact Fee -Park Improvement
- 127 Dev Impact Fee -Streets & Transp.
- 128 Dev Impact Fee -Police Facilities
- 129 Dev Impact Fee -General Gov't
- 130 Dev Impact Fee Fire Facilities
- 131 Dev Impact Fee Public Arts
- 152 Grants
- 160 Landscape & Lighting Districts
- 210 CDBG Community Development Block Grant
- 212 CDBG Home Rehabilitation Program
- 222 HOME Program
- 232 CAL HOME Program
- 240 Fire Protection District
- 242 Community Facility District-Police

### **Capital Projects**

182 Capital Improvement Projects

### **Enterprise Funds**

- 177 Water Connection Fees
- 178 Water Authority
- 361 Sewer Connection Fees
- 361 Sanitary District



# General Information Department Fund Matrix

	City Council	City Clerk	City Attomey	City Manager	Human Resources	Grants Manager	Economic Development	Finance	General Government	Information Technology	Fleet Maintenance	Building Maintenance	Development Services/Planning	Building	Engineering	Parks and Recreation	Seniors Program	Public Works -Administration	Public Works -Streets	Public Works -Graffiti	Public Works -Parks	Police Services	Fire Protection Services	Code Enforcement	Abandoned Vahicke Program	Emergency Services	Animal Control
101 General Fund																											
108 Road Maintenance-Dillon Rd.																											Ш
109 Road Maintenance & Rehabilitation (SB 1)																											
111 State Gas Tax																											Ш
112 Air Quality Improvement																											Ш
117 Local Transportation - Measure A																											Ш
120 Dev Impact Fee -Park Land																											Ш
121 Dev Impact Fee -Library																											Ш
122 Dev Impact Fee -Bridge & Grade Separation																											Ш
123 Dev Impact Fee -Bus Shelter																										$\square$	
124 Dev Impact Fee -Traffic Safety																										$\square$	
125 Dev Impact Fee -General Plan																											Ш
126 Dev Impact Fee -Park Improvement																											Ш
127 Dev Impact Fee -Streets & Transp.																										ш	ш
128 Dev Impact Fee -Police Facilities																											Ш
129 Dev Impact Fee -General Gov't																											Ш
130 Dev Impact Fee - Fire Facilities																											Ш
131 Dev Impact Fee - Public Arts																											Ш
152 Grants																										$\square$	
160 Landscape & Lighting Districts																											Ш
210 CDBG - Community Development Block Gran	t																									ш	ш
212 DCBG Home Rehabilitation Program																										$\sqcup$	ш
222 HOME Program																										ш	ш
230 CAL HOME Program																										$\sqcup$	ш
240 Fire Protection District																										$\vdash$	ш
241 Community Facility District-Fire																										$\sqcup$	ш
242 Community Facility District-Police																					ļ					Щ	Ш
390 Education and Gov't Access Cable																										$\vdash$	Ш
177 Water Connection Fees																										$\vdash$	Ш
178 Water Utility																										$\vdash$	Ш
360 Sewer Connection Fees																										$\vdash$	Ш
361 Sanitary District																										$\vdash$	Ш
182 CIP Projects Fund																										ш	ш



Of the many forms of revenue available to the City, Coachella has traditionally broken down revenue sources into eight major classifications in the General Fund. They include:

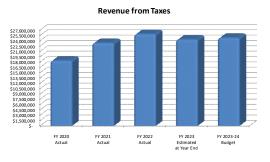
- Taxes
- Property Taxes
- Sales Tax
- Business License Fees
- Charge for Services
- Fines and Forfeitures
- Use of Money and Property
- Other Funds

Revenues are used to offset the cost of operations. Each fiscal year the City conservatively estimates revenues using historical growth models and current economic trends. Since revenues are projected using a conservative approach, actual revenues may exceed estimated projections.

### **Taxes**

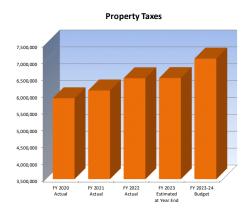
Taxes represent a "non-exchange" transaction and are mandatory charges imposed by a government

to provide services for the common benefit. The taxes received by the City of Coachella include Property Tax, Sales Tax, Franchise Tax, Utility Users Tax, and Document Transfer Tax. In addition, during the November 2014 primary election, the voters of the City approved an additional 1% Sales Tax (Measure U). Total revenue from taxes is projected to be \$33.7 million in FY 2023-24 which represents a projected overall increase of 3.9% over FY 2022-23. Of this amount the Measure U is projected to earn approximately 6.3 million in the current year.



### **Property Tax:**

Property taxes are assessed and collected by the County of Riverside at the base rate of 1% of the assessed valuation. Property taxes are projected to be \$975,500 million in FY 2023-24 which represents a projected overall increase of 38.0% over FY 2022-23.

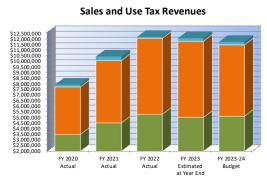




### **Sales Tax:**

The sales and use tax rate for Riverside County and the City of Coachella is 8.75%. Of this amount the City receives 1.75%, the County of Riverside receives .25%, the State of California receives 6.25% and .5% goes to the County for various transportation purposes, as authorized by "Measure A".

The City is projecting a decrease of 2.72% on sales and use tax revenues in Fiscal Year 2023-24.



### **Business License Fees:**

Business license fees are imposed by the City for conducting business transactions within City limits. The fees are based on certain criteria such as gross income, location size, number of vehicles, or some other tangible measure.

The City is projecting Business License Fees to increase 7.02% in Fiscal Year 2023-24.



### **Charges for Services**

Fees or service charges are imposed on the user for a specific service rendered based on the rational that the benefiting party should bear the cost of the service rather than the general public. These charges include construction permits, engineering and plan check fees, certificate of occupancy fees, and zoning and sub-division fees.



### **Fines and Forfeitures**

Fines and forfeitures are another form of a "non-exchange" transaction.

The State of California imposes fines and penalties for traffic and parking violations. These revenues are collected and distributed through the County court system. A portion of these fees, less administrative charges, is distributed to the City. The 2023-2024 budget year projects revenue from this source to be 50% lower than the prior fiscal year.

### **Intergovernmental**

There are four types of Intergovernmental revenues: entitlements, shared revenues, payments in lieu of tax, and grants. Of these categories, shared revenues is the largest revenue generator for the City of Coachella.

### **Use of Money and Property**

Interest income, rent payments for use of property, miscellaneous contributions and other donations contribute to this revenue category.

### **Other Funds**

### **Special Revenue Funds**

Special Revenue Funds account for revenues that can only be used for certain specific purposes as defined by law or administrative action. Allocation of funds will probably have a series of covenants and guidelines that the recipients must follow. Most special revenue funds are either grants or subventions from the state and federal governments designed for a variety of purposes from public safety to air quality. In addition, special revenue funds account for the City's Landscape and Lighting Districts and Community Facilities Districts. Each special revenue fund has its own independent budget with its own revenue and expenditure accounts.

In addition, some of the revenues are derived from special gas tax allocations and County Measure A funds.

### **Debt Service Fund**

Debt service funds are used to account for money that will be used to pay the interest and principal on long-term debts.



### **Enterprise Funds**

Enterprise Funds account for activities that the City operates like private business enterprises. In these situations, the City acts as a municipal corporation to recover the costs of providing certain types of services primarily through user charges. These costs include operating expenses and the capital cost of maintaining, replacing, upgrading, adding to the capital stock and also other expenditure purposes such as the advancement of public health and safety.



There are two Enterprise Funds with in the City of Coachella the Coachella Water Authority, and Coachella Sanitary District. The Water Authority and Sanitary District are wholly owned component units of the City with their own separate Board of Directors. Each Enterprise Fund has an independent budget with its own revenue and expenditure accounts. The General Fund captures administrative and overhead charges from the various Enterprise Funds in connection with water, sewer and refuse billing and other services provided. The City works diligently to ensure compliance with all Proposition 218 requirements in regards to rate setting and allowable costs.

### **Capital Projects Funds**

Capital Project Funds account for the financial transactions used for the acquisition or construction of capital facilities. The total cost of a capital project is accumulated in this fund and accumulates until the project is completed, at which time the fund ceases to exist.



## Summary Schedules Ending Fund Balances

		Projected Fund Balance at 7/1/2023	2023-24 Revenues & Other Sources	2023-24 Appropriations & Other Uses	Revenues Over (Under) Appropriations	Projected Fund Balance at 6/30/2024
GENERA	L FUND					
101	General Fund	\$ 33,835,088	\$ 33,697,764	\$ 33,501,511	\$ 196,253	\$ 34,031,341
SPECIA	L REVENUE FUNDS					
108	Road Maintenance-Dillon Road	118,061	50,000	-	50,000	168,061
109	Road Maintenance & Rehab (SB 1)	610,951	1,042,000	1,533,134	(491,134)	119,817
111	State Gas Tax	441,218	1,208,000	1,208,000	-	441,218
112	Air Quality Improvement	90,457	60,500	45,000	15,500	105,957
117	Local Transportation - Measure A	971,400	840,000	1,646,512	(806,512)	164,888
120	Dev Imp Fee - Park Land	445,023	397,138	-	397,138	842,161
121	Dev Imp Fee - Library	(11,461,599)	169,897	50,000	119,897	(11,341,702)
126	Dev Imp Fee - Park Improvement	1,308,293	2,302,360	1,306,330	996,030	2,304,323
127	Dev Imp Fee - Streets/Transp.	(3,375,556)	569,191	2,313,997	(1,744,806)	(5,120,362)
128	Dev Imp Fee - Police Facilities	781,434	90,636	-	90,636	872,070
129	Dev Imp Fee - General Gov't	(3,650,575)	697,118	156,515	540,603	(3,109,972)
130	Dev Imp Fee - Fire Facilities	1,248,536	528,004	1,800,000	(1,271,996)	(23,460)
131	Dev Imp Fee - Art Public	223,533	84,500	44,258	40,242	263,775
152	Grants	(4,487,386)	13,389,918	13,389,918	-	(4,487,386)
160	Landscape & Lighting Districts	520,216	2,538,148	4,068,963	(1,530,815)	(1,010,599)
210	CDBG	154,755	810,000	810,000	-	154,755
212	CDBG Home Rehabilitation Program	647,228	-	-	-	647,228
222	HOME Program	4,634,484	-	-	-	4,634,484
232	CAL HOME Program	701,311	-	-	-	701,311
240	Fire Protection District	350,000	4,623,149	4,623,149	-	350,000
242	Community Facility District - Police	8,100	1,783,500	1,783,500	-	8,100
	Total Special Revenue Funds	\$ (9,720,115)	\$ 31,184,059	\$ 34,779,276	\$ (3,595,217)	\$(13,315,332)
ENTERP	RISE FUNDS					
178	Water Authority	\$ 23,817,804	\$ 9,823,773	\$ 14,407,915	\$ (4,584,142)	\$ 19,233,662
361	Sanitary District	22,215,596	10,043,169	13,188,092	(3,144,923)	19,070,673
	Total Enterprise Funds	\$ 46,033,400	\$ 19,866,942	\$ 27,596,007	\$ (7,729,065)	\$ 38,304,335
CAPITA	L PROJECTS					
182	Capital Improvement Projects	\$(10,273,530)	\$ 27,698,835	\$ 27,698,835	\$ -	\$(10,273,530)
102	capital improvement riojects	ψ(10,275,330)	¥ 21,096,633	¥ 27,076,033	-	ψ(10,273,330)
De bt Se						
195	State Gas T ax	\$ 11,238,290	\$ 1,967,919	\$ 1,996,087	\$ (28,168)	\$ 11,210,122
	TOTAL	\$ 71,113,133	\$ 114,415,519	\$ 125,571,715	\$ (11,156,197)	\$ 59,956,936



## Summary Schedules General Fund Balance

		7/01/2023 and Balance	2	scal Year 2022-23 Changes	6	Projected 5/30/2024 nd Balance
Fund Balance:						
Nonexpendable Committed Assigned Unrestricted	\$	9,671,209 6,701,122 4,600,000 12,862,757	\$	196,253	\$	9,671,209 6,701,122 4,600,000 13,059,010
Total Fund Balance	\$	33,835,088	\$	196,253	\$	34,031,341
	Sale City Rec Unf	nments: es tax uncertaint financial syste organization stat funded actuarial enue 50 widen in	\$	1,500,000 600,000 600,000 1,400,000 500,000		
					\$	4,600,000



## Summary Schedules Revenue by Fund

		FY 2020-21	FY 2021-22	FY 2022-23 Estimated	FY 2023-24 Budget
		Actual	Actual	Year End	Initial
GENERAL FU	IND				
101	General Fund	\$ 30,683,719	\$ 36,764,667	\$ 32,431,802	\$ 33,697,764
SPECIAL RE	VENUE FUNDS				
108	Road Maintenance-Dillon Road	\$ 69,428	\$ 45,073	\$ 25,000	\$ 50,000
109	Road Maintenance & Rehabilitation (SB 1)	865,414	937,396	892,000	1,042,000
111	State Gas Tax	1,036,835	1,124,756	1,100,000	1,208,000
112	Air Quality Improvement	75,989	58,876	57,518	60,500
117	Local Transportation - Measure A	768,423	834,043	615,602	840,000
120	Dev Imp Fee - Park Land	332,043	1,071,905	699,000	397,138
121	Dev Imp Fee - Library	145,857	111,243	156,000	169,897
126	Dev Imp Fee - Park Improvement	1,155,895	1,069,875	845,000	2,302,360
127	Dev Imp Fee - Streets/Transp.	862,568	664,727	782,000	569,191
128	Dev Imp Fee - Police Facilities	78,654	39,057	68,675	90,636
129	Dev Imp Fee - General Gov't	610,728	462,033	524,000	697,118
130	Dev Imp Fee - Fire Facilities	453,690	299,783	398,250	528,004
131	Dev Imp Fee - Art Public	127,355	101,309	2,000	84,500
152	Grants	2,883,353	1,046,894	20,756,307	13,389,918
160	Landscape & Lighting Districts	2,040,443	2,087,665	2,286,137	2,538,148
210	CDBG	229,367	957	725,000	810,000
212	CDBG Home Rehabilitation Program	1,203	2,512	-	-
240	Fire Protection District	3,210,218	3,492,549	4,236,322	4,623,149
242	Community Facility District - Police	1,282,411	1,308,975	1,431,000	1,783,500
390	Educational & Gov't Access Cable	11,580	2,405		-
	Total Special Revenue Funds	\$ 16,241,454	\$ 14,762,033	\$ 35,599,811	\$ 31,184,059
ENTERPRISE	FUNDS				
178	Water Authority	\$ 7,751,286	\$ 8,014,603	\$ 8,907,500	\$ 9,823,773
361	Sanitary District	9,440,680	9,244,771	11,150,683	10,043,169
	Total Enterprise Funds	\$ 17,191,966	\$ 17,259,374	\$ 20,058,183	\$ 19,866,942
CAPITAL PR	ROJECTS				
182	Capital Improvement Projects	\$ 8,391,347	\$ 8,001,823	\$ 8,503,407	\$ 27,698,835
DEBT SERVI	CE				
195	Debt serivce	\$ 13,641,370	\$ 1,384,686	\$ 1,983,015	\$ 1,967,919
	TOTAL ALL FUNDS	\$ 86,149,856	\$ 78,172,583	\$ 98,576,218	\$114,415,518
					,,



## Summary Schedules Expenditures by Fund

		1	FY 2020-21 Actual	1	FY 2021-22 Actual		Y 2022-23 Estimated Year End	F	Y 2023-24 Initial Budget
GENERA	AL FUND								
101	General Fund	\$	26,834,527	\$	25,202,209	\$	32,431,802	\$	33,501,511
SPECIA	L REVENUE FUNDS								
108	Road Maintenance-Dillon Road	\$	66,642	\$	-	\$	-	\$	-
109	Road Maintenance & Rehabilitation (SB 1)		1,493,010		309,590		1,401,661		1,533,134
111	State Gas Tax		1,036,835		683,538		1,100,000		1,208,000
112	Air Quality Improvement		46,211		45,950		45,000		45,000
117	Local Transportation - Measure A		270,288		604,249		561,815		1,646,512
121	Dev Imp Fee - Library		2,988		8,488		30,000		50,000
126	Dev Imp Fee - Park Improvement		670,704		2,537		-		1,306,330
127	Dev Imp Fee - Streets/Transp.		371,394		1,955,000		2,570,567		2,313,997
128	Dev Imp Fee - Police Facilities		883		-		-		-
129	Dev Imp Fee - General Gov't		138,845		121,986		106,515		156,515
130	Dev Imp Fee - Fire Facilities		85,600		26,030		1,068,718		1,800,000
131	Dev Imp Fee - Public Arts		119,745		63,888		38,000		44,258
152	Grants		6,885,077		4,752,045		16,878,015		13,389,918
160	Landscape & Lighting Districts		1,941,483		2,074,038		4,013,854		4,068,963
210	CDBG		233		18,890		725,000		810,000
212	CDBG Home Rehabilitation Program		-		-		-		-
240	Fire Protection District		3,088,011		3,142,549		4,236,322		4,623,149
242	Community Facility District - Police		1,282,411		1,300,875		1,431,000		1,783,500
	Total Special Revenue Funds	\$	17,500,360	\$	15,109,653	\$	34,206,467	\$	34,779,276
ENTER	PRISE FUNDS								
178	Water Authority	\$	7,354,964	\$	7,354,964	\$	14,068,382	\$	14,407,915
361	Sanitary District	Ф		Þ	8,535,800	•		φ	13,188,092
301			8,535,800				10,449,542	_	
	Total Enterprise Funds	\$	15,890,765	\$	15,890,765	\$	24,517,924	\$	27,596,007
CAPITA	AL PROJECTS								
182	Capital Improvement Projects	\$	8,391,347	\$	5,469,833	\$	19,364,094	\$	27,698,835
DEBT S	ERVICE								
195	Debt Service	\$	1,248,653	\$	1,248,653	\$	2,002,095	\$	1,996,087
	TOTAL ALL FUNDS	\$	69,865,651	\$	62,921,113	\$	112,522,382	\$	125,571,715



# Summary Schedules Salaries and Benefits by Department

### City of Coachella Salaries and Benefits by Department Fiscal Year 2023-24

		Salaries	27	Benefits		Total
General Fund						
General - City Council	\$	67,595	\$	167,257	\$	234,851
General - City Clerk	Ψ	29,445	Ψ	46,312	Ψ	75,757
General - City Manager		154,648		72,891		227,539
General - Human Resources		186,520		96,133		282,653
General - Public Information Officer		132,275		59,012		191,287
General - Grants Administration		96,359		40,441		136,800
General - Finance Department		568,307		273,820		842,127
General - Information Technology		213,764		120,663		334,427
Economic Development Department		204,234		124,374		328,607
Development Services - Administration		217,794		90,204		307,998
Development Services - Planning		260,644		137,835		398,479
Development Services - Canabis Complaince		92,042		45,175		137,217
Development Services - Building Department		250,723		135,633		386,356
Development Services - Graffiti		60,709		33,279		93,988
Development Services - Code Enforcement		431,263		203,435		634,698
Development Services - AVA Program		117,923		56,067		173,991
Engineering Department		481,545		224,157		705,702
Public Works - Administration		202,761		84,854		287,615
Public Works - Parks and Recreation		35,431		22,682		58,113
Public Works - Seniors Program		203,945		121,545		325,490
Public Works - Fleet Maintenance		193,846		92,143		285,989
Public Works - Building Maintenance		227,428		151,239		378,667
Public Works - Streets		549,202		388,723		937,926
Public Works - Parks		298,929		206,102		505,031
Total General Fund	\$	5,277,332	\$	2,993,977	\$	8,271,309
Landscape and Lighting Districts	\$	126,274	\$	66,531	\$	192,805
Water Authority						
Administration	\$	818,933	\$	388,510	\$	1,207,443
Operations		940,889		568,698		1,509,587
Total Water Agency	\$	1,759,822	\$	957,208	\$	2,717,030
Sanitary District						
Administration	\$	705,390	\$	329,668	\$	1,035,058
Operations	•	935,314		549,399		1,484,713
Total Sanitary District	\$	1,640,704	\$	879,067	\$	2,519,770
GRAND TOTAL	s	8,804,131	\$	4,896,782	\$	13,700,913
		5,551,261		.,02 0,7 02		

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# Summary Schedules Staffing History



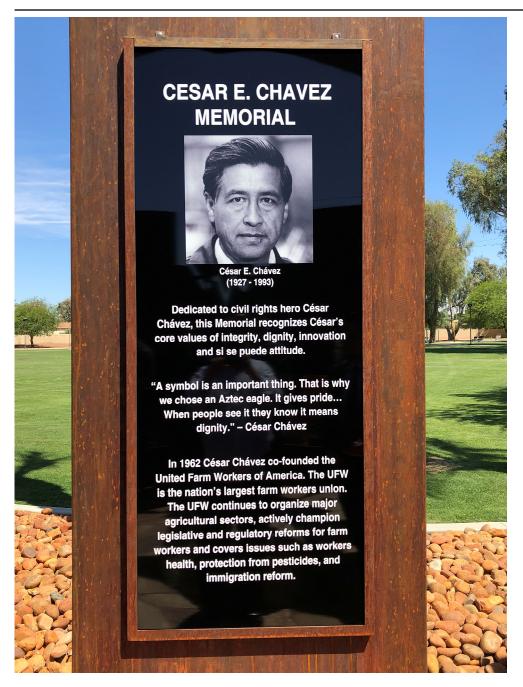








### Cesar E. Chavez





## Summary Schedules 2023-2024 Appropriations Limit

The Appropriation Limit, more commonly referred to as the Gann Initiative or Gann Limit, was approved by voters in 1979. This initiative placed a restriction on the amount of tax proceeds that State and local governments can receive and spend each year. In 1990 Proposition 111 was passed by the voters of California which made the formulas used to calculate the Limit more responsive to local growth issues. The Limit is based on actual appropriations during the base year, Fiscal Year 1978-79, and is increased each year by using a formula based on the change in population and the change in per capita personal income (see calculation below). During any fiscal year, cities may not appropriate any tax proceeds, including property and sales taxes as well as motor vehicle license fees, they receive in excess of the Limit. Any excess funds received in any one year is carried over to the next fiscal year to be used if they are below their Appropriation Limit that year. Excess funds remaining after the second year have to be returned to the taxpayers by reducing tax rates or fees unless a majority of voters approve an override to increase the Limit. Any override may last up to four years maximum.

### City of Coachella

### 2023-24 Appropriation Limit

### **Price and Population Conversions**

Change in Per Capita Personal income			4.44%
Conversion to Ratio	$\frac{4.44 + 100}{100}$	=	1.0444
Population Change	200		1.26%
Conversion to Ratio	$\frac{1.26 + 100}{100}$	=	1.0126
Change Factor	1.0444 x 1.0126	=	1.0576

#### Appropriation Limit Calculations

	Resolution #	20	22-23 Limit	Rate Change	<u>20</u>	23-24 Limit
City	2023-XX	\$	50,700,678	1.0576	\$	53,621,037
Sanitary	SD 2023-XX	\$	8,282,361	1.0576	\$	8,759,425
Fire District	FD 2023-XX	\$	4,476,778	1.0576	\$	4,734,641

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### **General Fund Revenues**

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
	Taxes				
101-11-110-10-301-000	Property Taxes - Secured	\$ 411,779	\$ 436,560	\$ 440,000	\$ 470,000
101-11-110-10-303-000	Property Taxes - Supplemental	103,490	96,066	59,000	100,000
101-11-110-10-304-000	Property Taxes - Unsecured	17,299	21,064	22,000	22,000
101-11-110-10-310-000	Sales and Use Tax 1% (Measure U-415)	5,510,150	6,708,021	6,725,835	6,300,000
101-11-110-10-313-000	Sales Tax - Bradley Burns	4,504,913	5,274,848	5,000,000	5,100,000
101-11-110-10-314-000	Property Transfer Tax	120,333	128,964	77,000	100,000
101-11-110-10-315-000	Business License - Annual Fee	21,880	25,560	25,000	25,000
101-11-110-10-316-000	Business License Tax	538,988	614,316	570,000	610,000
101-11-110-10-317-000	Construction Tax	527,192	604,019	520,000	516,000
101-11-110-10-318-000	Franchise Tax	1,015,838	1,311,755	1,029,000	1,200,000
101-11-110-10-319-000	Delinquent Taxes, Penalties and Interest	4,327	6,908	3,500	5,000
101-11-110-10-320-000	Utility Users Tax	2,413,756	2,775,925	2,615,000	2,800,000
101-11-110-10-322-000	TOT-Short Term Vacation Rentals (9%)	533,044	710,666	380,060	500,000
101-11-110-10-325-000	Business License SB 1186 Fee	4,432	5,204	4,000	4,000
101-11-110-10-332-000	Cannabis - Cultivation	1,229,184	669,246	400,000	200,000
101-11-110-10-333-000	Cannabis - Manufacturing	32,125	2,156	-	2,000
101-11-110-10-335-000	Cannabis - Retail	636,130	684,349	600,000	500,000
101-11-110-10-336-000	Cannabis - Distribution	75	21,418	-	-
101-11-110-10-337-000	Cannabis - Penalties & Interest	14,092	72	-	-
101-11-110-10-398-000	RPTTF Residual	68,511	345,480	161,000	350,000
101-11-110-30-333-000	Homeowners Prop Tax Relief	3,895	3,894	3,500	3,800
101-11-110-30-334-000	Property Tax In Lieu of VLF	5,005,722	5,273,220	5,408,000	5,700,000
101-11-110-30-335-000	Motor Vehide In Lieu of Fees	34,608	55,250	52,000	52,000
101-11-110-30-336-000	Property Tax In Lieu	353,182	115,737	263,000	263,000
101-11-110-10-396-000	RPTTF Pass-Through	266,487	-	-	-
	Sub-Total Taxes	\$ 23,371,431	\$ 25,890,695	\$ 24,357,895	\$ 24,822,800
	Licenses and Permits				
101-11-131-20-321-000	Other Licenses and Permits	\$ 3,170	\$ 15,560	\$ 14,000	\$ 15,000
101-11-144-20-320-000	Building Permits - Building	627,884	700,357	489,000	520,000
101-11-145-20-321-000	Other Licenses and Permits - Engineering	17,196	22,185	20,000	20,000
	Sub-Total Licenses and Permits	\$ 648,250	\$ 738,102	\$ 523,000	\$ 555,000
	Charges for Services				
101-11-141-40-332-000	Community development administration fee	\$ -	\$ 3,220	\$ -	\$ -
101-11-141-40-341-000	Zoning and Subdivision Fees - Planning	156,266	137,690	208,000	200,000
101-11-144-20-322-000	Development Agreement Fee	-	149,690	-	-
101-11-144-40-346-000	Certificate of Occupancy Fees - Building	45,056	57,856	42,000	90,000
101-11-144-40-347-000	Plan Check Fees - Building	144,685	190,852	125,000	150,000
101-11-145-40-345-000	PW Inspection Fees - Engineering	79,439	447,599	78,000	120,000
101-11-145-40-347-000	Plan Check Fees - Engineering	135,304	294,626	312,000	250,000
101-11-145-40-369-000	Other Revenue - Engineering	-	-	-	5,000
	Sub-Total Charges for Services	\$ 560,751	\$ 1,281,533	\$ 765,000	\$ 815,000



### **General Fund Revenues (Continued)**

		FY 2020-21 Actual	FY 2021-22 Actual	1	Y 2022-23 Es timated Year End	F	Y 2023-24 Initial Budget
	Fines and Forfeitures						
101-11-150-60-351-000	Parking Citations / Vehicle Recovery Fees	\$ 54,040	\$ 73,251	\$	55,000	\$	60,000
101-11-150-60-353-000	Court Fees and Fines	26,026	27,266		30,000		15,000
101-11-150-60-354-000	Parking Bail Fees	386	14,485		12,000		12,000
101-11-150-60-356-000	Park Citations	61,007	146,804		70,000		140,000
101-11-150-60-369-000	Other Revenue - Police Services	124	-		3,000		3,000
101-11-155-20-321-000	A bandoned Residential Property	65	_		3,000		-
	Sub-Total Fines & Forfeitures	\$ 141,647	\$ 261,806	\$	173,000	\$	230,000
	Intergovernmental						
101-11-110-40-332-000	General Government Administration Fees	\$ 125,000	\$ 125,000	\$	250,000	\$	77,000
101-11-110-40-332-000	Waste Transfer Station-JPA Income	450,000	700,000	3	825,000	Ψ	450,000
101-11-150-10-527-000	Other intergovernental Revenue	97,190	31,045		45,000		40,000
101-11-150-30-331-000	State Grant Revenue SLESA	98,393	226,556		100,000		100,000
101-11-150-30-331-000	JA G 2017 County	90,393	10.052		100,000		100,000
101-11-150-10-017-000	JAG 2017 County  JAG 2018 - City of Riverside Co-Op	7,704	10,032		-		. <del>.</del>
101-11-150-10-019-000	JAG 2019	9.037			-		Ō
101-11-311-30-331-000	State Grant Revenues 1/2% Sales Tax	170,728	147,980		156,816		164,657
101-11-311-30-343-000	Abandoned Vehicle Grant Revenue	125,865	125,861		44,000		75,000
101-11-150-30-332-000	Riverside County - PACT	109,599	125,001		-1,000		75,000
	Sub-total Intergovernmental	\$ 1,193,516	\$ 1,366,494	\$	1,420,816	\$	906,657
	Sub-total intergovernmental	\$ 1,193,310	3 1,300,494	3	1,420,610	•	900,037
	Interest and Other Revenue						
101-11-110-70-361-000	Interest Income	\$ 85,955	\$ 148,074	\$	75,000	\$	75,000
101-11-110-70-362-000	Rents and Royalties	98,142	251,049		60,000		80,000
101-11-110-70-375-000	Rental of Community Center	531	1,239		2,000		2,000
101-11-110-70-385-000	Lease reveue	-	-		316,000		316,000
101-11-110-70-380-000	Rental of Park Fields	212	10,925		50,000		25,000
101-11-110-90-349-000	Refunds, Rebates and Reimbursements	72,260	64,278		50,000		25,000
101-11-110-90-367-000	Contributions and Donations	600	663		-		-
101-11-110-90-369-000	Other Revenue - General Revenue	328,332	2,948,844		5,000		5,000
101-11-131-90-369-000	Other Revenue - Finance /Administration	37,356	32,934		15,000		15,000
101-11-144-20-369-000	Other Revenue - Charge for Services	77,515	29,053		3,000		3,000
101-11-311-90-369-000	Miscellaneous Revenue	500	-		-		-
101-11-147-40-350-000	Senior Excursions	-	263		-		-
101-11-170-70-364-000	Unrealized gain/loss on investment	(92,489)	(417,112)	)	-		-
101-11-160-10-442-000	Sponsorship-Holiday Carnival	-	19,563		-		-
101-11-147-90-367-000	Senior Donations/Sponsorships	200	500		-		-
	Sub-Total Interest & Other Revenue	\$ 609,115	\$ 3,090,273	\$	576,000	\$	546,000
	Total General Fund Revenues	\$ 26,524,710	\$ 32,628,903	\$	27,815,711	\$	27,875,457



### **General Fund Revenues (Continued)**

		FY 2020-21 FY 2021-22 Actual Actual		FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
	Transfers In				
101-11-117-90-111-000	Transfers From Gas Tax	\$ 678.927	s -	\$ 740,500	\$ 853,600
101-11-117-90-195-000	Transfer From Other	\$ 070,527	_	156,000	• 055,000
101-11-118-90-160-000	Transfer From L&LD-Gen Gov't Admin Fees	314,196		130,000	_
101-11-118-90-178-000	Transfer From Water-Gen Gov't Admin Fees	759.279	_	_	_
101-11-118-90-361-000	Transfer From Sewer-Gen Gov't Admin Fees	941,259	_	_	_
101-11-150-90-242-000	Transfer From Police Services	1,276,362	_	_	_
101-11-240-90-240-000	Transfer In From Fire -240	188,986	_	-	-
101-11-900-90-999-111	Transfer in - Fund 111 Gas Tax	-	683,472	_	
101-11-900-90-999-152	Transfer in - 152 Grants	_	199,366	128,000	_
101-11-900-90-999-160	Transfer in - 160 LLMD OH Allocation	_	320,000	226,158	398,566
101-11-900-90-999-178	Transfer in - 178 Water OH Allocation	_	601,436	793,115	1.093,372
101-11-900-90-999-242	Transfer in - Fund 242 Police CFD	_	1,294,973	1,426,000	1,777,500
101-11-900-90-999-361	Transfer in - 361 Sanitary OH Allocation		981,028	798,920	1,123,407
101-11-900-90-999-390	Transfer in - Fund 390	_	55,489	-	-
101-11-900-90-999-240	Transfer In From Fire -240	-	-	347,398	575,862
	Sub-Total Transfers In	\$ 4,159,009	\$ 4,135,764	\$ 4,616,091	\$ 5,822,307
	<b>Total General Fund Revenue and Transfers</b>	\$ 30,683,719	\$ 36,764,667	\$ 32,431,802	\$ 33,697,764



The general fund is the main operating fund of the City of Coachella. It is used to account for all financial resources except where legal, administrative or Generally Accepted Accounting Principles (GAAP) requirements cause them to be accounted for in another fund.

The City's general fund activity includes departments that serve the general public as well as functions that provide administrative support to the various departments within the government and its agencies. The table shown below provides a summary list of the general fund Departments and their respective budgets.

### **General Fund Expenditures by Department**

Department Name	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Es timated Year End	FY 2023-24 Initial Budget
City Council	\$ 173,279	\$ 194,235	\$ 282,974	\$ 276,601
City Clerk	111,446	92,527	145,350	104,107
Admin - City Attorney	742,903	667,803	972,500	772,000
Admin - City Manager	401,947	368,293	521,142	251,289
Admin - Public Information Officer	-	-	-	210,087
Admin - Human Resources	240,969	232,801	345,063	348,075
Admin - General Government	2,735,255	3,208,664	4,216,840	4,582,314
Economic Development Department	176,045	71,602	205,331	413,607
Economic Development - Grant Administration	81,690	98,701	153,723	149,800
Finance Department	691,759	721,200	1,108,724	1,055,777
Finance Department - IT	528,882	745,824	665,885	846,465
Development Services - Administration	-	-	275,649	307,998
Development Services - Planning	795,031	629,995	761,122	626,952
Development Services - Building	347,927	302,997	522,511	479,337
Development Services - Code Enforcement	366,007	379,010	537,095	760,598
Development Services - AVA	144,019	159,769	184,881	223,991
Development Services - Graffiti	93,860	64,322	219,954	215,488
Development Services - Cannabis Compliance	-	-	159,209	142,302
Engineering Department	985,678	797,722	1,024,852	952,302
Public Works - Administration	174,004	177,288	343,174	324,115
Public Works - Streets Maintenance	1,337,247	1,645,237	1,512,975	1,772,926
Public Works - Parks Maintenance	1,703,889	1,892,289	2,101,119	2,046,531
Public Works - Building Maintenance	740,204	1,069,676	1,201,536	1,336,367
Public Works - Fleet Maintenance	506,515	563,418	652,384	785,989
Public Works - Recreation Programs	255,059	370,912	329,929	168,113
Public Works - Seniors Program	284,865	320,037	416,352	477,890
Public Safety - Police Services	9,742,667	9,879,822	10,584,902	10,760,440
Public Safety - Animal Control	221,763	345,793	437,740	490,000
Public Safety - Emergency Serivices	73,063	125,415	-	80,000
Public Safety - Fire Services	1,619,302	1,709,174	2,408,322	2,540,049
Total	\$ 25,275,272	\$ 27,030,786	\$ 32,431,802	\$ 33,501,511



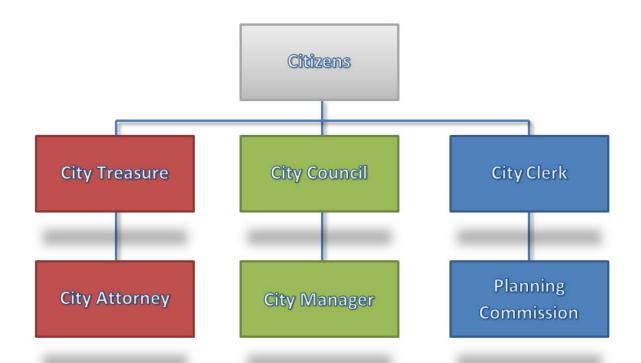
### **General Fund Expenditures by Category**

	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Inicial Budget
Salaries and benefits	\$ 6,750,119	\$ 6,161,739	\$ 7,646,710	\$ 7,832,161
Donations/Contributions/Events	118,952	478,021	745,000	725,000
Administrative expenses	12,641	11,377	15,500	17,500
Legal services	742,903	667,803	972,500	772,000
Other professional fees	1,725,569	2,362,973	3,507,419	3,447,075
Public safety	11,291,489	11,588,997	13,001,836	13,314,421
Repairs and maintenance	255,425	258,479	298,128	425,050
Equipment rental	48,236	105,816	133,000	153,000
Insurance expense	1,197,729	788,714	835,534	1,091,700
Communication expense	152,062	189,378	186,639	248,795
Advertising expense	18,718	61,951	60,500	106,500
Meetings, conferences and travel	29,115	88,310	155,740	165,206
Supplies	546,078	761,088	646,130	730,700
Minor equipment	233,454	417,347	512,014	646,568
Computer software	115,814	195,482	191,006	204,718
Energy charges	648,558	915,012	842,000	852,000
Books and periodicals	148	254	9,471	6,035
Dues and subscriptions	174,587	90,191	268,839	212,417
Machinery and equipment	31,838	99,103	54,500	42,000
Miscellaneous expenses	86,750	168,766	332,530	316,550
Transfers - allocations	306,634	39,381	389,211	578,595
Transfers - Debt Service	715,389	1,384,345	1,627,595	1,613,519
TOTAL	\$ 25,202,209	\$ 26,834,527	\$ 32,431,802	\$ 33,501,511



### **City Council**

The City Council Consists of five members; four Council Members and one Mayor. Each Council Member is elected to serve a four year at-large term. The Mayor is elected to serve a two year term. The Mayor presides over all Council meetings and represents the City in all of-ficial matters. Every year the Council selects and appoints one of its Members to serve as the Mayor Pro-tem, or Vice Mayor, who presides over the meetings and functions in the Mayor's absence.



Steven Hernandez	Mayor
Neftali Galarza	Mayor Pro-Tem
Denise Delgado	
Dr. Frank Figueroa	
Stephanie Virgen	



### **City Council**

The City Council is the legislative authority that creates the policies and laws under which the City operates. Ordinances and resolutions are enacted and funds appropriated to provide the various services to the community. The City Council provides the leadership, policies and future direction, or vision, of the City. Beside two regular meetings per month, the Council meets in special sessions and workshops as required for the smooth operation of the City. The City Council also appoints the City Manager, the City Attorney and the members of the City's advisory boards and commissions.

The City Council also serves as the Board of Directors for the Fire Protection District, the Sanitary District, the Water Authority and the Cable Access Corporation. The City Manager also serves as the executive director or district manager of these entities.

### City Council's Detailed Expense Budget

						FY 2022-23 Estimated Year End		2023-24 al Budget	
City Council									
101-11-111-10-110-000	Regular Employees	\$	38,930	\$	34,486	\$	92,437	\$	67,595
101-11-111-10-114-000	Benefit and leave cash-in		-		5,000		-		-
101-11-111-10-132-000	Other salary payments		10,950		9,700		12,000		10,800
101-11-111-10-210-000	Group insurance		103,350		108,396		137,623		155,320
101-11-111-10-220-000	Payroll tax deductions		814		678		1,514		1,137
101-11-111-10-230-000	PERS contributions		5,912		1,895		-		-
101-11-111-10-530-000	Communications		8,541		5,283		12,000		12,000
101-11-111-10-580-000	M eetings, conferences and travel		3,628		23,217		25,000		25,000
101-11-111-10-610-000	General supplies		532		4,931		2,000		4,000
101-11-111-10-641-000	Dues and subscriptions		622		649		400		750
TOTAL CITY COUNCIL		\$	173,279	\$	194,235	\$	282,974	\$	276,601



### **City Administration**

The City of Coachella's Administration function encompasses the offices of the City Manager, the City Attorney, the City Clerk and the Human Resource function that is under the responsibility of the Assistant City Manager. Each of the City of Coachella Administration functions are described on the following pages. The organizational structure of the City Administration function is shown below.

City Orgatnizational Chart



### **City Administration**

### **CITY CLERK**



The City Clerk is an elective office and works closely with others in the City administration functions. The City Clerk's office is the official City recorder and provides research and documentation of all City Council actions; coordinates all regular and special council meetings; coordinates all legal advertising; prepares Council agendas and records of legislative action;

maintains municipal code revisions; records all board and commission activities; provides procedures for filling Council and Commission vacancies; and assists the County registrar of voters in conducting municipal elections.

### City Clerk's Detailed Expense Budget

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 2 Estimated Year End		2023-24 al Budget
City Clerk's Office								
101-11-112-10-110-000	Regular employees	\$	28,728	\$	29,498	\$	30,236	\$ 29,445
101-11-112-10-114-000	Benefit and leave cash-in		2,630		2,722		11,472	7,805
101-11-112-10-120-000	Temporary/part-time employees		-		-		28,500	-
101-11-112-10-132-000	Other salary payments		1,213		1,213		1,200	1,200
101-11-112-10-210-000	Group insurance		29,874		30,926		30,114	32,628
101-11-112-10-220-000	Payroll tax deductions		497		491		558	533
101-11-112-10-230-000	PERS contributions		7,979		3,426		4,261	4,147
101-11-112-10-334-000	Other professional/contract services		35,150		21,062		19,506	22,000
101-11-112-10-430-000	Repair and maintenance services		-		-		-	150
101-11-112-10-530-000	Communications		1,965		804		2,000	1,200
101-11-112-10-540-000	Advertising		478		-		1,200	500
101-11-112-10-580-000	M eetings, conferences and travel		934		-		6,435	500
101-11-112-10-610-000	General supplies		1,159		723		5,000	2,000
101-11-112-10-641-000	Dues and subscriptions		839		1,663		4,869	2,000
TOTAL CITY CLERK'S OFFICE		\$	111,446	\$	92,527	\$	145,350	\$ 104,107



### **City Administration**

### **CITY ATTORNEY**



The Office of the City Attorney is serviced through a contract with an attorney appointed from private practice. The City Attorney is the general legal counsel and performs all legal duties assigned to him/her by the City Council. The City Attorney is responsible for coordinating all outside legal counsel and keeping the City Council informed of all legal matters that may affect the operation of the City.

### City Attorney's Detailed Expense Budget

City Attorney's Office		F	FY 2020-21 Actual				FY 2022-23 Estimated Year End		2023-24 al Budget
101-11-114-10-332-000	City Attorney-retainer	\$	376,627	\$	391,675	\$	430,500		460,000
101-11-114-10-332-001	City Attorney-reimbursable costs		2,750		1,967		2,000		2,000
101-11-114-10-332-002	City Attorney-other		6,297		6,678		40,000		10,000
101-11-114-10-333-000	Other Legal Services		357,228		267,482		500,000		300,000
TOTAL CITY ATTORNEY'S OFFICE		\$	742,903	\$	667,803	\$	972,500	\$	772,000



### **City Administration**

### **CITY MANAGER**



The City Manager acts as the administrative head of the City government under the direction of the City Council and in accordance within the framework of the City's municipal code and other references such as the general plan. The City Manager administers the affairs of the City and implements the policies of the City Council. In addition, the City Manager provides overall daily supervision, management support, and direction to City Departments.

### City Manager's Detailed Expense Budget

		FY 2020-21 FY 2021-22 Actual Actual		FY 2022-23 Estimated Year End		72023-24 ial Budget	
City Manager's Office							
101-11-121-10-110-000	Regular employees	\$ 264,223	\$	235,320	\$	345,683	\$ 154,648
101-11-121-10-114-000	Benefit and leave cash-in	62,086		12,634		34,156	14,719
101-11-121-10-132-000	Other salary payments	1,891		3,016		3,250	3,250
101-11-121-10-210-000	Group insurance	40,662		50,822		69,811	27,747
101-11-121-10-220-000	Payroll tax deductions	7,927		3,625		5,391	2,362
101-11-121-10-230-000	PERS contributions	16,242		14,254		41,121	24,814
101-11-121-10-334-000	Other professionals/contract services	7		11,501		-	12,000
101-11-121-10-530-000	Communications	1,399		5,432		2,040	1,600
101-11-121-10-580-000	M eetings, conferences and travel	6,366		13,397		7,650	5,650
101-11-121-10-610-000	General supplies	197		3,795		510	500
101-11-121-10-611-000	Minor Equip, Furniture, <5,000.00	-		2,787		-	-
101-11-121-10-640-000	Books and periodicals	-		10		-	-
101-11-121-10-641-000	Dues and subscriptions	947		1,700		1,530	1,000
101-11-121-10-801-000	Misœllaneous	-		10,000		10,000	3,000
TOTAL CITY MANAGER'S OFFICE		\$ 401,947	\$	368,293	\$	521,142	\$ 251,289



## **City Administration**

#### ECONOMIC DEVELOPMENT DEPARTMENT



This budget category covers coordination with the Chamber of Commerce, non-profits, appropriate stakeholders, and City Council representatives on marketing and community events. The purpose of the program is to recruit hoteliers and businesses to diversify the City's sales tax revenues and begin to generate hotel tax revenues.

#### **Economic Development Detailed Expense Budget**

		FY 2020-21 Actual		2021-22 Actual	Es	FY 2022-23 Estimated Year End		Estimated		2023-24 ial Budget
Economic Development De	epartment									
101-11-122-10-110-000	Regular employees	\$	73,927	\$ -	\$	79,281	\$	204,234		
101-11-122-10-114-000	Benefit and leave cash-in		5,501	-		7,729		23,427		
101-11-122-10-117-000	Stand-by time/overtime		-	-		-		2,000		
101-11-122-10-210-000	Group insurance		15,553	-		16,904		64,261		
101-11-122-10-132-000	Other salary payments		2,100	-		-		5,932		
101-11-122-10-220-000	Payroll tax expenses		1,209	-		1,225		3,226		
101-11-122-10-230-000	PERS contributions		32,311	-		5,945		25,527		
101-11-122-10-334-000	Other professional services		17,762	15,080		51,000		35,000		
101-11-122-10-350-000	Community Programs		-	-		-		2,000		
101-11-122-10-530-000	Communications		1,835	3,088		1,224		2,000		
101-11-122-10-540-000	Advertising		8,845	26,752		15,300		10,000		
101-11-122-10-580-000	M eetings, conferences and travel		12,021	20,899		15,300		20,000		
101-11-122-10-610-000	General supplies		177	82		1,020		2,000		
101-11-122-10-612-000	Computer Software			-		612		6,000		
101-11-122-10-640-000	Books and periodicals		-	-		306		-		
101-11-122-10-641-000	Dues and Subscriptions		4,803	5,700		9,486		8,000		
TOTAL ECONOMIC DEV	TOTAL ECONOMIC DEVELOPMENT		176,045	\$ 71,602	\$	205,331	\$	413,607		



### **City Administration**

#### **HUMAN RESOURCES**



The Human Resources Manager performs the duties and responsibilities for all human resources functions. In addition, this position coordinates the workers compensation program and employment insurance programs as well as employee training and records. All recruitment and new hiring, fringe benefit administration, and coordination of the activities and contracts of the bargaining units are within the responsibility of the Human Resources Department.

#### **Human Resources Detailed Expense Budget**

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End			2023-24 ial Budget
Human Resources Depart	ment								
101-11-123-10-110-000	Regular employees	\$	136,756	\$	116,472	\$	176,374	\$	186,520
101-11-123-10-114-000	Benefit and leave cash-in		18,857		15,813		19,597		19,986
101-11-123-10-117-000	Stand-by time/overtime		59		121		-		-
101-11-123-10-120-000	Temporary/part-time employees				5,764		-		-
101-11-123-10-210-000	Group insurance		32,636		23,703		52,255		58,817
101-11-123-10-220-000	Payroll tax expenses		2,237		1,853		2,758		2,823
101-11-123-10-230-000	PERS contributions		22,630		7,765		13,710		14,507
101-11-123-10-334-000	Other professional services		14,544		39,809		35,480		33,275
101-11-123-10-530-000	Communications		626		449		475		475
101-11-123-10-540-000	Advertising		1,767		9,566		6,000		5,000
101-11-123-10-580-000	Meetings, conferences and travel		-		156		2,000		2,000
101-11-123-10-610-000	General supplies		2,949		3,711		3,500		3,500
101-11-123-10-641-000	Dues and Subscriptions		7,909		7,424		24,914		13,172
101-11-123-10-801-001	Employee holiday party		-		-		6,000		6,000
101-11-123-10-801-002	Employee recognition program		-		195		2,000		2,000
TOTAL HUMAN RESOU	TOTAL HUMAN RESOURCES DEPARTMENT		240,969	\$	232,801	\$	345,063	S	348,075



## **City Administration**

## **PUBLIC INFORMATION OFFICER**



Government public information officers are responsible for creating and enabling communication between a government organization and both news media outlets and the general public. It's up to them to make sure any statements released to the press and the public follow agency guidelines, are accurate, and adhere to official policy or laws.

### **Public Information Officer Detailed Expense Budget**

			020-21 tual	021-22 ctual	FY 2022-2 Estimated Year End		2023-24 al Budget
Public Infromation Office	r						
101-11-124-10-110-000	Regular employees	\$	-	\$ -	\$	-	\$ 132,275
101-11-124-10-114-000	Benefit and leave cash-in		-	-		-	12,492
101-11-124-10-210-000	Group insurance		-	-		-	33,006
101-11-124-10-220-000	Payroll tax expenses		-	-		-	1,979
101-11-124-10-230-000	PERS contributions		-	-		-	11,535
101-11-124-10-334-000	Other professional services		-	-		-	12,000
101-11-124-10-530-000	Communications		-	-		-	800
101-11-124-10-580-000	M eetings, conferences and travel		-	-		-	2,000
101-11-124-10-610-000	General supplies		-	-		_	1,000
101-11-124-10-641-000	Dues and Subscriptions		-	-		-	1,000
101-11-124-10-801-000	Misœllaneous		-	-		-	2,000
TOTAL PUBLIC INFORM	TOTAL PUBLIC INFORMATION OFFICER		-	\$ -	\$	-	\$ 210,087



## **City Administration**

#### **GRANTS MANAGER**



This budget category covers coordination City programs funded by grants, special appropriations from the City Council, or cooperative agreements with external organizations are managed by the Grants Manager.

### **Grants Manager Detailed Expense Budget**

			2020-21 Actual	2021-22 Actual	Es	FY 2022-23 Estimated Year End		2023-24 ial Budget
Grants								
101-11-125-10-110-000	Regular employees	\$	55,258	\$ 60,249	\$	91,933	\$	96,359
101-11-125-10-114-000	Benefit and leave cash-in		3,393	4,122		8,952		12,180
101-11-125-10-210-000	Group insurance		14,393	15,210		28,225		18,633
101-11-125-10-220-000	Payroll tax expenses		877	934		1,420		1,483
101-11-125-10-230-000	PERS contributions		7,496	3,365		6,894		8,146
101-11-125-10-334-000	Other professional services		-	13,897		5,000		-
101-11-125-10-530-000	Communications		-	-		2,000		2,000
101-11-125-10-540-000	Advertising		-	328		2,000		10,000
101-11-125-10-580-000	M eetings, conferences and travel		-	-		4,000		-
101-11-125-10-610-000	General supplies		273	596		3,300		1,000
TOTAL GRANTS MANA	AL GRANTS MANAGER DEPARTMENT		81,690	\$ 98,701	\$	153,723	\$	149,800



## **City Administration**

#### **SENIORS PROGRAM**



The Seniors division is responsible for providing funds and services that meet the needs of the City's senior population. The Senior Center is the focus of all the senior program activities. The program includes outreach services, hot lunches, education, recreation, support groups, information and referral, tax assistance, food distribution, and counseling.

The Seniors Program strives to provide the City's seniors with opportunities to enjoy a healthy lifestyle and to be self-sufficient. The City administration utilizes funding to assist the Program by providing transportation services, professional advisors, and recreation coordinators. Wherever possible, the use of volunteer services is encouraged.

#### Seniors Program Detailed Expense Budget

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Seniors Program					
101-11-147-10-110-000	Regular employees	\$ 131,662	\$ 140,989	\$ 182,514	\$ 197,945
101-11-147-10-114-000	Benefit and leave cash-in	7,832	6,313	14,919	15,626
101-11-147-10-117-000	Stand-by time/overtime	480	1,381	-	-
101-11-147-10-120-000	Temporary/part-time employees	30,118	30,017	-	6,000
101-11-147-10-132-000	Other salary payments	-	-	3,448	3,568
101-11-147-10-210-000	Group insurance	39,778	41,818	65,053	66,667
101-11-147-10-220-000	Payroll tax deductions	2,340	2,181	2,823	2,961
101-11-147-10-230-000	PERS contributions	50,994	21,074	29,195	32,724
101-11-147-10-334-000	Other professional services	3,054	45,078	80,000	105,000
101-11-147-10-430-000	Repair and maintenance services	82	420	2,000	10,000
101-11-147-10-530-000	Communications	3,104	1,305	2,400	2,400
101-11-147-10-580-000	Meetings, conferences and travel	-	-	1,000	-
101-11-147-10-610-000	General supplies	14,842	21,074	15,000	15,000
101-11-147-10-611-000	Minor equipment and furniture	-	186	-	-
101-11-147-10-741-000	Machinery and equipment	-	-	6,000	5,000
101-11-147-10-743-000	Furniture and fixtures	-	2,892	-	-
101-11-147-10-801-000	Miscellaneous	578	5,310	12,000	-
101-11-147-90-930-000	Senior Excursions	-	-	-	15,000
TOTAL SENIORS PROG	FRAM	\$ 284,865	\$ 320,037	\$ 416,352	\$ 477,890



### **Finance Department**

#### **MISSION:**



The Finance Department is charged with the responsibility with providing financial management, budgeting, accounting, cash management, revenue collection, utility billing, risk management, information technology management and general administrative support for the City and its component units.

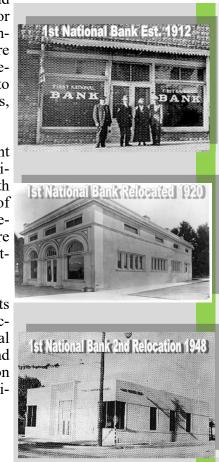
#### PRIMARY ACTIVITIES:

Services provided through the finance and accounting functions include maintaining reliable accounting records, payment of approved demands against the City treasury, fiscal planning

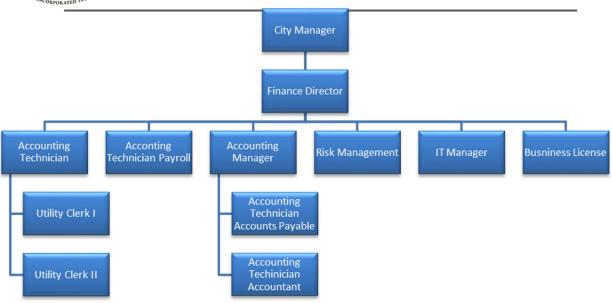
and debt administration. Internal controls are established and maintained to ensure that adequate accounting data allows for the preparation of financial statements in conformity with generally accepted accounting principles. Internal controls are evaluated to determine that the cost does not exceed the benefits likely to be derived. Financial reports are used as a tool to measure the results of operations for a variety of purposes, both internal and external.

The cash management function is responsible for the prudent investment of surplus funds. The City's Investment Policy directs the investment of City and component unit monies with the following priorities established: preservation and safety of principal, liquidity necessary to meet daily cash flow requirements and maximized yield after the first two priorities are met. The Investment Policy is reviewed annually and submitted to the City Council for approval.

The financial statements of the City and its Component Units are examined annually by an independent, certified public accounting firm, which renders an opinion that the financial statements fairly present the financial position of the City and the results of its operations in all material respects. Operation of the City and Component Units are also reviewed for compliance with various laws and regulations.







### Finance Department Detailed Expense Budget

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		7 2023-24 ial Budget
Finance Department								
101-11-131-10-110-000	Regular employees	\$ 33	27,071	\$	357,127	\$	524,965	\$ 568,307
101-11-131-10-114-000	Benefit and leave cash-in		40,230		25,842		58,039	53,810
101-11-131-10-117-000	Stand-by time/overtime		1,800		6,393		10,340	10,170
101-11-131-10-120-000	Temporary/part-time employees		494		33,299		-	-
101-11-131-10-132-000	Other salary payments		9,174		3,219		15,291	12,960
101-11-131-10-210-000	Group insurance		96,262		107,883		143,198	119,219
101-11-131-10-220-000	Payroll tax deductions		5,460		5,671		8,576	8,835
101-11-131-10-230-000	PERS contributions		98,622		43,253		70,185	68,826
101-11-131-10-331-000	Audit Services		•		37,060		73,030	77,550
101-11-131-10-334-000	Other professional/contract services	:	55,946		47,034		99,800	75,000
101-11-131-10-334-001	Credit Card Processing Fees		42,278		(7,754)		43,000	20,000
101-11-131-10-430-000	Repair and maintenance services		812		1,814		1,400	1,400
101-11-131-10-530-000	Communications		2,168		2,593		3,600	3,000
101-11-131-10-580-000	M eetings, conferences and travel		420		8,818		16,000	10,000
101-11-131-10-610-000	General supplies		9,455		18,085		14,000	14,000
101-11-131-10-611-000	Minor equipment and furniture		-		6,867		8,300	2,000
101-11-131-10-640-000	Books and periodicals		148		85		2,000	500
101-11-131-10-641-000	Dues and subscriptions		1,419		601		1,500	1,700
101-11-131-10-801-000	Miscellaneous		-		1,400		500	500
101-11-131-10-334-002	Bank Charges		-		20,582		15,000	8,000
101-11-131-10-334-003	Finance Charges				1,327		-	-
TOTAL FINANCE DEPA	TOTAL FINANCE DEPARTMENT		91,759	\$	721,200	\$	1,108,724	\$ 1,055,777



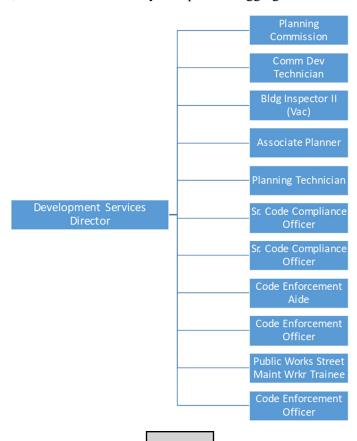
### **Development Services**



The Development Services Department is comprised of the Planning Division, Building Division and Code Enforcement. The Department is responsible for the orderly planning and development of the City of Coachella and the maintenance of the State Building Code standards which promote public safety and welfare. The department through Code Enforcement monitors and enforces compliance issues throughout the City.

The Department processes all land use applications, administers the California Environmental Quality Act (CEQA), reviews and approves development and related landscaping plans, issues all building permits and performs building inspections to insure public safety. The Department also is responsible for evaluating and resolving damage caused to structures by fire, wind, earthquakes and man made or natural disasters.

A major goal of the department is the enhancement of the character and quality of life in the City through the creation and adoption of standards and ordinances which protect the community from incompatible development and promote orderly and sustainable growth. A major project for the City in the coming fiscal year is to move into new Permit Center Building, cross train staff for new corporate culture at Permit Center, and streamline the City's inspection logging services.





## **Development Services**

#### Administration



The Development Services Administration (DSA) administers the City's subdivision, planning, building, and other construction related ordinances.

### **Development Services Administration Detailed Expense Budget**

		FY 2020-21 FY 2021-22 Actual Actual		FY 2022-23 Estimated Year End		2023-24 al Budget		
Development Services - A	dministration							
101-11-140-10-110-000	Regular employees	\$	-	\$	-	\$	176,098	\$ 217,794
101-11-140-10-114-000	Benefit and leave cash-in		-		-		17,947	21,503
101-11-140-10-132-000	Other salary payments		-		-		5,200	5,200
101-11-140-10-210-000	Group insurance		-		-		37,104	25,207
101-11-140-10-220-000	Payroll Tax Deductions		-		-		2,807	3,348
101-11-140-10-230-000	PERS Contributions		-		-		28,168	34,946
101-11-140-10-610-000	General Supplies		-		-		5,600	-
101-11-140-10-641-000	Dues and Subscriptions		-		-		2,725	-
TOTAL DEVELOPMENT SERVICES - ADMINISTRATION		\$	-	\$	-	\$	275,649	\$ 307,998



### **Development Services**

### **Planning Division**



The Planning Division is responsible for all current and advanced planning functions including General Plan Amendments and Housing Element Updates, Specific Plan Adoptions, Municipal Code Amendments, the day-to-day zoning and subdivision administration duties, and GIS mapping maintenance. The staff processes project development reviews from the conceptual designs to the issuance of build-

ing permits and the collection of development impact fees and monitoring of environmental mitigation measures. The Director serves as the environmental administrator for CEQA documents, negotiates Development Agreements, and staffs the Economic Development/ Planning Subcommittee and the Public Safety/Code Enforcement Subcommittee with the City Manager.

### **Development Services Planing Detailed Expense Budget**

		2020-21 Actual	FY 2022-23 FY 2021-22 Estimated Actual Year End			stimated	FY 2023-24 Initial Budget	
Development Services - Pl	anning Division							
101-11-141-10-110-000	Regular employees	\$ 440,111	\$	372,331	\$	393,874	\$	260,644
101-11-141-10-114-000	Benefit and leave cash-in	100,060		23,156		62,240		37,558
101-11-141-10-117-000	Stand-by time/overtime	770		345		-		-
101-11-141-10-120-000	Temporary/part-time employees	19,622		31,740		-		-
101-11-141-10-132-000	Other salary payments	6,800		7,450		8,303		6,221
101-11-141-10-210-000	Group insurance	111,312		87,697		80,976		69,888
101-11-141-10-220-000	Payroll tax deductions	9,964		7,475		6,597		4,182
101-11-141-10-230-000	PERS contributions	39,099		33,706		31,237		19,986
101-11-141-10-334-000	Other professional/contract services	52,540		22,004		125,000		150,000
101-11-141-10-333-000	Other legal services	-		13,142		5,000		-
101-11-141-10-430-000	Repair and maintenance services	-		-		1,000		-
101-11-141-10-530-000	Communications	2,367		1,978		1,000		1,500
101-11-141-10-540-000	Advertising	7,235		13,863		17,500		33,500
101-11-141-10-580-000	Meetings, conferences and travel	1,540		5,558		13,505		28,398
101-11-141-10-610-000	General supplies	2,199		6,060		5,600		5,850
101-11-141-10-611-000	Minor equipment and furniture	-		3,382		1,100		1,400
101-11-141-10-640-000	Books and periodicals	*		106		1,065		600
101-11-141-10-641-000	Dues and subscriptions	603		-		2,725		2,725
101-11-141-10-743-000	Furniture and fixtures	809		-		4,400		4,500
TOTAL DEVELOPMENT	SERVICES - PLANNING DIVISION	\$ 795,031	\$	629,995	\$	761,122	\$	626,952



## **Development Services**

### **Cannabis Compliance Division**



Through innovative policies and effective implementation, the Department (DCC) advances and facilitates a well-regulated, legal market that benefits the City of Coachella.

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Development Services - C	annabis Compliance Division				
101-11-142-10-110-000	Regular employees	-	-	\$ 104,648	\$ 92,042
101-11-142-10-114-000	Benefit and leave cash-in	-	-	10,694	11,717
101-11-142-10-132-000	Other salary payments	-	-	-	4,109
101-11-142-10-210-000	Group insurance	1-	-	25,507	20,971
101-11-142-10-220-000	Payroll tax deductions	-	-	1,621	1,481
101-11-142-10-230-000	PERS contributions	-	-	16,739	6,898
101-11-142-10-530-000	Communications	-	-	-	500
101-11-142-10-580-000	M eetings, conferences, and travel	-	1 <b>-</b> 1	-	1,495
101-11-142-10-610-000	General supplies	-	-	-	2,000
101-11-142-10-611-000	Minor equipment and furniture	-	-	-	1,000
101-11-142-10-641-000	Dues and subscriptions	-		-	90
TOTAL DEVELOPMENT	SRVC. CANNABIS COMPLIANCE DIVISION	<b>s</b> -	<b>S</b>	\$ 159,209	\$ 142,302



### **Development Services**

#### **Building Division**



The Building Division issues building permits and performs inspections. They are responsible for ensuring that all projects in the City are properly permitted and meet building code requirements.

#### **Building Department Detailed Expense Budget**

		FY 2020-21 Actual		 FY 2022-23 2021-22 Estimated Actual Year End		stimated	72023-24 ial Budget
Development Services - B	uilding Division						
101-11-144-10-110-000	Regular employees	\$	94,870	\$ 100,295	\$	227,564	\$ 250,723
101-11-144-10-114-000	Benefit and leave cash-in		2,259	4,440		20,248	21,575
101-11-144-10-117-000	Stand-by time/overtime		24,652	22,507		-	-
101-11-144-10-120-000	Temporary/part-time employees		-	1,007		-	-
101-11-144-10-132-000	Other salary payments		-	-		1,161	1,161
101-11-144-10-210-000	Group insurance		34,717	34,347		60,036	70,982
101-11-144-10-220-000	Payroll tax deductions		1,820	1,850		3,504	3,738
101-11-144-10-230-000	PERS contributions		70,059	7,228		34,584	38,179
101-11-144-10-334-000	Other professional/contract services		113,353	125,895		160,000	77,500
101-11-144-10-530-000	Communications		1,569	1,372		1,000	1,800
101-11-144-10-540-000	Advertising		128	150		1,500	1,000
101-11-144-10-580-000	M eetings, conferences and travel		280	1,962		7,000	7,758
101-11-144-10-610-000	General supplies		764	595		600	1,050
101-11-144-10-611-000	Minor equipment and furniture		3,311	-		4,000	1,468
101-11-144-10-640-000	Books and periodicals		-	-		800	1,935
101-11-144-10-641-000	Dues and subscriptions		145	445		515	470
TOTAL DEVELOPMENT	SERVICES - BUILDING DIVISION	\$ 347,927 \$		\$ 302,997	\$	522,511	\$ 479,337



## **Engineering**



The Engineering Division is responsible for the design and construction of public improvements. They also provide engineering drawing plan check services, traffic engineering, inspection services, and capital project monitoring and management.

#### **Engineering Division Detailed Expense Budget**

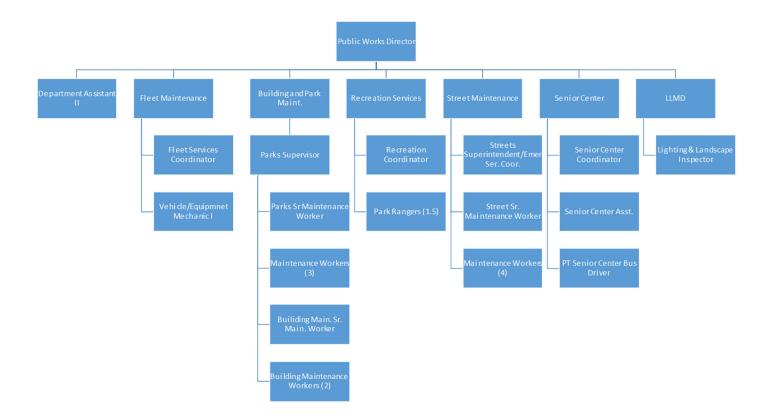
		FY 2020-21 Actual	FY 2022-23 FY 2021-22 Estimated Actual Year End		FY 2023-24 Initial Budget
Engineering					
101-11-145-10-110-000	Regular employees	\$ 531,034	\$ 335,339	\$ 461,325	\$ 481,545
101-11-145-10-114-000	Benefit and leave cash-in	60,341	20,164	46,625	46,832
101-11-145-10-117-000	Stand-by time/overtime	13,869	12,273	-	-
101-11-145-10-132-000	Other salary payments	3,495	3,135	9,149	13,732
101-11-145-10-210-000	Group insurance	105,372	82,158	100,489	95,551
101-11-145-10-220-000	Payroll tax deductions	9,047	5,387	7,279	7,418
101-11-145-10-230-000	PERS contributions	102,366	30,681	56,934	60,624
101-11-145-10-334-000	Other professional services	150,015	289,890	300,000	200,000
101-11-145-10-430-000	Repair and maintenance services	-	1,477	3,000	3,000
101-11-145-10-530-000	Communications	4,742	4,357	8,000	8,000
101-11-145-10-540-000	Advertising	-	698	2,500	4,000
101-11-145-10-580-000	M eetings, conferences and travel	140	64	7,000	7,000
101-11-145-10-610-000	General supplies	3,333	3,888	6,000	6,000
101-11-145-10-611-000	Minor equipment and furniture	1,477	581	5,000	5,000
101-11-145-10-612-000	Computer software	-	7,239	8,050	9,500
101-11-145-10-640-000	Books and periodicals	-	-	2,000	2,000
101-11-145-10-641-000	Dues and subscriptions	446	392	1,500	2,100
TOTAL ENGINEERING		\$ 985,678	\$ 797,722	\$ 1,024,852	\$ 952,302



#### **Public Works**



The Public Works Department is responsible for the improvement, maintenance and operation of the City's streets, highways, and parks, and for construction of the City's infrastructure. The department is organized into three major divisions: (1) administration, (2) engineering and (3) operations.



#### **Activities**

The Public Works Department is engaged in a number of infrastructure projects and also acts as the project manager.



### **Public Works**

#### Administration



Public Works Administration is responsible for interpreting existing City policies and carrying out the City Council's priorities as they relate to streets, highways, parks and CIP projects. Public Works Administration also provides management services for the Sanitary District, a separate component unit of the City.

### **Administration Detailed Expense Budget**

		FY 2020-21 FY 2021-22 Actual Actual		FY 2022-23 Estimated Year End		2023-24 al Budget	
Public Works Administra	tion						
101-11-148-10-110-000	Regular employees	\$	94,080	\$ 94,750	\$	202,749	\$ 197,761
101-11-148-10-114-000	Benefit and leave cash-in		6,652	6,910		20,595	17,002
101-11-148-10-120-000	Temporary/part-time employees		-	1,755		5,000	5,000
101-11-148-10-132-000	Other salary payments		2,090	2,090		3,086	3,189
101-11-148-10-210-000	Group insurance		19,911	19,315		46,630	37,826
101-11-148-10-220-000	Payroll tax deductions		1,540	1,506		3,184	2,977
101-11-148-10-230-000	PERS contributions		30,899	12,949		32,431	23,861
101-11-148-10-334-000	Other professional services		10,520	21,833		10,000	10,000
101-11-148-10-530-000	Communications		2,057	1,398		2,000	2,000
101-11-148-10-580-000	M eetings, conferences and travel		1,180	2,581		3,500	6,500
101-11-148-10-610-000	General supplies		3,453	8,219		12,000	16,000
101-11-148-10-611-000	Minor equipment and furniture		-	2,901		-	-
101-11-148-10-641-000	Dues and subscriptions		1,622	1,081		2,000	2,000
TOTAL PUBLIC WORKS	ADMINISTRATION	\$	174,004	\$ 177,288	\$	343,174	\$ 324,115



### **Public Works**

#### **Streets Division:**



The Streets Division is responsible for repairs and maintenance of the City's streets and highways, and median strips. Repairs can range from pothole repair to major improvements that would also involve outside contractors.

#### Streets Department Detailed Expense Budget

		FY 2020-21	FY 2021-22	FY 2022-23 Estimated	FY 2023-24
		Actual	Actual	Year End	Initial Budget
Public Works - Street Div	ision				=
101-11-148-20-110-000	Regular employees	\$ 397,503	\$ 477,633	\$ 393,977	\$ 529,202
101-11-148-20-114-000	Benefit and leave cash-in	25,863	66,334	32,987	42,110
101-11-148-20-117-000	Stand-by time/overtime	40,008	62,133	30,000	60,000
101-11-148-20-120-000	Temporary/part-time employees	-	11,467	15,000	20,000
101-11-148-20-132-000	Other salary payments	-	-	1,914	2,738
101-11-148-20-210-000	Group insurance	109,162	142,295	123,493	200,656
101-11-148-20-220-000	Payroll tax deductions	5,877	7,562	6,464	8,703
101-11-148-20-230-000	PERS contributions	138,063	54,694	57,641	74,517
101-11-148-20-334-000	Other professional/contract services	63,199	43,469	35,000	45,000
101-11-148-20-334-001	Contract services/Street Sweeping	3,611	3,772	6,000	6,000
101-11-148-20-334-002	Contract services/Traffic Signals	59,074	69,930	85,000	85,000
101-11-148-20-334-004	Contract services/Median	54,130	101,242	75,000	75,000
101-11-148-20-334-006	Contract services/Storm Water	5,200	2,200	20,000	10,000
101-11-148-20-334-007	Contract services/Tree Trimming	16,288	24,128	65,000	65,000
101-11-148-20-334-602	Contract services/Traffic Signals	12,520	12,706	-	-
101-11-148-20-334-604	Contract services/ Crack Ceiling	12,395	10,174	60,000	-
101-11-148-20-334-608	Contract services/Street Sriping	-	-	60,000	75,000
101-11-148-20-430-000	Repair and maintenance services	1,909	2,277	10,000	10,000
101-11-148-20-741-000	Machinery and equipment	-	-	46,000	20,000
101-11-148-20-442-000	Rental of equipment and vehicles	15,912	48,888	35,000	40,000
101-11-148-20-444-000	Leases	6,416	6,608	10,000	10,000
101-11-148-20-530-000	Communications	5,851	9,124	10,000	8,000
101-11-148-20-580-000	Meetings, conferences and travel	48	1,759	4,000	4,000
101-11-148-20-610-000	General supplies	25,838	95,007	15,000	20,000
101-11-148-20-610-602	Supplies/Traffic Signals	1,105	-	5,000	5,000
101-11-148-20-610-603	Supplies/ROW Weed Abatement	-	-	1,000	1,000
101-11-148-20-610-605	Supplies/Asphalt/Concrete	4,199	5,070	10,000	25,000
101-11-148-20-610-606	Supplies/Striping	2,907	7,612	15,000	10,000
101-11-148-20-610-608	Supplies/Street Lighting	36,932	38,343	15,000	42,000
101-11-148-20-610-610	Supplies/Signage	78,656	77,516	45,000	55,000



### **Public Works**

#### **Streets Division (Continued)**

The Streets Division is responsible for repairs and maintenance of the City's streets and highways, and median strips. Repairs can range from pothole repair to major improvements that would also involve outside contractors.

### **Streets Department Detailed Expense Budget (Continued)**

		FY 2020-21 Actual			Y 2021-22 Actual	Es	2022-23 timated ear End			
Public Works Street Divi	sion - Continued									
101-11-148-20-610-611	Supplies/Traffic Control	\$	21,469	\$	9,005		8,000		10,000	
101-11-148-20-610-612	Supplies/Drain Maint.		305		-		2,000		2,000	
101-11-148-20-611-000	Minor equipment and furniture		-		-		4,000			
101-11-148-20-620-000	Energy charges		14,810		4,726		3,000		3,000	
101-11-148-20-620-602	Utilities/Traffic Signals		18,957		27,408		30,000		30,000	
101-11-148-20-620-604	Utilities/Medians		2,689		3,683		2,500		4,000	
101-11-148-20-620-609	Utilities/Street Lights		156,353		218,473		175,000		175,000	
TOTAL PUBLIC WORKS	S STREETS DIVISION	\$	1,337,247	\$	1,645,237	\$	1,512,975	\$	1,772,926	



### **Public Works**

#### **Parks Division**



The Parks Division is responsible for improvement and maintenance of the eight City parks. The Division performs repair and maintenance services on structures, pools and landscape in the parks areas and public buildings.

### Parks Division Detailed Expense Budget

Parks Maintenance Divisi		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
		\$ 318,406	A 220.250		
101-11-148-30-110-000	Regular employees  Benefit and leave cash-in		\$ 339,279	\$ 363,566	\$ 298,929
101-11-148-30-114-000 101-11-148-30-117-000		23,850 74,314	32,190 101.989	30,333	31,217
	Stand-by time/overtime	74,314		50,000	30,000
101-11-148-30-120-000	Temporary/part-time employees	-	21,229	31,500	1.044
101-11-148-30-132-000 101-11-148-30-210-000	Other salary payments	126.199	118.645	1,694 134,234	1,044 100,661
	Group insurance			55.0755.0	4,961
101-11-148-30-220-000 101-11-148-30-230-000	Payroll tax deductions PERS contributions	6,211 78,204	6,875 28,909	6,287	38,218
101-11-148-30-230-000	County Administrative Charges	3,146	3.180	41,105	
101-11-148-30-331-000	Other professional/contract services	234.158	259,598	6,000	8,000
101-11-148-30-334-401	Cont Serv/Bagdouma Park	207,156	239,598	405,000	415,000
101-11-148-30-334-404	Cont Serv/Bagdounia Fark	86.823	113,598	250,000	275,000
101-11-148-30-430-000	Repair and maintenance services	35.069	32,083	120,000	132,000
101-11-148-30-442-000	Rental of equipment and vehicles	19.957	33,966	91,000 35,000	100,000
101-11-148-30-530-000	Communications	5.942	8,484	8,000	50,000 5,000
101-11-148-30-580-000	M eetings, conferences and travel	1,368	1,399	4,000	5,000
101-11-148-30-610-000	General supplies	74,492	90.612	45,000	55,000
101-11-148-30-610-401	Supplies/Bagdouma	28.614	67,582	30,000	45,000
101-11-148-30-610-402	Supplies/Dateland Park	44,106	10,388	16,000	16,000
101-11-148-30-610-403	Supplies/DeOro Park	35,660	2.983	8,000	8,000
101-11-148-30-610-404	Supplies/Rancho Las Fl Park	12,607	19.192	20,000	35,000
101-11-148-30-610-405	Supplies/Sierra Vista Park	4,098	655	3,500	3,500
101-11-148-30-610-406	Supplies/Shady Lane Park	1,608	5,534	10,000	3,500
101-11-148-30-610-407	Supplies/Tot Lot Ave 53	1,825	914	3,000	3,000
101-11-148-30-610-408	Supplies/Veterans Park	10,725	13,737	15,000	15,000
101-11-148-30-610-409	Supplies/Esterline Soccer Fields	-	2,802	15,000	15,000
101-11-148-30-610-410	Supplies/Etherea exhibit	_	-	10,000	10,000



### **Public Works**

### **Parks Division (Continued)**

The Parks Division is responsible for improvement and maintenance of the eight City parks. The Division performs repair and maintenance services on structures, pools and landscape in the parks areas and public buildings.

## Parks Division Detailed Expense Budget (Continued)

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Parks Maintenance Divisi	ion - Continued				
101-11-148-30-610-411	Supplies/Library Park	\$ 269	\$ -	\$ 3,000	\$ 3,000
101-11-148-30-611-000	Minor equipment and furniture	5,309	485	15,000	5,000
101-11-148-30-620-401	Utilities/Bagdouma	176,607	228,548	195,000	200,000
101-11-148-30-620-402	Utilities/Dateland Park	11,870	16,240	20,000	20,000
101-11-148-30-620-403	Utilities/DeOro Park	18,998	18,091	17,000	17,000
101-11-148-30-620-404	Utilities/Rancho Las Fl Park	17,125	46,518	45,000	45,000
101-11-148-30-620-405	Utilities/Sierra Vista Park	11,152	11,357	15,000	15,000
101-11-148-30-620-406	Utilities/Shady Lane Park	2,581	1,981	3,500	3,500
101-11-148-30-620-407	Utilities/Tot Lot Ave 53	1,838	1,986	9,000	3,500
101-11-148-30-620-408	Utilities/Veterans Park	20,572	20,870	18,000	22,000
101-11-148-30-620-410	Utilities-Etherea exhibit	2,455	2,650	2,000	3,500
101-11-148-30-620-412	Utilities/Grapefruit Blbd.	-	-	5,000	5,000
101-11-148-30-641-000	Dues and subscriptions	575	145	400	-
101-11-148-30-720-000	Buildings and building improvements	-	-	15,000	-
101-11-148-30-741-000	Machinery and Equipment	-	-	-	15,000
TOTAL PUBLIC WORKS	-PARKS DIVISION	\$ 1,703,889	\$ 1,892,289	\$ 2,101,119	\$ 2,046,531





## **Public Works**

## Parks and Recreation Program Division

## Parks and Recreation Program Division Detailed Expense Budget

		72020-21 Actual		72021-22 Actual	E	FY 2022-23 Estimated Year End		Estimated		Estimated		Estimated		2023-24 al Budget
Park Recreation Programs 101-11-146-10-110-000		122 (22	•	110 601	•		•							
	Regular employees	\$ 132,683	\$	140,634	\$	142,637	\$	-						
101-11-146-10-114-000	Benefit and leave cash-in	4,915		6,668		12,260		4,826						
101-11-146-10-117-000	Stand-by time/overtime	22,047		35,462		14,000		-						
101-11-146-10-120-000	Temporary/part-time employees	-		31,712		31,500		35,431						
101-11-146-10-132-000	Other salary payments	-		-		348		-						
101-11-146-10-210-000	Group insurance	42,087		47,659		41,540		15,131						
101-11-146-10-220-000	Payroll tax deductions	2,406		5,207		2,386		70						
101-11-146-10-230-000	PERS contributions	26,199		11,599		11,558		2,655						
101-11-146-10-334-000	Other professional/contract services	7,713		31,770		47,000		50,000						
101-11-146-10-530-000	Communications	2,735		2,780		7,200		5,000						
101-11-146-10-580-000	M eetings, conferences and travel	440		145		7,500		9,000						
101-11-146-10-610-000	General supplies	13,834		36,476		12,000		16,000						
101-11-146-90-801-011	Summer Programs	-		20,800		-		30,000						
TOTAL PARKS AND REG	CREATION PROGRAM	\$ 255,059	\$	370,912	\$	329,929	\$	168,113						



### **Police Services**



Part of the Public Safety program for the City of Coachella includes the police services function and various law enforcement grants and programs. The police services function is carried out through a contract with the Riverside County Sheriff's Office.

The City of Coachella police department was disbanded in December 1998. At that time, a contract with the Riverside County Sheriff's Office was implemented and was designed to provide essentially the same level of service while sharing overhead costs with other contracted cities. The Sheriff's office contract is funded by the general fund. Many of the special programs such as the Coachella Valley Gang Task Force, The Coachella Valley Narcotics Task Force, the Safe Neighborhood Program and other focused crime prevention and traffic safety programs are funded partially or completely by grants.

The police services contract also includes administrative, clerical, accounting, and investigative support. This support includes sworn personnel for forensics, logistical support, an emergency services team and dispatch service.

Notable highlights of the Police Services Contract include:

- 17.44 Patrol Officers @ 90 hours per day
- 1 Sheriff's Sergeant
- 1 PACT Deputy (UDC)
- 3 Community Action Team (sdc-b)
- 1 Coachella Valley Violent Gang Task Force Officer
- 1 Coachella Valley Violent Narcotic Crime Task Force Officer
- 3 Community Service Officer II
- 1 Community Service Offecer II (3 year Grant



## **Police Services**

### Police Services Detailed Expense Budget

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Police Services					
101-11-150-10-331-000	DOJ - Tobacco Grant Program	\$ -	\$ 46,160	\$ -	\$ -
101-11-150-10-334-131	Justice Assist. Grant (JAG) 2019	8,312	-	-	-
101-11-150-10-350-500	Patrol deputies	6,491,963	6,703,218	7,107,180	7,221,005
101-11-150-10-350-503	Investigator overtime	112,915	157,220	110,103	219,513
101-11-150-10-350-504	Deputy overtime	161,950	178,961	192,379	184,844
101-11-150-10-350-505	Special event overtime	-	-	55,868	55,868
101-11-150-10-350-506	Facility charge	209,512	192,501	209,512	209,512
101-11-150-10-350-507	Patrol mileage	192,373	211,170	228,800	245,000
101-11-150-10-350-508	Professional services	60,177	67,621	75,000	-
101-11-150-10-350-509	Records management system	48,066	44,529	60,513	60,513
101-11-150-10-350-510	Plain M ileage	10,431	25,105	20,000	35,000
101-11-150-10-350-511	Gang task force officer - CVVCGTG	231,621	239,517	220,051	235,003
101-11-150-10-350-512	Community services officer	265,295	265,021	429,886	409,891
101-11-150-10-350-513	Cal ID	46,351	48,960	47,186	45,000
101-11-150-10-350-515	Community Action Team	1,103,827	1,083,907	1,169,689	1,178,437
101-11-150-10-350-516	Narcotic Task Force Officer - CVNTF	238,995	252,753	220,051	235,003
101-11-150-10-350-517	Special enforcement overtime	-	-	55,868	55,868
101-11-150-10-350-520	Traffic Enforcement	-	-	40,000	40,000
101-11-150-10-350-521	Crossing guards	47,433	54,944	-	-
101-11-150-10-350-525	PACT Deputy (UDC)	109,599	-	-	-
101-11-150-10-350-599	Dedicated sergeant	315,500	301,246	297,816	309,983
101-11-150-10-442-000	Rental of Equipment & Vehicles	-	-	15,000	-
101-11-150-10-530-000	Communications	5,882	6,768	10,000	10,000
101-11-150-10-610-000	General supplies	1,566	13	20,000	10,000
101-11-150-10-801-000	Miscellaneous	-	208		-
TOTAL POLICE SERVICES		\$ 9,661,767	\$ 9,879,823	\$ 10,584,902	\$ 10,760,440



### **Neighborhood Services**

#### **Code Enforcement Division**



Under the Community Development Services Department, Code Enforcement monitors and enforces compliance issues for the City of Coachella regarding municipal codes and ordinances including zoning, land use, housing codes, property maintenance, illegal dumping, litter, sanitation, inoperative or abandoned vehicle abatement, parking regulations and public nuisance provisions. This is accomplished through field inspections, patrolling assigned areas and public complaints. Staff investigates and attempts to correct

violations through public education, verbal warnings, notices of violations, civil citations, administrative abatement, and other legal remedies. Staff maintains their own case files, prepares all written reports and related correspondence including the necessary follow-up communication. There are currently three full time code enforcement officers and one code enforcement technician.

#### **Code Enforcement Detailed Expense Budget**

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Development Services - C	ode Enforcement Division, continued				
	Code				
101-11-155-40-110-000	Regular employees	198,321	191,424	\$ 278,914	\$ 399,763
101-11-155-40-114-000	Benefit and leave cash-in	17,632	9,601	16,078	31,256
101-11-155-40-117-000	Stand-by time/overtime	5,197	9,461	-	-
101-11-155-40-120-000	Temporary/part-time employees	-	-	-	31,500
101-11-155-40-132-000	Other salary payments	-	-	10,630	12,102
101-11-155-40-210-000	Group insurance	57,762	48,178	78,559	111,607
101-11-155-40-220-000	Payroll tax deductions	7,594	3,058	4,298	6,054
101-11-155-40-230-000	PERS contributions	47,668	20,042	30,815	42,415
101-11-155-40-333-000	Other Legal Services	-	22,290	-	-
101-11-155-40-334-000	Other professional/contract services	16,149	34,892	32,500	33,500
101-11-155-40-530-000	Communications	3,638	2,739	7,000	7,000
101-11-155-40-540-000	Advertising	-	3,704	3,500	6,000
101-11-155-40-580-000	M eetings, conferences and travel	750	6,980	23,850	24,900
101-11-155-40-610-000	General supplies	10,956	19,672	26,500	27,300
101-11-155-40-611-000	Minor Equipment and Furniture	55	3,182	6,150	6,700
101-11-155-40-612-000	Computer Software	-	2,963	14,500	17,000
101-11-155-40-620-000	Enerty Charges	-	-	-	-
101-11-155-40-640-000	Books and periodicals	-	54	1,800	1,000
101-11-155-40-641-000	Dues and subscriptions	\$ 285	770	2,000	2,500
TOTAL CODE ENFORCE	S 366,007 S 379,010		\$ 379,010	\$ 537,095	\$ 760,598

## Goals and Objectives

The Code Enforcement Division established the following goals and objectives for the new fiscal year:

- Begin garage conversion ordinance abatement/enforcement through public, flyers included with utility bills and community meetings.
- Continue to strive for the best customer service we can provide.



#### **Public Works**

#### **Graffiti Abatement Program**



The graffiti abatement program is responsible for the removal of blight primarily caused by vandalism or more commonly known as "tagging". The Division performs maintenance services on structures and walls in parks areas, public buildings and landscaping districts.

#### **Graffiti Abatement Program Detailed Expense Budget**

		FY 2020-21 Actual	1		2021-22 Actual	Es	2022-23 timated ear End	 2023-24 ial Budget								
Development Services - C	ode Enforcement Division															
	Graffiti															
101-11-154-40-110-000	Regular employees	\$ 50,90	4	\$	25,220	\$	63,303	\$ 60,709								
101-11-154-40-114-000	Benefit and leave cash-in	1,72	2		315		4,769	4,430								
101-11-154-40-117-000	Stand-by time/overtime	35	8		794		-	-								
101-11-154-40-120-000	Temporary/part-time employees	-			12,402		-	-								
101-11-154-40-132-000	Other salary payments	-			-		348	348								
101-11-154-40-210-000	Group insurance	12,24	3		5,816		13,325	23,056								
101-11-154-40-220-000	Payroll tax deductions	79	0		382		962	895								
101-11-154-40-230-000	PERS contributions	9,35	2		1,907		4,747	4,550								
101-11-154-40-311-000	County Administrative Charges	15	0		440		-	-								
101-11-154-40-334-000	Other professional/contract services	80	3		170		5,000	-								
101-11-154-40-430-000	Repair and maintenance services	32	1		219		10,000	10,500								
101-11-154-40-442-000	Rental of equipment and vehicles	-			-		6,000	-								
101-11-154-40-530-000	Communications	91	8		722		2,000	2,500								
101-11-154-40-540-000	Advertising	-			-		3,000	3,000								
101-11-154-40-580-000	M eetings, conferences and travel	-			-		5,000	5,500								
101-11-154-40-610-000	General supplies	10,96	4		12,246		86,500	97,500								
101-11-154-40-611-000	Minor equipment and furniture	-			_		2,500	-								
101-11-154-40-612-000	Minor Software <5,000	_			-		2,500	-								
101-11-154-40-620-000	Energy charges	5,33	4		2,315		10,000	2,500								
101-11-154-40-741-000	Machinery and Equipment	-		1,374		1,374		1,374		1,374		1,374		-		-
TOTAL GRAFFITI		\$ 93,86	0	\$	64,322	\$	219,954	\$ 215,488								

### **Goals and Objectives**

The Graffiti Abatement Division established the following goals and objectives for the new fiscal year:

• Complete a cost recovery plan for subjects arrested.



## **Neighborhood Services**

### Abandoned Vehicle Abatement (AVA)



The Abandon Vehicle Abatement Program is responsible for the removal of wrecked, dismantled and inoperative vehicles on both public and private property.

		FY 2020-21 FY 2021-22 Actual Actual			Es	2022-23 stimated ear End	FY 2023-24 Initial Budget		
Development Services - C	ode Enforcement Division, continued								
	AVA								
101-11-155-41-110-000	Regular employees	\$	76,716	\$	105,845	\$	99,490	\$	117,923
101-11-155-41-114-000	Benefit and leave cash-in		8,866		6,493		4,067		8,924
101-11-155-41-117-000	Stand-by time/overtime		2,910		4,183		-		-
101-11-155-41-132-000	Other salary payments		-				3,040		3,414
101-11-155-41-210-000	Group insurance		21,025		24,668		22,847		25,112
101-11-155-41-220-000	Payroll tax deductions		1,355		1,693		1,497		1,778
101-11-155-41-230-000	PERS contributions		26,602		11,934		14,340		16,838
101-11-155-41-334-000	Other professional services		4,486		-		5,200		5,500
101-11-155-41-430-000	Repair and maintenance services		, <u>-</u> ,		-		5,200		-
101-11-155-41-530-000	Communications		1,707		1,244		2,500		3,500
101-11-155-41-540-000	Advertising		-		-		3,000		28,500
101-11-155-41-580-000	M eetings, conferences and travel		-		-		3,000		2,000
101-11-155-41-610-000	General supplies		352		1,796		8,500		10,500
101-11-155-41-611-000	Minor Equipment and Furniture		-		1,914		5,000		-
101-11-155-41-612-000	Computer Software		-		-		4,700		-
101-11-155-41-640-000	Books & Periodicals		-		-		1,500		-
101-11-155-41-641-000	Dues and subscriptions	-		-		1,000		00	
TOTAL AVA		\$	144,019	\$	159,769	\$	184,881	\$	223,991

## **Goals and Objectives**

The AVA Division established the following goals and objectives for the new fiscal year:

• Continue to clean up the City of Coachella by abating blighted vehicles.



## **Neighborhood Services**

#### **Animal Control**



Animal control services are contracted with the County of Riverside. This contract is administered under the Neighborhood Services Department.



### **Animal Control Detailed Expense Budget**

	FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		FY 2023-24 Initial Budget		
Public Safety - Animal Control									
101-11-155-10-334-001	Other prof/contract services-Animal Cont	\$	221,763	\$	345,793	\$	437,740	\$	490,000
TOTAL EMERGENCY SERVICES PROGRAM		\$	221,763	\$	345,793	\$	437,740	\$	490,000





### **City Administration**

#### **Emergency Services**



The Emergency Services program is responsible for securing the resources necessary to carry out emergency procedures and response to local emergencies and major natural disasters. The program provides emergency preparedness training for City staff and equipment for coordination and communication. The City of Coachella contracted the Riverside County to carry out this program.

### **Emergency Services Detailed Expense Budget**

Public Safety - Emergency S	Services		2020-21 Actual		FY 2022-23 FY 2021-22 Estimated Actual Year End				2023-24 al Budget
101-11-156-10-110-000	Regular employees	\$	45,641	\$	68,572	\$	\$ -		-
101-11-156-10-114-000	Benefit and leave cash-in	2,021		14,928	_			-	
101-11-156-10-210-000	Group insurance		9,264		12,405	-			-
101-11-156-10-220-000	Payroll tax deductions		-		380		-		-
101-11-156-10-230-000	PERS contributions		14,598		6,007		-		-
101-11-156-10-334-000	Other professional/contract services		-		20,000				80,000
101-11-156-10-530-000	Communications	1,539 446			-		-		
101-11-156-10-610-000	General supplies		-		2,676	676			-
TOTAL EMERGENCY SI	ERVICES PROGRAM	\$	73,063	\$	125,415	\$	-	\$	80,000



#### **General Government**

The function of the General Government division is to support the other City units by managing the goods and services they use in common. Support is provided in areas such as building maintenance, utility services payments, general insurance risk management and payment, office and operating supplies, equipment maintenance, data processing services, vehicle maintenance and others as they are used by City departments and agencies.

The single largest expenditure for this department is the transfer of \$1,776,978 to the Coachella Fire Protection District for fire protection services under contract with the California Department of Forestry through the Riverside County Fire Department. This section also includes insurance premiums that are common to all City divisions and agencies.

The schedule for the allocation of general government support is shown on the following pages. It represents the total amount that will be allocated. The allocation method is as follows:

- All departments and funds that are supported by general government in some way are included based on their individual budget amount as a percent of the overall City budget.
- Contract services such as Police, and the City Attorney are not included. Nor, are grants or special revenue funds included.
- The Water Authority and Sanitary District are included due to their use of the employee insurance, general liability insurance, data processing and vehicle maintenance functions.





## **General Government**

## General Government Detailed Expense Budget

		2020-21 FY 2021-22 actual Actual				2022-23 timated ear End	7 2023-24 ial Budget
General Government							7707
	Special Events						
101-11-160-10-545-000	Sponsorships	\$ -	\$	15,000	\$	2,500	\$ 10,000
101-11-160-10-801-000	Misc/Economic Development	4,902		21,886		-	-
101-11-160-10-801-001	Community Based Grant Programs	11,000		5,000		12,500	15,000
101-11-160-10-801-002	Boxing Club	30,000		30,000		30,000	30,000
101-11-160-10-801-003	Christmas Parade	600	1	20,381		130,000	140,000
101-11-160-10-801-004	Chamber of Commerce	34,700		45,525		65,000	68,000
101-11-160-10-801-005	July 4th Event	37,751		27,279		80,000	80,000
101-11-160-10-801-006	September 16th Event	-		-		100,000	145,000
101-11-160-10-801-008	Day of Young Child	-		6,109		5,000	7,000
101-11-160-10-801-009	Veterans Breakfast	-		11,713		15,000	15,000
101-11-160-10-801-012	Coachella Mariachi Festival	-		51,281		55,000	65,000
101-11-160-10-801-013	Taco Event	-	1	54,283		65,000	75,000
101-11-160-10-801-014	Library - Literary Program	-		-		25,000	25,000
101-11-160-10-801-017	Suavecito Sundays	-		74,564		70,000	50,000
101-11-160-10-801-018	Coachella Valley LGBTQ Pride Festival	-				8,000	-
101-11-160-90-801-012	Synergy Festival	-		27,395		30,000	35,000
101-11-160-90-801-013	Run with Los Muertos	-		49,371		65,000	65,000
101-11-160-90-801-014	Dia de Los Muertos USA	-		15,000		15,000	-
101-11-160-90-801-017	City of Coachella Anniversary Event	-		-		75,000	-
	Total Special Events	\$ 118,952	\$ 5	54,787	\$	848,000	\$ 825,000
General Government							
	Insurance						
101-11-160-90-521-000	Worker's compensation insurance	\$ -	\$ (	52,692)	\$	-	\$ -
101-11-160-90-521-001	General liability insurance	458,791	7	09,162		664,183	908,700
101-11-160-90-521-002	Employee practices insurance premium	29,418		-			-
101-11-160-90-521-003	Property damage premium	99,137		-		-	-
101-11-160-90-521-007	Unemployment insurance	22,475		6,692		16,000	8,000
101-11-160-90-521-008	Insurance-Deadly Weapon Response Program	483		-		-	-
101-11-160-90-522-000	Retiree employee insurance	97,464	1	14,468		102,000	120,000
	Total Insurance	\$ 707,768	\$ 7	77,629	\$	782,183	\$ 1,036,700



## **General Government (Continued)**

**General Government Detailed Expense Budget (Continued)** 

		FY 2020-21 FY 2021-22 Actual Actual			FY 2022-23 Estimated Year End			Y 2023-24 tial Budget	
General Government	Other								
101-11-160-10-311-000	County administrative charges	\$	9,344	\$	7,757	\$	9,500	\$	9,500
101-11-160-10-331-000	Audit services		20.000		-,,,,,,	•	,,,,,,,		-
101-11-160-10-324-000	Office Equipment Leases		10,566		21,704		58,000		58,000
101-11-160-10-334-000	Other professional/contract services		144,060		277,578		249,000		250,000
101-11-160-10-521-000	PERS Liability (Public Safety)		475.152		277,570		33,351		35,000
101-11-160-10-523-000	CalPERS-Retiree Pension Replacement Benefit		15.292		11.085		20,000		20,000
101-11-160-10-530-000	Communications				5.617		20,000		20,000
101-11-160-10-540-000	Advertising		266		6,890		5,000		5,000
101-11-160-10-610-000	General supplies		15.604		33,119		24,000		20,000
101-11-160-10-611-000	Minor equipment and furniture		-		-		10.000		20,000
101-11-160-10-641-000	Dues and subscriptions		154,373		66,730		155,000		155,000
101-11-160-90-334-000	Health Plan Admin Fees		3.294		21,277		6,000		6,000
101-11-160-90-801-000	Miscellaneous - contingency		(78,097)		-		0,000		0,000
101-11-160-90-802-000	Bad Debt Expense		116.657		21,565		•		•
101 11 100 70 002 000	ylong selektrogg om could Construct Construction of	_		_		_		_	
	Total Other	\$	886,511	\$	473,321	\$	569,851	\$	558,500
General Government									
	Transfers Out								
101-11-199-10-910-182	Transfer Out - CIP Fund (182)	\$	306,634	\$	18,581	\$	389,211	\$	548,595
101-11-199-10-910-195	Transfer Out- Debt Service POB		715,389		1,384,345		1,016,664		1,018,856
101-11-199-11-910-195	Transfer Out- Debt Service Lease Rev. Bonds		-		-		610,931		594,663
101-11-199-10-910-240	Transfer Out - Fire District		1,546,239		1,709,174		2,408,322		2,540,049
101-11-199-10-910-242	Transfer Out - Police CFD		80,899		-		-		-
	Total Transfers	\$	2,649,162	\$	3,112,101	\$	4,425,128	\$	4,702,163
TOTAL GENERAL GOVERNMENT		\$	4,362,393	\$	4,917,838	\$	6,625,162	\$	7,122,363



## **Information Technology Division**



The Department of Information Technology (IT) continues to maintain the pace of rapid change in the world of technology. The Department is responsible for development, implementation, and maintenance of information systems and technology for other City Departments.

The IT Department through collaboration and participation with other departments, provides the highest quality, cost-effective, technical support and services that are critical in meeting the needs of the public.

**Information Technology Division Detailed Expenditure Budget** 

		FY 2020-21 Actual		7 2021-22 Actual	Es	FY 2022-23 Estimated Year End		FY 2023-24 nitial Budget	
Information Technology									
101-11-161-90-110-000	Regular employees	\$	148,788	\$ 189,002	\$	196,793	\$	213,764	
101-11-161-90-114-000	Benefit and leave cash-in		6,124	19,561		19,184		20,187	
101-11-161-90-117-000	Stand-by time/overtime		-	1,193		-		-	
101-11-161-90-132-000	Other salary payments		-	-		696		696	
101-11-161-90-210-000	Group insurance		26,452	25,288		25,675		62,272	
101-11-161-90-220-000	Payroll tax deductions		2,380	3,048		3,050		3,209	
101-11-161-90-230-000	PERS contributions		47,547	12,556		31,479		34,299	
101-11-161-90-334-000	Professional/contract services		42,730	74,642		45,000		77,500	
101-11-161-90-430-000	Repair and maintenance services		13,171	3,523		15,028		17,500	
101-11-161-90-530-000	Communications		93,146	122,678		105,000		171,820	
101-11-161-90-580-000	M eetings, conferences and travel		-	-		-		-	
101-11-161-90-610-000	General supplies		7,102	19,497		9,000		5,000	
101-11-161-90-611-000	Minor equipment and furniture		-	23,039		11,724		50,000	
101-11-161-90-612-000	Computer software		115,814	185,280		163,756		178,218	
101-11-161-90-641-000	Dues and subscriptions		206	1,927		-		-	
101-11-161-90-741-000	Machinery and equipment		25,422	64,588		39,500		12,000	
TOTAL INFORMATION TECHNOLOGY		\$	528,882	\$ 745,824	\$	665,885	\$	846,465	



#### **Fleet Maintenance Division**



The Fleet Maintenance Division maintain and repairs the City's vehicle fleet and equipment assets. Services include heavy equipment such as street sweepers and skip loaders, personnel vehicles such as pick up trucks and autos, commercial passenger vehicles and small equipment such as mowers, blowers, and hedges.

The department is also responsible to manage the inventory replacement parts to service city equipment.

Fleet Maintenance Division Detailed Expenditure Budget

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		7 2023-24 ial Budget
Fleet Maintenance Divisi	on							
101-11-164-90-110-000	Regular employees	\$	157,471	\$	166,800	\$	176,166	\$ 193,846
101-11-164-90-114-000	Benefit and leave cash-in		3,791		4,379		13,270	14,146
101-11-164-90-117-000	Stand-by time/overtime		1,452		6,736		5,000	7,000
101-11-164-90-132-000	Other salary payments		-		-		696	696
101-11-164-90-210-000	Group insurance		43,750		38,702		52,362	52,822
101-11-164-90-220-000	Payroll tax deductions		2,457		2,590		2,747	2,952
101-11-164-90-230-000	PERS contributions		28,840		12,653		13,210	14,527
101-11-164-90-334-000	Other professional/contract services		10,194		8,930		5,000	-
101-11-164-90-334-005	Other Prof/Contact serv- Sr Center		607		433		500	3,000
101-11-164-90-334-006	Other Prof/Contact serv-Engineering		607		433		500	3,000
101-11-164-90-334-009	Other Prof/Contact serv- Bldg Maint		673		433		500	3,000
101-11-164-90-334-010	Other Prof/Contact serv- Code Enf		1,166		975		500	3,000
101-11-164-90-334-011	Other Prof/Contact serv- Develop Serv		194		178		500	3,000
101-11-164-90-334-012	Other Prof/Contact serv- Fleet		454		275		500	1,600
101-11-164-90-334-013	Other Prof/Contact serv- Gen Gov't		1,554		1,051		500	1,600
101-11-164-90-334-014	Other Prof/Contact serv- LLM D		194		178		500	1,600
101-11-164-90-334-015	Other Prof/Contact serv- Parks		2,613		7,147		500	1,600
101-11-164-90-334-016	Other Prof/Contact serv- Streets		3,068		6,680		500	1,600
101-11-164-90-430-000	Repair and maintenance services		1,300		1,738		2,500	2,500
101-11-164-90-430-005	Repair & maint/Sr Center		529		1,207		5,000	5,000
101-11-164-90-430-006	Repair & maint/Engineering		808		1,949		500	500
101-11-164-90-430-009	Repair & maint/Bldg Maint		288		1,206		500	500
101-11-164-90-430-010	Repair & maint/Code Enf		1,877		2,021		500	500
101-11-164-90-430-011	Repair & maint/Develop Serv		29		2,106		500	500
101-11-164-90-430-012	Repair & maint/Fleet		8,854		332		500	500
101-11-164-90-430-013	Repair & maint/Gen Gov't		965		1,136		500	500
101-11-164-90-430-014	Repair & maint/LLMD		863		287		500	500



## Fleet Maintenance Division (Continued)



## Fleet Maintenance Division Detailed Expenditure Budget (Continued)

			FY 2022-23						
		FY 2020-21	FY 2021-22	Estimated	FY 2023-24				
		Actual	Actual	Year End	Initial Budget				
Fleet Maintenance Divisi	eet Maintenance Division - Continued								
101-11-164-90-430-015	Repair & maint/Parks	\$ 3,600	\$ 5,469	\$ 500	\$ 10,000				
101-11-164-90-430-016	Repair & maint/Streets	7,285	12,239	500	10,000				
101-11-164-90-442-000	Rental of equipment and vehicles	83,366	98,202	207,333	294,000				
101-11-164-90-530-000	Communications	1,531	3,355	2,000	2,000				
101-11-164-90-610-000	General supplies	7,557	9,385	6,500	6,500				
101-11-164-90-610-005	General supplies/Senior Center	1,032	3,692	2,000	2,000				
101-11-164-90-610-006	General supplies/Engineering	2,405	1,522	-	500				
101-11-164-90-610-009	General supplies/Bldg Maint	2,120	507	500	500				
101-11-164-90-610-010	General supplies/Code Enf	2,628	1,165	500	500				
101-11-164-90-610-011	General supplies/Develop Services	-	-	500	500				
101-11-164-90-610-012	General supplies/Fleet	2,868	1,850	2,000	3,000				
101-11-164-90-610-013	General supplies/Gen Gov't	390	575	100	1,000				
101-11-164-90-610-014	General supplies/LLMD	337	134	500	500				
101-11-164-90-610-015	General supplies/Parks	2,964	9,719	8,000	8,000				
101-11-164-90-610-016	General supplies/Streets	7,765	2,978	8,000	8,000				
101-11-164-90-611-000	Minor equipment and furniture	-	1,419	_	-				
101-11-164-90-620-000	Energy charges - fuel costs	684	362	_	-				
101-11-164-90-620-005	Fuel/Senior Center	4,224	4,930	7,500	8,000				
101-11-164-90-620-006	Fuel/Engineering	3,227	6,795	5,000	7,500				
101-11-164-90-620-009	Fuel/Bldg Maint	3,869	6,692	6,500	7,500				
101-11-164-90-620-010	Fuel/Code Enf	8,676	14,863	15,000	15,000				
101-11-164-90-620-011	Fuel/Develop Services	3,587	5,817	5,000	7,500				
101-11-164-90-620-012	Fuel/Fleet	5,310	7,071	18,000	10,000				
101-11-164-90-620-013	Fuel/Gen Gov't	557	1,660	2,000	2,000				
101-11-164-90-620-014	Fuel/LLMD	1,925	4,580	5,000	6,500				
101-11-164-90-620-015	Fuel/Parks	17,717	30,650	25,000	25,000				
101-11-164-90-620-016	Fuel/Streets	23,015	29,326	25,000	30,000				
101-11-164-90-741-000	Machinery and equipment	33,278	-	15,000					
101-11-164-90-742-000	Vehicles	-	27,906	-	-				
TOTAL FLEET MAINTER	NANCE DIVISION	\$ 506,515	\$ 563,418	\$ 652,384	\$ 785,989				



## Fleet Maintenance Division (Continued)



## **Goals and Objectives**

The Fleet maintenance Division established the following goals and objectives for the new fiscal year:

- Maintain annual per mile costs for entire fleet to reflect maintenance costs.
- Coordinate with all departments to update and maintain the vehicle and equipment replacement and surplus process.
- Continue to work on grant options to fund a CNG Fueling Station at the Coachella Corporate Yard.



## **Building Maintenance Division**













The building maintenance division is responsible for all in-house repair, renovation, and maintenance of city owned buildings and other approved facilities. In order to accomplish its responsibilities in maintaining city owned structures, this department may employ specialized electricians, heating and air conditioning technicians, carpenters, maintenance mechanics, laborers, locksmiths, and other service personnel on an as needed basis.

#### **Building Maintenance Division Detailed Expenditure Budget**

		FY 2020-21 Actual		FY 2021-22 Estin		FY 2022-23 Estimated Year End		72023-24 ial Budget
Building Maintenance Di								
101-11-165-90-110-000	Regular employees	\$	152,516	\$ 183,799	\$	188,646	\$	207,428
101-11-165-90-114-000	Benefit and leave cash-in		14,986	15,450		28,105		29,143
101-11-165-90-117-000	Stand-by time/overtime		18,407	59,041		25,000		35,000
101-11-165-90-120-000	Temporary/part-time employees		8,512	23,440		20,000		20,000
101-11-165-90-132-000	Other salary payments		-	-		2,646		2,646
101-11-165-90-210-000	Group insurance		24,690	31,807		25,933		51,483
101-11-165-90-220-000	Payroll tax deductions		2,784	3,752		3,456		3,788
101-11-165-90-230-000	PERS contributions		40,293	19,720		26,708		29,180
101-11-165-90-334-000	Other professional/contract services		51,975	119,538		100,000		50,000
101-11-165-90-334-001	Contract Services/City Hall		20,795	16,135		18,500		20,000
101-11-165-90-334-002	Contract Services/Comm Center		2,137	7,117		90,000		65,000
101-11-165-90-334-004	Contract Services/Corp Yard		9,322	16,880		55,000		25,000
101-11-165-90-334-005	Contract Services/Senior Center		2,508	6,611		62,000		75,000
101-11-165-90-334-007	Contract Services/Fire Station		4,326	6,950		10,000		20,000
101-11-165-90-334-008	Contract Services/Other City Prop		11,146	3,251		30,000		45,000
101-11-165-90-334-010	Contract Services/Permit Center		27,727	47,920		25,000		45,000
101-11-165-90-334-011	Contract Services/Library		5,566	17,660		22,000		60,000
101-11-165-90-430-000	Repair and maintenance services		290	296		-		-
101-11-165-90-430-001	Repair & Maint/City Hall		10,843	41,250		35,000		50,000
101-11-165-90-430-002	Repair & Maint/Comm Center		12,332	22,682		10,000		10,000
101-11-165-90-430-004	Repair & Maint/Corp Yard		82,085	64,950		35,000		89,000
101-11-165-90-430-005	Repair & Maint/Senior Center		7,014	14,082		12,000		19,000
101-11-165-90-430-007	Repair & Maint/Fire Station		11,081	5,262		6,500		6,500
101-11-165-90-430-008	Repair & Maint/Other City Prop		4,352	3,124		5,000		30,000



## **Building Maintenance Division (Continued)**

**Building Maintenance Division Detailed Expenditure Budget (Continued)** 

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Building Maintenance D	vision - Continued				
101-11-165-90-430-009	Repair & Maint/Boxing Club	\$ -	\$ -	\$ 8,000	\$ 12,000
101-11-165-90-430-010	Repairs & Maint/Civic Center	49,665	35,329	25,000	25,000
101-11-165-90-430-011	Repairs & Maint/Coachella Library	4,618	10,240	21,842	20,000
101-11-165-90-442-000	Rental of equipment and vehicles	1,801	1,257	5,000	5,000
101-11-165-90-530-000	Communications	6,220	4,575	5,200	5,200
101-11-165-90-610-000	General supplies	9,831	24,250	20,000	-
101-11-165-90-610-001	Supplies/City Hall	4,415	5,516	5,000	5,000
101-11-165-90-610-002	Supplies/Comm Center	1,627	3,879	5,000	5,000
101-11-165-90-610-004	Supplies/Corp Yard	3,861	9,450	20,000	20,000
101-11-165-90-610-005	Supplies/Senior Center	2,058	9,366	11,000	11,000
101-11-165-90-610-007	Supplies/Fire Station	962	855	-	-
101-11-165-90-610-008	Supplies/Other City Prop	2,178	762	-	-
101-11-165-90-610-010	Supplies/Civic Center	949	10,442	20,000	20,000
101-11-165-90-610-011	Supplies/Library	4,115	18,199	20,000	20,000
101-11-165-90-611-000	Minor equipment and furniture	-	2,453	4,000	5,000
101-11-165-90-620-001	Utilities/City Hall	21,168	30,830	30,000	30,000
101-11-165-90-620-002	Utilities/Comm Center	7,011	11,160	10,000	10,000
101-11-165-90-620-004	Utilities/Corp Yard	9,451	32,201	40,000	40,000
101-11-165-90-620-005	Utilities/Senior Center	9,994	18,791	20,000	20,000
101-11-165-90-620-007	Utilities/Fire Station	11,677	18,280	20,000	20,000
101-11-165-90-620-008	Utilities/Other City Prop	14,308	24,032	20,000	20,000
101-11-165-90-620-010	Utilities/Civic Center	23,581	28,518	30,000	30,000
101-11-165-90-620-011	Utilities/Library	25,027	38,575	25,000	25,000
TOTAL BUILDING MAIN	NT. DIVISION	\$ 740,204	\$ 1,069,676	\$ 1,201,536	\$ 1,336,367

#### **Goals and Objectives**

The Building Maintenance Division established the following goals and objectives for the new fiscal year:

- Maintain annual per mile costs for entire fleet to reflect maintenance costs.
- Coordinate with all departments to update and maintain the vehicle and equipment replacement and surplus process.
- Continue to work on grant options to fund a CNG Fueling Station at the Coachella Corporate Yard.



The special revenue funds are used to account for the proceeds of revenue sources that are legally or otherwise restricted to expenditures for specified purposes.

The City of Coachella utilizes special revenue funds for the following purposes:

- To account for funds the City receives from other agencies via public law or other enactment
- To account for grant funds received from other entities such as federal, state and county grant programs
- To account for revenue received through special assessments such as the landscape and lighting districts
- To account for revenue either transferred or provided to special districts such as the Coachella Fire Protection District

This section includes those special revenue funds received from other agencies via public law or other enactment, and those special revenue funds included in the landscape and lighting districts. Grant funds, transfers and other special districts are included in separate sections of this document.





### Road Maintenance-Dillon Road



#### **Detailed Revenue Budget**

	2020-21 Actual	7 2021-22 Actual	E	2022-23 stimated ear End	2023-24 Initial Budget	
Road Maintenance-Dillo 108-12-311-30-332-000 108-12-311-70-361-000	n Road  Road Maintenance - Dillon Rd.  Interest Income	\$ 68,432 996	\$ 44,805 268	\$	25,000	\$ 50,000
Total Road Repair & Maintenance - Dillon Road		\$ 69,428	\$ 45,073	\$	25,000	\$ 50,000

		2020-21 Actual	2021-22 ctual	Esti	022-23 mated ar End	23-24 Budget
Road Maintenance - Dillon Ro	oad					
108-12-131-10-334-000 Ot	her professional/contract services	\$ 142	\$ -	\$	-	\$ -
108-12-281-10-910-182 Tra	ansfers out to fund 182 (ST-119)	66,500	-		-	-
Total Road Maintenance - Dil	lon Road	\$ 66,642	\$ -	\$	-	\$ 



#### Road Maintenance & Rehabilitaton (SB 1)



After years of advocating for a solution to the state's transportation crisis, the Legislature passed and the Governor signed SB 1 (Beall, 2017), also known as the Road Repair and Accountability Act of 2017, increasing transportation funding and instituting much-needed reforms. SB 1 provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.

#### **Detailed Revenue Budget**

		2020-21 Actual	72021-22 Actual	E	7 2022-23 stimated Tear End	FY 2023-24 Initial Budget		
Road Maintenance & Rehabilitaton (SB 1) 109-12-311-30-332-000 SB1 Road, Maint & Rehab Account		865,414	\$ 937,396	\$	892,000	\$	1,042,000	
Total Road Maintenance & Rehabilitaton (SB 1)	\$	865,414	\$ 937,396	\$	892,000	\$	1,042,000	

#### **Detailed Expenditure Budget**

		FY 2020-21 FY 2021-22 Actual Actual		FY 2022-23 Estimated Year End		72023-24 ial Budget		
Road Maintenance & Re	habilitation (SB 1)							
109-12-257-10-910-182	Transfer out to fund 182 (ST-105)	\$	-	\$	-	\$	647,560	\$ -
109-12-281-10-910-182	Transfers out to fund 182 (ST-119)		1,493,010		-		-	-
109-12-291-10-910-182	Transfer out to Fund 182 (ST-134)		-		234,521		477,101	-
109-12-293-10-910-182	Transfer out to Fund 182 (ST-131)		-		28,975		277,000	431,250
109-12-296-10-910-182	Transfer Out to Fund 182 (ST-134)		-		46,094		-	-
109-12-245-10-910-182	Transfer out to Fund 182 (ST-93)	-			-		-	1,101,884
Total Road Repair & Maintenance Fund		\$	1,493,010	\$	309,590		1,401,661	1,533,134

This bill would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. The bill would provide for the deposit of various funds for the program in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund, including revenues attributable to a \$0.12 per gallon increase in the motor vehicle fuel (gasoline) tax imposed by the bill with an inflation adjustment, as provided, 50% of a \$0.20 per gallon increase in the diesel excise tax, with an inflation adjustment, as provided, a portion of a new transportation improvement fee imposed under the Vehicle License Fee Law with a varying fee between \$25 and \$175 based on vehicle value and with an inflation adjustment, as provided, and a new \$100 annual vehicle registration fee applicable only to zero-emission vehicles model year 2020 and later, with an inflation adjustment, as provided. The bill would provide that the fuel excise tax increases take effect on November 1, 2017, the transportation improvement fee takes effect on January 1, 2018, and the zero-emission vehicle registration fee takes effect on July 1, 2020.



#### **State Gas Tax**



This fund is used to account for the City's share of the tax imposed on vehicle fuel under the provision of the Street and Highway Code of the State of California. The funds are restricted to the acquisition, construction, improvement and maintenance of public streets.

#### **Detailed Revenue Budget**

		F	Y 2020-21 Actual	F	Y 2021-22 Actual	1	Y 2022-23 Estimated Year End	F	Y 2023-24 Initial Budget
State Gas Tax 111-12-311-30-331-000	State Gas Tax Revenue	\$	1,036,835	\$	1,124,756	\$	1,100,000	\$	1,208,000
Total State Gas Tax		\$	1,036,835	\$	1,124,756	\$	1,100,000	\$	1,208,000

State Gas Tax	Гах		Y 2020-21 Actual	 7 2021-22 Actual	E	Y 2022-23 Estimated Year End	FY 2023-24 Initial Budget		
111-12-311-10-334-000	Other professional services	\$	1,508	\$ 66	\$	-		-	
111-12-311-10-910-101	Transfers-out - street expenditures		678,927	683,472		740,500		853,600	
111-14-234-10-910-195	Transfer Out To Fund 195		356,400	-		359,500		354,400	
Total State Gas Tax Fund	1	\$	1,036,835	\$ 683,538	\$	1,100,000	\$	1,208,000	



#### **Air Quality Improvement**



The City of Coachella receives AB 2766 funds to implement programs that reduce air pollution from motor vehicles. A Motor vehicle registration fee surcharge of \$6 per vehicle is collected by the Department of Motor Vehicles and subvened to the South Coast Air Quality Management District (AQMD) for disbursement. The program provides a funding source for cities and counties to meet requirements of

federal and state Clean Air Acts, and for implementation of motor vehicle measures in the AQMD Air Quality Management Plan (AQMP). The legislation creating this revenue source provides for oversight of the use of these monies by local governments. Air districts that receive AB2766 monies report annually to the California Air Resources Board (CARB) on the use and results of the programs funded by the fees. Cities and counties under AQMD's jurisdiction provide annual program and financial information to the AQMD. This information is compiled by the AQMD and forwarded as an annual report to CARB.

#### **Detailed Revenue Budget**

Air Quality Improvement		2020-21 Actual	2021-22 Actual	Es	2022-23 stimated ear End	FY 2023-24 Initial Budget		
112-12-311-30-331-000	AQMD AB2766 Revenues	\$ 76,121	\$ 61,267	\$	57,000	\$	60,000	
112-12-311-70-361-000	Interest Income	782	348		518		500	
112-12-170-70-364-000	Unrealized gain/loss on investment	(914)	(2,740)		-		-	
Total Air Quality Improvement		\$ 75,989	\$ 58,876	\$	57,518	\$	60,500	

	2020-21 Actual	FY 2021-22 Actual		FY 2022-23 Estimated Year End		FY 2023-24 Initial Budget		
Air Quality Improvement 112-12-311-10-334-000	Professional/contract services	\$ 46,211	\$	45,950	\$	45,000	\$	45,000
Total Air Quality Improve	ement	\$ 46,211	\$	45,950	\$	45,000	\$	45,000



#### **Local Transportation - Measure A**



This fund is set aside for the collection of the one-half cent sales tax increase approved by the Riverside County voters. The funds received are restricted for use in acquisition, construction and improvement of the City's streets.

#### **Detailed Revenue Budget**

Local Transportation - Measure A		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Es timated Year End		2023-24 Initial Budget
Local Transportation - M	easure A							
117-12-311-30-338-000	RCTC-M easure "A"	\$ 766,226	\$	825,442	\$	600,000	\$	832,000
117-12-311-70-361-000	Interest Income	2,197		8,054		15,602		8,000
117-12-311-90-369-000	Other Revenue	-		547		-		-
Total Local Transportation - Measure A		\$ 768,423	\$	834,043	\$	615,602	\$	840,000

		 7 2020-21 Actual	 2021-22 Actual	E	FY 2022-23 Estimated Year End		Y 2023-24 tial Budget
Local Transportation Fun	ıd-Measure A						
117-12-245-10-910-182	Transfers-out to 182 (ST-93)	\$ -	\$ -	\$	-	\$	633,040
117-12-257-10-910-182	Transfers-out to 182 (ST-105)	-	274,983		561,815		-
117-12-280-10-910-182	Transfers-out to 182 (ST-118)	-	-		-		1,013,472
117-12-281-10-901-182	Transfers-out to 182 (ST-119)	270,288	-		-		-
117-12-291-10-901-182	Transfers-out to 182 (ST-129)	-	252,604		-		-
117-12-295-10-901-182	Transfers-out to 182 (ST-131)	-	76,662		-		-
Total Local Transportation	on Fund-Measure A	\$ 270,288	\$ 604,249 \$ 561,815		\$	1,646,512	



#### **Development Impact Fees - Park Land**



In 1975 California Government Code Section 66477 (Quimby Act) was passed authorizing cities and counties to pass ordinances requiring that developers set aside land, donate conservation easements or pay fees for park improvements. The goal of the Quimby Act was to require developers to help mitigate the impacts of development on local communities. In 1982

the act was substantially amended to further define acceptable uses of or restrictions on Quimby funds, provided acreage/population standards and required agencies to show a reasonable relationship between the public need for the park or recreational land and the development project which the fee is imposed.

The fee is \$1,377.00 per residential unit and \$1,134.68 per multi family unit. This fee structure was approved by the Coachella City Council on February 24, 2010.

#### **Detailed Revenue Budget**

	2020-21 Actual	F	Y 2021-22 Actual	E	7 2022–23 stimated Tear End	7 2023-24 Initial Budget
Dev Impact Fee -Park Land						
120-12-420-50-375-000 Park Land Fees	\$ 353,231	\$	1,077,926	\$	699,000	\$ 397,138
120-12-311-70-361-000 Interest Income	(21,188)		(6,021)		-	-
Total Dev Impact Fee -Park Land	\$ 332,043	\$	1,071,905	\$	699,000	\$ 397,138

		020-21 tual	FY 2021-22 Actual		FY 2022-23 Estimated Year End		FY 2023-24 Initial Budget	
Dev Impact Fee -Park Land 120-12-311-10-334-000 Other professional/Contract services		-	\$	•	\$	-		-
Total Dev Impact Fee -Park Land	\$	-	\$	-	\$	-	\$	-



#### **Development Impact Fees - Library**



Impact fees paid to the City by developers for their agreement to subsidize certain improvements or other mitigation measures that result from development projects are set aside in this fund. The use of the money in this fund must be connected to the impact item for which the funds were paid by the developer. This fund was established to collect fee in relation to the expansion and/or construct of a new City Library as needed by an increasing population.

The fee is \$577.88 per residential unit and \$485.42 per multi family unit. This fee structure was approved the Coachella City Council on September 12, 2012.

#### **Detailed Revenue Budget**

Dev Impact Fee -Library	ev Impact Fee -Library		7 2020-21 Actual	FY 2021-22 Actual		FY 2022-23 Es timated Year End		7 2023-24 Initial Budget
121-12-420-53-372-000	Library Fee	\$	149,209	\$	112,563	\$	126,000	\$ 169,897
121-12-311-70-361-000	Interest Income		(2,161)		48		30,000	-
121-12-170-70-364-000	Unrealized gain/loss on investment		(1,191)		(1,368)		-	-
Total Dev Impact Fee -Library		\$	145,857	\$	111,243	\$	156,000	\$ 169,897

Day Impact Fac. Library		F	Y 2020-21 Actual		2021-22 Actual	Es	2022-23 timated ear End		2023-24 al Budget
Dev Impact Fee -Library 121-12-311-10-334-000	Other professional/contract services	\$	-	\$	4,845	\$	_	\$	_
121-12-479-10-910-182	Transfers-out—Fund 182 (F-33)	•	-	J	-	J	-	J	50,000
121-12-311-10-852-000	Interest Expense		2,988		3,643		30,000		-
Total Dev Impact Fee -Library		\$	2,988	\$	8,488	\$	30,000	\$	50,000



#### **Development Impact Fees - Park Improvements**



Impact fees paid to the City by developers for their agreement to subsidize certain improvements or other mitigation measures that result from development projects are set aside in this fund. The use of the money in this fund must be connected to the impact item for which the funds were paid by the developer.

This fund was established to account for fees paid in connection with park improvement as a result of increased demand due to new development. This money is restricted to capital improvements only and cannot be used to purchase park land. In addition, these monies should not be confused with the Quimby fees defined in another section. The fee is \$7,857.35 per residential unit and \$6,578.17 per multi family unit. This fee structure was approved the Coachella City Council on September 12, 2012.

#### **Detailed Revenue Budget**

Dev Impact Fee -Park Improvement		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Es timated Year End		F	Y 2023-24 Initial Budget
126-12-420-50-375-000	Park Improvement Fee	\$	1,158,831	\$	1,071,069	\$	845,000	\$	2,302,360
126-12-311-70-361-000	Interest Income		4,724		(1,127)		-		-
126-12-170-70-364-000	Unrealized gain/loss on investment		(7,660)		(67)		-		-
Total Dev Impact Fee -Park Improvement		\$	1,155,895	\$	1,069,875	\$	845,000	\$	2,302,360

Dev Invest Fee Peak Inv			7 2020-21 Actual		2021-22 Actual	Esti	022-23 mated r End	FY 2023-24 Initial Budge		
Dev Impact Fee -Park Imp 126-12-311-10-334-000	Professional/contract services	\$	665,000	\$		\$	-	\$	-	
126-12-311-10-852-000	Interest Expense		5,704	•	2,537	•	-		-	
126-12-517-10-910-182	Transfer out to fund 182 (P-31)		-		-		-		587,330	
126-12-518-10-910-182	Transfer out to fund 182 (P-32)		-		-		-		719,000	
Total Dev Impact Fee -Park Improvement		S	670,704	\$	2,537	S	-	\$	1,306,330	



#### **Development Impact Fees - Street and Transportation**

Impact fees paid to the City by developers for their agreement to subsidize certain improvements or other mitigation measures that result from development projects are set aside in this fund. The use of the money in this fund must be connected to the impact item for which the funds were paid by the developer. This fund was established to account for fees to construct or install improvements for new or modified traffic sig-

nals, street rehabilitation and construction, construction or installation of bridge and grade circulation improvements, and bus shelter improvements, that mitigate impacts of specific development projects. The fee is \$2,685.98 per residential unit,

\$1,390.95 per multi-family unit, and \$3,693.22, \$4,364.73, \$2,997.74 per 1,000 square feet of commercial space, office space, and industrial space respectively. This fee structure was approved the Coachella City Council on September 12, 2012.

#### **Detailed Revenue Budget**

			7 2020-21 Actual	-	7 2021-22 Actual	E	Y 2022-23 s timated Year End	2023-24 Initial Budget
Dev Impact Fee -Streets /	And the second of the second o							
127-12-420-50-376-000	Street Construction and Rehab Fee	\$	738,932	\$	675,654	\$	782,000	\$ 569,191
127-12-311-70-361-000	Interest Income		(6,979)		(10,928)		-	-
127-12-160-90-122-000	Transfer in from fund 122		90,747		-		-	-
127-12-160-90-124-000	Transfer in from fund 124		39,868		-		-	-
Total Dev Impact Fee -Streets & Transp.		S	862,568	\$	664,727	\$	782,000	\$ 569,191

		FY 2020 Actus		FY 202 Actu		E	FY 2022-23 Estimated Year End		Y 2023-24 tial Budget
Dev Impact Fee -Streets /	Transp.								
127-12-218-10-910-182	Transfers-out to fund 182 (ST-69)	\$ 2	2,496	\$		\$	1,038,199	\$	1,842,536
127-12-230-10-910-182	Transfers-out to fund 182 (ST-78)	19	,022		-		-		-
127-12-233-10-910-182	Transfer out to fund 182 (ST-81)	7	7,857		-		-		52,799
127-12-245-10-910-182	Transfer out to fund 182 (ST-93)	41	,574		-		122,619		365,861
127-12-250-10-910-182	Transfers-out to Fund 182 (ST-98)	6	5,852	11	0,000		109,999		-
127-12-293-10-910-182	Transfer out to fund 182 (ST-131)		-		-		1,299,750		52,801
127-12-311-10-741-000	Capital projects	70	0,000		-		-		-
127-12-311-10-801-000	Miscellaneous	223	3,593	1,84	5,000		-		-
Total Dev Impact Fee -St	reets / Transp.	\$ 371	1,394	\$ 1,95	5,000	\$	2,570,567	\$	2,313,997



#### **Development Impact Fees - Police Facilities**



Impact fees paid to the City by developers for their agreement to subsidize certain improvements or other mitigation measures that result from development projects are set aside in this fund. The use of the money in this fund must be connected to the impact item for which the funds were paid by the developer. During the 2023-2024 fiscal year fees were not adjusted.

This fund was established to account for fees paid to offset the expansion / building of police and fire safety facilities necessitated by new development.

These fees are collected for expansion of current facilities and to provide new facilities and equipment for fire. The fee is \$306.52 per residential unit, \$257.48 per Multi Family unit, and \$23.22, \$30.57, \$12.10, \$6.05, and 40.59 per 1,000 square feet of commercial space, office space, industrial space, warehouse space, and open shed space respectively. This fee structure was approved the Coachella City Council on September 12, 2012.

#### **Detailed Revenue Budget**

Dev Impact Fee -Police Facilities		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		1	2023-24 Initial Budget
128-12-420-52-371-000	Police Facilities Capital Improvements Fee	\$	79,483	\$	60,569	\$	68,000	\$	90,636
128-12-311-70-361-000	Interest Income		6,545		4,455		675		-
128-12-170-70-364-000	Unrealized gain/loss on investment		(7,373)		(25,967)		-		-
Total Dev Impact Fee -Police Facilities		S	78,654	\$	39,057	\$	68,675	\$	90,636

	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Dev Impact Fee -Police Facilities				
128-12-311-10-801-000 Misœllaneous	883	-	-	-
Total Dev Impact Fee -Police Facilities	\$ 883	<b>S</b> -	<b>\$</b> -	\$ -



#### Dev Impact Fee -General Gov't



The purpose of the fee is to ensure that new development funds its fair share of general government facilities. General government facilities in the City of Coachella primarily include public works facilities and the City Hall.

The fee is \$2,357.61 per residential unit, \$1,980.39 per multi family unit, and \$178.57, \$235.13, \$93.04, 46.52, and \$4.55 per 1,000 square feet of commercial space, office space, industrial space, warehouse space, and open shade space respectively. This fee structure was approved the Coachella City Council on September 12, 2012.

#### **Detailed Revenue Budget**

Dev Impact Fee -General Gov't		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Es timated Year End		72023-24 Initial Budget
129-12-420-53-371-000	Government Facilities Fee	\$ 611,635	\$	465,864	\$	524,000	\$	697,118
129-12-311-70-361-000	Interest Income	3,038		51		-		-
129-12-170-70-364-000	Unrealized gain/loss on investment	(3,946)		(3,881)		-		-
Total Dev Impact Fee -General Gov't		\$ 610,728	\$	462,033	\$	524,000	\$	697,118

			2020-21 Actual	 2021-22 Actual	Es	FY 2022-23 Estimated Year End		2023-24 al Budget
Dev Impact Fee -General	Gov't							
129-12-115-10-851-016	Principal Pmts - Permit Center	\$	68,750	\$ 71,570	\$	71,570	\$	77,521
129-12-115-10-852-015	Interest Payments - Permit Center		37,765	34,945		34,945		28,994
129-12-311-10-852-000	Interest Expense		25,539	15,471		-		-
129-12-479-10-910-182	Transfer out to fund 182 (F-33)		-	-		-		50,000
129-12-311-10-801-000	Miscellaneous		6,791	-		-		-
					_		_	
Total Dev Impact Fee -Ge	ee -General Gov't \$ 138,845 \$ 121,986 \$ 106,51:		106,515	\$	156,515			



#### **Dev Impact Fee - Fire Facilities**

The purpose of the fee is to ensure that new development funds its fair share of fire protection facilities.

The fee is \$1,750.03 per residential unit, \$1,470.02 per multi family unit, and \$381.04, \$501.80, \$198.57, \$99.28, and \$9.72 per 1,000 square feet of commercial space, office space, industrial space, warehouse space, and open shed space respectively. This fee structure was approved the Coachella City Council on September 12, 2012.

#### **Detailed Revenue Budget**

Dev Impact Fee - Fire Facilities		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		72023-24 Initial Budget
130-12-420-53-371-000	Fire Facilities Capital Improvement Fee	\$	457,423	\$	355,038	\$	396,000	\$ 523,004
130-12-311-70-361-000 130-12-170-70-364-000	Interest Income Unrealized gain/loss on investment		11,282 (15,016)		13,404 (68,659)		2,250	5,000
Total Dev Impact Fee - Fire Facilities		\$	453,690	\$	299,783	\$	398,250	\$ 528,004

Day Ive et Fee Fee			FY 2022-23 FY 2020-21 FY 2021-22 Estimated Actual Actual Year End						Y 2023-24 tial Budget
Dev Impact Fee - Fire Fac 130-12-460-10-910-182		6	60 466	\$	26.020	\$	921 719	•	1 800 000
	Transfers out to fund 182 (F-7)	\$	69,466	2	26,030	2	821,718	\$	1,800,000
130-12-292-10-910-182	Transfers out to fund 182 (ST-130)		-		-		247,000		-
130-12-311-10-801-000	Misœllaneous		16,133		-		-		-
Total Dev Impact Fee - Fire Facilities		S	85,600	\$	26,030	\$	1,068,718	\$	1,800,000



#### **Dev Impact Fee - Public Arts**



The City has a responsibility for expanding public experience with art, cultural and artistic resources, including Art Work and the performing arts, enhance the quality of life for individuals living in, working in, and visiting the City balanced development of cultural and artistic resources preserves and improves the quality of the urban environment and increases real property values as development and revitalization of the real property within the City continue, the opportunity for creation of cultural and artistic resources is diminished. As this development and revitalization continue as a result of market forces, urbanization of the community results. As these opportunities are diminished and this urbanization occurs, the need to

develop alternative sources for cultural and artistic outlets to improve the environment, image and character of the community is increased development of cultural and artistic assets should be financed by those whose development and revitalization diminishes the availability of the community's resources for those opportunities and contributes to community urbanization establishment of this Art in Public Places Program ("APPP") will promote the general welfare through balancing the community's physical growth with revitalization and its cultural and artistic resources there is a need to create a Public Arts Commission to administer and oversee the Art in Public Places Program.

#### **Detailed Revenue Budget**

Dev Impact Fee - Public Arts		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		2023-24 Initial Budget
131-12-311-70-361-000	Interest Income	\$ 1.620	\$	1.460	\$	2,000	\$	1,500
131-12-420-53-377-000	DIF Public Art	\$ 128,223	Þ	108,184	J	2,000	Φ	83,000
				2000		-		83,000
131-12-170-70-364-000	Unrealized gain/loss on investment	(2,488)		(8,335)		-		-
Total Dev Impact Fee - Public Arts		\$ 127,355	\$	101,309	\$	2,000	\$	84,500

		7 2020-21 Actual	2021-22 Actual	I	Y 2022-23 Estimated Year End	2023-24 al Budget
Dev Impact Fee - Public	Arts					
131-12-311-10-801-000	Miscellaneous Expenditures	\$ 37,120	\$ 4,789	\$	-	\$ -
131-12-311-10-745-000	Transfer out to fund 182 (ST-140)	82,625	59,099		38,000.00	44,258
Total Dev Impact Fee - Public Arts		\$ 119,745	\$ 63,888	\$	38,000	\$ 44,258





#### **Grants**

#### **Detailed Revenue Budget**

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Grants					
152-12-271-30-331-000	CVAG (ST-109)	\$ 120,223	\$ -	\$ -	\$ -
152-12-311-70-361-000	Interest income	9,235	49,196	-	_
152-12-321-38-331-000	Cannabis Equity Grant Program	56,368	-	130,000	_
152-12-321-38-332-000	Cannabis Equity Social Equity Applicants	500,000	_	-	_
152-12-330-40-342-000	2020 Census Funding	8,327		_	
152-12-330-40-343-000	Tobacco Grant	-		200,000	_
152-12-330-70-240-000	ARPA cost reimbursement	2	0	128,000	-
152-12-341-10-331-000	CalRecycle	(11.952)		128,000	
152-12-343-30-334-230	EL EL TEL EL TOTAL DE LA TRANSPORTE DE L	(11,853)			-
152-12-343-30-334-233	Grants Sec 125 RSTPL-5294(014) (ST-78) Grants Sec 125 (ST-81)	141,390 33,040		•	-
152-12-343-30-337-218				2 245 512	-
	CVAG (ST-69)	19,728		2,245,513	
152-12-343-30-337-245	CVAG (ST-93)	171,418	-	-	-
152-12-343-30-337-293	CVAG (ST-131)	-	-	974,813	-
152-12-344-10-337-292	CVAG (ST-130)	502.612	-	1,913,885	-
152-12-344-30-334-001	COVID-19 (State pass-through)	582,612	- 001	-	205.864
152-12-344-30-334-233	Grants Sec 125 (ST-81)	-	901	<b>.</b>	205,864
152-12-344-10-337-271 152-12-344-30-334-218	CVAG (ST-109)	-	-	-	1 947 715
	BR-NBIL (536) (ST-69) Fed Grants ST-138	-	-	200.000	1,847,715
152-12-344-30-334-300	CVAG ST-138	-	-	200,000	200.000
152-12-344-30-337-300		-	641.683	2.873,248	200,000
152-12-344-30-337-218	CVAG (ST-69)	43,729	041,083	2,873,248	3,793,477 187,121
152-12-344-30-337-233 152-12-344-30-337-245	Grants CVA G (ST-81)	118,408	75.469	2 804 605	6,320,352
152-12-344-30-337-250	CVAG (ST-93) Grants CVAG (ST-98)		75,468	2,804,605	0,520,552
152-12-344-30-337-271	Grants CVAG (ST-98) Grants CVAG (ST-109)	273,473 405,615	-		-
152-12-345-30-331-001	Grants - Cannabis Social Equity	405,015		500,000	_
152-12-345-30-331-001	Tire Derived Product (G21-03)	-	69,597	67,597	_
152-12-345-30-331-285	Urban Green & Connectivity (ST-123)	230,353	-	-	
152-12-345-30-331-292	HCD - AHSC	(5,450)		_	_
152-12-345-30-331-293	Unearned revenue	(3,430)	33,357	4,660,527	
152-12-345-30-334-002	American Rescue Plan	_	159,756	4,000,527	_
152-12-345-30-334-003	Arrearages Program	_	5,279	_	_
152-12-345-30-334-460	American Rescue Plan - F-7 Fire Station	_	-	3,000,000	
152-12-345-30-334-513	Parks Grant -Central Park (P-27)	-	_	65,000	-
152-12-345-30-334-514	Parks Grant -Central Park (P-28)	_	_	90,789	-
152-12-345-30-334-515	Parks Grant -Central Park (P-29)	_	_	25,000	_
152-12-345-30-334-517	Parks Grant -Central Park (P-31)	-	_	877,330	-
152-12-367-17-331-000	Department of Alcoholic Beverage Control	(20,194)	-	-	_
152-12-368-10-331-000	State Grant-Beverage Recycling Grant	-	11,657		-
152-12-411-30-377-252	County of Riverside (ST-100)	107,000	-	-	-
152-12-435-30-178-000	Prop 84 DWR-Shady (W-35)	(18,259)	-	-	-
152-12-502-21-330-000	Prop 1B CVM C (SD-02)	132,755	-	-	-
152-12-503-31-331-000	CVMC (SD-03)	(14,565)	-	-	-
152-12-347-10-331-513	Parks & Recreation Grant (P-27)	-	-	-	65,000
152-12-347-10-331-514	Parks & Recreation Grant (P-28)	-	-	-	90,789
152-12-347-10-331-515	Parks & Recreation Grant (P-29)	-	-	-	25,000
152-12-347-10-331-517	Parks & Recreation Grant (P-31)	-	-	_	654,600
<b>Total Grants</b>		<u>\$</u> 2,883,353	\$ 1,046,894	20,756,307	13,389,918
	Page 4	-,,	,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,

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### Grants

### **Detailed Expenditure Budget**

FY 2022-23										
		FY 2	020-21	FY 2	2021-22	Estin	nated	FY	2023-24	
		A	ctual	A	ctual.	Year	End	Init	ial Budget	
Grants										
152-12-160-75-800-000	Grant Award - COVID Relief	\$	199,350	\$	12	\$		\$	_	
152-12-160-76-800-000	COVID Relief - Direct	D.	7,304	3		J.		Þ	_	
152-12-160-77-120-000	Transfer out CIP fund		7,304		2,466	12.1	61,896			
152-12-160-77-210-000	Tobacco Grant		1/= 1		155		200,000		-	
152-12-160-77-220-000	ARPA cost reimbursement		-		189		28,000		-	
152-12-160-77-220-000	Go Biz (G21-02)		56,368		17,381	1	20,000			
152-12-160-77-800-000	Cannabis Equity - Grant Award		456,000		-	1	30,000		-	
152-12-160-79-800-000	Cannabis Equity - Admin Costs		45,300		11,777	,	-		_	
152-12-160-80-800-000	Transfer out CIP fund		50,607		44,594		_		_	
152-12-160-80-800-000	LEAP - 5th Cycle RHNA (G20-02)		43,934		-				_	
152-12-160-81-800-002	SB2 Planning - Housing (G20-01)		34,184		12,920		-		-	
152-12-160-81-800-000	SB2 Planning - Fouring (G20-01) SB2 Planning - 5th Cycle RHNA (G20-01)		3,310		12,920		-		-	
152-12-160-81-800-001	SB2 Planning - Stir Cycle RAINA (G20-01) SB2 Planning - Permit T racking (G20-01)		3,310		8.616		-		-	
152-12-160-82-800-002	Accelerator for America (G20-04)		7,712		225		-		-	
152-12-160-83-800-007	ARPA-Equipment		7,712		31.000		-		-	
152-12-160-84-110-000	Arrearages-Regular Pay (G21-08)				138		-		-	
152-12-160-84-117-000	Arrearages-Overtime (G21-08)		-		920		-		-	
	Arrearages-Group Insurance (G21-08)		-		130		-		-	
152-12-160-84-210-000					150		-		-	
152-12-160-84-220-000	Arrearages- Payroll T ax (G21-08) Arrearages- PERS (G21-08)		-		13		-		-	
152-12-160-84-230-000	Other		-				-		-	
152-12-160-99-800-000 152-12-201-35-910-101	Transfer to fund 101		-		10,000		-		-	
152-12-201-33-910-101			10.728		199,366				1.847,715	
152-12-218-11-910-182	Transfers OutTO 182 ST-69 (BR-NBIL (536) Transfer out to Fund 182 (ST-69) CVAG		19,728 (16,967)		752,264					
	Transfers Out-to 182 ST-78				732,204		-		3,793,477	
152-12-230-10-910-182 152-12-233-10-910-182	Transfers Out-to 182 ST-81 Sec 125		(19,022) 17,700		-		-		205,864	
	Transfers out to fund 182-ST-81 CVAG				0.240		-		187,121	
152-12-233-35-910-182 152-12-245-10-910-182	Transfers Out to 182 CVAG (ST-93)		23,095 124,723		9,240 87,338		-		6,320,352	
152-12-250-10-910-182	Transfer out to Fund 182 (ST-98) Develop		155,947		-				0,320,332	
152-12-250-10-910-182	Transfer out to Fund 182 (ST-98) Develop  Transfer out to fund 182 (ST-98) CVAG		56,013		786,811				-	
152-12-271-10-910-182	Transfers Out to Fund 182 (ST-109) CVAG		491,129		154,162		_		-	
152-12-285-10-910-182	Transfers Out to Fund 182 (ST-109) CVAG  Transfers Out to Fund 182 (ST-123) Urban Gree		,972,124		134,102		-		-	
152-12-285-11-910-182	Transfer out to fund 182 - ST -123 CVAG	1. 2	713,374	,	1,509,790				_	
152-12-292-10-910-182	Transfer out to fund 182 (ST -130)		196,999		1,076,747				Ē	
152-12-292-11-910-182	T ransfer out to fund 182 (ST -130) AHSC		692,116	,	-				-	
152-12-292-11-910-182	GoHuman (G21-05) AHSC		092,110		17,380		= =		-	
152-12-292-12-800-000	Van Pools (G21-05) AHSC		_		6,667				_	
152-12-300-10-910-182	T ransfer out to fund 182 (ST -138) CVAG		_		- 0,007		200,000		200,000	
152-12-300-10-910-182	Accelerator for America		20,088			4	.00,000		200,000	
152-12-391-35-368-000	California Recycling Grant		23,091		11,741					
152-12-460-10-910-182	T ransfers Out to Fund 182 (F-7)		23,091		11,/41	3.0	000,000			
152-12-513-10-910-182	Transfers Out to Fund 182 (P-27) Transfers Out to Fund 182 (P-27)		-			3,0			65 000	
	Transfers Out to Fund 182 (P-27) Transfers Out to Fund 182 (P-28)		_				65,000		65,000 90.789	
152-12-514-10-910-182			-		5. <del>7</del> 3.		90,789		90,789	
152-12-515-10-910-182	T ransfers Out to Fund 182 (P-29) Transfers Out to Fund 182 (P-31)		-				25,000		25,000	
152-12-517-10-910-182	Transfers Out to Fund 182 (P-31)		122.755			8	377,330		654,600	
152-12-602-10-910-182	Transfers OutTO 182 (SD-3)		132,755				-		-	
152-13-160-76-800-000	Subrecipient - COVID Relief		378,116				•		-	
Total Grant		6	,885,077	\$ 4	1,752,045	\$ 16,8	378,015	\$ 1	13,389,918	
	Page 4	12								



### **CDBG—Community Development Block Grant**

#### **Detailed Revenue Budget**

			FY 2020-21 Actual		FY 2021-22 Actual		7 2022-23 stimated Year End	Y 2023-24 Initial Budget
CDBG - Community Dev	elopment Block Grant							
210-12-345-30-339-507	CDBG (P-21)	\$	233	\$	-	\$	675,000	\$ 200,000
210-12-345-30-339-516	CDBG (P-30)		-		-		50,000	400,000
210-12-345-30-339-518	CDBG (P-30)		-		-		-	210,000
210-12-322-30-393-000	CDBG Code Enforcement 4.CO. 22-19		54,857		-		-	-
210-12-411-30-339-279	CDBG (ST-117 Sidewalk Araby St)		172,850		-		-	-
210-12-311-70-361-000	Interest income		1,426		957		-	-
Total CDBG - Community Development Block Grant		S	229,367	\$	957	\$	725,000	\$ 810,000

		F	Y 2020-21 Actual	 2021-22 Actual	FY 2022-23 Estimated Year End	7 2023-24 Initial Budget
CDBG - Community Dev	elopment Block Grant					
210-12-507-10-910-182	Transfer out to Fund 182 (P-21)	\$	233	\$ 18,890	\$ 675,000.00	\$ 200,000
210-12-516-10-910-182	Transfer out to Fund 182 (P-30)		-	-	50,000	400,000
210-12-518-10-910-182	Transfer out to Fund 182 (P-32)		-	-	-	210,000
Total CDBG - Communit	y Development Block Grant	\$	233	\$ 18,890	\$ 725,000	\$ 810,000



#### Landscape and Lighting Districts 1-40



A Landscape Maintenance District (LMD) is created to pay for the costs of on-going maintenance of public landscaping that provides special benefits to parcels in given areas of the City. The district provides services solely for the benefit of those parcels located within each district. Formation of LMD is governed by the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code.

#### **Detailed Revenue Budget**

La					FY 2021-22 Actual				2022-23 stimated ear End	1	2023-24 Initial Budget
Landscape and Lighting D											
	District 1		(224)		(4.4.0)	•					
160-12-211-01-361-000	Interest Income	\$	(231)	\$	(144)	\$	-	\$			
160-12-211-01-363-000	Special Assessments		14,248		13,974		13,919		13,919		
160-12-170-70-364-000	Unrealized gain/loss on investment		(19,488)		(82,299)		-		-		
160-12-211-00-361-000	Interest income		(2,595)		4,784		-		-		
	Total District 1	\$	(8,066)	\$	(63,684)	\$	13,919	\$	13,919		
	District 2										
160-12-211-02-361-000	Interest Income	\$	(92)	\$	(65)	\$	-	\$	-		
160-12-211-02-363-000	Special Assessments		8,038		7,802		7,769		7,769		
	Total District 2	\$	7,946	\$	7,737	\$	7,769	\$	7,769		
	Pitterior										
	District 3 Interest Income	\$	(515)	•	(212)	•		•			
160-12-211-03-361-000		2	(517)	\$	(312)	\$	-	\$	-		
160-12-211-03-363-000	Special Assessments		17,649		17,029		17,267		17,267		
	Total District 3	\$	17,132	\$	16,717	\$	17,267	\$	17,267		
	District 4										
160-12-211-04-361-000	Interest Income	\$	108	\$	14	\$	-	\$	-		
160-12-211-04-363-000	Special Assessments		6,373		6,232		6,232		6,232		
	Total District 4	\$	6,481	\$	6,246	\$	6,232	\$	6,232		
	District 5										
160 12 211 05 261 000	Interest Income	\$		\$		\$		\$			
160-12-211-05-361-000		\$	•	3	-	3	-	3	-		
160-12-211-05-363-000	Special Assessments		-	_					-		
	Total District 5	\$	-	\$	-	\$	-	\$	-		
	District 6										
160-12-211-06-361-000	Interest Income	\$	(2,290)	\$	(1,224)	\$	-	\$	-		
160-12-211-06-363-000	Special Assessments		36,963		36,856		36,642		36,642		
	Total District 6	\$	34,673	\$	35,632	\$	36,642	\$	36,642		
	District 7				· ·		· ·		· ·		
160-12-211-07-361-000	Interest Income	\$	(907)	\$	(459)	\$	-	\$	-		
160-12-211-07-363-000	Special Assessments		24,999		24,654		24,617		24,617		
	Total District 7	\$	24,093	\$	24,196	\$	24,617	\$	24,617		

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## **Landscape and Lighting Districts 1-40**

		FY 2020-21 Actual		FY 2021-22 Actual				Es	2022-23 timated ear End	1	2023-24 Initial Budget
160-12-211-08-361-000 160-12-211-08-363-000	District 8 Interest Income Special Assessments	\$	(202) 3,574	\$	(120) 3,473	\$	- 3,486	\$	- 3,486		
	Total District 8	\$	3,373	\$	3,354	\$	3,486	\$	3,486		
160-12-211-09-361-000 160-12-211-09-363-000	District 9 Interest Income Special Assessments Total District 9	\$	(495) 5,645 <b>5,150</b>	\$ <b>S</b>	(303) 5,645 <b>5,342</b>	\$	5,645	\$ <b>S</b>	5,645		
160-12-211-10-361-000 160-12-211-10-363-000	District 10 Interest Income Special Assessments Total District 10	\$ <b>S</b>	(662) 6,180 <b>5,518</b>	\$ \$	(377) 6,017 <b>5,639</b>	\$ <b>S</b>	6,140 6,140	\$ <b>S</b>	6,140 6,140		
160-12-211-11-361-000 160-12-211-11-363-000	District 11 Interest Income Special Assessments Total District 11	\$	260 9,112 <b>9,372</b>	\$ <b>S</b>	189 8,900 <b>9,088</b>	\$ \$	- 8,900 <b>8,900</b>	\$ <b>S</b>	8,900 8,900		
160-12-211-12-361-000 160-12-211-12-363-000	District 12 Interest Income Special Assessments Total District 12	\$ 	571 11,400 <b>11,971</b>	\$ \$	318 13,450 13,768	\$	- 13,300 <b>13,300</b>	\$ <b>S</b>	- 18,954 18,954		
160-12-211-13-361-000 160-12-211-13-363-000	District 13 Interest Income Special Assessments Total District 13	\$ <b>S</b>	565 56,389 <b>56,954</b>	\$ \$	446 57,743 <b>58,190</b>	\$ <b>S</b>	57,748 57,748	\$ <b>S</b>	- 67,304		
160-12-211-14-361-000 160-12-211-14-363-000	District 14 Interest Income Special Assessments Total District 14	\$ \$	144 30,535 <b>30,679</b>	\$ \$	138 31,451 <b>31,589</b>	\$ \$	31,451 31,451	\$ <b>S</b>	36,657 36,657		
160-12-211-15-361-000 160-12-211-15-363-000	District 15 Interest Income Special Assessments Total District 15	\$	306 24,960 <b>25,266</b>	\$ \$	204 25,920 <b>26,124</b>	\$ <b>S</b>	25,920 25,920	\$ <b>S</b>	29,520 29,520		



## **Landscape and Lighting Districts 1-40**

		FY 2020-21 Actual		FY 2021-22 Actual		E	7 2022-23 stimated Tear End		2023-24 Initial Budget
160-12-211-16-361-000 160-12-211-16-363-000	District 16 Interest Income Special Assessments	\$	6,870 447,934	\$	5,852 455,400	\$	- 457,875	\$	- 332,400
	Total District 16	\$	454,804	\$	461,252	\$	457,875	\$	332,400
160-12-211-17-361-000 160-12-211-17-363-000	District 17 Interest Income Special Assessments	\$	1,809 65,800	\$	805 76,963	\$	- 76,950	\$	- 89,100
	Total District 17	\$	67,609	\$	77,767	\$	76,950	\$	89,100
160-12-211-18-361-000 160-12-211-18-363-000	District 18 Interest Income Special Assessments Total District 18	\$	(1,635) 97,585 <b>95,950</b>	\$ \$	(800) 99,940 <b>99,140</b>	\$ 	- 100,231 <b>100,231</b>	\$ 	- 116,818 <b>116,818</b>
160-12-211-19-361-000 160-12-211-19-363-000	District 19 Interest Income Special Assessments Total District 19	\$ \$	461 40,020 <b>40,481</b>	\$	234 43,261 <b>43,495</b>	\$	- 43,261 <b>43,261</b>	\$	50,420 50,420
160-12-211-20-361-000 160-12-211-20-363-000	District 20 Interest Income Special Assessments	\$	1,383 42,120	\$	703 44,550	\$	- 44,550	\$	- 56,700
	Total District 20	\$	43,503	\$	45,253	\$	44,550	\$	56,700
160-12-211-21-361-000 160-12-211-21-363-000	District 21 Interest Income Special Assessments Total District 21	\$ <b>S</b>	(708) 10,057 <b>9,350</b>	\$	(458) 10,076 <b>9,617</b>	\$ <b>S</b>	10,080 10,080	\$ <b>S</b>	- 11,747
160-12-211-22-361-000 160-12-211-22-363-000	District 22 Interest Income Special Assessments Total District 22	\$	2,105 35,550 <b>37,655</b>	\$	903 41,300 <b>42,203</b>	\$	41,300 41,300	\$	59,000 <b>59,000</b>
160-12-211-23-361-000 160-12-211-23-363-000	District 23 Interest Income Special Assessments Total District 23	\$	(3,051) 67,247 <b>64,196</b>	\$	(1,797) 66,659 <b>64,862</b>	\$	- 68,089 <b>68,089</b>	\$	79,361 79,361



## **Landscape and Lighting Districts 1-40**

						FY	2022-23	FY	2023-24
		FY	2020-21	FY	2021-22		s timated		Initial
			Actual		Actual		ear End	1	Budget
	District								B
	District 24	•	(2.7(0)	•	(2.72.6)	•		•	
160-12-211-24-361-000	Interest Income	\$	(3,768)	\$	(2,736)	\$	-	\$	-
160-12-211-24-363-000	Special Assessments		201,533		207,632		207,236		241,535
	Total District 24	\$	197,765	\$	204,896	\$	207,236	\$	241,535
	District 25								
160-12-211-25-361-000	Interest Income	\$	1,581	\$	773	\$	-	\$	-
160-12-211-25-363-000	Special Assessments		41,760		45,390		45,675		56,361
	Total District 25	\$	43,341	\$	46,163	\$	45,675	\$	56,361
	Division								
160-12-211-15-349-000	District 26 Refunds, Reimbursements and Rebates	\$	-	\$	-	\$		\$	
160-12-211-13-349-000	Interest Income	\$	(3)	\$	(5)	3	-	2	-
160-12-211-26-361-000	Special Assessments	3	(3)	Þ	(3)				-
100-12-211-20-303-000			-		7.00				
	Total District 26	\$	(3)	\$	(5)	\$	-	\$	-
	District 27								
160-12-211-27-361-000	Interest Income	\$	(3,043)	\$	(1,880)	\$	-	\$	-
160-12-211-27-363-000	Special Assessments		54,024		55,729		58,800		67,200
	Total District 27	S	50,981	\$	53,849	\$	58,800	\$	67,200
	Zonii Diorrec Zi		20,501		00,012		20,000		07,200
	District 28								
160-12-211-28-349-000	Refunds and Reimbursements	\$	-	\$	-	\$	-	\$	=
160-12-211-28-361-000	Interest Income		(188)		(40)		-		-
160-12-211-28-363-000	Special Assessments		83,460		88,635		89,775		102,600
	Total District 28	\$	83,272	\$	88,596	\$	89,775	\$	102,600
	District 29						-		
160-12-211-29-361-000	Interest Income	\$	2,287	\$	1,030	\$	_	\$	_
160-12-211-29-363-000	Special Assessments	•	45,750	Ψ	49,538	•	49,400	•	72,200
100-12-211-29-303-000	-			_		_	10,710.0	_	
	Total District 29	\$	48,037	\$	50,568	\$	49,400	\$	72,200
	District 30								
160-12-211-30-361-000	Interest Income	\$	3,175	\$	1,419	\$	-	\$	-
160-12-211-30-363-000	Special Assessments		32,090		39,825		40,000		64,000
	Total District 30	\$	35,265	\$	41,244	\$	40,000	\$	64,000



### **Landscape and Lighting Districts 1-40**

		F	FY 2020-21 Actual		Y 2021-22 Actual	F	FY 2022-23 Es timated Year End		Y 2023-24 Initial Budget
	District 31 Interest Income	•	4.20.	•	1.052	•		•	
160-12-211-31-361-000 160-12-211-31-363-000	Special Assessments	\$	4,287 66,357	\$	1,953 86,213	\$	- 86.125	\$	125,875
100-12-211-31-303-000	Total District 31	\$	70,644	\$	88,166	\$	86,125	\$	125,875
	I dai District Si	3	70,044	•	00,100	•	80,123	<u> </u>	123,673
	District 32			144					
160-12-211-32-361-000	Interest Income Special Assessments	\$	2,216 113,969	\$	1,002	\$	112,500	\$	131.250
160-12-211-32-363-000	• • • • • • • • • • • • • • • • • • •	_		_	113,175	_		_	
	Total District 32	\$	116,185	\$	114,177	\$	112,500	\$	131,250
	District 33								
160-12-211-33-361-000	Interest Income	\$	3,986	\$	3,216	\$	-	\$	-
160-12-211-33-363-000	Special Assessments		162,291		168,300		169,200		211,500
	Total District 33	\$	166,277	\$	171,516	\$	169,200	\$	211,500
	District 34								
160-12-211-34-361-000	Interest Income	\$	(3,071)	\$	(1,701)	\$	-	\$	-
160-12-211-34-363-000	Special Assessments		48,300		54,625		54,625		71,875
	Total District 34	\$	45,229	\$	52,924	\$	54,625	\$	71,875
	District 35								
160-12-211-35-361-000	Interest Income	\$	297	\$	2	\$	_	\$	-
160-12-211-35-363-000	Special Assessments		25,725		28,175		28,175		35,525
	Total District 35	\$	26,022	\$	28,177	\$	28,175	\$	35,525
		_			-				
160 12 211 26 261 000	District 36 Interest Income	\$	1,671	\$	765	\$		\$	_
160-12-211-36-361-000 160-12-211-36-363-000	Special Assessments	•	35,827	3	40,051	Þ	39,960	3	56,160
100-12-211-30-303-000	Total District 36	\$	37,498	\$	40,815	\$	39,960	\$	56,160
	Total District 50	3	37,498	3	40,615	<b>3</b>	39,900	<b>—</b>	50,100
	District 38								
160-12-211-38-361-000	Interest Income	\$	840	\$	554		-		-
160-12-211-38-363-000	Special Assessments		75,000		82,500		82,500		93,750
	Total District 38	\$	75,840	\$	83,054	\$	82,500	\$	93,750
	District 39								
160-12-211-39-363-000	Special Assessments		-		-		44,772		48,118
	Total District 39	\$	-	\$	-	\$	44,772	\$	48,118
	District 40								
160-12-211-40-363-000	Special Assessments		-		-		76,022		81,601
	Total District 40	\$	-	\$		\$	76,022	\$	81,601
Total Landscaping & Ligh		<u>s</u>	2,040,443	\$	2,087,665	\$	2,286,137	\$	2,538,148
Total Landscaping & Ligh	mag Distilles	9	2,070,773		2,007,003	-	2,200,137	•	2,000,140



#### **Landscape and Lighting Districts 1-40**



The Landscape and Lighting Districts were created to provide landscape and City light service to the districts that are considered benefit zones. These zones allow for the collection of levies on property that receives a direct benefit from the landscape and lighting provided.

#### **Detailed Expense Budget:**

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Landscape and Lighting D	Districts				
	General Allocation Items				
160-00-195-00-110-000	Regular employees	\$ 79,488	\$ 18,75	\$ 94,949	\$ 126,274
160-00-195-00-114-000	Benefit and leave cash-in	33,430	1,46	8,036	10,198
160-00-195-00-117-000	Standby time/Overtime	130	-	-	-
160-00-195-00-132-000	Other salary payments	523	52:	520	1,227
160-00-195-00-210-000	Group insurance	12,867	3,16	3,206	32,968
160-00-195-00-220-000	Payroll tax deductions	1,698	30	1,454	1,877
160-00-195-00-230-000	PERS contributions	6,443	2,48	15,188	20,261
160-00-195-00-334-000	Other Professional/contract Services	14,031	10,80	10,000	20,000
160-00-195-00-530-000	Communications	2,356	1,05	2,500	1,000
160-00-195-00-580-000	M eetings, conf. & travel	-	-	500	1,000
160-00-195-00-610-000	General supplies	2,777	2,97	-	3,500
160-00-195-00-918-101	Transfer Out-Gen Gov't Admin Fees	314,196	320,000	226,158	398,566
160-11-195-00-930-000	Allocation to Districts	(467,937)	(272,12	7) (362,511)	(616,871)
Total General Allocation	Items	\$ 0	\$ 89,39	\$ 0	\$ (0)



### **Landscape and Lighting Districts 1-40**

		FY 2020-21 Actual			2021-22 Actual	Es	2022-23 timated ear End		2023-24 al Budget
	District 1								
160-12-195-01-311-000	County Administrative Charges	\$	136	\$	133	\$	185	\$	185
160-12-195-01-312-000	District Administrative Allocation		2,379		2,347		1,701		3,839
160-12-195-01-334-000	Professional/contract services		4,424		9,222		10,266		9,000
160-12-195-01-430-000	Repair and maintenance services		798		3,192		2,218		400
160-12-195-01-620-000	Energy charges		2,795		2,875		3,620		3,230
	Total District 1	\$	10,532	\$	17,769	\$	17,990	\$	16,654
	District 2								
160-12-195-02-311-000	County Administrative Charges	\$	137	\$	134	\$	186	\$	186
160-12-195-02-312-000	District Administrative Allocation		1,317		1,400		979		2,929
160-12-195-02-334-000	Professional/contract services		2,023		6,012		6,402		6,800
160-12-195-02-620-000	Energy charges		2,537		2,946		2,790		2,790
	Total District 2	\$	6,013	\$	10,491	\$	10,357	\$	12,705
	District 3								
160-12-195-03-311-000	County Administrative Charges	\$	155	\$	152	\$	207	\$	207
160-12-195-03-312-000	District Administrative Allocation		4,769		1.736		952		3,478
160-12-195-03-334-000	Professional/contract services		9,537		4,524		4,424		5,100
160-12-195-03-430-000	Repair and maintenance services		1,024		290		290		1,500
160-12-195-03-620-000	Energy charges		4,409		5,100		4,200		4,800
	Total District 3	\$	19,894	\$	11,803	\$	10,073	\$	15,085
160 12 105 04 211 000	District 4 County Administrative Charges	\$	114	\$	111	\$	159	\$	159
160-12-195-04-311-000	District Administrative Allocation	2		2		9	513	y.	
160-12-195-04-312-000	Professional/contract services		1,126		636		3,352		1,430 3,713
160-12-195-04-334-000 160-12-195-04-430-000	Professional/contract services  Repair and maintenance services		2,023 530		3,012		200		5,715
160-12-195-04-430-000	Energy charges		989		1.098		1,200		900
100 12 100 04-020-000	Total District 4	S	4.782	S	4.858	\$	5,424	S	6,202
	Total District 4	3	4,/02	3	4,008	3	5,424	3	0,202



## **Landscape and Lighting Districts 1-40**

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		2023-24 al Budget
	District 6							
160-12-195-06-311-000	County Administrative Charges	\$	151	\$	149	\$	203	\$ 203
160-12-195-06-312-000	District Administrative Allocation		3,323		2,150		1,454	3,433
160-12-195-06-334-000	Professional/contract services		6,086		8,688		9,028	6,557
160-12-195-06-430-000	Repair and maintenance services		800		-		-	-
160-12-195-06-620-000	Energy charges		3,938		4,968		4,700	4,700
	Total District 6	\$	14,297	\$	15,955	\$	15,385	\$ 14,893
	District 7							
160-12-195-07-311-000	County Administrative Charges	\$	148	\$	145	\$	199	\$ 199
160-12-195-07-312-000	District Administrative Allocation		1,785		2,431		1,414	3,280
160-12-195-07-334-000	Professional/contract services		2,450		4,344		5,884	6,178
160-12-195-07-430-000	Repair and maintenance services		44		4,581		3,000	200
160-12-195-07-620-000	Energy charges		3,354		4,394		4,460	4,370
	Total District 7	\$	7,781	\$	15,895	\$	14,957	\$ 14,227
	District 8							
160-12-195-08-311-000	County Administrative Charges	\$	139	\$	137	\$	189	\$ 189
160-12-195-08-312-000	District Administrative Allocation		740		604		239	596
160-12-195-08-620-000	Energy charges		2,281		2,878		1,800	1,800
	Total District 8	\$	3,161	\$	3,619	\$	2,528	\$ 2,585
	District 9							
160-12-195-09-311-000	County Administrative Charges	\$	102	\$	99	\$	144	\$ 144
160-12-195-09-312-000	District Administrative Allocation		1.078		1,102		875	2,794
160-12-195-09-334-000	Professional/contract services		2,752		6,348		6,688	8,183
160-12-195-09-620-000	Energy charges		1,069		1,280		1,350	1,000
	Total District 9	\$	5,002	\$	8,829	\$	9,057	\$ 12,121



## **Landscape and Lighting Districts 1-40**

		 2020-21 Actual	FY 2021-22 Actual		FY 2022-23 2 Estimated Year End		 2023-24 al Budget
	District 10						
160-12-195-10-311-000	County Administrative Charges	\$ 117	\$	114	\$	162	\$ 162
160-12-195-10-312-000	District Administrative Allocation	435		1,092		455	685
160-12-195-10-334-000	Professional/contract services	397		7,654		3,000	924
160-12-195-10-620-000	Energy charges	938		1,197		1,200	1,200
160-12-195-10-910-182	Transfer Out to 182 (LL01)	-		-		25,000	25,000
	Total District 10	\$ 1,888	\$	10,058	\$	29,817	\$ 27,971
	District 11						
160-12-195-11-311-000	County Administrative Charges	\$ 128	\$	125	\$	175	\$ 175
160-12-195-11-312-000	District Administrative Allocation	1,371		812		824	1,941
160-12-195-11-334-000	Professional/contract services	1,771		2,004		3,894	2,404
160-12-195-11-430-000	Repair and maintenance services	474		408		2,000	2,100
160-12-195-11-620-000	Energy charges	2,018		2,734		1,820	1,800
	Total District 11	\$ 5,762	\$	6,083	\$	8,713	\$ 8,420
	District 12						
160-12-195-12-311-000	County Administrative Charges	\$ 118	\$	115	\$	163	\$ 163
160-12-195-12-312-000	District Administrative Allocation	1,412		815		1,359	2,686
160-12-195-12-334-000	Professional/contract services	2,446		3,162		6,002	6,002
160-12-195-12-430-000	Repair and maintenance services	218		-		5,000	-
160-12-195-12-620-000	Energy charges	1,803		1,991		1,855	2,800
	Total District 12	\$ 5,995	\$	6,082	\$	14,379	\$ 11,651
	District 13						
160-12-195-13-311-000	County Administrative Charges	\$ 150	\$	148	\$	202	\$ 202
160-12-195-13-312-000	District Administrative Allocation	4,870		4,393		3,426	9,820
160-12-195-13-334-000	Professional/contract services	10,477		18,002		24,578	24,578
160-12-195-13-430-000	Repair and maintenance services	615		5,545		2,000	2,000
160-12-195-13-620-000	Energy charges	4,809		5,616		6,030	6,000
160-12-195-13-910-182	Transfer out 182 (LL-02)	-		-		120,000.00	30,000
12 170 10 102	Total District 13	\$ 20,921	S	33,704	\$	156,236	\$ 72,600



### **Landscape and Lighting Districts 1-40**

		2020-21 Actual	FY 2021-22 Actual		E	Y 2022-23 S timated Year End		2023-24 ial Budget
	District 14				•	160	\$	169
160-12-195-14-311-000	County Administrative Charges	\$ 123	\$	120	\$	169	\$	
160-12-195-14-312-000	District Administrative Allocation	3,991		2,981		1,567		3,883
160-12-195-14-334-000	Professional/contract services	5,516		14,887		7,224		5,778
160-12-195-14-430-000	Repair and maintenance services	1,750		429		2,000		2,100
160-12-195-14-620-000	Energy charges	5,238		5,858		5,615		4,915
160-12-195-14-910-182	Transfer out 182 (LL-05)			-		30,000		500,000
	Total District 14	\$ 16,617	\$	24,274	\$	46,575	\$	516,845
	District 15							
160-12-195-15-311-000	County Administrative Charges	\$ 108	\$	105	\$	151	\$	151
160-12-195-15-312-000	District Administrative Allocation	2.931	-	2,635		1,731		4,369
160-12-195-15-334-000	Professional/contract services	4,488		7,574		7,056		7,517
160-12-195-15-430-000	Repair and maintenance services	636		1,597		2,000		2,000
160-12-195-15-620-000	Energy charges	4,379		5,809		7,375		4,915
100 12 150 15 020 000						- 60 00		
	Total District 15	\$ 12,541	\$	17,719	\$	18,313	\$	18,952
	District 16							
160-12-195-16-311-000	County Administrative Charges	\$ 285	\$	287	\$	364	\$	364
160-12-195-16-312-000	District Administrative Allocation	72,349		52,947		123,444		159,778
160-12-195-16-334-000	Professional/contract services	134,549		248,295		246,000		450,000
160-12-195-16-430-000	Repair and maintenance services	41.688		90,490		130,000		13,000
160-12-195-16-431-000	Vandalism	1,329		-				
160-12-195-16-610-000	General supplies	-		2,963				
160-12-195-16-620-000	Energy charges	53,500		51,068		52,000		69,970
160-12-195-16-910-182	Transfer out 182 (LL-03)	-		-		750,000		120,000
	Total District 16	\$ 303,700	\$	446,050	\$	1,301,808	\$	813,112
	District 17							
160-12-195-17-311-000	County Administrative Charges	\$ 148	\$	146	\$	199	\$	199
160-12-195-17-312-000	District Administrative Allocation	17,558		7,442		11,200		20,106
160-12-195-17-334-000	Professional/contract services	38,974		39,411		49,633		55,000
160-12-195-17-430-000	Repair and maintenance services	3,055		1,298		40,000		5,000
160-12-195-17-620-000	Energy charges	15,014		15,015		17,180		6,915
	Total District 17	\$ 74,749	s	63,311	\$	118,212	s	87,220
		 ,>		00,021		,		0.,==0



## **Landscape and Lighting Districts 1-40**

			FY 2020-21 Actual		2021-22 Actual	FY 2022-23 Estimated Year End			2023-24 al Budget
	District 18								
160-12-195-18-311-000	County Administrative Charges	\$	151	\$	149	\$	203	\$	203
160-12-195-18-312-000	District Administrative Allocation		16,678		10,772		5,172		12,302
160-12-195-18-334-000	Professional/contract services		32,885		39,142		33,036		23,279
160-12-195-18-430-000	Repair and maintenance services		1,860		4,672		5,000		4,500
160-12-195-18-620-000	Energy charges		14,274		16,698		11,300		13,080
	Total District 18	S	65,848	\$	71,433	\$	54,711	\$	53,364
	District 19								
160-12-195-19-311-000	County Administrative Charges	S	135	\$	133	\$	184	\$	184
160-12-195-19-312-000	District Administrative Allocation	•	11.412	•	4,687	•	4,998	•	15,260
	Professional/contract services						23,478		23,279
160-12-195-19-334-000	Repair and maintenance services		26,374		25,442		20,000		20,000
160-12-195-19-430-000	•		2,910		278		,		,
160-12-195-19-620-000	Energy charges		6,719		6,547		4,205		7,475
	Total District 19	\$	47,551	\$	37,087	\$	52,865	\$	66,198
	District 20								
160-12-195-20-311-000	County Administrative Charges	\$	120	\$	116	\$	165	\$	165
160-12-195-20-312-000	District Administrative Allocation		8,951		5,146		6,244		14,844
160-12-195-20-334-000	Professional/contract services		19,077		21,492		29,238		21,114
160-12-195-20-430-000	Repair and maintenance services		1,530		3,454		20,000		20,000
160-12-195-20-620-000	Energy charges		7,711		6,817		10,400		8,270
	Total District 20	\$	37,389	\$	37,024	\$	66,047	\$	64,393
	District 21								
160-12-195-21-311-000	County Administrative Charges	\$	116	\$	112	\$	160	\$	160
160-12-195-21-312-000	District Administrative Allocation		3,832		1,767		6,259		15,644
160-12-195-21-334-000	Professional/contract services		10,266		10,020		11,130		12,130
160-12-195-21-430-000	Repair and maintenance services		259		-		10,000		5,000
160-12-195-21-620-000	Energy charges		1,878		2,463		2,030		3,190
160-12-195-20-610-000	General supplies		-		91		-		-
	<b>Total District 21</b>	\$	16,350	\$	14,453	\$	29,579	\$	36,124



## **Landscape and Lighting Districts 1-40**

			2020-21 Actual	2021-22 Actual	E	Z 2022-23 s timated Tear End		2023-24 al Budget
	District 22	•	122	120	•	101	•	
160-12-195-22-311-000	County Administrative Charges	\$	132	\$ 130	\$	181	\$	181
160-12-195-22-312-000	District Administrative Allocation		12,783	10,450		7,697		15,710
160-12-195-22-334-000	Professional/contract services		26,787	30,553		29,844		31,500
160-12-195-22-430-000	Repair and maintenance services		4,857	14,813		35,000		12,000
160-12-195-22-620-000	Energy charges		8,920	8,784		8,700		8,760
	Total District 22	\$	53,479	\$ 64,731	\$	81,422	\$	68,151
160-12-195-23-311-000 160-12-195-23-312-000	District 23 County Administrative Charges District Administrative Allocation	\$	133 14,725	\$ 130 11,207	\$	181 3,443	\$	181 13,521
160-12-195-23-334-000	Professional/contract services		24,703	22,740		19,799		23,226
160-12-195-23-430-000	Repair and maintenance services		4,979	13,521		500		2,000
160-12-195-23-620-000	Energy charges		16,072	16,907		12,500		19,725
	Total District 23	\$	60,612	\$ 64,505	\$	36,423	\$	58,653
	District 24							
160-12-195-24-311-000	County Administrative Charges	\$	193	\$ 192	\$	253	\$	253
160-12-195-24-312-000	District Administrative Allocation		58,843	36,566		21,559		72,276
160-12-195-24-334-000	Professional/contract services		141,828	176,928		163,244		195,000
160-12-195-24-430-000	Repair and maintenance services		7,949	6,138		15,000		8,000
160-12-195-24-620-000	Energy charges		38,852	43,077		28,000		38,000
	Total District 24	\$	247,666	\$ 262,901	\$	228,056	\$	313,529
	District 25							
160-12-195-25-311-000	County Administrative Charges	\$	122	\$ 119	\$	167	\$	167
160-12-195-25-312-000	District Administrative Allocation		11,812	4,377		5,740		12,608
160-12-195-25-334-000	Professional/contract services		25,912	18,768		28,514		14,688
160-12-195-25-430-000	Repair and maintenance services		4,220	2,102		20,000		20,000
160-12-195-25-620-000	Energy charges		6,491	6,680		6,300		7,230
	Total District 25	\$	48,556	\$ 32,046	\$	60,721	\$	54,693



### **Landscape and Lighting Districts 1-40**

				FY 2022-23						
		FY	2020-21	FY	2021-22		timated	FY	2023-24	
		I	Actual	I	Actual	Y	ear End	Initi	al Budget	
	District 27		420		420		4.50	•	4.50	
160-12-195-27-311-000	County Administrative Charges District Administrative Allocation	\$	130 23.518	\$	128 4.616	\$	178 2,968	\$	178	
160-12-195-27-312-000 160-12-195-27-334-000	Professional/contract services		61.995		19.624		21,854		11,967 27,226	
160-12-195-27-430-000	Repair and maintenance services		3,214		1,851		3,000		6,500	
160-12-195-27-620-000	Energy charges		3,047		3,467		3,400		6,040	
	Total District 27	\$	91,904	\$	29,685	\$	31,400	\$	51,911	
	District 28						,			
160-12-195-28-311-000	County Administrative Charges	\$	151	\$	149	\$	203	\$	203	
160-12-195-28-312-000	District Administrative Allocation		16,369		9,321		4,691		15,586	
160-12-195-28-334-000	Professional/contract services		29,022		26,729		28,428		30,279	
160-12-195-28-430-000	Repair and maintenance services		3,278		2,459		2,000		6,500	
160-12-195-28-620-000	Energy charges		18,639		15,169		14,300		15,040	
	Total District 28	\$	67,458	\$	53,827	\$	49,622	\$	67,608	
	District 29									
160-12-195-29-311-000	County Administrative Charges	\$	144	\$	142	\$	195	\$	195	
160-12-195-29-312-000	District Administrative Allocation		13,816		9,230		8,896		18,691	
160-12-195-29-334-000	Professional/contract services		33,967		31,993		47,308		32,931	
160-12-195-29-430-000	Repair and maintenance services		1,066		5,497		30,000		20,000	
160-12-195-29-620-000	Energy charges		8,286		8,581		7,700		10,160	
	Total District 29	\$	57,279	\$	55,444	\$	94,099	\$	81,977	
	District 30									
160-12-195-30-311-000	County Administrative Charges	\$	147	\$	145	\$	198	\$	198	
160-12-195-30-312-000	District Administrative Allocation		14,818		7,778		9,560		19,895	
160-12-195-30-334-000	Professional/contract services		27,368		35,464		40,270		33,396	
160-12-195-30-430-000	Repair and maintenance services		7,520		3,626		40,000		20,000	
	Total District 30	\$	61,022	\$	58,191	\$	101,128	\$	86,299	
				J.						
160 12 105 21 211 000	District 31 County Administrative Charges	\$	184	\$	183	\$	242	\$	242	
160-12-195-31-311-000 160-12-195-31-312-000	District Administrative Allocation	J.	23.903	4	14.449	ψ	10,540	J.	27,157	
160-12-195-31-312-000	Professional/contract services		55,661		44.214		46,410		41,070	
160-12-195-31-334-000	Repair and maintenance services		8,484		13.803		45,000		35,100	
160-12-195-31-430-000	Energy charges		10,131		11,268		9,300		14,230	
100-12-193-31-020-000			****							
	Total District 31	\$	98,363	\$	83,917	\$	111,492	\$	117,799	



## **Landscape and Lighting Districts 1-40**

		FY 2020-21 Actual		FY 2021-22 Actual		E	2022-23 stimated ear End		2023-24 ial Budget
	District 4.22								
160-12-195-32-311-000	District 32 County Administrative Charges	\$	179	\$	177	\$	236	\$	236
160-12-195-32-311-000	District Administrative Allocation		26.549		15.122		10.367		27.730
160-12-195-32-334-000	Professional/contract services		70,777		82.007		59,364		49,996
160-12-195-32-430-000	Repair and maintenance services		4,081		14,078		30,000		24,400
160-12-195-32-620-000	Energy charges		13,329		14,186		9,700		17,920
100 12 193 32 020 000	Total District 32	\$	114,916	\$	125,571	S	109,667	S	120,282
	Total District 52	3	114,910	•	125,5/1	3	109,007	3	120,282
	District 33								
160-12-195-33-311-000	County Administrative Charges	\$	190	\$	189	\$	249	\$	249
160-12-195-33-312-000	District Administrative Allocation		39,506		22,429		83,028		29,293
160-12-195-33-334-000	Professional/contract services		97,825		122,533		65,000		48,149
160-12-195-33-430-000	Repair and maintenance services		3,945		13,943		200,000		20,000
160-12-195-33-620-000	Energy charges		19,124		19,192		30,000		29,370
	Total District 33	\$	160,590	\$	178,285	\$	878,277	\$	877,061
	District 34								
160-12-195-34-311-000	County Administrative Charges	\$	131	\$	129	\$	166	\$	166
160-12-195-34-312-000	District Administrative Allocation		9,144		3,905		2,220		6,940
160-12-195-34-334-000	Professional/contract services		19,846		11,908		11,000		12,900
160-12-195-34-430-000	Repair and maintenance services		1,609		-		4,500		4,500
160-12-195-34-620-000	Energy charges		5,464		5,616		5,600		5,600
	Total District 34	\$	36,194	\$	21,557	\$	23,486	\$	30,106
	District 35								
160-12-195-35-311-000	County Administrative Charges	\$	108	\$	105	\$	-	\$	152
160-12-195-35-312-000	District Administrative Allocation		13,726		3,733		2,851		4,757
160-12-195-35-334-000	Professional/contract services		31,710		11,186		17,208		3,406
160-12-195-35-430-000	Repair and maintenance services		6,688		550		5,000		5,000
160-12-195-35-620-000	Energy charges		5,102		5,269		5,100		7,320
	Total District 35	\$	57,335	\$	20,843	\$	30,159	\$	20,635



## **Landscape and Lighting Districts 1-40**

		F	Y 2020-21 Actual	21 FY 2021-22 Actual		FY 2022-23 Estimated Year End			7 2023-24 ial Budget
	District 36	\$	129	\$	126	•		•	
160-12-195-36-311-000	County Administrative Charges	•		3		\$	-	\$	176
160-12-195-36-312-000	District Administrative Allocation		10,502		6,265		6,181		15,531
160-12-195-36-334-000	Professional/contract services		28,763		32,376		37,804		31,226
160-12-195-36-430-000	Repair and maintenance services		1,126		-		15,000		15,000
160-12-195-36-620-000	Energy charges		2,580		3,214		6,400		5,440
	Total District 36	\$	43,100	\$	41,981	\$	65,385	\$	67,373
160-12-195-38-311-000	District 38  County Administrative Charges	\$	144	\$	141	\$	194	\$	194
160-12-195-38-311-000	District Administrative Allocation	¥	15.450	•	4.786	Þ	4,773	•	13,360
160-12-195-38-334-000	Professional/contract services		35.016		19,136		28,724		30,500
160-12-195-38-334-000			4.030		2.970		10,000		5,000
160-12-195-38-430-000	Repair and maintenance services  Energy charges		6,968		6,770		6,800		8,900
100-12-193-38-020-000									
	Total District 38	\$	61,607	\$	33,804	\$	50,491	\$	57,954
	District 39	•		•					
160-12-195-39-311-000	County Administrative Charges	\$	-	\$	-	\$	165	\$	194
160-12-195-39-312-000	District Administrative Allocation		-		-		2,755		14,247
160-12-195-39-334-000	Professional/contract services		-		*		17,223		28,264
160-12-195-39-430-000	Repair and maintenance services		-		-		5,000		8,200
160-12-195-39-620-000	Energy charges		-		-		4,000		10,900
	Total District 39	\$	-	\$	-	\$	29,143	\$	61,805
	District 40								
160-12-195-40-311-000	County Administrative Charges	\$	-	\$	-	\$	165	\$	194
160-12-195-40-312-000	District Administrative Allocation		-		-		4,699		14,247
160-12-195-40-334-000	Professional/contract services		-		-		35,993		28,264
160-12-195-40-430-000	Repair and maintenance services		-		-		5,000		8,200
160-12-195-40-620-000	Energy charges		-		-		4,000		10,900
	<b>Total District 40</b>	\$	-	\$	-	\$	49,857	\$	61,805
	Total District 40								
Total Landscaping & Lighting Districts		\$	1,941,483	\$	2,074,038	\$	4,013,854	\$	4,068,963





#### Refuse

The refuse fund is used to collect, account for, and remit proceeds derived from the collection of residential refuse service throughout the City limits. The City contracts with Burrtec Waste Management for this service. In addition, service charge collections were placed on the property tax bills beginning July 1, 2009 and then remitted to the City by the County Auditor Controller. Of the total amount collected the City receives a franchise fee in the amount of 8.4% in addition to a yearly administration payment of \$20,000.

#### **Detailed Revenue Budget**

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Es timated Year End	FY 2020-21 Initial Budget
<b>Refuse</b> 179-21-211-40-344	Utility Service Revenue	\$ 2,053,487	\$ 2,207,544	\$ 2,100,000	\$ 2,300,000
Total Refuse Fund		\$ 2,053,487	\$ 2,207,544	\$ 2,100,000	\$ 2,300,000

Refuse		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Estimated Year End	FY 2020-21 Initial Budget
179-21-115-10-334-000	Professional/contract services	\$ 1,777,350	\$ 1,941,990	\$ 1,850,000	\$ 1,978,000
179-21-115-10-335-000	Franchise Fee expense	237,401	260,470	250,000	322,000
179-21-211-40-335-000	Franchise Fee Expense	4,968	4,435	-	-
Total Refuse		\$ 2,019,719	\$ 2,206,895	\$ 2,100,000	\$ 2,300,000



#### **Community Facility District - Police Protection Services**



On September 14, 2005 the Coachella City Council created a Community Facilities District to help fund public safety expenses incurred by new development. Services provided include the operation and maintenance of law enforcement, fire and paramedic services.



The annual cost include \$550.70 for fire protection services and \$898..51 for police services.



#### **Detailed Revenue Budget**

	F	Y 2020-21 Actual		2021-22 ctual	E	7 2022-23 stimated Year End	Y 2023-24 Initial Budget	
Community Facility Distr	rict-Police							
242-12-311-70-361-000	Interest Income	\$	(659)	\$	(849)	\$	-	-
242-12-363-50-319-000	Delinquent Taxes		14,139		-		5,000	-
242-12-151-90-101-000	Transfer In - GF		80,899		-		-	-
242-12-363-50-363-000	Special Assessments (62%)		1,188,032		1,309,824		1,426,000	1,783,500
Total Community Facility District-Police		\$	1,282,411	\$ :	1,308,975	\$	1,431,000	\$ 1,783,500

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		FY 2023-24 Initial Budget	
Community Facility District - Police									
242-12-110-10-311-000 Official administrative	\$	6,050	\$	5,902	\$	5,000	\$	6,000	
242-12-110-10-910-101 Operating transfers out		1,276,362		1,294,973		1,426,000		1,777,500	
Total Community Facility District - Police Services		1,282,411	\$	1,300,875	\$	1,431,000	\$	1,783,500	



# Fund Overview Debt Service Funds (195)

#### **Debt Service**

The purpose of the Debt Service Fund is to account for the payment of principal and interest due on the City's debt.

#### **Detailed Revenue Budget**

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Es timated Year End	FY 2023-24 Initial Budget		
Debt Service							
195-12-211-90-101-000	Transfers In From Fund 101	\$ 715,389	\$ 1,020,845	\$ 1,625,995	\$ 1,613,519		
195-12-170-70-365-000	Interest Income - fiscal agent	7	341	20	-		
195-12-390-00-000-000	Bond Proceeds	12,569,574	-	-	-		
195-12-211-90-111-000	Transfer In From Fund 111	356,400	363,500	357,000	354,400		
Total Debt Service		\$ 13,641,370	\$ 1,384,686	\$ 1,983,015	\$ 1,967,919		

Debt Service	ice		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Estimated Year End		FY 2023-24 Initial Budget	
195-12-311-10-334-000	Professional Services	\$	5,640	\$	10.140	\$	7,500	\$	10,500	
195-12-311-10-851-000	Principal Payments-Coachella Lease Bonds	_	280,000		290,000	•	300,000	•	315,000	
195-12-311-10-851-019	Principal Payments-Gas Tax Bonds 19		175,000		185,000		190,000		195,000	
195-12-311-10-851-020	Principal Payments - POB's		-		714,586		739,597		750,316	
195-12-311-10-852-000	Interest Payments-Coachella Lease Bonds		334,571		320,927		320,931		297,331	
195-12-311-10-852-019	Int Payments-Gas Tax Bonds 19		181,400		174,400		167,000		159,400	
195-12-311-10-853-020	Interest Payments-POBs		-		303,064		277,067		268,540	
195-12-311-10-900-000	Bond Issuance Cost		272,042		-		-		-	
195-12-311-10-901-000	Debt Repayment	12,	130,139		-		-		-	
195-12-311-10-851-001	PRINCIPAL PAYMENTS		-		7,220		-		-	
195-12-311-10-852-001	INTEREST PAYMENTS		-		1,794		-		-	
Total Debt Service		\$ 13,	378,792	\$	2,007,131	\$	2,002,095	\$	1,996,087	



# **Coachella Sanitary District**

The Coachella Sanitary District was created to provide sanitation and sewage treatment services to the City of Coachella. The District is considered to be a component unit of the City and has been blended into the City's general purpose financial statements for reporting. At the same time, the District is a separate legal entity and must have its own budget and a resolution to adopt it.

The adopted budget for the Coachella Sanitary District is based on total revenues budgeted to cover the cost of operations and debt service plus related depreciation. FY 2019-20 revenues from charges for service are projected to be \$5.88 million. This amount does not include revenue from connection fees which are restricted for capital improvements and are projected to be \$.94 million. The connections have dropped considerably since the peak due to the housing and mortgage crises. A rate increase was implemented in July 2008 as part of our commitment in securing USDA loans to expand the sewer treatment plant.

The Sanitary District has seen an increase in costs due to increased personnel, equipment replacement and growth in the District. Many of these new costs are required to comply with the more stringent requirements of the State Water Quality Standards Board.





# **Sanitary District**

#### **Sewer Connection Fees**

# **Detailed Revenue Budget**

		FY 2020-21 FY 2021-22 Actual Actual				E	7 2022-23 stimated Year End	Y 2023-24 Initial Budget
Sewer Connection Fees								
	Connection Fees							
360-21-211-40-342-000	Connection Fees	\$	1,043,775	\$	1,024,950	\$	900,000	\$ 1,553,913
360-21-211-70-361-000	Interest Income		59,651		37,048		22,500	35,000
360-21-170-70-364-000	Unrealized gain/loss on investment		(66,649)		(197,308)		-	-
Total Sewer Connection Fees		\$	1,036,778	\$	864,689	\$	922,500	\$ 1,588,913

# **Detailed Expenditure Budget**

		F	Y 2020-21 Actual	 FY 2022-23 FY 2021-22 Estimated Actual Year End				Y 2023-24 tial Budget
Sanitary Connection Fee	s							
360-21-205-10-910-361	Transfer out to fund 361 (SWRCB Loan)	\$	1,505,256	\$ 1,505,256	\$	1,505,256	\$	1,505,256
360-21-311-10-801-000	Other Expense		96,538	_				-
360-21-448-10-910-361	Transfer out to fund 361 (S-18)		-	_		962,100		-
360-21-449-10-910-361	Transfer out to fund 361 (S-19)		_	_		297,900		-
360-21-205-10-911-361	Transfer out - Fund 361 CIP		-	2,125,621		-		-
Total Transfers Out		\$	1,601,794	\$ 3,630,877	\$	2,765,256	\$	1,505,256



# **Sanitary District**

## **Detailed Revenue Budget**

		F	FY 2020-21 Actual		Y 2021-22 Actual		FY 2022-23 Es timated Year End		Y 2023-24 Initial Budget
	Can and Damana								
361-21-110-10-301-000	General Revenues Secured Property Tax	\$	45.388	\$	97.495	\$	44.000	\$	100,000
361-21-110-10-301-000	Supplemental Property Tax	<b>y</b>	7.855	J	7.155	Ψ	44,000	J	7,000
361-21-110-10-304-000	Unsecured Property Tax		1.877		3.321		_		2,000
361-21-110-10-319-000	Delinquent Taxes, Interest & Penalties		3.154		741		_		-
361-21-211-30-333-000	Homeowners Prop Tax Relief		422		422		_		_
361-21-110-10-390-000	Pass Through		9		8		_		_
361-21-110-10-396-000	RPTTF Pass-Through		113,809		119,562		55,000		120,000
		6	172.514	•	220 70 4			_	
Total Sanitary District -	General Revenue	\$	172,514	\$	228,704	\$	99,000	\$	229,000
	Charges for Service								
361-21-211-40-344-000	Utility Service Revenue	\$	6,657,982	\$	6,628,586	\$	6,500,000	\$	6,700,000
Total Sanitary District -	Charges for Service	\$	6,657,982	\$	6,628,586	\$	6,500,000	\$	6,700,000
	Other Revenue								
361-21-170-70-364-000	Unrealized gain/loss on investment	\$	(21,151)	\$	(87,513)	\$	-	\$	-
361-21-170-70-365-000	Interest Income - fiscal agent		6		40		_		
361-21-211-70-361-000	Interest Income		19,922		15,854		17,027		20,000
361-21-211-90-369-000	Other Revenue		-		86,693		-		
361-21-444-30-330-000	Prop 1 DAC Involvement Grant(S-14)		12,802		-		_		
361-21-445-30-330-000	Prop 84 DWR-Shady Ln (S-15)		4,185		2,462		_		
361-21-345-30-331-503	State grant revenue-CVMC (SD-03)		52,385		-		-		
Total Sanitary District -	Total Sanitary District - Other Revenue		68,150	\$	17,536	\$	17,027	\$	20,000
Total Sanitary District -	Total Sanitary District - Charges for Service and Other Revenue		6,726,132	\$	6,646,122	\$	6,517,027	\$	6,720,000
Total Revenues Befo	re Transfers	\$	7,762,910	\$	7,510,811	\$	7,439,527	\$	8,537,913



# **Sanitary District**

# **Detailed Expense Budget - Administration**

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Es tim ated Year End	FY 2023-24 Initial Budget
Sanitary District Admini	stration				
361-21-115-10-110-000	Regular employees	\$ 657.327	\$ 473,581	\$ 653,906	\$ 705.390
361-21-115-10-114-000	Benefit and leave cash-in	73,256	46,711	65,280	74,973
361-21-115-10-117-000	Stand-by time/overtime	2.683	3,821	2,000	2,000
361-21-115-10-120-000	Temporary/part-time employees	31,148	59,643	-	-
361-21-115-10-132-000	Other salary payments	4.911	4,423	11,805	12,060
361-21-115-10-210-000	Group insurance	180.858	140,088	158,810	147,912
361-21-115-10-220-000	Payroll tax deductions	11,786	8,515	10,317	10,957
361-21-115-10-230-000	PERS contributions	186,795	(62,320)	79,257	81,765
361-21-115-10-240-000	Pension Expense	-	(2,697,702)	-	-
361-21-115-10-310-000	Official/administrative	98,801	102,602	-	-
361-21-115-10-311-000	County administrative charges	4,758	4,737	-	-
361-21-115-10-331-000	Audit services	3	_	-	11,550
361-21-115-10-334-000	Other professional/contract services	90,414	64,060	70,000	165,000
361-21-115-10-334-001	Merchant Account Fees	10,414	8,581	8,000	-
361-21-115-10-335-000	Franchise Fee expense	150,000	150,000	249,996	150,000
361-21-115-10-336-000	In lieu taxes	99,996	99,996	-	99,996
361-21-115-10-430-000	Repair and maintenance services	-	48	-	-
361-21-115-10-442-000	Rental of Equipment & Vehicles	_	_	2,000	-
361-21-115-10-530-000	Communications	11.481	12,722	10,000	11,000
361-21-115-10-540-000	Advertising	82	175	10,000	-
361-21-115-10-580-000	M eetings, conferences and travel	349	1,193	10,000	5,000
361-21-115-10-610-000	General supplies	7,190	10,617	8,000	10,000
361-21-115-10-611-000	M inor Equipment		5,815	5,000	5,000
361-21-115-10-612-000	Minor Software	_	5,510	8,000	8,000
361-21-115-10-641-000	Dues and subscriptions	16,997	11,408	20,000	28,500
361-21-115-10-801-000	Miscellaneous	-	2,000	-	-
361-21-115-10-851-015	Principal payments 2015A	_	_	-	195,000
361-21-115-10-851-105	Principal pmt - 2005 B		_	-	101,244
361-21-115-10-851-205	Principal pmt - 2005 SWB		-	-	1,374,383
361-21-115-10-851-020	Principal pmt - 2020 POB Bonds		_	-	159,241
361-21-115-10-852-015	Interest payments 2015A	136,807	128,099	121,425	112,175
361-21-115-10-852-054	Int Exp - USDA Ave 54 Loan	58,885	57,578	115,691	57,252
361-21-115-10-852-105	Int Exp - 2005 B	164,816	161,003	158,101	154,008
361-21-115-10-852-205	Int Exp - 2005 State Water Board	214,124	184,426	161,773	130,873
	Interest payments - 2020 POB Bonds	214,124		57,974	54,129
361-21-115-10-852-020 361-21-115-10-891-000		1 004 440	61,107		
	Depreciation expense	1,394,418	1,394,188	1,450,000	1,450,000
361-21-115-10-892-000	Amortization expense	-	-	22,623	22,623
361-00-115-00-918-101	Transfer Out-Gen Gov't Admin Fees	941,259	981,028	798,920	1,123,407
361-21-115-10-852-210	Int Exp - 2020 POBs	31,707	-	-	-
361-21-115-10-900-000	Bond Issuanœ Cost	56,923	-	-	-
361-21-120-10-802-000	Bad debt expense	50,083	-	-	-
361-21-120-10-621-000	FUEL- SANITATION DEPT. ONLY	•	18,602	-	-
Total Sanitary District A	dministration	\$ 4,688,273	\$ 1,442,256	\$ 4,268,878	\$ 6,463,438



# **Coachella Sanitary District**

# **Detailed Expense Budget - Operations**

Sanitary District Operati		FY 2020-21 FY 2021-22 Actual Actual		FY 2022-23 Estimated Year End		Y 2023-24 Initial Budget		
361-21-120-10-110-000	Regular employees	\$	734,149	\$	843,010	\$	837,237	\$ 935,314
361-21-120-10-114-000	Benefit and leave cash-in		98,888		120,468		90,662	90,027
361-21-120-10-117-000	Stand-by time/overtime		57,909		57,958		3,310	79,880
361-21-120-10-132-000	Other salary payments		1,165		1,045		9,611	7,366
361-21-120-10-210-000	Group insurance		190,556		182,742		209,208	240,126
361-21-120-10-220-000	Payroll tax deductions		13,331		14,849		13,262	15,283
361-21-120-10-230-000	PERS contributions		268,975	(	(109,286)		105,890	116,717
361-21-120-10-334-000	Professional/contract services		61,360		37,010		100,000	100,000
361-21-120-10-334-001	Professional/contract services - lab		56,405		42,765		50,000	55,000
361-21-120-10-430-000	Repair and maintenance services		75,780		55,632		100,000	100,000
361-21-120-10-442-000	Rental of equipment and vehicles		16,031		22,927		20,000	20,000
361-21-120-10-530-000	Communications		-		-		2,000	-
361-21-120-10-580-000	Meetings, conferences and travel		-		-		2,000	-
361-21-120-10-610-000	General supplies		171,205		207,426		200,000	200,000
361-21-120-10-611-000	Minor Equip, Furniture, <5,000		-		_		-	5,000
361-21-120-10-612-000	Software		4,992		4,992		-	-
361-21-120-10-620-000	Energy charges		454,835		705,780		682,228	682,228
361-21-120-10-741-000	Machinery and equipment		-		_		60,000	45,000
361-21-120-10-742-000	Vehicles		2,851		5,832		-	-
Total Sanitary District C	<b>P</b> perations	\$	2,208,431	\$ 2	,193,152	\$	2,485,408	\$ 2,691,941
Total Sanitary Distr	rict Administration & Operations	\$	6,896,704	\$ 3	,635,408	\$	6,754,286	\$ 9,155,379



# **Coachella Sanitary District**

# **Detailed Expense Budget - Capital Projects**

		F	Y 2020-21 Actual	F	Y 2021-22 Actual	]	FY 2022-23 Estimated Year End		Estimated		Estimated				Y 2023-24 Initial Budget
Sanitary District - Capita	l Expenditures														
361-21-445-60-737-000	S-15 Shady Lane / Amezcua Septic to Sewer Conve	\$	-	\$	-	\$	790,000	\$	1,889,457						
361-21-448-60-737-000	S-18 Capacity Imp. Tyler from Ave 53 to Ave 54		-		-		106,900		107,000						
361-21-449-60-737-000	S-19 Capacity Imp. Ave 50 from Coronado to Harr		-		-		33,100		331,000						
361-21-457-60-737-000	S-27 Ave 52 Extension to Jackson		-		-		-		100,000						
361-21-458-60-737-000	S-28		-		-		-		100,000						
361-21-502-60-750-000	SD-2 Avenue 50 Harrison to CIP		37,303		-		•		-						
Total Canital Fun on ditus		6	27.202	S		-	- 020,000	-	2 527 457						
Total Capital Expenditu	res	\$	37,303	3	-	\$	930,000	<u>\$</u>	2,527,457						
Total Sanitary District		\$	8,535,800	\$	7,266,285	\$	10,449,542	\$	13,188,092						



# **Coachella Water Authority**



The Coachella Water Authority is a joint powers agency (JPA) organized and existing under and by virtue of Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 commencing with 6500 of the California Government Code, as amended. The City and the Coachella Redevelopment Agency entered into a Joint Exercise of Powers Agreement dated July 1, 2003 to establish the Authority. The Authority is governed by a Board of five members comprised of the same individuals who are members of the City Council of the City of Coachella. The Authority was created for the purpose, among other things, of providing financing related to any utility system or service through the lease, acquisition or construction of such capital improvements. Under the bond law, the Authority has the power to issue bonds to pay the costs of public capital improvements.

Prior to the establishment of the Authority, the City of Coachella treated the water utility as an enterprise fund that was self-sustaining and that generated its revenue from user charges. The water utility's operations have not changed with the creation of the Authority.

The service area of the Authority is the same as the City limits and the City's sphere of influence. As the City becomes more developed, the demand for water services grows proportionately. Accordingly, the growth of the water system should not require an increase in size of the service area unless annexations are undertaken. However, as expected, the linear footage of the system is expanding as the growth fills in the space within the City's service area.

On March 24, 2010 the Board of Directors approved a five-year rate structure. Water service charges were increased on May 1, 2010 and are scheduled to increase on January 1 for four year beginning in 2011.





#### **Water Connection Fees**

## **Detailed Revenue Budget**

Water Connecton Fees		7 2020-21 Actual	7 2021-22 Actual	E	7 2022-23 s timated Tear End	FY 2023-24 Initial Budget		
177-21-211-40-342-000 177-21-211-70-361-000 177-21-170-70-364-000	Connection Fees Interest Income Unrealized gain/loss on investment	\$ 780,444 80,596 (90,777)	\$ 852,882 60,372 (320,486)	\$	550,000 22,500	\$	1,481,350 50,000	
Total Water - Connection Fees		\$ 770,263	\$ 592,768	\$	572,500	\$	1,531,350	

# **Detailed Expense Budget**

		FY 2020-21 FY 2021-22 Actual Actual		Es	2022-23 stimated ear End	2023-24 Initial Budget	
Water Connection Fees							
177-21-446-10-910-178	Transfer to fund 178 (W-46)	\$ -	\$	r <b>-</b> r	\$	750,000	\$ 150,000
177-21-449-10-910-178	Transfer to fund 178 (W-49)	-		-		-	100,000
177-21-450-10-910-178	Transfer to fund 178 (W-50)	-				-	100,000
177-21-451-10-910-178	Transfer to fund 178 (W-51)	-		-		-	150,000
177-21-452-10-910-178	Transfer to fund 178 (W-52)	-		-		-	262,423
Total Water Authority	•	\$ 262,049	\$	-	\$	750,000	\$ 762,423



# **Detailed Revenue Budget**

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-23 Es timated Year End		F	Y 2023-24 Initial Budget
	Charges for Services								
178-21-211-40-344-000	Utility Service Revenue	\$	6,370,803	\$	6,851,756	\$	6,800,000	\$	6,900,000
Total Water - Charge for	Services	\$	6,370,803	\$	6,851,756	\$	6,800,000	\$	6,900,000
	Other Charges, Interes, and Grants								
178-21-211-40-342-000	Other Charges	\$	43,135	\$	55,015	\$	110,000	\$	55,000
178-21-211-40-348-000	Connection Fees		25,599		21,461		20,000		20,000
178-21-211-90-369-000	Other Revenue		5						_
178-21-211-90-370-000	Ground Water Replenishment		459,736		502,319		550,000		550,000
178-21-211-91-369-000	Other Revenue		417		9,005		5,000		5,000
178-21-330-40-337-000	State Prop 84 Grant-Round 3		6,445		-		-		-
178-21-330-41-338-000	State Prop 84 Grant -Round 4		18,259		-		_		-
178-21-211-70-361-000	Interest Income		64,472		50,192		_		-
178-21-170-70-364-000	Unrealized gain/loss on investment		(75,187)		(265,957)		-		-
178-21-170-70-365-000	Interest Income - fiscal agent		32		1,182		-		_
178-21-330-41-339-000	Water - Conservation Rebate Program				_		100,000		-
178-21-330-42-339-000	IRWM - Conservation (G21-001)		34,269		196,863				-
178-21-435-30-330-000	Prop 84 - Shady Lane (W-35)		18,441		-		-		-
178-21-437-30-330-000	Prop 1 DAC Involvement Grant(W-37)		14,597		-		-		-
Total Water - Other Cha	rges, Interest, and Grants	\$	610,220	\$	570,079	\$	785,000	\$	630,000
Total Water Revenues Be	efore Transfers	\$	7,751,286	\$	8,014,603	\$	8,157,500	\$	9,061,350



## **Detailed Expense Budget - Administration**

		FY 2020-21	FY 2021-22	FY 2022-23 Estimated	FY 2023-24 Initial
		Actual	Actual	Year End	Budget
	Water Authority Administration				
178-21-115-10-110-000	Regular employees	\$ 683,048	\$ 566,406	\$ 709,539	\$ 818,933
178-21-115-10-114-000	Benefit and leave cash-in	70,721	47,772	69,800	84,729
178-21-115-10-117-000	Stand-by time/overtime	11,809	13,101	2,000	14,000
178-21-115-10-120-000	Temporary/part-time employees	5,493	138,697	100,000	-
178-21-115-10-132-000	Other salary payments	4,911	4,423	12,686	13,116
178-21-115-10-210-000	Group insurance	195,017	155,745	173,268	168,562
178-21-115-10-220-000	Payroll tax deductions	12,467	9,182	11,175	12,655
178-21-115-10-230-000	PERS contributions	229,218	(68,211)	88,156	95,448
178-21-115-10-240-000	Pension Expense	-	(2,351,236)	-	-
178-21-115-10-310-000	Official/administrative	43,126	57,520	-	33,000
178-21-115-10-331-000	Audit services	-	-	-	11,550
178-21-115-10-332-001	City Attorney Services-reimbursable cost	374	613	-	-
178-21-115-10-332-002	City Attorney services - special services	37,121	40,927	-	20,000
178-21-115-10-334-000	Professional/contract services	128,834	107,735	150,000	150,000
178-21-115-10-334-001	Merchant Account Fees	32,978	27,172	28,000	30,000
178-21-115-10-335-000	Franchise Fee Exp.	156,760	156,760	259,780	156,760
178-21-115-10-336-000	In Lieu Tax Exp.	103,020	103,020	-	103,020
178-21-115-10-337-000	Utility Support Program	3,950	3,897	3,000	4,500
178-21-115-10-430-000	Repairs and maintenance	85,657	-	-	-
178-21-115-10-530-000	Communications	9,692	24,683	40,000	41,000
178-21-115-10-540-000	Advertising	15,282	175	-	-
178-21-115-10-580-000	M eetings, conferences and travel	-	2,423	10,000	5,000
178-21-115-10-610-000	General supplies	5,954	8,572	10,000	10,000
178-21-115-10-611-000	Minor Equipment	8,311	4,087	5,000	5,000
178-21-115-10-612-000	Minor Software < 5000	2,963	-	5,000	5,000
178-21-115-10-641-000	Dues and subscriptions	26,972	27,097	49,906	45,000
178-21-115-10-802-000	Bad debts expense	103,479	-	-	-
178-21-115-10-851-012	Principal payments - 2012 Water Bonds	-	-	-	510,000
178-21-115-10-851-020	Principal payments - 2020 POB	-	-	-	142,686
178-21-115-10-852-008	Interest payments - 2008 USDA Bonds	186,418	103,429	181,060	177,305
178-21-115-10-852-012	Interest payments - 2012 Water Bonds	279,139	96,879	275,688	273,600
178-21-115-10-852-020	Interest payments - 2020 POB	28,817	55,536	52,689	51,068
178-21-115-10-852-121	Interest Payments 2022A	-	42,967	-	-
178-21-115-10-852-122	Interest Payments 2022B		19.828	-	-
178-21-115-10-891-000	Depreciation expense	1,095,093	1,123,996	1,200,000	1,200,000
178-21-115-10-893-000	Lease Expense	-	-	316,171	316,171
178-21-115-10-894-000	Debt Issuance Costs	_	343,258	_	-
178-21-115-10-900-100	Bond Issue Costs	51,734	_	_	_
178-21-115-10-918-101	Transfer Out-Gen Gov't Admin Fees	759.279	601.436	793,115	1.093,372
Total Water Authority Ad		\$ 4,377,637	\$ 1,467,890	\$ 4,546,032	\$ 5,591,475



# **Detailed Expense Budget - Operations**

		7 2020-21 Actual	FY	7 2021-22 Actual	I	Y 2022-23 Estimated Year End	Y 2023-24 Initial Budget
	Water Authority Operations						
178-21-120-10-110-000	Regular employees	\$ 556,726	\$	620,858	\$	773,591	\$ 840,889
178-21-120-10-114-000	Benefit and leave cash-in	57,216		77,576		88,881	86,483
178-21-120-10-117-000	Stand-by time/overtime	119,068		83,673		103,350	108,300
178-21-120-10-120-000	Temporary/part-time employees	-		-		-	100,000
178-21-120-10-132-000	Other salary payments	1,165		1,045		9,940	7,874
178-21-120-10-210-000	Group insurance	168,777		150,542		233,876	239,082
178-21-120-10-220-000	Payroll tax deductions	10,938		11,379		13,783	14,359
178-21-120-10-230-000	PERS contributions	211,025		(77,037)		104,412	112,600
178-21-120-10-334-000	Professional/contract services	93,332		56,800		100,000	100,000
178-21-120-10-334-001	Professional services - lab fees	8,390		22,062		30,000	30,000
178-21-120-10-430-000	Repair and maintenance services	117,865		290,930		200,000	300,000
178-21-120-10-442-000	Rental of equipment and vehicles	17,467		21,547		20,000	21,000
178-21-120-10-530-000	Communications	552		550		2,000	2,000
178-21-120-10-610-000	General supplies	334,074		235,650		250,000	250,000
178-21-120-10-620-000	Energy charges	506,403		662,156		625,000	650,000
178-21-120-10-620-001	Ground water replenishment	448,774		553,183		550,000	550,000
178-21-120-10-742-000	Vehicles	2,851		2,916		200,000	-
178-21-120-10-744-000	Computer Software	5,262		4,992		4,992	5,000
178-21-120-10-801-000	Miscellaneous	-		15		-	-
178-21-120-10-621-000	Fuel - Water Dept Only	-		9,191		-	30,000
Total Water Authority O	perations	\$ 2,659,883	\$	2,728,027	\$	3,309,825	\$ 3,447,587
Total Water Authority		\$ 7,037,520	\$	4,195,917	\$	7,855,857	\$ 9,039,062



# Coachella Water Agency

# **Detailed Expense Budget - Capital Expenditures**

		FY 2020-21 Actual		FY 2021-22 Actual		FY 2022-2 Estimated Year End		F	Y 2023-24 Initial Budget
	Capital Expenditures								
178-06-148-10-739-025	IRWM - Prop 1-Round 1	\$	55,395	\$	170,491	\$	=	\$	-
178-21-432-10-734-000	W-32 M esquite Water M A-Prof Services		-		-		-		1,575,100
178-21-435-10-734-000	W-35 Shady Lane Co-Professional Services		-		-		829,213		2,068,907
178-21-441-10-737-000	W-41 Valve Replacement		-		-		100,000		200,000
178-21-432-10-737-000	W-32 Mesquite Water MA-Construction		-		-		1,520,800		-
178-21-437-10-737-000	W-37 Well 20-Construction		-		-		1,244,050		-
178-21-445-10-737-000	W-45 Aging Pipeline Replacement		-		-		500,000		-
178-21-446-10-737-000	W-46 Well 20 (150 Z one)				-		750,000		150,000
178-21-447-10-737-000	W-47 Advanced Meter Infrastructure		-		-		518,462		-
178-21-449-10-737-000	W-49 Ave 52 Extension to Jackson		-		-		-		100,000
178-21-450-10-737-000	W-37 Castro's Water System Consolidation		-		-		-		100,000
178-21-451-10-737-000	W-51 Grapefruit Extension to Palm St		-		-		-		150,000
178-21-452-10-737-000	W-52 Whitewater Crossing Palm/Airport		-		-		-		262,423
Total Capital Expenditur	es	\$	55,395	\$	170,491	\$	5,462,525	\$	4,606,430
Total Water Authority		\$	7,354,964	\$	4,366,408	\$	14,068,382	\$	14,407,915



# Fire Protection District



The Coachella Fire Protection District (the District) was created in December 1990 to provide fire protection services to the residents of the City of Coachella. The District is considered a component unit of the City of Coachella for financial reporting purposes. The Riverside County Fire Protection District provides all necessary services that are described in a contract between the two

entities. Governance is provided by the City Council whose members also serve as the District's Board of Directors. The board funds the District through transfers from the City's general fund, property tax collected, interest earned on investments, and miscellaneous sources. Fixed assets include structures and equipment that existed prior to the contract with the County Fire Protection District.

The District utilizes the same Fiscal Control Ordinance, as adopted by the City, which provides for a system of fiscal and budgetary controls.

The District is currently staffed by one (1) engine company that staffs three (3) Fire Captains, one (1) Engineer, one (1) Engineer medic, one (1) Firefighter II, four (4) Firefighter II medics, and one (1) Office assistant.

In addition to the staffed positions, an active volunteer program boasts a company that consists of a staff of approximately one (1) Volunteer Firefighter.

Activity for the past fiscal year includes the following (approx. 2,738 responses):



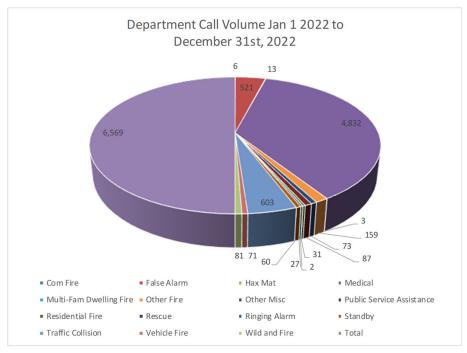




# Fire Protection District (Continued)

Activity for the 2022 calendar year includes the following:

Department Call Volume							
Response By Category	Jan 1 2022 to December 31st, 2022	Percentage of Total Calls					
Com Fire	6	0.091%					
False Alarm	521	7.931%					
Hax Mat	13	0.198%					
Medical	4,832	73.558%					
Multi-Fam Dwelling Fire	3	0.046%					
Other Fire	159	2.420%					
Other Misc	73	1.111%					
Public Service Assistance	87	1.324%					
Residential Fire	31	0.472%					
Rescue	2	0.030%					
Ringing Alarm	27	0.411%					
Standby	60	0.913%					
Traffic Collision	603	9.179%					
Vehicle Fire	71	1.081%					
Wild and Fire	81	1.233%					
Total	6,569	100.00%					





# Component Units Coachella Fire Protection District

## **Detailed Revenue Budget**

Fire Protection District			)20-21 tual	2021-22 Actual	Es	2022-23 timated ear End	7 2023-24 Initial Budget
240-12-110-10-301-000	Secured Property Tax	\$	381,924	\$ 419,997	\$	395,000	\$ 420,000
240-12-110-10-303-000	Supplemental Property Tax		31,912	24,748		30,000	25,000
240-12-110-10-304-000	Unsecured Property Tax		16,045	21,734		15,000	20,000
240-12-110-10-319-000	Delinquent Taxes, Interest & Penalties		3,975	6,405		2,000	2,000
240-12-110-10-390-000	Pass through		5	67		-	-
240-12-110-10-396-000	RPTTF Pass-Through		450,701	464,685		469,000	480,000
240-12-110-40-342-000	Other Charges		38,123	41,301		40,000	40,000
240-12-151-30-333-000	Homeowners Prop Tax Relief		3,612	3,611		3,000	3,000
240-12-155-50-319-000	Penalties and interest on delinquent tax		8,666	-		_	-
240-12-155-50-363-000	Special assessments - CFD 38%		728,149	802,796		874,000	1,093,100
240-12-170-70-364-000	Unrealized gain/loss on investment		(4,924)	(18,026)		-	-
240-12-311-70-361-000	Interest and Rents		4,942	3,299		-	-
240-12-311-90-369-000	Other Revenue		849	12,757		-	-
Total Fire Protection District Revenues Before Transfers			663,978	1,783,375		1,828,000	2,083,100

## **Detailed Expense Budget**

		FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Estimated Year End	FY 2023-24 Initial Budget
Fire Protection District					
240-12-110-10-311-000	County administrative charges	\$ 10,804	\$ 10,333	\$ 5,000	\$ 13,000
240-12-110-10-331-000	Audit services	22	-	-	-
240-12-110-10-334-000	Professional/contract services	2,856,135	3,102,348	3,844,775	4,004,287
240-12-110-10-430-000	Repair and maintenance services	28,247	22,369	30,000	25,000
240-12-110-10-580-000	M eetings, conferences and travel	-	336	-	-
240-12-110-10-610-000	General supplies	3,169	4,347	2,000	5,000
240-12-110-10-611-000	Minor Equip, Furniture <5,000	103	-	2,000	-
240-12-110-10-612-000	Computer software	485	179	-	-
240-12-110-10-640-000	Books and periodicals	-	290	-	-
240-12-110-10-801-000	Miscellaneous	60	2,347	5,150	-
240-12-110-90-930-101	General government allocation	188,986	-	347,397	575,862
<b>Total Fire Protection Dist</b>	nict	\$ 3,088,011	\$ 3,142,549	\$ 4,236,322	\$ 4,623,149



# CITY OF COACHELLA CAPITAL PROJECTS



# CIP INDEX

# CIP INDEX

Fiscal Year  2023-2024  CIP Budget  Total Project Cost  Fire Station Expansion Fire Fire Station Expansion Fire Station Fire Expansion Fire Fire Station Fire Fire Station Fire Fire Fi										Item 19.
Fire Station Expansion   S		<b>F</b> '				182)		brary	L	(22)
Fire Station Expansion   S		Fiscal Year				152/		. S - Li		Ind 1
Fire Station Expansion   S						pur	<u> </u>	Fee		ਜੂ
Fire Station Expansion   S		2023-2024				r (F.	130	nent		Θ
Fire Station Expansion   S		2023 2024			Budgeted	nide.	in a	over		Grad
Fire Station Expansion   S		CID Dudget	Total Project	Ex	penditures	s/Bı	re (F	m _		ø e
Fire Station Expansion   S		CIP Buaget	Cost	fo	FY 2023/24	irant	F.	lev    121)		ridg
1-01   Lubrary Annex	F-7		\$ 8.138.397	Ś	2,291,400					<u> </u>
Li-03   LIMD 13 District Improvements	Versi (1000)			_			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$ 50,000		
Li-03   LIMD 36 District Improvements   120,000   \$ 120,000   \$ 750,000   \$	LL-01	LLMD 10 District Improvements	25,000	\$	25,000					
LI-05   LIMD 14 Retention Basin Landscape   F00,000   \$ 750,000	LL-02	LLMD 13 District Improvements	30,000	\$	30,000					
Li-05   LLMD 14 Retention Basin Landscape				<u> </u>						
P-21   Bagdouma Park Basketball Court Replacement   P-27   Dateland Skatepark Rehabilitation   65,000   \$ 65,000   \$ 65,000   \$ 69		·		<del></del>						
P-28   Sierra Vista Park Restroom Replacement   250,000   5,200,000   90,789				<u> </u>	,					
P-28   Sierra Vista Park Restroom Replacement				<u> </u>	•	CE 000				
P-30   Bagdouma Park Restroom				_	•	•				
P-31   Bagdouma Park Restroom				_	•	A				
P-31 Central Park - Ave 50 and Industrial Park				_		23,000				
P-32   Bagdouma Restroom   929,000   \$ 9				<u> </u>		654 600				
S-14   Mesquite Water Mutual Association   1,580,000   \$ -				_		03 1,000				
S-15					0-0,000					
\$-15	3-14		1,580,000	>	-					
\$-18	S-15		2,031,107	s	1,889,457					
S-19   Coronado to Harrison   331,000   \$ 331,000   \$ 331,000   \$ 5.28   Ave 52 Extension to Jackson   1,684,000   \$ 100,000   \$ 100,000   \$ 1,210,000   \$ 100,000   \$ 1,210,000   \$ 1	S-18			<u> </u>						
S27   Ave 52 Extension to Jackson   1,684,000   \$ 100,000   \$ 150,000   \$ 100,000   \$ 15	C 10	Capacity Improvements - Ave 50 from								
S-28         Ave 51 Extension to Jackson         1,210,000 \$ 100,000           ST-69         Avenue 50 Bridge (Over Whitewater Channel)         53,770,908 \$ 7,483,728 5,641,192           ST-81         New Interchange @ Ave 50 & 865 EXPY           ST-93         Ave 50 Widening Project (Calhoun to ST-109 Dillon Road Bridge I-10 & SR 86 Interchange         55,202,647 \$ 474,640 392,985         28,856           ST-118         Street Pavement Rehab Phase 19         55,202,647 \$ 474,640 392,985         28,856           ST-119         Dillon Road Bridge I-10 & SR 86 Interchange         50,149,239 \$ 1,860,835         1,860,835           ST-118         Street Pavement Rehab Phase 19         1,013,472 \$ 1,013,472         1,013,472 \$ 1,013,472           ST-131         Street pavement Rehab Phase 21         849,000 \$ - 587,500 \$ 484,051         1,575,000           ST-133         Street pavement Rehab Phase 21         866,000         125,000           ST-133         AVE DAY WILL AND AVE 54 Bike Lanes         1,210,000 \$ 105,000         125,000           ST-139         AVE DAY WILL AND AVE 54 Bike Lanes         1,200,000 \$ 10,000         1,200,000           ST-139         AVE DAY WILL AND AVE 54 Bike Lanes         1,210,000 \$ 10,000         1,25,000           ST-139         AVE SUBLIANCE WILL AND AVE 54 Bike Lanes         1,210,000 \$ 1,20,000         1,25,000	5-19	Coronado to Harrison	331,000	\$	331,000					
ST-69	S-27	Ave 52 Extension to Jackson	1,684,000	\$	100,000					
ST-81		Ave 51 Extension to Jackson	1,210,000	\$	100,000					
ST-93         Ave 50 Widening Project (Calhoun to         9,250,000         \$ 8,421,137         6,320,352           ST-109         Dillon Road Bridge I-10 & SR 86 Interchange         50,149,239         \$ 1,860,835         1,860,835           ST-118         Street Pavement Rehab Phase 19         1,013,472         \$ 1,013,472           ST-128         Street Pavement Rehab Phase 20         \$ 484,051           ST-131         Ave 48 St Widening Project (Dillon to Van Str.137)         \$ 484,051           ST-136         Avenue 50 Bridge Coating         105,000         \$ 105,000           ST-137         Dillon Road Bridge Coating         125,000         \$ 125,000           ST-138         ATP HWY 111 and Ave 54 Bike Lanes         14,040,225         200,000           ST-139         Ave 50 Realignment Peter Rabit to Tyler         2,000,000         \$ -           ST-140         Coachella Valley Arts and Music Line         75,838         44,258           W-32         Mesquite Water Mutual Association         1,805,919         1,575,100           W-38         Shady Lane & Amezcua Water System Consolidation         2,215,695         2,068,907           W-38         Whitewater Wash Bridge Pipeline @ Ave 50         200,000         -           W-39         Whitewater Wash Bridge Pipeline @ Ave 50         3,000,000		5		_						
ST-109         Dillon Road Bridge I-10 & SR 86 Interchange         50,149,239         \$ 1,860,835         1,860,835           ST-118         Street Pavement Rehab Phase 19         50,149,239         \$ 1,860,835         1,860,835           ST-128         Street Pavement Rehab Phase 20         849,000         \$ -           ST-131         Ave 48 St Widening Project (Dillon to Van         587,500         \$ 484,051           ST-132         Street pavement Rehab Phase 21         866,000           ST-135         Avenue 50 Bridge Coating         105,000         105,000           ST-138         ATP HWY 111 and Ave 54 Bike Lanes         125,000         \$ 125,000           ST-139         Ave 50 Realignment Peter Rabit to Tyler         75,838         \$ 44,258           W-32         Mesquite Water Mutual Association         1,805,919         \$ 1,575,100           W-38         3.6Mg Reservoir Interior Relining         2,215,695         \$ 2,068,907           W-39         Whitewater Wash Bridge Pipeline @ Ave 50         450,000         \$ -           W-41         Valve Replacement         320,000         \$ 200,000           W-45         Aging Pipeline Replacement         500,000         \$ 150,000           W-40         Well 20         3,000,000         \$ 150,000										28,856
ST-118         Street Pavement Rehab Phase 19         1,013,472         \$ 1,013,472           ST-128         Street Pavement Rehab Phase 20         849,000         \$ -           ST-131         Ave 48 St Widening Project (Dillon to Van ST-132 Street pavement Rehab Phase 21         587,500         \$ 484,051           ST-132         Street pavement Rehab Phase 21         866,000         \$ 105,000         \$ 105,000           ST-137         Dillon Road Bridge Coating         125,000         \$ 125,000         \$ 125,000           ST-138         ATP HWY 111 and Ave 54 Bike Lanes         14,040,225         200,000         200,000           ST-140         Coachella Valley Arts and Music Line         75,838         44,258         \$ 44,258           W-32         Mesquite Water Mutual Association         1,805,919         \$ 1,575,100           W-35         Shady Lane & Amezcua Water System Consolidation         2,215,695         \$ 2,068,907           W-39         Whitewater Wash Bridge Pipeline @ Ave 50         700,000         -           W-41         Valve Replacement         320,000         200,000           W-45         Aging Pipeline Replacement         500,000         -           W-49         Ave 52 Extension to Jackson         1,800,000         150,000           W-50										
ST-128         Street Pavement Rehab Phase 20         849,000         \$ -           ST-131         Ave 48 St Widening Project (Dillon to Van         587,500         \$ 484,051           ST-136         Avenue 50 Bridge Coating         105,000         \$ 105,000           ST-137         Dillon Road Bridge Coating         125,000         \$ 125,000           ST-138         ATP HWY 111 and Ave 54 Bike Lanes         14,040,225         \$ 200,000           ST-139         Ave 50 Realignment Peter Rabit to Tyler         75,338         \$ 44,258           ST-140         Coachella Valley Arts and Music Line         75,838         \$ 44,258           W-32         Mesquite Water Mutual Association         1,805,919         \$ 1,575,100           W-35         Shady Lane & Amezcua Water System Consolidation         2,215,695         \$ 2,068,907           W-38         3.6Mg Reservoir Interior Relining         450,000         \$ -           W-39         Whitewater Wash Bridge Pipeline @ Ave 50         700,000         \$ -           W-41         Valve Replacement         320,000         \$ 200,000           W-45         Aging Pipeline Replacement         500,000         \$ 150,000           W-49         Ave 52 Extension to Jackson         1,800,000         \$ 100,000           W-50						1,860,835				
ST-131         Ave 48 St Widening Project (Dillon to Van         587,500         \$ 484,051           ST-132         Street pavement Rehab Phase 21         866,000           ST-137         Dillon Road Bridge Coating         105,000         \$ 125,000           ST-138         ATP HWY 111 and Ave 54 Bike Lanes         14,040,225         \$ 200,000           ST-139         Ave 50 Realignment Peter Rabit to Tyler         2,000,000         \$ -           ST-140         Coachella Valley Arts and Music Line         75,838         \$ 44,258           W-32         Mesquite Water Mutual Association         1,805,919         \$ 1,575,100           Shady Lane & Amezcua Water System         2,215,695         \$ 2,068,907           W-38         3.6Mg Reservoir Interior Relining         450,000         \$ -           W-39         Whitewater Wash Bridge Pipeline @ Ave 50         700,000         \$ -           W-41         Valve Replacement         500,000         \$ -           W-45         Aging Pipeline Replacement         500,000         \$ -           W-49         Ave 52 Extension to Jackson         900,000         \$ 100,000           W-50         Ave 51 Extension to Palm St         150,000         \$ 150,000           W-52         Whitewater Crossing Palm/Airport         262,423				_	1,013,472					
ST-132         Street pavement Rehab Phase 21         866,000           ST-136         Avenue 50 Bridge Coating         105,000         \$ 105,000           ST-137         Dillon Road Bridge Coating         125,000         \$ 125,000           ST-138         ATP HWY 111 and Ave 54 Bike Lanes         14,040,225         \$ 200,000           ST-140         Coachella Valley Arts and Music Line         75,838         \$ 44,258           W-32         Mesquite Water Mutual Association         1,805,919         \$ 1,575,100           Shady Lane & Amezcua Water System Consolidation         2,215,695         \$ 2,068,907           W-38         3.6Mg Reservoir Interior Relining         450,000         \$ -           W-39         Whitewater Wash Bridge Pipeline @ Ave 50         \$ 200,000         \$ -           W-41         Valve Replacement         320,000         \$ 200,000           W-45         Aging Pipeline Replacement         500,000         \$ -           W-46         Well 20         3,000,000         \$ 150,000           W-50         Ave 51 Extension to Jackson         1,800,000         \$ 100,000           W-51         Grapefruit Extension to Palm St         150,000         \$ 262,423           Whitewater Crossing Palm/Airport         262,423         \$ 262,423  <				_	404.051					
ST-136       Avenue 50 Bridge Coating         ST-137       Dillon Road Bridge Coating         ST-138       ATP HWY 111 and Ave 54 Bike Lanes         ST-139       Ave 50 Realignment Peter Rabit to Tyler         ST-140       Coachella Valley Arts and Music Line         W-32       Mesquite Water Mutual Association         W-35       Shady Lane & Amezcua Water System         Consolidation       2,215,695       \$ 2,068,907         W-39       Whitewater Wash Bridge Pipeline @ Ave 50         W-41       Valve Replacement       320,000       \$ 200,000         W-45       Aging Pipeline Replacement       500,000       \$ -         W-46       Well 20       3,000,000       \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000       \$ 150,000         W-50       Ave 51 Extension to Palm St       150,000       \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423       \$ 262,423			20 YA 15 20 10 10 10 10 10 10 10 10 10 10 10 10 10	_	484,051					
ST-137         Dillon Road Bridge Coating         125,000         \$ 125,000           ST-138         ATP HWY 111 and Ave 54 Bike Lanes         14,040,225         \$ 200,000           ST-139         Ave 50 Realignment Peter Rabit to Tyler         2,000,000         \$ -           ST-140         Coachella Valley Arts and Music Line         75,838         \$ 44,258           W-32         Mesquite Water Mutual Association         1,805,919         \$ 1,575,100           W-35         Shady Lane & Amezcua Water System Consolidation         2,215,695         \$ 2,068,907           W-38         3.6Mg Reservoir Interior Relining         450,000         \$ -           W-39         Whitewater Wash Bridge Pipeline @ Ave 50         700,000         \$ -           W-41         Valve Replacement         320,000         \$ 200,000           W-45         Aging Pipeline Replacement         500,000         \$ -           W-46         Well 20         3,000,000         \$ 150,000           W-50         Ave 51 Extension to Jackson         1,800,000         \$ 100,000           W-51         Grapefruit Extension to Palm St         150,000         \$ 262,423         \$ 262,423				_	105 000					
ST-138       ATP HWY 111 and Ave 54 Bike Lanes       14,040,225       \$ 200,000       200,000         ST-139       Ave 50 Realignment Peter Rabit to Tyler       2,000,000       \$ -       -         ST-140       Coachella Valley Arts and Music Line       75,838       \$ 44,258         W-32       Mesquite Water Mutual Association       1,805,919       \$ 1,575,100         W-35       Shady Lane & Amezcua Water System       2,215,695       \$ 2,068,907         Consolidation       2,215,695       \$ 2,068,907         W-39       Whitewater Wash Bridge Pipeline @ Ave 50       \$ -         W-41       Valve Replacement       320,000       \$ 200,000         W-45       Aging Pipeline Replacement       500,000       \$ -         W-46       Well 20       3,000,000       \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000       \$ 100,000         W-50       Ave 51 Extension to Palm St       150,000       \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423       \$ 262,423				_						
ST-139         Ave 50 Realignment Peter Rabit to Tyler         2,000,000 \$ -         -           ST-140         Coachella Valley Arts and Music Line         75,838 \$ 44,258           W-32         Mesquite Water Mutual Association         1,805,919 \$ 1,575,100           W-35         Shady Lane & Amezcua Water System         2,215,695 \$ 2,068,907           Consolidation         2,215,695 \$ 2,068,907           W-39         Whitewater Wash Bridge Pipeline @ Ave 50           W-41         Valve Replacement         320,000 \$ -           W-45         Aging Pipeline Replacement         500,000 \$ -           W-46         Well 20         3,000,000 \$ 150,000           W-49         Ave 52 Extension to Jackson         900,000 \$ 100,000           W-50         Ave 51 Extension to Palm St         150,000           W-51         Grapefruit Extension to Palm St         150,000           W-52         Whitewater Crossing Palm/Airport         262,423					•	200.000				
ST-140       Coachella Valley Arts and Music Line       75,838 \$ 44,258         W-32       Mesquite Water Mutual Association       1,805,919 \$ 1,575,100         W-35       Shady Lane & Amezcua Water System       2,215,695 \$ 2,068,907         Consolidation       2,215,695 \$ 2,068,907         W-38       3.6Mg Reservoir Interior Relining       450,000 \$ -         W-39       Whitewater Wash Bridge Pipeline @ Ave 50       700,000 \$ -         W-41       Valve Replacement       320,000 \$ 200,000         W-45       Aging Pipeline Replacement       500,000 \$ -         W-46       Well 20       3,000,000 \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000 \$ 100,000         W-50       Ave 51 Extension to Jackson       1,800,000 \$ 100,000         W-51       Grapefruit Extension to Palm St       150,000 \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423 \$ 262,423				_	-					
W-32       Mesquite Water Mutual Association       1,805,919       \$ 1,575,100         W-35       Shady Lane & Amezcua Water System       2,215,695       \$ 2,068,907         W-38       3.6Mg Reservoir Interior Relining       450,000       \$ -         W-39       Whitewater Wash Bridge Pipeline @ Ave 50       -       -         W-41       Valve Replacement       320,000       \$ 200,000         W-45       Aging Pipeline Replacement       500,000       \$ -         W-46       Well 20       3,000,000       \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000       \$ 100,000         W-50       Ave 51 Extension to Palm St       150,000       \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423       \$ 262,423				_	44,258					
W-35       Shady Lane & Amezcua Water System       2,215,695       \$ 2,068,907         W-38       3.6Mg Reservoir Interior Relining       450,000       \$ -         W-39       Whitewater Wash Bridge Pipeline @ Ave 50       700,000       \$ -         W-41       Valve Replacement       320,000       \$ 200,000         W-45       Aging Pipeline Replacement       500,000       \$ -         W-46       Well 20       3,000,000       \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000       \$ 100,000         W-50       Ave 51 Extension to Jackson       1,800,000       \$ 100,000         W-51       Grapefruit Extension to Palm St       150,000       \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423       \$ 262,423		·		_						
W-38   3.6Mg Reservoir Interior Relining   450,000   \$ -	\A/ 2F	-								
W-39       Whitewater Wash Bridge Pipeline @ Ave 50       700,000       \$ -         W-41       Valve Replacement       320,000       \$ 200,000         W-45       Aging Pipeline Replacement       500,000       \$ -         W-46       Well 20       3,000,000       \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000       \$ 100,000         W-50       Ave 51 Extension to Jackson       1,800,000       \$ 100,000         W-51       Grape fruit Extension to Palm St       150,000       \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423       \$ 262,423					2,068,907					
W-41       Valve Replacement       320,000 \$ 200,000         W-45       Aging Pipeline Replacement       500,000 \$ -         W-46       Well 20       3,000,000 \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000 \$ 100,000         W-50       Ave 51 Extension to Jackson       1,800,000 \$ 100,000         W-51       Grape fruit Extension to Palm St       150,000 \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423 \$ 262,423				_	-					
W-45       Aging Pipeline Replacement       500,000 \$ -         W-46       Well 20       3,000,000 \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000 \$ 100,000         W-50       Ave 51 Extension to Jackson       1,800,000 \$ 100,000         W-51       Grape fruit Extension to Palm St       150,000 \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423 \$ 262,423				_	-					
W-46       Well 20       3,000,000 \$ 150,000         W-49       Ave 52 Extension to Jackson       900,000 \$ 100,000         W-50       Ave 51 Extension to Jackson       1,800,000 \$ 100,000         W-51       Grape fruit Extension to Palm St       150,000 \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423 \$ 262,423				_	200,000					
W-49         Ave 52 Extension to Jackson         900,000 \$ 100,000           W-50         Ave 51 Extension to Jackson         1,800,000 \$ 100,000           W-51         Grapefruit Extension to Palm St         150,000 \$ 150,000           W-52         Whitewater Crossing Palm/Airport         262,423 \$ 262,423	100000			_	150,000					
W-50       Ave 51 Extension to Jackson       1,800,000       \$ 100,000         W-51       Grapefruit Extension to Palm St       150,000       \$ 150,000         W-52       Whitewater Crossing Palm/Airport       262,423       \$ 262,423				_						
W-51         Grapefruit Extension to Palm St         150,000         \$ 150,000           W-52         Whitewater Crossing Palm/Airport         262,423         \$ 262,423				_						
W-52 Whitewater Crossing Palm/Airport 262,423 \$ 262,423				_						
				_						
				_		\$ 16,192.153	\$ 1,800.000	\$ 50.000	\$	28,856

				pun	117)		U	Item 19.
	Fiscal Year			rtation (F	nd 116 /	ees-Park 126)	es - Publi	Grants (F
	2023-2024		Budgeted	DIF Street & Transportation (Fund 127)	TDA / Measure A (Fund 116 / 117)	Dev Improvement Fees-Park Impvoements (Fund 126)	Dev Improvement Fees - Public Art (131)	Water Operations & Grants (Ħ 178)
	CIP Budget	E	xpenditures or FY 2023/24	DIF Street 127)	TDA / Mea	Dev Impro Impvoeme	Dev Impro Art (131)	Water Ope 178)
F-7	Fire Station Expansion	\$	2,291,400					
F-33	Library Annex	\$	500,000					
LL-01	LLMD 10 District Improvements	\$	25,000					
LL-02	LLMD 13 District Improvements	\$	30,000					
LL-03	LLMD 16 District Improvements	\$	120,000					
LL-04	LLMD 33 Retention Basin Landscape	\$	750,000					
LL-05	LLMD 14 Retention Basin Landscape	\$	500,000					
P-21 P-27	Bagdouma Park Basketball Court Replacement Dateland Skatepark Rehabilitation	\$	359,384 65,000					
P-27 P-28	Sierra Vista Park Restroom Replacement	\$	250,000					
P-28 P-29	Park Tot Lot Ave 53 - Additional Srvc Capacity	\$	25,000					
P-30	Bagdouma Park Restroom	\$	400,000					
P-31	Central Park - Ave 50 and Industrial Park	\$	1,241,930			587,330		
P-32	Bagdouma Restroom	\$	929,000			719,000		
S-14	Mesquite Water Mutual Association		323,000			713,000		
3-14	-	\$	-					
S-15	Shady Lane & Amezcua Septic to Sewer Conversion	\$	1,889,457					
S-18	Capacity Imp. Tyler from Ave 53 to Ave 54	\$	60,000					
3-18	Capacity Improvements - Ave 50 from	7	00,000					
S-19	Coronado to Harrison	\$	331,000					
S-27	Ave 52 Extension to Jackson	\$	100,000					
S-28	Ave 51 Extension to Jackson	\$	100,000					
ST-69	Avenue 50 Bridge (Over Whitewater Channel)	\$	7,483,728	1,842,536				
ST-81	New Interchange @ Ave 50 & 86S EXPY	\$	474,640	52,799				
ST-93	Ave 50 Widening Project (Calhoun to	\$	8,421,137	365,861	633,040			
ST-109	Dillon Road Bridge I-10 & SR 86 Interchange	\$	1,860,835	515,512	,			
	Street Pavement Rehab Phase 19	\$	1,013,472		1,013,472			
5.000 Section 5.00	Street Pavement Rehab Phase 20	\$	-		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
ST-131	Ave 48 St Widening Project (Dillon to Van	\$	484,051	52,801				
ST-132	Street pavement Rehab Phase 21			·				
ST-136	Avenue 50 Bridge Coating	\$	105,000					
ST-137	Dillon Road Bridge Coating	\$	125,000					
ST-138	ATP HWY 111 and Ave 54 Bike Lanes	\$	200,000					
ST-139	Ave 50 Realignment Peter Rabit to Tyler	\$	-					
ST-140	Coachella Valley Arts and Music Line	\$	44,258				44,258	
W-32	Mesquite Water Mutual Association	\$	1,575,100					1,575,100
W-35	Shady Lane & Amezcua Water System	4	2 000 007					2 000 007
W 20	Consolidation  2 6Mg Poson (air Interior Polining	\$	2,068,907					2,068,907
W-38 W-39	3.6Mg Reservoir Interior Relining	\$	-					
W-41	Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement	\$	200,000					200,000
W-41 W-45		\$	200,000					200,000
W-45 W-46	Aging Pipeline Replacement Well 20	\$	150,000					
W-49	Ave 52 Extension to Jackson	\$	100,000					
W-50	Ave 52 Extension to Jackson  Ave 51 Extension to Jackson	\$	100,000					
W-51	Grapefruit Extension to Palm St	\$	150,000					
W-51 W-52	Whitewater Crossing Palm/Airport	\$	262,423					
VV-3Z	Total	\$		\$ 2212 007	\$ 1,646,512	\$ 1206 220	\$ 44,258	\$ 3,844,007
	iotai	7	J-1,100,122	4 4479,737	+ +1010131Z	- 1,300,330	<b>→ "F1,430</b>	+ 3,0T1,00/

					Б			Item 19.
	Fiscal Year			(Fund 177)	k Grants (Fu	(Fund 360)	210)	
	2023-2024		Budgeted penditures	Water Connections (Fund 177)	Sewer Operations & Grants (Fund 361)	Sewer Connections (Fund 360)	CDBG Grant (Fund 210)	SB1 (Fund 109)
	CIP Budget		FY 2023/24	Water (	Sewer ( 361)	Sewer (	CDBG	SB1 (Fu
F-7	Fire Station Expansion	\$	2,291,400					
F-33	Library Annex	\$	500,000					
LL-01	LLMD 10 District Improvements	\$	25,000					
LL-02	LLMD 13 District Improvements	\$	30,000					
LL-03 LL-04	LLMD 16 District Improvements  LLMD 33 Retention Basin Landscape	\$	120,000 750,000					
LL-04 LL-05	LLMD 14 Retention Basin Landscape	\$	500,000					
P-21	Bagdouma Park Basketball Court Replacement	\$	359,384				200,000	
P-27	Dateland Skatepark Rehabilitation	\$	65,000				200,000	
P-28	Sierra Vista Park Restroom Replacement	\$	250,000					
P-29	Park Tot Lot Ave 53 - Additional Srvc Capacity	\$	25,000					
P-30	Bagdouma Park Restroom	\$	400,000				400,000	
P-31	Central Park - Ave 50 and Industrial Park	\$	1,241,930				·	
P-32	Bagdouma Restroom	\$	929,000				210,000	
S-14	Mesquite Water Mutual Association	\$	_					
	Shady Lane & Amezcua Septic to Sewer	1						
S-15	Conversion	\$	1,889,457		1,889,457			
S-18	Capacity Imp. Tyler from Ave 53 to Ave 54	\$	60,000			60,000		
S-19	Capacity Improvements - Ave 50 from							
3-19	Coronado to Harrison	\$	331,000		33,100	297,900		
S-27	Ave 52 Extension to Jackson	\$	100,000			100,000		
S-28	Ave 51 Extension to Jackson		100 000			100,000		
		\$	100,000			100,000		
ST-69	Avenue 50 Bridge (Over Whitewater Channel)	\$	7,483,728			100,000		
ST-81	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY	\$ \$	7,483,728 474,640			100,000		
ST-81 ST-93	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to	\$ \$ \$	7,483,728 474,640 8,421,137			100,000		1,101,884
ST-81 ST-93 ST-109	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange	\$ \$ \$	7,483,728 474,640 8,421,137 1,860,835			100,000		1,101,884
ST-81 ST-93 ST-109 ST-118	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19	\$ \$ \$ \$	7,483,728 474,640 8,421,137			100,000		1,101,884
ST-81 ST-93 ST-109 ST-118 ST-128	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20	\$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472			100,000		
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van	\$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835			100,000		1,101,884
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21	\$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 484,051			100,000		
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating	\$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051			100,000		
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating	\$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000			100,000		
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating	\$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051			100,000		
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes	\$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000			100,000		
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler	\$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 484,051 105,000 125,000					
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258					
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258					
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258 1,575,100					
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35 W-35	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258 1,575,100 2,068,907 -					
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35 W-38 W-39 W-41	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258 1,575,100					
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-140 W-32 W-35 W-35 W-41 W-45	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement Aging Pipeline Replacement	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258 1,575,100 2,068,907 - 200,000					
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35 W-35 W-41 W-45 W-46	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement Aging Pipeline Replacement Well 20	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 484,051 105,000 125,000 200,000 44,258 1,575,100 2,068,907 - 200,000 - 150,000	150,000				
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35 W-35 W-38 W-41 W-45 W-46 W-49	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement Aging Pipeline Replacement Well 20 Ave 52 Extension to Jackson	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258 1,575,100 2,068,907 - 200,000 - 150,000 150,000	100,000				
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35 W-35 W-35 W-41 W-45 W-46 W-49 W-50	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement Aging Pipeline Replacement Well 20 Ave 52 Extension to Jackson Ave 51 Extension to Jackson	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258 1,575,100 2,068,907 - 200,000 - 150,000 100,000	100,000 100,000				
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35 W-38 W-39 W-41 W-45 W-46 W-49 W-50 W-51	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement Aging Pipeline Replacement Well 20 Ave 52 Extension to Jackson Grapefruit Extension to Palm St	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472	100,000 100,000 150,000				
ST-81 ST-93 ST-109 ST-118 ST-128 ST-131 ST-132 ST-136 ST-137 ST-138 ST-139 ST-140 W-32 W-35 W-35 W-35 W-41 W-45 W-46 W-49 W-50	Avenue 50 Bridge (Over Whitewater Channel) New Interchange @ Ave 50 & 86S EXPY Ave 50 Widening Project (Calhoun to Dillon Road Bridge I-10 & SR 86 Interchange Street Pavement Rehab Phase 19 Street Pavement Rehab Phase 20 Ave 48 St Widening Project (Dillon to Van Street pavement Rehab Phase 21 Avenue 50 Bridge Coating Dillon Road Bridge Coating Dillon Road Bridge Coating ATP HWY 111 and Ave 54 Bike Lanes Ave 50 Realignment Peter Rabit to Tyler Coachella Valley Arts and Music Line Mesquite Water Mutual Association Shady Lane & Amezcua Water System Consolidation 3.6Mg Reservoir Interior Relining Whitewater Wash Bridge Pipeline @ Ave 50 Valve Replacement Aging Pipeline Replacement Well 20 Ave 52 Extension to Jackson Ave 51 Extension to Jackson	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,483,728 474,640 8,421,137 1,860,835 1,013,472 - 484,051 105,000 125,000 200,000 - 44,258 1,575,100 2,068,907 - 200,000 - 150,000 100,000	100,000 100,000 150,000 262,423	\$ 1,922,557		\$ 810,000	

	Fiscal Year 2023-2024 CIP Budget	for	Budgeted penditures	Landscape & Lighting Districts (Fund 160)	General Fund (101)
F-7 F-33	Fire Station Expansion	\$	2,291,400		
LL-01	LLMD 10 District Improvements	\$	500,000 25,000	25,000	
LL-01 LL-02	LLMD 13 District Improvements	\$	30,000	30,000	
LL-03	LLMD 16 District Improvements	\$	120,000	120,000	
LL-04	LLMD 33 Retention Basin Landscape	\$	750,000	750,000	
LL-05	LLMD 14 Retention Basin Landscape	\$	500,000	500,000	
P-21	Bagdouma Park Basketball Court Replacement	\$	359,384		159,384
P-27	Dateland Skatepark Rehabilitation	\$	65,000		
P-28	Sierra Vista Park Restroom Replacement	\$	250,000		159,211
P-29	Park Tot Lot Ave 53 - Additional Srvc Capacity	\$	25,000		
P-30	Bagdouma Park Restroom	\$	400,000		
P-31	Central Park - Ave 50 and Industrial Park	\$	1,241,930		
P-32	Bagdouma Restroom	\$	929,000		
S-14	Mesquite Water Mutual Association	\$	-		
S-15	Shady Lane & Amezcua Septic to Sewer				
	Conversion	\$	1,889,457		
S-18	Capacity Imp. Tyler from Ave 53 to Ave 54	\$	60,000		
S-19	Capacity Improvements - Ave 50 from Coronado to Harrison	٠,	221 000		
S-27	Ave 52 Extension to Jackson	\$	331,000 100,000		
S-28	Ave 51 Extension to Jackson	\$	100,000		
ST-69	Avenue 50 Bridge (Over Whitewater Channel)	\$	7,483,728		
ST-81	New Interchange @ Ave 50 & 86S EXPY	\$	474,640		
ST-93	Ave 50 Widening Project (Calhoun to	\$	8,421,137		
ST-109	Dillon Road Bridge I-10 & SR 86 Interchange	\$	1,860,835		
ST-118	Street Pavement Rehab Phase 19	\$	1,013,472		
ST-128	Street Pavement Rehab Phase 20	\$	-		
ST-131	Ave 48 St Widening Project (Dillon to Van	\$	484,051		
ST-132	Street pavement Rehab Phase 21				
ST-136	Avenue 50 Bridge Coating	\$	105,000		105,000
ST-137	Dillon Road Bridge Coating	\$	125,000		125,000
ST-138	ATP HWY 111 and Ave 54 Bike Lanes	\$	200,000		
ST-139	Ave 50 Realignment Peter Rabit to Tyler	\$	44.050		
ST-140	Coachella Valley Arts and Music Line	\$	44,258		
W-32	Mesquite Water Mutual Association Shady Lane & Amezcua Water System	\$	1,575,100		
W-35	Consolidation	\$	2,068,907		
W-38	3.6Mg Reservoir Interior Relining	\$	-		
W-39	Whitewater Wash Bridge Pipeline @ Ave 50	\$	-		
W-41	Valve Replacement	\$	200,000		
W-45	Aging Pipeline Replacement	\$	-		
W-46	Well 20	\$	150,000		
W-49	Ave 52 Extension to Jackson	\$	100,000		
W-50	Ave 51 Extension to Jackson	\$	100,000		
W-51	Grapefruit Extension to Palm St	\$	150,000		
W-52	Whitewater Crossing Palm/Airport	\$	262,423		
	Total	\$	34,785,722	\$ 1,425,000	\$ 548,595



# **FACILITIES**

#### CITY OF COACHELLA **Capital Improvement Program Project Details** Project Title Fire Station Expansion Project Description: Rehabilitation and expansion of the Fire Station to incorporate Project Number: today's standards separate showers for men and women, apparatus bay, generator F-7 upgrade, and electrical system upgrade. The project adds additional housing capacity. Planning and environmental phase for expansion. Managing Department Engineering Impact on Future Project Status Operating Costs Project Statistics: New Origination Year FY 14/15 Increase Safety & Health Pending Decrease Minimal In Design Masterplan Council Goal Out to Bid In Consturction Financial Requirements: Initial Cost Estimate by Category **E**stimate Project Summary Planning/Permits Total estimated costs\$ 8,138,397 846,997 Costs incurred \$ 5,846,996 Design/Bid 7,291,400 Construction/Contingency 2,291,401 Cost to complete \$ Administration Construction Management Restricted Funding Other - Specify 8.138.397 Total Yes No **Funding Plan** Projected Future Plan Actual Expenditures Budget Funding Source(s) Fund 2020/21 2021/22 2022/23 2023/24 2024/25 Prior Beyond Total Fire DIF 130 64,188 26,030 1,800,000 2,008,654 69,466 48,970 Gaming Grants 150 145.959 492.384 638.343 5,491,400 ARPA 152 5.000.000 491,400 210,147 8,138,397 Total 561,850 26,030 5,048,970 2,291,400 F-7



# CITY OF COACHELLA

#### **Capital Improvement Program Project Details**

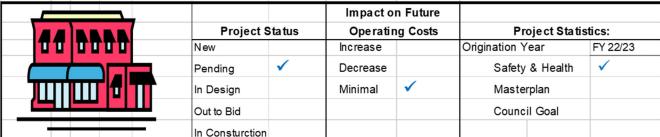
Project Title Library Annex

**Project Description:** Rehabilitation of existing Library Annex building to improve safety and add capacity to library services. Rehabilitiation to include exterior upgrades, seismic retrofitting, mechanical and electrical system upgrades and interior space remodel.

Project Number: F-33

Managing Department

Engineering



Financial Requirements:

Initial Cost Estimate by Categ	ory <u>Estimate</u>
Planning/Permits	-
Design/Bid	500,000
Construction/Contingency	5,025,688
Administration	-
Construction Management	-
Other - Specify	-
Total	5,525,688



Project Summary

Total estimated costs\$ 5,525,688

Costs incurred\$ 
Cost to complete\$ 5,525,688

Restricted Funding

Yes

No

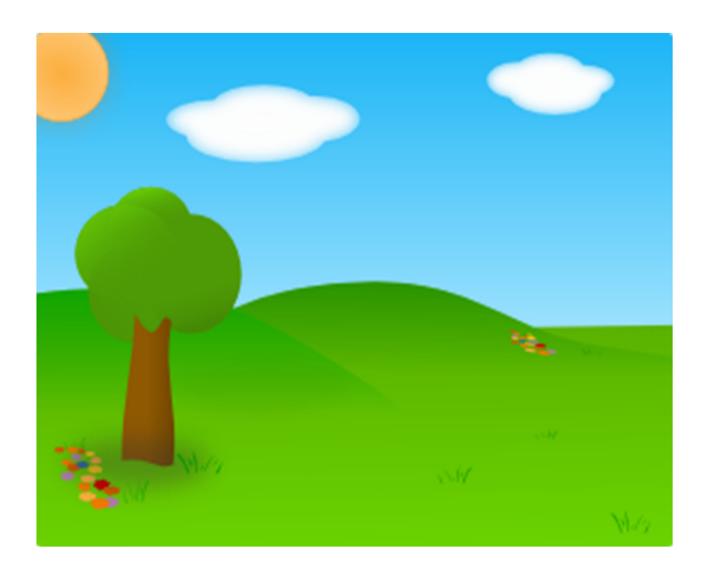
## **Funding Plan**

		Actual Expenditures			Projected	Budget	Future Plan			
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total	
Grants SB 129	152					450,000	4,118,807		4,568,807	
General	101					50,000	406,881		456,881	
Total						500.000	4.525.688		5.025.688	









# LLMD

# **CITY OF COACHELLA**

## **Capital Improvement Program Project Details**

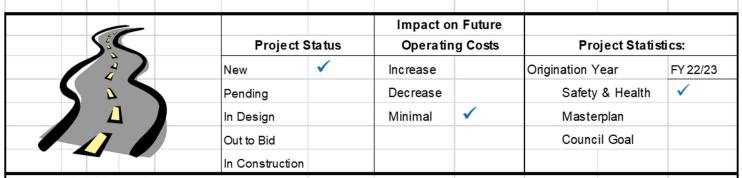
Project Title: District 10 Landscape Improvements

**Project Description:** 

Project Number:

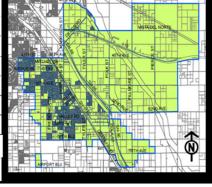
LL-01

Managing Department
Public Works



# Financial Requirements:

Initial Cost Estimate by Catego	ory Estimate
Planning/Permits	-
Design/Bid	-
Construction/Contingency	25,000
Administration	-
Construction Management	-
Right-of-Way	-
Total	25,000

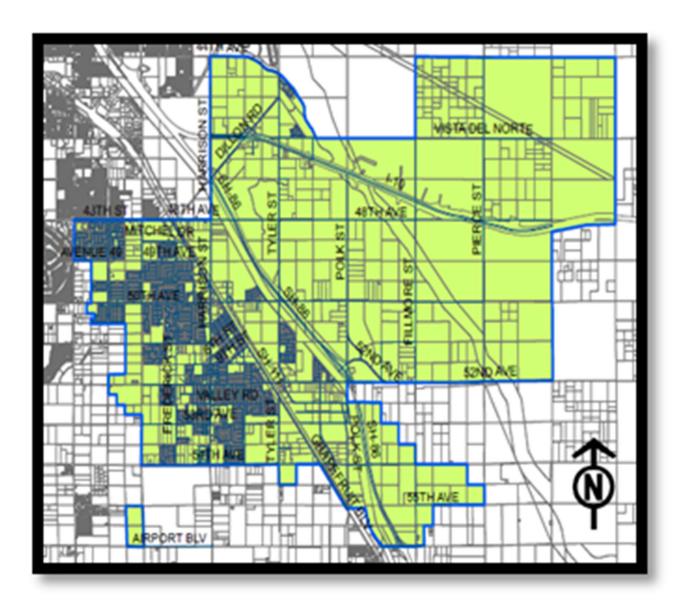


<u>Pro</u>	ject Summa	ary
Total estin	nated costs\$	25,000
Cos	-	
Cost to	o complete \$	25,000
Restricted Fu	nding	
Yes	✓	
No		

Funding Plan

		Actual Expenditures			Projected	Budget	Future		
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Landscape & Lightir	160					25,000	-		25,000
						-			
									-
Total		_	_	_	_	25,000	_	-	25,000

LL-01



## CITY OF COACHELLA

#### **Capital Improvement Program Project Details**

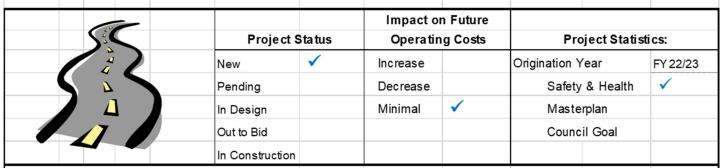
Project Title: District 13 Landscape Improvements

Project Description: Improve landscape for four (4) retantion basins in back of development.

Project Number:

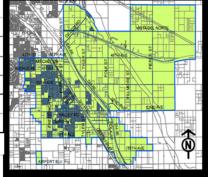
Managing Department

Public Works



#### Financial Requirements:

Initial Cost Estimate by C	ategory	<b>Estimate</b>		
Planning/Permits	-			
Design/Bid		-		
Construction/Contingency	30,000			
Administration	-			
Construction Managemen	nt	-		
Right-of-Way		-		
Total		30,000		



<u>Project Summary</u>						
Total estimated costs\$	30,000					
Costs incurred \$	-					
Cost to complete \$	30,000					

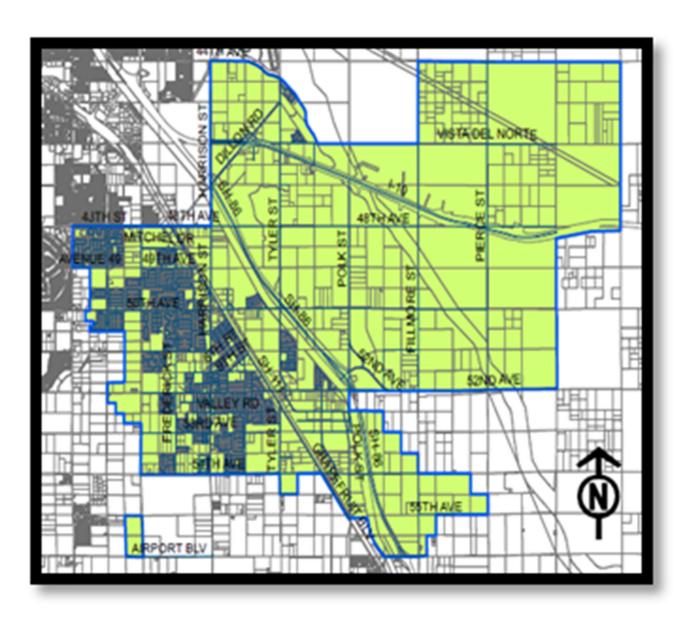
Restricted Funding

Yes

Νo

Fullulighali									
		Ad	Actual Expenditures		Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Landscape & Lightii	160					30,000			30,000
									-
Total		_	-	_	_	30,000	_	_	30,000

LL-02



#### **Capital Improvement Program Project Details**

Project Title District 16 Landscape Improvements

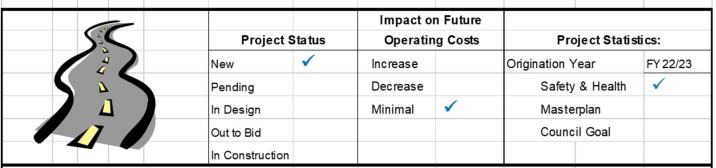
Project Description:

Project Number:

LL-13

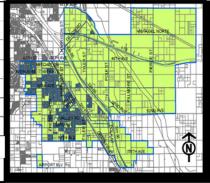
Managing Department

**Public Works** 



## Financial Requirements:

Initial Cost Estimate by Categ	gory <u>Estimate</u>
Planning/Permits	-
Design/Bid	-
Construction/Contingency	120,000
Administration	-
Construction Management	-
Right-of-Way	-
Total	120,000



Project Summary

Total estimated costs\$ 120,000

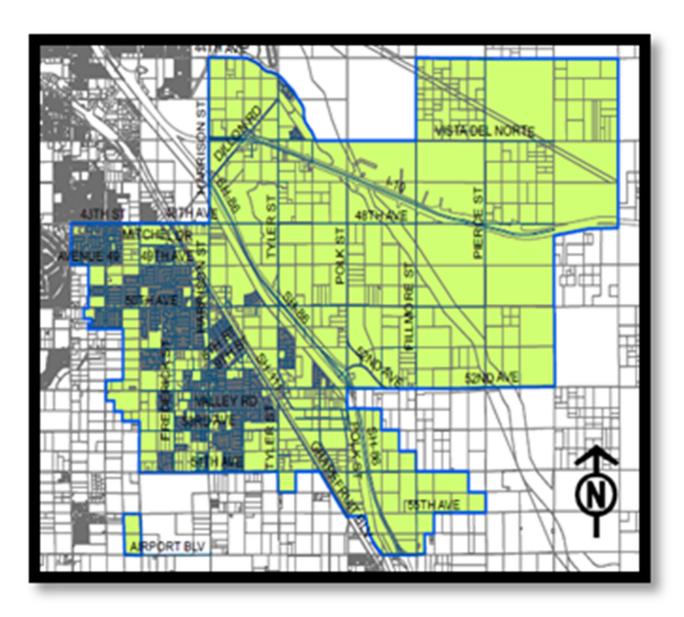
Costs incurred \$ 
Cost to complete \$ 120,000

Restricted Funding
Yes

No

**Funding Plan** 

					9				
		Ac	tual Expenditui	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Landscape & Lighti	160					120,000			120,000
									-
Total		-	_	_	_	120,000	<del>-</del>	_	120,000
·				LL	-03				



## **Capital Improvement Program Project Details**

Project Title: District 33 Retention Basin and Landscape Improvements

Project Description:

Project Number:

LL-04

Managing Department
Public Works

			Impact o	n Future		
	Project S	Project Status		ng Costs	Project Statistics:	
	New	✓	Increase		Origination Year	FY 22/23
1	Pending		Decrease		Safety & Health	✓
	In Design		Minimal	✓	Masterplan	
	Out to Bid				Council Goal	
	In Construction					

# Financial Requirements:

Initial Cost Estimate by Cat	egory Estimate
Planning/Permits	-
Design/Bid	-
Construction/Contingency	750,000
Administration	-
Construction Management	-
Right-of-Way	-
Total	750,000

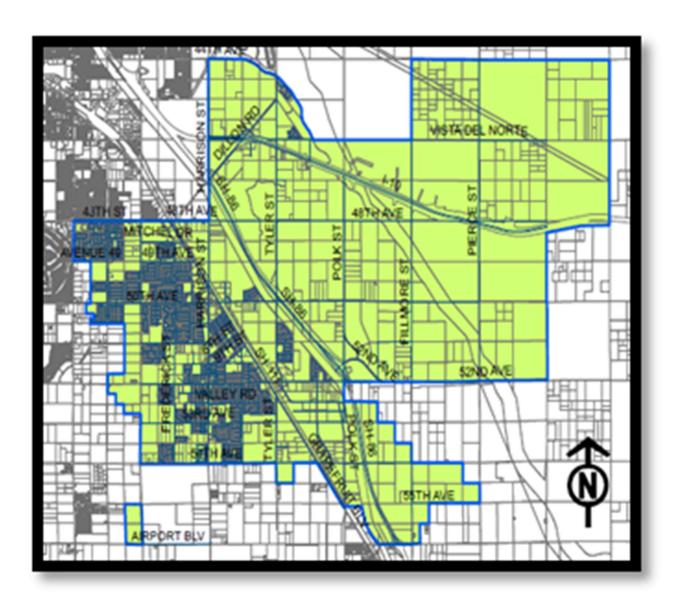


<u>Pro</u>	ject Summa	ary						
Total estin	nated costs\$	750,000						
Cos	Costs incurred \$							
Cost to	complete \$	750,000						
Restricted Fu	nding							
Yes	✓							
No								

Funding Plan

		Ac	Actual Expenditures			Budget	Future Plan		
Funding Source(s) Fund	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Beyond Total
Landscape & Lightir	160					750,000		Annual Control of the	750,000
									_
Total		-	-	<b>-</b>	-	750,000	-	_	750,000

LL-04



# **Capital Improvement Program Project Details**

Project Title: District 14 Retention Basin Landscape Improvements

Project Description: Improve landscape for four (4) retantion basins in back of development

Project Number: LL-05

Managing Department
Public Works

			Impact o	n Future		
	Project S	Project Status		ng Costs	Project Statis	tics:
	New	✓	Increase		Origination Year	FY 22/23
4	Pending		Decrease		Safety & Health	✓
	In Design		Minimal	✓	Masterplan	
	Out to Bid				Council Goal	
	In Construction					

# Financial Requirements:

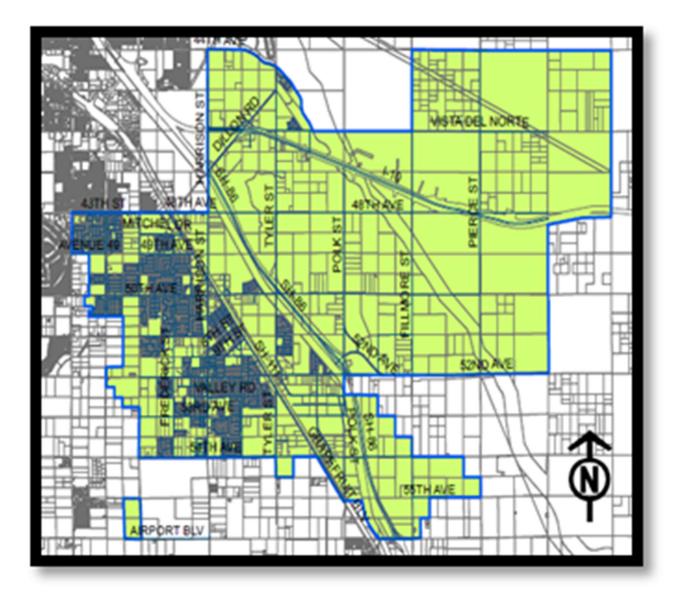
Initial Cost Estimate by Cat	egory Estimate	_
Planning/Permits		-
Design/Bid		-
Construction/Contingency	500	0,000
Administration		-
Construction Management		-
Right-of-Way		-
Total	500	0,000



<u>Project Summary</u>							
Total estin	nated costs\$	500,000					
Cos	ts incurred \$	-					
Cost to	o complete \$	500,000					
Restricted Funding							
Yes	✓						
No							

FundingPlan								
	Ac	tual Expenditu	res	Projected	Budget	Future	Plan	
Funding Source(s) Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Landscape & Lightir 160					500,000			500,000
								-
Total	-	-	-	-	500,000	-	-	500,000

LL-05





# PARKS & RECREATION

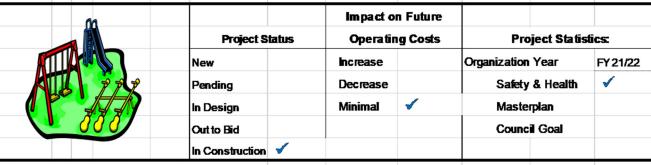
### **Capital Improvement Program Project Details**

Project Title: Bagdouma Park Basketball Court Replacement

Project Description: Replacing the basketball court pavement at Bagdouma Park. Project will include a tennis court, pickleball courts and basketball courts.

Project Number: P-21

Managing Department Engineering



### Financial Requirements:

initial Cost Estimate by Category	Estimate		
Planning/Permit	_		
Design/Bid	42,831		
Construction/Contingency	859,384		
Administration	_		
Construction Management/Confingency			
Other - Specify	_		
18.75	902,215		



Project Summary

Total estimated costs\$ 902,215

Costs incurred \$ 542,831

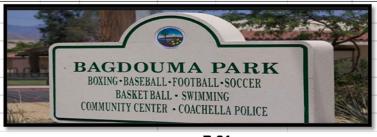
Cost to complete \$ 359,384

Restricted Funding

Yes ✓ No

Funding Plan

	i diding i lan								
			Actual Expenditures		Projected	Budget	Future Plan		
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
CDBG	210				500,000	200,000	-	_	700,000
General	101			18,890	23,941	159,384			202,215
									_
									_
									_
Total		-	-	18,890	523,941	359,384	-	-	902,215





### **Capital Improvement Program Project Details**

### Project Title Dateland Skatepark Rehabilitation

Project Description: Dateland Skatepark Rehabilitation

Project Number:

P-27

Managing Department
Public Works

m			Impact o	n Future		
	Project S	Status	Operatir	ng Costs	Project Statistics:	
	New	✓	Increase		Origination Year	FY 22/23
ATTI PPZ	Pending		Decrease		Safety & Health	✓
	In Design		Minimal	✓	Masterplan	
000	Out to Bid				Council Goal	
	In Construction					

# Financial Requirements:

· maneral requirements							
Initial Cost Estimate by Cate	gory Estimate						
Planning/Permits	-						
Design/Bid	-						
Construction/Contingency	65,000						
Administration	-						
Construction Management	-						
Right-of-Way	-						
Total	65,000						



Project Summary						
65,000						
-						
65,000						
Restricted Funding						

Yes No ✓

Fundir	ng Plan
roc	Drojected

		Ac	tual Expenditur	es	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
General Fund	101					65,000			65,000
***************************************			***************************************						
Total		_	-	_	-	65,000		-	65,000



### **Capital Improvement Program Project Details**

Project Title Sierra Vista Restroom Renovation

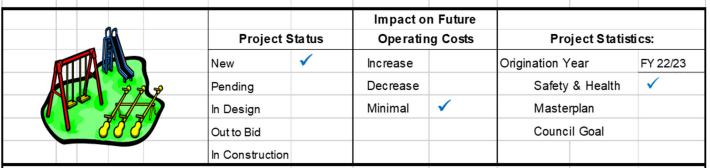
Project Description: General replacement of wom equipment and facility fixtures.

Project Number:

P-28

Managing Department

**Public Works** 



### Financial Requirements:

Initial Cost Es	stimate by Category	<b>Estimate</b>
Planning/Perr	nits	-
Design/Bid		-
Construction/	250,000	
Administration	-	
Construction I	Managem ent	-
Right-of-Way		-
Total		250,000



Project Summary						
Total estimated costs\$	250,000					
Costs incurred \$	-					
Cost to complete \$	250,000					
Restricted Funding						

Yes No

**Funding Plan** 

		Ac	tual Expenditur	es	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
General Fund	101					159,211			159,211
Grants	152					90,789			
						-		-	-
Total		_	_	_	-	250,000	_	_	250,000



#### **Capital Improvement Program Project Details** Project Title Park Tot Lot Project Description: Park Tot Lot Avenue 53 Project Number: P-29 Managing Department **Public Works** Impact on Future **Project Status** Operating Costs Project Statistics: New Increase Origination Year FY 22/23 Decrease Safety & Health Pending Minimal Masterplan In Design Council Goal Out to Bid In Construction Financial Requirements: Initial Cost Estimate by Category **E**stimate Project Summary 300,000 Planning/Permits Total estimated costs\$ Design/Bid Costs incurred \$ Construction/Contingency 300,000 Cost to complete \$ 300,000 Administration Construction Management Restricted Funding Right-of-Way 300,000 Yes Total No **Funding Plan** Actual Expenditures Projected Budget Future Plan Funding Source(s) Fund Prior 2020/21 2021/22 2022/23 2023/24 2024/25 Beyond Total Grant Fund 152 25.000 25,000 25,000 Total 25,000 P-29



### **Capital Improvement Program Project Details**

Project Title Bagdouma Park Restroom Upgrades

Project Description: Rehabilitation of existing restrooms by basketball courts at Bagouma Park.

Project Number: P-30

Managing Department Engineering

			Impact o	n Future				
	Project S	t Status Operating C		Project Status		ng Costs	Project Statis	tics:
	New	✓	Increase		Origination Year	FY 22/23		
9 9 9	Pending		Decrease		Safety & Health	<b>✓</b>		
	In Design		Minimal	✓	Masterplan			
000	Out to Bid				Council Goal			
	In Construction							

# Financial Requirements:

Initial Cost Es	<u>Estimate</u>	
Planning/Perm	nits	-
Design/Bid		
Construction/C	Contingency	400,000
Administration		-
Construction N	Management	-
Right-of-Way		-
Total		400,000



١	Project Summary									
ı	Total estin	400,000								
ı	Cos	-								
ı	Cost to	400,000								
1										
ı										
ı	Restricted Fu									
ı	Yes									
	No	✓								

		Act	tual Expenditur	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
CDBG	210					400,000			400,000
									_
Total				<u> </u>	<del>-</del>	400,000	······	<del>-</del>	400,000
				P-	-30				



**Capital Improvement Program Project Details** 

Project Title: Central Park

Project Description: Central Park on Avenue 52

Project Number:

P-31

Managing Department Engineering

nn n			Impact o	n Future		
	Project :	Status	Operating Costs		Project Statistics:	
	New	1	Increase	1	Origination Year	FY 22/23
ATT PPZ	Pending		Decrease		Safety & Health	<b>√</b>
	In Design		Minimal		Masterplan	
000	Out to Bid				Council Goal	
	In Construction					

# Financial Requirements:

Initial Cost Estimate by Category	<u>Estimate</u>
Planning/Permit	_
Design/Bid	651,343
Construction/Contingency	7,803,257
Administration	-
Construction Management/Contingency	_
Other - Specify [Land Acquisition]	877,330
Total	9,331,930



Project Summary

Total estimated costs\$ 9,331,930

Costs incurred\$ 580,000

Cost to complete\$ 8,751,930

Restricted Funding

Yes

No

	Funding Plan								
		Ac	tual Expenditu	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Park Grant	152					654,600	3,800,000	4,000,000	8,454,600
TBD					290,000	587,330			877,330
									_
									-
Total		-	-	_	290,000	1,241,930	3,800,000	4,000,000	9,331,930



### **Capital Improvement Program Project Details**

Project Title:

Bagdouma Restroom & Snack Bar

Project Description: Install a new prefabricated restroom and concession stand by feilds 5 & 6 at Bagdouma Park.

P-32

Managing Department Engineering

m			Impact o	n Future		
	Project S	itatus	Operating Costs		Project Statistics:	
	New		Increase		Organization Year	FY 22/23
ATTIN FRY	Pending	✓	Decrease		Safety & Health	✓
	In Design		Minimal	✓	Masterplan	
000	Out to Bid				Council Goal	
	In Construction					

# Financial Requirements:

Initial Cost Estimate by Categ	ory Estimate	
Planning/Permit		
Design/Bid		
Construction/Contingency	929,000	
Administration	-	
Construction Management/Cor	ntingency -	
Other - Specify		
18.75	929,000	BANK S
		1



<u>Pro</u>	ject Summa	ry
Total estin	nated costs\$	929,000
Cos		
Cost to	929,000	
Restricted Fu	nding	
Yes	✓	
No		

_	III		no	. 0	lan
_	ш	ш			ıanı
•	•				

		$\overline{}$							
			Actual Exp	enditures	Projected	Budget	Futur	e Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
DIF 126	182					719,000			719,000
CDBG	210					210,000			210,000
									-
									-
									-
Total		-	-		-	929,000	-	-	929,000
				P.	-32				







# **WASTE WATER**

### **Capital Improvement Program Project Details**

Project Title: Mesquite Septic to Sewer Conversion

**Project Description**: The Utilities Department is currently working on the Clean Water State Revolving Fund Grant to prepare for the general, technical, financial, and environmental packages for the construction of extending wastewater services to the community known as Mesquite.

Project Number:

S-14

Managing Department Utility

		Impact o	n Future		
Project S	Project Status		ig Costs	Project Statistics:	
New		Increase		Origination Year	FY 16/17
Pending		Decrease		Safety & Health	✓
In Design		Minimal	✓	Masterplan	
Out to Bid				Council Goal	
In Construction	✓				

### Financial Requirements:

Initial Cost Estimate by Category	<u>Estimate</u>
Planning/Permits	-
Design/Bid	100,000
Construction/Contingency	1,440,000
Administration	40,000
Construction Management	-
Other - Specify	-
Total	1,580,000



 Project Summary

 Total estimated costs\$
 1,580,000

 Costs incurred \$
 95,132

 Cost to complete \$
 1,484,868

Restricted Funding

Yes

No

				runain	g Pian				
		Ac	tual Expenditur	es	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/2024	2024/2025	Beyond	Total
Sewer Utility Fund	361	83,952	11,180			000000000000000000000000000000000000000			95,132
Seeking Funding	361							1,484,868	1,484,868
						<u></u>			_
						<u></u>			_
Total		83,952	11,180	-	-	-	-	1,484,868	1,580,000



									Item
		Cá	apital Improv	ement Pr	rogram Pro	oject Deta	ils		
,									
Project Title:		5	Shady Lane a	and Amez	cua Septic	to Sewer	Conversion	n	
	***************************************	***************************************							
Project Descriptio	n: Septio	to sewer	conversion for	the Shady L	ane commun	ity.	Р	roject Numb	er:
								S-15	
							Man	aging Depar	rtment
								Utility	
_					Impact o				
			Project S	Status		ng Costs	<b>.</b>	oject Statis	
	_		New		Increase		Origination Y		FY 17/18
	_		Pending		Decrease		Safety	& Health	✓
	_		In Design		Minimal	✓	Maste	rplan	
			Out to Bid				Counc	il Goal	
			In Construction	✓					
Financial Re	auire	ments:							
Initial Cost Estimate			Estimate		The Part	Will the	Pro	ject Sumn	nary
Planning/Permits			30,000		WA	11/1/2	Total estim	ated costs\$	2,031,107
Design/Bid			200,000	160	3672		Cost	s incurred \$	141,650
Construction/Conting	gency		1,601,107		VI SA	12.30	Cost to	complete \$	1,889,457
Administration			200,000						
Construction Manage	ement		-		1000	11/19			
Other - Specify			-		14	1	Restricted Fu		
Total			2,031,107		1	Villa.	Yes	✓	
							No		
				Funding	g Plan				
		Ad	tual Expenditur		Projected	Budget	Future		
				0004/00		0000/000/			Total
Funding Source(s)	<del>!</del>	Prior	2020/21	2021/22	2022/2023	2023/2024	2024/2025	Beyond	ļ
Prop 84	361	Prior 55,653	2020/21 2,892	83,105	2022/2023		2024/2025	Beyond	141,650
Funding Source(s) Prop 84 DWR Clean Water	361				2022/2023	1,889,457	2024/2025	Beyond	141,650 1,889,457
Prop 84	361				2022/2023		2024/2025	Beyond	141,650 1,889,457 -
Prop 84	361				2022/2023		2024/2025	Beyond	141,650 1,889,457



### **Capital Improvement Program Project Details**

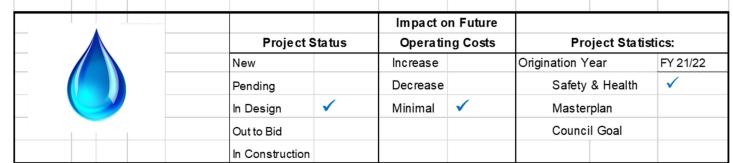
Project Title: Capacity Improvements - Tyler Street from Avenue 53 to Avenue 54

**Project Description**: The Sewer System Master Plan identified necessary upgrades to meet demands.

Project Number:

S-18

Managing Department
Utility



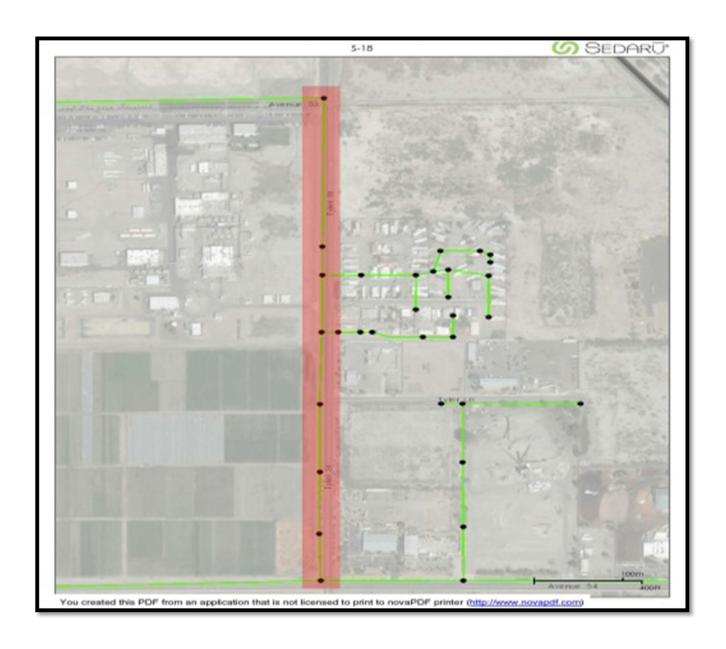
### Financial Requirements:

Initial Cost Estimate by Categ	ory Estimate
Planning/Permits	-
Design/Bid	60,000
Construction/Contingency	1,044,000
Administration	5,000
Construction Management	20,000
Other - Specify	-
Total	1,129,000
Iotai	1,129,00



Pro	Project Summary								
Total estin	nated costs\$	1,129,000							
Cos	-								
Cost to	1,129,000								
Restricted Fur	nding								
Yes	✓								
No	✓								

		Ad	tual Expenditur	es	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/2024	2024/2025	Beyond	Total
Sewer Connection	360					60,000	1,069,000		1,129,000
									-
									-
									-
Total		_	_	_	_	60,000	1,069,000	_	1,129,000



### **Capital Improvement Program Project Details**

Project Title: Capacity Improvements - Avenue 50 from Coronado Street to Harrison

**Project Description**: The 8 inch sewer main on Avenue 50 between Coronado St and Harrison St is currently exceeding the d/D criteria of 0.5 at the upstream end and slightly surcharging on the downstream end. 862 linear feet of 8 inch sewer will be replaced with a 10 inch line to increase capacity all the way to Frederick, this will overlap with Engineering ST-93.

Project Number:
S-19

Managing Department

Utility

		Impact o	n Future		
Project S	Project Status		ng Costs	Project Statistics:	
New		Increase		Origination Year	FY 21/22
Pending		Decrease	•	Safety & Health	✓
In Design	✓	Minimal	✓	Masterplan	
Out to Bid				Council Goal	
In Construction					

### Financial Requirements:

Initial Cost Estimate by Cate	gory Estimate	
Planning/Permits		-
Design/Bid	15,0	00
Construction/Contingency	301,0	00
Administration	5,0	00
Construction Management	10,0	00
Other - Specify		-
Total	331.0	00



Project Summary

Total estimated costs\$ 331,000

Costs incurred \$ 
Cost to complete \$ 331,000

Restricted Funding

Yes

No 🗸

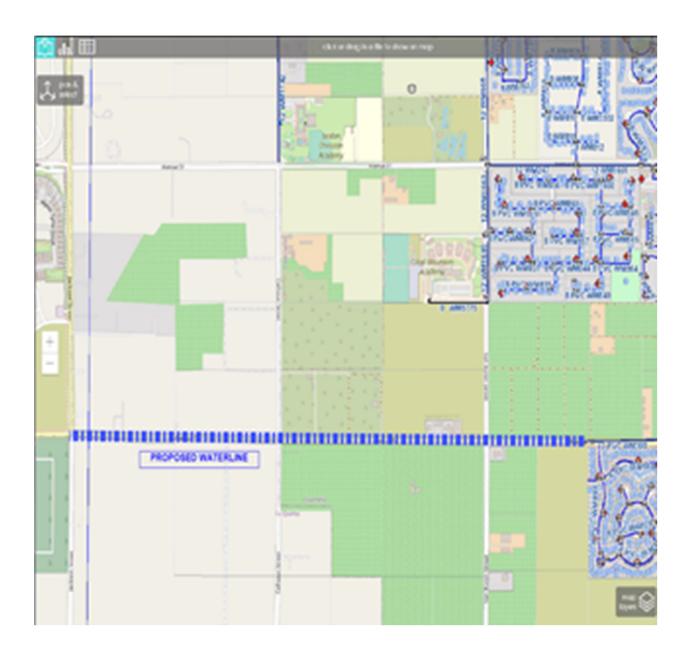
		Ad	tual Expenditu	es	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/2024	2024/2025	Beyond	Total
Sewer Utility Fund	361					33,100			33,100
Sewer Connection	360					297,900			297,900
									-
									-
									-
Total		-	-	-	-	331,000	-	-	331,000



				••••		, <u> </u>					
			Ca	pital Improve	ement Pr	ogram Pr	oject Det	ails			
Project 7	Title:		Сар	acity Improv	ements -	Avenue	52 Extens	sion to Jack	kson		
<b>Project Description</b> : Extension of the sewer main o Buren to Jackson street.					n Ave 52 at the intersection of Van						
Duleii to	Jackson S	ueet.							S-27		
								Mana	ging Depart	ment	
								ivialia	mem		
									Utility		
							n Future				
				Project S			ng Costs	Project Statist		ics:	
				New	✓	Increase		Origination Ye	ear	FY 22/23	
				Pending		Decrease	9	Safety 8	& Health	✓	
				In Design		Minimal	✓	Masterp	olan	✓	
				Out to Bid				Council	Goal	✓	
				In Construction							
Finan	cial Re	quire	ments	1							
	st Estimate			<u>Estimate</u>				Project Summary			
Planning/	Permits			-			Total estimated costs\$		1,684,000		
Design/Bi	id			100,000				Costs	s incurred \$	-	
	tion/Conting	ency		1,584,000			ground feet 1	Cost to	complete \$	1,684,000	
Administr							1				
	tion Manage	ement					пинини	Restricted Fun	dina		
Other - Specify Total				1,684,000	NO SECULIAR DE LA CONTRACTOR DE LA CONTR	-	TX	Yes	√		
Tota	<u> </u>			1,004,000		300		No	1		
					Eunding	Dlan		NO	•		
			Δ	tual Expenditur	Funding Plan res Projected Budget			Future			
Funding	Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/2024	2024/2025	Beyond	Total	
Sewer Co	onnection	360					100,000	1,584,000	-	1,684,000	
										-	
<del></del>				***						-	
							1 1 1 1 1 1 1 1 1 1 1 1			-	
Total -			_		<u> </u>	100,000	1,584,000	······	1,684,000		
IOTAI			-	-	-	100,000	1,304,000	_	1,004,000		
					S-2	7					



#### Capital Improvement Program Project Details Project Title: Capacity Improvements - Avenue 51 Extension to Jackson Project Description: Extension of the sewer main on Ave 51 approximately 3700 linear feet Project Number: east of Jackson street. S-28 Managing Department Utility Impact on Future Project Status Operating Costs Project Statistics: New Increase Origination Year FY 21/22 Pending Decrease Safety & Health ✓ Minimal Masterplan In Design Out to Bid Council Goal In Construction Financial Requirements: Initial Cost Estimate by Category **Estimate Project Summary** Planning/Permits Total estimated costs\$ 1,210,000 100,000 Design/Bid Costs incurred \$ Construction/Contingency 1,110,000 Cost to complete \$ 1,210,000 Administration Construction Management Restricted Funding Other - Specify Yes ✓ 1,210,000 Total No **Funding Plan** Future Plan Projected Actual Expenditures Budget Funding Source(s) Fund Prior 2020/21 2021/22 2022/23 2023/2024 2024/2025 Beyond Total 360 100,000 1,110,000 1,210,000 Sewer Connection Total 100,000 1,110,000 1,210,000 S-28







# **STREETS**

### **Capital Improvement Program Project Details**

Project Title: Avenue 50 Bridge (Over Whitewater Channel)

**Project Description**: Project will replace the existing dry weather crossing with a bridge, that will provide year-round access to property owners on either side of the creek, enabling access to SR-86S. This will provide safe passage across the creek, as this is a main roadway through the City. This channel swells well above the roadway annually, with each storm. The alignment will tie into a future intersection currently being developed by Caltrans.

Project Number:

ST-69

Managing Department Engineering

50	Project S	tatus	Impact on Future Operating Costs		Project Statistics:		
	New		Increase		Origination Year		FY 14/15
4	Pending		Decrease		Safety & Health		✓
	In Design	✓	Minimal	✓	Masterplan		
	Out to Bid				Council Goal		
	In Construction						

### Financial Requirements:

Initial Cost Estimate by Category	<u>Estimate</u>			
Planning/Permits	901,000			
Design/Bid	4,362,202			
Construction/Contingency	43,252,706			
Administration	-			
Construction Management	-			
Right-of-Way	5,255,000			
Total	53,770,908			



Project Summary								
Total estimated costs\$	53,770,908							
Costs incurred \$	3,034,474							
Cost to complete \$	50,736,434							

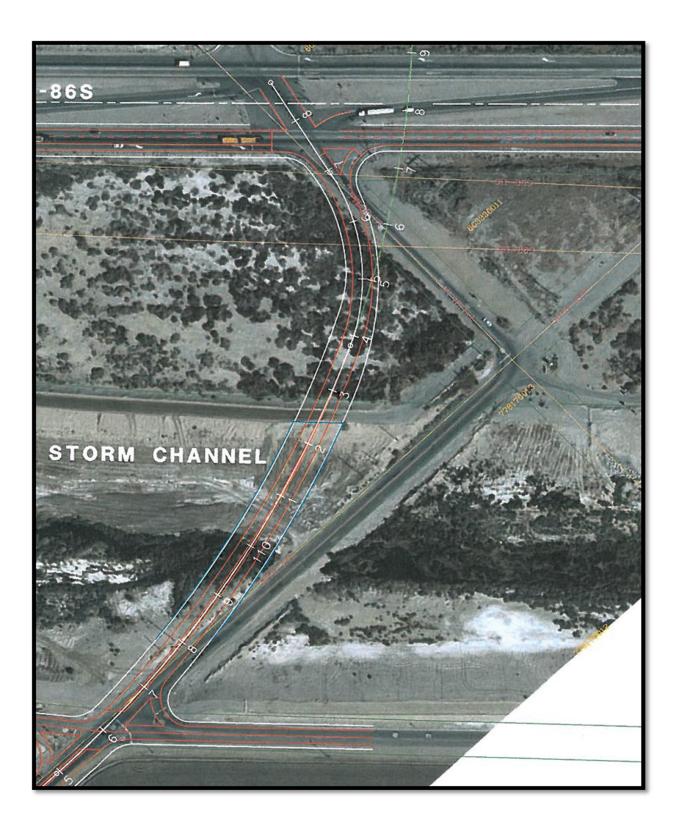
Restricted Funding

Yes No

# **Funding Plan**

		Actual Expenditures			Projected	Budget	Future Plan		
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
HBP BR-NBIL- (536)	152	798,098			1,073,775	1,847,715	38,252,706		41,972,294
CVAG	152	165,839	2,761	564,198	132,169	3,793,477	3,750,000		8,408,444
Street & Trans DIF	127	21,723	2,496	188,066	44,056	1,842,536	1,250,000		3,348,877
Bridge & Grade DIF	122	41,267							41,267
General Fund	101	26							26
Total		1,026,953	5,257	752,264	1,250,000	7,483,728	43,252,706	-	53,770,908
i I									

ST-69



#### **Capital Improvement Program Project Details**

Project Title: New Interchange @ Avenue 50 and 86S Expressway

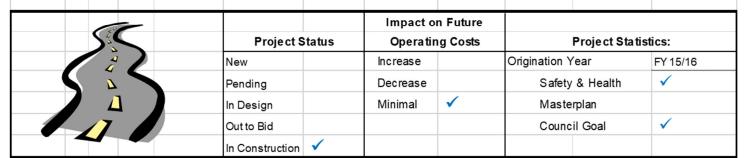
Project Description: New interchange at Avenue 50 and 86 Expressway.

Project Number:

ST-81

Managing Department

Engineering



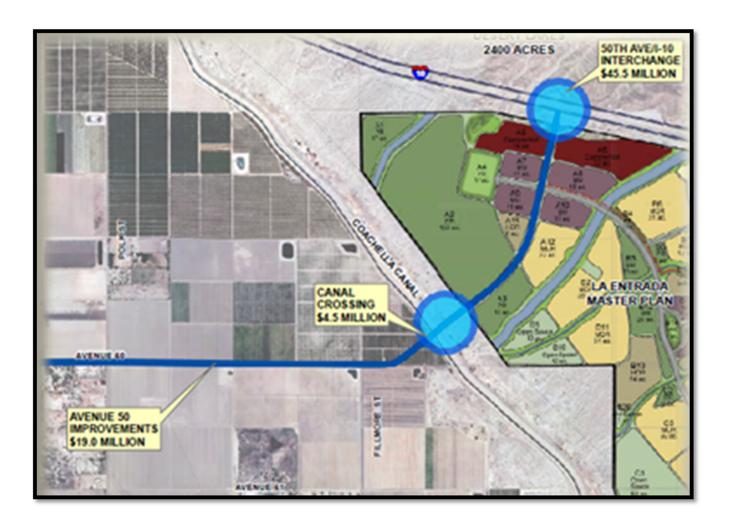
## Financial Requirements:

Initial Cost Estimate by Category	<u>Estimate</u>
Planning/Permits	928,767
Design/Bid	5,273,880
Construction/Contingency	45,000,000
Administration	-
Construction Management	-
Right-of-Way	4,000,000
Total	55,202,647



Project Summary							
Total es	55,202,647						
C	1,431,819						
Cos	53,770,828						
Restricted Fu	nding						
Yes							
No							

	Funding Plan								
		Acti	ual Expenditure	es	Projected	Budget	Futu	re Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Federal Demo	152	495,456	17,700			205,864	-	53,296,188	54,015,208
CVAG	152	647,604	23,095	6,930	11,250	187,121	_	_	876,000
Street & Trans DIF	127	6,878	7,857	2,310	3,750	52,799	<del>-</del>	_	73,594
Bridge & Grade DIF	122	208,989	-			28,856			237,845
Total		1,358,927	48,652	9,240	15,000	474,640	-	53,296,188	55,202,647



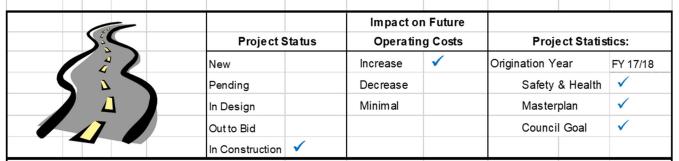
#### **Capital Improvement Program Project Details**

Project Title: Avenue 50 Widening Project (Calhoun to Harrison)

**Project Description**: Widen and improve Avenue 50 Calhoun to Harrison, including roadway widening, traffic engineering, traffic signal modifications sidewalk improvements, bicycle lanes and landscaping. Project is in combination with S-19.

Project Number: ST-93

Managing Department Engineering



#### Financial Requirements:

Initial Cost Estimate by Category	<u>Estimate</u>
Planning/Permits	-
Design/Bid	959,396
Construction/Contingency	7,190,604
Administration	-
Construction Management	100,000
Right-of-Way	1,000,000
Total	9,250,000



Project Summary

Total estimated costs\$ 9,250,000

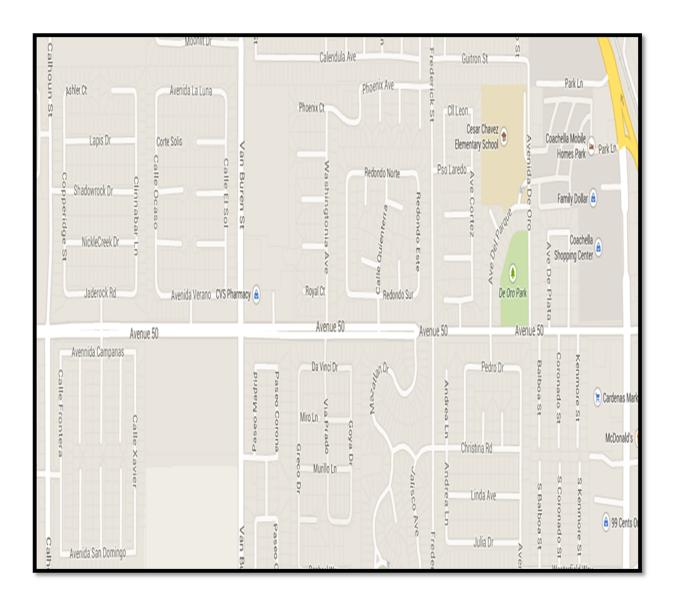
Costs incurred \$ 828,865

Cost to complete \$ 8,421,135

Restricted Funding

Yes
No

				Funding	g Plan				
		Ad	tual Expenditui	res	Projected	Projected Budget	Future Plan		
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
CVAG	152	370,672	124,723	65,503	56,250	6,320,352			6,937,500
Street & Trans DIF	127	129,557	41,574	21,834	18,750	365,861			577,576
SB1	109					1,101,884		-	1,101,884
Measure A	117					633,040			633,040
Total		500,229	166,297	87,337	75,000	8,421,137	<u> </u>	_	9,250,000



#### **Capital Improvement Program Project Details**

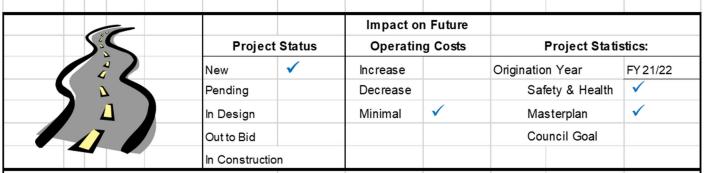
Project Title:

#### Dillon Road Bridge Interstate I-10 Interchange & SR 86 Interchange

Project Description: Dillon road bridge and road widening is unique in that it involves many jurisdictions with the City of Coachella taking the lead. There are four primary parties who would need to come together and form an agreement regarding improvements and maintenance for the project, City of Indio, City of Coachella, the Cabazon Band of Mission Indians, and the Twenty-Nine Palms Band of Mission Indians.

Project Number: ST-109

Managing Department Engineering



### **Financial Requirements:**

Initial Cost Est	<u>Estimate</u>	
Planning/Perm	-	
Design/Bid	3,000,000	
Construction/C	47,000,000	
Administration	149,239	
Construction M	lanagement	-
Right-of-Way		-
Total		50,149,239

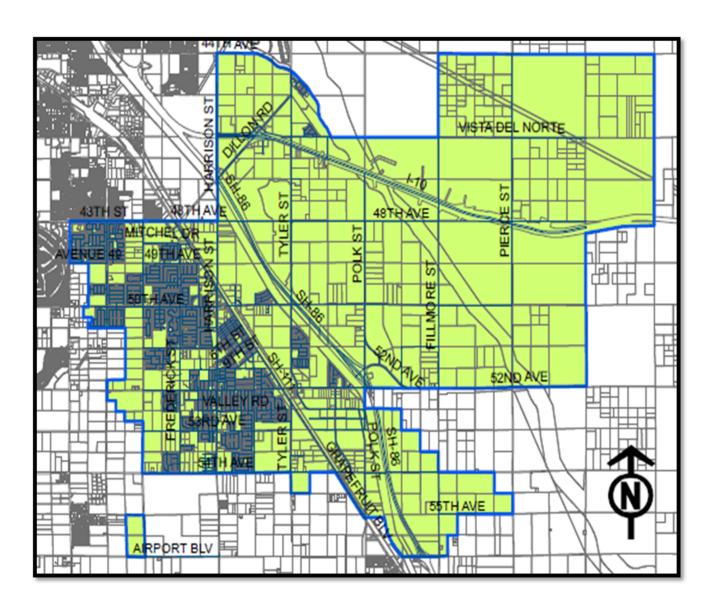


Project Summary						
Total estimated costs\$	50,149,239					
Costs incurred \$	1,288,405					
Cost to complete \$	48,860,834					
Restricted Funding						
Yes 🗸						

No

**Funding Plan** 

		Ac	tual Expendit	ures	Projected	Budget	Future Plan			
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total	
CVAG	152	641,868	491,129	154,162	1,245	1,860,835			3,149,239	
Seeking Funding	152							47,000,000	47,000,000	
									-	
									-	
									-	
Total		641,868	491,129	154,162	1,245	1,860,835	-	47,000,000	50,149,239	



#### **Capital Improvement Program Project Details**

Project Title: Street Pavement Rehabilitation Phase 19

**Project Description:** This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

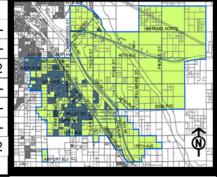
Project Number: ST-118

Managing Department
Engineering

		Impact on Future		
	Project Status	Operating Costs	Project Statistics:	
	New	Increase	Origination Year	FY 22/23
1	Pending <	Decrease	Safety & Health	✓
	In Design	Minimal 🗸	Masterplan	✓
	Out to Bid		Council Goal	
	In Construction			

## Financial Requirements:

Initial Cost Estimate by Cate	gory Estimate
Planning Permits	-
Design/Bid	-
Construction/Contingency	1,013,472
Administration	_
Construction Management	-
Right-of-Way	-
Total	1,013,472



Project Summary

Total estimated costs\$ 1,013,472

Costs incurred \$ -

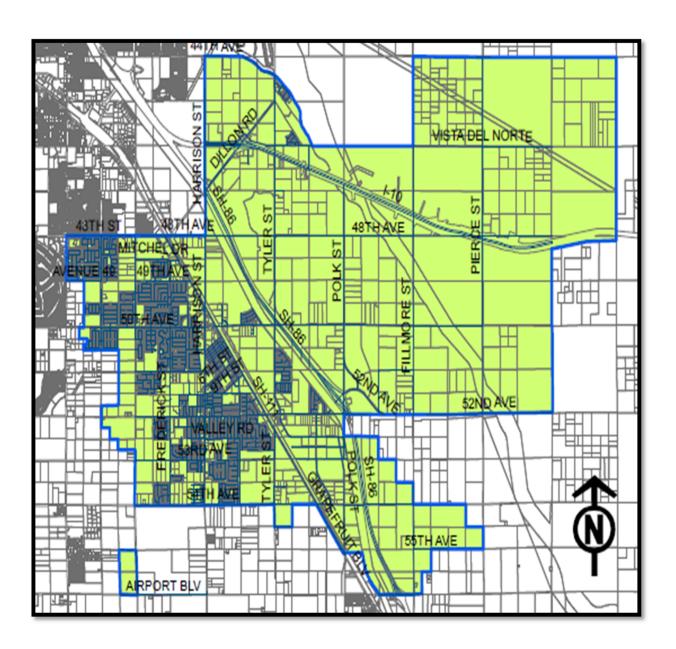
Cost to complete \$ 1,013,472

Restricted Funding
Yes

Yes No

Fund	ina	PI	an
	<u>9</u>		••••

		Ac	tual Expend	litures	Projected	Projected Budget	Future Plan		
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Measure A	117					1,013,472	_		1,013,472
					<u></u>	<u></u>			
			•	<u></u>	<b></b>				
Total		-	-	-	-	1,013,472	-	-	1,013,472



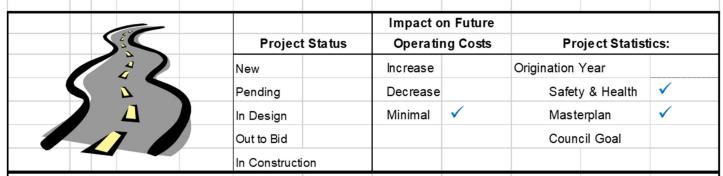
#### **Capital Improvement Program Project Details**

Project Title: Street Pavement Rehabilitation Phase 20

**Project Description:** This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

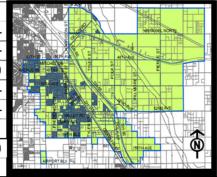
Project Number: ST-128

Managing Department Engineering



## Financial Requirements:

Initial Cost Estimate by Cate	gory Estimate
Planning/Permits	_
Design/Bid	-
Construction/Contingency	849,000
Administration	-
Construction Management	-
Right-of-Way	-
Total	849,000



Project Summary

Total estimated costs\$ 849,000

Costs incurred\$ 
Cost to complete\$ 849,000

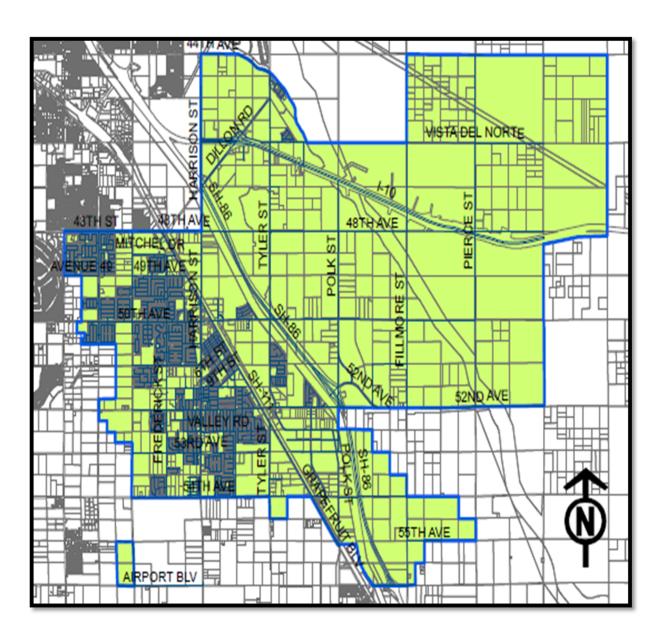
Restricted Funding

Yes

No

## **Funding Plan**

		Ac	tual Expend	litures	Projected	Budget	Future	e Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Measure A	117						849,000		849,000
				<u></u>	<u></u>	<u></u>	<u></u>		_
				<u></u>	<b></b>	<b></b>	<b></b>		_
Total		-	-	_	-	_	849,000	-	849,000



#### **Capital Improvement Program Project Details**

Project Title:

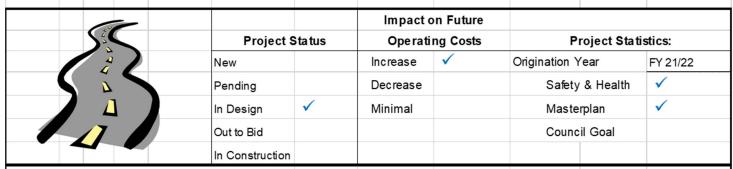
Avenue 48 Widening Project (Van Buren to Dillon)

**Project Description**: Widening of Avenue 48 from 2 lanes to 5 lanes (1 lane in each direction to 3 lanes on Coachella side 2 lanes on County side) from Dillon to Van Buren Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping. County is the Lead.

Project Number: ST-131

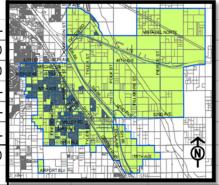
Managing Department

Engineering



## Financial Requirements:

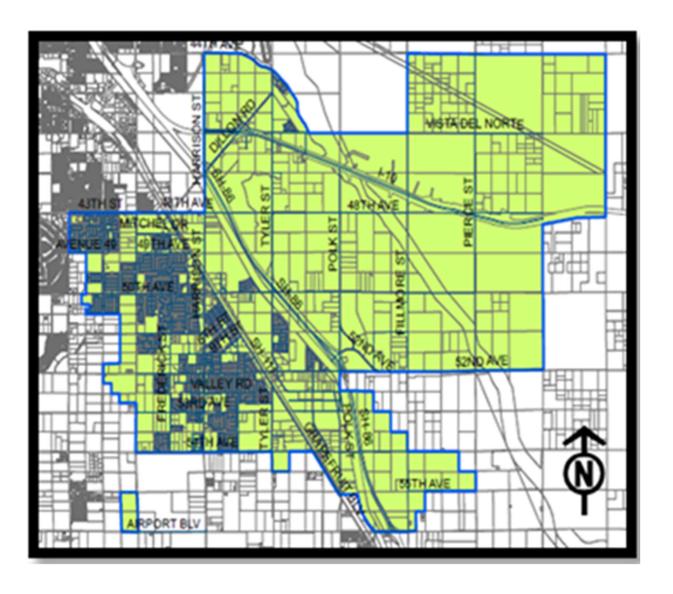
Initial Cost Estimate by Categ	ory <u>Estimate</u>
Planning/Permits	-
Design/Bid	156,250
Construction/Contingency	431,250
Administration	-
Construction Management	-
Right-of-Way	-
Total	587,500



P	Project Sumn						
Total estin	nated costs\$	587,500					
Cos	103,449						
Cost to	484,051						
Restricted Fu							
Yes	✓						
No							

		Funa	ing Pian
	Actual Expenditures		Projected

Funding Plan		Actual E	xpenditures		Projected	Budget	Future Plan		
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Street & Trans DIF	127		74,474			52,801	-		127,275
SB1	109			28,975		431,250			460,225
									-
									-
Total		-	74,474	28,975	-	484,051	-	-	587,500



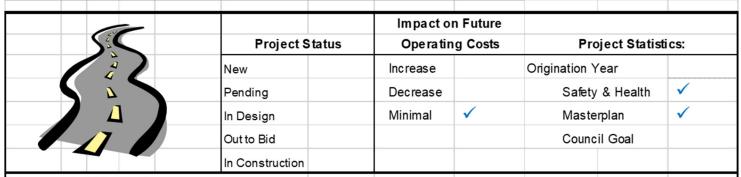
#### **Capital Improvement Program Project Details**

Project Title: Street Pavement Rehabilitation Phase 21

**Project Description:** This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

Project Number: ST-132

Managing Department Engineering



## Financial Requirements:

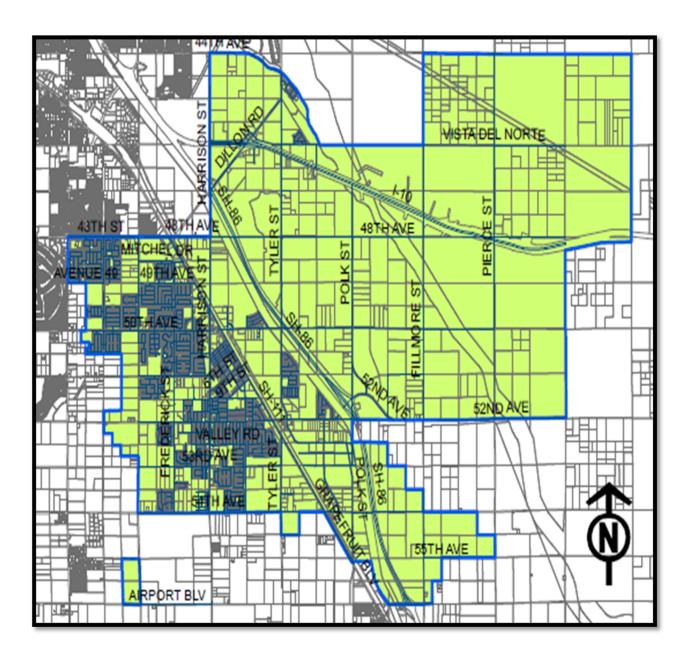
Initial Cost Estimate by Cat	<b>Estimate</b>	
Planning/Permits		-
Design/Bid		_
Construction/Contingency		866,000
Administration		-
Construction Management		_
Right-of-Way		_
Total		866,000



Project Summary							
Total estin	866,000						
Cos	-						
Cost to	866,000						
Restricted Fu	nding						
Yes	✓						
No							

Funding Plan
--------------

		Ac	tual Expenditu	res	Projected	Budget	Future	e Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Measure A	117							866,000	866,000
				***************************************		<u></u>			
									-
Total		-	-	-	_	-	-	866,000	866,000



### **Capital Improvement Program Project Details**

Project Title: 2023 Avenue 50 Bridge Application

Project Description: Avenue 50 Bridge Methacrylate application

Project Number:
ST-136

Managing Department

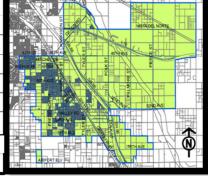
Engineering



		Impact on Future				
Project Status		Operating Costs		Project Statistics:		
New		Increase		Origination \	⁄ear	FY 22/23
Pending		Decrease		Safety	& Health	✓
In Design		Minimal	✓	Maste	erplan	✓
Out to Bid				Counc	il Goal	
In Construction						

## Financial Requirements:

Initial Cost Estimate by Cate	gory Estimate
Planning/Permits	-
Design/Bid	-
Construction/Contingency	105,000
Administration	-
Construction Management	-
Right-of-Way	-
Total	105,000



Project Summary							
Total estin	105,000						
Cos	_						
Cost to	105,000						
Restricted Fu	nding						
Yes	✓						
No							

## **Funding Plan**

		Ad	tual Expenditu	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
General Fund	101				•	105,000			105,000
		······				<b></b>			
									-
Total		-	_	-	-	105,000	-	-	105,000



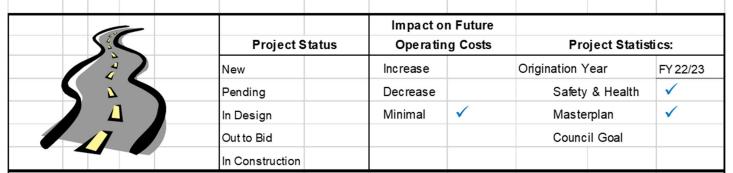
### **Capital Improvement Program Project Details**

Project Title: 2023 Dillon Road Bridge Application

Project Description: Dillon Road Bridge Methacrylate Application

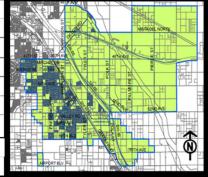
Project Number: ST-137

Managing Department Engineering



## Financial Requirements:

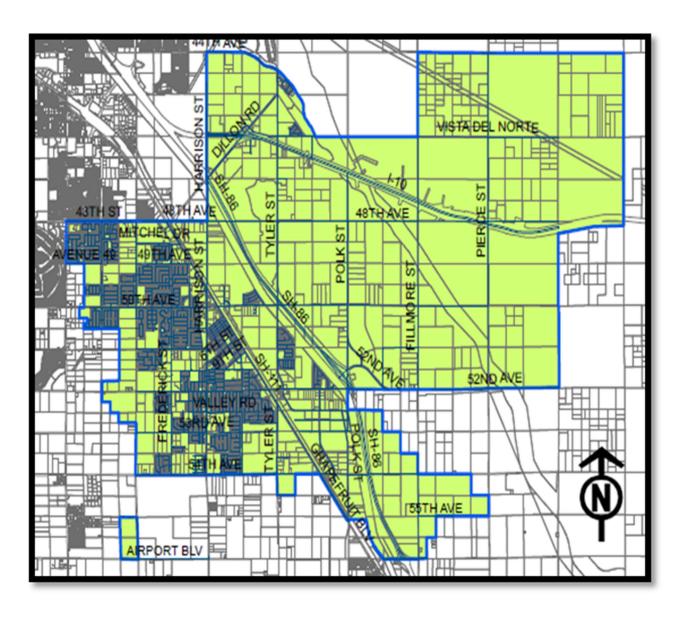
Initial Cost Estimate by Category	Estimate			
Planning/Permits	-			
Design/Bid	-			
Construction/Contingency	125,000			
Administration	_			
Construction Management	-			
Right-of-Way	-			
Total	125,000			



Project Summary							
Total estin	125,000						
Cos	-						
Cost to	125,000						
Restricted Fu	nding						
Yes	✓						
No							

## Funding Plan res Projected Budget

		Ad	tual Expenditu	es	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
General Fund	101					125,000			125,000
									-
Total		-	-	-	-	125,000	-	-	125,000



### **Capital Improvement Program Project Details**

Project Title: Connecting Coachella

Project Description: ATP HWY 111 and Avenue 54 Bike Lanes

Project Number:

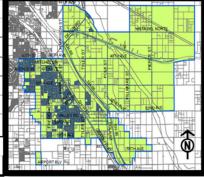
ST-138

Managing Department Engineering

55	Project S	Status	Impact on Future Operating Costs		Project Statistics:		
	New		Increase		Origination \	/ear	FY 22/23
4	Pending		Decrease		Safety	& Health	✓
	In Design	✓	Minimal	✓	Masterplan		✓
	Out to Bid				Council Goal		
	In Construction						

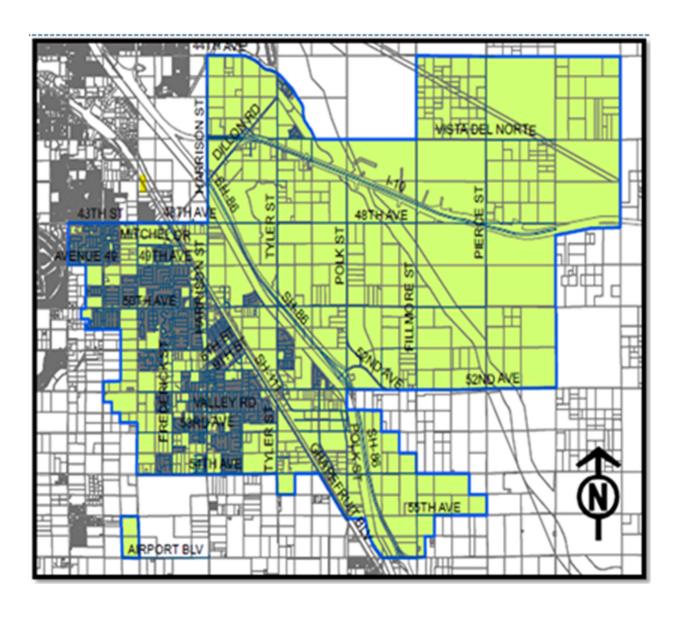
## Financial Requirements:

Initial Cost Estimate by Category	Estimate
Planning/Permits	240,225
Design/Bid	1,800,000
Construction/Contingency	12,000,000
Administration	-
Construction Management	-
Right-of-Way	_
Total	14,040,225



Project Summary								
Total est	14,040,225							
Cd	40,225							
Cost	14,000,000							
		***************************************						
Restricted Fu	nding							
Yes	✓							
No	No							

	Funding Plan									
		Ac	ctual Expenditures		Projected	Budget	Future Plan			
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total	
Grants	152				40,225	200,000			240,225	
Capital Projects Fur	182						1,800,000	12,000,000	13,800,000	
Total		***************************************	***************************************		40,225	200,000	1,800,000	12,000,000	14,040,225	
Iotai		-	-	-	40,225	200,000	1,800,000	12,000,000	14,040,225	



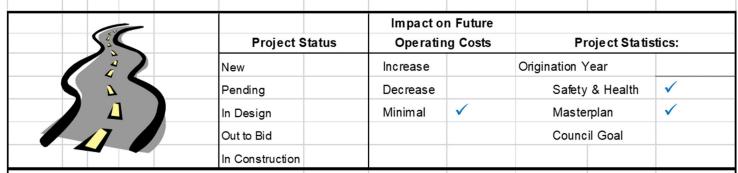
#### **Capital Improvement Program Project Details**

Project Title: Pavement Resurfacing Project

Project Description: Pavement Rehabilitation of several streets inlouding Fillmore, Dillon Road and Avenue 50 at Tyler Avenue.

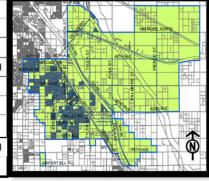
Project Number: ST-139

Managing Department Engineering



## Financial Requirements:

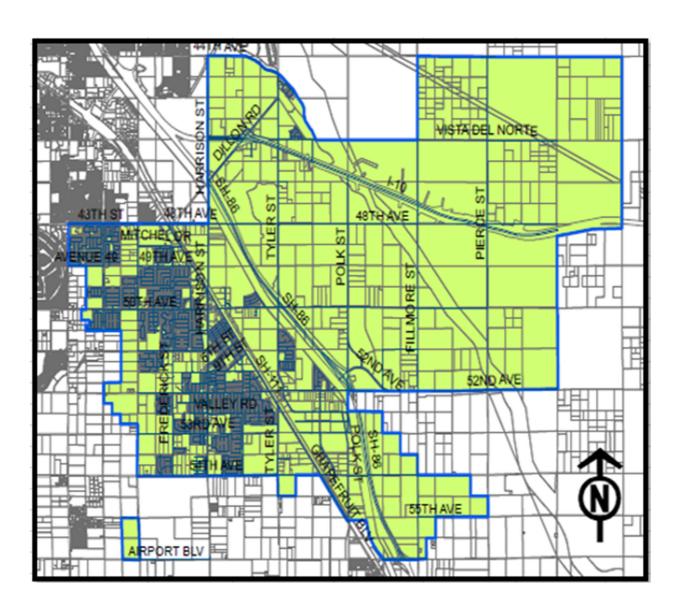
•	
Initial Cost Estimate by Category	<u>Estimate</u>
Planning/Permits	-
Design/Bid	-
Construction/Contingency	2,000,000
Administration	-
Construction Management	-
Right-of-Way	-
Total	2,000,000



<u> Project Summary</u>								
Total estin	2,000,000							
Cos	-							
Cost to	2,000,000							
Restricted Fu								
Yes	✓							
No								

### **Funding Plan**

Funding Source(s)		Actual Expenditures		Projected	Budget	Future Plan			
	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
Capital Projects	182							2,000,000	2,000,000
								<b></b>	
Total	<u></u>		_		_	_		2,000,000	2,000,000
, ,									
İ									



#### Capital Improvement Program Project Details

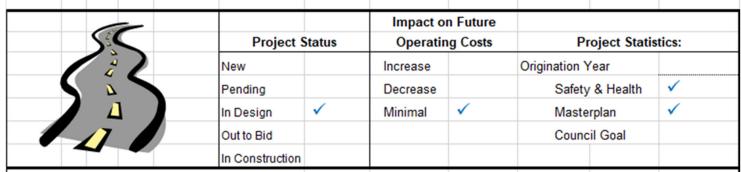
**Project Title:** 

### Coachella Valley Arts and Music Line

Project Description: Community connector bicyle lanes to the CV Link located primarily on Avenue 48. CVAG is lead agency.

Project Number: ST-140

Managing Department Engineering



## Financial Requirements:

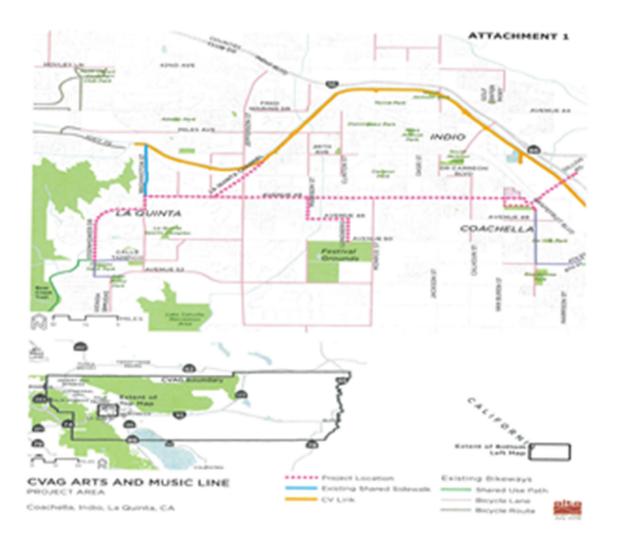
Initial Cost Estimate by Category	<b>Estimate</b>		
Planning/Permits	-		
Design/Bid	75,838		
Construction/Contingency			
Administration	-		
Construction Management	-		
Right-of-Way	_		
Total	75,838		



Pr	oject Sumn	nary
Total estin	75,838	
Cos	94,741	
Cost to	(18,903)	
Restricted Fu	nding	
Yes	✓	
No		

**Funding Plan** 

		Ac	tual Expenditu	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/21	2021/22	2022/23	2023/24	2024/25	Beyond	Total
General Fund	101			•	31,580	44,258			75,838
					<b>4</b>				_
Total		-	-	-	31,580	44,258	-	-	75,838
				ST	-140				







# **WATER AUTHORITY**

## Capital Improvement Program Project Details

Project Title: Mesquite Water Mutual Association

Project Descriptionsociation: Mesquite Water Mutual Association

W-32

Project Number:

Managing Department Utility

		Impacto	on Future		
Project S	Project Status		ng Costs	Project Statistics:	
New		Increase		Origination Year	FY 16/17
Pending		Decrease	•	Safety & Health	
In Design	✓	Minimal	✓	Masterplan	✓
Out to Bid				Council Goal	
In Construction					

## Financial Requirements:

Initial Cost Estimate by Cate	gory Estimate
Planning/Permits	
Design/Bid	230,919
Construction/Contingency	1,575,000
Administration	
Construction Management	-
Other - Specify	-
Total	1,805,919



Project Summary

Total estimated costs\$ 1,805,919

Costs incurred \$ 230,919

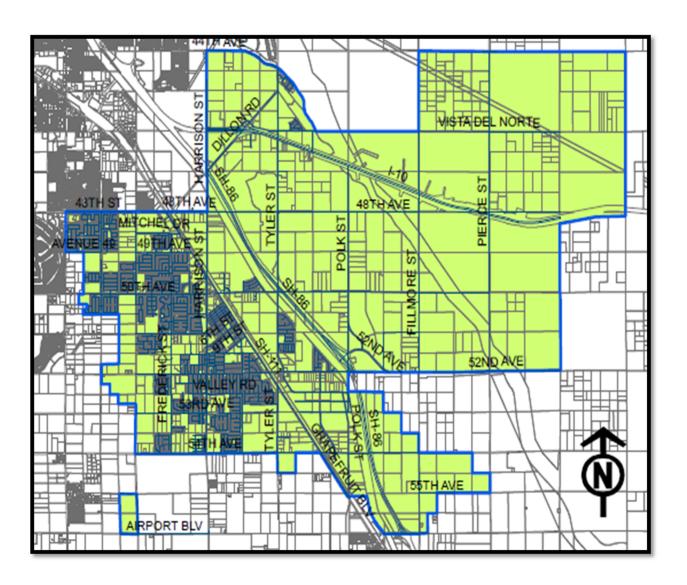
Cost to complete \$ 1,575,000

Restricted Funding

Yes

No ✓

Funding Plan									
		Ac	tual Expenditur	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	Beyond	Total
Prop 1 (DACY)		211,836	10,196	8,887					230,919
DWSRF						1,575,000			1,575,000
									-
									-
Total		211,836	10,196	8,887	-	1,575,000	_	_	1,805,919



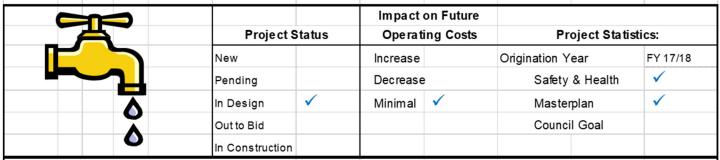
## Capital Improvement Program Project Details

Project Title: Shady Lane and Amezcua Water System Consolidation

Project Description: Consolidation of the water system for Shady Land and Amezcua.

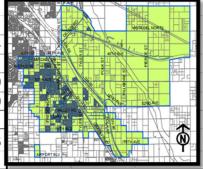
Project Number: W-35

Managing Department
Utility



## Financial Requirements:

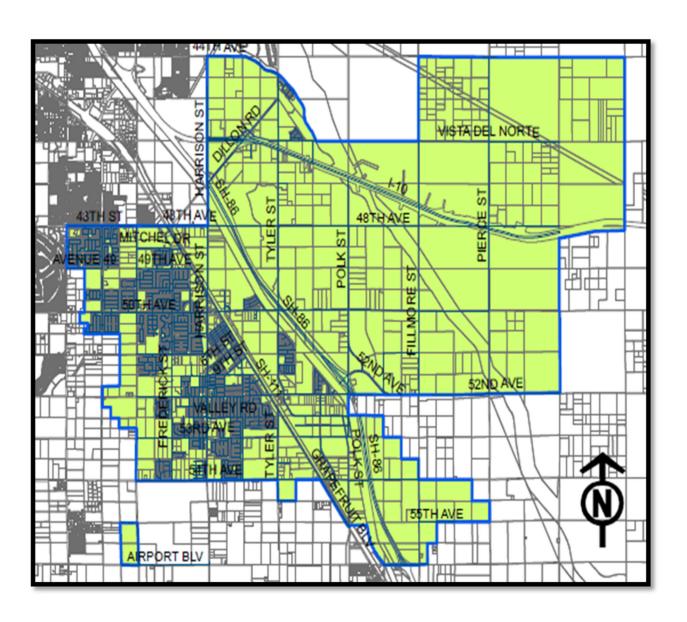
Initial Cost Estimate by Categ	ory Estimate
Planning/Permits	-
Design/Bid	152,494
Construction/Contingency	1,910,481
Administration	145,720
Construction Management	7,000
Other - Specify	-
Total	2,215,695



	Project Summary						
	Total esti	2,215,695					
	Со	152,494					
	Cost	2,063,201					
	Restricted Fur						
	Yes						
	No	✓					
ĺ							

## **Funding Plan**

		Ad	tual Expenditui	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	Beyond	Total
DWSRF						2,068,201			2,068,201
Prop 84		42,494	110,000						152,494
									-
Total		42,494	110,000	_	_	2,068,201	_	_	2,220,695



## **Capital Improvement Program Project Details**

Project Title: 3.6Mg Reservoir Interior Relining

Project Description: Per Water Master Plan 2017. Complete Reservoir Interior Relining.

Project Number: W-38

Managing Department Engineering

			Impact o	n Future		
	Project S	Project Status		g Costs	Project Statistics:	
	New	✓	Increase	✓	Origination Year	FY 21/22
	Pending		Decrease		Safety & Health	
<u> </u>	In Design		Minimal		Masterplan	✓
	Out to Bid				Council Goal	
	In Construction					

## Financial Requirements:

Initial Cost Estimate by Category	<b>Estimate</b>
Planning/Permits	10,000
Design/Bid	-
Construction/Contingency	428,000
Administration	2,000
Construction Management	10,000
Other - Specify	-
Total	450,000
Funding Plan	



Project Summary						
Total estin	nated costs\$	450,000				
Cos	-					
Cost to	450,000					
Restricted Fu	nding					
Yes						
No	✓					

			Fu	ınding <i>l</i>	Allocation	1			
		Ad	tual Expenditu	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2022/23		2021/22	2023/24	24/25	Beyond	Total
Water Operations	178					-	450,000	-	450,000
									-
									-
									-
Total		_	-	-	_	-	450,000	-	450,000



#### **Capital Improvement Program Project Details**

Project Title: Whitewater Wash Bridge Pipeline @ Ave 50

**Project Description**: City Project ST-69 will replace the existing dry weather crossing with a bridge, that will provide year-round access to property owners on either side of the creek, enabling access to SR-86S. As part of the project the 16" water line will be re-aligned. Coordinating with Engineering with project ST-69.

Project Number:
W-39

Managing Department

Utility

		Impacto	n Future			
Project S	Project Status		Operating Costs		Project Statistics	
New		Increase	✓	Origination \	/ear	
Pending	✓	Decrease	•	Safety	& Health	
In Design		Minimal	✓	Maste	erplan	✓
Out to Bid				Counc	il Goal	
In Construction						

## Financial Requirements:

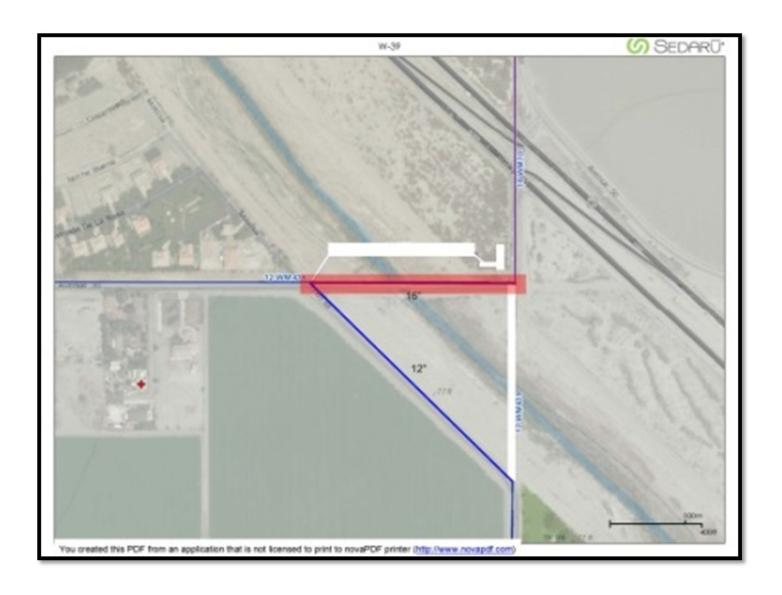
Initial Cost Estimate by Cate	gory <u>Estimate</u>
Planning/Permits	-
Design/Bid	35,000
Construction/Contingency	665,000
Administration	-
Construction Management	-
Other - Specify	-
Total	700,000



Project Summary							
Total estin	nated costs\$	700,000					
Cos	-						
Cost to	700,000						
Restricted Fu	nding						
Yes							
No	✓						

**Funding Plan** 

				<u>i ununi</u>	gilan				
		Ac	tual Expenditu	res	Projected	Budget	Futur	e Plan	
Funding Source(s)	Fund	Prior	2019/20	2020/21	2021/22	2022/23	2023/24	Beyond	Total
Water Operations	178							700,000	700,000
									-
				<u></u>					_
Total	100000000000000000000000000000000000000	-	-	-	-	-	-	700,000	\$ 700,000
				W-3	39				



## **CITY OF COACHELLA** Item 19. **Capital Improvement Program Project Details** Valve Replacement Project Title: Project Description: Valve Replacement. Project Number: W-41 Managing Department Utility

			Impact of	on Future			
	Project Status		Operating Costs		Project Statistics:		
	New	✓	Increase		Origination Y	′ear	FY 22/23
	Pending		Decrease		Safety & Health		
<b>T</b>	In Design		Minimal	✓	Masterplan		✓
	Out to Bid				Council Goal		
	In Construction						

## Financial Requirements:

Initial Cost Estimate by Cate	gory Estimate
Planning/Permits	-
Design/Bid	20,000
Construction/Contingency	300,000
Administration	
Construction Management	
Other - Specify	-
Total	320,000



Project Summary							
Total estin	320,000						
Cos	_						
Cost to	320,000						
stricted Fundi							
Yes							
No	✓						

## **Funding Plan**

		Ac	tual Expenditu	res	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2021/22		2023/24	2023/2024	2024/2025	Beyond	Total
Water Operations	178					200,000			200,000
									-
Total			-		_	200,000	_	_	\$ 200,000



# CITY OF COACHELLA

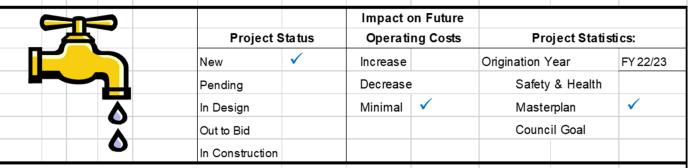
# **Capital Improvement Program Project Details**

Project Title: Aging Pipeline Replacement

**Project Description**: Per the Water Master Plan of 2017 it is recommended that CWA set aside a budget in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

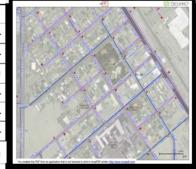
Project Number: W-45

Managing Department
Utility



Financial Requirements:

Initial Cost Estimate by Cate	gory Estimate
Planning/Permits	-
Design/Bid	-
Construction/Contingency	500,000
Administration	-
Construction Management	-
Other - Specify	-
Total	500,000



Project Summary								
Total estin	nated costs\$	500,000						
Cos	_							
Cost to	500,000							
Restricted Fu	nding							
Yes	Yes							
No	✓							

**Funding Plan** Actual Expenditures Projected Budget Future Plan Funding Source(s) Fund Prior 2020/2021 2021/2022 2022/2023 2023/2024 2024/2025 Beyond Total Water Operations 178 500,000 500,000 500,000 Total 500,000

W-45



# CITY OF COACHELLA

				CITT	OF CO	ACHL	LLA			
			Ca	pital Improv	ement Pro	ogram Pr	oject Deta	ails		
Project T	itle:					Well 20				
				ter Plan 2017,				Pr	oject Numbe	r:
	idditional 1 easing del		acity and i	ire flow in the 1	50 Zone. Ne	w producin	on well to		W-46	
	_							Mana		<b>-</b>
								Maha	aging Departr	nent
									Utility	
		5				-	on Future			
				Project S		Operati	ng Costs	Pro	ject Statisti	cs:
				New	✓	Increase	✓	Origination Y	ear	FY 22/23
		74		Pending		Decrease	•	Safety	& Health	
		$\overline{\mathbf{A}}$		In Design		Minimal		Maste	rplan	✓
		A		Out to Bid				Counc	il Goal	
		0		In Construction						
Financ	cial Re	quire	ments	:						
	st <b>E</b> stimate			<u>Estimate</u>		COLUMN TO SERVICE STREET		Pro	ject Summa	ary
Planning/F	Permits			-	-			Total estin	3,000,000	
Design/Bio	d			300,000				Costs incurred \$		_
Constructi	ion/Conting	jency		2,700,000	, + f			Cost to complete \$		3,000,000
Administra							Name of Street, or other Persons and the Perso			
Construction	ion Manage	ement		-			0	Restricted Fu	nding	
Other - Spe	ecify			-			-	Yes	✓	
Total				3,000,000	12	1		No	✓	
					Funding					
				ctual Expenditu		Projected	Budget	Future		
Funding S		Fund	Prior	2020/2021	2021/2022	2022/23	2023/2024	2024/2025	Beyond	Total
Water Ope		178			veren		150,000	750,000		750,000
Water Cor ARPA	nnections	177 152					150,000	1,400,000 1,000,000		1,550,000
ANFA	***************************************	134	***************************************	<b></b>				1,000,000		-
Tot	·ta l		-	_	<u> </u>		150,000	3,150,000		3,300,000
				3						
					W-4	c				
i					VV-4	0				

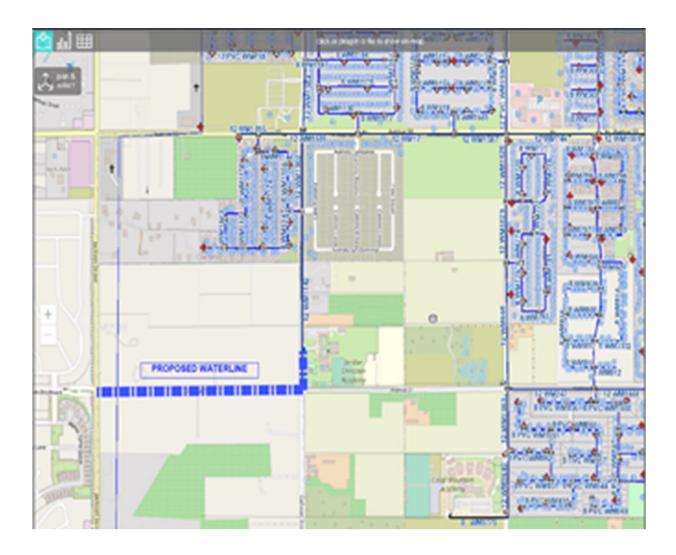


			С	ITY OF	F COA	CHELLA	\			
			Capital	Improvem	ent Prog	ram Project	Details			
Project Title:				Ave	52 Exter	nsion to Jack	(son			
Project Descript Jackson Street	ion: Exten	sion of the	e water mai	n on Ave 52	near Primiti	ivo Dr to		Project Number:		
								W-49		
							Managir	ng Department /	Person	
								Utility		
					Impac	t on Future				
			Projec	t Status	Ope ra	ting Costs	Р	roject Statistic	s:	
			New	✓	Increase		Origination Year	-	FY 23/24	
			Pending		Decrease		Safety &	Health		
			In Design		Minimal	✓	Masterpla	ın	✓	
			Out to Bid				Council G	ioal	✓	
			In Construct	ion						
Financial R	eguire	ments	:							
Initial Cost Estima			Estimate	<del>-0</del>	1 ===		P	roject Summar	у	
Professional Servi						Total e	900,000			
Design			100,000		Costs incur		Costs incurred \$	-		
Construction/Conti	ngency		800,000	↑ par	↑ pan &		Cost to complete \$		900,000	
Administration/Leg	istration/Legal				sele	ct				
Construction Mana	igem ent			To the same of the		0	Restricted Funding			
Other - Specify En	vironmental						Yes	✓		
Total			900,000			A	No			
				_ / 13	H					
		Ι Λο	tual Expend		ing Allo Projected	Budget	Future	Dlan		
Funding Source(s)	Fund	Prior	2020/2021		2022/23	2023/2024	2024/2025	Beyond	Total	
Water Connection	177					100,000	800,000	•	900,000	
				•	•				_	
									_	
Total		_	-	-	-	100,000	800,000	-	900,000	
					W-49	1			1	



#### Item 19. CITY OF COACHELLA **Capital Improvement Program Project Details** Ave 51 Extension to Jackson Project Title: Project Number: Project Description: Extension of the water main on Ave 51 near the intersection with W-50 Calhoun to Jackson Street Managing Department / Person Utility Impact on Future Operating Costs Project Status **Project Statistics:** New Increase Origination Year FY 23/24 Decrease Safety & Health Pending In Design Minimal Masterplan Council Goal Out to Bid In Construction Financial Requirements: Initial Cost Estimate by Category Project Summary **E**stimate Total estimated costs\$ 1,800,000 Professional Service Design 100,000 Costs incurred \$ Construction/Contingency 1,700,000 Cost to complete \$ 1,800,000 Administration/Legal Construction Management Restricted Funding Yes Other - Specify Environmental 1,800,000 No Total **Funding Allocation** Actual Expenditures Projected Budget Future Plan 2022/23 Funding Source(s) Fund Prior 2020/2021 2021/2022 2023/2024 2024/2025 Beyond Total 1.800,000 Water Connection 177 100,000 1,700,000 1,800,000 Total 100,000 1,700,000 **Budget and Resolution** Adopted Budget Date Budget/Resolution Number Amendment Amended Budget \$

W-50



# **CITY OF COACHELLA**

# **Capital Improvement Program Project Details**

Project Title: Grapefruit Extension to Palm St

Project Description: Extension of the water main on Grapefruit Blvd from Avenue 54 to Palm Street

Project Number: W-51

Managing Department / Person Utility

Projec	t Status		n Future ng Costs	Project Stati	stics:
New	✓	Increase		Origination Year	FY 23/24
Pending		Decrease		Safety & Health	
In Design		Minimal	✓	Masterplan	✓
Out to Bid				Council Goal	✓
In Construct	ion				

# Financial Requirements:

Initial Cost Est	<b>Estimate</b>					
Professional S	Professional Service					
Design	150,605					
Construction/C	1,425,600					
Administration/						
Construction M	anagement					
Other - Specify	Environmental					
Total		1,576,205				



-	<u>Pr</u>	oject Summ	ary
127	Total estim	nated costs\$	1,576,205
***	Cos	-	
	Cost to	1,576,205	
H			
H	Restricted Fu	ınding	
	Yes	✓	
	No		
-			

# **Funding Allocation**

		Ad	ctual Expendi	tures	Projected	Budget	Future	Plan	
Funding Source(s)	Fund	Prior	2020/2021	2021/2022	2022/23	2023/2024	2024/2025	Beyond	Total
Water Connection	177					150,000	1,425,600		1,575,600
Total			-	-	-	150,000	1,425,600	-	1,575,600

# **Budget and Resolution**

Date	Budget/Resolution Number	Adopted Budget	Amendment	Amended Budget					
2/22/23	Appropriation approved	150,605		\$ 150,605					
***************************************									

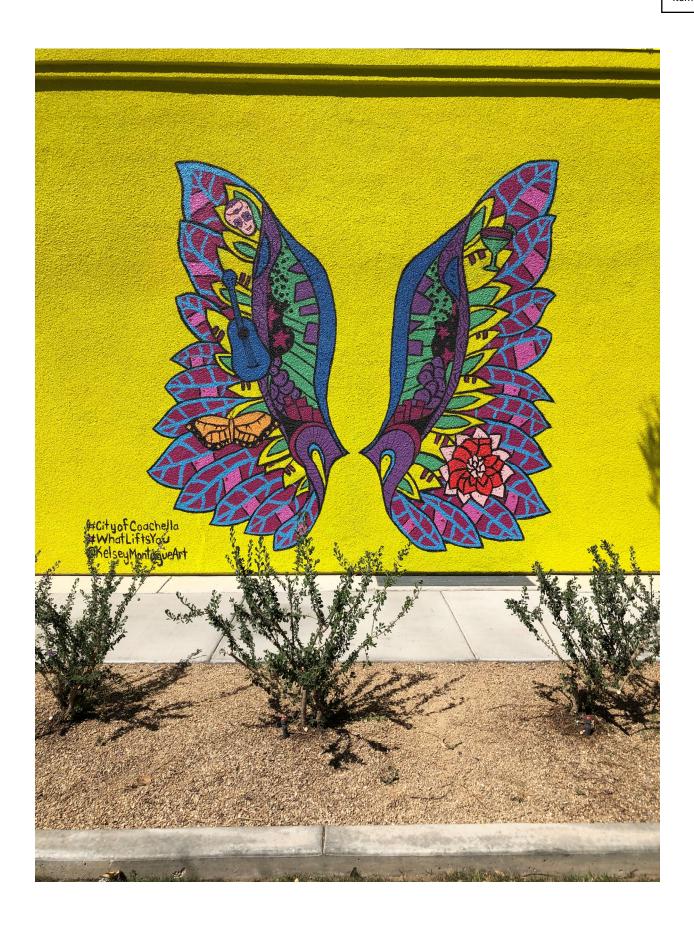


# CITY OF COACHELLA

			Ca	pital Improv	ement Pr	ogram Pr	oiect Deta	ails			
Dunia at T	:4										
Project T	iue:				itewater C	rossing	Palm/Airp				
				roposed water future project (				P	roject Numb W-52	er:	
				mwater Channe							
								Managing	g Departmer	nt / Person	
									Utility		
		<b>—</b>				Impact o	n Future				
	74			Project	Status	Operati	ng Costs	Pr	oje ct Statis	tics:	
				New	✓	Increase		Origination Y	'ear	FY 23/24	
_				Pending		Decrease		Safety	& Health		
		7		In Design		Minimal	✓	Maste	rplan	✓	
		Ŏ		Out to Bid				Counc	il Goal	✓	
		<b>O</b>		In Construction							
Financ	cial Re	quiren	nents:								
		by Catego	<u>ry</u>	<u>Estimate</u>	· Lereblik	******	***		oject Sumn		
Profession	al Service	•						B 88		<u> </u>	
Design	(O !			262,423			Costs incurred \$				
Construction Administra		-		2,000,000	Ammuni:	######################################		Cost to complete \$		2,262,423	
Construction					************			Restricted Fu	ndina		
		Environmental			***********				Yes ✓		
	SCITY LITTI	Cilileitai		2,262,423	**************************************	60:00:00					
Total				2,202,423				No			
				Fu	nding A	llocatio	า				
			l A	Actual Expendit		Projected	Budget	Future	Plan		
Funding S	ource(s)	Fund	Prior	2020/2021	2021/2022	2022/23	2023/2024		Beyond	Total	
Water Cor	nections	177					262,423	2,000,000	······	2,262,423	
				<b>-</b>				<u> </u>			
Total				_		_	262,423	2,000,000	_	2,262,423	
Town							202,420	2,000,000		2,202,420	
				Budg	et and F	Resoluti	on				
Date		Budget/Res				Budget		ndment		ed Budget	
2/22/23	Appropri	ation appro	ved			262,423			\$	262,423	
							•				
			•••••		······						
	***************************************				\$······		·		••••••		

W-52







# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Establishment of an Equity and Social Justice Ad Hoc Subcommittee.

# **STAFF RECOMMENDATION:**

Establishment of an Equity and Social Justice Ad Hoc Subcommittee.

# **EXECUTIVE SUMMARY:**

On July 22, 2020, the City Council adopted Resolution 2020-45. This resolution affirmed the City's intention to the establishment of a Special Committee on Equity and Social Justice. During the Public Safety Study Session held on December 13, 2021, the City Council asked staff to evaluate and bring back the formation of an Equity and Social Justice Ad Hoc Subcommittee to evaluate various policies, programs, practices, plans and projects; with special attention to Public Safety Services. As the City has never established an Equity and Social Justice Subcommittee staff has contracted Equitable Cities LLC, a consulting firm that has guided many public agencies in these undertakings such as Southern California Association of Governments (SCAG).

The feedback compiled from the Equity and Social Justice Subcommittee will help guide the City Council in the development of a City of Coachella Racial Equity Framework and Action Plan, which will be a valuable tool as the City Council considers alternatives to public safety service structures. After discussion with Equitable Cities to ensure we reach various branches of the community the following subcommittee membership is being recommended for the formation of a twelve (12) member Equity and Social Justice Ad Hoc Subcommittee:

- Two (2) Youth
- Two (2) Faith Based Organization Representatives
- One (1) Public Safety Representative
- One (1) Senior Center Representative
- Two (2) Non-Profit Members
- Two (2) Local Businesses
- One (1) LGBTQIA Services Representative
- One (1) Health Care Provider

#### **FISCAL IMPACT:**

None.



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: Lizzandro Diaz, Building Official

**SUBJECT:** Introduce Ordinance No. 1201, first reading, revising Municipal Code Title 15

for the purpose of adopting the 2022 California State Building Codes

# **STAFF RECOMMENDATION:**

Staff recommends that the City Council introduce Ordinance No. 1201 for first reading, by title only, to amend Chapter 15 of the Coachella Municipal Code.

# **BACKGROUND:**

It is customary to conduct regular updates to the building code every three years. These updates are carried out to bring the state building code in line with current standards and reflect any changes made to the Coachella Municipal Code.

We are pleased to report that the latest building code was successfully adopted in January 2023. As a result, we are now bringing forward an update to ensure that the language used in the municipal code aligns with the state building code. This will enable us to maintain consistency and accuracy in our regulations and ensure that all relevant rules and requirements are accurately reflected in our building code.

#### **DISCUSSION/ANALYSIS:**

The proposed adoption of revisions to the California Building Code to align with the City of Coachella Municipal Code is a positive development that will go a long way in improving the safety of structures within the City. By aligning the building code with the specific needs of Coachella, the construction process will be safer and more efficient.

One of the key advantages of this adoption is that it will help address the challenges posed by the City's unique environment. With specific guidelines for construction materials and practices, the building code will better serve the needs of Coachella, which experiences extreme weather and seismic activity. This will lead to more resilient structures that can withstand the environmental challenges the City faces.

Aligning the building code with the municipal code will also streamline the building permit process. By ensuring that the building code matches the specific needs of the City, obtaining building permits will be faster and smoother. This means that construction projects can be completed on time and within budget, resulting in less disruption to the community.

Overall, the adoption of revisions to the California Building Code to align with the City of Coachella Municipal Code is a positive step for the City. It will enhance the safety and resilience of structures and streamline the building permit process. The result will be a more vibrant and thriving Coachella that can better meet the needs of its community.

# **ENVIRONMENTAL REVIEW:**

It is recommended Council make the following determination that this action is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under the general rule contained in Section 15061(b)(3). This action involves updates and revisions to existing regulations consistent with State law and will not result in any direct or indirect physical changes to the environment.

#### **FISCAL IMPACTS:**

Adoption of the proposed Code Amendment would not have a fiscal impact to the City's General Fund. The cost to administer the Codes is recovered through permit fees.

## **ALTERNATIVES:**

- 1. Introduce Ordinance No. 1201 for first reading, by title only, to adopt the new California State Building Code.
- 2. Continue this matter and provide staff direction.
- 3. Take no action.

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

Staff recommends Alternative #1 as shown above.

#### Attachments:

1. Ordinance No. 1201 (first reading)
Amendments to Coachella Municipal Code Title 15 adopting California
Building Codes Title 24 Parts 1,2,2.5,3,4,5,6,8,10,11,12

#### **ORDINANCE NO. 1201**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY COACHELLA, CALIFORNIA, **ADOPTING** REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), INCLUDING THE 2022 CALIFORNIA BUILDING CODE; THE 2022 CALIFORNIA **ELECTRICAL** CODE: THE 2022 **CALIFORNIA MECHANICAL** CODE; THE 2022 **CALIFORNIA** PLUMBING CODE; THE 2022 CALIFORNIA FIRE CODE; MAKING CERTAIN LOCAL AMENDMENTS THERETO: ADOPTING THE 2022 CALIFORNIA EXISTING BUILDING CODE; **AMENDING CHAPTER** 15.54 OF THE COACHELLA **MUNICIPAL** CODE RELATED TO AND DIVERSION RECYCLING OF WASTE FROM CONSTRUCTION AND DEMOLITION: AND FINDING THE ACTION **EXEMPT** FROM THE **CALIFORNIA** ENVIRONMENTAL QUALITY ACT. (First Reading)

**WHEREAS**, the City Coachella, California ("City") is a general law city and municipal corporation, duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, in July 2022, the California Building Standards Commission adopted the 2022 Edition of the California Building Standards Code ("CBSC"), effective January 1, 2023 and codified in Title 24 of the California Code of Regulations ("CCR"); and

WHEREAS, the CBSC consists of building standards that regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical systems, plumbing, mechanical systems, and maintenance of all buildings in the state and includes the California Building Code (CCR, Title 24, Part 2); the California Residential Code (CCR, Title 24, Part 2.5); the California Electrical Code (CCR, Title 24, Part 3); the California Mechanical Code (CCR, Title 24, Part 4); the California Plumbing Code (CCR, Title 24, Part 5); the California Energy Code (CCR, Title 24, Part 6); the California Existing Building Code (CCR, Title 24, Part 10); and the California Green Building Standards Code (CCR, Title 24, Part 11); and

**WHEREAS**, pursuant to California Government Code Section 50022.2, the City may adopt the 2022 Edition of the CBSC by reference; and

**WHEREAS**, pursuant to sections 17958.7 and 18941.5 of the California Health & Safety Code, the City may adopt local amendments to the CBSC determined by the City Council to be reasonably necessary because of local climatic, geological, or topographical conditions; and

**WHEREAS**, the City desires to adopt the 2022 edition of the CBSC with local amendments to provide for the issuance of permits and the collection of fees, to provide adequate

remedies for code violations, to establish administrative procedures consistent with City protocols, and to ensure that the state standards are reasonably tailored to local conditions.

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

**SECTION 1**. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2**. Findings. Based on the foregoing, the City Council of the City of Coachella does hereby find that the proposed amendments to the 2022 Edition of the CBSC are reasonably necessary for reasons of local climatic, geologic, and topographic conditions as set forth in Exhibit "A" of this Ordinance.

#### **SECTION 3**. Code Amendment.

Chapter 15.08 of Title 15 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

"Chapter 15.08	<b>Building Code</b>
15.08.010	Adoption of specific sections of the California Building Code.
15.08.020	Enforcement.
15.08.025	Express Findings.
15.08.030	Amendments to the California Building Code.

## 15.08.010 Adoption of specific sections of the California Building Code.

Except as amended in this chapter, those certain building codes known and designated as the 2022 California Building Code (CBC), including Chapters 2 through 35, and Appendix C, G, H, I, J, N, and O as adopted by the State of California, based on the 2021 International Building Code as published by the International Code Council, except as amended herein, shall become the building code of the City of Coachella for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City. The 2022 California Building Code and its adopted appendices and amendments are on file for public examination in the offices of the Building Official.

#### **15.08.020** Enforcement.

Pursuant to California Building Code, (California) Chapter 1, Section 1.11.2.1, the delegated enforcement official responsible for the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R, Division 3 Dwellings shall be the Building Official.

#### 15.08.025 Express Findings.

The City of Coachella finds that the proposed amendments to the California Building Code are reasonable and necessary because of local climactic, geologic, and topographical conditions within the City of Coachella. This finding is supported and based upon the following express findings which address each of these conditions and present the local situation which make the proposed amendments necessary.

#### I. Climatic Conditions:

A. The City of Coachella located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of seventy (70) miles per hour or greater, are common to the area. Examples are: Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the county. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

B. Although Riverside County and the City of Coachella occasionally experiences periods of significant drought, the county can also experience periods of substantial rainfall. Annual rainfall varying from three inches in Blythe to over thirty-three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the county are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

- C. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly ten million over the next quarter of a century with fifty (50) percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.
- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as fifty (50) to seventy-five (75) percent.

# II. Topographical Conditions

- A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of twenty-five (25) percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the state of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.
- C. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions: Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas sixty-five (65) miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

- A. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.
- B. Road circulation features located throughout the county also make amendments reasonably necessary. Located through the county are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the five-minute goal.
- IV. Administrative Conditions. Alternatively, the City of Coachella finds that the proposed amendments to the California Building Code are administrative in nature.

California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2022 California Existing Building Code sections that have been modified and the associated local climatic, geological, topographical, and/or administrative conditions described above supporting the modification.

2022 BUILDING CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
1904.3	Type of cement	I, II, III
1907.1	Base course required	I, II, III
G101.6	Administration and enforcement	Administrative

J101.3	Administration and Enforcement	Administrative
J104.3	Exception	Administrative
J107.4	Using alkaline fill soil	I, II, III
J109.5	Drainage Devices	I, II, III

## 15.08.030 Amendments to the California Building Code.

A. Automatic Sprinkler Systems. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exceptions 2 in Section 903.2.11.3
- B. Section 1904 is hereby amended by adding thereto Section 1904.3 to read as follows:
  - 1904.3 Type of cement. All concrete used in floor slabs where floor slab is supported by earth or fill of any kind and all concrete used in footings, foundations, curbs, gutters, sidewalks, driveways and walls supporting or retaining earth or fill shall contain only sulfate resistant Type V. Portland cement. Portland cement concrete shall be composed of not less than four hundred seventy (470) pound (five sacks) of Portland cement per cubic yard of concrete, except that any concrete containing an approved water reducing admixture, used in accordance with the manufacturer's recommendations shall contain not less than four hundred eighteen (418) pound (4.5 sacks) of Portland cement per cubic yard of concrete.
- C. Section 1907.1 is hereby amended by adding thereto Sections 1907.1.2 and 1907.1.3 to read as follows:
  - **1907.1.2 Base course required.** A base course shall be provided beneath the concrete floor slab of any structure consisting of at least a four inch thickness of a limited capillarity material. Base course shall be either clean graded gravel or crushed rock. Material shall pass a two inch sieve and be retained in a one-fourth inch sieve. Capillary break in conformance with the California Green Building Standards Code Chapter 4, Division 4.5 is required.

- **1907.1.3 Expansion protection for slab.** A two-inch layer of dry washed sand shall be placed on top of the base course under of a ten (10) mil thick water-proof membrane. This waterproof membrane shall be placed on top of the base course under all slabs to provide for expansion protection for concrete.
- D. Section G101.6 is hereby added to Appendix G, FLOOD-RESISTANT CONSTRUCTION, to read as follows:
  - **G101.6 Administration and Enforcement.** For the purpose of the administration and enforcement of this Appendix G, Flood-Resistant Construction, the Building Official shall mean the City Director of Public Works or their designated representative.
- E. Appendix J, GRADING, is hereby amended as follows:
  - 1. Section J101.3 is hereby added to read as follows:
    - **J101.3 Administration and Enforcement.** For the purpose of the administration and enforcement of this Appendix Chapter, Grading, the Building Official shall mean the City Director of Public Works or their designated representative.
  - 2. The "Exception" in Section J104.3 is hereby amended to read as follows:
    - **Exception:** A soils report is not required where the building official determines that the nature of the work applied for is such that a report is not necessary.
  - 3. Section J107.4 is hereby amended by adding thereto Section J107.4.1 to read as follows:
    - J107.4.1 Using alkaline fill soil. Soils or materials which may have an alkali or sulfate content shall not be relocated, placed or used as fill at any location within the city unless a test sample of the soil is first obtained under the direction of the department of building and tests conducted by an approved testing agency indicates that the alkali or sulfate content of the soil sample does not exceed the amount in the natural soil at the location where the fill is to be placed. The director of building may waive the test sample requirements for good cause.
  - 4. Section J109.5 is hereby added to read as follows:

#### J109.5 Drainage Devices.

**J109.5.1 Minimum gradients.** Except on slopes, drainage devices shall be constructed with minimum gradients as follows: Poured in place cement concrete construction - 0.5%; Shotcrete concrete construction - 0.5%; Asphaltic concrete pavement - 1.0%; Soils swales - 0.5%; Pipes - 0.4%.

**J109.5.2 Slopes.** Drainage devices constructed on slopes shall have a minimum gradient of five percent (5.0%). Such drainage devices shall be constructed of shotcrete or poured in place concrete with suitable reinforcement. Closed piping, unpaved swales and Asphaltic concrete drainage structures shall not be used for slope drainage.

**J109.5.3 Erosion prevention.** Drainage devices shall be constructed to convey drainage to an established private or public watercourse, channel, storm drain or public street, and shall be designed to prevent erosion.

**J109.5.4 Device design.** Drainage devices conveying water to the public streets shall drain over driveway approaches, through curb drains, through sidewalk culverts, or through non-concentrated sheet flow over the curb as designated by the City Engineer."

# **SECTION 4**. Code Amendment.

Chapter 15.12 of Title 15 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

# "Chapter 15.12 Electrical Code

15.12.010 Adoption of the Electrical Code.

15.12.020 Amendments to the California Building Code.

# **15.12.010** Adoption of the Electrical Code.

Except as provided in this chapter, the 2022 California Electrical Code, including informative Annexes A, B, C, D, E, F, G, H, I, and J, as adopted by the state of California, based on the 2020 National Electrical Code as published by the National Fire Protection Association (NFPA), shall become the electrical code of the City of Coachella, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official.

#### 15.12.020 Amendments to the California Building Code.

The 2022 Edition of the California Electrical Code is hereby adopted with no amendments."

### **SECTION 5**. Code Amendment.

Chapter 15.16 of Title 15 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

# "Chapter 15.16 Mechanical Code

15.16.010 Adoption of the Mechanical Code.

15.16.020 Amendments to the California Mechanical Code.

# **15.16.010** Adoption of the Mechanical Code.

Except as provided in this chapter, the 2022 California Electrical Code, including Appendix Chapters A, B, C, D, E, F, G, H, I, and J, as adopted by the state of California, based on the 2020 National Electrical Code as published by the National Fire Protection Association (NFPA), shall become the electrical code of the City of Coachella, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the city. The California Electrical Code is on file for public examination in the office of the Building Official.

#### 15.16.020 Amendments to the California Mechanical Code.

The 2022 Edition of the California Mechanical Code is hereby adopted with no amendments."

#### **SECTION 6**. Code Amendment.

Chapter 15.20 of Title 15 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

"Chapter 15.20	Plumbing Code
15.20.010	Adoption of the Plumbing Code.
15.20.015	Express Findings.
15.20.020	Amendments to Chapter 1, Division II of the California Plumbing Code.

#### 15.20.010 Adoption of the Plumbing Code.

Except as provided in this chapter, the 2022 California Plumbing Code, including Appendix Chapters A, B, D, G, H, I, J, K, L, M, and N, as adopted by the state of California, based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the plumbing code of the City of Coachella, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. The California Plumbing Code will be on file for public examination in the office of the Building Official.

#### 15.20.015 Express Findings.

The City of Coachella finds that the proposed amendments to the California Plumbing Code are administrative in nature, and therefore do not require express topographic, geologic, or climatic findings pursuant to California Health and Safety Code Sections 17958.7 and 18941.5.

Therefore, the City Council finds that the following table sets forth the 2022 California Existing Building Code sections that have been modified and the associated local climatic, geological, topographical, and/or administrative conditions described above supporting the modification.

2022 PLUMBING CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
104.1	Permits Required	Administrative

# 15.20.020 Amendments to Chapter 1, Division II of the California Plumbing Code.

The 2022 Edition of the California Plumbing Code is hereby adopted with the following amendment to section 104.1.

# A. "104.1 Permits Required." is amended to read as follows:

It shall be unlawful for a person, firm, or corporation to make an installation, alteration, repair, replacement, or remodel a plumbing system regulated by this code except as permitted in Section 104.2, or to cause the same to be done without first obtaining a separate plumbing permit for each separate building or structure. The City of Coachella requires a plumbing permit to abandon an existing private disposal system, and connect to a public sewer system for the following projects:

- 1. Additions to existing buildings or structures that result in the need for enlarged capacity of septic tank pursuant to Table H 201.1(1), whenever there is an existing public sewer main line or lateral line within 30 feet of the property boundaries.
- 2. Remodels to existing buildings or structures that increase the number of plumbing fixtures to a structure served by an existing septic tank that is out of compliance with Table H 201.1(1), whenever there is an existing public sewer main line or lateral line within 30 feet of the property boundaries."

### **SECTION 7**. Code Amendment.

Chapter 15.24 of Title 15 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

"Chapter 15.24	Fire Code
15.24.010	Adoption of the Fire Code.
15.24.015	Fire Authority Adoption of the Fire Code.
15.24.020	Express Findings.
15.24.030	Amendments to the Fire Code.

# **15.24.010** Adoption of the Fire Code.

Except as stated in this section or as amended below in Section 5 [sic] of this chapter, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the city of Coachella. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted. The California Fire Code and its adopted appendices and amendments are on file for public examination in the office of the Building Official.

# 15.24.015 Fire Authority Adoption of the Fire Code.

Except as stated in this section or as amended below in Section 15.24.030 of this chapter, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Coachella Fire Authority. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted.

#### 15.24.020 Express Findings.

The City of Coachella finds the following:

The fire department hereby finds that the proposed amendments to the Fire Code are reasonable and necessary because of local climactic, geologic, and topographical conditions within the City of Coachella. This finding is supported and based upon the following express findings which address each of these conditions and present the local situation which make the proposed amendments necessary.

#### I. Climatic Conditions:

A. The City of Coachella located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of seventy (70) miles per hour or greater, are common to the area. Examples are: Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and

extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the county. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

- B. Although Riverside County and the City of Coachella occasionally experiences periods of significant drought, the county can also experience periods of substantial rainfall. Annual rainfall varying from three inches in Blythe to over thirty-three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the county are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.
- C. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly ten million over the next quarter of a century with fifty (50) percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.
- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as fifty (50) to seventy-five (75) percent.

# II. Topographical Conditions

- A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of twenty-five (25) percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the state of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.
- C. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.
- III. Geological Conditions: Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas sixty-five (65) miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

A. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

B. Road circulation features located throughout the county also make amendments reasonably necessary. Located through the county are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the five-minute goal.

California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2022 California Fire Code sections that have been modified and the associated local climatic, geological, and/or topographical conditions described above supporting the modification.

2022 FIRE CORE	TOTAL DISCOR	ED TO DIGG L H H
2022 FIRE CODE	TITLE/SUBJECT	FINDINGS I, II, III
SECTION	G 1. 11.4	A double by the second of the
101.4	Severability	Administrative
	Application of the residential code	I, II & III
104.7 and 104.7.1	Liability	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.13	Authority of the Fire Chief to close hazardous fire areas	Administrative
107.1	Fees	Administrative
107.7	Cost Recovery	Administrative
111.1	Board of Appeals established	Administrative
112.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.6.3	Sky Lanterns	I, II & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III
507.5.8	Fire hydrant street marker	I, II & III
508.1, 508.1.1,	Fire command center	I, II & III
508.1.3, 508.1.6,		
508.1.9		
509.2.1	Minimum clearances	I & III
608.11.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
3204.2.1	Minimum requirements for client leased or occupant	Administrative
4904.4	High Fire Hazard Severity Zone Maps	Administrative
App Ch B, Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1	Fire hydrant location	I, II & III

#### 15.24.030 Amendments to the Fire Code.

A. **DEFINITIONS.** Section 202, definition of "Fire Chief" in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

## B. SCOPE AND GENERAL REQUIREMENTS.

- 1. Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:
  - **101.4 Severability.** If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

#### C. APPLICABILITY.

- 1. Section 102.5 of the California Fire Code is amended as follows:
  - **102.5 Application of residential code.** Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:
    - Construction and design provisions of this code pertaining to the
      exterior of the structure shall apply including, but not limited to,
      premises identification, fire apparatus access and water supplies.
      Where interior or exterior systems or devices are installed,
      construction permits required by Section 105.7 of this code shall
      apply.
    - 2. Administrative, operational and maintenance provisions of this code shall apply.
    - 3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

#### D. DEPARTMENT OF FIRE PREVENTION

1. Sections 104.7 and 104.7.1 of the California Fire Code are deleted in their entirety and replaced with the following:

**104.7 Liability.** Any liability against Riverside County or the City of Coachella or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

#### E. GENERAL AUTHORITY AND RESPONSIBILITIES.

1. A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

# 104.1.1 Authority of the Fire Chief and Fire Department.

- 1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.
- 2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Coachella pertaining to the following:
  - 2.1. The prevention of fires.
  - 2.2. The suppression or extinguishment of dangerous or hazardous fires.
  - 2.3. The storage, use and handling of hazardous materials.
  - 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
  - 2.5. The maintenance and regulation of fire escapes.
  - 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
  - 2.7. The maintenance of means of egress.
  - 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.
- 3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:
  - 3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
  - 3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
  - 3.3. The Riverside County Sheriff and any deputy sheriff.

- 3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
- 3.5. Officers of the California Highway Patrol.
- 3.6. Code Officers of the City of Coachella Code Enforcement Department.
- 3.7. Peace Officers of the California Department of Parks and Recreation.
- 3.8. The law enforcement officer of the Federal Bureau of Land Management.
- 2. Section 104.13 is added to Section 104 of the California Fire Code to read as follows:

104.13 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

#### F. FEES.

1. Section 107.1 of the California Fire Code is deleted in its entirety and replaced with the following:

**107.1 Schedule of permit fees.** Fees for services and permits shall be as set forth in the City of Coachella fee schedule.

2. A new Section 107.7 is added to Section 107 of the California Fire Code to read as follows:

107.7 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs

pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

### G. BOARD OF APPEALS.

- 1. Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:
- **111.1 Board of appeals established.** The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

### H. VIOLATIONS.

- 1. Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:
- **112.4 Violation and penalties.** It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or Ordinance. Punishments and penalties for violations shall be in accordance with the City of Coachella ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5.

#### I. OPEN FLAMES.

- 1. Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:
- **308.1.6.3 Sky lanterns or similar devices.** A person shall not release or cause to be released a sky lantern or similar device.

#### J. FIRE APPARATUS ACCESS ROADS.

- 1. Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:
- **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

- 2. Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:
- **503.2.2 Authority.** The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.
- 3. A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:
- **503.6.1 Automatic opener.** New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

**Exception:** Gates serving individual one- and two-family dwelling parcels.

- 4. A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:
- **503.7 Loading areas and passenger drop-off areas.** On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

#### K. FIRE PROTECTION WATER SUPPLIES.

- 1. A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:
- **507.5.7 Fire hydrant size and outlets.** As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:
  - 1. Residential Standard one (1) four (4) inch outlet and one (1) two and half (2  $\frac{1}{2}$ ) inch outlet.
  - 2. Super Hydrant Standard one (1) four (4) inch outlet and two (2) two and one half ( $2\frac{1}{2}$ ) inch outlet.
  - 3. Super Hydrant Enhanced two (2) four (4) inch outlet and one (1) two and one half (2  $\frac{1}{2}$ ) inch outlet.
- 2. A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:
- **507.5.8 Fire hydrant street marker.** Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

#### L. FIRE COMMAND CENTER.

1. Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

- **508.1 General.** Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.
- 2. Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:
- **508.1.1 Location and access.** The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.
- 3. Section 508.1.3 of the California Fire Code is amended to add the following:

**Exception:** A fire command center solely required because a building is greater than 300,000 square feet in area shall be a minimum of 96 square feet (9 m<sup>2</sup>) with a minimum dimension of 8 feet (2438 mm).

4. Section 508.1.6 of the California Fire Code is amended to add the following:

**Exception:** A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

- 5. A new Section 508.1.9 is added to Section 508 of the California Fire Code to read as follows:
- **508.1.9 Fire command center identification.** The fire command center shall be identified by a permanent easily visible sign stating "Fire Dept. Command Center," located on the door to the fire command center.

# M. FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND LOCATION.

- 1. Section 509.2.1 of the California Fire Code is amended to add the following:
- **509.2.1 Minimum clearances.** A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

#### N. MECHANICAL REFRIGERATION.

1. Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

**608.11.1.2 Manual operation.** When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

#### O. AUTOMATIC SPRINKLER SYSTEMS.

1. Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

**903.2** Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 - 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

**Exception:** Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

- 1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
- Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
- 3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
- 4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception 2 in Section 903.2.11.3
- 2. A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

#### P. DESIGNATION OF HIGH-PILED STORAGE AREAS.

1. A new Section is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

## Q. FIRE HAZARD SEVERITY ZONES.

1. A new Section 4904.4 is added to Section 4904 of the California Fire Code to read as follows:

**4904.4** High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009, and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted by Riverside County designating high fire hazard areas.

## R. APPENDIX B.

1. Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2 REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY

DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER	MINIMUM FIRE-FLOW	FLOW DURATION
SYSTEM	(gallons per minute)	(hours)
(Design Standard)		
No automatic sprinkler	Value in Table B105.1(2)	Duration in Table B105.1(2)
system		
Section 903.3.1.1 of the	50% of the value in Table	Duration in Table B105.1(2)
California Fire Code	B105.1(2) <sup>a</sup>	at the reduced flow rate

Section 903.3.1.2 of the	50% of the value in Table	Duration in Table B105.1(2)
California Fire Code	B105.1(2) <sup>b</sup>	at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

## S. APPENDIX C.

1. Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections."

# **SECTION 7**. Code Amendment.

Chapter 15.32 of Title 15 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

"Chapter 15.32	<b>Existing Building Code</b>
15.32.010	Adoption of the Existing Building Code.
15.32.015	Express Findings.
15.32.020	Amendments to the Existing Building Code.

# 15.32.010 Adoption of the Existing Building Code.

Except as provided in this chapter, the 2022 California Existing Building Code, including Appendices A-1, based on the 2021 International Existing Building Code, as adopted by the state of California, as published by the International Code Council (ICC), shall become the Existing Building Code of the City of Coachella for the purpose of regulating the repair, alteration, change of occupancy, addition to and relocation of the Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings, in existing buildings in the City. The California Existing Building Code is on file for public examination in the office of the Building Official.

# 15.32.015 Express Findings.

The City of Coachella finds that the proposed amendments to the Existing Building Code are reasonable and necessary because of local climactic, geologic, and topographical conditions within the City of Coachella. This finding is supported and based upon the following express findings which address each of these conditions and present the local situation which make the proposed amendments necessary.

## V. Climatic Conditions:

E. The City of Coachella located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of seventy (70) miles per hour or greater, are common to the area. Examples are: Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the county. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

- F. Although Riverside County and the City of Coachella occasionally experiences periods of significant drought, the county can also experience periods of substantial rainfall. Annual rainfall varying from three inches in Blythe to over thirty-three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the county are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.
- G. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly ten million over the next quarter of a century with fifty (50) percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

H. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as fifty (50) to seventy-five (75) percent.

# VI. Topographical Conditions

- D. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of twenty-five (25) percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the state of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.
- E. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.
- F. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.
- VII. Geological Conditions: Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent

upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas sixty-five (65) miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

- C. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.
- D. Road circulation features located throughout the county also make amendments reasonably necessary. Located through the county are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the five-minute goal.
- VIII. Administrative Conditions. Alternatively, the City of Coachella finds that the proposed amendments to the Existing Building Code are administrative in nature.

California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2022 California Existing Building Code sections that have been modified and the associated local climatic, geological, topographical, and/or administrative conditions described above supporting the modification.

2022 EXISTING	TITLE/SUBJECT	FINDINGS I, II, III
<b>BUILDING CODE</b>		
SECTION		
202	Definitions	Administrative, III

# 15.32.020 Amendments to the Existing Building Code.

A. Section 202, Definitions, is hereby amended by adding thereto the following definition to read as follows:

Substantial Structural Damage. A condition where:

- 1. In any story, the vertical elements of the lateral-force-resisting system, have suffered damage such that the lateral load-carrying capacity of the structure in any direction has been reduced by more than 20 percent from its pre-damaged condition, or
- 2. The capacity of any vertical gravity load-carrying component, or any group of such components, that supports more than 30 percent of the total area of the structure's floor(s) and roof(s) has been reduced more than 20 percent from its pre-damaged condition, and the remaining capacity of such affected elements with respect to all dead and live loads is less than 75 percent of that required by the building code for new buildings of similar structure, purpose, and location."

# **SECTION 8**. Code Amendment.

Chapter 15.54 of Title 15 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

"Chapter 15.54	Recycling and Diversion of Waste from Construction and Demolition
15.54.010	Findings and Purpose.
15.54.020	[Deleted].
15.54.030	[Deleted].
15.54.040	[Deleted].
15.54.050	[Deleted].
15.54.060	[Deleted].
15.54.070	[Deleted].
15.54.080	Performance Security.
15.54.090	Refund of Performance Security.
15.54.100	Use of Performance Security.
15.54.110	[Deleted].

# 15.54.010 Findings and Purpose.

15.54.120

15.54.130

Forfeiture of Performance Security.

Compliance and Release of Performance Security.

The City Council of the City of Coachella hereby finds and determines that the City is committed to protecting the public health, safety, welfare, and environment; that in order to meet these goals, it is necessary that the City promote the reduction of solid waste and reduce the stream of solid waste going to landfills; that under California law, as embodied in the California Waste Management Act (California Public Resources Code Section 40000 et seq.), Coachella is required to prepare, adopt, and implement source reduction and recycling elements to reach reduction goals, and is required to make substantial reductions in the volume of waste materials going to landfill, under the threat of penalties of ten thousand dollars (\$10,000.00) per day; that waste from demolition and construction of commercial and residential buildings represents a large portion of the volume presently coming from Coachella, and that a percentage of that waste is particularly suitable for recycling; that Coachella's commitment to the reduction of waste and to compliance with state law requires the establishment of programs for recycling and salvaging construction and demolition materials; that the City Council recognizes that requiring demolition and construction waste to be recycled and reused may in some respects add modestly to the cost of demolition and construction and in other respects may make possible some cost recovery and cost reduction; and that it is necessary in order to protect the public health, safety, and welfare that the following regulations be adopted.

15.54.020	[Deleted].
15.54.020	[Deleted].
15.54.030	[Deleted].
15.54.040	[Deleted].
15.54.050	[Deleted].
15.54.060	[Deleted].
15.54.070	[Deleted].
15.54.080	Performance Security

- A. The applicant for a building or demolition permit shall submit a performance security along with the C&D waste plan. This performance security shall be in the amount of one percent of the building permit valuation, but not greater than one hundred thousand dollars (\$100,000.00).
- B. For large projects, a one hundred thousand dollars (\$100,000.00) performance security will be deposited. The security may be carried forward to the following phase provided the contractor has met the required diversion requirements. If diversion requirements are not met and a portion or all of the performance security is forfeited, the security must be replenished to meet one hundred thousand dollars (\$100,000.00). The dollar amount to be replenished will be based on the diversion schedule in Section 15.54.130 of this chapter.
- C. The applicant shall post performance security in the form of cash, money order, letter of credit, performance or surety bond.

# 15.54.090 Refund of Performance Security.

- A. The compliance official may authorize the refund of any performance security which was erroneously paid or collected.
- B. The compliance official may authorize the refund of any performance security when the building permit application is withdrawn or cancelled before any work has begun.
- C. The performance security shall be returned, without interest, in total or prorated, upon proof of satisfaction by the compliance official that no less than the required percentage of construction and demolition waste tonnage generated by the covered project has been diverted from disposal and has been recycled or reused. If a lesser percentage of construction and demolition waste tonnage than is required is diverted, a proportionate share of the deposit shall be returned. The deposit shall be forfeited entirely or to the prorated extent that there is a failure to comply with the requirements of this chapter. The city may, by formal resolution, modify the amount of the required security.

## 15.54.100 Use of Performance Security.

- A. Monies received by the city as performance security shall be used only for:
  - 1. Payment of performance security refunds;
  - 2. Programs to divert construction, demolition, and alteration projects from the landfill;
  - 3. Programs whose purpose is to develop or improve the infrastructure needed to divert wastes from construction, demolition, and alteration projects from landfill disposal;
  - 4. Allocated staff costs.

## 15.54.110 [Deleted].

# **15.54.120** Forfeiture of Performance Security.

- A. If the compliance official determines that the applicant has not made a good faith effort to comply with this chapter, or if the applicant fails to submit the documentation required within the sixty (60)-day time period, then the deposit shall be forfeited to the city.
- B. If the compliance official determines that the applicant has diverted a lesser percentage of construction and demolition waste tonnage than required, the deposit shall be forfeited entirely or to the prorated extent that there is failure of compliance.

## 15.54.130 Compliance and Release of Performance Security.

The compliance official shall review the information submitted under Section 15.54.110 of this chapter and determine whether the applicant has complied with the diversion requirement as follows:

- A. Full Compliance. If the compliance official determines that the applicant has fully complied with the diversion requirement applicable to the project, the compliance official shall cause the performance security to be returned in full, without interest, within fifteen (15) days.
- B. Partial Compliance. If the contractor is not found in compliance but has submitted required forms and documentation, the city may refund a percentage of the deposit for partial compliance. See schedule in this subsection to determine the amount of the security to be refunded based on the level of diversion obtained and supported.

% Diverted	% Deposit Returned
65%	100%
55-64%	80%
45–54%	60%
35–44%	40%
25–34%	20%
Under 25%	0%

- C. Noncompliance. If the compliance official determines that the applicant has not fully or partially complied with the diversion requirement, or if the applicant fails to submit the documentation required by Section 15.54.110 of this chapter within the sixty (60)-day time period, then the performance security shall be forfeited to the city."
- **SECTION 9.** Certification. The City Clerk of the City of Coachella shall certify to the adoption of this Ordinance and cause publication to occur in a newspaper of general circulation and published and circulated in the City in a manner permitted under section 36933 of the Government Code of the State of California.
- **SECTION 10**. <u>CEQA Analysis</u>. The City Council finds that the adoption of the California Buildings Standards Code and local amendments thereof is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guideline section 15061(b)(3) (the common sense exemption). The action is largely administrative in nature and designed to improve and not degrade environmental quality such that there is no possibility that adopting this Ordinance would adversely affect the environment in any manner that could be significant.
- **SECTION 11**. Existing Contracts. Operators of Shared Micromobility Devices that have entered into agreements for operation with the City prior to the effective date of this Ordinance, must comply by any and all agreement provisions for the term of the agreement and thereafter

must cease conducting business in the City or enter into a new operating agreement with the City and comply with Chapter 15.08 of the Coachella Municipal Code.

**SECTION 12.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 13**. <u>Publication and Effective Date</u>. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

<b>PASSED, APPROVED, AND ADOPT</b> following vote:	<b>ED</b> this	of	, 2023 by the
AYES: NOES: ABSENT: ABSTAIN:			
Steven Hernandez, Mayor City of Coachella			
ATTEST:			
Angela M. Zepeda, City Clerk City of Coachella	_		
APPROVED AS TO FORM:			
Carlos Campos, Best Best & Krieger LLP City Attorney	_		



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** William Pattison, Interim Finance Director

SUBJECT: Authorizing the City Manager to (1) enter into an Affordable Housing Loan

Agreement with Tripoli CIC, LP, for the 108-Unit Mixed-Use Development Project Located at the Northeast Corner of Cesar Chavez Street and Bagdad Avenue (APN # 778-081-003 and 778-081-001) in a Not-to-Exceed Amount of \$13,569,000; and (2) enter into an Agreement to Prepay Special Tax Obligations

for CFD 2005-1

# **STAFF RECOMMENDATION:**

Staff recommends that the City Council consider authorizing the City Manager to (1) enter into an Affordable Housing Loan Agreement with Tripoli Chelsea Investment Corporation (CIC), LP, for the 108-unit mixed-use development project located at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN #778-081-003 and #778-081-001) in a not-to-exceed amount of \$13,569,000; and (2) enter into an Agreement to Prepay Special Tax Obligations for CFD 2005-1, subject to such minor conforming and clarifying changes acceptable to the City Manager and City Attorney.

# **BACKGROUND:**

The Planning Commission approved entitlements in 2022 for a mixed-use development at the 2.5-acre parcel at the northeast corner of Cesar Chavez Street and Bagdad Avenue. The Project will be compatible with neighboring properties with respect to land development patterns. The proposed development would develop according to the development standards of the C-G Zone at a scale, massing, and aesthetic appeal of existing development is in keeping with development of neighboring properties such as Pueblo Viejo Villas. The plans submitted for this project propose a commercial and multi-family residential use with amenities for the future residents of the site that are permitted in the C-G PD (General Commercial, Planned Development) zone. The project would promote a well-designed pedestrian realm that includes shade and a safe pedestrian environment for pedestrians. The proposed use will include three new vehicular approaches to the property designed to improve off-site and on-site vehicular circulation for existing traffic on surrounding public streets or roads. Evidence of this is reflected in the provided site plan design. The three new proposed drive aisles and internal circulation have been reviewed and approved by the Fire Department and the Engineering Department.

# **DISCUSSION/ANALYSIS:**

City staff is recommending that the City Council authorize the City Manager to enter into an 'Affordable Housing Loan Agreement'. The intent of the documents are to facilitate the funding of an approximately \$13,569,000 million residual cash receipts loan from the City of Coachella that will be used to prepay the CFD assessments. It is anticipated that the note held by the City will be repaid out of 50% of residual cash flow from project operations as defined in the loan agreement. The agreement between the City of Coachella and Tripoli CIC, LP, will require the new units created to annex into the Public Safety CFD and create a note payable to the City of Coachella for the entire 55 years of assessments. The City will record a deed of trust that will accrue interest at 3% per annum. It is understood that this structure means the likelihood of the City collecting the full amount of the CFD assessments annually and over the term of the CFD loan is reduced and the City loses the ability to lien the property to collect on any unpaid assessments.

City staff is recommending that the City Council authorize the City Manager to enter into a Prepayment of the Special Tax Obligation for CFD 2005-1.

## **ALTERNATIVES:**

- 1. Authorizing the City Manager to (1) Enter into an Affordable Housing Loan Agreement with Tripoli CIC, LP, for the 108-Unit Mixed-Use Development Project Located at the Northeast Corner of Cesar Chavez Street and Bagdad Avenue (APN # 778-081-003 and 778-081-001) in a Not-to-Exceed Amount of \$13,569,000; and (2) Enter into an Agreement to Prepay Special Tax Obligations for CFD 2005-1, subject to such minor conforming and clarifying changes acceptable to the City Manager and City Attorney
- 2. Take no action.
- 3. Continue this item and provide staff with direction

## **FISCAL IMPACT:**

The City will record a residual cash receipts loan in the Public Safety CFD funds for Police and Fire for the amounts that are not collected through cash flows from operations. The loan will not exceed \$13,569,000 million in total over the 55-year period and will accrue interest at 3% per annum. It is anticipated that the note held by the City will be repaid out of 50% of residual cash flow from project operations as defined in the Loan Agreement. Once those funds are available through either the refinancing of the project or payoff of the note, the General Fund will be reimbursed at the amount paid on behalf of the agreement plus the three percent (3%) interest.

#### **ATTACHMENTS**:

- 1. Affordable Housing Loan Agreement, which includes a Promissory Note Secured by Deed of Trust, and an Affordable Housing Regulatory Agreement; and
- 2. Agreement to Prepay Special Tax Obligations for CFD 2005-1

# AFFORDABLE HOUSING LOAN AGREEMENT

(TRIPOLI)

By and between

THE CITY OF COACHELLA

and

TRIPOLI CIC, LP

# AFFORDABLE HOUSING LOAN AGREEMENT

This Loan Agreement ("Agreement") is made this	day of 2023,	by a	ind between	the
CITY OF COACHELLA, a California municipal corporation	on ("City" or "	'Lende	er") and TRII	POLI
CIC, LP, a California Limited Partnership (Borrower") (col	llectively, the '	'Partie	es").	

#### RECITALS

- A. WHEREAS, Borrower represents that it is an experienced developer of affordable multifamily housing;
- B. WHEREAS, Borrower desires to construct, develop and operate a one-hundred eight (108) unit affordable multifamily development, with 4,325 square feet of commercial space, a community room, parking spaces, a playground, and related improvements (the "Project") in the City of Coachella, Riverside County, California, as more particularly described in the attached Exhibit A (the "Property");
- C. WHEREAS, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance a portion of the cost of providing law enforcement, fire and paramedic services within the CFD;
- D. WHEREAS, on April 19, 2023 the City Council of the City of Coachella, California (the "Council") conducted proceedings pertaining to the intention to annex the Property, consisting of [Parcel 2 of Lot Line Adjustment 2018-02] ("Annexation Area No. [31]"), into the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), including the rate and method of apportionment of a special tax to finance a portion of the cost of providing certain public services, and the calling of an election in regard to the foregoing; and,
- E. WHEREAS, on May 24, 2023an election was held within Annexation Area No. [31] regarding the rate and method of apportionment of the proposed special tax; and,
- F. WHEREAS, the Property is located within the CFD requiring Borrower to pay each fiscal year a Special Assessment in the amount of One Thousand Three Hundred Forty-Eight and 10/100 Dollars (\$1,348.10) per certified dwelling unit per year increasing annually since 2015 based on the annual adjustment of the Consumer Price Index; and,
- G. WHEREAS, substantial public welfare benefits to the City will be derived from the development of the Project as affordable housing and the City acknowledges

- that compliance with the Resolutions may cause undue financial hardship on the Borrower and the Project; and,
- H. WHEREAS, notwithstanding the terms of the Resolutions, the City desires to permit the Borrower to prepay fifty-five years of Special Assessments, commencing on the date that the Borrower acquires the Property (collectively, the "Prepaid Special Assessments"); and
- I. WHEREAS, in order to finance the Prepaid Special Assessments, the Borrower desires to obtain from Lender a loan (the "Loan") in the amount of Thirteen Million Five Hundred Sixty Eight Thousand Eight Hundred and Fifty Dollars (\$13,568,850) as described herein, and Lender desires to lend to Borrower such funds, according to the terms and conditions described herein.

**NOW, THEREFORE**, Borrower and Lender hereby agree as follows:

# **AGREEMENT**

## 1. **DEFINITIONS**.

The following terms have the meanings set forth below wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference.

- **1.1 "BORROWER"** means TRIPOLI CIC, LP, a California limited partnership, along with any permitted assigns, transferees, or successors-in-interest. Borrower will also be the owner of the Property and the developer of the Project.
- **1.2 "CERTIFICATE OF OCCUPANCY"** means the final Certificate of Occupancy issued by the City to Borrower for the Project.
- **1.3** "CFD" means the City of Coachella Community Facilities District 2005-1 (Law Enforcement, Fire and Paramedic Services), as described in the Resolutions.
- **1.4** "CITY" means the City of Coachella, California.
- **1.5** "COMMENCEMENT OF CONSTRUCTION" means obtaining the first building permit necessary to undertake the Construction.
- **1.6** "CONSTRUCTION" and "CONSTRUCTION WORK" shall mean the construction of the Project.
- **1.7 "DAYS"** shall mean calendar days unless otherwise specifically provided.
- **1.8** "**DEED OF TRUST**" means the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property as security for the Loan in the form attached hereto as Exhibit C and incorporated herein, executed and delivered by Borrower as trustor with Lender as beneficiary, as well as any amendments to and

modifications and restatements of the Deed of Trust. The terms of the Deed of Trust are hereby incorporated into this Agreement by this reference.

- **1.9** "LENDER" means the City.
- **1.10** "LOAN" means the loan provided by Lender to Borrower pursuant to this Agreement in the original principal amount of Thirteen Million Five Hundred Sixty Eight Thousand Eight Hundred and Fifty Dollars (\$13,568,850).
- **1.11** "LOAN DOCUMENTS" means collectively this Agreement, the Regulatory Agreement, the Deed of Trust, and the Note.
- 1.12 "NOTE" means that Promissory Note Secured by Deed of Trust to be executed by Borrower in favor of Lender evidencing the Loan in the form attached hereto as Exhibit B and incorporated herein, which is to be secured by the Deed of Trust, as well as any amendments to and modifications or restatements of the Note. The terms of the Note are hereby incorporated into this Agreement by this reference.
- expenses directly attributable to the operation, maintenance, taxes and management of the Project, expressly including, without limitation: mandatory debt service on Senior Loans; onsite administrative costs; maintenance costs (including materials and labor); payments to the operating reserve account; reasonable and customary payments to a replacement reserve account; utilities; permits and licenses; sewer charges; real and personal property taxes and assessments; insurance; security; advertising, promotion and publicity; a reasonable property management fee; fees and expenses of accountants, attorneys, consultants and other professionals, to the extent directly related to the Project, including annual audits and tax return preparation costs payable to a third party; any partnership or asset management fees paid to the investor limited partner or general partners of Borrower, which fees shall not exceed \$6,600 during any annual period; deferred development fees; and incentive leasing fees.
- **1.14** "PREPAID SPECIAL ASSESSMENTS" shall have the meaning set forth in Recital C.
- **1.15 "PROJECT"** means the development and construction of a one-hundred and eight (108) unit affordable multifamily development, including one (1) manager's unit (the "Project") on the Property. One-hundred and seven (107) of the units in the Project shall be Regulated Units.
- **1.16 "PROPERTY"** means the real property described in the attached Exhibit A, which is incorporated into this Agreement by this reference.
- **1.17 "REGULATED UNITS"** means One-hundred and seven (107) of the one-hundred and eight (108) rental dwelling units constructed for the Project.
- **1.18** "REGULATORY AGREEMENT" means the Affordable Housing Regulatory Agreement described in the attached Exhibit D, which is incorporated into this Agreement by this reference.

- **1.19** "RESIDUAL CASH FLOW" means Revenues less Operating Expenses, calculated on a calendar year basis.
- **1.20** "RESOLUTIONS" means collectively, Resolution No. 2005-93, and Resolution No. 2005-94, each authorized by the City Council of the City of Coachella, as provided for in Ordinance No. 932 of the City Council of the City of Coachella dated September 28, 2005.
- 1.21 "REVENUE" means with respect to any period all revenue, income, receipts, and other consideration actually received from the operation or leasing of the Project. Revenue shall include: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines, and amounts released from reserves. Revenue shall not include tenants' security deposits, interest on security deposits, loan proceeds, capital contributions or similar advances, or interest on reserves.
- 1.22 "SENIOR LENDER" means any lender with a loan secured by the Property whose lien on the Property is senior in priority to the Lender's Deed of Trust; provided that the Lender's written consent to the incurrence of any Senior Loan shall be required, except with the respect to (i) one construction loan incurred for the purpose of constructing the Project, and (ii) one refinancing of the construction loan into a term loan or "permanent" loan (which such refinancing shall include any conversion of the construction loan to a term loan pursuant to the terms of the construction loan documents).
- **1.23** "SENIOR LOAN" means the loan of any Senior Lender to the Borrower in connection with the construction, development, operation or permanent financing of the Project.
- **1.24** "SPECIAL ASSESSMENT" shall have the meaning set forth in Recital F.
- **1.25** "TITLE COMPANY" means First American Title Insurance Company.
- 1.26 "TITLE INSURANCE POLICY" shall mean a title insurance policy in the form of an American Land Title Association Loan Policy 2006 extended coverage (without revision, modification or amendment) issued by the Title Company, with such endorsements, with a liability equal to the amount of the Loan, and in form and substance satisfactory to Lender, subject only to those exceptions as Lender may approve in writing.

## 2. TERMS OF LOAN.

**2.1 LOAN**. Lender agrees to provide a loan of funds to Borrower under the terms and conditions of the Loan Documents. The proceeds of this Loan shall be used only to pay for the Prepaid Special Assessments. The Borrower hereby irrevocably authorizes, upon disbursement of the loan proceeds, all such proceeds shall be disbursed directly to the City for the payment of the Prepaid Special Assessments.

- **2.2 AMOUNT OF LOAN**. Subject to the terms and conditions of the Loan Documents, Lender agrees to make and Borrower agrees to accept a Loan in the amount Thirteen Million Five Hundred Sixty Eight Thousand Eight Hundred and Fifty Dollars (\$13,568,850) evidenced by the Note in this amount.
- 2.3 INTEREST. The Note shall bear simple interest at a fixed interest rate of three percent (3.0%) per annum on the principal amount outstanding commencing on the date of disbursement of the Loan, or portion thereof, and is subject to the terms and conditions set forth in this Agreement and the Note. In an Event of Default, as described herein, the Loan shall, at the election of the Lender upon written notice to Borrower, become immediately due and payable in full, and interest on the Loan shall begin to accrue as of the date of default and continuing until such time as the Loan funds are repaid in full or the default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate of interest provided by law.
- **2.4 TERM OF LOAN**. Payments of principal and interest shall be made as required by the Note. Unless due sooner under the Note, the Loan principal balance and all accrued interest shall be due and payable on the earliest of (a) fifty-five (55) years from the date of the issuance of the final Certificate of Occupancy for the Project or (b) an Event of Default by Borrower which has not been cured as provided for in this Agreement.
- **2.5 REPAYMENT OF LOAN**. The Borrower shall make annual payments on the Loan from 50% of Residual Cash Flow as more fully set forth in the Note. Any and all amounts of principal or interest outstanding upon the maturity of the Loan shall be then due and payable.
- 2.6 REPAYMENT UPON SALE OR REFINANCE. In the event that the Borrower desires to sell or refinance the Project, concurrently with any such sale or refinance of the Project (excluding the onetime refinance of the construction loan for the Project into a term loan or "permanent loan" (which such refinancing shall include any conversion of the construction loan to a term loan pursuant to the terms of the construction loan documents)), Borrower shall pay to Lender the entire Loan amount then outstanding, including any accrued interest thereon and any other amounts owing under the Loan Documents.
- **2.7 ACCELERATION BY REASON OF TRANSFER.** The Lender may declare due and payable the entire Loan amount then outstanding, including any accrued interest thereon, upon the sale, encumbrance or other transfer of the Property as set forth in the Note and the Deed of Trust.
- **PREPAYMENT OF LOAN**. No prepayment penalty will be charged to Borrower for prepayment of any portion of the Loan amount prior to the end of the Loan term.
- 4. RESERVED.
- 5. LOAN DISBURSEMENT.

- **5.1 GENERAL**. The Loan proceeds of Thirteen Million Five Hundred Sixty Eight Thousand Eight Hundred and Fifty Dollars (\$13,568,850) shall be disbursed as provided herein upon satisfaction or waiver of each and all of the conditions precedent to disbursement set forth in this Section 5.2.
- **CONDITIONS PRECEDENT TO DISBURSEMENT**. Lender shall disburse the full amount of the Loan in the form of indemnity to Borrower's liability to the City of Coachella -Community Facilities District 2005-01 pre-payment assessments, for the term of this Agreement, upon the satisfaction or waiver of the conditions precedent set forth in this Section.
  - **5.2.1** Borrower has acquired, or shall concurrently acquire, fee title to the Property;
  - **5.2.2** Borrower has executed and delivered to Lender each of the Loan Documents to be executed by Borrower in form and substance satisfactory to Lender;
  - **5.2.3** As of the date of proposed disbursement, there exists no Event of Default by Borrower nor any act, failure, omission or condition that with the passage of time would constitute an Event of Default under the Loan Documents or any the documents related to any other financing for the Project;
  - **5.2.4** The Title Company's unconditional commitment to issue the Title Insurance Policy;
  - **5.2.5** Lender shall have received evidence satisfactory to Lender of Borrower's authorization to enter into the Loan Documents:
  - **5.2.6** The representations and warranties of the Borrower as set forth in Section 9 shall be true and correct as of the date of disbursement of the Loan;
  - **5.2.7** Borrower shall have paid to Lender all of Lender's costs incurred in connection with the underwriting and processing of the Loan, not to exceed \$5,500, and all legal fees and costs of Lender's attorneys relating to the preparation, review and negotiation of the Loan Documents which are estimated to be \$7,500, and all costs incurred in connection with the Title Insurance Policy.
- 6. DEVELOPMENT AND OPERATION OF PROJECT.
- 6.1 CONFIGURATION OF THE PROJECT. Borrower shall develop the Project in conformance with the plans and specifications as approved by the City, as an affordable housing project consisting of a total of One-hundred eight (108) residential units (including one (1) manager's unit), One-hundred seven (107) of which shall be Regulated Units rented at rents which are in compliance with Section 9.3 hereof, and related community and common space. Nothing herein shall be construed to limit or impair the City's discretion in the consideration, approval, and/or disapproval of any necessary entitlements required from the City for the construction of the Project.

- **6.2 COMPLETION OF CONSTRUCTION**. Borrower shall commence Construction within ninety (90) days following the initial funding of the Loan and complete the Construction not later than twenty four (24) months thereafter.
- 7. INSURANCE. Borrower shall have in full force and effect during the Construction and operation of the Project the insurance coverage specified in Exhibit D to this Agreement. In addition, Borrower shall ensure that the general contractor for the Project maintains the insurance coverage specified in Exhibit D for the duration of the Construction. All required insurance shall be in effect prior to commencement of work. The City's insurance policies shall not be contributing.
- 8. **DEFAULT AND REMEDIES**.
- **8.1 EVENTS OF DEFAULT**. The occurrence of any of the following events (after the expiration of the cure period set forth in Section 8.2) shall be an "Event of Default" under this Loan:
  - **8.1.1** Borrower's failure to pay when due any sums payable under the Note, including failure to reimburse Lender for any advances made by Lender under the Deed of Trust;
  - **8.1.2** Borrower's failure to complete the Project Construction within the time required by this Agreement, as such time may be extended pursuant to Section 9.5 hereof;
  - **8.1.3** Any breach by Borrower of any material obligations of Borrower imposed in the Loan Documents:
  - **8.1.4** Any representation or warranty by Borrower in any Loan Document is materially false, incorrect, or misleading as of the date made;
  - **8.1.5** The occurrence of any default or event of default under any Senior Loan;
  - **8.1.6** Any litigation or proceeding which could reasonably be expected to materially and adversely affect the ability of Borrower to perform its obligations under the Loan Documents is commenced against Borrower, or the Property, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower; or
  - **8.1.7** Borrower's filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or one hundred twenty (120) days after the filing; making a general assignment for the benefit of creditors; applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or one hundred twenty (120) days after the filing; or failure, inability or admission in writing of its inability to pay its debts as they become due.

# 8.2 NOTICE OF BORROWER'S OR OWNER'S DEFAULT AND OPPORTUNITY TO CURE.

Lender shall give written notice to Borrower (and Borrower's limited partner) of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Event of Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) days from the mailing of the notice with respect to a monetary default, or sixty (60) days from the mailing of the notice with respect to a non-monetary default, by which such action to cure must be taken, or the Event of Default otherwise resolved to Lender's reasonable satisfaction; provided, however, with respect to non-monetary defaults, if such failure is not reasonably susceptible to cure within sixty (60) days from receipt of the said notice and provided that (i) Borrower (or Borrower's limited partner) shall have in good faith undertaken such cure within said sixty (60) day period and (ii) Borrower (or Borrower's limited partner) shall have diligently prosecuted such cure thereafter, Borrower (and Borrower's limited partner) shall have additional time to prosecute such cure, such additional time not to exceed ninety (90) days, from receipt by Borrower (and Borrower's limited partner) of the said notice.

- **8.3 LENDER'S REMEDIES.** Upon the occurrence of an Event of Default (after expiration of all cure periods set forth in Section 8,2): (i) prior to disbursement of all Loan proceeds, Lender's obligation to disburse the remaining Loan proceeds shall cease; (ii) Lender may, in addition to other rights and remedies permitted by the Loan Documents or applicable law proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:
  - **8.3.1** Bring an action in equitable relief (a) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (b) enjoining, abating, or preventing any violation of the terms and conditions, and/or (c) seeking declaratory relief;
  - **8.3.2** Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other funds advanced to Borrower by Lender under the Loan Documents; or
  - **8.3.3** Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust.

## 9. GENERAL PROVISIONS

- **9.1 BORROWER'S REPRESENTATIONS AND WARRANTIES**. Borrower represents and warrants:
  - **9.1.1** that Borrower is duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in California;

- **9.1.2** that Borrower has the full power and authority to undertake the Project and to execute and deliver the Loan Documents and perform its obligations under the Loan Documents:
- **9.1.3** that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower;
- **9.1.4** the Loan Documents have been duly executed by Borrower, and are legally valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity;
- **9.1.5** The execution, delivery and performance of the Loan Documents by Borrower will not violate (i) Borrower's formation documents; (ii) any legal requirement affecting Borrower or any of its properties (including, without limitation, the Property); or (iii) any agreement to which Borrower is bound or to which it is a party and will not result in or require the creation (except as provided in or contemplated by this Agreement) of any lien upon any of such properties (including, without limitation, the Property);
- 9.1.6 There exists no material violation of or material default by Borrower and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default by Borrower with respect to (a) the terms of any instrument evidencing or securing any indebtedness secured by the Property, (b) any material lease or other agreement affecting the Property to which Borrower is a party, (c) any material license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any governmental authority, or any determination or award of any arbitrator to which Borrower or the Property may be bound, or (d) any mortgage, instrument, agreement or document by which Borrower, or any of its properties is bound: (i) which involves the Property and is not adequately covered by insurance, (ii) which could be reasonably expected to materially and adversely affect the ability of Borrower to perform its obligations under any of the Loan Documents, or (iii) which could be reasonably expected to adversely affect the priority of the liens created by this Agreement or any of the Loan Documents;
- **9.1.7** There is no action, suit, investigation, proceeding or arbitration (whether or not purportedly on behalf of the Borrower) at law or in equity or before or by any foreign or domestic court or other governmental entity (a "Legal Action"), pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any of their assets which could reasonably be expected to result in any material adverse change in the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower or would materially and adversely affect Borrower's ability to perform its obligations under the Loan Documents. Borrower is not (a) in violation of any applicable law which violation materially and adversely affects or could reasonably be expected to materially and adversely affect the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower, (b) subject to, or in default with respect to any other legal requirement that would have a materially adverse effect on the business,

operations, assets (including the Property) or condition (financial or otherwise) of Borrower, or (c) in default with respect to any agreement to which Borrower is a party or to which it is bound which could reasonably be expected to materially and adversely affect the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower. There is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement or any of the other Loan Documents;

- **9.1.8** The financial statements and all financial data previously delivered to Lender by Borrower in connection with the Loan and/or relating to Borrower are true, correct and complete in all material respects. Such financial statements fairly present the financial position of the parties who are the subject thereof as of the date thereof. No material adverse change has occurred in such financial position and, except for this Loan, no borrowings have been made by Borrower since the date thereof which are secured by, or might give rise to, a lien or claim against the Property or the proceeds of this Loan (excluding any Senior Loan).
- **9.2 LENDER'S REPRESENTATIONS AND WARRANTIES.** Lender represents and warrants:
  - **9.2.1** that Lender is duly organized and validly existing;
  - **9.2.2** that Lender has the full power and authority to make the Loan and execute the Loan Documents; and
  - **9.2.3** that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Lender.
- 9.3 AFFORDABLE HOUSING REGULATORY AGREEMENT. During the term of the Loan, Borrower shall comply with all applicable laws and regulations relating to the construction and operation of a housing project which qualifies as a low income housing tax credit project pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development as agreed to in Affordable Housing Regulatory Agreement described in the attached Exhibit D, which is incorporated into this Agreement by this reference.
- **9.4 POLITICAL ACTIVITY**. None of the funds, materials, property or services loaned by Lender to Borrower under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.
- **9.5 TERM OF THIS AGREEMENT.** This Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan and until the Loan, together with all other amounts due under the Loan Documents, has been paid in full.
- **9.6 UNAVOIDABLE DELAY IN PERFORMANCE**. The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by

war, insurrection, terrorism, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by third parties concerning or arising out of this Agreement, or unusually severe weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within thirty (30) working days from the commencement of the cause. In any event, Construction of the Project must be completed no later than ninety (90) days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of Lender and Borrower.

- **9.7 GOVERNING LAW.** The Loan Documents shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law.
- **9.8 ATTORNEYS' FEES AND COSTS**. In the event any legal or administrative action is brought to interpret or enforce the terms of the Loan Documents, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.
- **9.9 TIME**. Time is of the essence in these Loan Documents.
- **9.10 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS**. No member, official, director, employee, or agent of Lender shall be personally liable to Borrower for any obligation created under the terms of these Loan Documents.
- **9.11 NOTICES, DEMANDS AND COMMUNICATIONS**. Formal notices, demands and communications between Borrower and Lender shall be given by registered or certified mail, postage prepaid, return receipt requested, or shall be delivered personally, to the principal offices of Borrower and Lender as follows, or if any such office is relocated, to the new address specified by the relocated party:

#### LENDER:

City of Coachella 53-990 Enterprise Way Coachella, CA 92236 Attention: City Manager

#### **BORROWER:**

Tripoli CIC, LP c/o Chelsea Investment Corporation 6339 Paseo Del Lago Carlsbad, CA 92011 Attention: Cheri Hoffman, President With copy to:

Winthrop & Weinstine, PA 225 South Sixth Street, Suite 3500 Minneapolis, MN 55426 Attn: Jon L. Peterson, Esq.

If to Borrower, with a copy to Borrower's limited partner:

USA Institutional Tripoli LLC 777 West Putnam Avenue Greenwich, CT 06830 Attn: Joanne D. Flanagan, Esq.

- 9.12 BINDING UPON SUCCESSORS. All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the Parties; provided, however, that this Section 9.12 does not waive the prohibition on assignment of this Agreement by Borrower without Lender's written consent. The term "Borrower" as used in these Loan Documents shall include all permitted assigns, successors-in-interest, and transferees of Borrower.
- **9.13 RELATIONSHIP OF PARTIES.** The relationship of Borrower with Lender for this Project is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the Loan. Borrower shall have no authority to act as an agent of Lender or to bind Lender to any obligation.
- **9.14 INTEGRATION**. The Loan Documents, including exhibits, contain the entire agreement of the Parties and supersede any prior negotiations.
- **9.15 OTHER AGREEMENTS**. Borrower represents that Borrower has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with terms of the Loan Documents without an express waiver in writing by Lender.
- **9.16 OTHER EXEMPTIONS**. This Agreement shall not limit or restrict the Borrower's right to apply for or obtain any other real property tax exemption to which it might be entitled, including, without limitation, the State of California welfare tax exemption.
- **9.17 AMENDMENTS AND MODIFICATION**. Any amendments or modifications to the Loan Documents must be in writing, and shall be effective only if executed by Borrower and Lender.
- **9.18 SEVERABILITY**. Every provision of this Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of

competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

- 9.19 **INDEMNIFICATION**. To the fullest extent permitted by law, Borrower agrees to protect, indemnify, defend and save harmless Lender, its councilmembers, directors, officers, agents and employees for, from and against any and all liability, expense or damage of any kind or nature and for, from and against any suits, claims or demands, including reasonable legal fees and expenses on account of any matter or thing or action or failure to act by Lender, whether in suit or not, arising out of this Agreement or in connection herewith, including, without limitation, any suit, claim or demand arising out of any default which may occur in connection with the Project (collectively, "Claims"), provided, however, that the foregoing shall not apply to any Claim arising as a result of or to the extent of (i) Lender's gross negligence or willful misconduct, or (ii) a material breach of Lender's obligations contained within the Loan Documents. A breach by Lender shall be deemed to have occurred only after the following: (a) should Borrower claim a material breach by Lender, it shall give Lender written notice of such claimed breach, which notice shall set forth with reasonable specificity the nature of said breach; and (b) Lender shall not be deemed in breach of any Loan Documents unless said breach is not cured within sixty (60) days from receipt of said notice, or if said breach cannot be cured within said sixty (60) day period, the time for Lender to cure said breach shall be extended, so long as Lender is pursuing the cure thereof with all reasonable due diligence. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Lender believes is covered by this indemnity, Lender shall give Borrower notice of the matter and an opportunity to defend it, at Borrower's sole cost and expense, with legal counsel reasonably satisfactory to Lender. Lender may also require Borrower to so defend the matter. The obligations on the part of Borrower under this Section 9.18 shall survive the repayment of the Loan.
- 9.20 NONRECOURSE. Subject to Section 9.20 below, anything contained in any provision of the Loan Agreement, the Deed of Trust, or the Note notwithstanding, the Loan shall be a nonrecourse obligation of Borrower. Neither Borrower nor any of its officers, directors or general and limited partners shall have any personal liability for repaying the principal or interest of the Loan or for any other obligation set forth in the Loan Documents. The sole recourse of Lender for repayment of the principal and interest and other amounts due hereunder shall be the exercise of Lender's rights against the Project under the Deed of Trust, including, without limitation, the right of Lender to bring a foreclosure action or other appropriate action or proceeding to enable Lender to enforce its rights and remedies to realize upon the collateral given to secure the obligations owing to Lender under the Loan Documents.
- 9.21 EXCEPTIONS TO NON-RECOURSE. To the fullest extent permitted by law, and notwithstanding anything to the contrary herein or in any of the Loan Documents, Borrower agrees to protect, indemnify, defend and save harmless Lender, its directors, officers, agents and employees for, from and against any and all losses, liabilities, costs, expenses or damages of any kind, including reasonable legal fees and expenses, incurred by Lender, whether in suit or not, arising out of or due to (i) fraud or intentional misrepresentation of a material fact by Borrower or any other person or entity in

connection with the execution and delivery of the Loan Documents; (ii) Borrower's misappropriation or misapplication of rents received by Borrower after the occurrence and during the continuance of an Event of Default; (iii) Borrower's misappropriation or misapplication of tenant security deposits or rents collected in advance; (iv) Borrower's misappropriation or misapplication of any condemnation or insurance proceeds relating to any portion of the Property; (v) Borrower's failure to comply with applicable environmental laws relating to the Property or the designation of the Property as "environmentally impaired" as provided in Section 24 of the Deed of Trust; (vi) any gross negligence, or criminal act perpetrated (including, without limitation, any act of waste or arson), by the Borrower or any principal, trustee, officer or agent of Borrower; or (vii) the commencement of a voluntary bankruptcy or other similar proceeding under any federal, state, or foreign law by the Borrower.

**9.22 CURE BY LIMITED PARTNER**. The cure of any default under this Loan Agreement or any other Loan Document made or tendered by or on behalf of the Borrower's limited partner shall be deemed a cure by the Borrower and shall be accepted or rejected on the same basis as if made by the Borrower.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Parties hereby have executed this Agreement as of the date first above written.

LEN	DER:		
		OACHELLA municipal corporation	
By:			
Name	e: Gal	briel Martin, City Manager	
Appı	oved a	s to form:	
By:			
Name	e: Car	los Campos, City Attorney	
OWN	ER:		
	OLI CI Fornia li	C, LP, mited partnership	
By:	Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation, its Managing General Partner		
	By:	Juan P. Arroyo, Executive Vice President	
		ripoli, LLC, fornia limited liability company, ministrative General Partner	
	Ву:	Chelsea Investment Corporation, a California corporation, its Manager	
		By: Cheri Hoffman, President	

All signatures must be acknowledged.

ADD NOTARY 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		
		, Notary Public,
personally appeared		, who proved to me on the
instrument and acknowledged	to me that he/she/they exe	name(s) is/are subscribed to the within ecuted the same in his/her/their
- · · · · · · · · · · · · · · · · · · ·	•	ure(s) on the instrument the person(s), or
the entity upon behalf of which	th the person(s) acted, exec	cuted the instrument.
I certify under PENALTY OF foregoing paragraph is true an		s of the State of California that the
WITNESS my hand and offic	ial seal.	
Signature:		(Seal)

#### Exhibit A

# **Property Description**

Real property in the City of Coachella, County of Riverside, State of California, described as follows:

#### **PARCEL A:**

#### PARCEL 1:

A PORTION OF LOT 11, SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF BAGDAD AVENUE, AND TRIPOLI WAY;

THENCE SOUTH 89° 54' WEST, 272 FEET ALONG THE CENTER LINE OF BAGDAD AVENUE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 54' WEST ALONG THE CENTER LINE OF BAGDAD AVENUE, 356.67 FEET, MORE OR LESS, TO THE EASTERLY LINE OF HIGHWAY 99 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS:

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF HIGHWAY 86, 102.88 FEET;

THENCE NORTH 89° 54' EAST, 356.67 FEET;

THENCE SOUTH 00° 06' EAST, 102.88 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING:

EXCEPTING THEREFROM THE SOUTH 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPTING THEREFROM THE WESTERLY 17.00 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26947 OF OFFICIAL RECORDS.

#### **PARCEL 2:**

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO

BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE STATE HIGHWAY, AS SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7 PAGE 38 OF RECORD OF SURVEY, RIVERSIDE COUNTY RECORDS, 102.88 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 11;

THENCE CONTINUING NORTHERLY ON SAID EAST LINE OF 140.20 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JENNY JEFFERY, ET AL, BY DEED RECORDED APRIL 12, 1929 IN BOOK 804 PAGE 423 OF DEEDS;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 11, 229 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED TO JEFFERY;

THENCE NORTH  $36^\circ$   $04^\circ$  WEST ALONG THE NORTHEASTERLY LINE OF THE JEFFERY PARCEL, 75 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL CONVEYED TO ROBERT J. FERRAUD BY DEED

RECORDED DECEMBER 6, 1972 AS INSTRUMENT NO. 161111;

THENCE NORTH 53° 36' EAST ON THE SOUTHEAST LINE OF SAID PARCEL CONVEYED TO FERRAUD AND ITS NORTHEASTERLY EXTENSION, 159.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY;

THENCE SOUTH 36° 04' EAST ON SAID SOUTHWESTERLY LINE, 313.43 FEET MORE OR LESS, TO A POINT 142.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11, SAID POINT BEING ON THE NORTH LINE OF THAT CENTER PARCEL CONVEYED TO LEONHARDT SWINGLE AND LEE J. ANDERSON BY DEED RECORDED NOVEMBER 22, 1934 IN BOOK 201 PAGE 555 OF OFFICIAL RECORDS;

THENCE NORTH 89° 54' EAST ON SAID NORTH LINE OF THE LEONHARDT-ANDERSON PARCEL, 40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER BEING A POINT ON THE CENTER LINE OF TRIPOLI WAY;

THENCE SOUTH 36° 04' EAST TO A POINT WHICH IS 102.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11;

THENCE SOUTH 89° 54' WEST, 566.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 20 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26942 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE WELL SITE DESCRIBED AS;

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORDS OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 40 FEET;

THENCE EAST 43 FEET;

THENCE SOUTH 40 FEET;

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO

BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE

CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 FEET;

THENCE EAST 43 FEET;

THENCE SOUTH 40 FEET;

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

#### **PARCEL B:**

THAT PORTION OF LOT 11 IN SECTION 5, T. 6 S., R. 8 E., S.B.B.& M. AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY, ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN

DEED TO ROBERT J. FERRAUD RECORDED ON DECEMBER 6, 1972 AS INSTRUMENT NO. 161111, OF

OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE;

THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID REAL PROPERTY OF ROBERT J. FERRAUD, SOUTH 36° 04' 00" EAST, 122.89 FEET TO THE MOST EASTERLY CORNER OF SAID REAL PROPERTY OF ROBERT J. FERRAUD:

THENCE NORTH  $53^{\circ}$  56' 00'' EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SIXTH STREET,

97.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY;

THENCE NORTH 36° 04' 00" WEST, ALONG SAID SOUTHWESTERLY LINE OF TRIPOLI WAY, 122.89 FEET TO SAID SOUTHEASTERLY LINE OF SIXTH STREET;

THENCE SOUTH  $53^{\circ}$  56' 00" WEST, ALONG SAID SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE POINT OF BEGINNING.

APN: 778-081-003 (Affects Parcel A) and 778-081-001 (Affects Parcel B)

26096385v2

## **EXHIBIT B**

# PROMISSORY NOTE SECURED BY DEED OF TRUST

¢	\$13,568,850		2023	2
Ψ	)15,500,050	, ,	4UZ.	J

FOR VALUE RECEIVED, TRIPOLI CIC, LP, a California limited partnership, with its principal office at c/o Chelsea Investment Corporation, 6339 Paseo Del Lago, Carlsbad, CA 92011, Attention: Cheri Hoffman ("Borrower"), hereby promises to pay to the order of the City Thirteen Million Five Hundred Sixty Eight Thousand Eight Hundred and Fifty Dollars (\$13,568,850) or so much, not to exceed this amount, as may be advanced by Lender to Borrower (the "Loan") pursuant to that certain Affordable Housing Loan Agreement dated the date hereof, by and between Borrower and Lender (the "Loan Agreement"). The obligation of Borrower and Lender with respect to all such advances is subject to the terms of: (a) the Loan Agreement; (b) this Note; (c) the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"); and Regulatory Agreement recorded on the real property located in the City of Coachella, Riverside County, California and more particularly described in the Deed of Trust (the "Property"), by Borrower as Trustor, for the benefit of Lender, as beneficiary, which secures payment of this Loan (the above documents are collectively referred to as the "Loan Documents").

- 1. **BORROWER'S OBLIGATION**. This Note evidences the obligation of Borrower to Lender for the repayment of funds loaned to Borrower by Lender to finance the Prepaid Special Assessments (as defined in the Loan Agreement) in connection with the Project (as defined in the Loan Agreement). The outstanding principal balance of the Loan shall accrue simple interest at a fixed interest rate equal to three percent (3.0%) per annum. Notwithstanding the foregoing, during any period with respect to which there is an uncured Event of Default, the outstanding principal balance of the Loan shall accrue interest at the rate of ten percent (10%) per annum (the "Default Rate"), compounding annually, or the highest rate allowed by law, whichever is lower.
  - 2. **AMOUNT AND TIME OF PAYMENT**. The loan shall be repaid as follows:
- A. Fifty percent (50%) of Residual Cash Flow (as defined below) shall be available for payments of the Loan and other loans obtained by Borrower to be repaid from Residual Cash Flow ("Available Residual Cash Flow"). Borrower shall make annual payments on the Loan from the Available Residual Cash Flow, based on a pro rata share with other lenders based on the percentage of each respective loan amount according to its share of the total amount of all such loans. Said payment to Lender from the Available Residual Cash Flow shall be credited first against accrued and unpaid interest and then against outstanding principal. Borrower shall provide to Lender with each said payment a report of the Residual Cash Flow for such preceding calendar year prepared by an independent certified public accountant, together with such other documentation reasonably requested by Lender to substantiate the determination of Residual Cash Flow.
- B. In the event that Borrower desires to sell or refinance the Project, concurrently with any such sale or refinance of the Project (excluding the one-time refinance of

the construction loan for the Project into a term loan or "permanent loan" (which such refinancing shall include any conversion of the construction loan to a term loan pursuant to the terms of the construction loan documents)), Borrower shall pay to Lender the entire Loan amount then outstanding, including any accrued interest thereon and any other amounts owing under the Loan Documents.

- C. If any payment of interest and/or principal is not received by Lender within fifteen (15) days of when such payment is due, then in addition to the remedies conferred upon Lender pursuant to the provisions of this Note and/or the Loan Documents, a late charge of six percent (6%) of the amount of the payment due will be due and owing by Borrower and will be added to the delinquent amount to compensate Lender for the costs, expenses, and damages to Lender related to the delinquency of Borrower in making such payment, regardless of any notice and/or cure periods (if any). Acceptance of any late charge will not constitute a waiver of default with respect to the overdue payment, and will not prevent or delay Lender from exercising any of its rights or remedies available under this Note and/or the Loan Documents.
  - D. The following definitions shall apply for purposes of Section 2.A above:
    - (i) "Revenue" means with respect to any period all revenue, income, receipts, and other consideration actually received from the operation or leasing of the Project. Revenue shall include: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines, and amounts released from reserves. Revenue shall not include tenants' security deposits, interest on security deposits, loan proceeds, capital contributions or similar advances, payments from reserves, or interest on reserves.
    - (ii) "Operating Expenses" shall mean actual, reasonable, customary costs, fees and expenses directly attributable to the operation, maintenance, taxes and management of the Project; expressly including, without limitation: mandatory debt service on Senior Loans; onsite administrative costs; maintenance costs (including materials and labor); payments to the operating reserve account; reasonable and customary payments to a replacement reserve account; payments to reserves required by equity investors and/or Senior Lenders; utilities; permits and licenses; sewer charges; real and personal property taxes and assessments; insurance; security; advertising, promotion and publicity; a reasonable property management fee as approved by Senior Lenders; fees and expenses of accountants, attorneys, consultants and other professionals, to the extent directly related to the Project, including annual audits and tax return preparation costs payable to a third party; any partnership or asset management fees paid to the investor limited

- partner or general partners of Borrower, which fees shall not exceed the amount approved by Senior Lenders during any annual period; deferred development fees; and incentive leasing fees.
- (iii) "Senior Loan" means the loan of any Senior Lender to the Borrower in connection with the construction, development, operation or permanent financing of the Project.
- (iv) "Residual Cash Flow" means Revenues reduced by Operating Expenses, calculated on a calendar year basis. To the extent Senior Lenders use a different definition or calculation of Residual Cash Flow, such definition shall be used instead of the definition set forth in this Section.
- 3. **MATURITY DATE**. Unless the maturity date is accelerated as otherwise provided in this Note, the Loan principal balance and all accrued and unpaid interest and any other amounts due under any of the Loan Documents shall be due and payable on the earliest of (a) fifty-five (55) years from the date of the issuance of the final Certificate of Occupancy for the Project, or (b) an Event of Default by Borrower which has not been cured as provided for in the Loan Agreement.
- 4. **PLACE AND MANNER OF PAYMENT**. All amounts due and payable under this Note and any Loan Document are payable at the office of Lender as set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any currency of the United States which on the date of payment is legal tender for the payment of public and private debts.
- 5. **PREPAYMENT OF LOAN**. No prepayment penalty will be charged to Borrower for payment of any portion of this Note prior to the end of the Loan term.
- 6. **ACCELERATION BY REASON OF TRANSFER**. The Deed of Trust contains the following limitation on the right of Borrower to transfer the Property,

"In order to induce Beneficiary to make the loan, Trustor agrees that, in the event of any Transfer (as defined below), other than a Permitted Transfer (as defined below), or other Transfer approved by Beneficiary, without the prior written consent of Beneficiary, Beneficiary shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker or of the Note from any liability thereunder without the prior written consent of Beneficiary. As used herein, "Transfer" shall mean:

any sale, transfer, conveyance, assignment, lease (except leases of the Property in the ordinary course of business) or vesting of the Property or any part of the Property or

interest in the Property to or in any person, firm or entity, whether voluntary, involuntary, by operation of law, or otherwise (provided, however, that the foregoing shall not include the granting of utility easements in the ordinary course of Trustor's business);

any merger or consolidation of Trustor;

any hypothecation, mortgage, or encumbrance (excepting only an encumbrance by a Senior Lender in an amount that does not exceed the original principal amount of such Senior Lender's loan);

any dissolution of Trustor or sale or transfer of substantially all of the assets of the Trustor; and

any sale, transfer, conveyance or assignment (at one time or over any period of time) of twenty-five percent (25%) or more of the ownership interests of Trustor.

Notwithstanding anything to the contrary contained herein, the following shall not be deemed a "Transfer" under this Note or under any other Loan Document and shall be a "Permitted Transfer":

- (a) A conveyance of a security interest in the Property in connection with any loan by a Senior Lender;
- (b) The inclusion of equity participation by Trustor by addition of investor limited partners, or similar mechanisms, and the purchase of any such limited partnership interests by a tax credit equity investor and any subsequent transfer of such limited partnership interests by the tax credit equity investor therewith;
- (c) the removal by the tax credit equity investor of a general partner of
  Trustor and its replacement by the tax credit equity investor or by an
  affiliate of the tax credit equity investor, which removal shall be in
  accordance with the terms of the limited partnership agreement of Trustor;
- (d) The granting of easements or permits to facilitate the development of the Property in accordance with this Agreement."
- (e) Transfer to a limited partnership in which Tripoli CIC, LP a California limited partnership ("Tripoli") or an affiliate of Tripoli is a general partner; to a limited liability company in which Tripoli or an affiliate of Tripoli is a general partner; a limited liability company of which Tripoli or a nonprofit affiliate is a member; or transfer to Tripoli or a Tripoli affiliated nonprofit corporation.
- 7. **WAIVERS BY BORROWER**. Borrower hereby waives diligence, demand for payment, presentment for payment, protest, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents, if any). Borrower

waives to the full extent permitted by law, the right to plead any and all statutes of limitations and/or any defenses relating to marshaling of assets as a defense.

- 8. **DEFAULT AND ACCELERATION**. This Note is secured by the Deed of Trust. All provisions in the Deed of Trust and the Loan Agreement are hereby made a part of this Note. Borrower agrees that the unpaid balance of the principal amount of this Note, together with all accrued interest thereon and charges owing, shall, at the option of Lender, become immediately due and payable upon any Event of Default as defined in the Loan Agreement which has not been cured pursuant to the applicable agreement, including without limitation the failure of Borrower to make any payment when due. Upon any Event of Default, Lender may exercise any other right or remedy permitted under the Loan Documents.
- 9. **NOTICES**. Any notice, communications, or demands shall be in writing and may be communicated to Lender or Borrower at the addresses set forth in the Loan Agreement.
- 10. **BINDING UPON SUCCESSORS**. All provisions of this Note shall be binding upon and inure to the benefit of successors and assigns of Borrower and Lender.
- 11. **DEFINITIONS**. Capitalized terms not defined in this Note shall have the same meaning as defined in the Loan Agreement.
- 12. **GOVERNING LAW**. The Loan Documents shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law.
- 13. **CONFLICTS**. In the event that any provisions of this Note conflict with provisions of the Loan Agreement or the Deed of Trust, the terms of this Note shall control.
- 14. **SEVERABILITY**. Every provision of this Note is intended to be severable. If any provision of this Note is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.
  - 15. **TIME**. Time is of the essence in this Note.
- 16. **ATTORNEYS' FEES AND COSTS**. In the event of any Event of Default, or any legal action is commenced to interpret or to enforce the terms of this Note, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action, In addition, Borrower agrees to pay Lender all reasonable costs incurred in collection of amounts due under this Note which are not paid by the due date as specified herein, whether or not a legal action has been filed. All costs incurred by Lender in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the Borrower. Borrower will pay to Lender all attorney fees and other costs referred to in this Section 16 on demand, together with interest from the date of the demand at the Default Rate until paid.

- 17. **AMENDMENTS AND MODIFICATIONS**. Any amendments or modifications to this Note must be in writing, and shall be effective only if executed by both Borrower and Lender.
- Agreement, the Deed of Trust, or this Note which expressly sets forth an exception to the non-recourse provisions of this Promissory Note, which expressly sets forth an exception to the non-recourse provisions of this Promissory Note, the Loan and the obligations under the Deed of Trust and Loan Agreement shall be nonrecourse obligations of Borrower. Neither Borrower nor any of its officers, directors or general and limited partners shall have any personal liability for repaying the principal or interest of the Loan or for any other obligation set forth in this Note or in any other Loan Document. The sole recourse of Lender for repayment of the principal and interest shall be the exercise of Lender's rights against the Project under the Deed of Trust, including, without limitation, the right of Lender to bring a foreclosure action or other appropriate action or proceeding to enable Lender to enforce its rights and remedies to realize upon the collateral given to secure the obligations owing to Lender under the Loan Documents.

[SIGNATURE ON FOLLOWING PAGE]

The undersigned has executed the Promissory Note Secured by Deed of Trust as of the date set forth above.

## **BORROWER:**

# TRIPOLI CIC, LP,

a California limited partnership

By:	Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation, its Managing General Partner						
	Ву:	Juan P. Arroyo, Executive Vice President					
Ву:	CIC Tripoli, LLC, a California limited liability company, its Administrative General Partner						
	By:	Chelsea Investment Corporation, a California corporation, its Manager					
		By: Cheri Hoffman, President					

All signatures must be acknowledged.

ADD NOTARY 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	
	e me,, Notary Public
personally appeared	, who proved to me on the
basis of satisfactory evidence to be the	e person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me th	hat he/she/they executed the same in his/her/their
authorized capacity(ies), and that by h	nis/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the per	erson(s) acted, executed the instrument.
-	
I certify under PENALTY OF PERJU	RY under the laws of the State of California that the
foregoing paragraph is true and correc	et.
WITNESS my hand and official seal.	
Signature:	(Seal)
-	· · · ·

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## **EXHIBIT C**

# DEED OF TRUST SECURING AFFORDABLE HOUSING LOAN AGREEMENT AND PROMISSORY NOTE

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 27383 AND 27388.1(a)(2)(D)

Recording Requested by and When Recorded Please Return To:

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

Attn: Andrea Carranza, Deputy City Clerk

APN: 778-080-009

(Space above this line for Recorder's Use)

# DEED OF TRUST SECURING AFFORDABLE HOUSING LOAN AGREEMENT AND PROMISSORY NOTE

(CFD 2005-01 Annexation- Tripoli)

This Affordable Housing Loan Deed of Trust (the "Loan Deed of Trust") is dated, 2020,						
by Tripoli CIC, LP, a California limited partnership (the "Borrower"), whose business address is						
6339 Paseo Del Lago, Carlsbad, CA 92011, to First American Title Company, as trustee (the						
"Trustee"), whose business address is, for the benefit of						
City of Coachella, a California Municipal Corporation (the "City"), whose business address is						
53-990 Enterprise Way, Coachella, CA 92236, Attn: Deputy City Clerk.						
1. For the purpose of securing payment and performance under the Affordable						
Housing Loan (defined below), BORROWER HEREBY IRREVOCABLY GRANTS,						
TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale and right of entry and						
possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the						
real and personal property described in subsection a below ("Property"). This deed of trust is						
in lien priority with respect to the deeds of trust recording concurrently						
<b>herewith</b> . The term Property collectively includes the following:						
(a) all of that certain real property located in the County of Riverside, State of						
California, which property address is, City of Coachella, California 92236, as						
more fully described in Exhibit A attached hereto and incorporated herein by this reference;						
(b) all buildings, structures, improvements and fixtures now or hereafter						
erected thereon, and all appurtenances, easements, and articles of property now or hereafter						

affixed to, placed upon or used in connection with such real property and owned by Borrower or in which Borrower has an interest, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property;

- (c) subject to the rights and powers of City under Section 5.8 of this Loan Deed of Trust, all the rents, issues, profits, royalties, income and other benefits derived from use or occupancy of the Property;
- (d) all appurtenances, easements, rights of way and rights now owned or hereafter acquired by Borrower as they relate to the Property, including mineral, oil and gas rights and profits, water, water rights, and water stock; all rights title and interest of Borrower now owned or hereinafter acquired, in and to any land lying within the right of way of any street, open or proposed, adjoining all or any portion of the land on which the Property is located, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property; and all of which are hereby pledged and assigned, transferred, and set over unto Trustee, and for purposes of this Loan Deed of Trust declared to be part of the realty; provided, however, that the personal property of tenants of dwelling units in the buildings now or hereafter situated on said real property are not intended to be included within this Loan Deed of Trust except to the extent of Borrower's interest therein.
- 2. BORROWER HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY ASSIGNS to City all rents, royalties, issues, accounts and profits of or relating to the Property and all of Borrower's interest under all leases, subleases, rental agreements and other contracts and occupancy agreements relating to construction, use and possession for the purposes and upon the terms and conditions hereinafter set forth. This assignment is absolute, primary and direct and is not intended to be a separate or secondary pledge, or other form of additional security, and no further act or step is or shall be required of City to perfect this assignment. Notwithstanding the foregoing, City confers upon Borrower a license to collect and retain the rents, issues and profits of the Property as they become due and payable until an Event of Default (defined below in Section 5.6), upon the occurrence of which and following any applicable cure period said license shall be automatically revoked. This assignment shall not impose upon City any duty to cause the Property to produce rents nor shall City be deemed to be a mortgagee in possession by reason thereof for any purpose.
- 3. THE ABOVE GRANT, TRANSFER, AND ASSIGNMENTS ARE FOR THE PURPOSE OF SECURING:
- (a) Payment of the indebtedness evidenced by that certain promissory note entitled "Affordable Housing Loan Promissory Note Secured By Deed of Trust (the "Affordable Housing Loan Promissory Note") of Borrower in the face amount of Thirteen Million Five Hundred Sixty Eight Thousand Eight Hundred and Fifty Dollars (\$13,568,850) ("Loan"), together with interest on such indebtedness according to the terms of the Affordable Housing Loan Promissory Note, and any or all amendments, modifications, extensions or renewals of the Affordable Housing Loan Promissory Note and the indebtedness and all other sums becoming due and payable to City, or Trustee, pursuant to the terms of this Loan Deed of Trust.

- (b) Payment of such additional indebtedness, when evidenced by a promissory note or notes reciting the same to be secured by this Loan Deed of Trust, together with interest, as City at its sole discretion may advance to Borrower, or its successor in interest, from time to time and payment or performance of such other obligations as the then record owner of the Property may agree to pay or perform when evidenced by a promissory note or other instrument or agreement reciting that it is secured hereby.
- (c) Performance and observance of all of the terms, covenants and conditions to be performed or observed by Borrower under this Loan Deed of Trust, the Affordable Housing Loan Promissory Note, that certain document entitled Affordable Housing Loan Agreement executed between the Borrower, and City (the "Affordable Housing Loan Agreement") and any other document evidencing or securing the loan and any other document evidencing or securing the Affordable Housing Loan (all of which shall collectively be referred to as the "Affordable Housing Loan Documents").
- (d) Payment of all other obligations owed by Borrower to City that by their terms recite that they are secured by this Loan Deed of Trust.
- (e) Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any liens, encumbrances, declarations, easements or restrictions of record as of the date of recordation of this Loan Deed of Trust.
- 4. TO PROTECT THE SECURITY OF THIS LOAN DEED OF TRUST, BORROWER AGREES:
  - 4.1 Maintenance of the Property.
- (a) To keep the Property in a decent, safe, sanitary, rentable and tenantable condition and repair and permit no waste thereof;
- (b) Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;
- (c) Not to construct any buildings or improvements on the Property, other than the buildings and improvements approved by City, or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;
- (d) To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Loan Deed of Trust;
- (e) To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

- (f) Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without City's prior written consent; and
- (g) Not to materially alter the use of all or any part of the Property without the prior written consent of City.

#### 4.2 Insurance.

To keep the Property including all furniture, equipment and other insured, (a) with loss payable to City (subject to the right of senior lien holders), against loss or damage by fire and such other hazards, casualties and contingencies, including but not limited to flood insurance (if said property is located in a flood plain as designated by Federal Emergency Management Agency (FEMA)) and liability insurance under policies, approved by City, by companies licensed to do business in the State of California and Rated A- or higher in the most recent edition of Best Insurance Guide, on such forms and in such amounts, at least equal to the replacement value, as City may from time to time require, and to deliver certificates of all such policies to City, together with receipts, if requested, satisfactory to City evidencing of the payment of the premiums. Specific insurance requirements are detailed in Exhibit D of the Affordable Housing Loan Agreement. Borrower shall provide City with thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Certificates evidencing renewal and any replacement policies, together with premium receipts, if requested, shall be delivered to City at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor City shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. CITY HEREBY DISCLOSES TO BORROWER IN WRITING THAT UNDER SECTION 2955.5 OF THE CALIFORNIA CIVIL CODE:

> "No lender shall require a Borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

- (b) Effective on the occurrence of any Event of Default, all of Borrower's right, title and interest in all policies of property insurance and any unearned premiums paid are assigned to City, who may assign them to any purchaser of the Property at any foreclosure.
- (c) Trustor shall keep general liability insurance for the Property in the amount of one million and no/100 dollars (\$1,000,000) per occurrence and two million and no/100 dollars (\$2,000,000) in the aggregate, with City as additional insured.
- 4.3 Payment of Taxes and Charges. Borrower shall pay, when due, all taxes and assessments, both general and special, fines, penalties, levies and charges of every type or nature levied upon or assessed against any part of the Property or upon Trustee's or City's interest in the Property. The Borrower shall have the right to contest in good faith any such amounts but in no event shall Borrower allow penalties or such other charges accrue because of late payments.

- 4.4 Payment and Discharge of Liens. Borrower shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof and shall not at any time create or allow to exist any lien on the Property or any part thereof of any kind or nature other than this Loan Deed of Trust; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien; (b) such of the above claims as are, and only during the time they are being contested by Borrower in good faith and by appropriate legal proceedings; and (c) those matters affecting title which appeared in the title insurance policy or binder delivered to City at the time of recording of this Loan Deed of Trust or which have at any time been consented to in writing by City. Borrower shall post security for the payment of these contested claims as may be requested by City.
- 4.5 Rights of City to Remedy Defaults. If Borrower defaults in payment of any tax, assessment, lien, encumbrance, claim, insurance premium, or any other proper charge, in whole or in part, or defaults in the performance of any of the Affordable Housing Loan Documents beyond any applicable cure period, City at any time and from time to time, with notice to and following a demand upon Borrower, may make such payments or perform any such acts required of Borrower, to such extent and in any form or manner deemed expedient by City, and pay any other sums, expenses and charges, including attorney fees, necessary to protect the Property and the lien of this Loan Deed of Trust, without incurring any obligation or releasing Borrower from any obligations and without waiving or curing any default. City shall exercise reasonable judgment with respect to the validity, priority, and amount of any such tax, assessment, lien, premium, claim or charge so paid by it, and the necessity for the performance by City of any such obligation which Borrower was required but failed to perform. City, at its option, shall be subrogated to any tax, assessment, lien, premium, claim or charge which it has paid under these provisions and any such subrogation rights shall be additional and cumulative security to those set forth in the Affordable Housing Loan Documents. In the event that the Property is or becomes encumbered by liens or deed(s) of trust other than this Loan Deed of Trust, then a default under such other lien or deed(s) of trust shall constitute a default under this Loan Deed of Trust.
- 4.6 Repayment to City. Upon City's payment of any tax, assessment, lien, encumbrance, claim, insurance premium or other charge which Borrower fails to pay, or upon City's performance of any obligation which Borrower fails to perform, all as set forth in paragraph 4.5 above, the amount so paid or the cost of performing any such obligation, together with other sums paid or incurred by City, including charges, expenses and attorney fees relating to or growing out of such default, with interest thereon from date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be paid by Borrower to City upon written demand. For the purposes of this paragraph 4.6, the term "... charges, expenses and attorney fees relating to or growing out of such default . ." shall include but not necessarily be limited to the cost of obtaining, after the filing of a notice of default but prior to the foreclosure sale, a "Phase I" environmental site assessment of the Property by a qualified environmental professional and, if warranted in the opinion of such professional, a "Phase II" assessment. The aggregate of all such amounts, including interest, shall be secured by the lien of this Loan Deed of Trust.

4.7 Defense of Actions and Payment of Costs. Borrower shall appear in and defend all actions and proceedings purporting to affect the Property or any right or power of City or Trustee hereunder, provided that City and Trustee, or either of them, may appear in and defend any such action or proceeding and City is authorized to pay, purchase or compromise on behalf of Borrower any lien or claim which in its judgment appears to or purports to affect the security of or to be superior to this Loan Deed of Trust except as provided in Section 5.19 hereof. Borrower shall pay on demand all sums so expended and all charges, expenses and attorney fees incurred, with interest from the date of expenditure at the lesser amount of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum. Borrower shall give City prompt written notice in writing of: (i) the assertion of any claim against the Property; (ii) the filing of an action or proceeding involving the Property; (iii) the occurrence of any damage to any of the Property; (iv) any condemnation of the Property; and (v) any other material nonmonetary default pertaining to the Property.

#### 5. IT IS MUTUALLY AGREED THAT:

5.1 Awards and Damages. Subject to the rights of senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of: (a) taking of all or any part of, or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property, or any part thereof by insured casualty; and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and paid to City. City is authorized and empowered (but not required) to collect and receive any such sums, and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as City shall determine at its option; City shall be entitled to settle and adjust all claims under insurance policies provided under this Loan Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by City may be released to Borrower upon such conditions as City may impose for its disposition. If it is determined that there are sufficient funds to restore or repair the Property proceeds should be used to restore or repair the Property. Application of all or any part of the amounts collected and received by City or the release thereof shall not cure or waive any default under this Loan Deed of Trust.

## 5.2 Sale, Forbearance and Late Payment.

- (a) No sale of the Property, forbearances on the part of City or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.
- (b) City's acceptance of late payment of any sum shall not constitute a waiver of its rights to require prompt payment when due of all other indebtedness, or to declare a default for any failure so to pay, or to proceed with foreclosure or sale for any other default then existing. City's acceptance of partial payment of any sum after default shall not cure such default or affect any notice of default unless such notice of default is expressly revoked in writing by City.

- 5.3 City's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: City may, at its sole discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness; (ii) extend the time for or agree to alter the terms of payment of any or all such indebtedness; and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and Trustee, acting pursuant to the written request of City, may reconvey all or any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any such agreement of extension or subordination.
- 5.4 Reconveyance. Upon written request of City stating that all sums and obligations secured hereby have been discharged, or otherwise as requested in writing by City, and upon surrender of this Loan Deed of Trust and the Affordable Housing Loan Promissory Note and any additional loan notes to Trustee for cancellation, and upon payment to Trustee of its fees and expenses, Trustee shall reconvey, without warranty, the Property or that part thereof then held hereunder. The recitals in any reconveyance shall be conclusive proof of their truthfulness and the grantee in any such reconveyance may be described "as the person or persons legally entitled thereto." When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, royalties, issues, accounts, and profits of the Property to the person or persons legally entitled thereto.
- 5.5 Events of Default. Any one or more of the following events shall constitute a default under this Loan Deed of Trust, subject to any notice and/or cure period provided for in the Affordable Housing Loan Documents: (a) failure of the Borrower to pay the senior or junior lienholders indebtedness or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise, subject to all applicable grace periods; or (b) failure of Borrower to observe or to perform any material covenant, condition or agreement to be observed or performed by Borrower pursuant to the Affordable Housing Loan Documents; or (c) any representation or warranty made by the Borrower proves to be false or misleading in any material respect at the time such representation or warranty is made; (d) bankruptcy or insolvency of Borrower or any guarantor of the Borrower for the Affordable Housing Loan Documents; or (e) the occurrence of any event which, under the terms of the Affordable Housing Loan Documents and the expiration of all applicable notice and cure periods, shall entitle City to exercise the rights or remedies thereunder.

Notwithstanding anything to the contrary herein, if Borrower's tax credit investor limited partner offers to cure a Default by Borrower under the Affordable Housing Loan Documents, including this Loan Deed of Trust, City shall accept such offer on the same basis as if made or tendered by the Borrower.

- 5.6 Acceleration and Sale.
- (a) Acceleration. In the event of any default as set forth in paragraph 5.6 above, City, without demand on Borrower, may declare all sums hereby secured immediately Loan Deed of Trust

due and payable by notice thereof to Borrower or by executing and recording or by causing the Trustee to execute and record a notice of default and election to cause the Property, and any personal property secured hereby, either separately or together, to be sold to satisfy the obligations secured hereby or by the commencement of an appropriate action to foreclose this Loan Deed of Trust or by any other appropriate manner;

(b) Sale. After delivery to Trustee of a notice of default and demand for sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower, Trustee or City, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied.

The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee, and after deducting all costs, expenses and fees of Trustee and of this Loan Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Affordable Housing Loan Promissory Note or otherwise, or representing advances made or costs or expenses paid or incurred by City under this Loan Deed of Trust, or the Affordable Housing Loan Documents or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured hereby, including interest as provided in this Loan Deed of Trust, the Affordable Housing Loan Documents or any other such instrument, in such order as City shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

Entry Possession and Receivership. In the event of any default as set forth in paragraph above, and irrespective of whether City accelerates the maturity of all indebtedness secured hereby or files a notice of default hereunder, City at any time, without notice of demand or regard to the adequacy of any security for the indebtedness and obligations hereby secured, in person, or by any agent or employee, or by receiver appointed by a court, but subject to the rights of residential tenants at the Property, may enter upon and take the possession of the Property or any part thereof and Borrower agrees to surrender such possession to City, and perform any acts, including the right to rent, lease, operate and maintain any part of all of the Property, which City deems necessary or proper to conserve the Property, and may sue for or otherwise collect and receive all rents, royalties, issues, accounts and profits thereof, including those past due as well as those accruing thereafter. Borrower hereby presently assigns to City, absolutely and regardless of possession of the Property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of all or any part of the Property, now existing or hereafter made, reserving to Borrower only the right, prior to any such default, to collect and retain such rents as they become due, but not otherwise. Borrower shall on demand execute such further assignments to City of any or all such leases, agreements, rents or

monies as City may require, and deliver to City a fully executed original of any or all such leases or agreements. City, in person, or by any agent, employee or receiver, may also take possession of, and for these purposes use, any and all of Borrower's personal property contained in or on the Property and used by Borrower in the operation, rental or leasing thereof or any part thereof. The expenses (including, but not limited to, receiver's fees, attorney fees and agent's compensation) incurred by City pursuant to the power herein contained shall be secured hereby. City may bring or defend any legal action in connection with the Property, as it may deem proper, and may, from time to time, make all necessary or proper repairs, replacements and alterations to the Property, as to it may seem judicious, and may insure and reinsure the same, and may lease the Property or any part or parts thereof in such parcels and for such periods and on such terms as to it may seem fit, including leases for terms expiring after the maturity of the indebtedness hereby secured, and may terminate and lease for any cause which would entitle Borrower to terminate it. After deducting the expenses of managing and operating the same and all maintenance, repairs, replacements and alterations and all payments which may be made for taxes, assessments, liens, claims, insurance premiums, or other proper charges of the Property or any part thereof, including fair and reasonable compensation for attorneys and for agents employed by City to manage and operate the Property, City may apply any and all remaining funds to the payment of the indebtedness hereby secured in such order and proportion as City may determine. Neither application of said amounts to such indebtedness nor any other action taken by City under this subparagraph shall cure or waive any default hereunder or nullify the effect of any such notice of default or invalidate any act done pursuant to such notice or any cause of action to foreclose this Loan Deed of Trust. The right to enter and take possession of the Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. City shall be liable to account only for such rents, royalties, issues, accounts and profits actually received by it,

- 5.8 Attorney Fees. If Trustee or City shall be made parties to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Trustee or City under this Loan Deed of Trust, or if City employs an attorney to collect any or all of the indebtedness hereby secured or to foreclose this Loan Deed of Trust, or authorizes Trustee to conduct trustee's sale proceedings hereunder, then Trustee and City shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorney fees incurred by them or either of them in any such case whether or not suit be commenced, and the same, together with interest thereon from the date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be secured hereby as provided in paragraphs 4.5, 4.6, and 4.7.
- 5.9 Exercise of Remedies; Delay. No exercise of any right or remedy by City or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by City or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.
- 5.10 Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to City, to be exercised at any time hereafter,

without specifying any reason therefor by filing a deed of appointment for record in the office where this Loan Deed of Trust is recorded, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever City deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

- 5.11 Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.
- (a) This Loan Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of City as secured party for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants City a security interest in said items. This Loan Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of City (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Loan Deed of Trust. The types or items of collateral are described in paragraph 1 of this Loan Deed of Trust. Borrower agrees that City may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Borrower agrees to execute and deliver to City, upon City's request, and further authorizes City to file, with or without Borrower's signature, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as City may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as City may reasonably require. After the date hereof, and without the prior written consent of City (which consent shall not be unreasonably withheld, conditioned or delayed), Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted in the Affordable Housing Loan Documents. Upon an acceleration as provided in paragraph 5.7, City shall have the remedies of a secured party under the Uniform Commercial Code and, at City's option, may also invoke the other remedies provided in this Loan Deed of Trust and the Affordable Housing Loan Documents as to such items. In exercising any of said remedies, City may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of City's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Loan Deed of Trust, in the Affordable Housing Loan Documents, or by law.

Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as anywise derogating from or

impairing this Loan Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

- (b) Similarly, the mention in any such financing statement of (i) compensation for damage to or destruction of the Property by insured casualty, or (ii) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (iii) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as altering in any manner any of City's rights as determined by this Loan Deed of Trust or impugning the priority of City's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of City in the event that any court or judge shall at any time hold with respect to (i), (ii) or (iii) of this paragraph that notice of City's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.
- 5.12 Remedies Cumulative. No remedy herein contained or conferred upon City or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to City or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- 5.13 Successors, Assigns, Gender, Number. The covenants and agreements herein contained shall bind, and the benefit and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.
- 5.14 Headings. The headings are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Loan Deed of Trust, or of any particular provision, thereof, or the property construction thereof.
- 5.15 Actions on Behalf of City. Except as be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by City is required or permitted under this Loan Deed of Trust, such action shall be in writing.
- 5.16 Terms. The words "City" means City of Developmental Services, or any future owner or holder, including pledgee, of the indebtedness secured hereby.
- 5.17 Obligations of Borrower. If more than one person has executed this Loan Deed of Trust as "Borrower," the obligations of all such persons hereunder shall be joint and several.
  - 5.18 Miscellaneous Provisions.
    - (a) Intentionally Omitted.

- (b) Governing Law; Severability. This Agreement shall be construed in accordance with and governed by the laws of the State of California. If any provision of this Loan Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- (c) Indemnification. Borrower shall indemnify and hold City, its officers and agents, harmless against any and all losses, claims, demands, penalties and liabilities which City, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Loan Deed of Trust and not assert any claim against City, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold City, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Loan Deed of Trust. Borrower shall pay City upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by City as a result of any legal action arising out of this Loan Deed of Trust. Notwithstanding the foregoing, the Borrower shall not be obligated to indemnify City against loss resulting from the gross negligence or willful misconduct of City.
- (d) Estoppel Certificate. When requested by City, from time to time, the Borrower shall execute an estoppel certificate in favor of City, which certificate shall certify as to the absence of any default by City in the performance of its obligations hereunder or, if any such defaults exist, their existence as of the date of the certificate.
- (e) Set off. Borrower shall not, under any circumstances, fail or delay to perform (or resist the enforcement of) any of its obligations to City in connection with this Loan Deed of Trust or any other contract, note or instrument executed by Borrower in favor of City because of any alleged offsetting claim or cause of action against City (or any indebtedness or obligation of City) which has not been confirmed in a final judgment of a court of competent jurisdiction (sustained on appeal, if any) against City. Borrower hereby waives any such rights of set off (or offset) which it might otherwise have with respect to any such claims or causes of action against City or any such obligations or indebtedness of City, unless and until such right of set off (or offset) is confirmed and liquidated by such final judgment. Borrower further waives any right which it might otherwise have (if any) to require a marshalling of any security of City, or to direct the order in which City pursues its rights or remedies with respect to any of its security.
- 5.19 Recording Order and Subordination. This Loan Deed of Trust regardless of order of recordation, is junior and subordinate to the senior deeds of trust, recorded concurrently herewith.
- 5.20 Notices. All notices required under this Loan Deed of Trust shall be delivered, by certified mail or overnight courier service, to the parties to this Loan Deed of Trust at the addresses set forth below.

City: City of Coachella 53-990 Enterprise Way

Coachella, CA 92236 Attn: City Manager

#### **Borrower:**

Tripoli CIC, LP c/o Chelsea Investment Corporation 6339 Paseo Del Lago Carlsbad, CA 92011 Attention: Cheri Hoffman, President

With copy to:

Winthrop & Weinstine, PA 225 South Sixth Street, Suite 3500 Minneapolis, MN 55426 Attn: Jon L. Peterson, Esq.

If to Borrower, with a copy to Borrower's limited partner:

USA Institutional Tripoli LLC 777 West Putnam Avenue Greenwich, CT 06830 Attn: Joanne D. Flanagan, Esq.

Space Intentionally Left Blank [Signature page follows]

IN WITNESS WHEREOF, Borrower has executed this Loan Deed of Trust on the day and year set forth above. If a mailing address is set forth below its signature, and not otherwise, Borrower shall be deemed to have requested that a copy of any notice of default and of any notice of sale hereunder be mailed to it at such address.

### **BORROWER:**

	OLI CIO fornia l	C, LP, imited partnership				
Ву:	Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation, its Managing General Partner					
	Ву:	Juan P. Arroyo, Executive Vice President				
Ву:	a Cali	Cripoli, LLC, fornia limited liability company, lministrative General Partner				
	By:	Chelsea Investment Corporation, a California corporation, its Manager				
		By: Cheri Hoffman, President				

All signatures must be acknowledged.

ADD NOTARY ACKNOWLEDGEMENT

Item 22.

# ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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.

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					Signature of Notary Public
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	Partner(s)		Limited General		
	Attorney-In-Fact Trustee(s) Guardian/Conservator				Number Of Pages
	Other:				March 23, 2023
	ner is representing: ne Of Person(s) Or Entity(ies)				Date Of Document
					Signer(s) Other Than Named Above

Item 22.

# ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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.

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				OPTION.	AL
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	CAPACITY CLAIM	ED B	Y SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
	Individual Corporate Officer				
	Titl	e(s)			Title or Type of Document
	Partner(s)		Limited General		
	Attorney-In-Fact Trustee(s) Guardian/Conservator		General		Number Of Pages
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	ner is representing: ne Of Person(s) Or Entity(ies)				Date Of Document
				<del></del> -	Signer(s) Other Than Named Above

## EXHIBIT A LEGAL DESCRIPTION

Real property in the City of Coachella, County of Riverside, State of California, described as follows:

### PARCEL A:

#### PARCEL 1:

A PORTION OF LOT 11, SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF BAGDAD AVENUE, AND TRIPOLI WAY:

THENCE SOUTH 89° 54' WEST, 272 FEET ALONG THE CENTER LINE OF BAGDAD AVENUE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 54' WEST ALONG THE CENTER LINE OF BAGDAD AVENUE, 356.67 FEET, MORE OR LESS, TO THE EASTERLY LINE OF HIGHWAY 99 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF HIGHWAY 86, 102.88 FEET;

THENCE NORTH 89° 54' EAST, 356.67 FEET;

THENCE SOUTH 00° 06' EAST, 102.88 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE SOUTH 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPTING THEREFROM THE WESTERLY 17.00 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26947 OF OFFICIAL RECORDS.

#### **PARCEL 2:**

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE STATE HIGHWAY, AS SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7 PAGE 38 OF RECORD OF SURVEY, RIVERSIDE COUNTY RECORDS, 102.88 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 11;

THENCE CONTINUING NORTHERLY ON SAID EAST LINE OF 140.20 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JENNY JEFFERY, ET AL, BY DEED RECORDED APRIL 12, 1929 IN BOOK 804 PAGE 423 OF DEEDS;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 11, 229 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED TO JEFFERY;

THENCE NORTH 36° 04' WEST ALONG THE NORTHEASTERLY LINE OF THE JEFFERY PARCEL, 75 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL CONVEYED TO ROBERT J. FERRAUD BY DEED RECORDED DECEMBER 6, 1972 AS INSTRUMENT NO. 161111;

THENCE NORTH 53° 36' EAST ON THE SOUTHEAST LINE OF SAID PARCEL CONVEYED TO FERRAUL AND ITS NORTHEASTERLY EXTENSION, 159.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY; THENCE SOUTH 36° 04' EAST ON SAID SOUTHWESTERLY LINE, 313.43 FEET MORE OR LESS, TO A POINT 142.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11, SAID POINT BEING ON THE NORTH LINE OF THAT CENTER PARCEL CONVEYED TO LEONHARDT SWINGLE AND LEE J. ANDERSON BY DEED RECORDED NOVEMBER 22, 1934 IN BOOK 201 PAGE 555 OF OFFICIAL RECORDS;

THENCE NORTH 89° 54' EAST ON SAID NORTH LINE OF THE LEONHARDT-ANDERSON PARCEL, 40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER BEING A POINT ON THE CENTER LINE OF TRIPOLI WAY;

THENCE SOUTH 36° 04' EAST TO A POINT WHICH IS 102.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11:

THENCE SOUTH 89° 54' WEST, 566.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 20 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26942 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE WELL SITE DESCRIBED AS;

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORDS OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40 FEET;

THENCE EAST 43 FEET:

THENCE SOUTH 40 FEET;

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

### **PARCEL 3:**

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 FEET:

THENCE EAST 43 FEET;

THENCE SOUTH 40 FEET:

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

### PARCEL B:

THAT PORTION OF LOT 11 IN SECTION 5, T. 6 S., R. 8 E., S.B.B.& M. AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY, ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED TO ROBERT J. FERRAUD RECORDED ON DECEMBER 6, 1972 AS INSTRUMENT NO. 161111, OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE;

THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID REAL PROPERTY OF ROBERT J. FERRAUD, SOUTH 36° 04' 00" EAST, 122.89 FEET TO THE MOST EASTERLY CORNER OF SAID REAL PROPERTY OF ROBERT J. FERRAUD;

THENCE NORTH 53° 56' 00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY;

THENCE NORTH 36° 04' 00" WEST, ALONG SAID SOUTHWESTERLY LINE OF TRIPOLI WAY, 122.89 FEET TO SAID SOUTHEASTERLY LINE OF SIXTH STREET;

THENCE SOUTH 53° 56' 00" WEST, ALONG SAID SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE POINT OF BEGINNING.

APN: 778-081-003 (Affects Parcel A) and 778-081-001 (Affects Parcel B)

26096422v2

### **EXHIBIT D**

# <u>Affordable Housing Regulatory Agreement</u>

FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 6103 AND 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Coachella 53-990 Enterprise Way Coachella, CA 92236 Attn: City Manager

#### AFFORDABLE HOUSING REGULATORY AGREEMENT

This Affordable Housing Regulatory Agreement (the "Regulatory Agreement") dated May 26, 2023, for reference purposes only, by Tripoli CIC, LP, a California limited partnership ("Owner"), hereby given to and on behalf of the City of Coachella (the "City").

#### RECITALS

This Regulatory Agreement affects that certain real property commonly known as Tripoli, located at 51392 Cesar Chavez and in the City of Coachella, County of Riverside, State of California, as more particularly described in the Legal Description attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**Property**") and is entered into based on the following facts and understandings:

- 1. Pursuant to the terms of the Affordable Housing Loan Agreement dated as of even date herewith (the "Loan Agreement"), the City agreed to provide Owner with a loan under the Program (the "Loan") in an amount not to exceed \$13,568,850. The Loan Agreement requires Owner to use the Loan to prepay the special assessments to be imposed upon a 108-unit affordable housing development (the "Affordable Housing Development") to be constructed on the Property for the next fifty-five (55) years, all as specified in the Loan Agreement.
- 2. To ensure the construction and continued operation of the Affordable Housing Development and as consideration for the Loan, Owner agreed to enter into this Regulatory Agreement, to restrict the development, use and occupancy of the Affordable Housing Development.

3. The term "Owner" as used in this Regulatory Agreement shall include all successors, assigns and transferees of any or all of the Owner's interest in the Affordable Housing Development and the Property.

**NOW, THEREFORE,** Owner, in consideration of the City's Loan to Owner and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby covenants, agrees and declares that the Property shall be owned, held, used, maintained, and transferred pursuant to the following restrictive covenants (the "**Covenants**") and that such Covenants shall be binding upon all of Owner's successors, assigns and transferees to the Property, and all leases, tenants, contractors, agents, and all persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing.

#### **COVENANTS**

1. Construction, Operation and Maintenance of the Affordable Housing Development. Owner, for itself and for any successors-in-interest to and transferees or assigns of the Property, hereby declares and covenants that the Property is restricted to the development and use of the Affordable Housing Development and uses ancillary to such housing and other uses as may be reasonably approved by the City in its sole discretion. The Affordable Housing Development shall be comprised of, at the minimum, the number and size of units, have such occupancy and affordability restrictions and such other characteristics as are described in Exhibit B, "Affordable Housing Development Description," attached hereto and incorporated herein by this reference.

# 2. Repair and Maintenance of the Property and other Building or Improvements of the Affordable Housing Development. Owner agrees:

- To keep the Property in a decent, safe, sanitary, rentable, tenantable condition and repair, and permit no waste thereof;
- Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;
- c. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of the Affordable Housing Development or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;
- d. To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to this Covenant:
- e. To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

- f. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the City's prior written consent; and
- g. Not to alter the use of all or any part of the Property without prior written consent of the City.

# 3. Restrictions on Sale, Encumbrance, and Other Acts.

- a. Except with the City's prior written approval, which shall not be unreasonably withheld, Owner shall not make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer in any other form of the Property or the Affordable Housing Development or of any of its interest in either of them.
- b. The City may grant its approval for a sale, transfer or conveyance of the Property or the Affordable Housing Development subject to such terms and conditions as may be necessary to preserve or establish the fiscal integrity of the Property or the Affordable Housing Development.
- **Charges**; Liens. Owner shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property or to the Affordable Housing Development, if any, by Owner making payment, when due, directly to the payee thereof. Owner shall promptly furnish to City all notices of amounts due under this paragraph, and in the event Owner shall make payment directly, Owner shall promptly furnish to City receipts evidencing such payments. Owner shall pay when due all encumbrances, charges, and liens, on the Property or to the Affordable Housing Development, any portion thereof and payments on notes or other obligations secured by an interest in the Property or Affordable Housing Development, any portion thereof, with interest in accordance with the terms thereof. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, provided that Owner does so diligently and without prejudice to City.

# 5. <u>Hazard and Liability Insurance and Condemnation.</u>

- a. The Owner shall at all times keep the Property and the Affordable Housing Development insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by the City. All insurance policies and renewals thereof shall be issued by a carrier and in form acceptable to the City.
- b. In the event of any fire or other casualty to the Property or Affordable Housing Development or eminent domain proceedings resulting in condemnation of the Property or Affordable Housing Development or any part thereof, Owner shall have the right to rebuild the Property or the Affordable Housing Development, and, subject to the rights of Senior Lenders, to use all available insurance or condemnation proceeds therefore, provided that, as determined by the City in its sole discretion, (a) such proceeds are sufficient to rebuild the Property or Affordable Housing Development in a manner that ensures continued operation of

the Affordable Housing Development and as consideration for the Loan, (b) the City shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material breach or default then exists under the Loan. If the casualty or condemnation affects only part of the Property or Affordable Housing Development and total rebuilding is infeasible, then, subject to the rights of Senior Lenders, proceeds may be used for partial rebuilding and/or partial repayment of the Loan.

- **Covenants Run with the Land.** The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land. Owner expressly acknowledges and agrees that the Covenants are reasonable restraints on Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.
- **7. Binding Effect.** Any purchaser of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefor, whether from Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the Covenants set forth in this Regulatory Agreement.
- 8. <u>Term of Regulatory Agreement.</u> The Covenants in this Regulatory Agreement shall be binding, effective and enforceable commencing upon the execution of this Regulatory Agreement and shall continue in full force and effect for a period of fifty-five (55) years after a certificate of occupancy or its equivalent has been issued for the Affordable Housing Development by the local jurisdiction or, if no such certificate is issued, from the date of initial occupancy of the Affordable Housing Development.
- **9.** <u>Building Permits.</u> Owner agrees not to apply for or accept any permits for the construction of improvements on the Property inconsistent with the Affordable Housing Development as described in **Exhibit B** hereto.
- **10.** <u>Default.</u> The following shall constitute a default of this and shall entitle the City to all of the remedies contained herein.
  - a. Any failure to perform the Covenants under this Regulatory Agreement, which remains uncured for sixty (60) days following written notice to Owner thereof.
- 11. <u>Remedies.</u> The City and its successors and assigns may use any or all of the following provisions in the event of a default or breach of this Regulatory Agreement. The failure by the City to exercise any specific right or remedy shall not preclude the City from exercising any other

right or remedy, or from maintaining any action to which it may otherwise be entitled at law or in equity:

- a. <u>Specific Performance.</u> The development, use and maintenance of the Property as an Affordable Housing Development in accordance with **Exhibit B** attached to this Regulatory Agreement is of a special and unique kind and character, so that a breach of any material provision of this Regulatory Agreement by Owner, its successors, assigns or transferees, would not have an adequate remedy at law. Therefore, the City's rights in the affordable housing provisions may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.
- b. <u>Injunctive Relief.</u> In pursuing specific performance of the Covenants, the City shall be entitled to petition the court for injunctive relief to preserve the City's interests in the Property and its rights under this Regulatory Agreement. Such injunctive relief may include, but is not limited to, an order of the court restraining any development of the Property inconsistent with the Covenants made herein.

## 12. City Review and Inspection.

- a. At any time during the term of this Regulatory Agreement and upon prior written notice of at least three business days, the City or its designee may enter and inspect the Property and inspect all accounting records pertaining to compliance with this Regulatory Agreement. Upon request by the City, the Owner shall notify occupants of upcoming inspections of their units in accordance with state law.
- b. At the City's request, the Owner shall provide, at Owner's expense, a special audit of the Affordable Housing Development certified by an independent certified public accountant.
- c. The City may request any other information that it deems necessary to monitor compliance with the Covenants and other requirements set forth in this Regulatory Agreement. The Owner shall provide such information within 14 days from the City's written request for such information.
- d. The Owner agrees to regular monitoring of the housing development by the City or such designee the City may name at any time during the term of this Regulatory Agreement, to verify compliance with the requirements of this Regulatory Agreement. The Owner, or designee, shall submit annual reports as required by the City on forms approved or provided by the City, detailing components of the on-going operations of the housing development, as noted in this subsection. The components of annual operations for which reporting is required, which the City retains the right to inspect, or cause to be inspected, include, and are not limited to:
  - (1) The Affordable Housing Development, including interior of units, common areas, and exterior of the development;

- (2) Tenant files, demonstrating compliance with affordability standards under this Regulatory Agreement;
- (3) Financial records, including the right to request a certified financial audit of the revenue, expenses, and operations of the housing development; and
- (4) Insurance records to ensure continuous insurance coverage in accordance with City and Program requirements.
- 13. Owner Representations. Owner represents and warrants to the City that: (1) Owner has sufficient interest in the Property to own, develop, construct and operate the Affordable Housing Development in accordance with this Regulatory Agreement, (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Regulatory Agreement, (3) Owner has the full right and authority to enter into this Regulatory Agreement, (4) this Regulatory Agreement constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms, and (5) Owner is duly organized and authorized to do business in the State of California.
- **14. Governing Law.** This Regulatory Agreement shall be interpreted and be governed by the laws of the State of California.
- **15. Severability.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

**IN WITNESS WHEREOF,** the Owner has caused this Regulatory Agreement to be signed by its duly authorized representative, as of the day and year first written above.

## **OWNER:**

## TRIPOLI CIC, LP,

a California limited partnership

By: Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation, its Managing General Partner

By: Juan P. Arroyo, Executive Vice President

By: CIC Tripoli, LLC, a California limited liability company, its Administrative General Partner

By: Chelsea Investment Corporation, a California corporation, its Manager

By:

Cheri Hoffman, President

All signatures must be acknowledged.

ADD NOTARY 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.

COUNTY OF		
personally appeared of satisfactory evidence to be the acknowledged to me that he/she	he person(s) whose name(s) i e/they executed the same in h s) on the instrument the perso	, Notary Public,, who proved to me on the basis s/are subscribed to the within instrument and nis/her/their authorized capacity(ies), and on(s), or the entity upon behalf of which the
I certify under PENALTY OF I paragraph is true and correct.	PERJURY under the laws of	the State of California that the foregoing
WITNESS my hand and officia	al seal.	
Signature:		(Seal)

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.

COUNTY OF					
personally appeared of satisfactory evidence acknowledged to me tha	to be t t he/sh ature(s	the person(s) whose name/they executed the s	ame(s) is/are subs ame in his/her/the	, Notary Public,, who proved to me on the basis scribed to the within instrument an eir authorized capacity(ies), and he entity upon behalf of which the	d
I certify under PENALT paragraph is true and cor		PERJURY under the	laws of the State	of California that the foregoing	
WITNESS my hand and	offici	al seal.			
Signature:			(Seal)		

#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Coachella, County of Riverside, State of California, described as follows:

#### PARCEL A:

#### PARCEL 1:

A PORTION OF LOT 11, SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF BAGDAD AVENUE, AND TRIPOLI WAY; THENCE SOUTH 89° 54' WEST, 272 FEET ALONG THE CENTER LINE OF BAGDAD AVENUE TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 54' WEST ALONG THE CENTER LINE OF BAGDAD AVENUE, 356.67 FEET, MORE OR LESS, TO THE EASTERLY LINE OF HIGHWAY 99 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF HIGHWAY 86, 102.88 FEET; THENCE NORTH 89° 54' EAST, 356.67 FEET; THENCE SOUTH 00° 06' EAST, 102.88 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; EXCEPTING THEREFROM THE SOUTH 30 FEET FOR ROAD PURPOSES; ALSO EXCEPTING THEREFROM THE WESTERLY 17.00 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26947 OF OFFICIAL RECORDS.

#### PARCEL 2:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE STATE HIGHWAY, AS SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7 PAGE 38 OF RECORD OF SURVEY, RIVERSIDE COUNTY RECORDS, 102.88 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 11; THENCE CONTINUING NORTHERLY ON SAID EAST LINE OF 140.20 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JENNY JEFFERY, ET AL, BY DEED RECORDED APRIL 12, 1929 IN BOOK 804 PAGE 423 OF DEEDS;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL AND PARALLEL WITH THE

SOUTHERLY LINE OF SAID LOT 11, 229 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL

CONVEYED TO JEFFERY; THENCE NORTH 36° 04' WEST ALONG THE NORTHEASTERLY LINE OF THE JEFFERY PARCEL, 75 FEET TO THE MOST SOUTHERLY CORNER OF THAT

PARCEL CONVEYED TO ROBERT J. FERRAUD BY DEED RECORDED DECEMBER 6, 1972 AS INSTRUMENT

THENCE NORTH 53° 36' EAST ON THE SOUTHEAST LINE OF SAID PARCEL CONVEYED TO FERRAUD AND ITS NORTHEASTERLY EXTENSION, 159.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY: THENCE SOUTH 36° 04' EAST ON SAID SOUTHWESTERLY LINE, 313.43 FEET MORE OR LESS, TO A POINT 142.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11. SAID POINT BEING ON THE NORTH LINE OF THAT CENTER PARCEL CONVEYED TO LEONHARDT SWINGLE AND LEE J. ANDERSON BY DEED RECORDED NOVEMBER 22, 1934 IN BOOK 201 PAGE 555 OF OFFICIAL RECORDS; THENCE NORTH 89° 54' EAST ON SAID NORTH LINE OF THE LEONHARDT-ANDERSON PARCEL, 40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER BEING A POINT ON THE CENTER LINE OF TRIPOLI WAY; THENCE SOUTH 36° 04' EAST TO A POINT WHICH IS 102.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89° 54' WEST, 566.78 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WESTERLY 20 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26942 OF OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE WELL SITE DESCRIBED AS; THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER **COMPANY ON** 

FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORDS OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS:

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 FEET; THENCE EAST 43 FEET; THENCE SOUTH 40 FEET; THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

## PARCEL 3:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40 FEET; THENCE EAST 43 FEET; THENCE SOUTH 40 FEET; THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

## PARCEL B:

Item 22.

THAT PORTION OF LOT 11 IN SECTION 5, T. 6 S., R. 8 E., S.B.B.& M. AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY, ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED TO ROBERT J. FERRAUD RECORDED ON DECEMBER 6, 1972 AS INSTRUMENT NO. 161111, OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE;

THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID REAL PROPERTY OF ROBERT J. FERRAUD, SOUTH 36° 04′ 00″ EAST, 122.89 FEET TO THE MOST EASTERLY CORNER OF SAID REAL PROPERTY OF ROBERT J. FERRAUD; THENCE NORTH 53° 56′ 00″ EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY; THENCE NORTH 36° 04′ 00″ WEST, ALONG SAID SOUTHWESTERLY LINE OF TRIPOLI WAY, 122.89 FEET TO SAID SOUTHEASTERLY LINE OF SIXTH STREET;

THENCE SOUTH 53° 56' 00" WEST, ALONG SAID SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE POINT OF BEGINNING.

APN: 778-081-003 (Affects Parcel A) and 778-081-001 (Affects Parcel B)

Item 22.

## **EXHIBIT "B"**

# AFFORDABLE HOUSING DEVELOPMENT

# **Description of Units**

II.

Tripoli APN: 778-081-001, 778-081-003 Enter the number of units by bedroom size		51392 Cesar Chavez Coachella CA 92236 e and income level.		
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)	
1	12	12	60%	
1	3	3	50%	
1	5	5	40%	
1	7	7	30%	
2	22	22	60%	
2	8	8	50%	
2	7	7	40%	
2	13	13	30%	
3	16	16	60%	
3	3	3	50%	
3	4	4	40%	
3	7	7	30%	
2	1		manager	
Total	108	107		
Net Density (see Gu Sec. 302(u))	uidelines	38.57		

# **Other Housing Development Requirements**

- A. The required average net density is 38.57 units per acre.
- The proposed or planned amenities shall be completed by the date the Affordable B. Housing Development is completed.

Amenity Type	Distance (within fractional miles)	Number of Amenities
Public Park	1/2	1
Employment Center	1	1
Retail Center	1	1
Public School or Community	1/2	1
College		
Social Service Facility	1/2	1
Senior Center or	N/A	N/A
Senior Service Facility		

C. The proposed or planned transit stations or major transit stops shall be **completed by the date the Affordable Housing Development is completed.** 

Transit Type	Distance (within fractional miles)	Number of Transit Stations or Stops
Transit Station	1/4	1
Major Transit Stop	N/A	N/A

26096351v2

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

TRIPOLI CIC, LP c/o Chelsea Investment Corporation 6339 Paseo Del Lago Carlsbad, CA 92011 Attention: Cheri Hoffman, President

Space above for Recorder's use

# AGREEMENT TO PREPAY SPECIAL TAX OBLIGATION FOR CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT 2005-1

THIS AGREEMENT TO PREPAY SPECIAL TAX OBLIGATION FOR CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT 2005-1 (the "Prepayment Agreement") is dated as of \_\_\_\_\_\_\_, 2023 by and between TRIPOLI CIC, LP ("Owner"), and the CITY OF COACHELLA (the "City"), as the legislative body of Community Facilities District 2005-1.

## RECITALS

**WHEREAS**, the Owner is annexing certain real property located in the City of Coachella, Riverside County, California, more particularly described on **Exhibit A** attached hereto (the "Property"), upon which the Owner intends to develop a 108-unit affordable multifamily development (the "Project"); and,

**WHEREAS,** the City Council of the City of Coachella, by Resolution No, 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and,

**WHEREAS,** the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and,

WHEREAS, on April 19, 2023 the City Council of the City of Coachella, California (the "Council") conducted proceedings pertaining to the intention to annex the Property, consisting of Parcel 2 of Lot Line Adjustment 2018-02 ("Annexation Area No. 31"), into the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), including the rate and method of apportionment of a special tax to finance a portion of the cost of providing certain public services, and the calling of an election in regard to the foregoing; and,

**WHEREAS,** on May 24, 2023, an election was held within Annexation Area No. 31 regarding the rate and method of apportionment of the proposed special tax; and,

**WHEREAS**, at such election the proposal for the rate and method of apportionment and manner of collection of the special tax for Annexation Area No. 31 was approved by the qualified electors of Annexation Area No. 31; and,

**WHEREAS**, the Property is located within the CFD and is subject to the Special Assessment;

**WHEREAS**, the Owner has requested that it be permitted to prepay 55 years of the Special Assessments for the Property ("Prepaid Special Assessments"), and the City has agreed to allow such prepayment; and,

**WHEREAS**, the City has agreed to make a deferral agreement loan to the Partnership in order to finance the Prepaid Special Assessments, and the City and the Owner wish to enter into this Agreement to provide for the terms and conditions upon which the Prepaid Special Assessments will be prepaid.

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Prepayment of Special Assessments; City Loan.
- (a) Conditioned upon the Owner acquiring the Property, the Owner is required to pay Special Assessments in the amount of one thousand three hundred forty-eight and 10/100 Dollars (\$1,348.10) for each of the 108 dwelling units of the Project, for the term of this agreement, and which reflects an annualized average adjustment of the Consumer Price Index commencing in 2015.
- (b) The City shall make a loan to the Owner in the amount of \$13,568,850 which is an amount equal to the Prepaid Special Assessments for the Project (the "City Loan"). The City Loan is evidenced by a loan agreement and promissory note, and is secured by a deed of trust encumbering the Property (collectively, the Loan Documents"). The City Loan shall bear interest at 3% and shall be payable from and to the extent of fifty percent (50%) of Residual Cash Flow (as defined in the City Note). The City shall use the payments on the City Loan made by the Owner to reimburse itself for prepayment of the Special Assessments,
- (c) On the date that the Owner acquires the Property, the Owner shall annex the Property into the CFD, and the City shall prepay the Prepaid Special Assessments. The City shall record a satisfaction of lien or other document necessary to reflect the prepayment of the CFD promptly thereafter.
- (d) The City shall have the right to approve any sale or refinancing of the Property ("Capital Transaction"), such approval not to be unreasonably withheld, delayed or conditioned. Upon the occurrence of a Capital Transaction, any outstanding amounts under the City Loan shall be paid in full. The Owner acknowledges and agrees that upon the maturity of the senior loan made by Banner Bank, on the date that is [17] years following the Conversion

Date (as defined the documents evidencing such senior loan), the Owner shall cause a Capital Transaction to occur and the City Loan to be repaid out of funds available from the Capital Transaction.

- 2. <u>Entire Agreement; Amendment.</u> Except as set forth in this paragraph, this Agreement and the agreements expressly referred to herein contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understandings, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waiver, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.
- 3. <u>Notices.</u> Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

To City:

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

### **BORROWER:**

Tripoli CIC, LP c/o Chelsea Investment Corporation 6339 Paseo Del Lago Carlsbad, CA 92011 Attention: Cheri Hoffman, President

With copy to:

Winthrop & Weinstine, PA 225 South Sixth Street, Suite 3500 Minneapolis, MN 55426 Attn: Jon L. Peterson, Esq.

If to Borrower, with a copy to Borrower's limited partner:

USA Institutional Tripoli LLC 777 West Putnam Avenue Greenwich, CT 06830 Attn: Joanne D. Flanagan, Esq.

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

- 4. <u>Severability.</u> If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- 5. <u>Successors and Assigns.</u> This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto
- 6. <u>Governing Law.</u> This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.
- 7. <u>Waiver.</u> Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights under the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by any other party with the terms of this Agreement thereafter.
- 8. <u>Singular and Plural; Gender.</u> As used herein, the singular of any work includes the plural, and terms in the masculine gender shall include the feminine.
- 9. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 10. Construction of Agreement. This Agreement has been reviewed by legal counsel for both the City and the Owner and shall be deemed for all purposes to have been jointly drafted by the City and the Owner. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The language in all parts of this Agreement, in all cases, shall be construed as a whole and in accordance with its fair meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives of the parties hereunder. The captions of the sections and subsections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction.
- 11. <u>Authority of Signatories.</u> Each signatory and party hereto hereby represents and warrants to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable such party to enter into this Agreement.

[Remainder of this page intentionally left blank. Next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the thy and year first above written.

		OACHELLA
a Cali	fornia r	nunicipal corporation
By:		
Name	: Dr.	Gabriel Martin, City Manager
Appr	oved as	s to form:
By:		
Name	: Car	los Campos, City Attorney
BORR	OWE	<b>₹:</b>
	LI CIC ornia lii	, LP, mited partnership
By:	a Calif	Southwest Community Development Corporation, fornia nonprofit public benefit corporation, naging General Partner
	By:	Juan P. Arroyo, Executive Vice President
By:	a Calif	ripoli, LLC, ornia limited liability company, ministrative General Partner
	By:	Chelsea Investment Corporation, a California corporation, its Manager
		By: Cheri Hoffman, President

#### Exhibit A

Real property in the City of Coachella, County of Riverside, State of California, described as follows:

## **PARCEL A:**

### PARCEL 1:

A PORTION OF LOT 11, SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF BAGDAD AVENUE, AND TRIPOLI WAY:

THENCE SOUTH 89° 54' WEST, 272 FEET ALONG THE CENTER LINE OF BAGDAD AVENUE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 54' WEST ALONG THE CENTER LINE OF BAGDAD AVENUE, 356.67 FEET, MORE OR LESS, TO THE EASTERLY LINE OF HIGHWAY 99 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS:

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF HIGHWAY 86, 102.88 FEET;

THENCE NORTH 89° 54' EAST, 356.67 FEET;

THENCE SOUTH 00° 06' EAST, 102.88 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING:

EXCEPTING THEREFROM THE SOUTH 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPTING THEREFROM THE WESTERLY 17.00 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26947 OF OFFICIAL RECORDS.

#### PARCEL 2:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO

BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE STATE HIGHWAY, AS SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7 PAGE 38 OF RECORD OF SURVEY, RIVERSIDE COUNTY RECORDS, 102.88 FEET NORTH OF THE SOUTHWEST CORNER OF LOT

11;

THENCE CONTINUING NORTHERLY ON SAID EAST LINE OF 140.20 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JENNY JEFFERY, ET AL, BY DEED RECORDED APRIL 12, 1929 IN BOOK 804 PAGE 423 OF DEEDS;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 11, 229 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED TO JEFFERY;

THENCE NORTH  $36^\circ$   $04^\circ$  WEST ALONG THE NORTHEASTERLY LINE OF THE JEFFERY PARCEL, 75 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARCEL CONVEYED TO ROBERT J. FERRAUD BY DEED

RECORDED DECEMBER 6, 1972 AS INSTRUMENT NO. 161111;

THENCE NORTH 53° 36' EAST ON THE SOUTHEAST LINE OF SAID PARCEL CONVEYED TO FERRAUD AND ITS NORTHEASTERLY EXTENSION, 159.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY:

THENCE SOUTH 36° 04' EAST ON SAID SOUTHWESTERLY LINE, 313.43 FEET MORE OR LESS, TO A POINT 142.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11, SAID POINT BEING ON THE NORTH LINE OF THAT CENTER PARCEL CONVEYED TO LEONHARDT SWINGLE AND LEE J. ANDERSON BY DEED RECORDED NOVEMBER 22, 1934 IN BOOK 201 PAGE 555 OF OFFICIAL RECORDS;

THENCE NORTH 89° 54' EAST ON SAID NORTH LINE OF THE LEONHARDT-ANDERSON PARCEL, 40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER BEING A POINT ON THE CENTER LINE OF TRIPOLI WAY;

THENCE SOUTH 36° 04' EAST TO A POINT WHICH IS 102.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11;

THENCE SOUTH 89° 54' WEST, 566.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 20 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26942 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE WELL SITE DESCRIBED AS;

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORDS OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 40 FEET;

THENCE EAST 43 FEET:

THENCE SOUTH 40 FEET;

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO

BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE

CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 FEET;

THENCE EAST 43 FEET;

THENCE SOUTH 40 FEET;

THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

## PARCEL B:

THAT PORTION OF LOT 11 IN SECTION 5, T. 6 S., R. 8 E., S.B.B.& M. AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY, ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN

DEED TO ROBERT J. FERRAUD RECORDED ON DECEMBER 6, 1972 AS INSTRUMENT NO. 161111, OF

OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE;

THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID REAL PROPERTY OF ROBERT J. FERRAUD, SOUTH 36° 04' 00" EAST, 122.89 FEET TO THE MOST EASTERLY CORNER OF SAID REAL PROPERTY OF ROBERT J. FERRAUD;

THENCE NORTH 53° 56' 00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SIXTH

## STREET,

97.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY;

THENCE NORTH 36° 04' 00" WEST, ALONG SAID SOUTHWESTERLY LINE OF TRIPOLI WAY, 122.89 FEET TO SAID SOUTHEASTERLY LINE OF SIXTH STREET;

THENCE SOUTH  $53^{\circ}$  56' 00" WEST, ALONG SAID SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE POINT OF BEGINNING.

APN: 778-081-003 (Affects Parcel A) and 778-081-001 (Affects Parcel B)

26096401v2



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

**FROM:** Gabriel Perez, Development Services Director

SUBJECT: Community Facilities District (CFD No. 2005-01) Annexation 35 – (Tripoli

Apartments)

SPECIFICS: a) Resolution No. 2023-34 Determining the Validity of Prior Proceedings

relating to Annexation of Property (Annexation No. 35) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic

Services).

b) Resolution No. 2023-35 on Behalf of CFD No. 2005-01 Calling a Special

Election within Annexation Area No. 35 (Tripoli Apartments).

c) Resolution No. 2023-36 Canvassing The Results of The Election Held Within

CFD No. 2005-01 (Area No. 35)

d) Ordinance No. 1203 on Behalf of CFD No. 2005-01 Authorizing the Levy of

a Special Tax within Annexation Area No. 35 Annexed to Said District (1st

Reading)

## **STAFF RECOMMENDATION:**

Staff recommends that the City Council open the public hearing and take the following actions:

- 1) Adopt Resolution No. 2023-34 and Direct City Clerk to orally verify proof of publication of notices pursuant to Mello-Roos CFD Act of 1982, and confirm absence of any landowner protest;
- 2) Adopt Resolution No. 2023-35 Calling a Special Election.
- 3) Adopt Resolution No. 2023-36 Canvassing the Results of The Election within CFD No. 2005-01 (Annexation Area No. 35)
- 4) Introduce for 1st Reading, by title only, Ordinance No. 1203 Authorizing the Levy of a Special Tax within Annexation Area No. 35 Annexed to CFD No. 2005-01.

## **BACKGROUND:**

On September 14, 2005 the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. The District and several annexations of territory have been established in the City of Coachella over the past 17 years. The annexation areas consist of new residential subdivisions and multifamily residential development projects.

On April 19, 2023, the City Council adopted Resolution No. 2023-19 stating its intention to annex certain property (APN# 778-081-003 and -001), consisting of Tripoli Apartments ("Annexation Area No. 32") into the District pursuant to the Act. A copy of Resolution No. 2023-19 which includes a description and map of Annexation Area No. 35, and the rate and method of apportionment and manner of collection of the special tax are on file with the City Clerk.

## **DISCUSSION/ANALYSIS**

Pursuant to the conditions of approval imposed on Architectural Review No. 22-04, which includes construction of a new 108-unit multifamily residential community on 2.8 acres located at the northeast corner of Cesar Chavez Street and Bagdad Avenue, the project site must be annexed into the City-wide Community Facilities District (CFD No. 2005-01). The City Council took the first step in this process by adopting a resolution of intention on April 19, 2023 (Resolution No. 2023-19) describing the property in question for 108 units. The second phase of the development will be part of a separate CFD annexation area and special election.

The resolution of intention affirmed the Annexation 35 Map, and the rate and method of tax collection for the annexed property. The CFD is collected through the annual property tax assessment rolls and, for this project, may be subject to a subsequent Agreement for deferral of assessments. There is currently two landowners and they have filed a "Petition and Waiver" with the City Clerk's Office certifying their desire to create the District under shortened timelines. Attached for the City Council's review and approval are the following resolutions and Ordinance action items:

Resolution 2023-34 of the City Council Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation 35) in the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Resolution 2023-35 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Calling a Special Election within Annexation Area 35.

Resolution 2023-36 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Canvassing the Results of the Election Held Within Annexation Area No. 35 Annexed to Said District.

Ordinance No. 1203 - An Ordinance of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Authorizing the Levy of a Special Tax Within Annexation Area No. 35 Annexed to Said District (First Reading).

On the night of the public hearing, staff will provide the Mayor, or designee, with specific instructions on the necessary procedures and public announcements for conducting the above public hearings, and adopting the resolution and ordinance actions.

## **FISCAL IMPACT:**

The attached resolutions and ordinance actions would pave the way to annex the Tripoli Apartments site (Annexation No. 35) into the City-wide CFD which would collect an annual assessment that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect \$1,348.10 for every dwelling unit that is constructed within the developed multifamily residential project. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

## **ALTERNATIVES:**

- 1. Adopt the attached resolutions and introduce Ordinance 1203 for 1<sup>st</sup> Reading, by title only.
- 2. Continue this item and provide staff with direction.
- 3. Take no action.

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

Staff recommends alternative #1.

## Attachments:

- Resolution No. 2023-34 Determining Validity of Prior Proceedings\_
   Resolution No. 2023-35 Calling Special Election\_
   Resolution No. 2023-36\_Canvassing Results
   Ordinance No. 1203 (1<sup>st</sup> Reading)
   Exhibit A Rate and Method (CFD 2005-01)
   Exhibit B CFD Annexation Map 35

### **RESOLUTION NO. 2023-34**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS RELATING TO ANNEXATION OF PROPERTY (ANNEXATION NO. 35) INTO CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

WHEREAS, the City Council (the "Council") of the City of Coachella, California (the "City"), has heretofore adopted Resolution No. 2023-17 stating its intention to annex certain property, consisting of Tripoli Apartments— ("Annexation Area No. 35"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, a copy of Resolution No. 2023-17 incorporating a description and map of the proposed boundaries of Annexation Area No. 35, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 35, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 35, prior to the annexation of Annexation Area No. 35, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 35, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, Resolution No. 2023-17 set April 26, 2023 as the date of the public hearing on the annexation of Annexation Area No. 35 to the District and this Council held the said public hearing as required by law; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 35 to the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearings evidence was presented to the Council on said matters before it, and this Council at the conclusion of said hearings is fully advised in the premises;

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

- <u>Section 1.</u> Pursuant to Section 53325.1(b) of the Government Code, the Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act.
  - <u>Section 2.</u> Annexation Area No. 35 is hereby annexed into the District.
- <u>Section 3.</u> The description and map of the boundaries of Annexation Area No. 35 on file in the City Clerk's office and as described in said Resolution No. 2023-19 and incorporated herein by reference, shall be the boundaries of Annexation Area No. 35. The map of the proposed

boundaries of Annexation Area No. 35 has been recorded in the Office of the County Recorder of Riverside County, California in Book 70, page 95 of the Book of Maps of Assessments and Community Facilities Districts (Instrument Number 2007-0311095).

- Section 4. Except where funds are otherwise available, there shall be levied annually in accordance with procedures contained in the Act, a special tax sufficient to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 35 prior to the annexation thereof to the District and do not supplant services already available within the territory proposed to be included in Annexation Area No. 35. The rate and method of apportionment of the special tax and manner of collection is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. The special tax shall be utilized to pay for authorized services.
- Section 5. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all real property in Annexation Area No. 35, and this lien shall continue in force and effect until the special tax obligation is canceled in accordance with law or until collection of the tax by the City ceases.
- <u>Section 6.</u> Council finds that the proposed public services are necessary to meet the increased demand put upon the City as a result of the development within Annexation Area No. 35.
- <u>Section 7.</u> The Council finds that there is not an ad valorem property tax currently being levied on property within Annexation Area No. 35 for the exclusive purpose of financing law enforcement, fire and paramedic services.
- Section 8. Written protests against annexation of Annexation Area No. 35, or against the furnishing of specified services or facilities or the levying of a specified special tax within Annexation Area No. 35, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the area of land within Annexation Area No. 35.
- <u>Section 9.</u> The Office of the City Manager, 1515 Sixth Street, Coachella, California 92236, (760) 398-3502, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.1 of the Government Code.
- <u>Section 10.</u> The City Clerk is directed to certify and attest to this Resolution and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax.

votes:	PASSED, APPROVED and ADO	<b>PTED</b> this 24 <sup>th</sup>	day of May,	2023 by the following
	AYES:			
	NOES:			
	ABSENT:			
	ABSTAIN:			
		Steven Hernand City of Coachella	dez, Mayor	
ATTE	ST:			
	Granados, Deputy City Clerk Coachella			

	and correct copy of a resolution, being Resolution No. eeting of the City Council of the City of Coachella,
	Delia Granados, Deputy City Clerk City of Coachella
APPROVED AS TO FORM:	
Carlos L. Campos, City Attorney City of Coachella	

# EXHIBIT A

# RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

### **RESOLUTION NO. 2023-35**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) CALLING A SPECIAL ELECTION

WHEREAS, the City Council (the "Council") of the City of Coachella, California (the "City"), has heretofore adopted Resolution No. 2023-17 stating its intention to annex certain properties, consisting of Tripoli Apartments ("Annexation Area No. 35"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, a copy of Resolution No. 2023-19 incorporating a description and map of the proposed boundaries of Annexation Area No. 35, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 35, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 35 prior to the annexation of Annexation Area No. 35, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 35, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, on May 24, 2023, this Council held a noticed hearing as required by law relative to the proposed annexation of Annexation Area No. 35 into the District; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 35 into the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to this Council on said matters before it, and this Council at the conclusion of said hearing was and is fully advised in the premises; and

WHEREAS, this Council adopted its Resolution No. 2023-34 determining the validity of prior proceedings relating to such annexations; and

WHEREAS, the proposed special tax to be levied upon property within Annexation Area No. 35 to finance the above referenced public services has not been precluded by protest of the owners of one-half (1/2) or more of the area of land within Annexation Area No. 35; and

WHEREAS, this Council wishes to present to the respective qualified electors of Annexation Area No. 35 a proposition to levy special taxes on property within Annexation Area No. 35;

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

Section 1. Pursuant to Government Code Section 53353.5, the Council hereby submits to the qualified electors of Annexation Area No. 35 a proposition (the "Proposition 25") to levy special taxes on property within Annexation Area No. 35 in accordance with the rate and method specified in Resolution 2023-19 of the Council. The Proposition 25 is attached as hereto.			
<u>Section 2.</u> A special election is hereby called for Annexation Area No. 35 on the Proposition 25 set forth in Section 1 above.			
Section 3. The date of the special elections shall be on the 24th day of May, 2023. The voter ballots shall be returned to the City Clerk at 53990 Enterprise Way, Coachella, California 92236, no later than 11:00 o'clock a.m. on May 24, 2023.			
Section 4. The Council finds and determines that there were no registered voters residing within the territories of Annexation Area No. 35 at the time of the protest hearing and ninety (90) days prior thereto. The requirements of Section 53326 of the Government Code having been waived by the sole landowner or sole landowners, the ballot for the special election shall be mailed or hand delivered to the landowner or landowners within each of Annexation Area No. 35.			
<u>Section 5.</u> Annexation Area No. 35 shall constitute a single election precinct for the purpose of holding said election.			
Section 6. The Council hereby directs that the election be conducted by the City Clerk of the City of Coachella, as the elections official.			
<b>PASSED, APPROVED and ADOPTED</b> this 24 <sup>th</sup> day of May, 2023 by the following votes:			
AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
Steven Hernandez, Mayor City of Coachella			
ATTEST:			

Delia Granados, Deputy City Clerk

City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2023-35, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on May 24, 2023.

Delia Granados, Deputy City Clerk City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney City of Coachella

**ATTACHMENT** 

#### **RESOLUTION NO. 2023-36**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) CANVASSING THE RESULTS OF THE ELECTION HELD WITHIN ANNEXATION AREA NO. 35 ANNEXED TO SAID DISTRICT.

WHEREAS, the City Council of the City of Coachella, California (the "Council") has previously conducted proceedings pertaining to the annexation of certain properties, consisting of Tripoli Apartments ("Annexation Area No. 35"), into the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), the rate and method of apportionment of a special tax to finance a portion of the cost of providing certain public services, and the calling of an election in regard to the foregoing; and

WHEREAS, on May 24, 2023, an election was held within Annexation Area No. 35 regarding the rate and method of apportionment of the proposed special tax; and

WHEREAS, at such election the proposal for the rate and method of apportionment and manner of collection of the special tax for Annexation Area No. 35 was approved by the qualified electors of Annexation Area No. 35;

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

Section 1. It is hereby determined that the election conducted within Annexation Area No. 32 was duly and validly conducted.

Section 2. The Council, acting as the legislative body of the District, is authorized to levy the special tax on behalf of the District, as specified in Resolution No. 2023-34 determining the validity of prior proceedings adopted by the City Council on May 24, 2023.

	PASSED, APPROVED and	ADOPTED	this 24 <sup>t</sup>	<sup>h</sup> day	of May,	2023	by the	e following
votes:								
	AYES:							
	NOES:							
	ABSENT:							
	ABSTAIN:							
			n Hernai	ndez,	Mayor			
		City o Coach						
		Coaci	iciia					
ATTE	ST:							
D 1: (								
	Granados, Deputy City Clerk f Coachella							

	e and correct copy of a resolution, being Resolution No. meeting of the City Council of the City of Coachella,
	Delia Granados, Deputy City Clerk City of Coachella
APPROVED AS TO FORM:  Carlos L. Campos, City Attorney City of Coachella	

## **ORDINANCE NO. 1203**

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 35 ANNEXED TO SAID DISTRICT

WHEREAS, on April 19, 2023, the City Council (the "Council") of the City of Coachella, California (the "City"), adopted Resolution No. 2023-19 stating its intention to annex certain properties, consisting of Tripoli Apartments ("Annexation Area No. 35"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 35 into the District; and

WHEREAS, on May 24, 2023 this Council held a noticed public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 35 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 35 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 35 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2023-34 determining the validity of prior proceedings relative to the annexation of Annexation Area No. 35, annexed Annexation Area Nos. 35, into the District and authorized the levy of a special tax within Annexation Area No. 35; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2023-35 which called an election within Annexation Area No. 35, for May 24, 2023 on the proposition of levying a special tax; and

WHEREAS, on May 24, 2023 an election was held within Annexation Area No. 35, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

Section 1. A special tax is levied within the boundaries of Annexation Area No. 35 Exhibit "B", pursuant to the formula set forth in Exhibit "A" attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 35 prior to the annexation of Annexation Area Nos. 35, respectively, into the District.

- Section 2. This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit "A."
- Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2023-19 of the Council.
- <u>Section 4.</u> The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes.
- Section 5. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. The City Clerk is directed to cause the title and summary or text of the this ordinance, together with the vote thereon, to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted ordinance along with the names of the Council Members voting for and against the ordinance.
- <u>Section 6.</u> This ordinance relating to the levy of the special tax takes effect and shall be in force from and after 30 days from the date of final passage. A copy of this ordinance shall be transmitted to the Clerk of the Board of Supervisors of Riverside County, the Assessor and the Treasurer-Tax Collector of Riverside County.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Coachella on this 24th day of May 2023 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Steven Hernandez, Mayor
ATTEST:	
Delia Granados, Deputy City Clerk	
Dena Granados, Deputy City Cierk	

APPROVED AS TO FORM:	
Carlos Campos, City Attorney	
STATE OF CALIFORNIA COUNTY OF RIVERSIDE CITY OF COACHELLA	) ) SS )
is a true and correct copy of an or	Clerk of the City of Coachella do hereby certify that the foregoing dinance, being Ordinance No. 1203 duly passed and adopted at cil of the City of Coachella, California held on the <sup>th</sup> day of
By: Andrea Carranza, Deputy City	 y Clerk

# **EXHIBIT A**

# RATE AND METHOD OF APPORTIONMENT

## NOTICE OF ADOPTION OF ORDINANCE NO. 1203

NOTICE IS HEREBY GIVEN that on May 24, 2023, at the Council Chambers of the City of Coachella, 1515 Sixth Street, Coachella, California 92236, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1203. A summary of Ordinance No. 1203 follows and is marked as Exhibit "A". At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
	By:	Delia Granados, Deputy City Clerk
		City of Couciniti
	Ву:	Delia Granados, Deputy City Clerk City of Coachella

Ordinance No. 1203 was adopted by the following vote:

Dated: June 14, 2023

### **EXHIBIT "A"**

BEFORE THE CITY COUNCIL OF THE CITY OF COACHELLA IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

IN THE MATTER OF Authorizing	) ORDINANCE NO. 1203 SUMMARY
the Levy of a Special Tax Within	)
Annexation Area No. 35 Annexed	)
to City of Coachella Community	)
Facilities District No. 2005-1 (Law	)
Enforcement, Fire and Paramedic	)
Services)	)

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 35 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area Nos. 35, prior to the annexation of Annexation Area Nos. 35, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 35.

By: Delia Granados, Deputy City Clerk City of Coachella

Dated: June 1, 2023

# RATE AND METHOD OF APPORTIONMENT FOR CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 2005-1 of the City of Coachella (the "CFD") and collected each Fiscal Year commencing in Fiscal Year 2006-07, in an amount determined by the City Council of the City of Coachella, through the application of the Rate Method of Apportionment as described below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

## A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

- "Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.
- "Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.
- "Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.
- "CFD Administration" means an official of the City, or designee thereof, responsible for providing for the levy and collection of the Special Taxes.
- "CDF" means City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services).
- "City" means the City of Coachella.
- "City Council" means the City Council of the City.
- "Commercial or Industrial Property" means for each Fiscal Year, property for which a building permit for new construction of a commercial or industrial use building has been issued.
- "County" means the County of Riverside.
- "Developed Multi-Family Residential Property" means for each Fiscal Year, all Taxable Property for which a building permit for new construction of a multi-family dwelling with four or more units was issued prior to June 30 of the prior Fiscal Year, exclusive of property for which the property owner pays Transient Occupancy Taxes or the property owner has entered into an agreement with the City pursuant to which such property owner pays Transient Occupancy Taxes.

- "Developed Property" means for each Fiscal Year, all Developed Multi-Family Residential Property and Developed Single-Family Residential Property.
- "Developed Single-Family Residential Property" means for each Fiscal Year, all Taxable Property for which a building permit new construction of a single-family dwelling unit was issued prior to June 30 of the prior Fiscal Year.
- "Fiscal Year" means the period starting July 1 and ending on the following June 30.
- "Resolution of Formation" means the resolution adopted by the City as authorized by Section 53325.1 of the California Government Code.
- "Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel Taxable Property.
- "State" means the State of California.
- "Taxable Property" means all the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.
- "Transient Occupancy Taxes" means those transient occupancy taxes payable to the City pursuant to Ordinance.
- "Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels not classified as Developed Property or Commercial or Industrial Property.

### B. ASSIGNMENT TO LAND USE CLASSES

Each Fiscal Year, all Taxable Property within the CFD classified as Developed Single-Family Residential Property or Developed Multi-Family Residential Property shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

## C. MAXIMUM SPECIAL TAX

## 1. Developed Single-Family Residential Property

## a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Single-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services.

## b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12

month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

# 2. Developed Multi-Family Residential Property

## a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Multi-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor's Parcel.

## b. <u>Increase in the Maximum Special Tax</u>

On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12 month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

### D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2005-06 and for each following Fiscal Year, the City Council shall levy the Special Tax at the Maximum Special Tax on all Developed Single-Family Residential Property and Developed Multi-Family Residential Property.

## E. EXEMPTIONS: EXCLUSIONS

No Special Tax shall be levied on Undeveloped Property, Commercial or Industrial Property or for Developed Property developed as part of a development with less than 4 units. In the event that a Developed Multi-Family Residential Property that has been excluded from a levy of the Special Tax by reason of the payment by the property owner of Transient Occupancy Tax, and should that payment be terminated, such Assessor Parcel shall not longer be excluded from Developed Multi-Family Residential Property and will be subject to the Special Tax.

## F. APPEALS AND INTERPRETATIONS

Any taxpayer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the calculation of the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Board by filing a written notice of appeal with the Board Secretary, provided that the appellant is

current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

#### G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD may directly bill the Special Tax, may collect Special Taxes at different time or in a different manner if necessary to meets its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

#### H. PREPAYMENT OF THE SPECIAL TAX

The Special Tax may not be prepaid.

#### I. TERM OF THE SPECIAL TAX

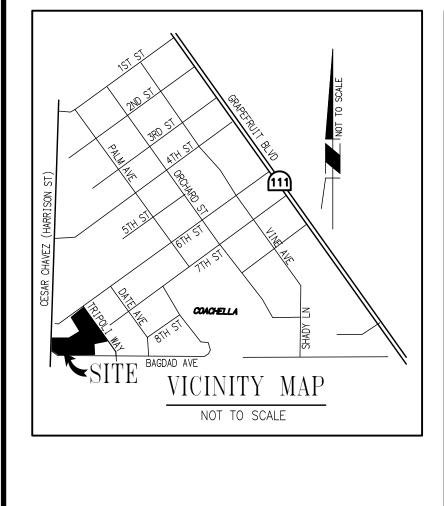
The Annual Maximum Special Tax shall be levied in perpetuity or unit Law Enforcement, Fire and Paramedic Services are no longer being provided by the City within the CFD, whichever is earlier.

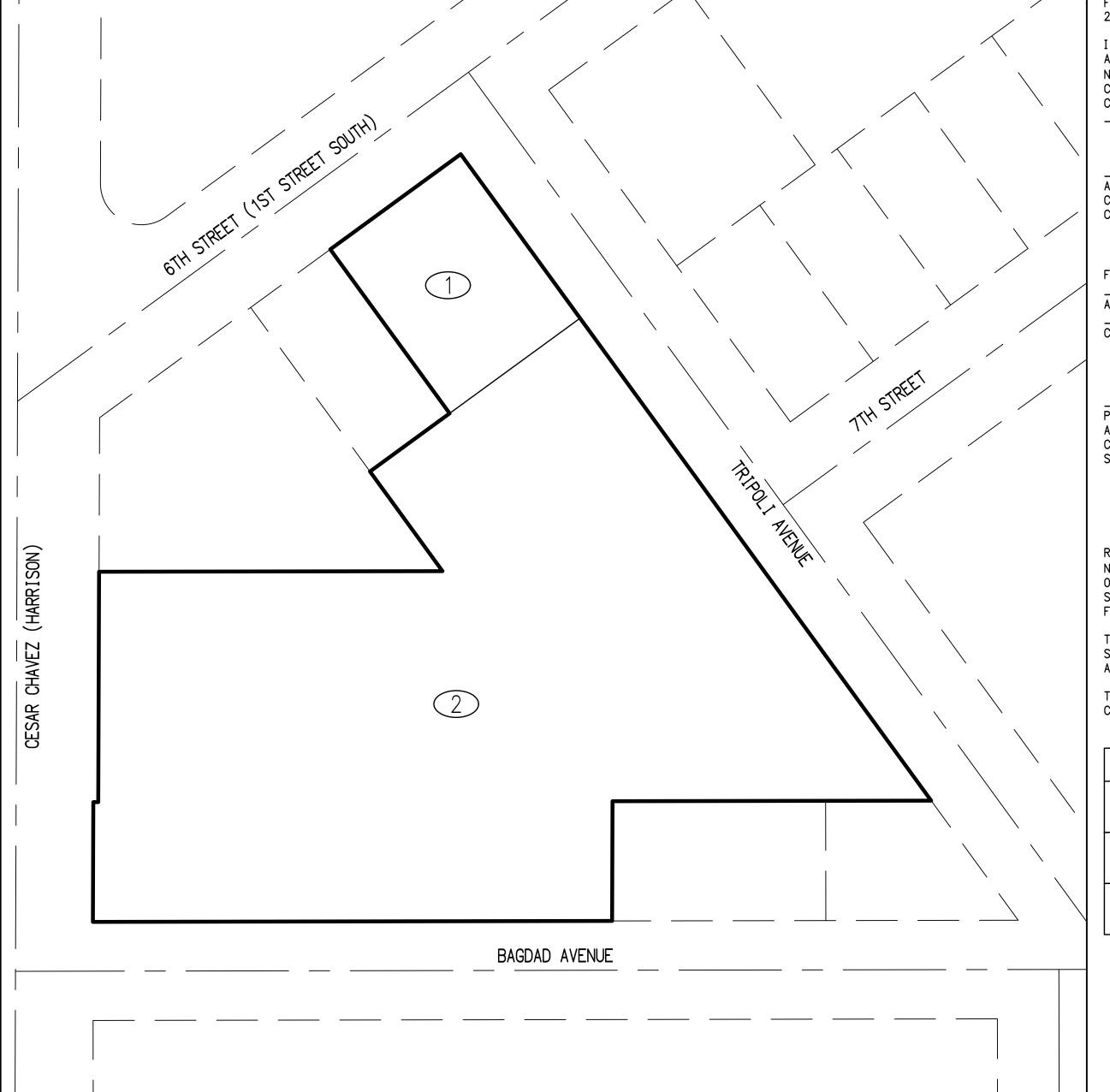
SHEET 1 OF 1

Attachment 6

# IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ANNEXATION MAP NO. 35

PUEBLO VIEJO VILLAS - PARCEL 1 OF PARCEL MERGER 2023-01 COMMUNITY FACILITIES DISTRICT NO 2005-01 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)





FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_ DAY OF \_\_\_

I HEREBY STATE THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. \_\_, TRIPOLI APARTMENTS, TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES), CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY ITS RESOLUTION NO. \_\_\_\_\_.

ANGELA ZEPEDA CITY CLERK CITY OF COACHELLA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2023, AT THE HOUR OF \_\_\_\_\_, 0'CLOCK \_\_\_\_ M. IN THE BOOK \_\_\_\_ PAGES \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. \_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA ASSESSOR - COUNTY CLERK - RECORDER COUNTY OF RIVERSIDE STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) OF THE CITY OF COACHELLA RECORDED WITH RIVERSIDE COUNTY RECORDERS OFFICE ON SEPTEMBER 7, 2005, IN BOOK 63 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT, PAGE 1000, AS INSTRUMENT NO. 2005-0737672.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMESNIONS OF SUCH LOTS OF PARCELS.

ASMT. NO.	ASSESSOR'S PARCEL NO.	ACREAGE
1	778-081-001	0.28± ACRES
2	778-081-003	2.48± ACRES
	TOTAL	2.76± ACRES

# **LEGEND**

ASSESSMENT BOUNDARY



ASSESSMENT NUMBER



# **STAFF REPORT** 5/24/2023

To: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Tripoli Mixed-Use Project (Third Proposed Revisions)

SPECIFICS: Third proposed amendment to Conditional Use Permit (CUP) 351 and

Architectural Review (AR) 22-04 for the PUD (Planned Unit Development) Overlay Zone guidelines, design revisions and modifications to conditions of approval for a mixed-use development consisting of 108 apartment units and four retail units on 2.8 acres of vacant C-G (General Commercial) zoned property at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN# 778-081-

003 and -001) Applicant: Chelsea Investment Corporation

#### **EXECUTIVE SUMMARY:**

Chelsea Investment Corporation requests City Council approval of third revisions to the conditions of approval and architectural elevations in order to reduce construction costs for the Tripoli Mixed-Use project, a mixed-use development consisting of 108 affordable apartments units, with 1-3 bedroom options, and four retail spaces on 2.8 acres at the northeast corner of Cesar Chavez Street and Bagdad Avenue. The applicant also request a 12-month extension from the project expiration date of May 11, 2023 to May 11, 2024.

#### **BACKGROUND:**

At a public hearing on April 20, 2022, the Planning Commission recommended approval of Change of Zone (CZ) 22-01, Conditional Use Permit (CUP) 351, Architectural Review (AR) 22-04 to amend the Official Zoning Map by adding the PUD (Planned Unit Development) Overlay Zone on 2.8 acres of vacant C-G (General Commercial) zoned property for a mixed-use development consisting of 108 apartment units and 2 retail units. The City Council approved the project at a public hearing on May 11, 2022. At a public hearing on October



26, 2022 the Planning Commission recommend approval of proposed amendments to the original approval and the City Council approved the amendments on November 9, 2022, which included

architectural and site plan modifications and building/unit size reduction as shown on Table 1 below.

On February 15, 2023, the applicant requested the Planning Commission remove a requirement for an elevator in Building A to reduce project costs to finance the project and add a condition for construction of a City park at the 9<sup>th</sup> Street Imperial Irrigation District parcel with a maximum cost of \$350,000. The City Council approved the proposed revision on March 8, 2023.

The Planning Commission considered the third proposed project revisions at a public hearing on May 17, 2023 and recommended that that the City Council uphold existing approvals for the project. The Planning Commission did not recommend approval of the third proposed project revisions by the applicant to the City Council. The Planning Commission stated their appreciation and need for the project, but stated their concern about the numerous project revisions requested by the applicant.

Table 1: Original Approved Project vs. Amended Project

	Original Approved	1st Amendment (Approved)
Building A	• 13 - One bedroom 581-586 sq. ft.	• 12 - One bedroom 542 sq. ft.
Unit Size	• 17 - Two bedroom 799 sq. ft.	• 24 - Two bedroom 702 sq. ft.
	• 14 - Three bedroom 1,061 sq. ft.	• 14 - Three bedroom 932 sq. ft.
	<b>Total Units:</b> 44 units	Total Units: 50 units
Building B	• 14 - One bedroom 581-586 sq. ft.	• 15 - One bedroom 542 sq. ft.
Unit Size	• 35 - Two bedroom 799 sq. ft.	• 27 - Two bedroom 702 sq. ft.
	• 15 - Three bedroom 1,061 sq. ft.	• 16 - Three bedroom 932 sq. ft.
	<b>Total Units</b> : 64 units	Total Units: 58 units
Community	Building A	Building A
Rooms/Lounges	• 652 sq. ft. community room	Merged with Building B
(1 <sup>st</sup> Floor Only)	Building B	Building B
	1,296 sq. ft. community room	1,790 sq. ft. commercial space
	<b>Total Community Space</b> : 1,948 sq.	<b>Total Community Space</b> : 1,790 sq.
	ft.	ft.
Tot Lot	218 sq. ft.	813 sq. ft.
Commercial	Building A	Building A
Space (1 <sup>st</sup> Floor	• 1,085 sq. ft. commercial space	• 2 commercial spaces (1,031 sq. ft.
Only)	Building B	each – 2,062 sq. ft. total)
	• 1,413 sq. ft. commercial space	Building B
	Total Retail: 2,498 sq. ft.	• 2 commercial spaces (992 sq. ft.
		each – 1,984 sq. ft. total)
		Total Retail: 4,046 sq. ft.
Parking	-On-Street Parking 41 spaces	-On-Street Parking 38 spaces
	-On-Site Parking 118 spaces	-On-Site Parking 104 spaces
	<u>Total Parking</u> : 159 spaces	<u>Total Parking</u> : 142 spaces

#### **DISCUSSION/ANALYSIS**

#### Site Plan

The proposed buildings would be constructed near property line with building frontages on 6<sup>th</sup> Street, Tripoli Way, Bagdad Avenue and Cesar Chavez Street and on-site parking oriented behind the buildings consistent with goals of the Pueblo Viejo Revitalization Plan. The orientation of the buildings support the City's goals of promoting a walkable downtown environment with a well-designed public realm.

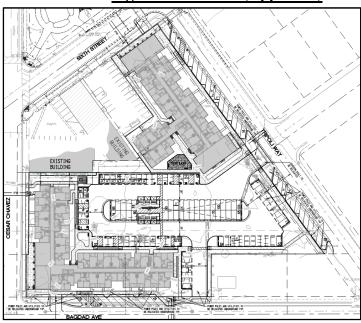


Figure 2: Site Plan (Approved)

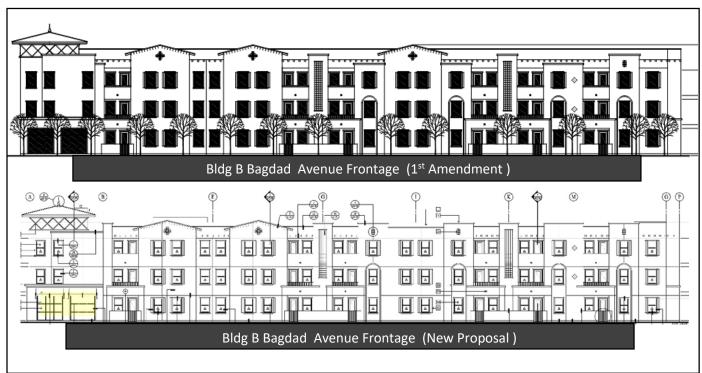
#### **Parking**

The applicant proposes 104 on-site parking spaces and 38 on-street parking spaces. Parking based on 120,873 sq. ft. of gross floor area, would require 362 spaces in the Pueblo Viejo Revitalization Plan. The Pueblo Viejo Revitalization Plan draft development standards allow for on street parking to be counted toward required parking if within 500 feet of the main entrance of the development. With the application of density bonus law, only 61 parking spaces would be required or a surplus of 81 parking spaces. Staff is supportive of allowing the development to utilize on-street parking to count towards satisfying parking requirements, which would be provided by constructing 10 diagonal parking spaces on Bagdad Avenue and 28 diagonal parking spaces on Tripoli Way.

#### **Architectural Design**

The overall architectural style of the approved project incorporates Spanish Colonial Revival design, which was amended from the original approval and the approved elevations subject to further design changes from the project conditions of approval are depicted below. The applicant requests modifications to the approved building design and requests deletion of certain conditions of approval that require improvements to the building designs.









On November 9, 2022 the City Council approved project architectural design changes that included:

- Remove slope window sill requirement
- Remove bringing cornice trim closer to edge of rooftile
- Remove 15' first floor plate height requirement
- Remove need for residential level on first floor to be 3 foot above sidewalk.
- Remove two piece clay tile requirements
- Remove smooth stucco finish requirement
- Remove requirement for a sidewalk separated from curb by landscape parkway
- Remove requirement for bullnose corners

The applicant requests new architectural changes from the City Council that include the following:

- Remove slope tile roof extending to top of roofline and add a parapet roof system to the top of roof line. Staff is opposed to this change as this is contrary to Spanish Colonial Revival design and was a feature to applicant included in the original and first amended project design. Staff discovered this proposed design change in plan check and believes this requires transparency to and consideration by the Planning Commission and City Council.
- Delete Condition 18a: Ensuring sufficient window recesses. Proposed foam enhancements around window areas may be removed with sufficient windows recesses. Staff believes there are more opportunities to achieve window recesses at major focal points. The original approved design included recesses for a majority of windows. In the below figure is an example of pronounced building areas highlighted in blue where window recesses should be prioritized.



• <u>Delete Condition 18.d.iii</u>: <u>Include an enhanced decorative balcony structure at each tower that provides visual focal point from Cesar Chavez Street and 6th Street</u>. Staff believes this element would improve the design and examples are shown below on how this would be achieved. Staff believes this it would not be a higher priority design feature to retain.







• <u>Delete Condition 18.e Utilize an alternate color banding at the building base such as terracotta color.</u> The applicant claims this adds additional cost due to adding foam materials. Staff believes this is a low cost option that only requires use of color at the base of the building at the commercial portion of the two buildings.



• Delete Condition 18f: Awnings shall be designed and constructed to support a catenary curve common with Spanish Colonial Revival design to also increase window visibility. The awning type provided in the applicant exhibit that they depict as a catenary curve is misleading. This does not require any major architectural changes.





• Delete Condition 18.i Utilize a similar tower feature on the north end of Building B along Cesar Chavez to original approved elevation drawing. The original project design included a tower feature that created good balance in the project design and added a focal point that adds significant amount of character as an entry project to Pueblo Viejo. Staff is supportive of an alternative to the tower feature that served as a standalone architectural feature. A tower element could be a structural element that extends above the current proposed structure as depicted below.

Original Approved Tower



Example to achieve tower appearance



• Delete Condition 18.j: Move pronounced tower feature on Building B completely to the corner of Cesar Chavez Street and Bagdad Avenue. Staff believes the original applicant-initiated design of the tower at the building corner is the best design as it frames the corner and creates a strong architectural statement and interest to the built environment. The proposed design appears odd and is an attempt to accommodate a change in the unit floor plan. The proposed design also includes a large wall expanse and an awkward placement of windows too close to the building corner at the second and third floor.

Original Tower design at Street Corner



Proposed Setback Tower Design



• Rafter tails below tower roof features: Staff identified plan check comments for incorporation of exposed rafter tales below tower roof elements. The architectural renderings presented for the project did not provide the level of detail beneath the roof and incorporating such elements would be in keeping with Spanish Colonial Revival architecture and can be done with lower cost faux rafter tails. The applicant proposes a tower treatment similar to Pueblo Viejo Villas with no architectural treatment below tower roof.

Requested Tower rafter tails





Applicant Proposed Tower Treatments with no rafter tails



<u>Lighting</u>: No lighting details were provided by the applicant during design review and the
need for a lighting detail to review was identified as a correction by staff during plan check.
Staff believes this should be consistent with Spanish Colonial Revival design and staff
would like City Council feedback on the lighting design. Below are examples of preferred
lighting types.





The Planning Commission and City Council approved substantial design changes that reduced the project's overall architectural design quality from what was originally approved. The applicant stated at the October 22, 2022 Planning Commission that they would be able to work with the remainder conditions of approval regarding architectural design. Staff believes that the City made significant project concessions from the original approved project design and further changes proposed by the applicant would reduce the architectural integrity at a location that serves as an important focal point for Coachella's Downtown.

#### **Landscape Design**

The plant schedule shows a variety of trees including "Mulga", "Hong Kong Orchard," "Desert Willow," "Texas Ebony," "Drake Elm" and "California Fan Palm." The project is conditioned to modify the landscape plan to create planters adjacent to curb at Cesar Chavez Street and planted with Hong Kong Orchard trees to provide shade for pedestrians. The planters will include water-efficient shrubs including "Bank Catclaw", "Do-La-la Bougainvillea", "Compact Texas Ranger", "Mexican Bush Sage." Succulents will include "Dwarf Century Plant," "Blue Flame Agave," "Red Yucca", and "Toothless Desert Spoon".

#### CONSISTENCY WITH THE GENERAL PLAN

The proposed project is within the Downtown Center land use designation of the General Plan 2035 Land Use and Community Character Element. The Downtown Center is intended to bring the entire community together in a one-of-a-kind Coachella Center, which allows for commercial uses. The General Plan allows for a residential density of 20-65 dwelling units/acre and a Floor Area Ratio of 0.5-3 for commercial uses. The project proposes a density of 38 dwelling units per acre and is thereby consistent with the General Plan. The project is consistent with the policies of the Land Use and Community Character's Sub-Area #2 policies, which recognize that Downtown is the heart of the City where mixed use development is encouraged and creates a new gateway to downtown near intersection of Sixth Street and Cesar Chavez Street.

#### **CONSISTENCY WITH ZONING**

The subject site is zoned C-G (General Commercial) zone PUD (Planned Unit Development) Overlay Zone on the 2.8 acres of vacant C-G (General Commercial) zoned property, which allows the applicant to establish flexible development standards and permitted uses insofar as it is consistent with the General Plan. The project complies with the draft Development Standards of the Sixth Street Pueblo Viejo Zone, except for unit size, parking, retail space height, residential first floor height, and public/common open space requirements.

#### ENVIRONMENTAL IMPACT CONSIDERATION

The City of Coachella has determined that the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, and where the project site has no value as habitat for endangered, rare or threatened species, and where the site can be adequately served by all required utilities and public services, and the project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The subject site is surrounded on all sides by urban uses and has no suitable habitat for endangered species. There are existing utilities and public services available to serve the site. As proposed, the project will comply with General Plan policies and zoning code regulations and the project does not result in any significant traffic, air quality, or water quality impacts. As such, no additional environmental review is required.

#### **ALTERNATIVES:**

- 1) Adopt Resolution No. 2023-38 approving amendments to conditions of approval for CUP No. 351 and Architectural Review No. 22-04 with the findings and conditions as recommended by the applicant. Additionally this request includes includes a 12-month extension of time until May 11, 2024.
- 2) Adopt Resolution No. PC 2023-38 approving amendments to conditions of approval for CUP No. 351 and Architectural Review No. 22-04 as modified by the City Council.
- 3) Not approve Resolution No. PC 2023-38 and maintain existing project approvals and grant a one-year time extension to May 11, 2024.
- 4) Continue this item and provide staff and the applicant with direction.

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

<u>Staff recommends alternative #3</u>. Staff is concerned about the significant amount of modifications requested by the applicant since the original proposed design and requests that the existing approvals be upheld.

#### Attachments:

Resolution No. PC2023-38 for CUP No. 351 and AR No. 22-04 Exhibit A – Conditions for Approval for CUP No. 251 AR No. 22-04 Exhibit B – Planned Unit Development Guidelines/Standards

Vicinity Map
 Comparison of proposed Architectural Changes
 Approved Development Plan Set – (Site Plan, Floor Plan, Elevations, Preliminary Grading)
 Original approved Architectural Renderings May 11, 2022

6. Approved Landscape Plan
7. Project Compliance with Development Standards
8. Mark Up by Applicant of Approved Conditions from Council Resolution No. 2023-11
9. Applicant Presentation of Project Design modifications

# Exhibit A - Resolution No. 2023-38 CONDITIONS OF APPROVAL CONDITIONAL USE PERMIT NO. 351, ARCHITECTURAL REVIEW NO. 22-04 TRIPOLI MIXED-USE PROJECT

(Changes to conditions of approval include new language in BOLD and removed language in strike out)

#### **General Conditions**

- Conditional Use Permit No. 351 and Architectural Review 22-04 shall be extended for 1-year
  until May 11, 2024 from its original expiration date of May 11, 2023. Conditional use
  permits expire and shall become void one year following the date on which the conditional
  use became effective, unless prior to the expiration of one year a building permit is issued
  and construction is commenced and diligently pursued toward completion, or a certificate of
  occupancy is issued.
- 2. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
- 3. Within five business days of project approval, the applicant shall submit to the Planning Division a check made payable to the County of Riverside in the amount of \$50 for filing the CEQA Notice. (City of Coachella submitted this documentation).
- 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 the conditional use permit or architectural review. (City to provide Application and /or Fees)
- 5. 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.
- 6. The working drawings shall include within the first four pages a list of all conditions of approval included in this resolution.

- 7. Add electric vehicle infrastructure within the project site and at improved on-street parking areas per CBC and State requirements.
- 8. Add 1 on-site parking spaces for van pools.
- 9. The applicant shall accommodate an elevator for Building A and B.
- 10. The applicant or successor in interest shall annex the subject property into the City's Community Facilities District (CFD 2005-1) for City police, fire and paramedic services, prior to issuance of a building permit for the first phase of construction.
- 11. The applicant or successor in interest shall install "purple pipe" for a future tertiary water distribution system that would serve the irrigation needs of all common areas of the project including perimeter landscaping, entry features and median island planters, and retention basins, subject to review and approval by the City Engineer.
- 12. Provide secure bicycle parking and storage for apartment tenants and guests (General Plan Community Health and Wellness Element Goal 5).
- 13. 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.
- 14. Applicant shall work with City on a potential location for the City's Art in Public Places program that may include decorative, ornamental or architectural elements commissioned from an artist as an integral aspect of the project structure or site.

#### Architectural Design, Character and Massing

15. All first floor dwelling units facing the public streets shall have a rear patio gate accessible from the Bagdad Avenue, Tripoli Street and Cesar Chavez Street sidewalk areas, with a fenced and patio enclosure.

- 16. A lighting exhibit shall be provided for landscape areas and external building lighting. External building lighting shall be decorative in design and be consistent with Spanish Architectural Revival design to the satisfaction of the Development Services Director.
- 17. Retail ceiling height may be 9'-1" feet.
- 18. The applicant shall work with the Development Services Director on project architectural design modifications prior to building permit submittal that include:
  - a. Ensuring sufficient window recesses. Proposed foam enhancements around window areas may be removed with sufficient window recesses.
  - b.If window shutters are used they should be sage green or blue in color similar to original elevation design.
  - c.Painting window edges colors consistent with Spanish Colonial Revival design.
  - d.c. Corner towers for building A and B shall be modified as follows:
    - i. Balance the design of tower areas between the top of the retail space and bottom of roof cornice trim.
    - ii. Consider a more ridged decorative cornice trim to create more shadows.
    - iii. Include an enhanced decorative balcony structure at each tower that provides visual focal point from Cesar Chavez Street and 6<sup>th</sup> Street.
  - e. Utilize an alternate color banding at the building base such as terracota color.
  - f. Awnings shall be designed and constructed to support a catenary curve common with Spanish Colonial Revival design to also increase window visibility.
  - g.d. Massing on walls between retail windows shall be wider consistent with the original project design and windows for retail shall be recessed similar to original design.
  - h.e. Increase use of divided lites on windows consistent with Spanish Colonial Revival design
  - i. Utilize a similar tower feature on the north end of Building B along Cesar Chavez to original approved elevation drawing.
  - j. Move pronounced tower feature on Building B completely to the corner of Cesar Chavez Street and Bagdad Avenue.
- 19. Applicant may use blended concrete tile for the appearance of Spanish Colonial Revival architecture.
- 20. Stucco walls may consist of a 60/40 sand finish.
- 21. All roof mounted mechanical equipment 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. Roof Top Unit (RTU) screens shall not satisfy this condition for roof mounted equipment screening.
- 22. Trash enclosures installed for the project shall be compatible architecturally with the building. The enclosure shall be constructed to Burrtec Waste Management Standards and an open trellis shall be incorporated on all three proposed trash enclosures.
- 23. The sign program shall be revised so that cabinet type signs are permitted only as secondary

to the individual channel letters advertising a business and that raceway signs are prohibited.

#### Public Realm/Streetscape

- 24. The sidewalks along Cesar Chavez Street shall be expanded to provide access and seating into the ground floor commercial spaces with an urban character, and reduced perimeter planter areas, including adjacent to the building edge. Residential units shall provide a new access to the existing sidewalk.
- 25. Incorporate a minimum 10 foot wide sidewalk along the Bagdad Avenue frontage of the retail space of building B.
- 26. Expand hardscape are at the right edge of the pedestrian apron on the corner of Bagdad Avenue and Cesar Chavez Street to enhance the pedestrian experience.
- 27. Incorporate pavers or alternative decorative paving at vehicle entrances at Bagdad Avenue and Tripoli Way consistent with the Pueblo Viejo design theme.
- 28. Reduce landscape areas directly at the sides of the retail space at Building A and replace with decorative hardscape to accommodate outdoor seating and public engagement areas.

#### **General - Engineering**

- 29. A focused Traffic Analysis (TA) shall be prepared for the project by an appropriately licensed professional engineer. Prior to the preparation of the TA, the engineer shall submit a scoping letter for the TA for the City Engineer's approval. The TA shall include but not limited to identification of trip generation, traffic distribution and impact on existing transportation facilities and at time of General Plan build-out, all relevant, ingress and egress movements, lines of sight, queuing analysis, and alignment studies (preliminary signing and striping plan). Applicant shall obtain approval of site access and circulation from the Fire Marshall.
- 30. A preliminary soils report shall be prepared for the project by an appropriately licensed professional engineer. At a minimum, the soils report shall provide specific analyses and recommendations for grading, pavement structural sections, and infiltration.

A comprehensive drainage report, prepared by California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. The report shall contain pre- and post-development hydrology maps showing on-site and off-site tributary drainage areas and shall be prepared in accordance with the requirements of the Riverside County Flood Control District. Adequate provisions shall be made to accept and conduct the existing tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or downstream properties. If the design of the project includes a retention basin, it shall be sized to contain the runoff resulting from a 10-year storm event and the runoff from a 100-year storm event shall be contained within basin with shallow ponding (3.5' max.). The basin shall be designed to evacuate a 10-year storm event within 72 hours. The size of the retention basin(s) shall be determined by the hydrology report and be approved by the City Engineer. Retention basin shall be provided with a minimum of 2.00 feet sandy soil if determined to contain silt or clay materials. Maximum allowable percolation

rate for design shall be 10 gal./s.f./day unless otherwise approved by the City Engineer. A percolation test for this site is required to be submitted. A combination drywell vertical drain field shall be constructed at all points where runoff enters the retention basin. Drywell & vertical drain field design shall be based on soils borings made at the proposed drywell locations after the retention basins have been rough graded. Minimum depth shall be 45-feet. A log that includes sieve analysis for each strata of the borings shall be submitted to the City Engineer for confirmation of depth of the vertical drain fields. Underground retention under the proposed parking area will be considered as an alternative to surface retention subject to the approval of the City Engineer.

- 31. Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 32. A storm water quality management plan shall be prepared for the project by California Registered Civil Engineer in compliance with NPDES and State Water Quality Control Board regulations. The project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume.
- 33. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a WQMP for plan review accompanied by a \$3,000 plan check deposit for approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.
- 34. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities, in bond form, in amount of \$2,000.00 per acre of gross area, and a one- time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella.
- 35. Applicant shall submit for review and approval by the City Engineer all documents related to any existing and proposed on-site and off-site easements that may affect the development of the site. All easements shall be identified on the engineering plans.
- 36. 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.
- 37. Applicant shall obtain approval of site access and circulation from Fire Marshall.
- 38. The applicant shall provide necessary utility easements for IID and underground overhead distribution lines within the project boundaries. Applicant shall submit to the City a letter from IID that satisfies this requirement.
- 39. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.

#### **ROUGH GRADING:**

- 40. Prepare and submit rough grading and erosion control plans for the project.
- 41. The project's soils engineer shall certify to the adequacy of the grading plan.
- 42. All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. The Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be shown on the grading plans. The project's Storm Water Pollution Prevention Plan shall be submitted for the City's review and approval.

#### **PRECISE GRADING:**

- 43. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements, and all other pertinent information shall be submitted for review and approval by the City Engineer.
- 44. Rough grading shall be certified by the project soils engineer prior to issuance of a permit for precise grading or building construction.
- 45. If applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

#### **STREET IMPROVEMENTS:**

46. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for review and approval by the City Engineer. All street improvements including

street lights shall be designed and constructed in conformance with City Municipal Code, General Plan, and Standards and Specifications. Street flow line grade shall have a minimum slope of 0.35 %.

- 47. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.
- 48. Applicant shall construct and dedicate the following streets and street improvements to conform to the General Plan and/or requirements of Traffic Study.
  - 1) Tripoli Way- Public Roadway as shown on the RAC and per these comments shall include the following:
    - a. This street is within Pueblo Viejo District Limit with 33.17 feet of right-of-way from Center Line of Street to the West side of the Street. If street widening is included in the project design for street side parking, then additional right-of-way shall be dedicated such that all public parking and public sidewalks are located within dedicated public right-of-way.
    - b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.
    - c. Applicant shall construct all appurtenant roadway components on west side of Tripoli Way between 6<sup>th</sup> Street and Bagdad Avenue such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfaction of the City Engineer.
    - d. Applicant shall underground all existing dry utilities along west side on Tripoli Way Between 6<sup>th</sup> Street and Bagdad Avenue such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.
  - 2) 6<sup>th</sup> Street- Public Roadway as shown on the RAC and per these comments shall include the following:
    - a. This street is within Pueblo Viejo District Limit with 75 feet of right-of-way.
    - b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other

- appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.
- c. Applicant shall construct all appurtenant roadway components on South side of 6<sup>th</sup> Street between Cesar Chavez Street and Palm Avenue such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfaction of the City Engineer.
- d. Applicant shall underground all existing dry utilities at eastbound lane on 6<sup>th</sup> Street between Cesar Chavez Street and Tripoli Way such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.
- e. Applicant shall improve Intersection at the Northeast and southeast corners of 6<sup>th</sup> street and Cesar Chavez Street including new ADA ramps, Decorative Crosswalk, Traffic Signal modification (if required), Striping and Landscaping by Pueblo Viejo Design Guidelines and to the Satisfaction of the City Engineer.
- f. 6<sup>th</sup> Street improvement plans and specifications shall be provided by the City of Coachella to the project applicant and shall include clearly delineated improvements described as Phase II of the ST-130 Pueblo Viejo Sustainable Transportation Project. The City of Coachella shall complete all improvements identified as Phase I and the project applicant shall complete all improvements identified as phase II, which are generally described above, to complete the 6<sup>th</sup> Street urban corridor improvements.
- g. Include diagonal parking along 6<sup>th</sup> Street to serve project retail units at the direction of the City Engineer. The City Engineer may eliminate the need for diagonal parking if demonstrated by the applicant to be infeasible.
- 3) Bagdad Avenue- Public Roadway as shown on the RAC and per these comments shall include the following:
  - a. This street is within Pueblo Viejo District Limit with 30 feet of right-of-way. If street widening is included in the project design for street side parking, then additional right-of-way shall be dedicated such that all public parking and public sidewalks are located within dedicated public right-of-way.
  - b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.
  - c. Applicant shall construct all appurtenant roadway components on the North side of Bagdad Avenue between Cesar Chavez Street and Tripoli Way such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfact Page 705 City Engineer. Improvements shall include

- replacement of the existing ADA ramp at the northeast corner of Cesar Chavez and Bagdad Avenue.
- d. Applicant shall underground all existing dry utilities at westbound lane on Bagdad Avenue between Cesar Chavez Street and Tripoli Way such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.

#### **SEWER and WATER IMPROVEMENTS:**

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

#### **PRIOR TO ISSUANCE OF BUILDING PERMITS:**

- 51. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
- 52. Prior to issuance of building permits, all required public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed or secured with appropriate sureties to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and onsite improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.
- 53. The applicant's Civil Engineer shall field verify and certify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP.

# PRIOR TO RELEASE OF OCCUPANCY PERMITS/ACCEPTANCE OF PUBLIC IMPROVEMENTS:

54. Prior to issuance of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be

completed to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.

#### **Landscaping**

- 55. 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. Landscape lighting shall be incorporated. All landscape materials shall be identified on a legend and identified graphically on a landscape plan including planting counts, tree caliper, and planted tree heights.
- 56. 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.
- 57. The proposed landscape shall be in conformance with the City's Landscape Development Guidelines and should include water-efficient plantings as encouraged for the commercial development. A detailed landscape and irrigation plan shall be submitted that addresses landscape requirements for the project site. All landscaping shall fulfill the general requirements of the Coachella Municipal Code Chapter 17.54 as follows:
  - a.Internal landscaping equal to a minimum of five percent 5% of the parking area and driveway area is required and shall be distributed throughout the parking area.
  - b.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. The landscaped planter along the north side of the drive-thru lane shall be a minimum of five feet in width.
  - c. Where a drive aisle abuts the side of a parking space a landscaped planter shall separate the parking space from the drive aisle.
  - d.At least one (1) fifteen (15) gallon tree shall be provided within the parking area for every ten (10) parking spaces, with size, height and species acceptable to staff.
  - e. All internal landscape planters shall have permanent and automatic sprinkler or drip irrigation systems.
- 58. The landscape plan shall be revised to accommodate usable areas at the west side of Building A for residents and the customers of the retail space that allow for greater visibility and consistent with the Pueblo Viejo Revitalization Plan goals for common use spaces. Plant trees in grates on west side of Building B retail space and where required for ADA accessibility east and west sides of Building A retail space.
- 59. The Planning Division may request minor substitutions of plant materials or request additional sizing or quantity of materials during plan check.

Item 24.

- 60. The applicant shall submit, and must obtain approval from the Development Services Director, a letter from a registered landscape architect confirming that landscaping and irrigation have been installed in accordance with the approved plans prior to issuance of a certificate of occupancy. Any damaged, dead or decayed landscaping landscape areas within the remainder of the commercial center shall be replaced per approved landscape plans upon landscape inspection by the Development Services Department and prior to issuance of a certificate of occupancy.
- 61. The site landscaping shall be maintained in good condition at all times, and the owner or operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping as soon as practicable, and in accordance with the approved landscape plan. The applicant shall enter into a landscape agreement with the City prior to issuance of a certificate of occupancy to ensure that all proposed landscaping on-site and right-of-way of the project frontage is maintained in a first class conditions.
- 62. Incorporate Hong Kong Orchid Tree for the parkway shade tree along Cesar Chavez Street and use of California Fan Palm shall be replaced with Date Palm.

#### **Coachella Valley Water District:**

63. Applicant must comply with Coachella Valley Water District regulations pertaining to irrigation infrastructure protect-in-place practices, relocation or abandonment of infrastructure, if needed.

#### Fire Department (chris.cox@fire.ca.gov)

- 64. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the fire department for review and approval. The water system shall be capable of delivering the required fire flow. Based on the application, the largest proposed building is 4500 square feet, assuming construction type VB, with fire sprinklers, therefore the minimum required fire flow is 1000 gallons per minute at 20 psi for 2 hours. Fire hydrant location and spacing shall comply with the fire code. An approved water supply for fire protection during construction shall be made available prior to the arrival of combustible materials on site. Reference 2019 California Fire Code (CFC) 507.5.1, 3312, Appendices B and C.
- 65. Fire Department Access: Prior to building permit issuance, a fire access site plan shall be approved. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1
- 66. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1
- 67. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction. Ref. CFC 503.1
- 68. Construction Permits: Building construction plans and fuel dispensing plans shall be submitted to the Office of the Fire Marghal for rayiew and approval. Final conditions will be

- addressed when these plans are reviewed. A copy of the fuel dispensing plans, approved by Riverside County Environmental Health Department, shall be provided to the Office of the Fire Marshal prior to permit issuance.
- 69. Fire Sprinkler System: All new commercial structures 3,600 square feet or larger shall be protected with a fire sprinkler system. Ref CFC 903.2 as amended by the City of Coachella.
- 70. Fire sprinkler system riser shall not be obstructed in any manner. If a system riser is to be concealed by means of a wall, soffit, column, or other building construction, it shall be provided with eighteen (18) inch clearance to each side and to the front of the system riser. Access shall be provided by means of a door with the minimum dimensions two (2) feet six (6) inches in width by six (6) feet eight (8) inches in height from the exterior of the building directly to the riser as approved by the fire code official Ref. RVC Fire IB 06-07.
- 71. Fire Alarm and Detection System: A water flow monitoring system and/or fire alarm system may be required and determined at time of building plan review. Ref. CFC 903.4, CFC 907.2 and NFPA 72
- 72. Knox Box and Gate Access: Buildings shall be provided with a Knox Box. The Knox Box shall be installed in an accessible location approved by the Office of the Fire Marshal. Gates installed across access walkways and maintained locked shall be provided with approved Knox equipment. Electric gate operators shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signaled form the fire apparatus and remain in the fully open position for a minimum of 20 seconds. Ref. CFC 506.1
- 73. Addressing: All commercial buildings shall display street numbers in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

#### **Environmental Compliance:**

- 74. Submit water and sewer plans for approval from Utilities Manager- project required to connect to City public sewer and water system.
- 75. The project will require a Water Quality Management Plan (WQMP)
- 76. Project will be required to install 4G Advanced Metering Infrastructure (AMI) meters at the residential services.
- 77. Backflow devices are required on irrigation meters and all non-residential meters.
- 78. Water service line Type K Soft Copper Tubing Polywrap-C Blue (6Mil, use applicable size)

**EXHIBIT A** 

79. Prior to acceptance of the first set of plan check, the developer/engineer must submit to the City of Coachella hydraulic model and relevant information clearing fire flow requirements,. The developer will be responsible for needed improvements as determined by the hydraulic model.

#### **Code Enforcement**

80. Applicant shall maintain fencing and windscreen that is adequately secured and braced to the satisfaction of the Code Enforcement to deter vandalism and dumping that is regularly occurring on the property prior to construction.

#### **Miscellaneous**

81. Developer shall construct a park on the 9th Street I.I.D. parcel, subject to the design as approved by the City Staff, subject to greater of a minimum construction cost of \$350,000 or half the elevator cost. The applicant shall work collaboratively with staff regarding project savings achieved by the developer to be used to increase funding for park improvements above the construction cost of this condition, increase funding for building upgrades, and/or retail upgrades to attract tenants.

#### TRIPOLI - AFFORDABLE FAMILY APARTMENTS



# CITY OF COACHELLA TRIPOLI - AFFORDABLE FAMILY APARTMENTS

### **DESIGN GUIDELINES**

#### APPLICANT:

TRIPOLI CIC, LP 6339 PASEO DEL LAGO CARLSBAD, CA 92011 CONTACT: DAVID DAVIS 760-456-6000

#### **JURISDICTION:**

CITY OF COACHELLA
DEVELOPMENT SERVICES
1515 SIXTH STREET
COACHELLA, CA 92236
CONTACT: LUIS LOPEZ
760-398-3002

#### PREPARED BY:

TRIPOLI CIC, LP 6339 PASEO DEL LAGO CARLSBAD, CA 92011 CONTACT: DAVID DAVIS 760-456-6000

#### TRIPOLI - AFFORDABLE FAMILY APARTMENTS

#### TRIPOLI - AFFORDABLE FAMILY APARTMENTS

#### I. INTRODUCTION

These Design Guidelines are required pursuant to the City of Coachella C-G PUD (General Commercial, Planned Unit Development). This Overlay Zone will provide for a mixed-use development for up to 108 apartments with approximately 3,000 square feet of ground floor commercial uses and urban open space.

The purpose of these Design Guidelines and Development Standards are to provide guidance for development, construction, new buildings, building additions, site work and landscaping. These guidelines will be used in addition to the zoning in establishing permitted uses, activities and development standards.

These guidelines may be amended from time to time. It is the owner's responsibility to be sure they have current Guidelines and have reviewed all applicable sections, ordinances or regulations that may affect any improvements.

The illustrations, photos and exhibits in this document are intended to convey a concept, not detailed construction drawings for construction. The intent of these guidelines are to provide a framework for preparing construction drawings for approval.

In the event of a conflict between these guidelines and any local, state or federal building and zoning codes. The jurisdictional approved documents shall govern.

#### II. PROJECT DESCRIPTION

The proposed project consists of a mixed-use development on vacant land located on 2.79 acres. The site is in the City of Coachella within a Planned Development (PD) Overlay Zone for a future mixed-use building. The residential affordable apartments will consist of 108 units including thirty (30) three-bedroom, fifty-one (51) two-bedroom and twenty-seven (27) one-bedroom units for families. The project includes one (1) residential unit for a fulltime onsite manager. The Commercial portion consist of two commercial locations. Building A proposes to build 2,062 sf retail space and will front onto 6th Street. Building B proposes to build 1,984 sf of retail space and will be located on the corner of Cesar Chavez and Bagdad Avenue. Building A will be a 3-story structure of wood frame construction with no elevators. Building B will be a 3-story structure of wood frame construction and include elevators. The project will incorporate green strategies such as low flow water fixtures and drought tolerant/native landscaping. The project will be energy efficient and include solar for power generation. Onsite social services provided to residents at no charge.

A 1,790 sf Community Meeting Room will serve the entire project and include a computer lab, kitchen, and leasing office. Laundry facilities will be located in each building. The project will include ADA accessibility and hearing/visually impaired units.

The architectural style utilizes the latest design guidelines from the "Pueblo Viejo Implementation Strategy Plan". This will consist of private patios and balconies along with tower elements.

# A. C-G PUD (GENERAL COMMERCIAL PLANNED UNIT DEVELOPMENT) OVERLAY ZONE)

#### I. Commercial

This intent of this zone is to provide for and encourage the orderly development of commercial areas designed to serve the community-wide needs. Such areas provide a wide variety of goods and services and must be consistent with the overall development of the city and its environs. The provisions of this zone intend to ensure that such commerce will be compatible with adjacent, noncommercial development, and to minimize the undesirable effects of heavy traffic, type of activity, and to set forth site requirements.

#### 2. Residential

The purpose of this chapter is to provide for attractive, planned, residential districts in accordance with the general plan; to provide a means of achieving greater quality, variety and flexibility in residential development on relatively large parcels of land; to encourage more imaginative and innovative design of

projects; to promote more desirable living environments that would not be possible through the strict application of zoning standards; to assist in the development of old or blighted neighborhoods by providing incentives for higher quality multiple residential housing and project design; to require a more efficient use of open space, separation of pedestrian and vehicular traffic and increased project amenities; to insure that such projects will be assets to their surrounding neighborhoods, and safeguards will be required through the conditional use procedure. The overall plan shall provide equivalent or higher standards of development, operation, light, air, safety, convenience and aesthetics, than if developed under the underlying zone.

#### **B. PROPERTY DEVELOPMENT STANDARDS**

The following Property Development Standards shall apply. Dimensions and standards are minimums, and minor variations may be permitted subject to Planning Director review approval, providing the minimums specified herein are maintained as average minimums.

Setbacks:	
Front Setback	Zero (0) to ten (10) feet from property line.
Minimum Building Height	Three (3) stories or forty (40) feet
Upper Floor Setbacks	Ten (10) foot front setback for stories exceeding four (4) stories.
Allowed Residential Densities	Minimum twenty (2) D.U. per acre/ Maximum sixty-five (65) D.U. per acre
Parking:	Residential: 0.5 per one-bedroom, 0.5 per two-bedroom, 0.5 per three-bedroom. Guest parking 0%.
	Retail/Commercial: 40% of 4/1000 sf.
	On-Street parking that is within 500 hundred feet of the main entrance of a development may be utilized to satisfy the requirement for off-street parking.
Unit Size:	1-bedroom 542 sf 2-bedroom 702 sf 3-bedroom 932 sf

#### Walls and Fences:

Walls and fences are subject to the regulations set forth in the City of Coachella Zoning Ordinance. Fencing and wall design shall adhere to the parameters described in these Design Guidelines and/or Codes, Covenants and Restrictions.

#### **Apartment Development:**

Conceptual Site Plan is depicted on Figure 1, Conceptual Floor Plans are depicted on Figure 2, Conceptual Unit Plans are depicted on Figure 3 and Conceptual Elevations are depicted on Figure 4.

#### Animal Keeping:

Consistent with an affordable type of community proposed, pets and animal raising are not permitted.

#### C. PARKING REGULATIONS

All off-street parking shall be in accordance with the regulations set forth by the State of California Density Bonus Law. Parking areas shall be landscaped in accordance with these Design Guidelines.

#### D. GENERAL GUIDELINES - PROJECT THEME

The project is designed as an 100% Affordable Apartment Project whereby the natural character of the site and surroundings are integrated into the community design (Figure 6 Landscape Concept Plan). A landscape theme reminiscent of early California Heritage is used. Landscape themes on 6<sup>th</sup> Avenue will continue the current design associated with the adjacent Pueblo Viejo Villas project and the DPSS building. The property features quality commercial themes along the frontages of the community serving facilities located on Cesar Chavez and 6<sup>th</sup> Street. The project will extend these themes down Tripoli Way and Bagdad with angled parking with landscape pockets. This project will benefit by the Sunline Transit Center which is located on the southeast corner of 4th Street and Cesar Chavez.

#### E. PURPOSE AND INTENT

The purpose and intent of these Design Guidelines is to integrate appropriate planning, architectural and landscape architectural elements within the community and to guide the City of Coachella in the building of the project. The intent of these guidelines is to establish an individual identity, yet blend in with the overall community theme, as well as to blend with the overall community character of Coachella.

These guidelines, together with the other sections of this document, provide the basis of design consistency and serve as an instrument of approval by the City of Coachella Planning Department. This document is used together with the City of Coachella Zoning Ordinance, Building Codes and Planning Regulations that may be amended from time to time. In addition, changes may be made to these guidelines over the life of the project to further enhance the community.

#### F. LANDSCAPE DESIGN GUIDELINES

To reinforce the character of the project, landscape design guidelines for development is set forth in this section, compliment the qualities of the natural environment and surrounding community character. The project incorporates several development standards typical of rural desert communities such as roads without sidewalks, trails and informal landscaping. Public Roads designed to City standards, flow with the

neighborhood and provide continuity. Streetscapes, as well as project entries and key focal points entering the community emulate the character through appropriate signage, landscaping and materials. The project landscape palette complements the themes and character for the City of Coachella.

Adherence to these guidelines helps ensure a quality living environment by creating design continuity throughout the project.

The Landscape Design Guidelines consist of a written summary and graphic exhibits that address the design of typical project elements. All project entry monuments, street scenes, community edges, boundaries and recreation amenities are delineated to further explain the personality of the community. The objectives of the Landscape Design Guidelines are:

- To provide guidance in formulating precise development plans.
- To provide a guide for public agencies, builders, engineers, architects, landscape architects, other professionals and homeowners.
- To provide the City of Coachella assurances that the project develops in accordance with the quality and character proposed in this document.

The Plant Material Guidelines section presents the overall community landscape concept and plant material palette. Information relative to seasonal planting constraints, climate constraints, planting installation, irrigation installation and landscape maintenance are presented as an aid to successful implementation.

### AFFORDABLE FAMILY APARTMENTS DESIGN GUIDELINES

### Street Scenes

The street scene guidelines establish street hardscape, furniture, landscape development, as well as a framework for consistency of design. All landscaping construction drawings require approval of the City of Coachella Planning Department.

### Cesar Chavez "Major Road"

Primary project Frontage is located along the Western Property Line. This street scene development provides for community commercial elements and serves as an introduction to the Commercial uses. The Cesar Chavez street scene is designed to accommodate pedestrian uses and local traffic from the apartments and Transit Center.

The street tree-planting concept for Cesar Chavez, features a row of trees and sidewalk adjacent to the commercial activity. The area between the sidewalk and residential units will be landscaped with desert planting and decomposed granite. The area adjacent to commercial spaces shall be enhance concrete which reflect a local natural appearance.

### 6<sup>th</sup> Street

This is a local road that has been enhance and is a primary access to the City facilities. The intent is to encourage visitors to walk along shaded walkways, trellis's and tree canopies. Elements to be included are landscape planters, interlocking permeable pavers, bike racks, and street trees in planters, benches, sidewalk opening, decorative roadway crossings and trash receptacles.

### Tripoli Wav

This is a local road intended to complete the circulation between the existing residential and commercial activity to the south to Bagdad Avenue. The roadway has been design to accommodate angled parking which provides character along with landscape pockets in an urban style to reduce traffic speeds and provide for traffic calming. Additional traffic calming measure may be required if undesirable conditions are determined.

### **Bagdad Avenue**

This is a local road intended to connect eastern neighborhoods to Cesar Chavez. The roadway has been design to accommodate angled parking which provides character along with landscape pockets in an urban style to reduce traffic speeds and provide for traffic calming.

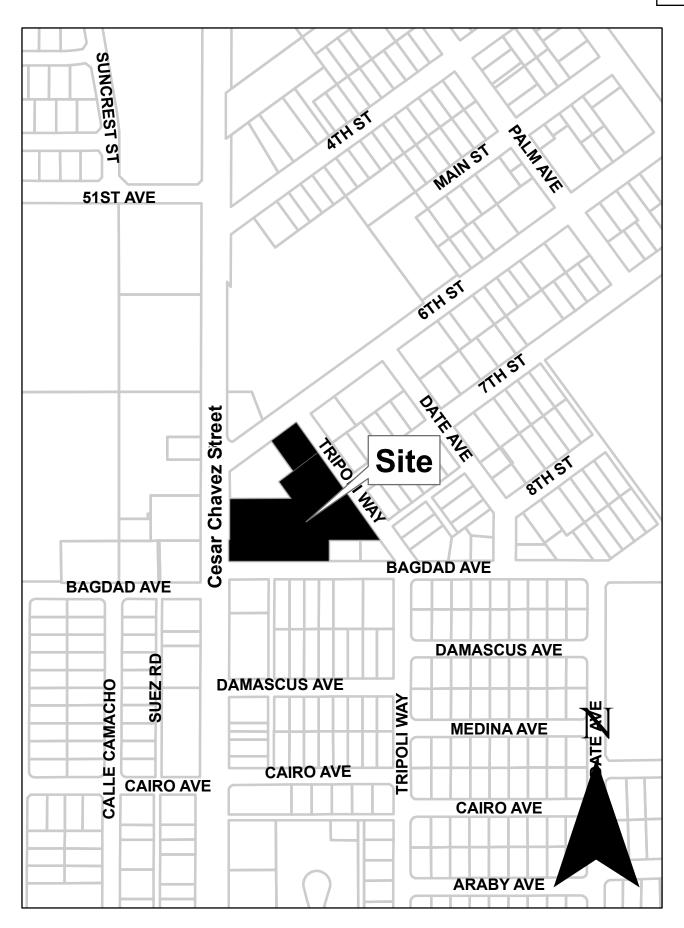
### AFFORDABLE FAMILY APARTMENTS DESIGN GUIDELINES

### **Landscape Planting and Irrigation**

Overall plant material selection for given project areas has compatible drought resistant characteristics wherever possible. Irrigation programming is designed to minimize water application for the entire landscape setting. The limited plant material selections for common landscape areas are contained in the following plant palettes. Plant material not listed may be utilized provided it is appropriate to the intended community character, site conditions and concerns for maintenance.

### **COMMUNITY PLANT PALLET**

Botanical Name	Common Name	
Trees		
Acacia Aneura	Mulsa	
Bauhinia x blakeana	Hong Kong Orchid	
Chilopsis L. 'Timeless Beauty'	Desert Willow	
Ebenopsis Ebano	Texas Ebony	
Ulmus Parvifolia 'Drake'	Drake Elm	
Phoenix Dactylifera	Date Palm	
Large Shrubs		
Encelia Californica	Brittlebush	
Leucophylium Fruitescens	Texas Ranger	
Salvia Leucantha	Mexican Bush Sage	
Small Shrubs		
Carex Tumulicola	Foothill Sedge	
Dalea Greggi	Trailing Indigo Bush	
Dasyliron Wheeleri	Spoon Yucca	
Festuca Glauca	Elijah Blue	
Nandina 'Compacta'	Dwarf Nandina	
Rosa x 'Noare'	Carpet Rose	
Stipa Tenuissima	Mexican Feather Grass	
Ground Cover		
Decomposed Granite	DG	



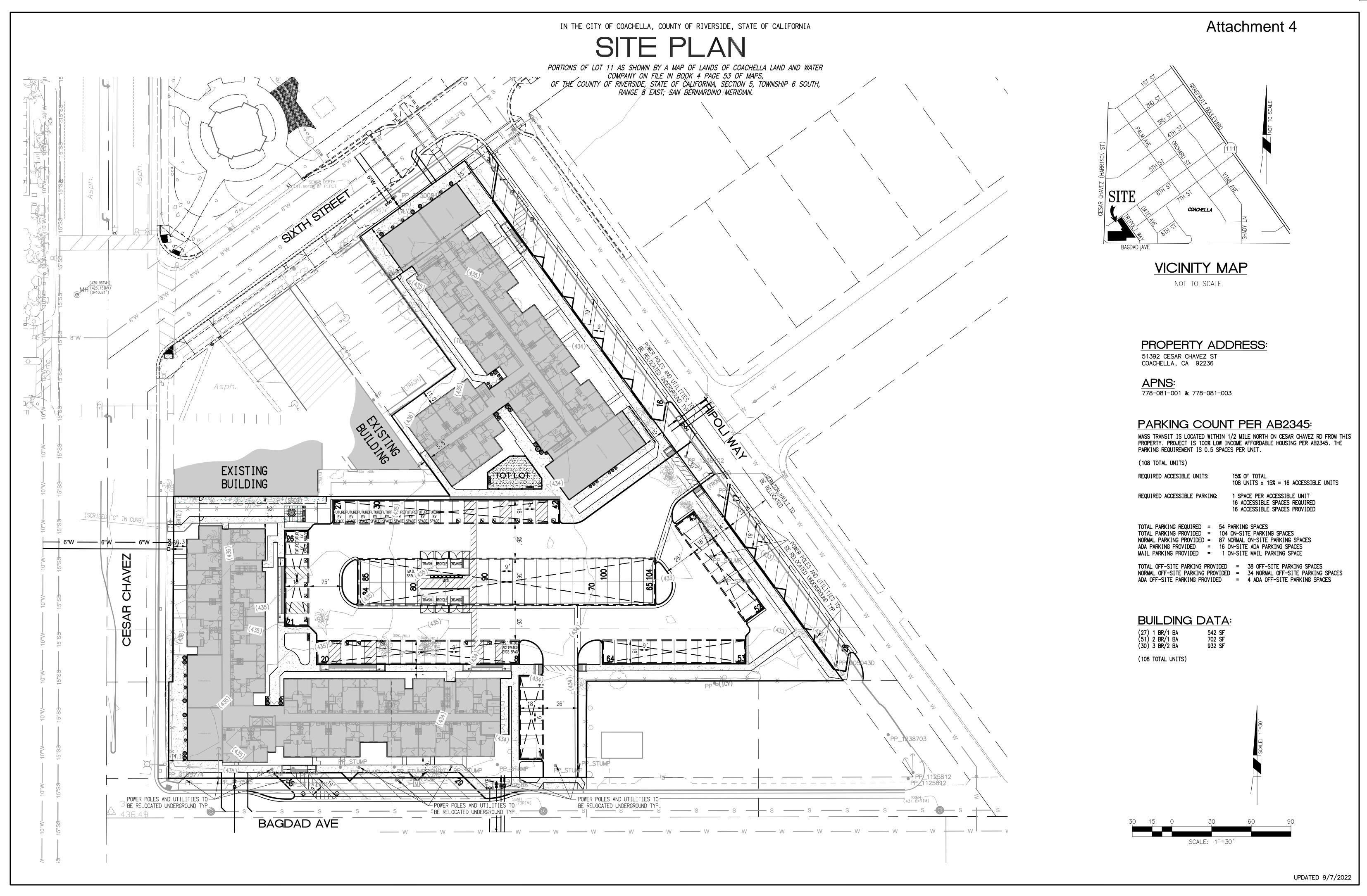
**Vicinity Map** 













SIXTH STREET



CESAR CHAVEZ

## T R I P O L I CHELSEA INVESTMENT CORPORATION





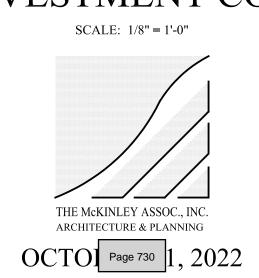
# BUILDING A

**BUILDING DATA** 

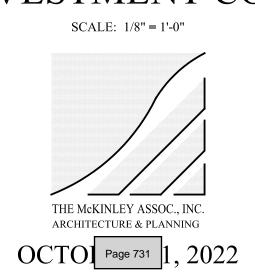
12 1BR/1BA 542 SQ. FT 24 2BR/1BA 702 SQ. FT 14 3BR/2BA 932 SQ. FT

50 TOTAL UNITS

TRIPOLI - BUILDING A FIRST FLOOR BUILDING PLAN CHELSEA INVESTMENT CORPORATION

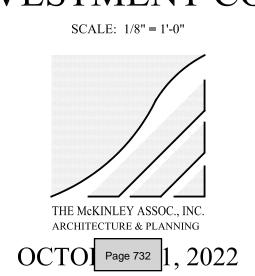


# TRIPOLI - BUILDING A SECOND FLOOR BUILDING PLAN CHELSEA INVESTMENT CORPORATION

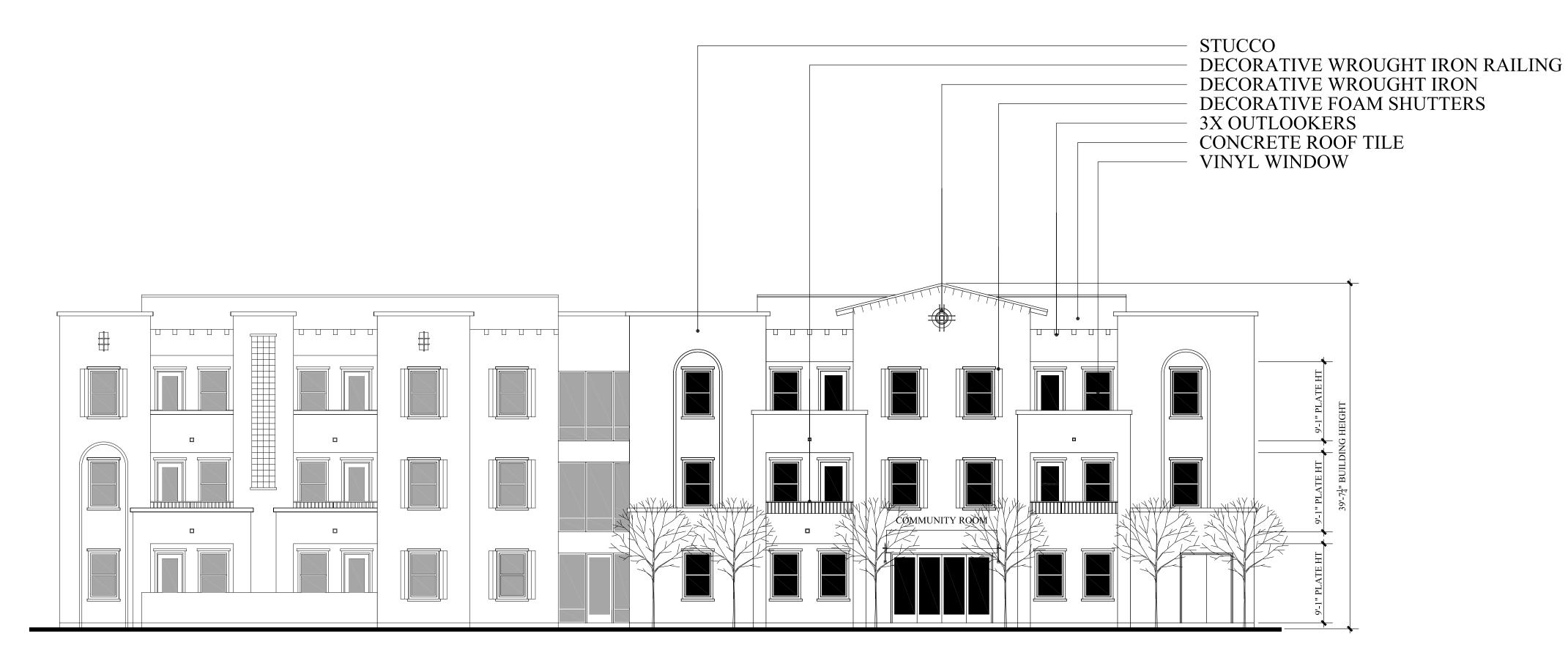




TRIPOLI - BUILDING A
THIRD FLOOR BUILDING PLAN
CHELSEA INVESTMENT CORPORATION

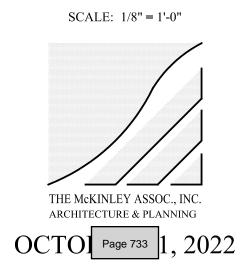


BUILDING A - NORTH ELEVATION



BUILDING A - SOUTH ELEVATION

TRIPOLI - BUILDING A
BUILDING ELEVATIONS
CHELSEA INVESTMENT CORPORATION



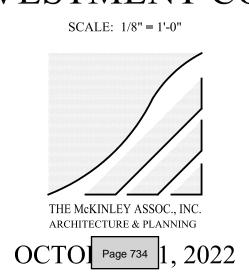


BUILDING A - EAST ELEVATION



BUILDING A - WEST ELEVATION

TRIPOLI - BUILDING A
BUILDING ELEVATIONS
CHELSEA INVESTMENT CORPORATION





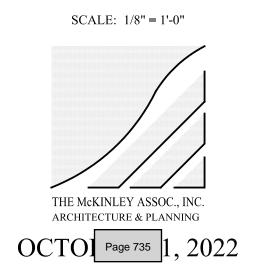
# **BUILDING B**

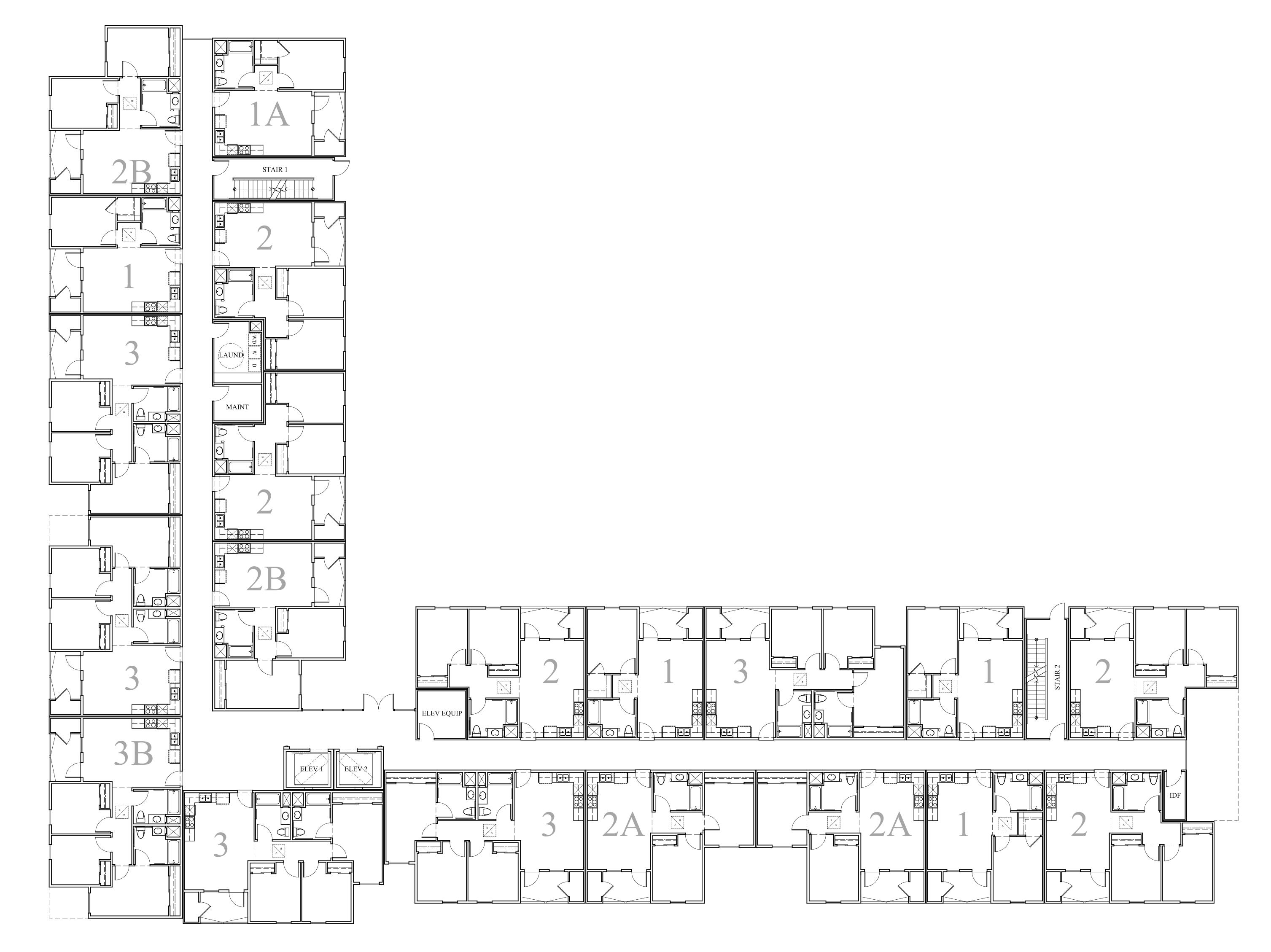
BUILDING DATA

15 1BR/1BA 542 SQ. FT 27 2BR/1BA 702 SQ. FT 16 3BR/2BA 932 SQ. FT

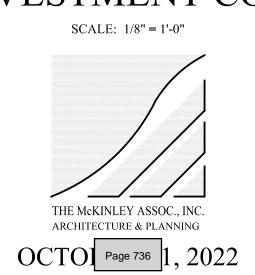
58 TOTAL UNITS

TRIPOLI - BUILDING B FIRST FLOOR BUILDING PLAN CHELSEA INVESTMENT CORPORATION



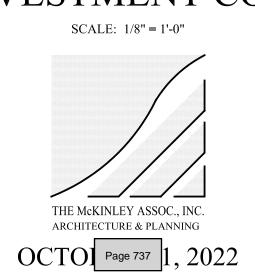


# TRIPOLI - BUILDING B SECOND FLOOR BUILDING PLAN CHELSEA INVESTMENT CORPORATION





TRIPOLI - BUILDING B
THIRD FLOOR BUILDING PLAN
CHELSEA INVESTMENT CORPORATION



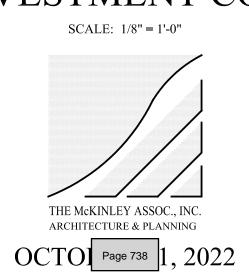


BUILDING B - NORTH ELEVATION



BUILDING B - SOUTH ELEVATION

TRIPOLI - BUILDING B
BUILDING ELEVATIONS
CHELSEA INVESTMENT CORPORATION



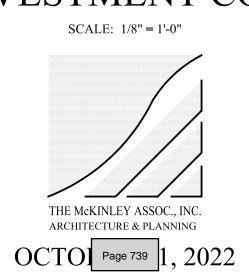


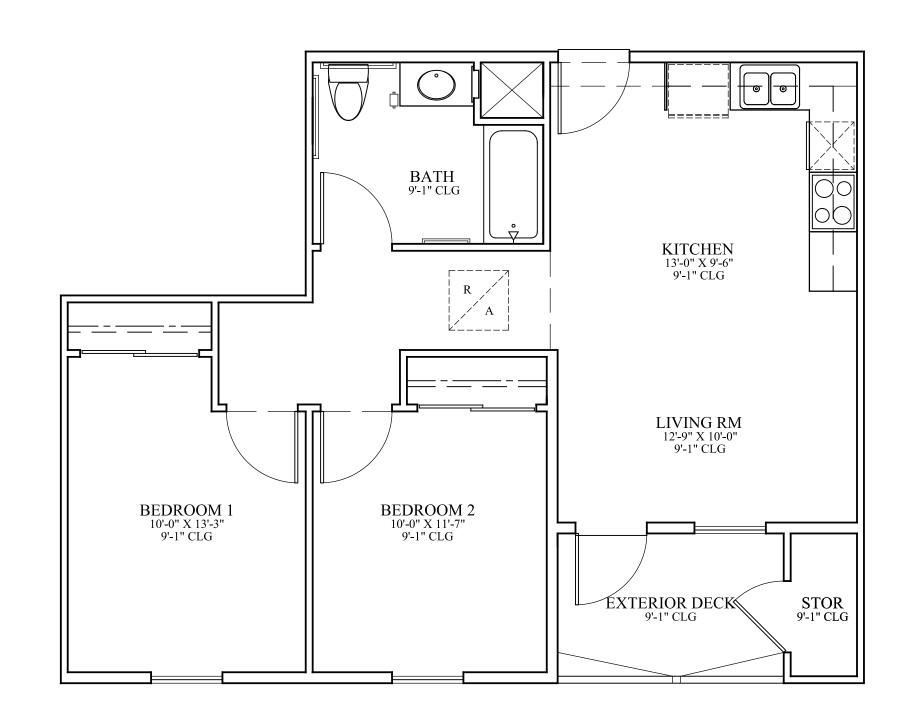
BUILDING B - WEST ELEVATION

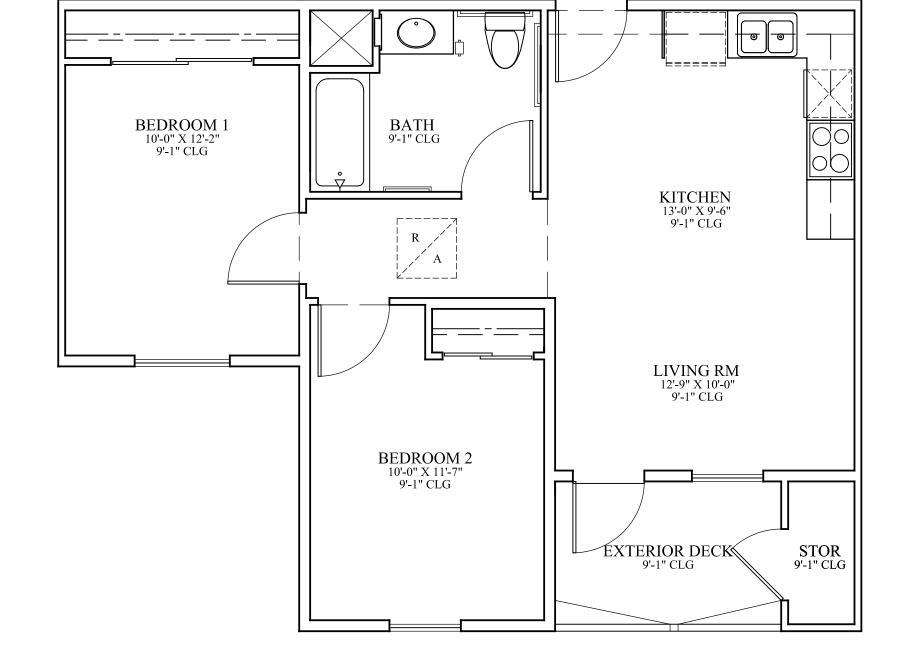


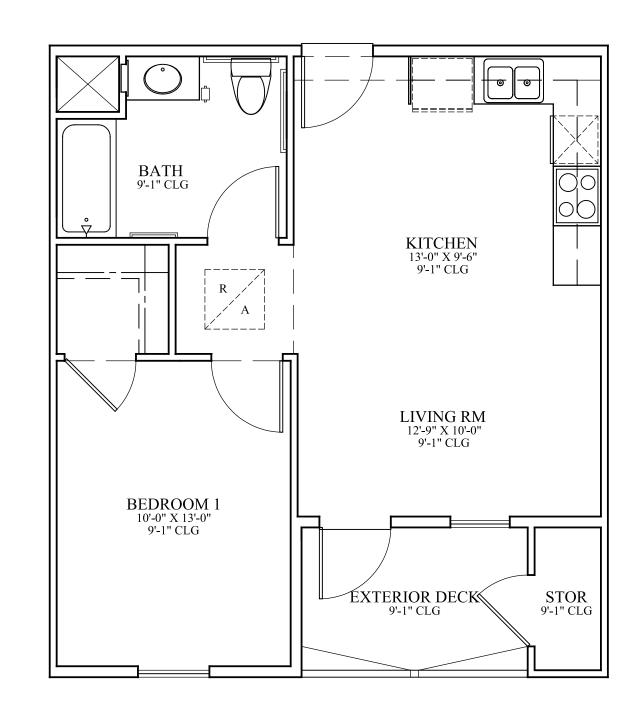
BUILDING B - EAST ELEVATION

TRIPOLI - BUILDING B
BUILDING ELEVATIONS
CHELSEA INVESTMENT CORPORATION









TWO BEDROOM UNIT B

SCALE: 1/4" = 1'-0"

UNIT: 709 SQ. FT. DECK: 60 SQ. FT. STORAGE: 198 CU. FT. TWO BEDROOM UNIT A

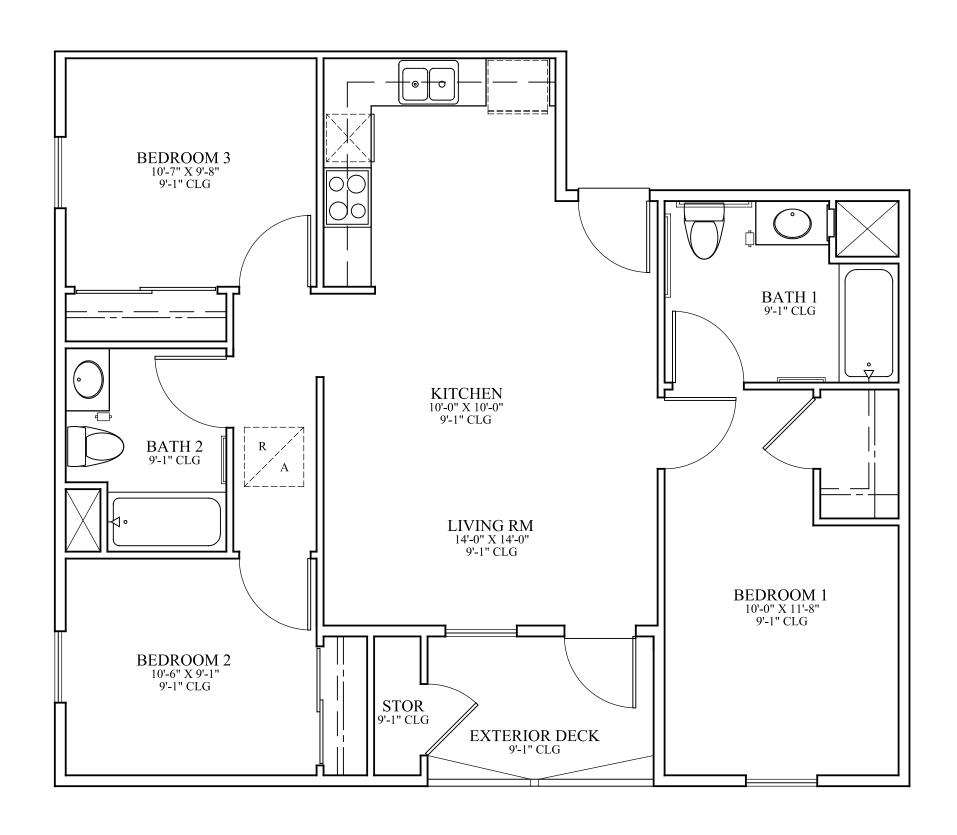
SCALE: 1/4" = 1'-0"

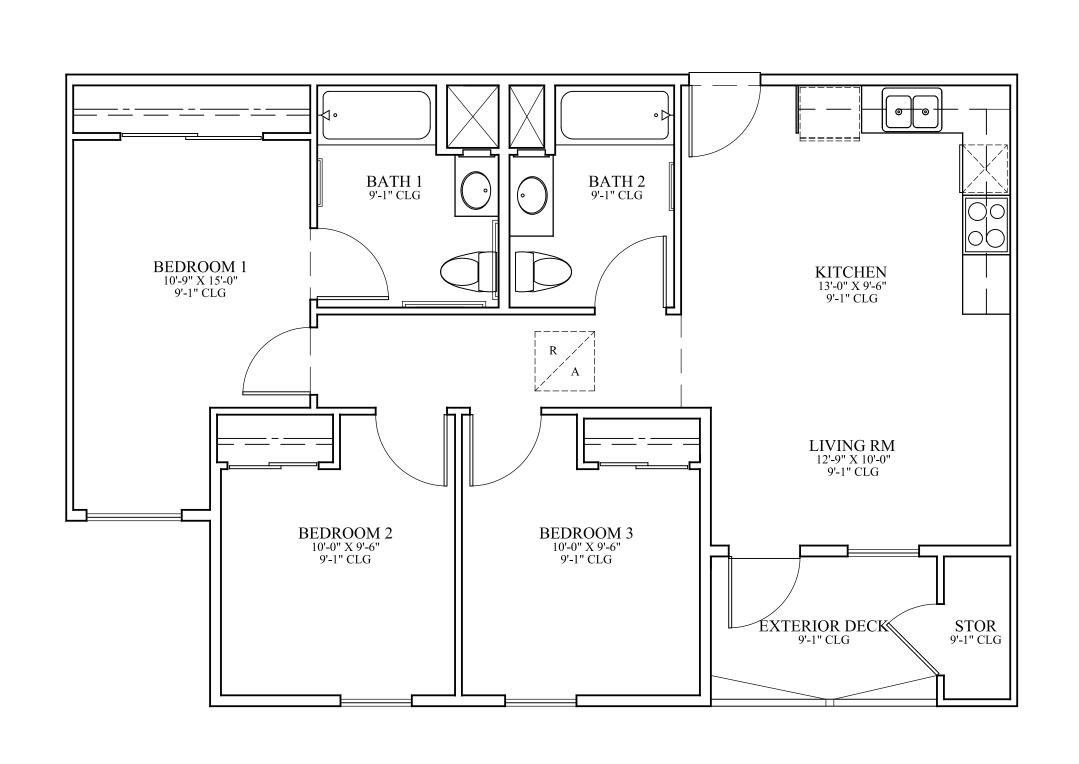
UNIT: 702 SQ. FT.
DECK: 60 SQ. FT.
STORAGE: 198 CU. FT.

ONE BEDROOM UNIT

SCALE: 1/4" = 1'-0"

UNIT: 542 SQ. FT. DECK: 60 SQ. FT. STORAGE: 198 CU. FT.





THREE BEDROOM UNIT B

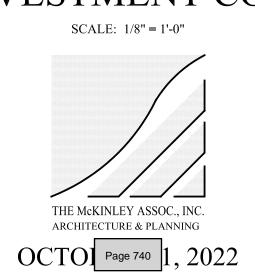
SCALE: 1/4" = 1'-0"

THREE BEDROOM UNIT A

SCALE: 1/4" = 1'-0"

UNIT: 932 SQ. FT. DECK: 60 SQ. FT. STORAGE: 198 CU. FT.

TRIPOLI UNIT PLANS
CHELSEA INVESTMENT CORPORATION























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**TRIPOLI** 

CHELSEA INVESTMENT COMPANY

COACHELLA, CALIFORNIA

LANDSCAPE CONCEPT PLAN

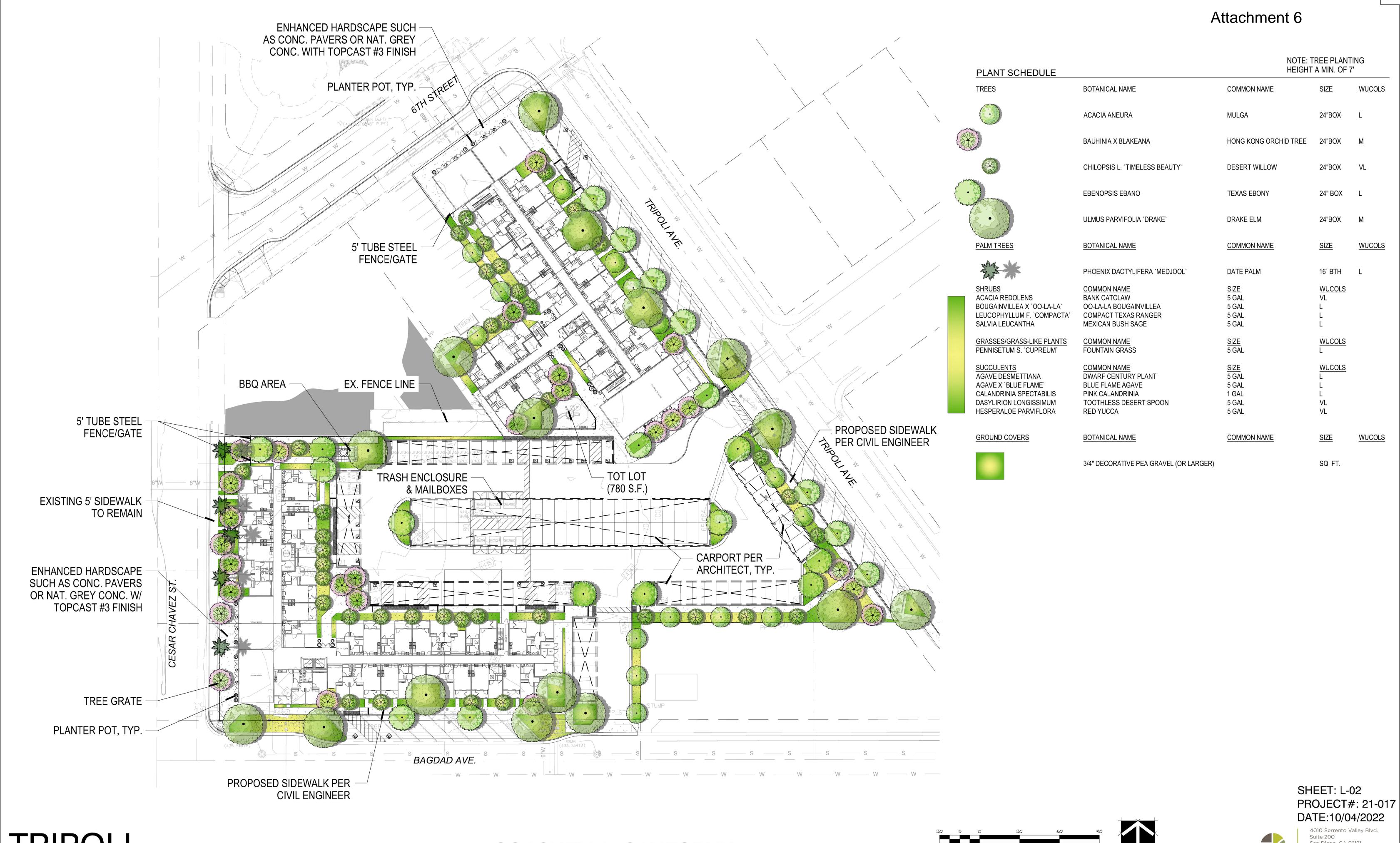




DATE:10/04/2022

San Diego, CA 92121 gmplandarch.com T 858 558 8977 LANDSCAPE **ARCHITECTURE** 

& PLANNING



**TRIPOLI** 

CHELSEA INVESTMENT COMPANY

COACHELLA, CALIFORNIA

LANDSCAPE - ILLUSTRATIVE PLAN



4010 Sorrento Valley
Suite 200
San Diego, CA 92121

gmplandarch.com
T 858 558 8977

LANDSCAPE
ARCHITECTURE
& PLANNING

<u>Table 2 – Development Standards</u>

	Zoning Ordinance/ Pueblo Viejo Revitalization Plan	Proposed	Complies with Code
Parking (Minimum)	Zoning - Retail: 1 parking space for each 250 sq. ft. of gross floor area. Restaurants: 1 space per each 45 sq. ft. of customer area plus one space for each 200 sq. ft. of non customer area.  Multi-family: requires One space per dwelling unit.  PV standards- Mixed-Use: 3 spaces for 1,000 sq. ft. of gross floor area. Or 362 spaces	-On-Street Parking 38 spaces -On-Site Parking 104 spaces Total spaces: 142 spaces	No –Due to density bonus law 61 spaces required.
Lot Requirements	<b>Zoning</b> - Minimum Lot width 50'	Lot width exceeds 50'	Yes
Height (maximum)	Zoning - 35' maximum  PV standards — No maximum, but requires at least a minimum 3 stories.	60'	No – Though complies with PV standards
Density	Zoning – No density standard in C-G zoning.  PV Standards – 20-65 du/acre	38 du/acre	Yes – Complies with PV standards and General Plan
Unit Size	Zoning – None PV Standards –  1 bedroom 750 sq. ft.  2 bedroom 900 sq. ft.  3 bedroom 1,050 sq. ft.	<ul> <li>1 bedroom 542 sq. ft.</li> <li>2 bedroom 702 sq. ft.</li> <li>3 bedroom 932 sq. ft.</li> </ul>	No –but may be permitted in the PUD
Public Open Space Requirement	<b>Zoning</b> – None <b>PV</b> Standards – 10% for development over ½ acre	No public open space provided.	No
Landscaping	<ul> <li>Zoning</li> <li>Parking area or driveway abutting a street requires a 10' setback fully landscaped.</li> </ul>	<ul> <li>All areas exceed 10' fully landscaped setback</li> <li>Internal landscaping % not identified but</li> </ul>	Substantially in compliance. Project conditioned to comply with all

	<ul> <li>Internal landscaping equal to a minimum of 5% of the parking and driveway area.</li> <li>One 15 gallon tree for every 10 parking spaces.</li> <li>All landscape planter beds in interior parking areas shall be not less than 5' in width</li> </ul>	required by condition of approval.  • Due to Solar Canopy structures for on-site parking this 15 gallon tree standard cannot be met.  • The rear property line planter to the rear of Panda Express is less than 5'.	landscape standards.
Mixed-Use	<b>Zoning</b> – residential uses not	<b>Zoning</b> – Applicant	${f Zoning}$ $-$
Standards	permitted, unless a	proposes zone change to	with
	proprietor/manager/custodian	allow mixed-use	approval of
	unit.	development with a	Change of
	PV Standards	planned unit development	Zone
	• Residential first floor	PV standards	PV
	development floor height	• First floor development	Standards
	must be elevated at least 3'	floor height is <b>Not</b> 3'	Complies
	above the sidewalk plane.	above the sidewalk	generally
	• The first floor must be a	• The first floor retail	except for
	minimum of 15 feet in height	Not 15 feet in height.	residential
	to accommodate modern		first floor
	commercial/retail activities.		and retail
			height.

Modifications as requested below are required to align the current building plans with the Conditions of Approval to allow for the city to issue a building permit ready letter prior to the 5/26 target closing deadline (6/5 statutory). The deadline to close is a governmental requirement that cannot be extended. The permit ready letter is required for closing. If the deadline is missed the project's financing will be revoked.

### **RESOLUTION NO. 2023-11**

Attachment 1

A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL Attachment 8 APPROVING OF A SECOND AMENDMENT TO CONDITIONAL USE PERMIT NO. 351 AND ARCHITECTURAL REVIEW NO. 22-04, AMENDING THE CONDITIONS OF APPROVAL FOR THE TRIPOLI MIXED-USE DEVELOPMENT CONSISTING OF 108 RESIDENTIAL APARTMENT UNITS AND FOUR RETAIL TENANT SPACES ON 2.8 ACRES AT THE NORTHEAST CORNER OF CESAR CHAVEZ STREET AND BAGDAD AVENUE. (APN 778-081-003 AND 778-081-001) CHELSEA INVESTMENT CORPORATION (APPLICANT).

WHEREAS Coachella Investment Corporation filed an application for a second amendment to Conditional Use Permit (CUP 351) and Architectural Review (AR) 21-12 to modify conditions of approval and project design of a mixed-use development consisting of 108 affordable apartment units and 4 retail tenant spaces within two buildings located at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN 778-081-003 and 778-081-001); and,

**WHEREAS** on May 11, 2022, the City Council of the City of Coachella held a duly noticed public hearing and approved Conditional Use Permit No. 251 and Architectural Review No. 22-04 and adopted Ordinance No. 1193 for Change of Zone No. 22-01 on May 25, 2022; and

WHEREAS on November 9, 2022, the City Council of the City of Coachella held a duly noticed public hearing regarding proposed a first amendment to the subject application, considered written and oral comments, and facts and evidence presented by the applicant, City staff, and other interested parties; and

WHEREAS on February 15, 2023, the Planning Commission of the City of Coachella held a duly noticed public hearing regarding proposed second amendment to the project in the subject application, considered written and oral comments, and facts and evidence presented by the applicant, City staff, and other interested parties and recommended approval of the amendments with modifications; and

WHEREAS on March 8, 2023, the City Council of the City of Coachella held a duly noticed public hearing regarding proposed second amendment to the project in the subject application, considered written and oral comments, and facts and evidence presented by the applicant, City staff, and other interested parties; 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 Planning Division completed an initial environmental assessment of the above matter and in accordance with the California Environmental Quality Act (CEQA) recommends the City Council determine the project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, and where the project site has no value as habitat for endangered, rare or threatened species, and where the site can be adequately served by all required utilities and public services, and the project will not result in any significant effects relating to traffic, noise, air quality, or water quality.

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 hereby resolve as follows:

### **Section 1.** Incorporation of Recitals

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as fully set forth in this resolution.

### Section 2. CEQA Findings

Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the Planning Commission, and the facts outlined below, the Planning Commission hereby finds and determines that the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, and where the project site has no value as habitat for endangered, rare or threatened species, and where the site can be adequately served by all required utilities and public services, and the project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The subject site is surrounded on all sides by urban uses and has no suitable habitat for endangered species. There are existing utilities and public services available to serve the site. As proposed, the project will comply with General Plan policies and zoning code regulations and the project does not result in any significant traffic, air quality, or water quality impacts. As such, no additional environmental review is required.

### **Section 3.** Conditional Use Permit and Architectural Review Findings

With respect to Conditional Use Permit (CUP) 351 and Architectural Review 22-04, the Planning Commission finds as follows for the proposed for the 108 unit mixed-use development project:

- 1. The Conditional Use Permit and Architectural Review is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Downtown Center land use designation that allows for a range of retail uses. The proposed uses on the site are in keeping with the policies of the Downtown Center land use classification and the Project is internally consistent with other General Plan policies that allows for multi-family residential development. The proposed structures on the site are in keeping with the policies of the Downtown Center land use classification and the project is internally consistent with other General Plan and the Pueblo Viejo Revitalization Plan policies for this type of development. The project is consistent with the policies of the Land Use and Community Character's Sub-Area #2 policies which recognize that Downtown is the heart of the City where mixed use development is also encouraged that create a new gateway to downtown at the intersection of Sixth Street and Cesar Chavez Street.
- 2. The proposed uses will be located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area. The proposed project is in compliance with the applicable development standards for the C-G (General Commercial) Zoning District of the City's Zoning Code and the project request modified development standards through approval of a planned unit development overlay to allow for a mixed-use development consistent with the density permitted of the General Plan of 20-65 dwelling units per acre and consistent with the Pueblo Viejo Revitalization Plan.
- 3. Consideration is given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities, to harmful effect, if any, upon desirable neighborhood character, to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the development. The proposed project is in compliance with the applicable development standards for the C-G (General Commercial) Zoning District of the City's Zoning Code. The proposed development consists a 108 apartment units and 4 retail spaces. The proposed uses will be compatible with existing adjacent uses that include single family residential, multi-family uses, and commercial uses within the immediate vicinity.
- 4. The Project will be compatible with neighboring properties with respect to land development patterns. The proposed development would develop according to the development standards of the C-G Zone at a scale, massing, and aesthetic appeal of existing development is in keeping with development of neighboring properties such as Pueblo Viejo Villas. The plans submitted for this project propose a commercial and multi-family residential use with amenities for the future residents of the site that are permitted in the C-G PD (General Commercial, Planned Development) zone. The project would promote a well-designed pedestrian realm that includes shade and a safe pedestrian environment for pedestrians.

two

5. The proposed use will include three new vehicular approaches to the property designed to improve off-site and on-site vehicular circulation for existing traffic on surrounding public streets or roads. Evidence of this is reflected in the provided site plan design. The

The site will include only 2 vehicular approaches

three new proposed drive aisles and internal circulation have been reviewed and approved by the Fire Department and the Engineering Department.

#### City Council Approval Section 5.

Attachment 8

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council hereby approves a second amendment to Conditional Use Permit (CUP 351), and Architectural Review 22-04 for the Tripoli Mixed-Use Project development and subject to the Conditions of Approval as set forth in "Exhibit A" and Planned Unit Development Guidelines/Standards for the Tripoli Mixed-Use project in "Exhibit B."

PASSED APPROVED and ADOPTED this 8th day of March 2023 by the following vote:

AYES: 5-0 by unanimous voice vote

NOES:

ABSENT:

ABSTAIN:

Steven A. Hernandez

Mayor

ATTEST:

Angela M. Zepeda

City Clerk

APPROVED AS TO FORM:

Carlos Campos

City Attorney

three new proposed drive aisles and internal circulation have been reviewed and approved by the Fire Department and the Engineering Department.

Attachment 8

### Section 5. City Council Approval

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council hereby approves a second amendment to Conditional Use Permit (CUP 351), and Architectural Review 22-04 for the Tripoli Mixed-Use Project development and subject to the Conditions of Approval as set forth in "Exhibit A" and Planned Unit Development Guidelines/Standards for the Tripoli Mixed-Use project in "Exhibit B."

PASSED APPROVED and ADO	PTED this	s 8 <sup>th</sup> day of	March 202	3 by the
following vote:		,		
AYES:				
NOES:				
ABSENT:				
ABSTAIN:				
Steven A. Hernandez Mayor				
ATTEST:				
Angela M. Zepeda City Clerk				*,
APPROVED AS TO FORM:				

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Carlos Campo City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. <u>2023-11</u> was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 8<sup>th</sup> day of March 2023 by the following vote of Council:

AYES:

5-0 by unanimous voice vote

NOES:

ABSENT:

ABSTAIN:

Angela M. Zepeda

City Clerk

### Exhibit A - Resolution No. PC2023-11 CONDITIONS OF APPROVAL

Attachment 8

### CONDITIONAL USE PERMIT NO. 351, ARCHITECTURAL REVIEW NO. 22-04 TRIPOLI MIXED-USE PROJECT

(Changes to conditions of approval include new language in BOLD and removed language in strike out)

### **General Conditions**

1. Conditional Use Permit No. 351 and Architectural Review 22-04 shall be valid for 12 months Expiration from the effective date of said City Council approvals unless the applicant requests an 5/11/23. extension of time and granted by the Planning Commission. The conditional use permit shall Extension expire and shall become void one year following the date on which the conditional use requested. became effective, unless prior to the expiration of one year a building permit is issued and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.

- 2. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
- 3. Within five business days of project approval, the applicant shall submit to the Planning Division a check made payable to the County of Riverside in the amount of \$50 for filing the CEQA Notice. (City of Coachella submitted this documentation).
- 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 the conditional use permit or architectural review. (City to provide Application and /or Fees)
- 5. 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.
- 6. The working drawings shall include within the first four pages a list of all conditions of approval included in this resolution.

7. Add electric vehicle infrastructure within the project site and at improved on-street parking areas per CBC and State requirements.

Attachment 8

- 8. Add 1 on-site parking spaces for van pools.
- 9. The applicant shall accommodate an elevator for Building A and B.
- 10. The applicant or successor in interest shall annex the subject property into the City's Community Facilities District (CFD 2005-1) for City police, fire and paramedic services, prior to issuance of a building permit for the first phase of construction.
- 11. The applicant or successor in interest shall install "purple pipe" for a future tertiary water distribution system that would serve the irrigation needs of all common areas of the project including perimeter landscaping, entry features and median island planters, and retention basins, subject to review and approval by the City Engineer.
- 12. Provide secure bicycle parking and storage for apartment tenants and guests (General Plan Community Health and Wellness Element Goal 5).
- 13. 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.
- 14. Applicant shall work with City on a potential location for the City's Art in Public Places program that may include decorative, ornamental or architectural elements commissioned from an artist as an integral aspect of the project structure or site.

### Architectural Design, Character and Massing

15. All first floor dwelling units facing the public streets shall have a rear patio gate accessible from the Bagdad Avenue, Tripoli Street and Cesar Chavez Street sidewalk areas, with a fenced and patio enclosure.

16. A lighting exhibit shall be provided for landscape areas and external building lighting lighting lighting exhibit shall be provided for landscape areas and external building lighting lighting lighting exhibit shall be provided for landscape areas and external building lighting lighting lighting lighting exhibit shall be provided for landscape areas and external building lighting linduction lighting lighting lighting lighting lighting lighting li External building lighting shall be decorative in design and be consistent with Sp Therefore the Architectural Revival design to the satisfaction of the Development Services Director following changes

17. Retail ceiling height may be 9'-1" feet.

18. The applicant shall work with the Development Services Director on project architecture. design modifications prior to building permit submittal that include:

> a. Ensuring sufficient window recesses. Proposed foam enhancements arou window areas may be removed with sufficient window recesses.

> b.If window shutters are used they should be sage green or blue in color simila original elevation design.

c. Painting window edges colors consistent with Spanish Colonial Revival desiglecorative balcony d.Corner towers for building A and B shall be modified as follows:

i. Balance the design of tower areas between the top of the retail space of the curved bottom of roof cornice trim.

ii. Consider a more ridged decorative cornice trim to create more shad. Divided lites are

iii. Include an enhanced decorative baleony structure at each tower that provided at retail provides visual focal point from Cesar Chavez Street and 6th Street, and tower

e. Utilize an alternate color banding at the building base such as terracota color. elements

f. Awnings shall be designed and constructed to support a catenary curve comn. Delete with Spanish Colonial Revival design to also increase window visibility.

g. Massing on walls between retail windows shall be wider consistent with the original project design and windows for retail shall be recessed similar to original design.

h.Increase use of divided lites on windows consistent with Spanish Colonial Revival design

i. Utilize a similar tower feature on the north end of Building B along Cesar Chavez to original approved elevation drawing.

j. Move pronounced tower feature on Building B completely to the corner of C Chavez Street and Bagdad Avenue.

19. Applicant may use blended concrete tile for the appearance of Spanish Colonial Rearchitecture.

20. Stucco walls may consist of a 60/40 sand finish.

- 21. All roof mounted mechanical equipment 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. Roof Top Unit (RTU) screens shall not satisfy this condition for roof mounted equipment screening.
- 22. Trash enclosures installed for the project shall be compatible architecturally with the building. The enclosure shall be constructed to Burrtec Waste Management Standards and an open trellis shall be incorporated on all three proposed trash enclosures.
- 23. The sign program shall be revised so that cabinet type signs are permitted only as secondary

Conditions are specific to the EXHIR previous design that the developer could not afford to are requested: a. Current recessed windows are sufficient. c. Delete. Windows are vinyl and do not have a detail for contrast paint d.iii Delete e. Delete banding awnings <del>re</del>quirement for second tower feature on Cesar Chavez. j. Delete moving tower feature to corner The developer assumes the current design is in compliance with all

other requirements

of section 18.

to the individual channel letters advertising a business and that raceway signs are prohibited.

### Public Realm/Streetscape

Attachment 8

- 24. The sidewalks along Cesar Chavez Street shall be expanded to provide access and seating into the ground floor commercial spaces with an urban character, and reduced perimeter planter areas, including adjacent to the building edge. Residential units shall provide a new access to the existing sidewalk.
- 25. Incorporate a minimum 10 foot wide sidewalk along the Bagdad Avenue frontage of the retail space of building B.
- 26. Expand hardscape are at the right edge of the pedestrian apron on the corner of Bagdad Avenue and Cesar Chavez Street to enhance the pedestrian experience.
- 27. Incorporate pavers or alternative decorative paving at vehicle entrances at Bagdad Avenue and Tripoli Way consistent with the Pueblo Viejo design theme.
- 28. Reduce landscape areas directly at the sides of the retail space at Building A and replace with decorative hardscape to accommodate outdoor seating and public engagement areas.

### General - Engineering

- 29. A focused Traffic Analysis (TA) shall be prepared for the project by an appropriately licensed professional engineer. Prior to the preparation of the TA, the engineer shall submit a scoping letter for the TA for the City Engineer's approval. The TA shall include but not limited to identification of trip generation, traffic distribution and impact on existing transportation facilities and at time of General Plan build-out, all relevant, ingress and egress movements, lines of sight, queuing analysis, and alignment studies (preliminary signing and striping plan). Applicant shall obtain approval of site access and circulation from the Fire Marshall.
- 30. A preliminary soils report shall be prepared for the project by an appropriately licensed professional engineer. At a minimum, the soils report shall provide specific analyses and recommendations for grading, pavement structural sections, and infiltration.

A comprehensive drainage report, prepared by California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. The report shall contain pre- and post-development hydrology maps showing on-site and off-site tributary drainage areas and shall be prepared in accordance with the requirements of the Riverside County Flood Control District. Adequate provisions shall be made to accept and conduct the existing tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or downstream properties. If the design of the project includes a retention basin, it shall be sized to contain the runoff resulting from a 10-year storm event and the runoff from a 100-year storm event shall be contained within basin with shallow ponding (3.5' max.). The basin shall be designed to evacuate a 10-year storm event within 72 hours. The size of the retention basin(s) shall be determined by the hydrology report and be approved by the City Engineer. Retention basin shall be provided with a minimum of 2.00 feet sandy soil if determined to contain silt or clay materials. Maximum allowable percolation

rate for design shall be 10 gal./s.f./day unless otherwise approved by the City Engineer. A percolation test for this site is required to be submitted. A combination drywell vertical drain field shall be constructed at all points where runoff enters the retention basin. DAttachment 8 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.

- 31. Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 32. A storm water quality management plan shall be prepared for the project by California Registered Civil Engineer in compliance with NPDES and State Water Quality Control Board regulations. The project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume.
- 33. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a WQMP for plan review accompanied by a \$3,000 plan check deposit for approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.
- 34. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities, in bond form, in amount of \$2,000.00 per acre of gross area, and a one- time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella.
- 35. Applicant shall submit for review and approval by the City Engineer all documents related to any existing and proposed on-site and off-site easements that may affect the development of the site. All easements shall be identified on the engineering plans.
- 36. 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.
- 37. Applicant shall obtain approval of site access and circulation from Fire Marshall.
- 38. The applicant shall provide necessary utility easements for IID and underground overhead distribution lines within the project boundaries. Applicant shall submit to the City a letter from IID that satisfies this requirement.
- 39. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.

#### **ROUGH GRADING:**

Attachment 8

- 40. Prepare and submit rough grading and erosion control plans for the project.
- 41. The project's soils engineer shall certify to the adequacy of the grading plan.
- 42. All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. The Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be shown on the grading plans. The project's Storm Water Pollution Prevention Plan shall be submitted for the City's review and approval.

#### PRECISE GRADING:

- 43. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements, and all other pertinent information shall be submitted for review and approval by the City Engineer.
- 44. Rough grading shall be certified by the project soils engineer prior to issuance of a permit for precise grading or building construction.
- 45. If applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

#### STREET IMPROVEMENTS:

46. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for review and approval by the City Engineer. All street improvements including

street lights shall be designed and constructed in conformance with City Municipal Code, General Plan, and Standards and Specifications. Street flow line grade shall have a minimum slope of 0.35%. Attachment 8

- 47. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.
- 48. Applicant shall construct and dedicate the following streets and street improvements to conform to the General Plan and/or requirements of Traffic Study.
  - 1) Tripoli Way- Public Roadway as shown on the RAC and per these comments shall include the following:
    - a. This street is within Pueblo Viejo District Limit with 33.17 feet of right-of-way from Center Line of Street to the West side of the Street. If street widening is included in the project design for street side parking, then additional right-of-way shall be dedicated such that all public parking and public sidewalks are located within dedicated public right-of-way.
    - b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.
    - c. Applicant shall construct all appurtenant roadway components on west side of Tripoli Way between 6<sup>th</sup> Street and Bagdad Avenue such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfaction of the City Engineer.
  - d. Applicant shall underground all existing dry utilities along west side on Tripoli Way Between 6<sup>th</sup> Street and Bagdad Avenue such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.
  - 2) 6<sup>th</sup> Street- Public Roadway as shown on the RAC and per these comments shall include the following:
    - a. This street is within Pueblo Viejo District Limit with 75 feet of right-of-way.
    - b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other

appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.

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- c. Applicant shall construct all appurtenant roadway components on South side of 6<sup>th</sup> Street between Cesar Chavez Street and Palm Avenue such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfaction of the City Engineer.
- d. Applicant shall underground all existing dry utilities at eastbound lane on 6<sup>th</sup> Street between Cesar Chavez Street and Tripoli Way such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.
- e. Applicant shall improve Intersection at the Northeast and southeast corners of 6<sup>th</sup> street and Cesar Chavez Street including new ADA ramps, Decorative Crosswalk, Traffic Signal modification (if required), Striping and Landscaping by Pueblo Viejo Design Guidelines and to the Satisfaction of the City Engineer.
- f. 6<sup>th</sup> Street improvement plans and specifications shall be provided by the City of Coachella to the project applicant and shall include clearly delineated improvements described as Phase II of the ST-130 Pueblo Viejo Sustainable Transportation Project. The City of Coachella shall complete all improvements identified as Phase I and the project applicant shall complete all improvements identified as phase II, which are generally described above, to complete the 6<sup>th</sup> Street urban corridor improvements.
- g. Include diagonal parking along 6<sup>th</sup> Street to serve project retail units at the direction of the City Engineer. The City Engineer may eliminate the need for diagonal parking if demonstrated by the applicant to be infeasible.
- 3) Bagdad Avenue- Public Roadway as shown on the RAC and per these comments shall include the following:
  - a. This street is within Pueblo Viejo District Limit with 30 feet of right-of-way. If street widening is included in the project design for street side parking, then additional right-of-way shall be dedicated such that all public parking and public sidewalks are located within dedicated public right-of-way.
  - b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.
  - c. Applicant shall construct all appurtenant roadway components on the North side of Bagdad Avenue between Cesar Chavez Street and Tripoli Way such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfat Page 762 City Engineer. Improvements shall include

replacement of the existing ADA ramp at the northeast corner of Cesar Chavez and Bagdad Avenue.

along property frontattachment 8

d. Applicant shall underground all existing dry utilities at westbound lane on Bagdad Avenue between Cesar Chavez Street and Tripoli Way such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.

#### **SEWER and WATER IMPROVEMENTS:**

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

### PRIOR TO ISSUANCE OF BUILDING PERMITS:

- 51. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
- 52. Prior to issuance of building permits, all required public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed or secured with appropriate sureties to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and onsite improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.
- 53. The applicant's Civil Engineer shall field verify and certify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP.

### PRIOR TO RELEASE OF OCCUPANCY PERMITS/ACCEPTANCE OF PUBLIC IMPROVEMENTS:

54. Prior to issuance of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be

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completed to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the Attachment 8 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.

### Landscaping

- 55. 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. Landscape lighting shall be incorporated. All landscape materials shall be identified on a legend and identified graphically on a landscape plan including planting counts, tree caliper, and planted tree heights.
- 56. 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.
- 57. The proposed landscape shall be in conformance with the City's Landscape Development Guidelines and should include water-efficient plantings as encouraged for the commercial development. A detailed landscape and irrigation plan shall be submitted that addresses landscape requirements for the project site. All landscaping shall fulfill the general requirements of the Coachella Municipal Code Chapter 17.54 as follows:
  - a. Internal landscaping equal to a minimum of five percent 5% of the parking area and driveway area is required and shall be distributed throughout the parking area.
  - b. 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. The landscaped planter along the north side of the drive-thru lane shall be a minimum of five feet in width.
  - c. Where a drive aisle abuts the side of a parking space a landscaped planter shall separate the parking space from the drive aisle.
  - d.At least one (1) fifteen (15) gallon tree shall be provided within the parking area for every ten (10) parking spaces, with size, height and species acceptable to staff.
  - e. All internal landscape planters shall have permanent and automatic sprinkler or drip irrigation systems.
- 58. The landscape plan shall be revised to accommodate usable areas at the west side of Building A for residents and the customers of the retail space that allow for greater visibility and consistent with the Pueblo Viejo Revitalization Plan goals for common use spaces. Plant trees in grates on east and west sides of Building A retail space.

on west side of building B retail space and where required for ADA accessibility

59. The Planning Division may request minor substitutions of plant materials or request additional sizing or quantity of materials during plan check.

- 60. The applicant shall submit, and must obtain approval from the Development Services Director, a letter from a registered landscape architect confirming that landscaping that landscape of a certificate of occupancy. Any damaged, dead or decayed landscaping landscape areas within the remainder of the commercial center shall be replaced per approved landscape plans upon landscape inspection by the Development Services Department and prior to issuance of a certificate of occupancy.
- 61. The site landscaping shall be maintained in good condition at all times, and the owner or operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping as soon as practicable, and in accordance with the approved landscape plan. The applicant shall enter into a landscape agreement with the City prior to issuance of a certificate of occupancy to ensure that all proposed landscaping on-site and right-of-way of the project frontage is maintained in a first class conditions.
- 62. Incorporate Hong Kong Orchid Tree for the parkway shade tree along Cesar Chavez Street and use of California Fan Palm shall be replaced with Date Palm.

### Coachella Valley Water District:

63. Applicant must comply with Coachella Valley Water District regulations pertaining to irrigation infrastructure protect-in-place practices, relocation or abandonment of infrastructure, if needed.

### Fire Department (chris.cox@fire.ca.gov)

- 64. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the fire department for review and approval. The water system shall be capable of delivering the required fire flow. Based on the application, the largest proposed building is 4500 square feet, assuming construction type VB, with fire sprinklers, therefore the minimum required fire flow is 1000 gallons per minute at 20 psi for 2 hours. Fire hydrant location and spacing shall comply with the fire code. An approved water supply for fire protection during construction shall be made available prior to the arrival of combustible materials on site. Reference 2019 California Fire Code (CFC) 507.5.1, 3312, Appendices B and C.
- 65. Fire Department Access: Prior to building permit issuance, a fire access site plan shall be approved. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1
- 66. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1
- 67. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction. Ref. CFC 503.1
- 68. Construction Permits: Building construction plans and fuel dispensing plans shall be submitted to the Office of the Fire Marghal for say iew and approval. Final conditions will be

addressed when these plans are reviewed. A copy of the fuel dispensing plans, approved by Riverside County Environmental Health Department, shall be provided to the Office of the Fire Marshal prior to permit issuance.

Attachment 8

- 69. Fire Sprinkler System: All new commercial structures 3,600 square feet or larger shall be protected with a fire sprinkler system. Ref CFC 903.2 as amended by the City of Coachella.
- 70. Fire sprinkler system riser shall not be obstructed in any manner. If a system riser is to be concealed by means of a wall, soffit, column, or other building construction, it shall be provided with eighteen (18) inch clearance to each side and to the front of the system riser. Access shall be provided by means of a door with the minimum dimensions two (2) feet six (6) inches in width by six (6) feet eight (8) inches in height from the exterior of the building directly to the riser as approved by the fire code official Ref. RVC Fire IB 06-07.
- 71. Fire Alarm and Detection System: A water flow monitoring system and/or fire alarm system may be required and determined at time of building plan review. Ref. CFC 903.4, CFC 907.2 and NFPA 72
- 72. Knox Box and Gate Access: Buildings shall be provided with a Knox Box. The Knox Box shall be installed in an accessible location approved by the Office of the Fire Marshal. Gates installed across access walkways and maintained locked shall be provided with approved Knox equipment. Electric gate operators shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signaled form the fire apparatus and remain in the fully open position for a minimum of 20 seconds. Ref. CFC 506.1
- 73. Addressing: All commercial buildings shall display street numbers in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

#### **Environmental Compliance:**

- 74. Submit water and sewer plans for approval from Utilities Manager- project required to connect to City public sewer and water system.
- 75. The project will require a Water Quality Management Plan (WQMP)
- 76. Project will be required to install 4G Advanced Metering Infrastructure (AMI) meters at the residential services.
- 77. Backflow devices are required on irrigation meters and all non-residential meters.
- 78. Water service line Type K Soft Copper Tubing Polywrap-C Blue (6Mil, use applicable size)

**EXHIBIT** A

79. Prior to acceptance of the first set of plan check, the developer/engineer must submit to the City of Coachella hydraulic model and relevant information clearing fire flow requirements,.

The developer will be responsible for needed improvements as determined by the hydrauchment 8 model.

#### **Code Enforcement**

80. Applicant shall maintain fencing and windscreen that is adequately secured and braced to the satisfaction of the Code Enforcement to deter vandalism and dumping that is regularly occurring on the property prior to construction.

#### Miscellaneous

81. Developer shall construct a park on the 9th Street I.I.D. parcel, subject to the design as approved by the City Staff, subject to greater of a minimum construction cost of \$350,000 or half the elevator cost. The applicant shall work collaboratively with staff regarding project savings achieved by the developer to be used to increase funding for park improvements above the construction cost of this condition, increase funding for building upgrades, and/or retail upgrades to attract tenants.





# Introduction - Project Team

### David Potter, Director of Development:

David manages the project from financial applications and funding to final construction and occupancy.

### Colleen Edwards, Sr. Dev. Executive

Colleen is working with the project at the critical stages of entitlement, financing and construction. She has the lead on community outreach efforts on behalf of the project.

### • Diego Aguilar, Const. Project Manager:

Diego will oversee all aspects of the project pre-construction services, site construction and punch-out through to building occupancy..

### Alex Earl, Project Manager:

Alex manages the entire project from financial applications and funding through final construction, lease up and permanent financing. He is the key contact for the day-to-day issues and questions.

### David Davis, Development Manager

Dave works with the development and construction teams to process entitlements, meet regulatory requirements and obtain all final building permits.





# Company Overview

- Chelsea has developed over 12,000 affordable apartments across 130 communities in California, Arizona, and New Mexico
- Headquartered in San Diego with Construction, Asset Management, and Community Investment affiliates totaling 100+ employees
- Chelsea is a long-term owner and operator; this ensures continuous management, maintenance, and compliance with State and local regulations









# Architect: McKinley Associates

- Mark Longstaff, Principal
  - 30 years of industry experience
  - Expert in multi family design
- McKinley Associates is an architecture firm with background in residential, commercial and institutional projects.
  - Over 200 projects to date
  - 20 Affordable Housing Projects with over 1,600 units
  - 9 Icon Awards
  - 7 Gold Nugget Awards

"At the core of our success lies the ability to create award winning residential design in both single and multi-family applications. We offer a variety of plans that blend form and function to crease one-of-a-kind neighborhoods."









### Schedule Deadlines

- Building permit ready letter & loan closing deadline: 5/26/23 (6/5 statutory)
  - Governmental requirement that cannot be changed
  - Financing will be lost if project does not comply
- Building/Grading Permits Issued target date 6/23/23
  - Need construction funds from closing to pay for permits
  - Construction mobilization and grading anticipated to take 4 weeks
- Construction June 2023 December 2024
  - Lender requirement for construction completion
  - Financial penalties are charged to the project if building is delivered late



### Initial Design: Too Expensive to Construct



- Deep mansard adding cost and not leaving enough space for solar
- Wood balconies not appropriate for the climate
- Extensive tower elements adding additional cost without creating floor space
- Expensive details like recessed windows, clay tile roofs, hand troweled finish stucco exteriors

### WE COULD NOT AFFORD TO BUILD THIS DESIGN

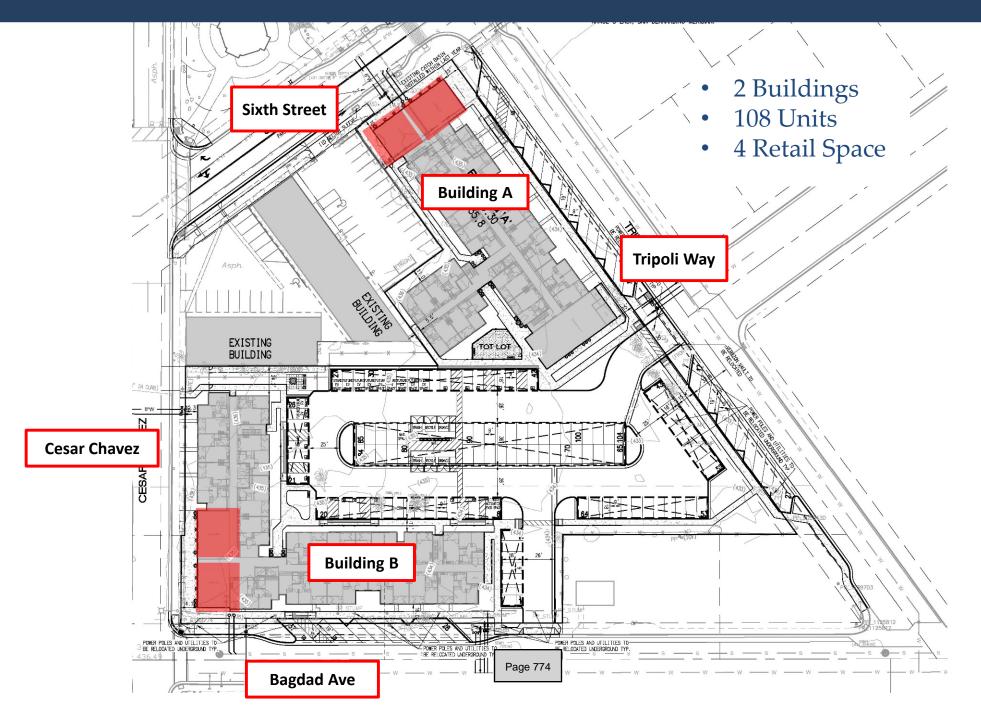
Instead we used the design as an inspiration.

- Decreased building height in Building A from 4 story to 3 story while maintaining the unit count
- Emphasized square footage for units and not for decorative elements

The conditions of approval include details from this original design that are no lo page 773 pplicable.



### Site Plan





# Current Project Design – 6<sup>th</sup> Street (A)





# Current Project Design – Cesar Chavez (B)







# Architecture Details & Massing





## Pueblo Viejo Revitalization Plan

### Advances the vision of the Pueblo Viejo Revitalization Plan

- Preserve Historic Charm
- Expand Civic Center Presence
- Encourage a Vibrant Street Scene
- Provide Community Gathering Space
- Develop Strong and Successful Merchants





# Upgrades Included

- Decorative wrought iron for patio gates at sidewalks
- Decorative wrought iron for gate on Cesar Chavez
- Decorative wall lighting
- Blended tile roof
- Double doors at commercial entries
- Decorative color shutters
- Rafter tail detailing at roof
- Decorative tiling
- Accent uplighting for trees
- Maintenance Agreement with City for Landscaping Maintenance
- Work with City on Art in Public Places program
- \$350,000 contribution to 9<sup>th</sup> Street including design and engineering



### Issue #1: Recessed Windows

• Condition of Approval:

18a: Ensuring sufficient window recesses.

Proposed foam enhancements around window areas may be removed with sufficient windows recesses.

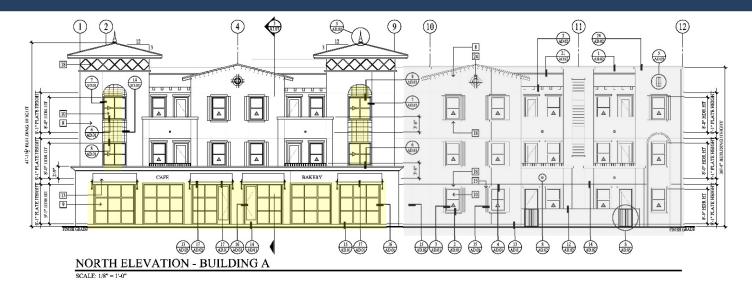
- Recesses are included at retail and tower elements per elevations.
- Recessing windows is an expensive detail that we cannot afford to carry out on all windows
- Based on the variety of levels in the elevation this additional detail is not needed and cannot be read for many of the windows
- Window recesses are a weaker installation that is subject to increased risk of water intrusion





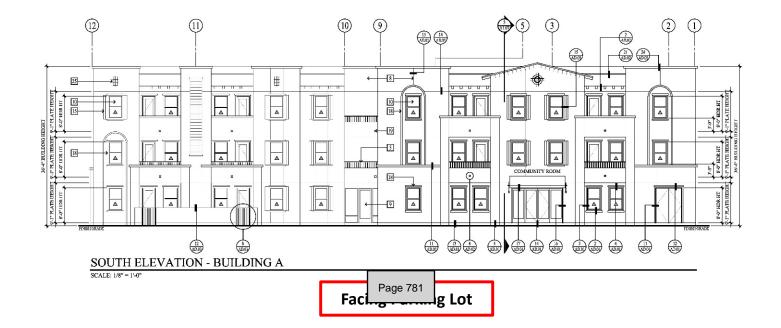


# Building A – North and South



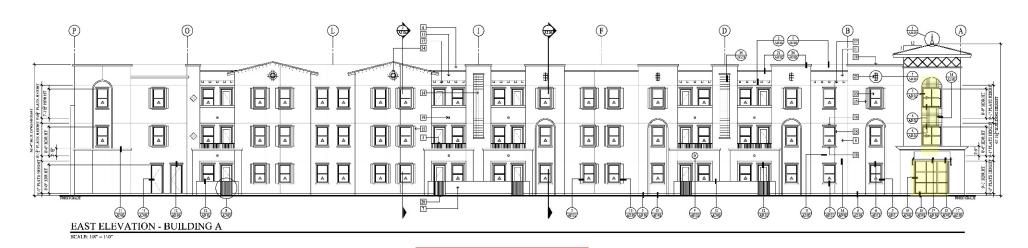
Facing 6th Street

Set Back from 6th Street

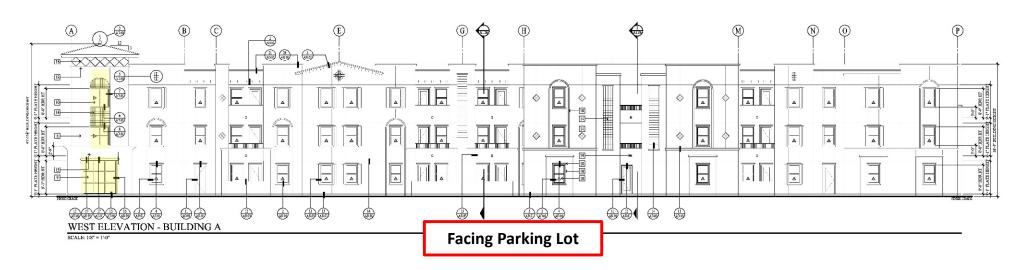




# Building A – East and West

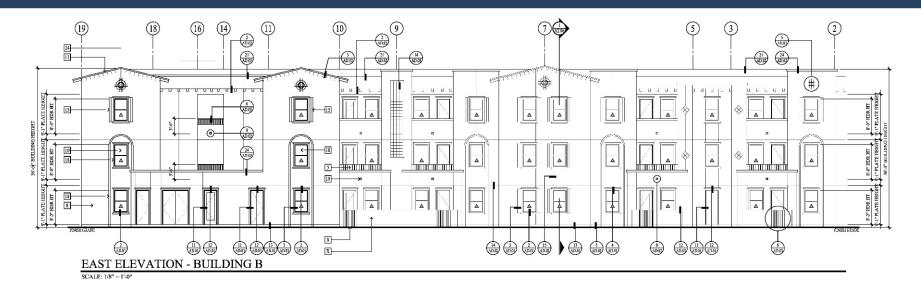


### **Facing Tripoli**

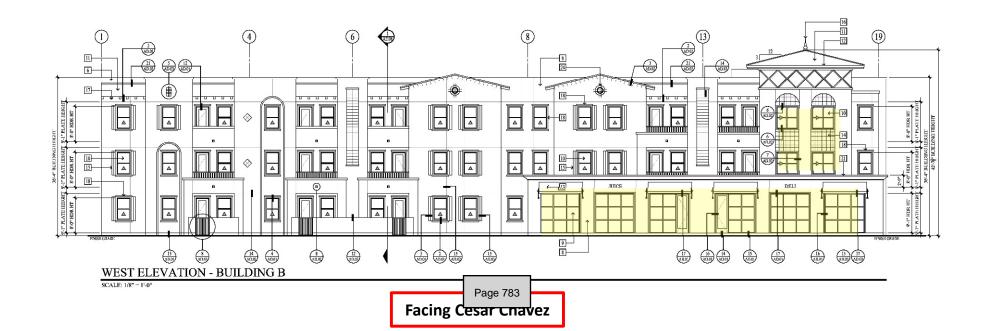




# Building B – East and West

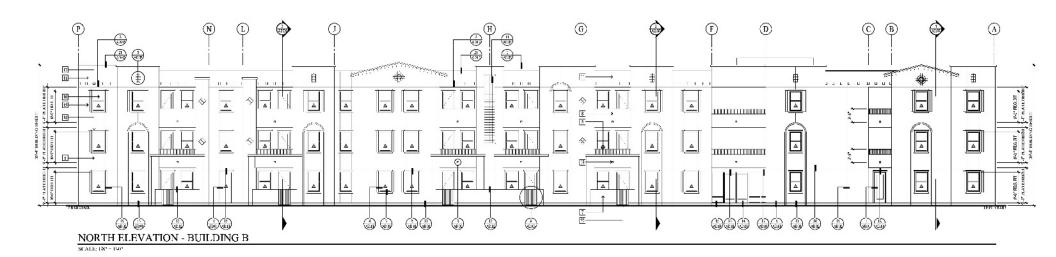


**Facing Parking Lot** 





# Building B – North and South



### **Facing Parking Lot**





# Issue #2: Balcony Structure at Tower

- <u>Condition of Approval:</u>
  18.d.iii: Include an enhanced decorative
  balcony structure at each tower that provides
  visual focal point from Cesar Chavez Street
  and 6<sup>th</sup> Street
- Balcony structure adds project cost
- The project architect recommends against this additional detail since the architecture already includes sufficient enhancements





# Issue #3: Color Banding

- <u>Condition of Approval:</u>

  18.e Utilize an alternate color banding at the building base such as terracotta color
- Additional detail increases project cost.
   Foam detail will need to be added across project to separate stucco colors
- The project architect recommends against this additional detail since it will shorten the visual appearance building whereas the sense of height is more aesthetically pleasing





# Issue #4: Curved Awnings

- Condition of Approval:

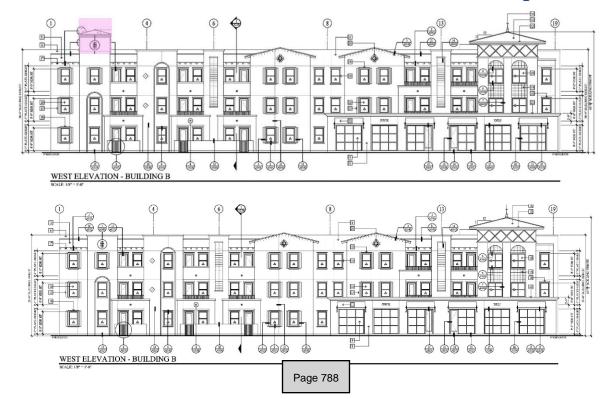
  18f: Awnings shall be designed and constructed to support a catenary curve common with Spanish Colonial Revival design to also increase window visibility.
- Awnings are proposed to be straight rather than curved.
- Curved awnings add cost to the project.
- The project architect recommends straight awnings to provide a clean, streamlined appearance.
- The developer recommends against a complicated awning for durability and maintenance reasons.





### Issue #5: Additional Tower

- Condition of Approval:
  - 18.i Utilize a similar tower feature on the north end of Building B along Cesar Chavez to original approved elevation drawing.
- Additional tower increases project cost and delays the project. Structural design would have to be recalculated.
- Tower elements call attention to the retail.
- The project architect believes this additional detail is not required

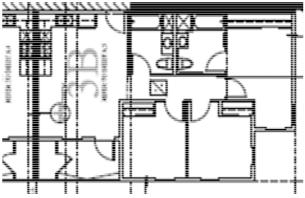




# Issue #6: Tower Feature at CC & Bagdad

- Condition of Approval:
  - 18.j: Move pronounced tower feature on Building B completely to the corner of Cesar Chavez Street and Bagdad Avenue
- The change would require consultant time and cost to make the revision.
- The design is based on the needs of the interior unit
- The architect recommends against the change since the corner aesthetics look good as designed, are more interesting and follow the function of the interior use.







## Questions?

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Colleen Edwards: (323) 590-02334

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