

### AGENDA

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

> **April 13, 2022** 5:00 PM Closed Session 6:00 PM Regular Meeting

Pursuant to Assembly Bill 361, along with the Governor's State of Emergency Declaration issued on March 4, 2020, this meeting may be conducted via teleconference.

This meeting's options will be either in-person or via Zoom:

In-Person Meeting Location:	If you would like to attend the meeting via Zoom, here is the link:
	https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09
Coachella City Hall	Or One tap mobile : 16699006833,,88457271898#,,,,*606140#
Council Chamber	Or Telephone:
1515 Sixth Street	US: +1 669 900 6833
Coachella, CA	Webinar ID: 884 5727 1898
,	Passcode: 606140
	<b>Spanish:</b> 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:** 

### • 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 <u>cityclerk@coachella.org</u>. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.

• If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

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• The **live stream** of the meeting may be **viewed online** by accessing the city's website at <u>www.coachella.org</u>, and clicking on the "Watch Council Meetings" tab located on the home page, and then clicking on the "live" button.

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

### **ROLL CALL:**

### VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-36 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

### 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:

- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1) In re: Glenroy Coachella, LLC, Debtor US Bankruptcy Court, Central Dist. of California, Case No. 2:21-bk-11188-BB
- CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1) One (1) potential case

### **<u>RECONVENE REGULAR MEETING:</u> - 6:00 P.M.**

### PLEDGE OF ALLEGIANCE:

### **CLOSED SESSION ANNOUNCEMENTS:**

### **PROCLAMATIONS/PRESENTATIONS:**

- 4. New Community Service Officer Tobacco Grant
- 5. Presentation on Coronavirus (COVID-19) Response Efforts
- 6. Coachella UBI

### WRITTEN COMMUNICATIONS:

### Agenda Page 3

### 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.)

- 7. Regular Meeting Minutes of March 23, 2022, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 8. Voucher Listing EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of April 13, 2022, \$2,257,034.54.
- 9. Resolution No. 2022-39, a Resolution of the City Council of the City of Coachella, California, Approving Final Tract Maps No. 31978 and 31978-1
- 10. Resolution No. 2022-40, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37266
- <u>11.</u> Investment Report November 2021
- <u>12.</u> Investment Report December 2021

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

- Adopt Resolution No. 2022-38 Stating the Intention to Annex Property into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) and Authorize the Levy of a Special Tax Within Annexation Area No. 33 (Mariposa Pointe – Tract No. 32074, 32074-1 and 32074-2).
- <u>14.</u> Construction Contract with Petrochem Materials Innovation, LLC (PMI) in the amount of \$292,890.24 plus
   20% contingency for the Street Pavement Rehabilitation Phase 17, City Project ST-105.
- <u>15.</u> Authorize the City Manager to execute Professional Services Agreement with Raimi + Associates for Professional Planning Consultant Services for the Zoning Consistency Update.

### 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.

### Agenda Page 4

### **REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

### **ADJOURNMENT:**

Complete Agenda Packets are available for public inspection on the City's website <u>www.coachella.org</u>.

### THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



### STAFF REPORT 4/13/2022

То:	Honorable Mayor and City Council Members
FROM:	Dr. Gabriel Martin, City Manager Best Best & Krieger, LLP, City Attorney
Subject:	Resolution No. 2022-36 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

### **STAFF RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2022-36 to continue fully or partially virtual public meetings.

#### **BACKGROUND**:

The Brown Act generally allows for teleconference or virtual meetings, provided that the physical locations of the council members joining by teleconference are posted on the agenda, that those locations are open to the public and that a quorum of the council members is located within the City. Newly enacted AB 361 provides an exception to these procedures in order to allow for fully virtual meetings during proclaimed emergencies, including the COVID-19 pandemic.

In March of 2020, Governor Newsom issued Executive Order N-29-20, which suspended portions of the Brown Act relating to teleconferencing, enabling fully virtual meetings without having to post the location of the council members attending virtually. Many cities and other public agencies have been holding public meeting using virtual platforms since this time. In June of 2021, Governor Newsom issued Executive Order N-08-21, which provided that the exceptions contained in EO N-29-20 would sunset on September 30, 2021.

On September 10, 2021, the Legislature adopted AB 361, which allows public agencies to hold fully virtual meetings under certain circumstances. Governor Newsom signed the bill into law on September 16, 2021. Because it contained an urgency provision, it took immediate effect. The Governor then suspended AB 361 until October 2, allowing a transition period from the prior Executive Order.

Under AB 361, cities can hold meetings without a public meeting space and without providing notice of the council members' teleconference locations if there is a Governor-proclaimed state of emergency and either state or local officials are imposing or recommending measures to promote social distancing or the City Council determines that meeting in person will be unsafe for attendees. If the virtual meeting is due to social distancing recommendations, the City Council does not have

to make any findings at its first meeting under AB 361. However, to continue meeting virtually, the City Council must find that state or local officials still at least recommend measure to promote social distancing. The findings must be made within 30 days of the first meeting and every thirty days thereafter.

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

On March 4th, 2020, the Governor proclaimed a state of emergency due to the COVID-19 pandemic. The state of emergency remains in effect as of the publication of this report.

Virtual meetings are currently allowed under AB 361 because state and local officials are continuing to recommend measures to promote social distancing. In the case of the pandemic, the requisite standards for holding virtual meetings are low. The City Council would only have to find that any state or local official is recommending measures to promote social distancing. Under the plain language of the statute, there does not have to be an order requiring social distancing, and the recommendation only needs to come from a state or local official. Nothing in the bill requires that the recommendation be a formal recommendation of a local health officer or in any sort of formal guideline.

Under AB 361, the "local agency" – which the Brown Act defines as the City, not the City Council - may utilize virtual meetings if the "legislative body" makes the required findings. As defined in the Brown Act, a "legislative body" includes both the City Council and all committees and commissions. Because the City Council is the most appropriate board to make findings and policy decisions on behalf of the City, the proposed resolution contains a two-pronged approached: It provides that all commissions and committees shall be authorized to utilize virtual meeting procedures for 30 days, and authorizes each individual commission or committee to make findings in support of virtual meetings if the City Council has not renewed or terminated the resolution. Thus, the proposed resolution provides the City Council with the flexibility to allow its commissions and committees to host virtual meetings, while still maintain the City Council's jurisdiction to require in-person meetings as warranted.

AB 361 allows the use of fully virtual meetings under the foregoing conditions, but it does not prohibit hybrid meetings. By adopting the proposed resolution, and continuing to renew it as conditions warrant, the City Council and any subordinate boards are not precluded from holding meetings that have some traditional components and some virtual or telephonic components. The City Council (and other City boards) may hold meetings where some members join in the Council Chambers and some members join virtually. The City Council may also continue to allow both live and virtual public comments, together with reduced capacity in the Chambers as conditions warrant. For any hybrid meetings, AB 361 requires that members of the public be able to make live public comments directly to the Council or other board using telephonic or electronic means and that the agenda identify the means for making public comments.

As noted above, by adopting the proposed Resolution, the City Council is not prohibited from returning to fully in-person meetings. The Resolution is intended to provide the option to utilize the AB 361 procedures in lieu of the Brown Act's standard teleconferencing requirements. At future City Council meetings, a consent calendar item will be placed on each agenda to reconsider

and potentially renew the Resolution.

### FISCAL IMPACT:

None.

### ATTACHMENT:

Resolution No. 2022-36

#### **RESOLUTION NO. 2022-36**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

**WHEREAS,** the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS,** the City Council finds that the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act; and

WHEREAS, the City Council has reconsidered the circumstances of the state of emergency and finds that state or local officials continue to recommend measures to promote social distancing; and

**WHEREAS,** the City Council desires that the City of Coachella, including all commissions, committees, and other Brown Act bodies shall continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

<u>Section 2.</u> The City Council and all other commissions, committees or other Brown Act bodies of the City shall be authorized to continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3).

Section 3. This Resolution does not prevent or prohibit the City Council or any commission, committee or other Brown Act body of the City from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other Brown Act bodies shall comply with all rules established by the City Council and/or City Manager for attendance at meetings.

Section 4. The City Council shall take action to renew this Resolution every thirty days for as long as any state or local officials continue to recommend any measures to promote social

distancing, but the City Council may terminate the Resolution at any time. In the event that more than 30 days pass between regular City Council meetings, the City Council shall take action to renew this Resolution prior to taking any action or engaging in any deliberation or discussion in a virtual meeting; renewal of this Resolution may occur either at the beginning of the next regular meeting or at a special meeting called for such purposes. In the event this Resolution has lapsed, and the City Council has not terminated it, any commission, committee or other Brown Act board of the City shall be authorized to, and shall, make any required findings in order to meet virtually under AB 361.

<u>Section 5.</u> <u>Severability</u>. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED** and **ADOPTED** this 13<sup>th</sup> day of April 2022.

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. 2022-36 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of April 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC Deputy City Clerk



# Showing Up & Doing More: The Immigrant Families Recovery Program

**City of Coachella Council Meeting** 

April Page 11 2022



# We are on mission to help people become visible, active, and successful.



## **COVID-19 Rapid Response**

Item 6.

# The cost of excluding immigrant families



EXCLUDED



1,850+ Coachella immigrant families left out from stimulus \$11,000+ denied in federal stimulus checks for a family of 4

DENIED

LOST

\$18M+ lost in federal support for families in Coachella

# MAF's Response: COVID-19 Emergency Cash Assistance



\$500-1,000 cash grants



\$55 million raised



65,000+ direct cash grants to families denied federal relief

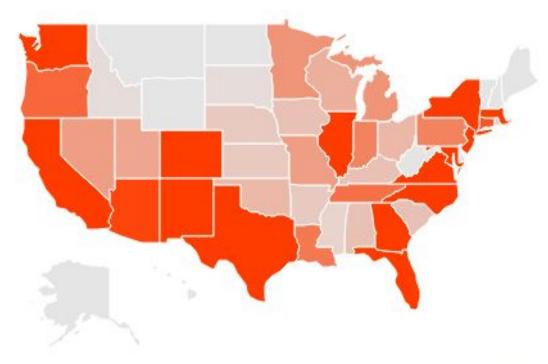


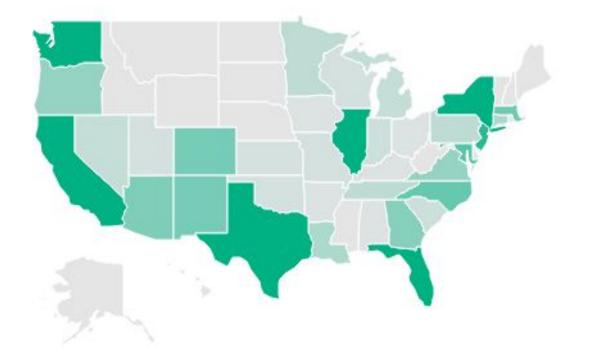
# With so much need, who do you say yes to?



## Applications Received TOTAL: 284,054

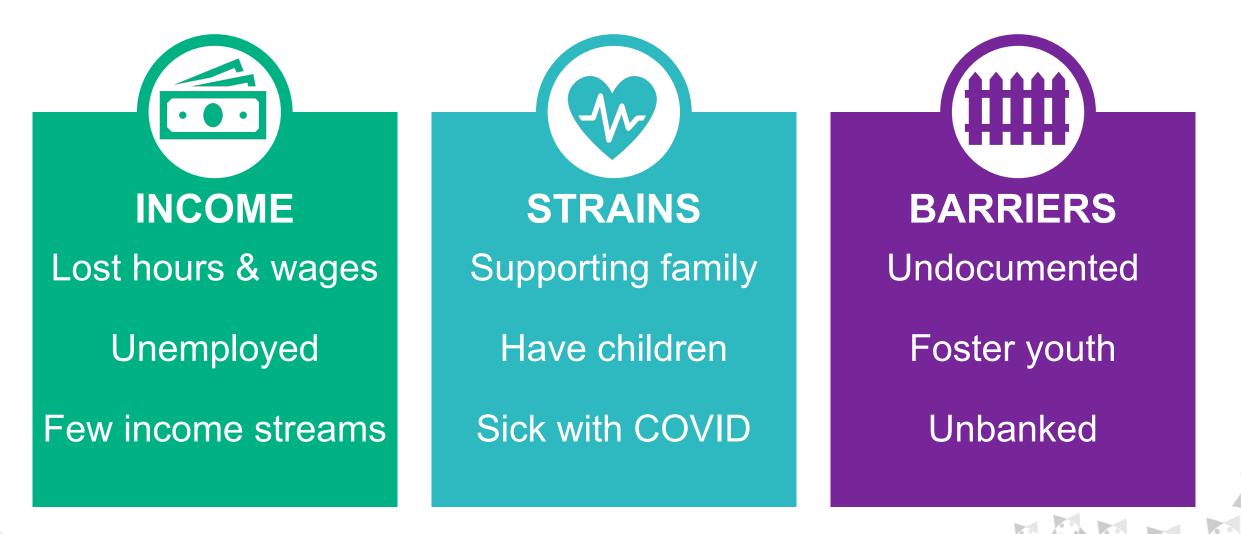
## Applications Approved TOTAL: 65,226



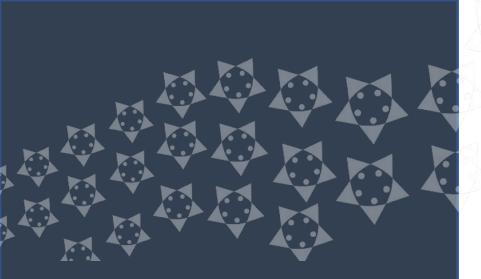




## **MAF's Financial Equity Framework**



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## Populations reached with cash assistance

Item 6.

**95%** No Social Security Number

••••

75%

< \$1k monthly income

85% People of color

48%

4+ members in household

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# Still excluded, immigrants are struggling



### SACRIFICING BASICS

### **DEPLETING ASSETS**

### **ACCRUING DEBT**







6 in 10 families skipped meals or bills

1 in 2 families have used up savings & sold assets \$2,000 in unpaid bills at the height of COVID-19

Data Source: MAF 2020 Immigrant Famil Page 19 grant application & post-grant survey (n=11,677)

# City of Coachella Immigrant Families Recovery Program



Item 6.

## Helping Coachella families rebuild with dignity





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## Program Implementation



PROGRAM PARTICIPANT OUTREACH

Item 6.

ΜΔΕ

Website launch will support community engagement

### **OPEN ENROLLMENT BEGINS**

Self-assessment questions help pre-screen applicants

### **APPLICATION PORTAL CLOSES**

Program application will remain open for 30 days

### **SHARING PROGRAM INSIGHTS**

MAF team will share back relevant & timely learnings

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## **Questions?**

ltem 6.

# **Thank you!**

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M

Item 7.



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

### MINUTES

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

### March 23, 2022

6:00 PM Regular Meeting

### CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:01 p.m. by Mayor Hernandez.

### **ROLL CALL:**

Present:	Councilmember Beaman Jacinto (arrived at 6:36 p.m.), Councilmember Delgado, Councilmember Galarza (arrived at 6:06 p.m.), Mayor Pro Tem Gonzalez, and Mayor Hernandez.
	City Treasurer Aviles, and City Clerk Zepeda (arrived at 6:45 p.m.)
<u>Absent</u> :	None.

It was announced that Councilmember Beaman Jacinto would be arriving late to the meeting.

### Pursuant to Assembly Bill 361, along with the Governor's State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.

### VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-30 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by:Mayor Pro Tem GonzalezSeconded by:Councilmember DelgadoApproved:3-0, by a unanimous voice vote

### **APPROVAL OF AGENDA:**

There were no modifications to the agenda.

Motion:	To approve the agenda as presented
Made by:	Mayor Pro Tem Gonzalez
Seconded by:	Councilmember Delgado
Approved:	3-0, by a unanimous voice vote

### **PLEDGE OF ALLEGIANCE:**

City Attorney Campos led the Pledge of Allegiance.

### **PROCLAMATIONS/PRESENTATIONS:**

*Prior to the following presentation, City Manager Martin read a statement from the current owner of the facility. Councilmember Galarza arrived at 6:06 p.m. at this point of the meeting.* 

2. Proposed Coachella Behavior Health Campus at the Glenroy Hotel site (Avenue 48), presentation by Matt Chang and Melissa Noone with the Riverside University Health System.

*Councilmember Beaman Jacinto arrived at 6:36 p.m. during the following presentation:* 

- 3. Presentation on Coronavirus (COVID-19) Response Efforts
- 4. Presentation Energy Efficiency Upgrade Project

### WRITTEN COMMUNICATIONS:

None.

### **CONSENT CALENDAR:**

- 5. Regular Meeting Minutes of March 9, 2022, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 6. Voucher Listing EFT's/FY 2021-22 Expenditures as of March 23, 2022, \$1,318,936.46.
- 7. Resolution No. 2022-29, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2022/23, Funded by SB 1: Road Repair and Accountability Act.
- Maintenance of Effort Certification Statements Fiscal Year 2022/2023, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding

### CC/CSD/CFPD/CFA/CEGACCC/CWA/SA-RDA

### Minutes Page 3

9. Contract Amendment No. 1 with Atlas Technical Consultants LLC for construction materials and quality assurance testing in the amount of \$25,000 for the Avenue 48 and Harrison Street Sewer Improvement Project, City Project S-24.

Motion:	To approve per staff recommendation, Consent Calendar Items 5 through 9.
Made by:	Mayor Pro Tem Gonzalez
Seconded by:	Councilmember Galarza
Approved:	5-0, by a unanimous voice vote

### <u>New Business Calendar (Legislative and Administrative):</u>

10. Resolution No. 2022-34, Approving Mid-Year Budget Adjustments for Fiscal Year 2021-2022

Motion:	To approve per staff recommendation
Made by:	Councilmember Galarza
Seconded by:	Mayor Pro Tem Gonzalez
Approved:	5-0, by the following roll call vote:
AYES:	Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

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

11. Public Hearing for Conducting Property Owner Protest Ballot Proceedings, Formation of Landscape and Lighting Maintenance District No. 39 (Sevilla-Tract 38084) ("LLMD 39"), Confirming the Engineer's Report, the Assessment Diagram and Ordering the Levy and Collection of Assessment:

Mayor Hernandez opened the Public Hearing for Item 11 at 7:31 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 11 at 7:32 p.m.

 Resolution No. 2022-31, A Resolution of the City Council of the City of Coachella, California, Declaring the Results of the Property Owner Protest Ballot Proceeding Conducted For the Levy of Assessments Related to the Formation of the Landscaping and Lighting Maintenance District No. 39 (Sevilla-Tract 38084), Commencing in Fiscal Year 2022/2023.

Motion:	To approve per staff recommendation
Made by:	Councilmember Galarza
Seconded by:	Mayor Pro Tem Gonzalez
Approved:	5-0, by the following roll call vote:

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

• Resolution No. 2022-32, A Resolution of the City Council of the City of Coachella, California Approving the Formation of the Landscaping and Lighting Maintenance District No. 39 (Sevilla-Tract 38084), Confirming the Engineer's Report, the Assessment Diagram and Ordering the Levy and Collection of Assessments Commencing in Fiscal Year 2022/2023.

Motion:	To approve per staff recommendation
Made by:	Mayor Pro Tem Gonzalez
Seconded by:	Councilmember Galarza
Approved:	5-0, by the following roll call vote:
AYES:	Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

Councilmember Beaman Jacinto left the meeting during the following presentation:

12. Coachella Entertainment Park:

Adopt Resolution No. 2022-33 approving Entertainment Permit No. 22-01 for the Coachella Entertainment Park outdoor entertainment venue located on a 1.24 acre site at 85-994 Grapefruit Blvd (APN# 778-030-005 and 778-180-001). Applicant: Nicolas Meza

Mayor Hernandez opened the Public Hearing for Item 12 at 7:52 p.m.

Public Comment:	James R., via Zoom
	Nick Mesa, Applicant, via Zoom

Mayor Hernandez closed the Public Hearing for Item 12 at 7:58 p.m.

Motion: To approve per staff recommendation

Made by:	Councilmember Galarza
Seconded by:	Mayor Pro Tem Gonzalez
Approved:	4-0, by the following roll call vote:

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

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

- a) Clarisa Grano, via written communication received 3/23/2022 4:16 PM
- b) James R., via Zoom
- c) Trinidad Arredondo, in person

### **REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

### **ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:13 p.m., in the memory of Cally F. Ramos, former Coachella Councilmember and Mayor.

Respectfully submitted,

Angela M Zepeda

City Clerk

### apChkLst 03/17/2022 3:26:45PM

### Check List City of Coachella

### Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
616	2/24/2022	48066	US BANK	Sta 1/25/22	1/25/2022	ACC XXXX-XXXX-XXXX-0925,	5,272.27	5,272.27
					ΓFC	OR WELLS FARGO BANK -SEPA	RATE CHECK:	5,272.27

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Item 8.

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1 checks in this report.

Grand Total All Checks:

5,272.27

Date: February 24, 2022

Finance Director: Nathan Statham

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apChkLst			
03/17/2022	11:54:48AM		

### Check List City of Coachella

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Item 8.

### Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113140	3/17/2022	54577	ACEVEDO, LESLIE	Ref000225174	3/17/2022	UB Refund Cst #00046770	11.49	11.49
113141	3/17/2022	54573	ADAMS, JAMES BOGLE	Ref000225170	3/17/2022	UB Refund Cst #00016220	28.61	28.61
113142	3/17/2022	54588	BORGETTI, JARED	Ref000225185	3/17/2022	UB Refund Cst #00053913	24.68	24.68
113143	3/17/2022	54576	DIAZ, VERONICA	Ref000225173	3/17/2022	UB Refund Cst #00043645	82.39	82.39
113144	3/17/2022	54583	DR HORTON	Ref000225180	3/17/2022	UB Refund Cst #00051598	41.81	41.81
113145	3/17/2022	54584	DR HORTON	Ref000225181	3/17/2022	UB Refund Cst #00051603	89.81	89.81
113146	3/17/2022	54591	DR HORTON	Ref000225188	3/17/2022	UB Refund Cst #00054101	95.23	95.23
113147	3/17/2022	54592	DR HORTON	Ref000225189	3/17/2022	UB Refund Cst #00054103	95.23	95.23
113148	3/17/2022	54593	DR HORTON	Ref000225190	3/17/2022	UB Refund Cst #00054104	92.85	92.85
113149	3/17/2022	54594	DR HORTON	Ref000225191	3/17/2022	UB Refund Cst #00054106	95.23	95.23
113150	3/17/2022	54595	DR HORTON	Ref000225192	3/17/2022	UB Refund Cst #00054107	95.23	95.23
113151	3/17/2022	54596	DR HORTON	Ref000225193	3/17/2022	UB Refund Cst #00054108	69.91	69.91
113152	3/17/2022	54597	DR HORTON	Ref000225194	3/17/2022	UB Refund Cst #00054110	66.46	66.46
113153	3/17/2022	54586	ESPINOZA, VICTOR	Ref000225183	3/17/2022	UB Refund Cst #00052635	23.23	23.23
113154	3/17/2022	54578	GIL, DIEGO	Ref000225175	3/17/2022	UB Refund Cst #00046917	44.38	44.38
113155	3/17/2022	54574	HERNANDEZ, LUIS	Ref000225171	3/17/2022	UB Refund Cst #00033925	98.96	98.96
113156	3/17/2022	54590	KOMICK, JAMES	Ref000225187	3/17/2022	UB Refund Cst #00053972	81.30	81.30
113157	3/17/2022	54579	LEAL, ELIZABETH	Ref000225176	3/17/2022	UB Refund Cst #00047663	39.40	39.40
	3/17/2022		MARTA, ROCIO	Ref000225186	3/17/2022	UB Refund Cst #00053957	97.23	97.23
113159	3/17/2022	54587	NOVAK, KAREL	Ref000225184	3/17/2022	UB Refund Cst #00053884	148.57	148.57
113160	3/17/2022	54575	ORANTES, MONIKA	Ref000225172	3/17/2022	UB Refund Cst #00043509	5.35	5.35
113161	3/17/2022	54582	OTA, ANTHONY	Ref000225179	3/17/2022	UB Refund Cst #00051528	86.59	86.59
	3/17/2022		RICH, MICHAEL	Ref000225169	3/17/2022	UB Refund Cst #00004324	28.62	28.62
	3/17/2022		ROBLES, FRANCISCO	Ref000225177	3/17/2022	UB Refund Cst #00048807	91.37	91.37
	3/17/2022		SKINNER, TRENT	Ref000225178	3/17/2022	UB Refund Cst #00049352	18.17	18.17
	3/17/2022		STANDARD DEMOLITION	Ref000225195	3/17/2022	UB Refund Cst #00054162	971.86	971.86
113166	3/17/2022	54585	VARGAS, PABLO	Ref000225182	3/17/2022	UB Refund Cst #00052435	74.46	74.46

Sub total for WELLS FARGO BANK: 2,698.42

27 checks in this report.

Grand Total All Checks:

2,698.42

Date: March 17, 2022

Finance Director: Nathan Statham

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a	pChkLst		Check List	Page: 1
0	3/23/2022	9:24:03AM	City of Coachella	
_				
	Bank : e	wfb EFT FOR WELLS FARGO BANK -:		

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
617	3/23/2022	02320	CALPERS	1000000167465	3/14/2022	#6373819375, APR2022 HEAL	93,374.37	
				1000001674656	3/14/2022	#6373819375, APR2022 HEAL	12,378.86	105,753.23
618	3/23/2022	00996	HOME DEPOT	0014750	3/8/2022	M18 BRUSHLESS COMPACT I	790.12	790.12
619	3/23/2022	24600	LOPES HARDWARE	010367	2/16/2022	PADLOCKS, BOLTS, FRAMES	307.10	
				010364	3/11/2022	PUTTY KNIFE, SPRAY BOTTL	239.20	
				010488	3/15/2022	PAINT & GLOVES	17.04	563.34
620	3/23/2022	31705	RIVERSIDE COUNTY FIRE DE	234711	3/10/2022	FY21/22- 2ND QTR FIRE PRO	842,216.11	842,216.11
621	3/23/2022	50629	VINTAGE ASSOCIATES, INC	223811	2/24/2022	RETENTION BASIN LANDSCA	3,000.00	3,000.00
								050 000 00

**FOR WELLS FARGO BANK -SEPARATE CHECK:** 

952,322.80

Item 8.

### apChkLst 03/23/2022 9:24:03AM

### Check List City of Coachella

Page Item 8.

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113167	3/23/2022	46835	AIR AND HOSE SOURCE, INC	.454364	3/15/2022	1/4" LPG HOSE, 36" POLY STF	531.83	531.83
113168	3/23/2022	02187	BENLO R.V. II	13203	3/14/2022	PROPANE REFILL	23.10	23.10
113169	3/23/2022	54363	BORDIN SEMMER LLP	3000-0420M	2/7/2022	PE1/31, CH2105-IBARRA, DOL	1,942.50	
				3000-0440M	2/7/2022	PE1/31, CH2110-RODRIGUEZ,	565.50	2,508.00
113170	3/23/2022	44494	<b>BURRTEC WASTE &amp; RECYCL</b>	IBD 2/28/22	2/28/2022	FEB2022 SWEEPER BOXES, I	2,291.42	
				BD 1/31/22	1/31/2022	JAN2022 SWEEPER BOXES, I	801.76	3,093.18
113171	3/23/2022	44494	<b>BURRTEC WASTE &amp; RECYCL</b>	IBD 3/1/22	3/1/2022	AC 44-BS 405340, 85075 AVE	29.98	29.98
113172	3/23/2022	46356	C.V. CONSERVATION COMMIS	Feb2022	3/16/2022	FEB2022 LDMF MULTI-SPECIE	2,772.00	2,772.00
113173	3/23/2022	53423	CBE OFFICE SOLUTIONS	IN2478382	3/5/2022	ACC CC3502, COLOR COPIEF	249.69	249.69
113174	3/23/2022	53426	CELL BUSINESS EQUIPMENT	75820195	3/20/2022	ACC 1338330, 3/15-4/14, SHAF	581.50	581.50
113175	3/23/2022	09650	CVAG	Feb2022	3/16/2022	FEB2022 TUMF FEES	4,620.00	4,620.00
113176	3/23/2022	44036	DE LAGE LANDEN PUBLIC	75750114	3/12/2022	ACC #1338330, COLOR COPIE	216.41	216.41
113177	3/23/2022	12870	DEPARTMENT OF JUSTICE	570419	3/9/2022	FEB2022 BLOOD ALCOHOL AI	245.00	
				570475	3/10/2022	DEC2021 BLOOD ALCOHOL A	105.00	350.00
113178	3/23/2022	54461	DESERT GROWERS NURSER	08401	3/15/2022	TORCH GLOW BOUGAINVILL	54.38	54.38
113179	3/23/2022	53007	<b>DESERT PROMOTIONAL &amp;</b>	84394	3/3/2022	POLOS W/ EMBROIDERY	52.20	
				84253	2/24/2022	SOFT SHELL JACKET W/ EME	47.85	100.05
113180	3/23/2022	54599	DESERT STAR WEEKLY	10118	10/22/2021	10/22 PUBLIC HRNG: CDBG G	164.00	
				10139	11/3/2021	11/3 PUBLIC HRNG: CDBG GN	164.00	328.00
113181	3/23/2022	49635	EISENHOWER MEDICAL CEN	Jan 2022	3/11/2022	AC #700000133, JAN2022 SVC	1,200.00	1,200.00
113182	3/23/2022	51604	FRONTIER	3986515-MA22	3/16/2022	760/398-6515, 3/16/22	61.60	61.60
113183	3/23/2022	51494	GARDA CL WEST, INC.	20519436	2/28/2022	FEB2022 EXCESS LIABILITY/C	224.47	
				20519425	2/28/2022	FEB2022 EXCESS PREMISE 1	14.88	239.35
113184	3/23/2022	53854	GRANITE TELECOMMUNICAT	1554548578	3/1/2022	AC 04418223, MAR2022 SVCS	803.85	803.85

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03/23/2022 9:24:03AM

### **Check List**

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City of Coachella

Bank	: wfb WEI	LLS FARGO	BANK (Continued	1)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113185	3/23/2022	20450	IMPERIAL IRRIGATION DISTR	150387122-FB22	3/9/2022	AC50387122, 2/3-3/3, SEWER	36,967.28	
				50035560-FB22	3/3/2022	AC50035560, 1/29-2/28, ST LIC	23,795.34	
				50705542-FB22	3/8/2022	AC50705542, 2/3-3/3, PERMIT	1,062.64	
				50509172-FB22	3/8/2022	AC50509172, 2/3-3/3, CORP Y	1,060.74	
				50416425-FB22	3/8/2022	AC50416425, 2/3-3/3	253.04	
				50705544-FB22	3/8/2022	AC50705544, 2/3-3/3, PERMIT	156.43	
				50404153-FB22	3/8/2022	AC50404153, 2/3-3/3	107.80	
				50035734-FB22	3/8/2022	AC50035734, 2/3-3/3, CVHS PI	107.00	
				50404155-FB22	3/8/2022	AC50404155, 2/3-3/3	99.05	
				50734422-FB22	3/8/2022	AC50734422, 2/3-3/3	58.61	
				50217597-FB22	3/8/2022	AC50217597, 2/3-3/3	48.98	
				50035836-FB22	3/8/2022	AC50035836, 2/3-3/3, WELL #1	44.76	
				50733502-FB22		AC50733502, 2/3-3/3	34.06	
				50487676-FB22		AC50487676, 2/3-3/3, LIFT ST/	14.45	
				50516108-FB22		AC50516108, 2/3-3/3	13.64	
				50404154-FB22		AC50404154, 2/3-3/3	13.47	
				50527782-FB22		AC50527782, 2/3-3/3	12.34	63,849.63
	3/23/2022		IMPERIAL SPRINKLER SUPPL		3/4/2022	3/4" DIAMETER BYPASS PRUI	32.90	32.90
	3/23/2022		KONICA MINOLTA BUSINESS		3/13/2022	the particular production of the state of th	289.03	289.03
	3/23/2022		LANTELLIGENCE, INC.	20210727		OCT2021/22 SHORETEL PART	4,108.56	4,108.56
	3/23/2022		LILBURN CORPORATION	22-0119	1/6/2022	12/5-1/2 SVCS: KPC COACHE	420.00	420.00
	3/23/2022		LIVESCAN MGMT GROUP, IN		3/9/2022	3'X2' POSTER BOARDS	391.50	391.50
	3/23/2022		LORA, RISSETH	Mlge	3/22/2022		47.39	47.39
113192	3/23/2022	02162	LOWE'S COMPANIES, INC.	17520		USG 24-48 RADAR TILE	398.90	
				27803	3/15/2022		199.45	
				95804	3/17/2022		143.19	741.54
	3/23/2022		OLLIN STRATEGIES	271	3/17/2022	MAR2022 CONSULTING SVCS	5,233.00	5,233.00
	3/23/2022		PETE'S ROAD SERVICE, INC.			FLAT REPAIR	31.61	31.61
17 DATE 1070 TH	3/23/2022	sector and star	R & R TOWING	56377		2/23 TOWING: DILLON/VISTA	271.00	271.00
113196	3/23/2022	54500	RELIABLE TRANSLATIONS CO	21397	3/16/2022	3/16 PLANNING COMM MTG 5	490.00	490.00

03/23/2022 9:24:03AM

#### Check List City of Coachella

Page Item 8.

**Check Total** 

5,779.88

1,000.00

2,225.81

874.65

157.19

**Amount Paid** 

1,307.25

1,126.13

1,080.00

1.066.50

624.00

576.00

874.65

157.19

520.90

312.17

285.99

194.27

113.71

108 64

1,000.00

2.225.81

Bank : wfb WELLS FARGO BANK (Continued) Check # Date Vendor Inv Date Description Invoice 113197 3/23/2022 53736 **RG2 MANAGEMENT LLC** 2969 3/8/2022 WE 3/6: F. HERNANDEZ 2976 3/15/2022 WE 3/13: F. HERNANDEZ 2979 3/15/2022 WE 3/13: K. MEDINA 2990 3/21/2022 WE 3/20: K. MEDINA 2954 3/2/2022 WE 2/27: A. REYES 2968 3/8/2022 WE 3/6: A. REYES 113198 3/23/2022 54571 3/15/2022 2022 CV BUSINESS CONF SP **RIVERSIDE COUNTY OFFICE 004** 113199 3/23/2022 44161 ROBERT HALF 59627182 3/21/2022 WE 3/15: M. MARTINEZ 113200 3/23/2022 44581 SIGNARAMA INV-110610 2/9/2022 INSTLL'D ACRYLIC SIGNS @ | 113201 3/23/2022 35000 **SMART & FINAL** 370055 3/9/2022 ASSORTED DANISH, GRANOI 113202 3/23/2022 52595 STAPLES BUSINESS CREDIT 7351553873-0-4 3/10/2022 WSTFLD MAHOG 72IN HUTCH 7350020324-0-2 2/9/2022 LAM POUCH LETTER, SPLS F 7351553873-0-2 3/4/2022 4X3 INFNTY GLS CLDR BRD V 7351051180-0-1 3/2/2022 **BROTHER PTD450 LABELER.** 7351561965-0-2 3/4/2022 BOX FILE LTR/LGL WHT, AA E 7350020324-0-1 2/14/2022 WINDOW SIGN HOLDER

				1330020324-0-1	2/14/2022	WINDOW SIGN HOLDER	100.04	
				7351345269-0-1	3/2/2022	HP 63 BLACK, SHARPIE MAG	57.30	
				7349481685-0-1	2/2/2022	STAPLES 8.5X11 COPY CS, E	53.92	
				7351561965-0-1	3/4/2022	DUST-OFF 6PK	29.90	
				7351553873-0-1	3/4/2022	TR 7IN SCISSOR NS TTMN ST	14.46	1,691.26
113203	3/23/2022	54601	THE LEAP INSTITUTE	COAC-20220314	3/14/2022	TRANSPORTATION NEEDS AS	6,666.67	6,666.67
113204	3/23/2022	50590	TOUCHTONE COMMUNICATIO	1535927	3/1/2022	AC 1100006871, MAR2022	6.84	6.84
113205	3/23/2022	44966	VERIZON WIRELESS	9900759080	3/1/2022	AC371867190-00001, 2/2-3/1	7,672.43	
				9900759081	3/1/2022	AC371867190-00002, 2/2-3/1	256.05	7,928.48
113206	3/23/2022	44775	VISTA PAINT CORPORATION	2022-447144-00	3/15/2022	COVERALL EXT FLAT WHITE,	683.45	
				2022-409318-00	2/16/2022	ACRIGLO SEMIGLOSS D BAS	675.88	1,359.33
113207	3/23/2022	49778	WEST COAST ARBORIST, INC	2183150	2/9/2022	PE2/9 TREE MAINT @ LLMD	5,512.00	
				182980-A	2/1/2022	PE2/1 TREE MAINT @ LLMD	3,292.00	
				183145	2/6/2022	PE2/6 TREE MAINT @ LLMD	562.50	
				183155	2/11/2022	PE2/11 TREE MAINT @ LLMD	340.00	
				183140	2/3/2022	PE2/3 TREE MAINT @ LLMD	300.00	
				183139	2/2/2022	PE2/2 TREE MAINT @ LLMD	225.00	
				183143	2/4/2022	PE2/4 TREE MAINT @ LLMD	180.00	10,411.50

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03/23/2022	9:24:03AM

Sub total for WELLS FARGO BANK: 131,770.69

46 checks in this report.

Grand Total All Checks:

1,084,093.49

Date: March 23, 2022

Finance Director: Nathan Statham

apChkLst	
03/29/2022	12:05:03PM

## Check List City of Coachella

#### Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
622	3/28/2022	53858	USDA RURAL DEVELOPMENT 03282022	3/28/2022	MAR2022- 2005-B USDA WAS	80,052.63	80,052.63
				FOR WELLS FARGO BANK -SEPARATE CHECK:		RATE CHECK:	80,052.63

Page: 1

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1 checks in this report.

Grand Total All Checks:

80,052.63

Date: March 28, 2022

Finance Director: Nathan Statham

03/29/2022 4:16:45PM

## Check List City of Coachella

Page: 1

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#### Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
623	3/30/2022	53291	ANGENIOUS ENGINEERING	19-03-034	2/28/2022	PE2/28 DILLON RD BRIDGE	9,460.83	
				19-07B-012	2/28/2022	PE2/28 SR-86/AVE50 INTERCI	1,155.00	
				19-07A-016	2/28/2022	PE2/28 AVE 50 BRIDGE	42,524.94	53,140.77
624	3/30/2022	49486	BRC CONSTRUCTION	20221222	3/15/2022	OFFICE CONVERSION @ PEF	8,750.00	8,750.00
625	3/30/2022	43672	DESERT VALLEY SERVICES	1564605	3/9/2022	TOWEL ROLL, CARPET CLEA	672.44	
				565014	3/11/2022	12" VACUUM & BRUSH	427.39	
				565280	3/15/2022	TOILET BOWL BRUSH	43.79	
				563716	3/1/2022	NITRILE GLOVES	162.04	1,305.66
626	3/30/2022	00207	GRAINGER INC	9085229376	10/14/2021	GEL PENS	84.02	
				9229509006	3/1/2022	VACUUM BREAKER ASSEMBL	108.09	
				9232874207	3/3/2022	GLOVES, SAFETY GLASSES,	878.70	1,070.81
627	3/30/2022	51892	HERC RENTALS, INC.	32731059-001	3/14/2022	3/11-14 POSTHOLE AUGER R	271.95	271.95
628	3/30/2022	00996	HOME DEPOT	9014864	3/9/2022	DEWALT GAS PRESSURE WA	1,471.37	
				6064593	3/2/2022	ANGLE BROOM, 6PC SCREW	225.20	
				8160389	3/10/2022	BEHR PURE WHT SATIN ENA	838.03	2,534.60
629	3/30/2022	24600	LOPES HARDWARE	010411	3/4/2022	LOCKS, CHAINS, BUCKETS, 1	400.18	400.18
630	3/30/2022	00101	MUNISERVICES/AVENU	INV06-013830	3/21/2022	JAN-MAR2022 SVCS: UTILITY	4,571.23	4,571.23
631	3/30/2022	53552	QUENCH USA, INC.	INV03799323	3/1/2022	AC D347648, MAR2022 RNTL,	40.89	
				INV03817637	3/1/2022	AC D347651, MAR2022 RNTL,	40.89	
				INV03843564	2/23/2022	AC D347652, MAR2022 RNTL,	35.89	117.67
632	3/30/2022	52924	SIEMENS MOBILITY, INC.	5610280029	3/8/2022	FEB2022 TRAFFIC SIGNAL M/	1,812.80	
				5620039235	3/8/2022	FEB2022 TRAFFIC SIGNAL CA	1,692.66	3,505.46
633	3/30/2022	50629	VINTAGE ASSOCIATES, INC	072367	2/17/2022		1,854.38	
				223612	2/15/2022	FEB2022 LNDSCPE MAINT @	10,750.00	
				223613		FEB2022 LNDSCPE MAINT @	4,950.00	
				223619		FEB2022 LNDSCPE MAINT @	4,100.00	
				223623	2/15/2022	the second se	8,775.00	
				223776	2/17/2022	INSTLL'D PLANTS @ CESAR (	416.00	
				223920	3/15/2022	MAR2022 LNDSCPE MAINT @	10,750.00	
				223921	3/15/2022	MAR2022 LNDSCPE MAINT @	4,950.00	
				223927	3/15/2022	MAR2022 LNDSCPE MAINT @	4,100.00	
				223931	3/15/2022	MAR2022 LNDSCPE MAINT @	8,775.00	
				224064	3/9/2022	INSTLL'D SOD @ RLF PARK	832.00	60,252.38
634	3/30/2022	53455	VORTEX INDUSTRIES, INC.	05-1575590	3/8/2022	MAR2022 DOOR MAINT @ SE	625.00	625.00

apChkLst 03/29/2022 4:16:45PM Page Item 8.

**FOR WELLS FARGO BANK -SEPARATE CHECK:** 136,545.71

#### apChkLst 03/29/2022 4:16:45PM

## Check List City of Coachella

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#### Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113208	3/30/2022	48977	ADT COMMERCIAL	144413091	3/3/2022	AP-JN2022 ALARM/EXT SVC F	318.00	
				144413092	3/3/2022	APR2022 ALARM/EXT SVC PF	1,091.89	
				144413093	3/3/2022	APR2022 CELL/EXT SVC PRO	29.43	1,439.32
113209	3/30/2022	01436	AMERICAN FORENSIC NURS	E75851	3/22/2022	FEB2022 BLOOD DRAWS	122.44	122.44
113210	3/30/2022	52613	BALLET FOLKLORICO SOL D	E160	2/22/2022	4/2 PERFORMANCE @ MARIA	350.00	350.00
113211	3/30/2022	02187	BENLO R.V. II	13201	3/9/2022	8.5GAL PROPANE	39.28	39.28
113212	3/30/2022	54517	BLACK KNIGHT TECHNOLOG	GI10206919	3/20/2022	MA-AP2022 SITXPRO SBSCRI	250.00	250.00
113213	3/30/2022	52723	BRIGHT EVENT RENTALS, LL	(637652	3/23/2022	3/17 TENT & CONCRETE BLO	2,236.52	
				637653	3/23/2022	3/17 CHAIRS+LINEN+ETC RN	1,269.96	3,506.48
113214	3/30/2022	43634	CACEO	200020571	3/24/2022	5/26 WEBINAR- J. NAVARRO	40.00	40.00
113215	3/30/2022	52627	CALCPA	I-0001302910	3/7/2022	MY2022-AP2023 MBRSHP RN	60.00	60.00
113216	3/30/2022	53627	CANNON PARKIN, INC.	223115	3/14/2022	PE2/28 FIRE STATION REHAB	3,664.00	3,664.00
113217	3/30/2022	53423	CBE OFFICE SOLUTIONS	IN2483156	3/20/2022	ACC #CC3502, COLOR COPIE	1,071.11	1,071.11
113218	3/30/2022	02048	CDW GOVERNMENT, INC.	T421561	3/14/2022	SAMSUNG 27IN	618.65	618.65
113219	3/30/2022	54603	CEJA MUSIC INC.	4/2 Fstvl	2/16/2022	4/2 PERFORMANCE @ MARIA	5,600.00	5,600.00
113220	3/30/2022	07950	CITY OF COACHELLA	Feb 2022	2/28/2022	FEB2022 WATER- ST, PARKS,	64,349.01	
				Feb 2022-LLD's	2/28/2022	FEB2022 WATER- LLD'S	10,110.36	74,459.37
113221	3/30/2022	53220	COACHELLA ACE HARDWAR	E3316/1	3/1/2022	AA BATTERY 20PK, ETC	46.72	
				3322/1	3/2/2022	GARDEN HOSE & NOZZLE GL	96.75	
				3345/1	3/7/2022	SCREWDRIVING SET	16.30	
				3370/1	3/11/2022	TANK SPRAYER	39.14	
				3395/1	3/15/2022	POCKET HOSE, MAGNETIC T.	204.98	403.89
113222	3/30/2022	54604	COLIBRI ENTERTAINMENT IN	N(1175	3/11/2022	4/2 PERFORMANCE @ MARIA	13,000.00	13,000.00
113223	3/30/2022	45032	COLLINS ELECTRIC CORP.	030322-1	3/3/2022	RPR'D LIGHTING @ RLF PARI	240.00	240.00
113224	3/30/2022	44959	COMPUTER CONSULTANTS,	134239	2/22/2022	FINAL- INSTLLTN OF TV/NUC	1,903.03	
				34240	2/22/2022	FINAL- INSTLLTN OF TV'S @ (	1,999.33	
				34253	2/26/2022	FINAL- INSTLLTN OF EMT PO	863.87	4,766.23
	3/30/2022		CORONA CLAY COMPANY, IN		3/4/2022	ANGEL MIX FOB	7,793.75	7,793.75
113226	3/30/2022	00214	CORONET CONCRETE PROL	D 1152668	2/28/2022	6.0 SACK 50/50 NO FLY ASH	420.21	420.21
	3/30/2022		COUNTY OF RIVERSIDE	AN000002423	3/22/2022	FEB2022 ANL SHLTR+FIELD+	26,025.66	26,025.66
113228	3/30/2022	54602	DE FRANCISCO SHEK, ANDF		3/8/2022	UB RELOCATION FLYER SVC	350.00	
				22016	3/9/2022	VETERAN'S MURAL UNVEILIN	350.00	700.00
113229	3/30/2022	01089	DESERT ELECTRIC SUPPLY	S2947314.002	2/22/2022	RIPLEY 6005 SHORTING CAP	117.45	117.45

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Bank : wfb WELLS FARGO BANK

## Check List City of Coachella

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Durin										
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total		
113230	3/30/2022	54461	DESERT GROWERS NURSER	08368	3/8/2022	RED YUCCA, TEXAS RANGEF	1,044.00			
				08369	3/8/2022	FICUS	261.00			
				08390	3/10/2022	TEXAS RANGER	380.63	1,685.63		
113231	3/30/2022	52970	DESERT POOL SPECIALISTS,	126332	3/1/2022	MAR2022 FOUNTAIN SVCS	400.00			
				126388	3/7/2022	CONDITIONER FOR FOUNTAI	65.25	465.25		
113232	3/30/2022	53007	<b>DESERT PROMOTIONAL &amp;</b>	84660	3/15/2022	OVAL STICKERS W/ UV COAT	1,436.41	1,436.41		
113233	3/30/2022	13700	DEWEY PEST CONTROL INC.	14934951	3/1/2022	AC103361, MAR2022, SENIOR	80.00			
				14942154	3/1/2022	AC1450610, MAR2022, DE OR	160.00			
				14954491	3/1/2022	AC1281215, MAR2022, SIERR.	301.00			
				14954492	3/1/2022	AC1281218, MAR2022, 51251	900.00	1,441.00		
113234	3/30/2022	42442	DIRECTV	076184020X220	3/3/2022	MAR2022 TV ACCESS FEE+PI	65.24	65.24		
113235	3/30/2022	54233	DJ2A ENTERTAINMENT	4/2 Event	3/24/2022	4/2 DJ @ MARIACHI FESTIVAI	400.00	400.00		
113236	3/30/2022	50645	DURAN'S LOCK & KEY	6221	3/21/2022	3/21 SVC CALL: 1540 7TH ST	75.00	75.00		
113237	3/30/2022	44713	FARMER BROTHERS CO.	95671137	3/18/2022	CREAMER & CUPS	210.19			
				95671191	3/28/2022	CREAMER & STIR STICKS	88.34	298.53		
113238	3/30/2022	52145	FLORES, JESSE	327	3/24/2022	4/2 PERFORMANCE @ MARIA	3,500.00	3,500.00		
113239	3/30/2022	51754	HARC, INC.	742	3/10/2022	2022 CV COMMUNITY HEALTI	5,000.00	5,000.00		
113240	3/30/2022	50235	HOUSING AUTHORITY OF TH	[2021 Loan	3/22/2022	2021 LOAN PAYMENT- EL JAF	51,869.00	51,869.00		
113241	3/30/2022	20150	HYDRO AG SYSTEMS	266642	2/10/2022	WELD-ON HPT SOLVENT	125.83			
				266670	2/10/2022	PVC PIPE 1" SCH40	50.46	176.29		
113242	3/30/2022	20450	IMPERIAL IRRIGATION DISTR	IMdFB-MdMA	3/16/2022	MID FEBRUARY-MID MARCH	141,514.58	141,514.58		
113243	3/30/2022	45108	IMPERIAL SPRINKLER SUPPL	4996067-00	2/10/2022	3" BLUE TRENCH SHOVEL & '	31.03			
				4992472-00	2/8/2022	3" BLUE TRENCH SHOVEL & I	144.45			
				5003262-00	2/16/2022	1" CL200 PVC PIPE, ETC	31.05			
				4954035-00	2/24/2022	LUMINAIRE REPLACEMENT L	783.00			
				5013441-00	2/24/2022	RAINBIRD 6" POP-UP BODY, I	562.04			
				5020164-00	3/1/2022	HUNTER ULTRA 4" POP-UP A	317.44	1,869.01		
113244	3/30/2022	53801	INFOSEND, INC.	204455-1	12/31/2021	DEC2021 UTILITY BILLING SV	25.89	25.89		
113245	3/30/2022	44047	KONICA MINOLTA BUSINESS	9008473129	3/22/2022	BIZHUB 282, FIRE DEPT, 2/23	0.53	0.53		
113246	3/30/2022	54569	LED GLOBAL SUPPLY INC.	22142	3/4/2022	SALES TAX CHRGS	174.92	174.92		
113247	3/30/2022	45257	LIEBERT CASSIDY WHITMOR	1214089	2/28/2022	PE2/28: #CO015-00008	6,916.00	6,916.00		
113248	3/30/2022	54123	LISA WISE CONSULTING, INC	.4159	3/20/2022		2,872.50	2,872.50		
113249	3/30/2022	50501	LIVESCAN MGMT GROUP, INC	C03102022COC	3/10/2022	16" CITY OF COACHELLA LOC	1,087.50	1,087.50		
113250	3/30/2022	48220	MARTINEZ, MARITZA	Sbscrptn	3/28/2022	FEB/MAR2022 SBSCRPTN RE	198.00	198.00		

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## Check List City of Coachella

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Bank	: wfb WE	LLS FARGO	BANK (Continued	)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113251	3/30/2022	43425	MOWERS PLUS, INC	245365	3/7/2022	MS170- 16" C/S (SN 53252458	204.71	
				245361	3/7/2022	SVC'D CHAINSAW	154.66	
				245363	3/7/2022	SVC'D BLOWER	133.97	493.34
113252	3/30/2022	01882	NORTHERN TOOL & EQUIPM	E49608755		ADJUSTABLE GANTRY, 110PC	1,713.70	1,713.70
113253	3/30/2022	47192	O'REILLY AUTO PARTS	2855-420512	3/7/2022	BATTERY	142.32	
				2855-421235	3/9/2022	DISC PAD SET	38.42	180.74
113254	3/30/2022	51847	PARTY TIME RENTALS	31		4/2 SLIDE/MECHANICAL BULL	1,274.50	1,274.50
113255	3/30/2022	02028	PETE'S ROAD SERVICE, INC.	567639-00	3/2/2022	FLAT REPAIR	31.61	
				569021-00	3/7/2022	FLAT REPAIR	31.61	
				569520-00	3/9/2022	FLAT REPAIR	31.61	94.83
	3/30/2022		PROPER SOLUTIONS, INC.	13018		WE 3/18: S. CARLOS RAMIRE	252.00	252.00
	3/30/2022		QUADIENT LEASING USA, INC			AP-JL2022, LSE #N17071771,	826.50	826.50
113258	3/30/2022	54500	RELIABLE TRANSLATIONS CO		3/9/2022	3/9 CC MTG SVCS	637.00	
				21383		3/15 PARK & REC MTG SVCS	147.00	
				21428		3/20 CC MTG AGENDA TRANS	124.80	
				21434		3/21 DOCUMENT TRANSLATI	182.72	
				21463		3/23 CC MTG SVCS	539.00	
				21332	3/9/2022	3/9 DOCUMENT TRANSLATIO	1,225.60	
				21361		3/13 PARK & REC MTG AGENI	75.00	2,931.12
	3/30/2022		REYES COCA-COLA BOTTLIN		3/9/2022	DASANI BOTTLED WATER & 7	436.24	436.24
113260	3/30/2022	53736	RG2 MANAGEMENT LLC	2978		WE 3/13: A. REYES	1,543.50	
				2980		WE 3/13: L. VALENZUELA	658.67	
				2981		WE 3/13: V. CORDOVA	171.00	
				2989		WE 3/20: L. VALENZUELA	651.11	
				2991		WE 3/20: A. REYES+R. VALEN	2,732.63	
				2977		WE 3/13: A. REYES	576.00	
				2992		WE 3/20: A. REYES	468.00	
				2993		WE 3/20: F. HERNANDEZ	1,433.25	
				2997		WE 3/20: M. SOTO	1,386.00	9,620.16
113261	3/30/2022	44161	ROBERT HALF	59695015		WE 3/25: M. MARTINEZ	188.65	
				59603441		WE 3/11: M. MARTINEZ	1,166.20	
				59671750		WE 3/25: L. SKLUT	1,332.81	
				59649434		WE 3/18: L. SKLUT	1,407.90	4,095.56
113262	3/30/2022	45190	RUDY'S TERMITE & PEST CO		3/7/2022	3/7 BEE INSPCTN @ 1540 7TF	125.00	
				1331125	3/7/2022	3/7 RMV'D BEES @ 1540 7TH	285.00	410.00

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City of	Coach	ell
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Bank : wfb WELLS FARGO			BANK (Continued	)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113263	3/30/2022	52203	RUIZ, XITLALY	2	2/21/2022	4/2 MC @ MARIACHI FESTIVA	500.00	500.00
113264	3/30/2022	50827	SDC SOUND COMPANY LLC	1071	1/17/2022	4/2 LIGHTING+SOUND+ETC: I	7,530.00	
				1074	3/11/2022	3/12 MICS+STANDS+ETC: TRI	500.00	
				1075	3/16/2022	3/17 MICS+STANDS+ETC: VE	500.00	8,530.00
113265	3/30/2022	52503	SILVA, CARLOS	Mar 2022	3/1/2022	MAR2022 CERAMIC CLASS	40.00	40.00
113266	3/30/2022	46733	SIMPLOT TURF & HORTICULT	208132642	3/9/2022	18-5-0 STD 5%FE .4%BARRIC	1,680.90	
				208132643	3/9/2022	18-5-0 STD 5%FE .4%BARRIC	1,680.90	3,361.80
113267	3/30/2022	35450	SOCALGAS	1377 6th-FB22	3/1/2022	AC 012 623 3701 5, 1/26-2/25	138.79	
				1500 6th-FB22	3/1/2022	AC 020 678 1257 4, 1/26-2/25	95.95	
				1515 6th-FB22	3/1/2022	AC 031 523 3700 6, 1/26-2/25	394.10	
				1517 6th-FB22	3/1/2022	AC 010 594 4824 9, 1/26-2/25	48.77	
				1540 7th-FB22	3/1/2022	AC 008 423 3900 4, 1/26-2/25	219.03	
				84626Bag-FB22	3/1/2022	AC 153 323 6215 9, 1/26-2/25	251.86	
				87075Av54-FB22	3/1/2022	AC 123 573 5834 5, 1/26-2/25	71.32	
				BagPool-FB22	3/1/2022	AC 069 323 6500 7, 1/26-2/25	14.79	1,234.61
113268	3/30/2022	54361	STANLEY ACCESS TECH LLC	0906310358	8/26/2021	INSTLL'D SENSOR @ SENIOF	1,111.45	1,111.45
113269	3/30/2022	52595	STAPLES BUSINESS CREDIT	7351096187-0-1	3/2/2022	STPL HL8000 LAT 42IN 4 DWF	1,433.30	
				7351403341-0-1	3/7/2022	PLASTIC SLEEVES	12.94	
				7351403341-0-2	3/2/2022	MESH WALL FILE, NXT 16GB	109.03	
				7351438994-0-2	3/2/2022	PERF LEGAL PAD, SHARPIE F	44.51	
				7349909533-0-2	3/14/2022	10500 SERIES	251.31	
				7352454690-0-1	3/18/2022	STPLS HD VIEW BINDER 2IN	17.79	
				7352454690-0-2	3/18/2022	STPLS HD VIEW BINDER 2IN	53.37	
				7352456636-0-1	3/15/2022	AVERY 5TAB CLEAR LABEL, E	109.02	
				7352456636-0-2	3/15/2022	AAA BATTERY 12PK	12.11	
				7352653038-0-1	3/17/2022	STPLS HD VIEW BINDER 2IN,	88.81	
				7352609492-0-2	3/17/2022	SPLS QUICK EASEL, P700 GE	205.43	
				7352609492-0-3	3/17/2022	PILOT P700 GEL ROLLER FN	11.73	2,349.35
	3/30/2022		STATE CONTROLLER'S OFFIC	CFAUD-00003072	3/1/2022	FY21/22 ANNUAL STREET RE	3,300.00	3,300.00
113271	3/30/2022	51229	TJC PROPERTY SERVICES, II	20220206	2/16/2022	APPRAISAL SVCS: 1609 4TH \$	4,400.00	4,400.00
	3/30/2022		TOPS N BARRICADES	1092676	2/28/2022	2/23-28 CHNGBLE MSG SIGN	1,680.00	1,680.00
113273	3/30/2022	52204	TPX COMMUNICATIONS	154725628-0	3/16/2022	AC33325, 3/16-4/15	4,495.02	4,495.02
113274	3/30/2022	39640	VALLEY LOCK & SAFE	172567	3/10/2022	BRINKS RESETABLES	143.12	
				173658	2/23/2022		110.00	253.12
113275	3/30/2022	53173	VERIZON CONNECT NWF, IN	(OSV0000027021	3/1/2022	FEB2022 GPS MONITORING 5	582.84	582.84

#### Check List a

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#### 03/29/2022 4:16:45PM

City	of	Coa	chella

Bank : wfb WELLS FARGO BANK			BANK (Continued	1)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113276	3/30/2022	44775	VISTA PAINT CORPORATION	2022-447994-00	3/15/2022	DROP CLOTH CANVAS	81.52	81.52
113277	3/30/2022	53200	WEST CALI PLUMBING	001276	3/8/2022	INSTLL'D SHOWER VALVE ST	290.00	
				001279	3/13/2022	INSTLL'D RECESSED HOSE E	871.86	1,161.86
113278	3/30/2022	54272	WILLDAN	002-26100	3/2/2022	FEB2022- BLDG AND SAFETY	8,650.00	
				002-25540	12/2/2021	NOV2021- BLDG AND SAFETY	8,280.00	16,930.00
						Sub total for WELLS	FARGO BANK:	438,099.38

83 checks in this report.

Grand Total All Checks:

574,645.09

Date: March 30, 2022

Finance Director: Nathan Statham

apChkLst 03/30/2022 7:32:50AN 	И	Check List City of Coachella					
Bank : wfb WELLS	S FARGO BANK						
Check # Date Ve	ndor	Invoice	Inv Date	Description	Amount Paid	Check Total	
113279 3/30/2022 54	513 CORDOVA, SARAH	Ref000223897	1/21/2022	UB Refund Cst #00051923	75.39	75.39	
113280 3/30/2022 54	511 GILL, KIMBERLY	Ref000223894	1/21/2022	UB Refund Cst #00051364	27.04	27.04	
113281 3/30/2022 54	489 JIMENEZ, GABRIEL	Ref000223899	1/21/2022	UB Refund Cst #00052284	170.27	170.27	
113282 3/30/2022 54	394 MEZA, MAILENE	Ref000223896	1/21/2022	UB Refund Cst #00051827	55.21	55.21	
113283 3/30/2022 54	510 MOELLER, SHELLY	Ref000223892	1/21/2022	UB Refund Cst #00048618	131.57	131.57	

1/21/2022

1/21/2022

1/21/2022 UB Refund Cst #00052155

1/21/2022 UB Refund Cst #00051506

UB Refund Cst #00043035

UB Refund Cst #00049160

Ref000223898

Ref000223891

Ref000223893

Ref000223895

113284 3/30/2022 54514

113285 3/30/2022 54469

113286 3/30/2022 54458

113287 3/30/2022 54512

MONTEZ, MICHAEL

MUJICA, GABRIELA

PENTASUGLIA, ERICKA

RAMIREZ, ESMERALDA

Sub total for WELLS FARGO BANK:

192.15

182.88

39.70

117.52

Item 8.

192.15

182.88

39.70

117.52

991.73

9 checks in this report.

Grand Total All Checks:

991.73

Date: March 30, 2022

Finance Director: Nathan Statham

apChkLst 04/05/2022	3:52:12PM	Check List City of Coachella	Page: 1

#### Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	4/1/2022 4/1/2022		THE H.N. & FRANCES C. BER(65 USDA RURAL DEVELOPMENT04012022	4/1/2022 4/1/2022	APR2022- CIVIC CENTER LOF APR2022- USDA AVE 54 WAS <sup>-</sup>	8,876.26 28,625.94	8,876.26 28,625.94
				۲ FC	OR WELLS FARGO BANK -SEPA	RATE CHECK:	37,502.20

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2 checks in this report.

Grand Total All Checks:

37,502.20

Date: April 1, 2022

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Finance Director: Nathan Statham

apChkLst 04/05/2022 4:18:42PM	Check List City of Coachella	Page: 1
Bank : wfb WELLS FARGO BANK		

1	Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	113288	4/6/2022	54611	BOYD, MICHAEL	Ref000225486	3/30/2022	UB Refund Cst #00048660	29.93	29.93
	113289	4/6/2022	54618	BURRTEC WASTE & REC.	Ref000225493	3/30/2022	UB Refund Cst #00054333	919.70	919.70
	113290	4/6/2022	54615	MARTIN, CURTIS	Ref000225490	3/30/2022	UB Refund Cst #00053894	51.45	51.45
	113291	4/6/2022	54612	NEAR-CAL CORP	Ref000225487	3/30/2022	UB Refund Cst #00053326	945.00	945.00
	113292	4/6/2022	54616	PENA, ESTATE OF MARIA	Ref000225491	3/30/2022	UB Refund Cst #00053937	83.78	83.78
	113293	4/6/2022	54613	PILTZ, NATHAN	Ref000225488	3/30/2022	UB Refund Cst #00053474	63.85	63.85
	113294	4/6/2022	54610	RAMOS, EDITH	Ref000225485	3/30/2022	UB Refund Cst #00048655	1.96	1.96
	113295	4/6/2022	54617	RODRIGUEZ, ROSA	Ref000225492	3/30/2022	UB Refund Cst #00054243	91.88	91.88
	113296	4/6/2022	54607	ROHLFING, MAGDALENA	Ref000225482	3/30/2022	UB Refund Cst #00045820	80.10	80.10
	113297	4/6/2022	54608	VEGA, BEATRICE	Ref000225483	3/30/2022	UB Refund Cst #00046180	80.11	80.11
	113298	4/6/2022	54609	ZAMORA, JUANA	Ref000225484	3/30/2022	UB Refund Cst #00047487	59.13	59.13
	113299	4/6/2022	54614	ZEREGA, DANIEL	Ref000225489	3/30/2022	UB Refund Cst #00053479	86.69	86.69

Sub total for WELLS FARGO BANK:

2,493.58

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12 checks in this report.

Grand Total All Checks:

2,493.58

Date: April 6, 2022

Finance Director: Nathan Statham

apChkLst		
04/06/2022	7:44:55AM	

#### Check List City of Coachella

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#### Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
637	4/6/2022	45929	BECK OIL, INC.	51810CL	3/15/2022	PE3/15 ENG DEPT FUEL	174.00	
			,	51815CL	3/15/2022	PE3/15 STREETS DEPT FUEL	753.70	
				51817CL	3/15/2022	PE3/15 WATER DEPT FUEL	811.43	
				51820CL	3/15/2022	PE3/15 PARKS DEPT FUEL	202.88	
				51840CL	3/15/2022	PE3/15 VEHICLE MAINT DEPT	703.47	
				51841CL	3/15/2022	PE3/15 SENIOR CNTR FUEL	403.85	
				51850CL	3/15/2022	PE3/15 STREETS DEPT FUEL	231.97	
				51862CL	3/15/2022	PE3/15 SANITARY DEPT FUEL	1,643.92	
				51869CL	3/15/2022	PE3/15 BLDG MAINT DEPT FL	240.14	
				51895CL	3/15/2022	PE3/15 STREETS DEPT FUEL	87.24	
				51870CL	3/15/2022	PE3/15 ADMIN DEPT FUEL	69.13	5,321.73
638	4/6/2022	46730	CALPERS	1000000167570	3/30/2022	2022 REPLACEMENT BENEFI	2,535.40	2,535.40
639	4/6/2022	43672	DESERT VALLEY SERVICES I	1566028	3/22/2022	CONTAINER HNG LD, PLATES	1,774.40	1,774.40
640	4/6/2022	00207	GRAINGER INC	9229009288	3/1/2022	DIE GRINDER, SPRAY NOZZL	182.19	
				9250226322	3/18/2022	COOLER & REUSABLE ICE BL	43.98	
				9209141291	2/10/2022	PARKING LOT LIGHT FIXTUR	2,489.04	
				9231739831	3/3/2022	COLLARED COVERALLS	965.87	3,681.08
641	4/6/2022	00996	HOME DEPOT	5010958	3/23/2022	HUSKY 75PC MECHANICS SE	503.45	503.45
642	4/6/2022	51869	REIGN INDUSTRIES INC.	RI 2201 CWA	3/8/2022	MAINT ON VFD'S @ WELL #18	9,908.44	
				RI 2202 CWA	3/8/2022	TRBLSHT VFD'S @ WELL #18	3,600.00	
				RI 2203 CWA	3/17/2022	RPR'D VFD @ WELL #18	9,472.50	22,980.94
643	4/6/2022	54400	US BANK	6374799		RDVLPMNT AGENCY SUBORI	2,470.00	2,470.00
644	4/6/2022	53455	VORTEX INDUSTRIES, INC.	05-1574031	2/28/2022	RPR'D HOLLOW METAL DOOI	611.00	611.00
645	4/6/2022	51697	WESTERN WATER WORKS S	SI1404199-00	2/28/2022	BRZ SADDLE DBL SS STRAPS	350.18	
				1404201-00	3/1/2022	DBL STRAP SVC SADDLE, ET	575.95	
				1404203-00	3/1/2022	SINGLE BAND FULL CIRCLE (	417.28	
				1404190-00	2/25/2022	PIPE TO FITTING RESTRAINT	44.91	1,388.32
646	4/6/2022	00384	WILLDAN FINANCIAL SERVIC	E010-50806	3/25/2022	APR-JUNE2022 ADMIN SVCS,	2,753.03	2,753.03
647	4/6/2022	53596	<b>XTREME HEATING AND AIR</b>	2227	3/11/2022	SVC'D COMMERCIAL COOLEI	3,112.00	
				2232	3/11/2022	RPLC'D AIR DIFFUSER @ PEF	307.00	3,419.00
					L EC	OR WELLS FARGO BANK -SEPA	RATE CHECK	47,438,35

**FOR WELLS FARGO BANK -SEPARATE CHECK:** 47,438.35

#### apChkLst 04/06/2022 7:44:55AM

## Check List City of Coachella

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Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113300	4/6/2022	01436	AMERICAN FORENSIC NURS	E75849	3/22/2022	FEB2022 BLOOD DRAWS+DR	400.71	400.71
113301	4/6/2022		ARAMARK UNIFORM SERVIC	EFEB2022		PE2/28 UNIFORMS, MATS & G	3,255.58	
				FEB2022 CC		PE2/28 MATS & MOPS	530.72	
				FEB2022 SAN	2/28/2022	PE2/28 UNIFORMS, MATS & G	1,001.70	4,788.00
113302	4/6/2022	00836	<b>BIO-TOX LABORATORIES</b>	42543	3/17/2022		578.00	
				42544	3/17/2022		988.00	
				42592		2/7+22 LAB SERVICES	92.00	1,658.00
113303	4/6/2022	54606	CITYGROWS	1043		2021 ANNUAL CITYGROWS S	4,999.00	4,999.00
	4/6/2022		COACHELLA ACE HARDWAR		3/16/2022	GLUE TITEBOND & EPOXY	15.20	
				3433/1	3/21/2022	WHEELIE COOL & MAGNETIC	58.69	
				3450/1	3/23/2022	WIDE MEXICAN PALM LEAF, I	63.03	
				3458/1	3/23/2022	KEYKRAFTER #91 & CPL SET	25.78	
				3465/1	3/24/2022	BLOWER CRDLS MAX	163.11	
				3318/1	3/2/2022	LATEX GLOVES	15.20	
				3353/1	3/8/2022	CONCRETE MIX	21.73	
				3362/1	3/9/2022	WALLPLATE DUPLEX, 1/2" CA	13.54	
				3398/1	3/15/2022	BOLT U & SCRW WD PHL FH	17.88	394.16
113305	4/6/2022	44959	COMPUTER CONSULTANTS,	134429	4/2/2022	MAR2022 IT SUPPORT	9,345.00	9,345.00
113306	4/6/2022	54137	CONSERVE LANDCARE LLC	46527	12/1/2021	DEC2021 LNDSCPE MAINT @	43,000.00	
				58212	2/1/2022	FEB2022 LNDSCPE MAINT @	43,000.00	
				51880	1/1/2022	JAN2022 LNDSCPE MAINT @	43,000.00	129,000.00
113307	4/6/2022	01924	CONSOLIDATED ELECTRICA	L3298-1007033	2/10/2022	120V SFCMT HORN/STRB	715.05	
				3298-1010002	2/18/2022	600V IND FUSE, ETC	304.29	1,019.34
113308	4/6/2022	52375	CORE & MAIN LP	Q287773	2/23/2022	6X6 CI HYD B/O RISER 6X8 H	860.86	
				Q354455	3/3/2022	REED SMOOTH JAW WRENC	291.22	
				Q376747	3/3/2022	CF HYDRANT MTR STD REG	1,408.89	
				Q414738	2/23/2022	SOFT K COPPER TUBE 100'	2,429.48	
				Q431135	2/25/2022	6' DIGGING BAR	393.68	
				Q433575	2/25/2022	6X7-1/2X1IP TAPT REP CLP, E	444.04	
				Q461470	3/4/2022	SOFT K COPPER TUBE 100', I	4,982.27	
				Q220451	2/23/2022	FF METER GASKETS	96.13	10,906.57
113309	4/6/2022	49858	CV PIPELINE CORP.	S2847	3/23/2022	STORM DRAIN SYSTEM MAIN	6,480.00	6,480.00
113310	4/6/2022		CVAG	CV 22149-22	3/28/2022		10,855.08	10,855.08
113311	4/6/2022		DAMARA'S FLOWERS	8717		FLORAL WREATH: CALLY RAI	115.28	115.28
113312	4/6/2022	53007	DESERT PROMOTIONAL &	84896	3/23/2022	220Z STAINLESS STEEL BOT	636.19	636.19

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## Check List City of Coachella

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Bank	Bank: wfb WELLS FARGO BANK (Continued)							
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113313	4/6/2022	52568	EGAN CIVIL, INC.	21414	3/28/2022	PE3/28 PUEBLO VIEJO TRAN	7,115.00	7,115.00
113314	4/6/2022	42742	F.E.C. ELECTRIC INC.	1000-21935		<b>RPLC'D LAMPS &amp; TRANSFOR</b>	12,593.00	22
				1001-21935-1	1/14/2022	<b>RPLC'D LAMPS &amp; TRANSFOR</b>	7,013.13	19,606.13
113315	4/6/2022	44713	FARMER BROTHERS CO.	95671138	3/18/2022	COFFEE & CREAMER	400.32	400.32
113316	4/6/2022	51604	FRONTIER	3982369-MA22	3/25/2022	760/398-2369, 3/25/22	61.60	61.60
113317	4/6/2022	54622	GUERRERO, CLARISSA	Cntrl Rbt	3/21/2022	SMART CONTROLLER REBAT	106.54	106.54
113318	4/6/2022	01864	HAAKER EQUIPMENT COMPA	AC77836	2/28/2022	CLEANING NOZZLE	1,278.47	1,278.47
113319	4/6/2022	20450	IMPERIAL IRRIGATION DISTR	150035755-MA22	3/30/2022	AC50035755, 2/26-3/25, PUMP	38.28	
				50371785-MA22	3/30/2022	AC50371785, 2/26-3/25, LIFT S	579.63	
				50408460-MA22	3/30/2022	AC50408460, 2/26-3/25, WELL	4,955.88	
				50434217-MA22	3/30/2022	AC50434217, 2/26-3/25	48.98	
						AC50459795, 2/26-3/25	51.08	
				50459796-MA22	3/30/2022	AC50459796, 2/26-3/25	91.11	
						AC50459819, 2/26-3/25	74.90	
						AC50522793, 2/25-3/28, SCAD	14.13	5,853.99
	4/6/2022		INFOSEND, INC.	209847		MAR2022 UTILITY BILLING SV	7,932.25	7,932.25
	4/6/2022		KAMAN INDUSTRIAL TECHNO			HELICAL WORM W/ ADAPTEF	2,751.95	2,751.95
113322	4/6/2022	47328	KONICA MINOLTA		4/2/2022	ACC 061-0042081-000, APR20	67.43	
				39690013		BIZHUB C454E, 1515 6TH ST,	212.07	279.50
113323	4/6/2022	02162	LOWE'S COMPANIES, INC.	01682		USG 24-48 RADAR TILE	395.23	
						CREDIT ON ACCOUNT	-32.48	362.75
	4/6/2022		MOWERS PLUS, INC	246460		SVC'D CONCRETE CUTTER	212.64	212.64
	4/6/2022		NAVARRETE, MIGUEL			TRVL EXP 3/16-18, PLANNING	595.40	595.40
113326	4/6/2022	42112	NRO ENGINEERING	11-21-017		PE10/31 PLNCK, PJCT #ST-13	9,371.25	
				04-22-028		PE3/31 PLNCK, 52300 ENTER	1,288.00	
				04-22-029		PE3/31 PLNCK, FOUNTAINHE.	2,684.50	
				04-22-030		PE3/31 PLNCK, PM 37266:#13	268.00	
				04-22-031		PE3/31 PLNCK, FOUNTAINHE	963.90	
				04-22-032		PE3/31 PLNCK, TR 32074-1 &	942.50	15,518.15
113327	4/6/2022	47192	O'REILLY AUTO PARTS	2855-423626	3/17/2022		94.72	
				2855-424816		PIN & CLIP	51.06	145.78
	4/6/2022		PAUL ASSOCIATES	85865		BUSINESS CARDS: R. HUERT	93.42	93.42
113329	4/6/2022	02028	PETE'S ROAD SERVICE, INC.			MOUNT/BALANCE NEW TIRE	377.92	100 50
				572485-00	3/21/2022	FLAT REPAIR	31.61	409.53

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## Check List City of Coachella

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Bank	Bank : wfb WELLS FARGO BANK (Continued)							
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113330	4/6/2022	46837	PRECISION BACKFLOW	PBF161813	3/9/2022	INSTLL'D THEFT PRVNTN EN	2,500.00	
				PBF161814	3/9/2022	INSTLL'D THEFT PRVNTN EN	2,500.00	
				PBF161815	3/9/2022	INSTLL'D THEFT PRVNTN EN	2,500.00	
				PBF161816	3/9/2022	INSTLL'D THEFT PRVNTN EN	2,500.00	10,000.00
113331	4/6/2022	42759	PROPER SOLUTIONS, INC.	13047	3/25/2022	WE 3/25: S. CARLOS RAMIRE	252.00	252.00
113332	4/6/2022	54500	RELIABLE TRANSLATIONS CO	21519	3/30/2022	3/30 DOCUMENT TRANSLATI	83.84	83.84
113333	4/6/2022	48608	REYES COCA-COLA BOTTLIN	11016203551	3/16/2022	DASANI BOTTLED WATER & 5	398.16	
				11016203552	3/16/2022	DASANI BOTTLED WATER & :	441.60	839.76
113334	4/6/2022	01571	RIVERSIDE COUNTY FLOOD	(FC019457	3/22/2022	FY21/22 COST SHARING- WH	41,372.04	41,372.04
113335	4/6/2022	44161	ROBERT HALF	59718265	4/4/2022	WE 4/1: L. SKLUT	1,037.88	
				59740662	4/5/2022	WE 4/1: N. VALENZUELA	686.00	
				59665753	3/24/2022	WE 3/18: P. ARRIAGA	1,283.20	
				59621033	3/17/2022	WE 3/11: P. ARRIAGA	1,283.20	4,290.28
	4/6/2022		RUIZVA L. PEST CONTROL	119	3/24/2022	MAR2022 SVCS @ FIRE STAT	65.00	65.00
113337	4/6/2022	46733	SIMPLOT TURF & HORTICUL	208132862	3/18/2022	18-5-0 STD 5%FE .4%BARRIC	840.45	840.45
	4/6/2022		SMART & FINAL	521777	3/23/2022	FRITO LAY, CAR AIR FRESHE	102.17	102.17
113339	4/6/2022	54620	SOUTHWEST PROTECTIVE S		3/7/2022	FEB2022 PATROL SVCS @ LL	4,480.00	
				9519	1/3/2022	DEC2021 SECURITY SVCS @	2,444.00	
				9549	2/7/2022	JAN2022 SECURITY SVCS @	3,701.25	
				9559	3/7/2022	FEB2022 SECURITY SVCS @	3,572.00	
				9626	1/3/2022	DEC2021 SECURITY SVCS @	7,684.50	
				9627	1/3/2022	DEC2021 PATROL SVCS @ P/	7,056.00	
				9628	1/3/2022	DEC2021 PATROL SVCS @ LL	5,180.00	
				9629	2/7/2022	JAN2022 SECURITY SVCS @	7,050.00	
				9630	2/7/2022	JAN2022 PATROL SVCS @ PA	7,056.00	
				9631	2/7/2022	JAN2022 PATROL SVCS @ LL	5,180.00	
				9632	3/7/2022	FEB2022 SECURITY SVCS @	6,674.00	
				9633	3/7/2022	FEB2022 PATROL SVCS @ PA	6,272.00	66,349.75
113340	4/6/2022	52595	STAPLES BUSINESS CREDIT	7351438994-0-1	3/24/2022	SMRST 71W LDSK MPL	580.71	
				7352311149-0-1	3/14/2022	HP 62XL HYBLK/62 CLR INK 2	112.71	
				7352944113-0-1		HP 63 COLOR & BLACK	96.22	
				7353057678-0-1			21.43	
				7353057678-0-2			130.83	
				7353523487-0-1		, , ,	69.97	1,011.87
113341	4/6/2022	00102	SUNLINE TRANSIT AGENCY	INV05853	3/18/2022	FEB2022 CNG FUEL	599.39	599.39

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#### Check List **City of Coachella**

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Bank	: wfb WE	LLS FARG	O BANK (Continued	(b				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
113342	4/6/2022	54550	TBU INC.	47720	3/9/2022	INSTLL'D WTR SVC CONNEC	14,579.00	14,579.00
113343	4/6/2022	54621	THE VERDIN COMPANY	205694	2/3/2022	BELL TOWER SURVEY @ LIB	1,150.00	1,150.00
113344	4/6/2022	48152	TKE ENGINEERING, INC.	2021-1175	3/16/2022	PE12/31 84900 BAGDAD AVE-	15,693.25	
				2021-1176	3/16/2022	PE12/31 PULTE HOMES- SEV	1,260.00	16,953.25
113345	4/6/2022	38250	TOPS N BARRICADES	1092608	2/25/2022	12X18 NO PARKING, 28" CON	110.60	
				1092787	3/8/2022	28" CONE W/ SLEEVES & PAE	500.25	
				1092828	3/10/2022	12X18 NO PARKING & MESH (	157.63	
				1093042	3/22/2022	18" CONE W/ SLEEVE & MESI	180.25	948.73
113346	4/6/2022	38800	UNDERGROUND SERVICE A	220220110	3/1/2022	FEB2022- 69 NEW TICKETS+[	123.85	123.85
113347	4/6/2022	43751	USA BLUEBOOK	895072	3/1/2022	SAFETY GLASSES	42.54	
				895176	3/1/2022	SAFETY GLASSES	238.78	
				898210	3/3/2022	DURACELL ULTRA CR2	23.60	
				898212	3/3/2022	DISPOSABLE WIPES	61.96	366.88
113348	4/6/2022	39640	VALLEY LOCK & SAFE	172574	3/17/2022	FORD HIGH SECURITY MECH	688.76	688.76
113349	4/6/2022	44966	VERIZON WIRELESS	9902456968	3/22/2022	AC571164685-00001, 2/23-3/22	45.80	45.80
113350	4/6/2022	49778	WEST COAST ARBORIST, IN	C181511	12/2/2021	PE12/2 TREE MAINT @ LLMD	2,838.00	
				181513	12/31/2021	PE12/31 TREE MAINT @ LLMI	300.00	3,138.00
113351	4/6/2022	54433	WEX ENTERPRISE EXXONM	C79734787	3/23/2022	ACC 0496-00-726338-7, 2/24-3	3,798.95	3,798.95
113352	4/6/2022	52966	WOODARD & CURRAN INC.	200223	2/4/2022	PE1/14 DWR 2021 DROUGHT	9,002.50	9,002.50
113353	4/6/2022	48971	<b>XPRESS GRAPHICS &amp; PRINT</b>	1122-46322	3/15/2022	FLYER/PROGRAM: VETERAN	94.04	
				22-46323	3/15/2022	FLYER: MARIACHI FESTIVAL	87.92	181.96
113354	4/6/2022	42100	ZUMAR INDUSTRIES INC	96028	3/11/2022	BLUE SNS- COACHELLA SPE	1,741.80	1,741.80
						Sub total for WELLS	FARGO BANK:	421,846.78

66 checks in this report.

Grand Total All Checks:

469,285.13

Date: April 6, 2022

Finance Director: Nathan Statham



## STAFF REPORT 4/13/2022

To: Honorable Mayor and City Council Members
FROM: Andrew Simmons, P.E., City Engineer
SUBJECT: Resolution No. 2022-39, a Resolution of the City Council of the City of Coachella, California, Approving Final Tract Maps No. 31978 and 31978-1

#### **STAFF RECOMMENDATION:**

Approve Resolution No. 2022-39, a Resolution of the City Council of the City of Coachella, California, Approving Final Tract Maps No. 31978 and 31978-1.

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

Final Tract Maps have been prepared by an appropriately licensed professional for Tract Map No. 31978 and 31978-1 in accordance with the approved Tentative Tract Map 31978. Tentative Map 31978 proposed to subdivide an approximately 38-acre parcel into one hundred sixty (160) single-family residential lots, with public streets and common-area lots, on 38 acres of vacant land located at the south east corner of Avenue 53 and Frederick Street (APN #765-200-005, -012, -015, -018, -019 and -024). Tract nap 31978-2 was previously approved and developed creating 50 individual residential lots. Tract maps 31978 and 31978-1 will complete the original Tract map subdividing the remaining portions of the original tract into 108 single family homes. The map is consistent with the General Plan 2020.

Final Tract Maps No. 31978 and 31978-1 are both in compliance with the conditions of approval and are in accordance with the Subdivision Map Act of the State of California. Conditions of approval include improvements to all frontage roads, including Fredrick Street, Avenue 52 and Calle Empalme, as well installation of dedicated interior streets, installation of public water and sewer mains and improvements to adjacent intersections. The developer has worked with the City Engineering department to produce approved street and utility plans for the entire tract and has agreed to enter into a Subdivision Improvement Agreement for the completion of all approved public improvements.

Staff recommends that the City Council Approve the Final Tract Map 31978 and 31978-1.

#### FISCAL IMPACT:

The approval of this Parcel Map will have no fiscal impact to the City of Coachella.

Attachments:

- 1. Resolution No 2022-39
- 2. Final Parcel Map 31978
- 3. Final Parcel Map 31978-1
- 4. Draft Subdivision Improvement Agreement

#### **RESOLUTION NO. 2022-39**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAPS NO. 31978 AND 31978-1

**WHEREAS,** Final Tract Map have been prepared by an appropriately licensed professional as Tract Map No. 31978 and 31978-1, subdividing of those certain lands identified on the approved Tentative Tract Map No. 31978; and

**WHEREAS,** as a requirement of the Subdivision Map Act of the State of California, as it existed at the time of the approval of Tentative Parcel Map No. 31978, that map complied with said requirements; and

**WHEREAS,** the City Council of the City of Coachella deems it is in the best interest of the citizens of the City of Coachella, California, that this division of land is consistent with the goals and policies of the General Plan.

**NOW, THEREFORE, BE IT RESOLVED,** that this City Council does hereby approve said Final Tract Map No. 31978 and Final Tract Map No. 31978-1, subject to entering into an approved Subdivision Improvement Agreement and posting required securities acceptable to the City within 60 days of adoption of this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 13<sup>th</sup> day of April 2022.

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. 2022-39 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of April 20202, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC Deputy City Clerk

# IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 31978

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 31978-1, ON FILE IN BOOK \_\_\_\_\_ PAGES \_\_\_\_ THROUGH \_\_\_\_, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "F", INCLUSIVE, SHOWN AS "PUBLIC STREET"(S), ALL WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THOSE EASEMENTS SHOWN AS "10' PUE", ALONG AND ADJACENT TO LOTS "A" THROUGH "F", INCLUSIVE, SHOWN AS "PUBLIC STREET"(S) WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: LOT 11, DESIGNATED (WELL SITE), IN FAVOR OF CITY OF COACHELLA FOR WELL SITE PURPOSES, WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR PUBLIC UTILITY PURPOSES OVER LOTS "G" AND "H", SHOWN AS "OPEN SPACE" WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT OVER ALL PRIVATE STREETS, OVER LOTS "G" AND "H". SHOWN AS "OPEN SPACE". AND AN ADDITIONAL (10) FEET IN WIDTH ON BOTH SIDES AND ADJACENT TO ALL PUBLIC STREETS, SHOWN ON THIS MAP, FOR THE EXCAVATION, LAYING, CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT, AND REMOVAL OF ELECTRICAL LINES, WIRES, CABLES, DUCTS, SUPPORTS, FIXTURES, FACILITIES, AND APPURTENANCES WITH THE RIGHT OF INGRESS AND EGRESS OVER AND WITHIN SAME FOR MAINTENANCE, OPERATION AND EMERGENCY VEHICLES.

WE HEREBY RETAIN FOR STORM DRAIN PURPOSES, AN EASEMENT OVER LOTS "A" THROUGH "H", INCLUSIVE, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN FOR OPEN SPACE, LANDSCAPE PURPOSES AND STORM DRAIN PURPOSES, LOTS "G" AND "H". INCLUSIVE. FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

## COACHELLA INVESTMENTS, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

BY: PARAGON MANAGEMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ITS: MANAGER

RY

ROBERTO JINICH ITS: MANAGER

## TRUSTEE STATEMENT

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, TRUSTEE PER DEED OF TRUST RECORDED MARCH 31, 2021, AS DOCUMENT NO. 2021-0201688, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BY:

NAME: DARREN WARREN TITLE: DIVISION VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

BY: NAME: SOHAIL BOKHARI TITLE: DIVISION DIRECTOR OF LAND PLANNING AND ENTITLEMENT

# **MSA** Consulting, Inc.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOME COMPANY, LLC, IN APRIL OF 2021.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. IF ANY.

DATED: \_\_\_\_\_

LUKE R. BEVERLY

## CITY ENGINEER'S STATEMENT

I, ANDREW R. SIMMONS, CITY ENGINEER OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, STATE THAT I HAVE EXAMINED THE WITHIN MAP AND FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

ANDREW R. SIMMONS CITY ENGINEER

DATED:

## CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

RONALD	Α.	MUSSER,	P.L
ACTING	CITY	SURVEYOR	

DATED:

## SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PROJECT NO. 12946.001, WAS PREPARED BY LEIGHTON AND ASSOCIATES, INC. DATED NOVEMBER 25, 2020, AND IS ON FILE WITH THE CITY OF COACHELLA, ENGINEERING DEPARTMENT.

## NOTARY'S ACKNOWLEDGMENT & SIGNATURE OMISSIONS

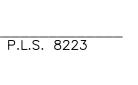
SEE SHEET 2

I.I.D. ACCEPTANCE

SEE SHEET 2

SHEET 1 OF 7 SHEETS

JANUARY - 2022





R.C.E. C72868



.S. 4230



## **RECORDER'S STATEMENT**

FILED THIS AT MAPS AT PAGES THE CITY CLERK OF		, 20, OF, EREQUEST_OF CHELLA.	
NO			
FEE Peter aldana, assi	ESSOR-COUNTY CL		
BY:		DEPUTY	

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE. WHICH ARE ESTIMATED TO BE \$

DATED: \_\_\_\_\_,20\_\_\_\_

MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: , DEPUTY

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: \_\_\_\_\_,20\_\_\_\_

CASH OR SURETY TAX BOND MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: , DEPUTY

## CITY CLERK'S STATEMENT

I, ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY COACHELLA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE DAY OF

20 , DULY APPROVED THE WITHIN MAP OF TRACT MAP NO. 31978, AND ACCEPTS ON BEHALF OF THE PUBLIC, LOTS "A" THROUGH "H", INCLUSIVE (PUBLIC STREETS), IN FEE, FOR STREET AND PUBLIC UTILITY PURPOSES; THE EASEMENTS SHOWN AS "10' PUE", ALONG AND ADJACENT TO LOTS "C" THROUGH "H". INCLUSIVE. OFFERED FOR PUBLIC UTILITY PURPOSES: THE EASEMENTS OVER LOTS "G" AND "H", OFFERED FOR PUBLIC UTILITY PURPOSES; LOT 11, DESIGNATED (WELL SITE), IN FEE TITLE; ALL AS DEDICATED AND SHOWN WITHIN THIS MAP, ARE HEREBY ACCEPTED.

DATED:

ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY OF COACHELLA, CALIFORNIA



BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 31978-1, ON FILE IN BOOK \_\_\_\_\_ PAGES \_\_\_\_ THROUGH \_\_\_\_, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

**(III)** MSA CONSULTING, INC.

## NOTARY'S ACKNOWLEDGMENT

	ETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY NT TO WHICH THIS CERTIFICATE IS ATTACHED, AND
STATE OF CALIFORNIA ) SS	
COUNTY OF)	
ON, BEFORE ME	A NOTARY PUBLIC,
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN IN HE/SHE/THEY EXECUTED THE SAME IN HIS/HEP	R/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY IENT THE PERSON(S), OR THE ENTITY UPON BEHALF
I CERTIFY UNDER PENALTY OF PERJURY UNDER FOREGOING PARAGRAPH IS TRUE AND CORRECT.	THE LAWS OF THE STATE OF CALIFORNIA THAT THE
MY COMMISSION EXPIRES	MY PRINCIPAL PLACE OF BUSINESS
WITNESS MY HAND AND OFFICIAL SEAL.	IS COUNTY.
SIGNATURE OF NOTARY PUBLIC	NOTARY COMMISSION NO.
NOTARY'S ACKNOWLEDGMENT	
	ETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY INT TO WHICH THIS CERTIFICATE IS ATTACHED, AND DITY OF THAT DOCUMENT.
STATE OF CALIFORNIA ) SS	
COUNTY OF)	
ON, BEFORE ME	A NOTARY PUBLIC,
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN IN HE/SHE/THEY EXECUTED THE SAME IN HIS/HEF HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUM OF WHICH THE PERSON(S) ACTED, EXECUTED T I CERTIFY UNDER PENALTY OF PERJURY UNDER	R/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY IENT THE PERSON(S), OR THE ENTITY UPON BEHALF HE INSTRUMENT.
FOREGOING PARAGRAPH IS TRUE AND CORRECT.	

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

GRACE B. PETTY AND CLARENCE M. PETTY, HOLDERS OF AN EASEMENT FOR UNDERGROUND PIPE LINE AND INCIDENTAL PURPOSES, RECORDED OCTOBER 21, 1925, IN BOOK 652 OF DEEDS, PAGE 409, OF OFFICIAL RECORDS.

THE UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR WATER PIPE LINE AND INCIDENTAL PURPOSES, RECORDED OCTOBER 31, 1949, IN BOOK 1119, PAGE 376, OF OFFICIAL RECORDS.

COACHELLA VALLEY COUNTY WATER DISTRICT. HOLDER OF RIGHTS, FOR PIPE LINES AND INCIDENTAL PURPOSES, PER INSTRUMENT RECORDED DECEMBER 09, 1957, AS INSTRUMENT NO. 87000, AS SHOWN IN BOOK 2189, PAGE 298, AND PER INSTRUMENT RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451598, AND PER INSTRUMENT RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451600, ALL OF OFFICIAL RECORDS.

FRONTIER COMMUNICATIONS, SUCCESSOR TO CALIFORNIA WATER AND TELEPHONE COMPANY, HOLDER OF RIGHTS, FOR EITHER OF BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, PER INSTRUMENT RECORDED DECEMBER 05, 1963 AS INSTRUMENT NO. 128096, OF OFFICIAL RECORDS.

SPECTRUM, SUCCESSOR TO TIME WARNER ENTERTAINMENT, HOLDER OF RIGHTS, FOR TELEVISION AND BROADBAND COMMUNICATIONS SERVICES AND INCIDENTAL PURPOSES, PER INSTRUMENT RECORDED MAY 03, 2007, AS INSTRUMENT NO. 2007-298456, OF OFFICIAL RECORDS.

## EASEMENT NOTES

- PAGE 376. OF OFFICIAL RECORDS.
- PAGE 298, OF OFFICIAL RECORDS.
- OFFICIAL RECORDS.
- (BLANKET IN NATURE)

SIGNATURE OF NOTARY PUBLIC

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES

NOTARY COMMISSION NO.

IS

MY PRINCIPAL PLACE OF BUSINESS

COUNTY.

(PRINT NAME)

# IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 31978

**JANUARY - 2022** 

## SIGNATURE OMISSIONS

1. AN EASEMENT FOR UNDERGROUND PIPE LINE AND INCIDENTAL PURPOSES. IN FAVOR OF GRACE B. PETTY AND CLARENCE M. PETTY, RECORDED OCTOBER 21, 1925 IN BOOK 652 OF DEEDS, PAGE 409, OF OFFICIAL RECORDS. (UNABLE TO LOCATE FROM THE RECORDS.)

2 AN EASEMENT FOR WATER PIPE LINE AND INCIDENTAL PURPOSES, IN FAVOR OF THE UNITED STATES OF AMERICA, PER INSTRUMENT RECORDED OCTOBER 31, 1949 IN BOOK 1119,

 $\boxed{3}$  an easement for water pipeline and incidental purposes, in favor of coachella VALLEY WATER DISTRICT, RECORDED DECEMBER 9, 1957 AS INSTRUMENT NO. 87000, IN BOOK 2189

4 AN EASEMENT FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF FRONTIER COMMUNICATIONS, SUCCESSOR TO CALIFORNIA WATER AND TELEPHONE COMPANY, RECORDED DECEMBER 5, 1963, AS INSTRUMENT NO. 128096, OF OFFICIAL RECORDS.

 $\sqrt{5}$  an easement for underground pipeline and incidental services. In favor of coachella VALLEY WATER DISTRICT, RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451598, OF

6 AN EASEMENT FOR PIPELINES AND NECESSARY DEVICES AND APPURTENANCES AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT PER INSTRUMENT RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451600, OF OFFICIAL RECORDS.

7. AN EASEMENT FOR TELEVISION AND BROADBAND COMMUNICATIONS SERVICES AND INCIDENTAL PURPOSES, IN FAVOR OF SPECTRUM, SUCCESSOR TO TIME WARNER ENTERTAINMENT, RECORDED MAY 03, 2007, AS INSTRUMENT NO. 2007-298456, OF OFFICIAL RECORDS.

## CERTIFICATE OF ACCEPTANCE

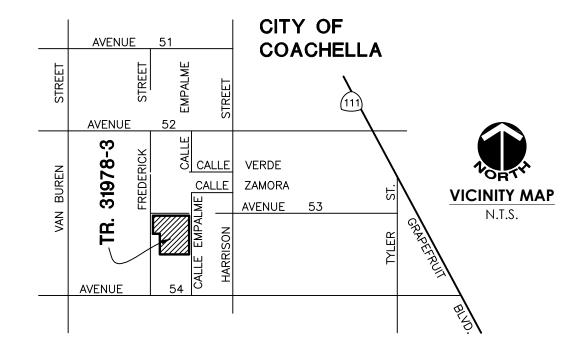
GOV. CODE SEC. 27281

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE BOARD OF DIRECTORS OF THE IMPERIAL IRRIGATION DISTRICT. PER RESOLUTION NO. 15-90. DATED MARCH 22, 1990, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSORS OR ASSIGNS, THE DEDICATION OF EASEMENTS FOR ELECTRICAL POWER FACILITIES AS OFFERED HEREIN.

DATED:

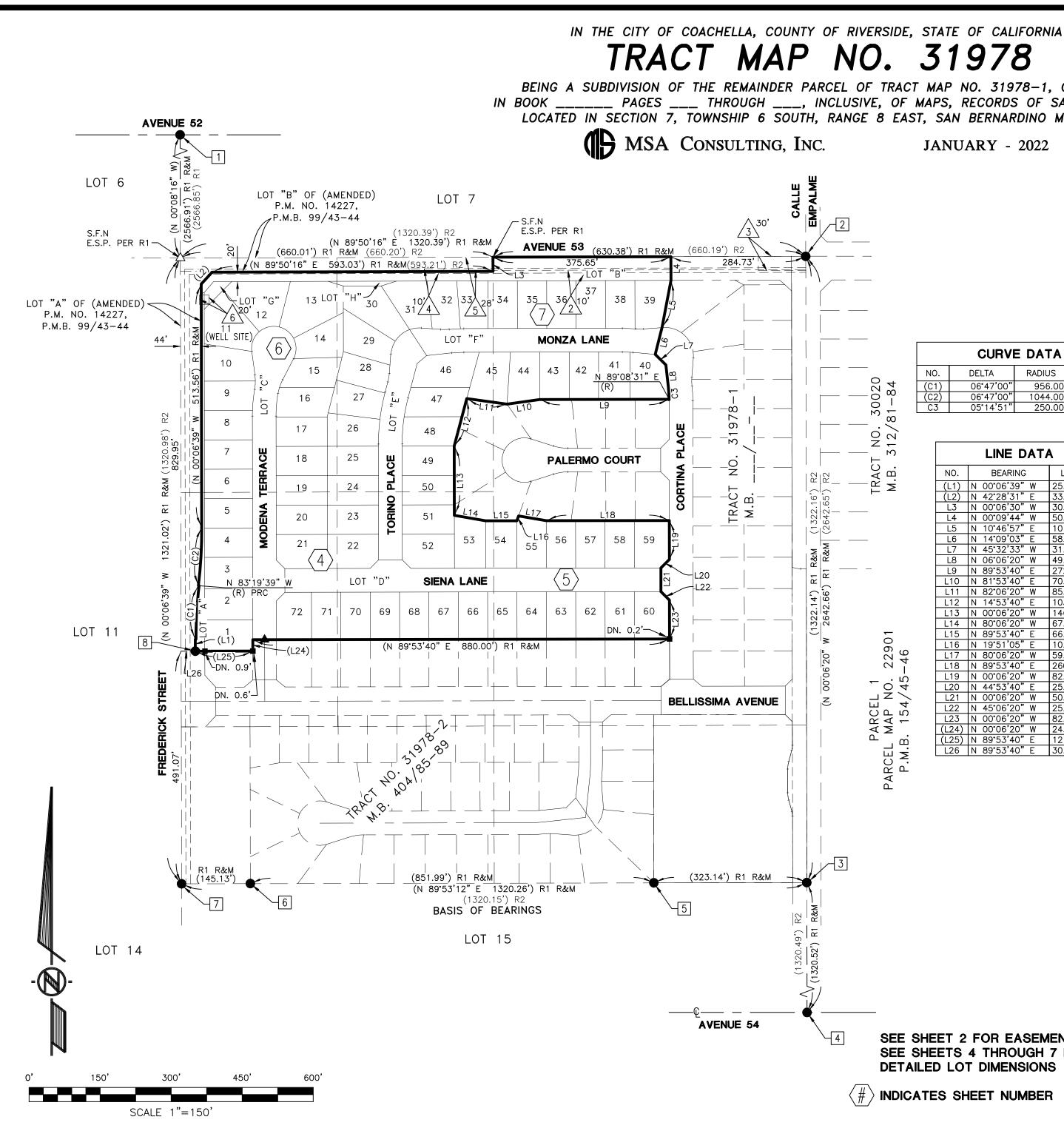
BY:

LAURA J. CERVANTES SUPERVISOR, REAL ESTATE IMPERIAL IRRIGATION DISTRICT



## SHEET 2 OF 7 SHEETS





BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 31978-1, ON FILE \_\_\_ PAGES \_\_\_\_ THROUGH \_\_\_\_, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

<u>~</u>~ ≻

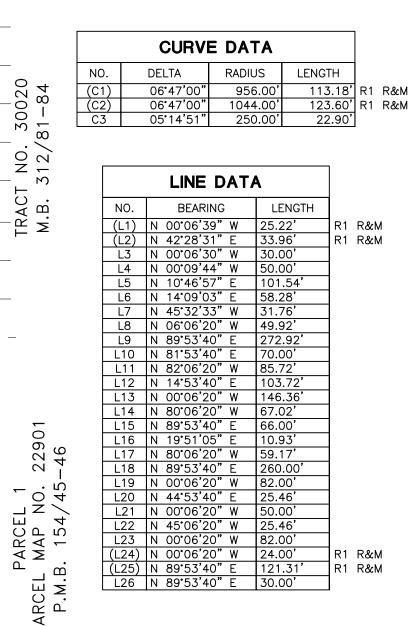
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**JANUARY - 2022** 



## SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS MAP IS THE SOUTH TRACT BOUNDARY LINE OF TRACT MAP 31978-2, RECORDED IN MAP BOOK NO. 404 PAGES 85 THROUGH 89, INCLUSIVE, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN. TAKEN AS: N 89\*53'12" E

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 1 1/2" COPPERWELD FLUSH, STAMPED "RCE 14614" PER TRACT MAP NO. 31978-2, M.B. 404/85-89, CORRECTED BY CERTIFICATE OF CORRECTION PER DOCUMENT NO. 2012-0259582, REC. 06/06/2012, O.R.
- INDICATES FOUND 1" I.P. W/PP, STAMPED "RCE 14614", PER TRACT MAP NO. 31978-2, M.B. 404/85-89, CORRECTED BY CERTIFICATE OF CORRECTION PER DOCUMENT NO. 2012-0259582, REC. 06/06/2012, O.R.
- INDICATES SET 1-1/4" BRASS DISK STAMPED "PLS 8223",  $\triangle$ FLUSH, IN A.C. PAV'T (RIV. CO. STD. TYPE "B" MON.), UNLESS NOTED OTHERWISE
- (-)INDICATES RECORD DATA
- INDICATES RECORD DATA PER TRACT MAP NO. 31978-2, M.B. 404/85-89 R1
- INDICATES RECORD DATA PER AMENDED PARCEL MAP NO. 14227, P.M.B. 99/43-44 R2
- R&M INDICATES RECORD AND MEASURED
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY R/W
- (R) INDICATES RADIAL BEARING
- INDICATES PUBLIC UTILITY EASEMENT DEDICATED HEREON FOR PUE PUBLIC UTILITY PURPOSES
- S.F.N. INDICATES SEARCHED FOUND NOTHING
- E.S.P. INDICATES ESTABLISHED BY SINGLE PROPORTION

SET NAIL AND TAG IN CURB ON THE PROLONGATION OF ALL SIDE LINES, STAMPED "PLS 8223", IN LIEU OF THE FRONT LOT CORNERS.

SET 1" I.P. WITH METAL TAG STAMPED "PLS 8223", SET NAIL AND TAG IN CONC. FOOTING STAMPED "PLS 8223" OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "PLS 8223", AS APPROPRIATE, AT REAR LOT CORNERS, B.C.'S, E.C.'S AND ANGLE POINTS, UNLESS OTHERWISE NOTED.

TOTAL GROSS AREA = 15.270 ACRES RESIDENTIAL/NUMBERED LOTS = 72 LOTS LETTERED PUBLIC STREET LOTS = 6 LOTS OPEN SPACE LOTS = 2 LOTS

## MONUMENT NOTES

- 1 FOUND 1 1/2" COPPERWELD, STAMPED "RCE" 23551", DN. 0.2', ACCEPTED AS THE NORTHWEST CORNER OF LOT 7, PER P.M. 27800, P.M.B. 182/46-48 AND R1.
- [2] FOUND 1" I.P., WITH PLASTIC PLUG ILLEGIBLE, FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF LOT 10 PER T.M. NO. 30020, M.B. 312/81-84 AND R1.
- 3 FOUND 1" I.P. WITH PLASTIC PLUG, STAMPED "LS 8207", FLUSH, ACCEPTED AS THE SOUTHEAST CORNER OF LOT 10 PER P.M. NO. 22901, P.M.B. 154/45-46 AND PER R1.
- 4 FOUND 1 1/2" COPPERWELD, STAMPED "LS 8207", FLUSH, ACCEPTED AS THE SOUTHEAST CORNER OF LOT 15 PER P.M. NO. 22901. P.M.B. 154/45-46 AND PER R1.
- 5 FOUND NAIL AND TAG, STAMPED "RCE 14614", IN TOP OF WALL, ACCEPTED AS A POINT ON THE TRACT BOUNDARY OF R1, PER R1.
- 6 FOUND NAIL AND TAG, STAMPED "RCE 14614", IN TOP OF FOOTING, ACCEPTED AS A POINT ON THE TRACT BOUNDARY OF R1, PER R1.
- 7 FOUND 1" I.P. NO ID, OPEN, DN. 2.1', ACCEPTED AS THE NORTHEAST CORNER OF LOT 14 PER P.M. 27800, P.M.B. 182/46-48 AND PER R1.
- 8 FOUND NAIL AND TAG, STAMPED "RCE 14614", FLUSH, IN AC, ACCEPTED AS THE NORTHWEST CORNER OF LOT "E" PER R1.

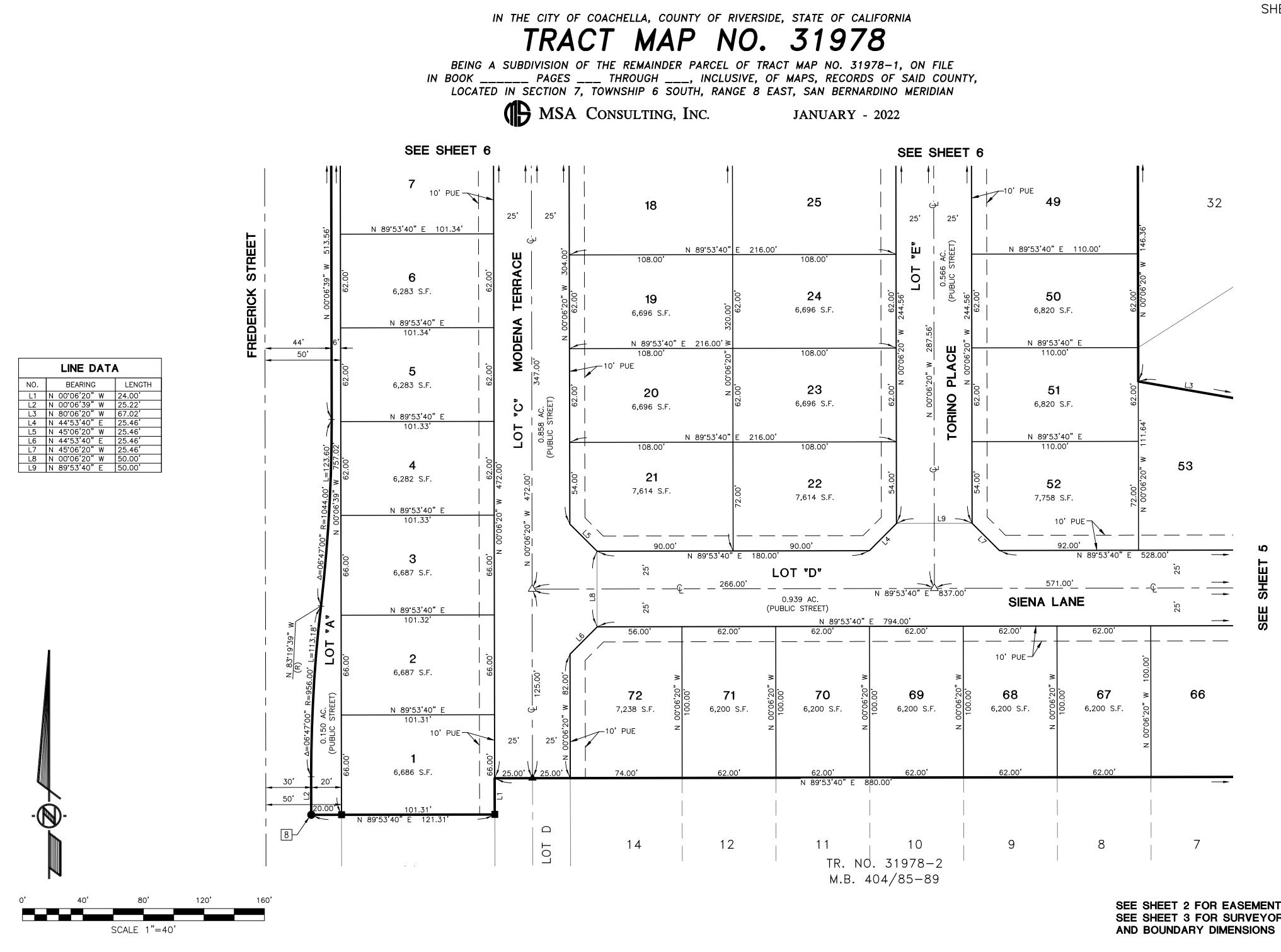
## SEE SHEET 2 FOR EASEMENT NOTES SEE SHEETS 4 THROUGH 7 FOR DETAILED LOT DIMENSIONS

**INDICATES SHEET NUMBER** 

J.N. 2662

## SHEET 3 OF 7 SHEETS



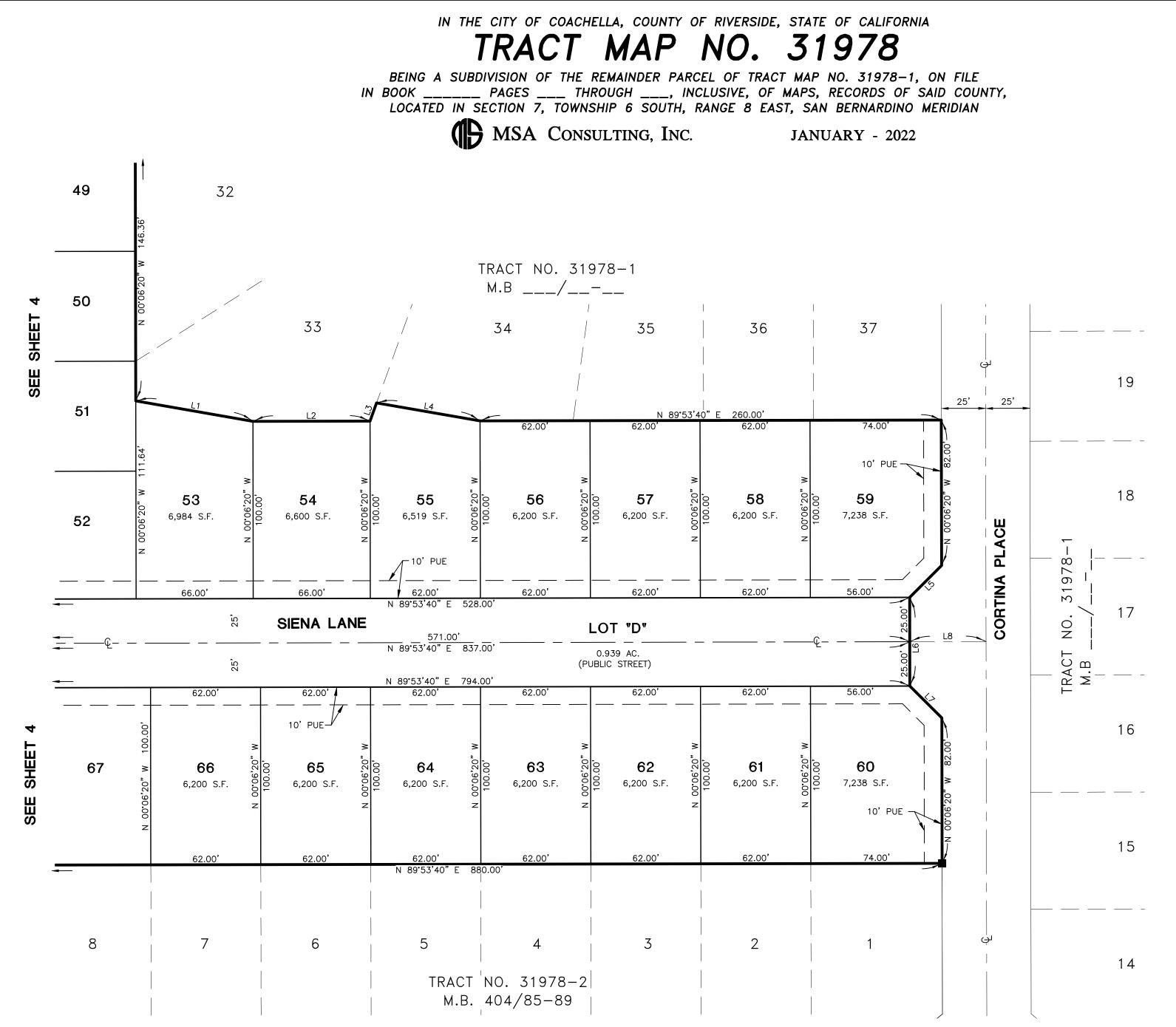


## SHEET 4 OF 7 SHEETS

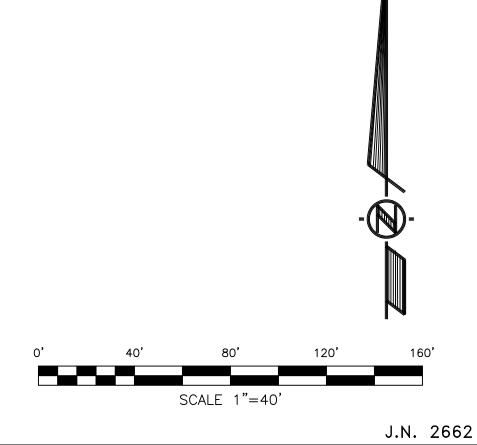
SEE SHEET 2 FOR EASEMENT NOTES SEE SHEET 3 FOR SURVEYOR'S NOTES,

J.N. 2662



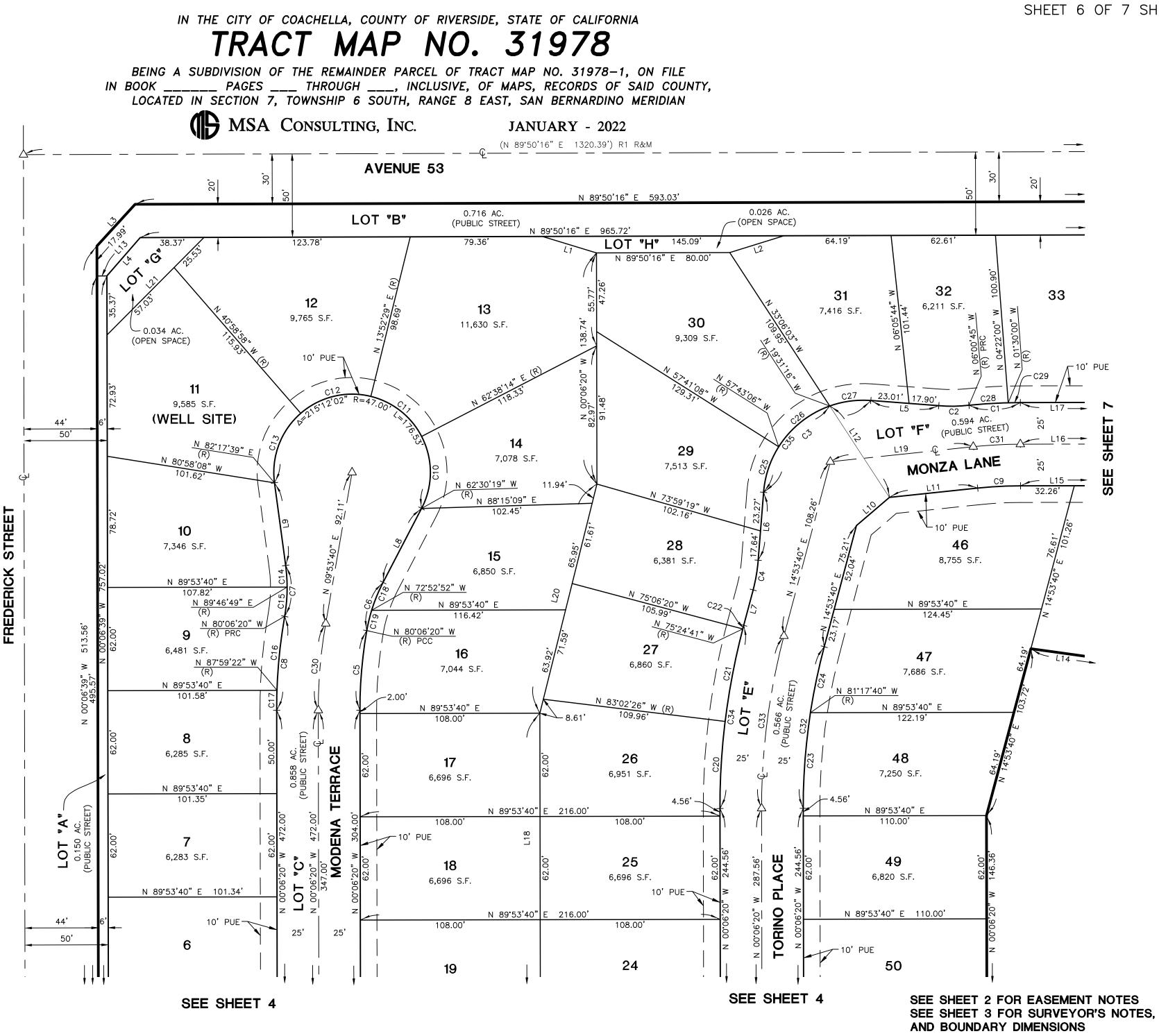


	LINE DATA			
NO.	BEARING	LENGTH		
L1	N 80°06'20"W	67.02'		
L2	N 89'53'40" E	66.00'		
L3	N 19'51'05"E	10.93'		
L4	N 80°06'20"W	59.17 <b>'</b>		
L5	N 44°53'40" E	25.46'		
L6	N 00°06'20"W	50.00'		
L7	N 45°06'20"W	25.46'		
L8	N 89°53'40"E	43.00'		

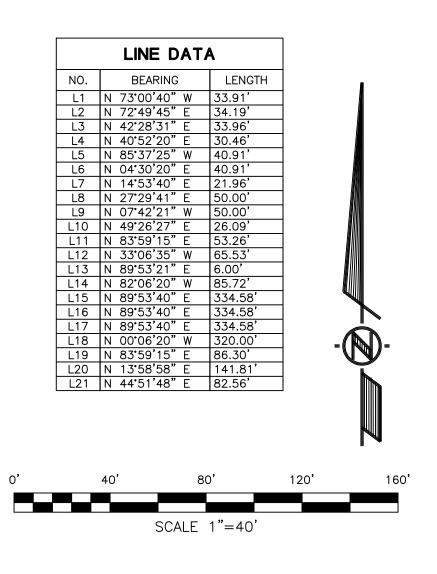


SEE SHEET 2 FOR EASEMENT NOTES SEE SHEET 3 FOR SURVEYOR'S NOTES, AND BOUNDARY DIMENSIONS



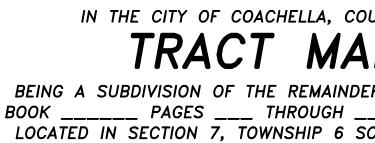


CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	05•54'25"	300.00'	30.93'
C2	10.22,20"	100.00'	18.13'
C3	89*52'15"	60.00'	94.11'
C4	10.23.20	100.00'	18.13'
C5	10°00'00"	275.00'	48.00'
C6	17•36'01"	100.00'	30.72'
C7	17•36'01"	100.00'	30.72'
C8	10'00'00"	325.00'	56.72'
C9	05•54'25"	250.00'	25.77 <b>'</b>
C10	54 <b>°</b> 51'27"	47.00'	45.00'
C11	48*45'45"	47.00'	40.00'
C12	54*51'27" 56*43'23" 07*29'10"	47.00'	45.00'
C13	56•43'23"	47.00'	46.53'
C14	07•29'10"	100.00'	13.07'
C15	10°06′51″	100.00'	17.65'
C16	07•53'02"	325.00'	44.72'
C17	02*06'58"	325.00'	12.00'
C18	10°22'33"	100.00'	18.11'
C19	07•13'28"	100.00'	12.61'
C20	07•03'54"	425.00'	52.41'
C21	07•37'45"	425.00'	56.59'
C22	00°18'21"	425.00'	2.27'
C23	08•48'40"	375.00'	57.67'
C24	06°11'20" 27°46'34" 38°11'50" 23°53'51"	375.00'	40.51'
C25 C26	27•46'34"	60.00'	29.09'
C26	38•11'50"	60.00'	40.00'
C27	23*53'51"	60.00'	25.03'
C28	04 <b>°</b> 30'45"	300.00'	23.63'
C29	01°23'40"	300.00'	7.30'
C30	10'00'00"	300.00'	52.36'
C31	05•54'25"	275.00'	28.35'
C32	15'00'00"	375.00'	98.17'
C33	15'00'00"	400.00'	104.72'
C34	15*00'00"	425.00'	111.26'
C35	65 <b>•</b> 58'24"	60.00'	69.09'

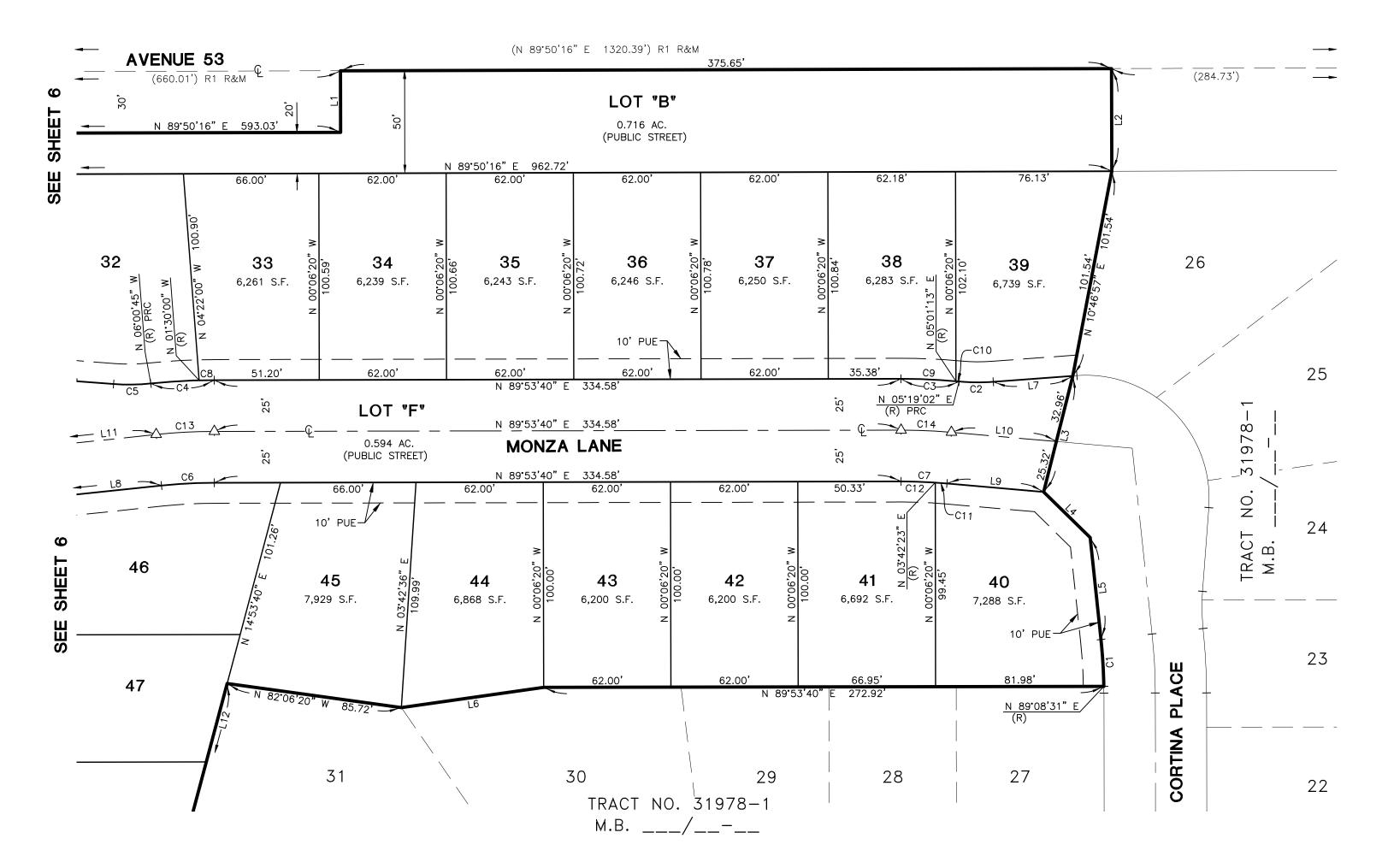


## SHEET 6 OF 7 SHEETS



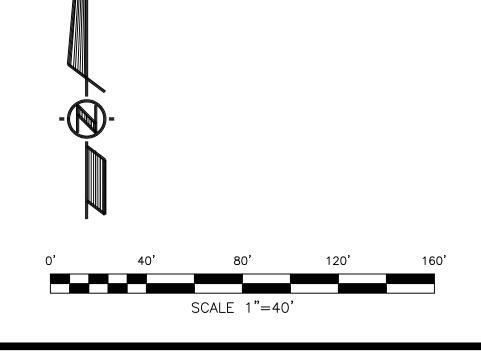






CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	05°14'51"	250.00'	22.90'
C2	09*32'57"	100.00'	16.67'
C3	05*25'22"	300.00'	28.39'
C4	05•54'25"	300.00'	30.93'
C5	10°23'20"	100.00'	18.13'
C6	05 <b>°</b> 54'25"	250.00'	25.77'
C7	05•07'33"	250.00'	22.37'
C8	01°23'40"	300.00'	7.30'
C9	05•07'33"	300.00'	26.84'
C10	00•17'49"	300.00'	1.55'
C11	01•18'50"	250.00'	5.73 <b>'</b>
C12	03•48'43"	250.00'	16.63'
C13	05•54'25"	275.00'	28.35'
C14	05•07'33"	275.00'	24.60'

LINE DATA			
NO.	BEARING	LENGTH	
L1	N 00°06'30" W	30.00'	
L2	N 00°09'44" W	50.00'	
L3	N 14°09'03" E	58.28'	
L4	N 45'32'33" W	31.76'	
L5	N 06°06'20" W	49.92'	
L6	N 81°53'40" E	70.00'	
L7	N 85°46'05" E	38.86'	
L8	N 83°59'15" E	53.26'	
L9	N 84°58'47" W	47.26'	
L10	N 84°58'47"W	51.27'	
L11	N 83°59'15" E	86.30'	
L12	N 14°53'40" E	103.72'	



SHEET 7 OF 7 SHEETS

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 31978

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 31978-1, ON FILE IN BOOK \_\_\_\_\_ PAGES \_\_\_\_ THROUGH \_\_\_\_, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

**JANUARY - 2022** 

SEE SHEET 2 FOR EASEMENT NOTES SEE SHEET 3 FOR SURVEYOR'S NOTES, AND BOUNDARY DIMENSIONS

J.N. 2662



## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON: THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "E", INCLUSIVE, SHOWN AS "PUBLIC STREET"(S). ALL WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THOSE EASEMENTS SHOWN AS "10' PUE", ALONG AND ADJACENT TO LOTS "A" THROUGH "E", INCLUSIVE, SHOWN AS "PUBLIC STREET"(S) WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR PUBLIC UTILITY PURPOSES OVER LOTS "F" AND "G", SHOWN AS "OPEN SPACE" WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT OVER ALL PRIVATE STREETS, OVER LOTS "F" AND "G". SHOWN AS "OPEN SPACE". AND AN ADDITIONAL (10) FEET IN WIDTH ON BOTH SIDES AND ADJACENT TO ALL PUBLIC STREETS. SHOWN ON THIS MAP. FOR THE EXCAVATION. LAYING. CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT, AND REMOVAL OF ELECTRICAL LINES, WIRES, CABLES, DUCTS, SUPPORTS, FIXTURES, FACILITIES, AND APPURTENANCES WITH THE RIGHT OF INGRESS AND EGRESS OVER AND WITHIN SAME FOR MAINTENANCE. OPERATION AND EMERGENCY VEHICLES.

WE HEREBY RETAIN FOR STORM DRAIN PURPOSES, AN EASEMENT OVER LOTS "A" THROUGH "G", INCLUSIVE, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN FOR OPEN SPACE, LANDSCAPE PURPOSES AND STORM DRAIN PURPOSES, LOTS "F" AND "G", INCLUSIVE, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

## COACHELLA INVESTMENTS, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

BY: PARAGON MANAGEMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ITS: MANAGER

ROBERTO JINICH ITS: MANAGER

THE CITY OF COACHELLA, CALIFORNIA

BY:	
PRIN	T

NAME: TITLE:

## TRUSTEE STATEMENT

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, TRUSTEE PER DEED OF TRUST RECORDED MARCH 31, 2021, AS DOCUMENT NO. 2021-0201688, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BY: NAME: DARREN WARREN TITLE: DIVISION VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

BY: NAME: SOHAIL BOKHARI TITLE: DIVISION DIRECTOR OF LAND PLANNING AND ENTITLEMENT

# IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 31978-1

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 31978-2, ON FILE IN BOOK 404, AT PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN



## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOME COMPANY, LLC, IN JANUARY OF 2022.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP: AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: \_\_\_\_\_

LUKE R. BEVERLY

## CITY ENGINEER'S STATEMENT

P.L.S. 8223

I, ANDREW R. SIMMONS, CITY ENGINEER OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, STATE THAT I HAVE EXAMINED THE WITHIN MAP AND FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION: THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

R.C.E. C72868 ANDREW R. SIMMONS CITY ENGINEER

DATED:

## CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

RONALD A. MUSSER. P.L.S. 4230 ACTING CITY SURVEYOR

DATED: \_\_\_\_\_

## SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT. PROJECT NO. 12946.001, WAS PREPARED BY LEIGHTON AND ASSOCIATES, INC. DATED NOVEMBER 25, 2020, AND IS ON FILE WITH THE CITY OF COACHELLA, ENGINEERING DEPARTMENT.

## NOTARY'S ACKNOWLEDGMENT & SIGNATURE OMISSIONS

SEE SHEET 2

## I.I.D. ACCEPTANCE

SEE SHEET 2

JANUARY - 2022







RECORDER'S STATEMENT

 FILED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

 AT \_\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_

 MAPS AT PAGES \_\_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_\_

 THE CITY CLERK OF THE CITY OF COACHELLA.

SHEET 1 OF 6 SHEETS

NO. \_\_\_\_\_

PETER ALDANA. ASSESSOR-COUNTY CLERK-RECORDER

BY: DEPUTY

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$

DATED: \_\_\_\_\_,20\_\_\_\_

MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: , DEPUTY

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: \_\_\_\_\_,20\_\_\_\_

CASH OR SURETY TAX BOND MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

## CITY CLERK'S STATEMENT

I, ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY COACHELLA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE DAY OF , DULY APPROVED THE WITHIN MAP OF TRACT MAP NO. 31978-1, AND ACCEPTS ON BEHALF OF THE PUBLIC, LOTS "A" THROUGH "G", INCLUSIVE (PUBLIC STREETS), IN FEE, FOR STREET AND PUBLIC UTILITY PURPOSES; THE EASEMENTS SHOWN AS "10' PUE", ALONG AND ADJACENT TO LOTS "A" THROUGH "G". INCLUSIVE, OFFERED FOR PUBLIC UTILITY PURPOSES: AND THE EASEMENTS OVER LOTS "H" THROUGH "K", INCLUSIVE, OFFERED FOR PUBLIC UTILITY

PURPOSES, ALL AS DEDICATED AND SHOWN WITHIN THIS MAP. WE HEREBY ABANDON PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THAT

CERTAIN RIGHT-OF-WAY/EASEMENT, RECORDED FEBRUARY 19, 2002, AS DOCUMENT NO. 2002-085556, OFFICIAL RECORDS AS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE BOUNDARY OF THIS MAP, AND NOT SHOWN HEREIN.

DATED:

ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY OF COACHELLA, CALIFORNIA

## ABANDONMENT NOTE

PURSUANT TO SECTION 66445(G) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT, WITHIN THE BOUNDARY OF THIS MAP, OF THAT CERTAIN RIGHT-OF-WAY/EASEMENT GRANTED TO THE CITY OF COACHELLA, RECORDED FEBRUARY 19, 2002, AS DOCUMENT NO. 2002-085556, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THOSE EASEMENTS BEING ABANDONED ARE NOT SHOWN ON THIS MAP.



# IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 31978-1

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 31978-2. ON FILE IN BOOK 404, AT PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

**MSA** CONSULTING, INC.

# NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY O	O WHICH THIS CERTIFICATE IS A	
STATE OF CALIFORNIA ) SS		
COUNTY OF)		
ON, BEFORE ME	A	NOTARY PUBLIC,
PERSONALLY APPEARED	MENT AND ACKNOWLEDGED TO TR AUTHORIZED CAPACITY(IES), THE PERSON(S), OR THE ENTITY	ME THAT AND THAT BY
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.	LAWS OF THE STATE OF CALIF	ORNIA THAT THE
MY COMMISSION EXPIRES WITNESS MY HAND AND OFFICIAL SEAL.	MY PRINCIPAL PLACE OF	BUSINESS
WITNESS MT HAND AND OFFICIAL SEAL.	IS	COUNTY.
SIGNATURE OF NOTARY PUBLIC	NOTARY COMMISSION N	10.
NOTARY'S ACKNOWLEDGMENT A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY (	O WHICH THIS CERTIFICATE IS A	
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY ( STATE OF CALIFORNIA )	O WHICH THIS CERTIFICATE IS A	
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY (	O WHICH THIS CERTIFICATE IS A	
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY ( STATE OF CALIFORNIA ) SS	D WHICH THIS CERTIFICATE IS A DF THAT DOCUMENT.	ATTACHED, AND
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF STATE OF CALIFORNIA ) SS COUNTY OF) ON, BEFORE ME ON, BEFORE ME PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTOR NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRU HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THE HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT TO OF WHICH THE PERSON(S) ACTED, EXECUTED THE IN	A WHICH THIS CERTIFICATE IS A DF THAT DOCUMENT. A RY EVIDENCE TO BE THE PERSON MENT AND ACKNOWLEDGED TO THE AUTHORIZED CAPACITY(IES), THE PERSON(S), OR THE ENTITY ISTRUMENT.	NOTARY PUBLIC, NOTARY PUBLIC, N(S) WHOSE ME THAT AND THAT BY Y UPON BEHALF
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY O STATE OF CALIFORNIA ) SS COUNTY OF	A WHICH THIS CERTIFICATE IS A DF THAT DOCUMENT. A RY EVIDENCE TO BE THE PERSON MENT AND ACKNOWLEDGED TO THE AUTHORIZED CAPACITY(IES), THE PERSON(S), OR THE ENTITY ISTRUMENT.	NOTARY PUBLIC, NOTARY PUBLIC, N(S) WHOSE ME THAT AND THAT BY Y UPON BEHALF
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF STATE OF CALIFORNIA ) SS COUNTY OF) ON, BEFORE ME) ON, BEFORE ME) ON, BEFORE ME] PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTOF NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRU HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THE HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT TO F WHICH THE PERSON(S) ACTED, EXECUTED THE IN I CERTIFY UNDER PENALTY OF PERJURY UNDER THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. MY COMMISSION EXPIRES .	A A A A A A A A A A A A A A	NOTARY PUBLIC, NOTARY PUBLIC, NON(S) WHOSE ME THAT AND THAT BY Y UPON BEHALF ORNIA THAT THE BUSINESS
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF STATE OF CALIFORNIA ) SS COUNTY OF) ON, BEFORE ME) ON, BEFORE ME) ON, BEFORE ME) ON, BEFORE ME) PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTOF NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRU HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THE HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT TO OF WHICH THE PERSON(S) ACTED, EXECUTED THE IN I CERTIFY UNDER PENALTY OF PERJURY UNDER THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.	O WHICH THIS CERTIFICATE IS A OF THAT DOCUMENT. A RY EVIDENCE TO BE THE PERSO MENT AND ACKNOWLEDGED TO IN AUTHORIZED CAPACITY(IES), THE PERSON(S), OR THE ENTITY ISTRUMENT. LAWS OF THE STATE OF CALIF	NOTARY PUBLIC, NOTARY PUBLIC, NON(S) WHOSE ME THAT AND THAT BY Y UPON BEHALF ORNIA THAT THE BUSINESS

## NOTARY'S ACKNOWLEDGMENT

OF THE INDIVIDUAL WHO		S CERTIFICATE VERIFIES ONLY THE IDENTIT IICH THIS CERTIFICATE IS ATTACHED, AND HAT DOCUMENT.
STATE OF CALIFORNIA	) SS	
COUNTY OF		
ON	, BEFORE ME	A NOTARY PUBLIC
NAME(S) IS/ARE SUBSCRIE HE/SHE/THEY EXECUTED HIS/HER/THEIR SIGNATURE	BED TO THE WITHIN INSTRUMENT THE SAME IN HIS/HER/THEIR AI	/IDENCE TO BE THE PERSON(S) WHOSE T AND ACKNOWLEDGED TO ME THAT UTHORIZED CAPACITY(IES), AND THAT BY PERSON(S), OR THE ENTITY UPON BEHALF JMENT.
I CERTIFY UNDER PENALTY FOREGOING PARAGRAPH IS		S OF THE STATE OF CALIFORNIA THAT TH

MY COMMISSION EXPIRES WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY PUBLIC

(PRINT NAME)

# SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

GRACE B. PETTY AND CLARENCE M. PETTY. HOLDERS OF AN EASEMENT FOR UNDERGROUND PIPE LINE AND INCIDENTAL PURPOSES, RECORDED OCTOBER 21, 1925, IN BOOK 652 OF DEEDS, PAGE 409, OF OFFICIAL RECORDS.

THE UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR WATER PIPE LINE AND INCIDENTAL PURPOSES, RECORDED OCTOBER 31, 1949, IN BOOK 1119, PAGE 376, OF OFFICIAL RECORDS.

COACHELLA VALLEY COUNTY WATER DISTRICT, HOLDER OF RIGHTS, FOR PIPE LINES AND INCIDENTAL PURPOSES, PER INSTRUMENT RECORDED DECEMBER 09, 1957, AS INSTRUMENT NO. 87000, AS SHOWN IN BOOK 2189, PAGE 298, AND PER INSTRUMENT RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451598, AND PER INSTRUMENT RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451600, ALL OF OFFICIAL RECORDS.

FRONTIER COMMUNICATIONS, SUCCESSOR TO CALIFORNIA WATER AND TELEPHONE COMPANY, HOLDER OF RIGHTS, FOR EITHER OF BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, PER INSTRUMENT RECORDED DECEMBER 05, 1963 AS INSTRUMENT NO. 128096, OF OFFICIAL RECORDS.

SPECTRUM. SUCCESSOR TO TIME WARNER ENTERTAINMENT. HOLDER OF RIGHTS. FOR TELEVISION AND BROADBAND COMMUNICATIONS SERVICES AND INCIDENTAL PURPOSES, PER INSTRUMENT RECORDED MAY 03, 2007, AS INSTRUMENT NO. 2007-298456, OF OFFICIAL RECORDS.

(PRINT NAME)

# SHEET 2 OF 6 SHEETS

**JANUARY - 2022** 

- - MY PRINCIPAL PLACE OF BUSINESS
  - COUNTY.

NOTARY COMMISSION NO.

## CERTIFICATE OF ACCEPTANCE

GOV. CODE SEC. 27281

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE BOARD OF DIRECTORS OF THE IMPERIAL IRRIGATION DISTRICT, PER RESOLUTION NO. 15-90, DATED MARCH 22, 1990, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSORS OR ASSIGNS, THE DEDICATION OF EASEMENTS FOR ELECTRICAL POWER FACILITIES AS OFFERED HEREIN.

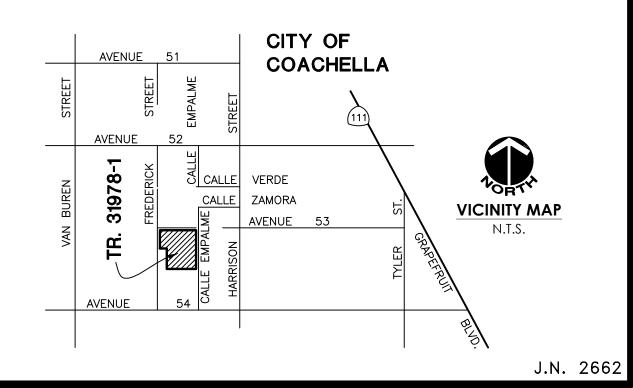
DATED:

BY:

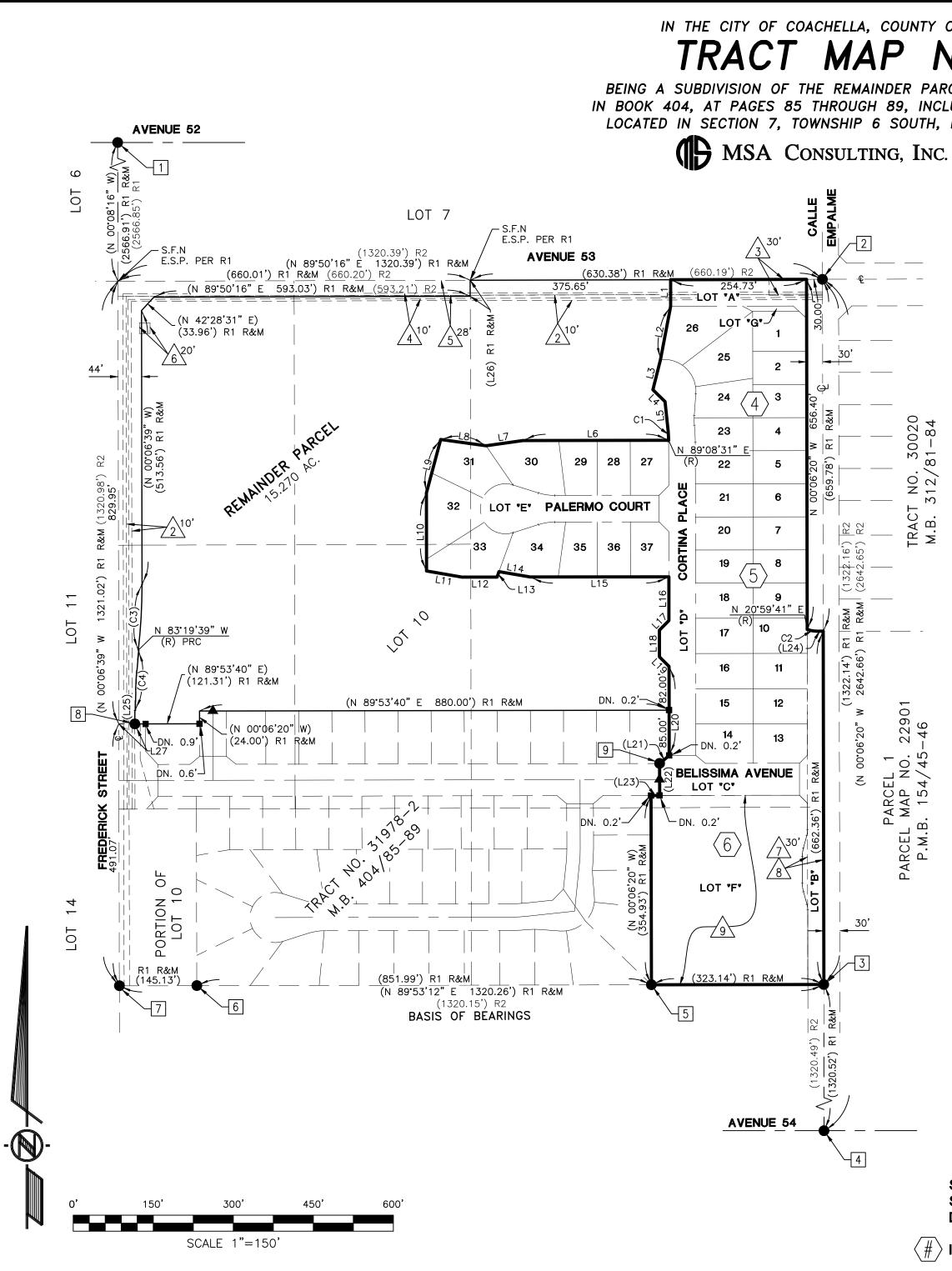
LAURA J. CERVANTES SUPERVISOR, REAL ESTATE IMPERIAL IRRIGATION DISTRICT

# EASEMENT NOTES

- 1. AN EASEMENT FOR UNDERGROUND PIPE LINE AND INCIDENTAL PURPOSES, IN FAVOR OF GRACE B. PETTY AND CLARENCE M. PETTY, RECORDED OCTOBER 21, 1925 IN BOOK 652 OF DEEDS, PAGE 409, OF OFFICIAL RECORDS. (UNABLE TO LOCATE FROM THE RECORDS.)
- 2 AN EASEMENT FOR WATER PIPE LINE AND INCIDENTAL PURPOSES, IN FAVOR OF THE UNITED STATES OF AMERICA, PER INSTRUMENT RECORDED OCTOBER 31, 1949 IN BOOK 1119, PAGE 376, OF OFFICIAL RECORDS.
- $\sqrt{3}$  an easement for water pipeline and incidental purposes, in favor of coachella VALLEY WATER DISTRICT, RECORDED DECEMBER 9, 1957 AS INSTRUMENT NO. 87000, IN BOOK 2189 PAGE 298, OF OFFICIAL RECORDS.
- 4 AN EASEMENT FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF FRONTIER COMMUNICATIONS, SUCCESSOR TO CALIFORNIA WATER AND TELEPHONE COMPANY, RECORDED DECEMBER 5, 1963, AS INSTRUMENT NO. 128096, OF OFFICIAL RECORDS.
- 25 an easement for underground pipeline and incidental services, in favor of coachella VALLEY WATER DISTRICT, RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451598, OF OFFICIAL RECORDS.
- AN EASEMENT FOR PIPELINES AND NECESSARY DEVICES AND APPURTENANCES AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT PER INSTRUMENT RECORDED JUNE 22, 2006, AS INSTRUMENT NO. 2006-451600, OF OFFICIAL RECORDS.
- /7 an easement for ingress, egress and public utility purposes and incidental purposes, IN FAVOR OF THE GALSTIAN TRUST, RECORDED JULY 8, 2005, AS INSTRUMENT NO. 2005-549230, RECORDED AND AMENDED PER INSTRUMENT RECORDED MARCH 7, 2006 AS INSTRUMENT NO. 2006-162053, OF OFFICIAL RECORDS.
- $\sqrt{8}$  an easement for ingress, egress and public utility purposes and incidental purposes, IN FAVOR OF THE CITY OF COACHELLA, RECORDED JUNE 20, 2006, AS INSTRUMENT NO. 2006-442044, OF OFFICIAL RECORDS.
- /9\ AN EASEMENT FOR RETENTION, PUBLIC UTILITY, PUBLIC PARK, RETENTION BASIN AND INCIDENTAL PURSES, RECORDED JUNE 20, 2006, AS INSTRUMENT NO. 0442045, OF OFFICIAL RECORDS.
- 10. AN EASEMENT FOR TELEVISION AND BROADBAND COMMUNICATIONS SERVICES AND INCIDENTAL PURPOSES, IN FAVOR OF SPECTRUM, SUCCESSOR TO TIME WARNER ENTERTAINMENT, RECORDED MAY 03, 2007, AS INSTRUMENT NO. 2007-298456, OF OFFICIAL RECORDS. (BLANKET IN NATURE)







# SHEET 3 OF 6 SHEETS

# IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 31978-1

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 31978-2, ON FILE IN BOOK 404, AT PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

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P.M.

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**JANUARY - 2022** 

NO.	DELTA	RADIUS	LENGTH	
C1	05•14'51"	250.00'	22.90'	
C2	21°06'01"	50.00'	18.41'	
(C3)	06•47'00"	1044.00'		R1 R&M
(C4)	06•47'00"	956.00'	113.18'	R1 R&M

	LINE DA	ТА	]	
NO.	BEARING	LENGTH		
L1	N 00°09'44" W	50.00'		
L2	N 10°46'57" E	101.54'	1	
L2 L3	N 14°09'03" E	58.28'		
L4	N 45°32'33" W	31.76'		
L4 L5	N 06'06'20" W	49.92'		
L6	N 89'53'40" E	272.92'		
L7	N 81°53'40" E	70.00'		
L8	N 82.06'20" W	85.72'		
L9	N 14°53'40" E	103.72'		
L10	N 00°06'20" W	146.36'		
L11	N 80°06'20" W	67.02'		
L12	N 89'53'40" E	66.00'		
L13	N 19°51'05" E	10.93'		
L14	N 80°06'20" W	59.17'		
L15	N 89'53'40" E	260.00'		
L16	N 00°06'20" W	82.00'		
L17	N 44°53'40" E	25.46'		
L18	N 00°06'20" W	50.00'		
L19	N 45'06'20" W	25.46'		
L20	N 00°06'20" W			
(L21)	N 50°05'20" E	23.43'	R1	R&M
(L22)	N 00°06'20" W	60.00'	R1	R&M
(L23)	N 89'53'40" E	16.14'	R1	
(L24)	N 89*53'40" E	12.00'	R1	
(L25)	N 00°06'39" W	25.22' 30.00'	R1	R&M
L26	N 00°06'30" W	30.00'		
L27	N 89'53'40" E	30.00'		

SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS MAP IS THE SOUTH TRACT BOUNDARY LINE OF TRACT MAP 31978-2, RECORDED IN MAP BOOK NO. 404 PAGES 85 THROUGH 89, INCLUSIVE, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN. TAKEN AS: N 89°53'12" E

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 1 1/2" COPPERWELD FLUSH, STAMPED "RCE 14614" PER TRACT MAP NO. 31978-2, M.B. 404/85-89, CORRECTED BY CERTIFICATE OF CORRECTION PER DOCUMENT NO. 2012-0259582, REC. 06/06/2012, O.R.
- INDICATES FOUND 1" I.P. W/PP, STAMPED "RCE 14614", PER TRACT MAP NO. 31978-2, M.B. 404/85-89, CORRECTED BY CERTIFICATE OF CORRECTION PER DOCUMENT NO. 2012-0259582, REC. 06/06/2012, O.R.
- Δ INDICATES SET 1-1/4" BRASS DISK STAMPED "PLS 8223", FLUSH, IN A.C. PAV'T (RIV. CO. STD. TYPE "B" MON.), UNLESS NOTED OTHERWISE
- (-)INDICATES RECORD DATA
- R1 INDICATES RECORD DATA PER TRACT MAP NO. 31978-2, M.B. 404/85-89
- INDICATES RECORD DATA PER AMENDED PARCEL MAP NO. 14227, P.M.B. 99/43-44 R2
- INDICATES RECORD AND MEASURED R&M
- INDICATES CENTERLINE ¢
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL BEARING
- PUE INDICATES PUBLIC UTILITY EASEMENT DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES
- S.F.N. INDICATES SEARCHED FOUND NOTHING
- E.S.P. INDICATES ESTABLISHED BY SINGLE PROPORTION

SET NAIL AND TAG IN CURB ON THE PROLONGATION OF ALL SIDE LINES, STAMPED "PLS 8223", IN LIEU OF THE FRONT LOT CORNERS.

SET 1" I.P. WITH METAL TAG STAMPED "PLS 8223", SET NAIL AND TAG IN CONC. FOOTING STAMPED "PLS 8223" OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "PLS 8223", AS APPROPRIATE, AT REAR LOT CORNERS, B.C.'S, E.C.'S AND ANGLE POINTS, UNLESS OTHERWISE NOTED.

TOTAL GROSS AREA = 11.308 ACRES RESIDENTIAL/NUMBERED LOTS = 37 LOTS LETTERED PUBLIC STREET LOTS = 5 LOTS OPEN SPACE LOTS = 2 LOTS

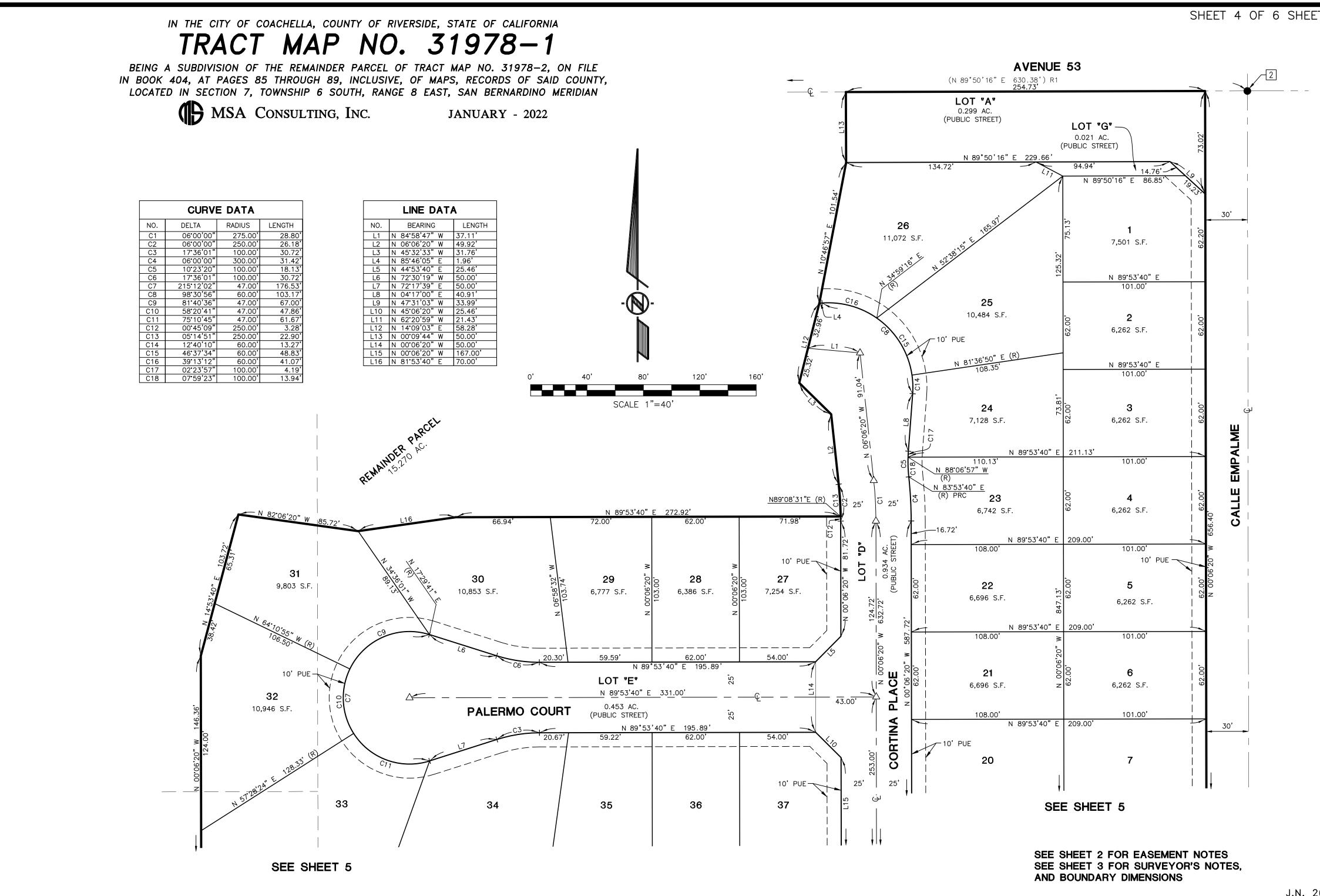
## MONUMENT NOTES

- FOUND 1 1/2" COPPERWELD, STAMPED "RCE" 23551", DN. 0.2', ACCEPTED AS THE NORTHWEST CORNER OF LOT 7, PER P.M. 27800, P.M.B. 182/46-48 AND R1.
- 2 FOUND 1" I.P., WITH PLASTIC PLUG ILLEGIBLE, FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF LOT 10 PER T.M. NO. 30020, M.B. 312/81-84 AND R1.
- 3 FOUND 1" I.P. WITH PLASTIC PLUG, STAMPED "LS 8207", FLUSH, ACCEPTED AS THE SOUTHEAST CORNER OF LOT 10 PER P.M. NO. 22901, P.M.B. 154/45-46 AND PER R1.
- 4 FOUND 1 1/2" COPPERWELD, STAMPED "LS 8207", FLUSH, ACCEPTED AS THE SOUTHEAST CORNER OF LOT 15 PER P.M. NO. 22901, P.M.B. 154/45-46 AND PER R1.
- 5 FOUND NAIL AND TAG, STAMPED "RCE 14614", IN TOP OF WALL, ACCEPTED AS A POINT ON THE TRACT BOUNDARY OF R1, PER R1.
- 6 FOUND NAIL AND TAG, STAMPED "RCE 14614", IN TOP OF FOOTING, ACCEPTED AS A POINT ON THE TRACT BOUNDARY OF R1, PER R1.
- 7 FOUND 1" I.P. NO ID, OPEN, DN. 2.1', ACCEPTED AS THE NORTHEAST CORNER OF LOT 14 PER P.M. 27800, P.M.B. 182/46-48 AND PER R1.
- 8 FOUND NAIL AND TAG, STAMPED "RCE 14614", FLUSH, IN AC, ACCEPTED AS THE NORTHWEST CORNER OF LOT "E" PER R1.
- 9 FOUND 5/8" REBAR WITH CAP, STAMPED "RCE 14614", ACCEPTED AS A POINT ON THE TRACT BOUNDARY OF R1, PER R1.

SEE SHEET 2 FOR EASEMENT NOTES SEE SHEETS 4 THROUGH 7 FOR DETAILED LOT DIMENSIONS

 $\langle \# \rangle$  indicates sheet number

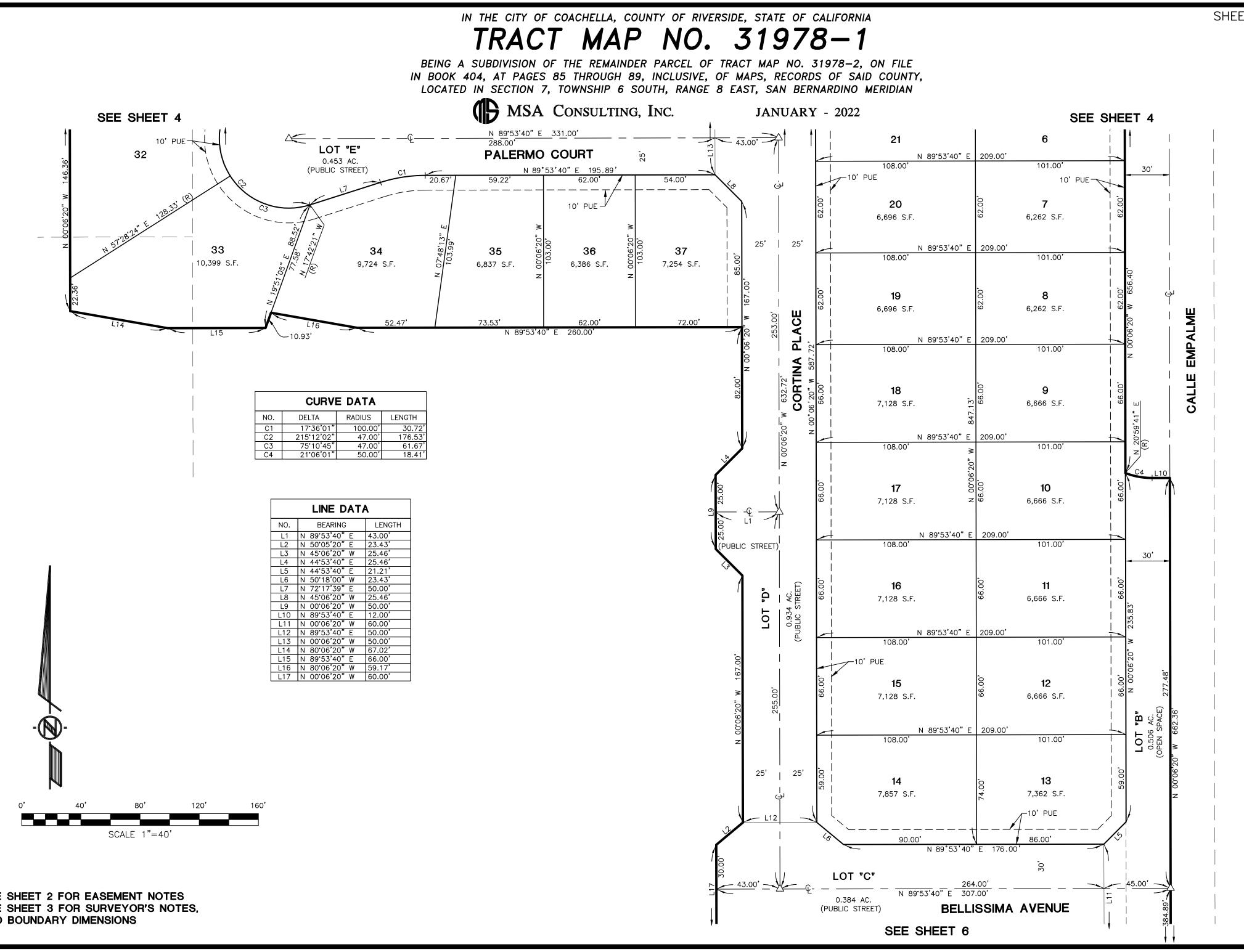




# SHEET 4 OF 6 SHEETS

J.N. 2662

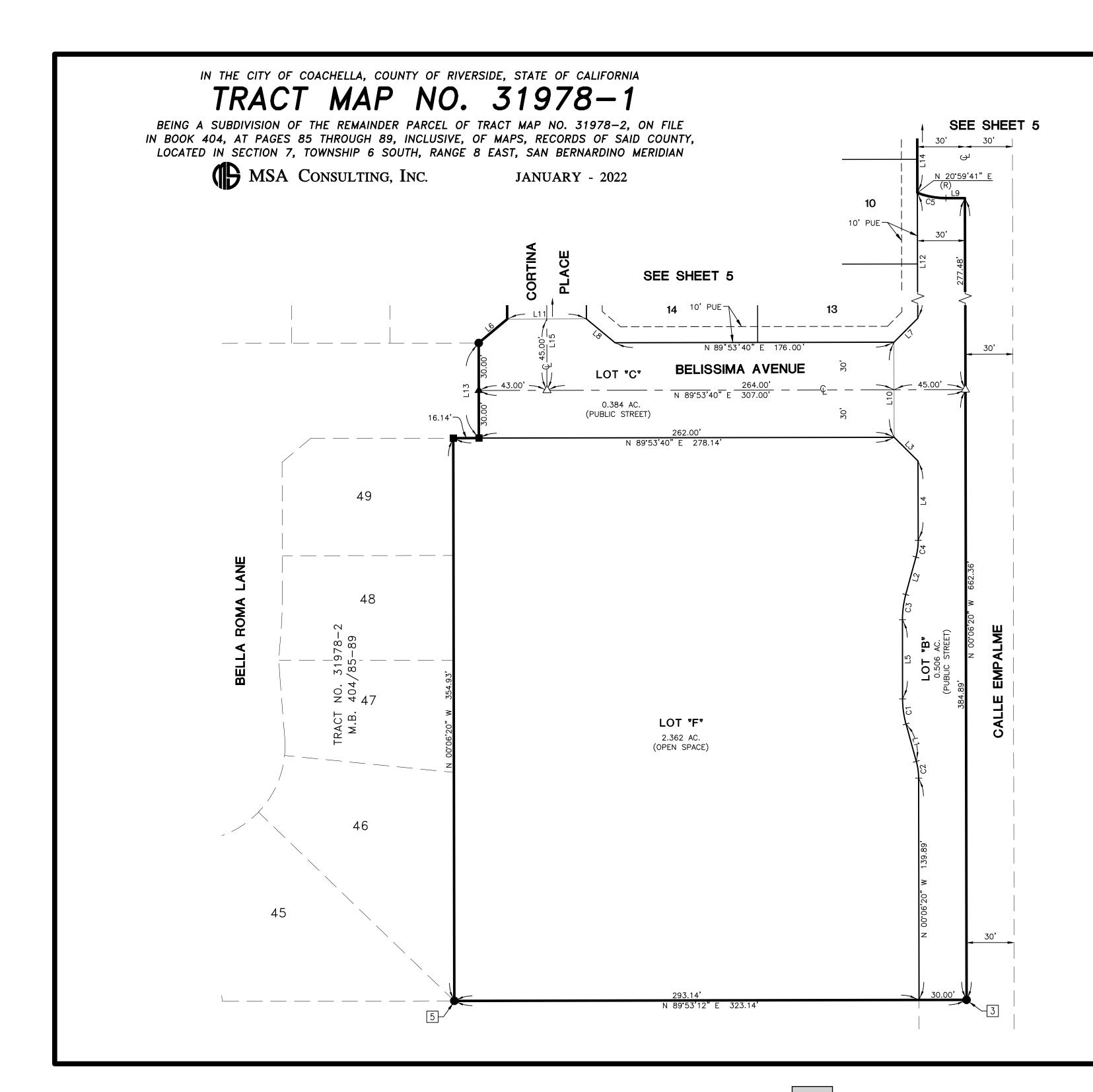




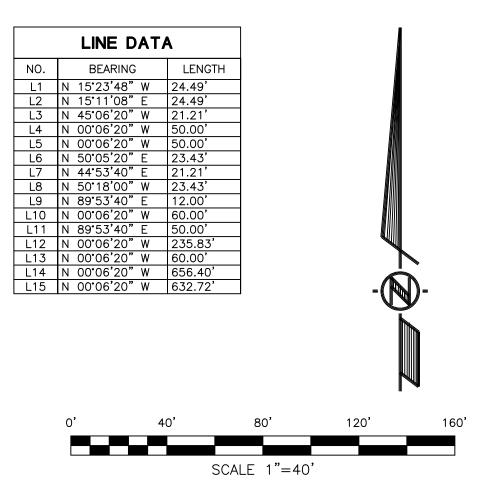
SEE SHEET 2 FOR EASEMENT NOTES SEE SHEET 3 FOR SURVEYOR'S NOTES, AND BOUNDARY DIMENSIONS



J.N. 2662



	CURVE DATA						
Γ	NO.	DELTA	RADIUS	LENGTH			
	C1	15•17'28"	60.00'	16.01'			
	C2	15 <b>•</b> 17'28"	40.00'	10.68'			
	C3	15 <b>°</b> 17'28"	60.00'	16.01'			
	C4	15 <b>•</b> 17'28"	40.00'	10.68'			
	C5	21•06'01"	50.00'	18.41'			



SEE SHEET 2 FOR EASEMENT NOTES SEE SHEET 3 FOR SURVEYOR'S NOTES, AND BOUNDARY DIMENSIONS



RECORDING REQUESTED BY: WHEN RECORDED RETURN TO:

CITY OF COACHELLA 53990 Enterprise Way Coachella, CA 92236 ATTN: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code Section 6103

CITY OF COACHELLA, CALIFORNIA

By: \_\_\_

City Clerk

## AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

### TRACT NO. 31978 & 31978-1

## between CITY OF COACHELLA

## a California municipal corporation

## and PULTE HOME COMPANY, LLC

### a Michigan Limited Liability Company

#### AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS TRACT MAP NO. 31978 & 31978-1

#### I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the City of Coachella, a California municipal corporation ("City") and Pulte Home Company, LLC. a company with its principal office located at 27-401 Los Altos, Suite 400, Mission Viejo, CA 92691, ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

#### II. RECITALS.

A. On October 11, 2019, Developer submitted to City an application for approval of a tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by MSA Consulting, Inc., and is identified in City records as Tract Map No. 31978 and Tract No. 31978-1("Tract No. 31978").

B. Developer's application for a tentative parcel/tract map for Tract No. 31978 was deemed complete on September 15, 2004. On October 13, 2004, the Coachella City Council conditionally approved Developer's application for a tentative parcel/tract map for Tract No. 31978.

C. Developer has not completed all of the work or made all of the public improvements required by Title 16 of the Coachella Municipal Code, the Subdivision Map Act (Government Code sections 66410 <u>et seq</u>.) ("Map Act"), the conditions of approval for Tract No. 31978, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Section Coachella Municipal Code section 12.20.040 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31978.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 31978.

#### III. TERMS.

1.0 <u>Effectiveness</u>. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Riverside; (c) the City Council of the City ("City Council") approves the final map for Tract No. 31978; and (d) Developer records the final map for Tract No.

31978 in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract No. 31978.

2.0Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 31978, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract Map No. 319783 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall occur in two phases, identified as Tract map No. 31978 and Tract map No. 31978-1 in Exhibit B. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be directly associated with the Public Improvements and performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 <u>Prior Partial Construction of Public Improvements</u>. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 <u>Permits; Notices; Utility Statements</u>. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 <u>Pre-approval of Plans and Specifications</u>. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 <u>Quality of Work; Compliance With Laws and Codes</u>. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other

requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 <u>Standard of Performance</u>. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals of whatever nature that are legally required to throughout the term of this Agreement.

2.6 <u>Alterations to Improvements</u>. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 <u>Construction Schedule</u>. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public

Improvements within four (4) years of the date on which the City makes a written request to Developer to commence construction of such Public Improvements.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 <u>Accrual of Limitations Period</u>. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 <u>Grading</u>. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31978 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 <u>et seq</u>. of this Agreement.

6.0 <u>Utilities</u>. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 31978 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 <u>Fees and Charges</u>. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31978.

8.0 <u>City Inspection of Public Improvements</u>. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

#### 9.0 Default; Notice; Remedies.

9.1 <u>Notice</u>. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 <u>Other Remedies</u>. No action by City pursuant to Section 9.0 <u>et seq</u>. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 <u>Administrative Costs</u>. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

If the Public 11.0 Acceptance of Improvements; As-Built or Record Drawings. Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Tract No. 31978 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 <u>Security; Surety Bonds</u>. Prior to execution of this Agreement, Developer shall provide City with security in the form of surety bonds, irrevocable letter of credit, cashier's check, or other form of security acceptable to the City, in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of

the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

Subdivision Improvement Bond. To guarantee the faithful performance of 13.1 the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful subdivision improvement bond or other Security acceptable to the City in the amount of Three million, four hundred three thousand, eight hundred sixty four dollars and fifty nine cents (\$ 3,403,864.59). This amount comprises the total Public Improvement Security for both Tract No 31978 and Tract No 31978-1, which sum shall be not less than one hundred percent (100%) of the The City Council may, in its sole and absolute discretion and upon Estimated Costs. recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31978, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31978.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond, or other Security acceptable to the City, in the amount of Developer shall provide City a faithful subdivision improvement bond or other Security acceptable to the City in the amount of One Million seven hundred one thousand nine hundred thirty-two dollars and thirty cents (\$\$1,701,932.30). This amount comprises the total Public Improvement Security for both Tract No 31978 and Tract No 31978-1, which sum shall be not less than one hundred percent (50%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 <u>Additional Requirements</u>. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 <u>Evidence and Incorporation of Security</u>. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 <u>Monument Security</u>. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Parcel/Tract No. 31978 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Five Thousand Dollars (\$5,000.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Parcel/Tract No. 31978.

15.0 <u>Lien</u>. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 <u>et seq</u>. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 <u>et seq</u>. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 <u>Public Works Determination</u>. Developer has been alerted to the requirements of California Labor Code section 1770 <u>et seq</u>., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

#### 17.0 Insurance.

17.1 <u>Types; Amounts</u>. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 <u>General Liability</u>. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 <u>Business Automobile Liability</u>. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 <u>Workers' Compensation</u>. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 <u>Professional Liability</u>. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 <u>Deductibles</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 <u>Additional Insured; Separation of Insureds</u>. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 <u>Primary Insurance; Waiver of Subrogation</u>. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 <u>Certificates; Verification</u>. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 <u>Term; Cancellation Notice</u>. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 <u>Insurer Rating</u>. Unless approved in writing by City, all Required Insurance shall placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 <u>Signs and Advertising</u>. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 <u>Relationship Between the Parties</u>. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31978, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

#### 20.0 <u>General Provisions</u>.

20.1 <u>Authority to Enter Agreement</u>. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 <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.

20.3 <u>Construction; References; Captions</u>. It being agreed the Parties or their agents have participated 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 Developer include all personnel, employees, agents, and subcontractors of Developer, 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.

20.4 <u>Notices</u>. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

#### **CITY OF COACHELLA**

53990 Enterprise Way Coachella, CA 92236 Attn: City Engineer

#### **DEVELOPER:**

Pulte Home Company, LLC 27-401 Los Altos, Suite 400 Mission Viejo, CA 92691 Attention: Sohail Bokhari, Director of Land Planning and Entitlement

With copy to:

N/A

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

20.6 <u>Waiver</u>. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 <u>Assignment or Transfer of Agreement</u>. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 <u>Binding Effect</u>. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 <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.

20.11 <u>Consent to Jurisdiction and Venue</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 <u>Attorneys' Fees and Costs</u>. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement

or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 <u>Counterparts</u>. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

Pulte Home Company, LLC, a Michigan limited liability company,

By: Pulte Home Company, LLC. a Michigan limited liability company,

By: \_\_\_\_\_\_\_Sohail Bokhari, Director or Land Planning and Entitlement

#### **CITY OF COACHELLA**

By:

(signature) <u>Gabriel Martin</u> (print name) City Manager City of Coachella

#### **ATTEST:**

By:

(signature)

(print name) City Clerk City of Coachella NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGMENT						
CAPACITY CLAIMED BY SIGNER:						
~ Individual(s)						
~ Corporate						
Officer(s)						
~ Partner(s)						
~ Attorney-in-Fact						
~ Trustee(s)						
~ Subscribing Witness						
~ Guardian/Conservator						
~ Other						
SIGNER IS REPRESENTING:						
NAME OF PERSON(S) OR ENTITY(IES)						
STATE OF CALIFORNIA	}					
STITL OF CHER OR WIT	J					
	}					
COUNTY OF	}					
On			20	2_,	before	me,
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	,	the	undersigned	notary	public,	personally
appeared					$, \sim \text{ person}$	nally known
to me OR $\sim$ proved to me on the b	basis of sa	tisfacto	bry evidence to	be the per	son(s) wh	ose name(s)
is/are subscribed to the within ins			•	-	. ,	. ,
			U		•	
same in his/her/their authorized	capacity	(1es), a	and that by hi	s/her/their	signatur	e(s) on the
instrument the person(s), or the	entity upo	n beha	alf of which the	e person(s	s) acted, e	xecuted the
instrument.	• 1			• `		

WITNESS my hand and official seal.

Signature of Notary

Item 9.
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CAPACITY CLAIMED BY SIGNER: ~ Individual(s) ~ Corporate Officer(s) ~ Partner(s)							
~ Attorney-in-Fact							
~ Trustee(s)							
~ Subscribing Witness ~ Guardian/Conservator							
~ Other							
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)							
STATE OF CALIFORNIA	}						
STATE OF CALL OR ON	) l						
COUNTY OF	}						
On				, 20	02_,	before	me,
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appeared		_, .	110	undersigned	notary	•	nally known
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instrument the person(s), or th	-			•		-	
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WITNESS my hand and official seal.

Signature of Notary

#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION OF PROPERTY

#### LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 768-430-002 AND 768-430-015)

PARCELS 2 AND 3, OF AMENDED PARCEL MAP 14227, IN THE CITY OF COACHELLA, COUNTY OFRIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 99, PAGES 43 AND 44 OF PARCELMAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN TRACT 31978-2, AS SHOWN ON MAPFILED IN BOOK 404 PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 768-430-017)

THE NORTH 30 ACRES OF LOT 10 OF COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OFSECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 4 PAGE 53 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION LYING WEST OF THE EAST LINE OF PARCEL MAP NO. 14227, AS SHOWN ON MAP FILED IN BOOK 68 PAGE 32 OF PARCEL MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND AS AMENDED BY PARCEL MAP FILED IN BOOK 99, PAGES 43 AND 44 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COACHELLA, BY DEED RECORDED FEBRUARY 19, 2002, AS INSTRUMENT NO. 2002-085556, OF OFFICIAL RECORDS;

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN TRACT 31978-2, AS SHOWN ON MAP FILED IN BOOK 404 PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL C: (APN'S: 768-430-022 AND 768-430-023)

PARCELS 1 AND 4, OF AMENDED PARCEL MAP 14227, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 99,

PAGES 43 AND 44 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN TRACT 31978-2, AS SHOWN ON MAP FILED IN BOOK 404 PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COACHELLA AS SHOWN ON A DOCUMENT REORDED JUNE 6, 2012 AS INSTRUMENT NO. 2012-0259538 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### **EXHIBIT "B"**

#### LIST OF PUBLIC IMPROVEMENTS

#### TRACT NO. 31978 AND 31978-1

#### ENGINEER'S OPINION OF PROBABLE COSTS "EXHIBIT 1"

Prepared for: Pulte Homes 27101 Puerta Real, Suite 300 Mission Viejo, CA 92691

Tract Map No. 31978

Project Location:

South of Avenue 53 between Frederick Street and Calle Empalme in the City of Coachella

March 30, 2022

#### MSA JOB #2662



Page 1 of 13

DESCRIPTION	COST
OFF-SITE DEMOLITION AND STREET	
SUBTOTAL	\$961,210.00
15% CONTINGENCY	\$144,181.50
TOTAL	\$1,105,391.50
OFF-SITE SIGNING AND STRIPING	
SUBTOTAL	\$27,040.00
15% CONTINGENCY	\$4,056.00
TOTAL	\$31,096.00
IUIAL	\$31,096.00
ON-SITE STREET AND STORM DRAIN	
SUBTOTAL	\$875,209.25
15% CONTINGENCY	\$131,281.39
TOTAL	\$1,006,490.64
WATER	
SUBTOTAL	\$702,220.00
15% CONTINGENCY	\$105,333.00
TOTAL	\$807,553.00
SEWER	
SUBTOTAL	\$264,420.00
15% CONTINGENCY	\$39,663.00
TOTAL	\$304,083.00
	\$307,003.00
LANDSCAPE	
SUBTOTAL	\$129,783.00
15% CONTINGENCY	\$19,467.45
TOTAL	\$149,250.45
	\$7 (07 0C/ F0
TOTAL ALL IMPROVEMENTS	\$3,403,864.59
PERFORMANCE BOND	\$3,403,864.59
MATERIALS BOND	\$1,701,932.30

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DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
OFF-SITE DEMOLITION AND STREET IM	PROV	EMENTS		
Install 4" A.C. Pavement Over 11" Class II				
Aggregate Base	SF	95,943	\$4.00	\$383,772.00
Construct Type "B" (8") Curb and Gutter				
Per City of Coachella Standard Drawing				
No. S-8.	LF	2,254	\$16.00	\$36,064.00
Construct Type "A" (6") Curb and Gutter				
Per City of Coachella Standard Drawing				
No. S-7.	LF	1,020	\$12.00	\$12,240.00
Construct Standard Cross Gutters and				
Spandrels Per City of Coachella				
Standard Drawing No. S-14.	SF	2,021	\$8.00	\$16,168.00
Construct Driveway per City of				
Coachella Standard Drawing No. S-19.1.	SF	1,483	\$5.00	\$7,415.00
Construct Sidewalk Per City of				
Coachella Standard Drawing No. S-25.1.	SF	20,318	\$4.00	\$81,272.00
Construct ADA Compatible Acess Ramp		20,510	φ <del>1</del> .00	501,272.00
Per City of Coachella Standard Drawing				
No. S-26.	EA	4	\$500.00	\$2,000.00
Install Stop Bar, Sign Post, Stop Sign			0	
and Street Name Sign Per Detail on				
Sheet 2 and City of Coachella Standard				
Drawing No. S-27.	EA	5	\$500.00	\$2,500.00
Install Street Light Per City of Coachella		÷		6
	EA	9	\$5,000.00	\$45,000.00
Standard Drawing No. L-1 and L-2.	EA	3	\$5,000.00	\$ <del>4</del> 5,000.00
Adjust Sewer Manhole/Cleanout To				
Grade Per City of Coachella Standards				
and Specifications. See Separate Sewer	201002	51823	and the second	
Plan.	EA	6	\$200.00	\$1,200.00

Page 3 of 13

TOTAL \$1,105,391.50				
15% CONTINGENCY				\$144,181.50
SUBTOTAL OF OFF-SITE STREET IMPRO	VEME	NTS	· · ·	\$961,210.00
Lights	LF	3,500	\$30.00	\$105,000.00
for Power Supply to Proposed Street				
Install Underground Electrical Conduit				
Appropriate Time Prior to New Striping Per Sheet No. 14.	LF	2,225	\$1.00	\$2,225.00
Marking by Wet Sandblasting at the				
Remove Existing Striping or Pavement				
Remove or Relocate Existing Sign.	EA	1	\$200.00	\$200.00
Barrier Curb or A.C. Curb.	LF	3,406	\$10.00	\$34,060.00
Remove Existing Curb and Gutter,				
Remove Existing Concrete.	SF	2,732	\$5.00	\$13,660.00
Remove Existing A.C. Pavement.	SF	32,989	\$5.00	\$164,945.00
Sawcut Existing Pavement or Concrete.	LF	4,548	\$3.00	\$13,644.00
Protect in Place.	N/A			
S-31.	LF	2,940	\$10.00	\$29,400.00
City of Coachella Standard Drawing No.				
Cold Plane Existing A.C. Pavement at 0.15' With A.C. Pavement Overlay Per				
Per Detail on Sheet No. 2.	EA	1	\$500.00	\$500.00
Construct Caltrans Curb Ramp "Case C"		21		
Sheet No. 2.	LF	3,315	\$3.00	\$9,945.00
Overlay and Smooth Join Per Detail on				
Wide at 0.15' With A.C. Pavement				

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OFF-SITE SIGNING AND STRIPING				
Paint Dual 6" White Bike Lane Line Per		-		
Caltrans Revised 2018 Standard Plan				
A20D Detail 39 and 6" White Diagonal				
Stripe at 40' O.C.	LF	2,300	\$2.00	\$4,600.00
DET 32 - Two-Way Left-Turn Lane			2	
"CAMUTCD Detail 32".	LF	1,230	\$2.00	\$2,460.00
DET 39 - Bike Lane Line "CAMUTCD		0,		
Detail 39".	LF	625	\$2.00	\$1,250.00
DET 39A - Bike Lane Intersection Line	0			
"CAMUTCD Detail 39A".	LF	800	\$2.00	\$1,600.00
Paint 4" Lane Line Per Caltrans 2018				
Standard Plan A20A Detail 12.	LF	2,050	\$1.00	\$2,050.00
Apply 12" White Limit Line or Chevron				
Line (Thermoplastic) Per Caltrans				
Revised 2018 Standard Plan A24G.	LF	624	\$3.00	\$1,872.00
Paint 100 LF of 4" Solid White Line.	LF	300	\$1.00	\$300.00
DET 22 - No Passing Zone - Two				
Direction "CAMUTCD Detail 22".	LF	1,230	\$2.00	\$2,460.00
DET 27B - Right Edge Line For Divided				
Highway "CAMUTCD Detail 27B".	LF	1,124	\$2.00	\$2,248.00
Install Sign Post Per City of Coachella				
Standard Drawing No. S-27 and Sign As			75	
Shown.	EA	1	\$200.00	\$200.00
W3-1 (30"×30").	EA	l	\$200.00	\$200.00
Apply Thermoplastic Traffic Markings As				
Shown.	EA	39	\$100.00	\$3,900.00
Bike Lane Arrow Per Caltrans Standard				
Plan A24A.	EA	7	\$100.00	\$700.00
"LANE" Per Caltrans Standard Plan				
A24D.	EA	7	\$100.00	\$700.00

Page 5 of 13

TOTAL				\$31,096.00
15% CONTINGENCY				\$4,056.00
SUBTOTAL OF OFF-SITE SIGNING AND	STRIPIN	IG IMPROVE	EMENTS	\$27,040.00
A24A.	EA	3	\$100.00	\$300.00
Type VI Arrow Per Caltrans Standard				
"STOP" Per Caltrans Standard Plan A24D.	EA	4	\$100.00	\$400.00
"AHEAD" Per Caltrans Standard Plan A24D.	EA	4	\$100.00	\$400.00
Bike Lane Symbol With Person Per Caltrans Standard Plan A24C.	EA	7	\$100.00	\$700.00
"BIKE" Per Caltrans Standard Plan A24D.	EA	7	\$100.00	\$700.00

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ON-SITE STREET AND STORM DRAIN				
Install 3" A.C. Pavement Over 7.5" Class II				
Aggregate Base.	SF	117,469	\$3.25	\$381,774.25
Construct 5" Wedge Curb Per City of		31		
Coachella Standard Drawing No. S-10.	LF	6,564	\$10.00	\$65,640.00
Construct Curb Transition, 6" Wedge				
Curb to 6" Curb and Gutter, Length=10'.	EA	20	\$80.00	\$1,600.00
Construct Standard Cross Gutters and	20120621030			and a second
Spandrels Per City of Coachella				
Standard Drawing No. S-14.	SF	4,766	\$8.00	\$38,128.00
Construct Sidewalk Per City of				
Coachella Standard Drawing No. S-25.1.	SF	36,373	\$4.00	\$145,492.00
Construct ADA Compatible Access		1	(*************************************	
Ramp Per City of Coachella Standard				
Drawing No. S-26.	EA	8	\$500.00	\$4,000.00
Construct Curb Inlet Catch Basin &				
Gutter Depression Per County of				
Riverside Standard Drawing No. 300 &				
311 (Case C).	EA	3	\$5,000.00	\$15,000.00
Install Stop Bar, Sign Post, Stop Sign				
and Street Name Sign Per Detail on				
Sheet 2 and City of Coachella Standard				
Drawing No. S-27.	EA	4	\$500.00	\$2,000.00
Install Street Light Per City of Coachella				
Standard Drawing No. L-1 and L-2.	EA	12	\$5,000.00	\$60,000.00
Install Blue Retroreflective Pavement		0		
Marker.	EA	8	\$100.00	\$800.00
Construct Speed Hump with Signage		n)		
and Striping per City of Coachella				
Exhibits 1 and 2 on Sheet 17.	EA	5	\$3,000.00	\$15,000.00
Adjust Water Valve To Grade Per City of				
Coachella Standards and Specifications.		20	6000.00	¢/ 000 00
See Separate Water Plan.	EA	20	\$200.00	\$4,000.00

Page 7 of 13

TOTAL				\$1,006,490.64
15% CONTINGENCY				\$131,281.39
SUBTOTAL OF ON-SITE STREET AND STOR	M DRA	IN IMPROVEN	IENTS	\$875,209.25
Lights	LF	3,500	\$30.00	\$105,000.00
for Power Supply to Proposed Street				
Install Underground Electrical Conduit				
Coachella Standard Drawing No. D-3.	EA	2	\$6,500.00	\$13,000.00
Install 60" Diameter Manhole Per City of				
Install 36" x 45~ HDPE Bend.	EA	1	\$2,000.00	\$2,000.00
Typical Trench Section on Sheet No. 11.	ĹF	140	\$110.00	\$15,400.00
Install 36" HDPE Storm Drain. See HDPE				
Install 18" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet No. 11.	LF	45	\$75.00	\$3,375.00
Plan.	EA	15	\$200.00	\$3,000.00
Grade Per City of Coachella Standards and Specifications. See Separate Sewer	- 1	35	****	<b>†</b> 7 000 00
Adjust Sewer Manhole/Cleanout To		35		

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WATER				
Furnish and Install 8" Class 200 C-900				
PVC Water Main. See Trench Section				
CWA Standard Drawing No. W-5.	LF	3,652	\$85.00	\$310,420.00
Furnish and Install 8" DI Tee with				
Restrained Joints or Thrust Block Per				
Detail on Sheet 2.	EA	4	\$1,200.00	\$4,800.00
Furnish and Install 8" DI Gate Valve.	EA	12	\$1,500.00	\$18,000.00
Furnish and Install 8" x 6" DI Reducer.	EA	2	\$800.00	\$1,600.00
Furnish and Install 8" x 11 1/4~ DI Bend				
with Restrained Joints Per Detail on				
Sheet 2.	EA	2	\$800.00	\$1,600.00
Furnish and Install 8" x 22 1/2~ DI Bend				
with Restrained Joints Per Detail on				
Sheet 2.	EA	2	\$800.00	\$1,600.00
Furnish and Install 8" x 45~ DI Bend				
with Restrained Joints Per Detail on				
Sheet 2.	EA	14	\$800.00	\$11,200.00
Furnish and Install 1" Water Service for		0		
3/4" Meter Per CWA Standard Drawing				
No. W-8.	EA	97	\$1,000.00	\$97,000.00
Furnish and Install 2" Blow-Off				
Assembly Per City of Coachella				
Standard Drawing W-2.	EA	2	\$1,500.00	\$3,000.00
Hydrant Assembly Including Gate Valve				
and Tee Per CWA Standard Drawing				
No. W-4.	EA	8	\$6,500.00	\$52,000.00
Contractor to Verify Existing 8" PVC				
Water Main Elevation and Connect To				
Existing 8" DI Water Main Under Direct				
CWA Inspection.	EA	1	\$2,000.00	\$2,000.00

Page 9 of 13

TOTAL				\$807,553.00
15% CONTINGENCY				\$105,333.00
SUBTOTAL OF WATER IMPROVEMENTS	5			\$702,220.00
See Casing Detail on Sheet 2.	EA	12	\$15,000.00	\$180,000.00
Sewer Lateral Crossing 10' Each Way.				
3/8" Thick Steel Casing Centered on				
Under Direct CWA Inspection.	EA	3	\$1,500.00	\$4,500.00
Connect to Existing 8" DI Water Main				
Existing 4" Blow-Off Assembly and		02		
Standard Drawing No. W-8.	EA	1	\$1,000.00	\$1,000.00
3/4" Meter for Irrigation, Per CWA				
Furnish and Install 1" Water Service for		N/		
Match Existing.	LF	135	\$100.00	\$13,500.00
Pavement, Curb, and Landscaping To				
and Standard Drawing No. S-30.				
Encroachment Permit Requirements				
To Be Per City of Coachella				
and Landscaping (Width as Necessary). Surface Restoration and Trench Repair				
Dispose of Existing Pavement, Curb,				
Contractor to Sawcut, Remove and				

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SEWER				
Furnish and Install 8" SDR 35 ASTM				
D3034 PVC Sewer Main per City of				
Coachella Standard Drawing No. D-4.	LF	3,496	\$45.00	\$157,320.00
Furnish and Install 4" SDR 35 ASTM				
D3034 PVC Sewer Lateral per City of				
Coachella Standard Drawing No. D-11.	EA	91	\$400.00	\$36,400.00
Furnish and Install 48" Inside Diameter	-	Ŷ);		
Sewer Manhole per City of Coachella				
Standard Drawing No. D-2.	EA	15	\$4,000.00	\$60,000.00
Furnish and Install 6" Sewer Cleanout				
per City of Coachella Standard Drawing				
No. D-1.	EA	2	\$1,500.00	\$3,000.00
Contractor To Remove Existing 8"				
Plug/Cap and Connect to Existing 8"				
PVC Sewer Stub Under Direct CWA				
Inspection.	EA	2	\$500.00	\$1,000.00
Contractor to Sawcut, Remove and				
Dispose of Existing Pavement, Curb,				
and Landscaping (Width as Necessary).				
Surface Restoration and Trench Repair				
To Be Per City of Coachella				
Encroachment Permit Requirements				
and Standard Drawing No. S-30.				
Pavement, Curb, and Landscaping To				
Match Existing.	LF	17	\$100.00	\$1,700.00
Furnish and Install 4" SDR 35 ASTM				
D3034 PVC Sewer Lateral per City of				
Coachella Standard Drawing No. D-11,				
Modified per Detail on Sheet 2.	EA	5	\$400.00	\$2,000.00
Existing 6" Sewer Cleanout and				
Connect to Existing 8" PVC Sewer Main				
Under Direct CWA Inspection.	EA	2	\$1,500.00	\$3,000.00
SUBTOTAL OF SEWER IMPROVEMENTS	S			\$264,420.00
15% CONTINGENCY				\$39,663.00
TOTAL				\$304,083.00

Page 11 of 13

IRRIGATION:				
	SF	10,000	\$1.15	¢10,720,00
Drip Commercial Controller with Solar - 24	SF	16,800	\$1.15	\$19,320.00
	- •		¢1 600 00	67 600 0
Station Plastic Pedestal	EA	1	\$1,600.00	\$1,600.00
Water Meter and Backflow Preventer -				
Commercial 3/4" CVWD (No Surcharge)	EA	1	\$4,240.00	\$4,240.00
SUBTOTAL OF IRRIGATION				\$25,160.00
PLANTING:				
Root Barrier - 18" Deep	LF	180	\$7.60	\$1,368.00
Palms		100	57.00	\$1,500.00
Hybrid Palms (California/Mexican)	BTF	36	\$75.00	\$2,700.00
24" Box Mediterranean Fan Palms	EA	8	\$400.00	\$3,200.00
Cactus/Succulents		0	\$400.00	33,200.00
Small Accents	EA	149	\$90.00	\$13,410.00
Large Accents	EA	46	\$150.00	\$6,900.00
Agaves - 5-15 Gallon (Rodney Murphy's	LA	40	\$150.00	40,500.00
Century Plant)	EA	9	\$100.00	\$900.00
Canopy Trees		5	\$100.00	\$500.00
24" Box Trees	EA	18	\$260.00	\$4,680.00
Shrubs/Vines/Groundcover		10	\$200.00	\$4,000.00
5 Gallon Shrubs	EA	179	\$25.00	\$4,475.00
15 Gallon Vines	EA	67	\$100.00	\$6,700.00
Rock			0100100	00,10010
Boulders (Not to Exceed 5' Diam.,				
Average of 4' Diam.)	EA	8	\$280.00	\$2,240.00
3/4" Gravel	SF	16,800	\$2.50	\$42,000.00
Other	- vaende	10000 <u>00</u> 000000000000000000000000000000	200739479247935786	600000 100000 (Q0000000000000000000000000
Maintenance - 90 Days After				
Completion (If Maintained By				
Contractor)			Lump Sum	\$1,350.00

Page 12 of 13

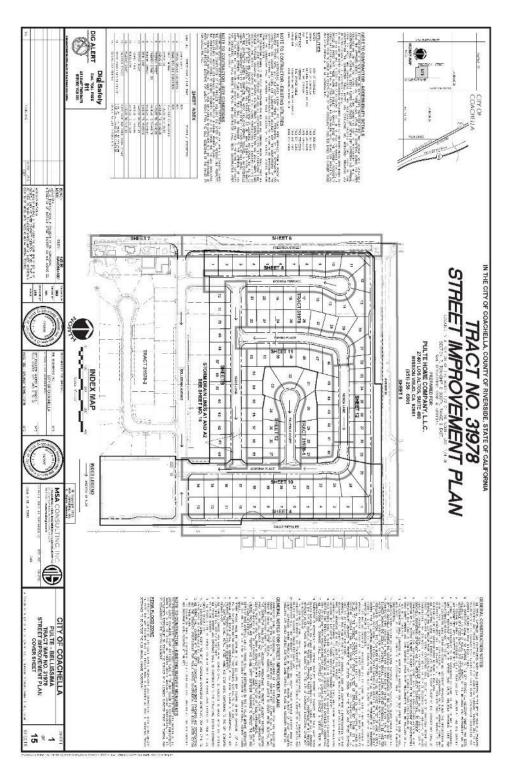
LIGHTING:				
Electric Pedestal/Connection/Controller	EA	1	\$4,500.00	\$4,500.00
Electrical Distribution (Per Fixture)	EA	24	\$125.00	\$3,000.00
Uplights (Mounted on the Ground)	EA	24	\$300.00	\$7,200.00
SUBTOTAL OF LIGHTING			· ·	\$14,700.00
SUBTOTAL, PROJECT				\$129,783.00
15% CONTINGENCY				\$19,467.45
TOTAL				\$149,250.45

#### Assumptions:

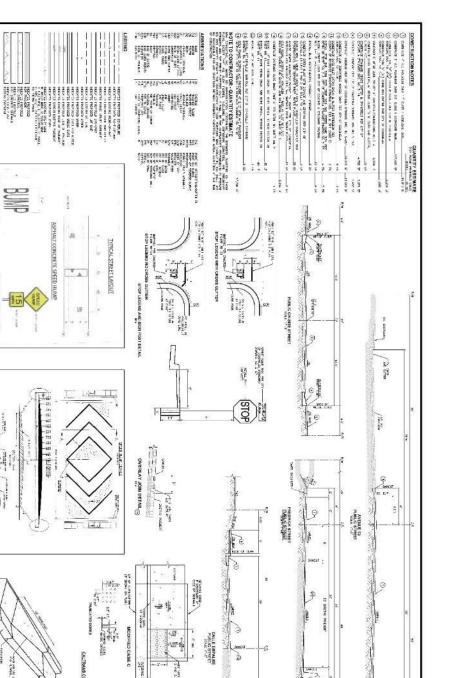
- These quantities are based on Tract Map No. 31978 Street, Storm Drain, and Signing and Striping Plan completed on 3/23/22, Water and Sewer Plans completed on 2/24/22, and Conceptual Landscape Plan completed on 3/23/22.
- 2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
- 3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

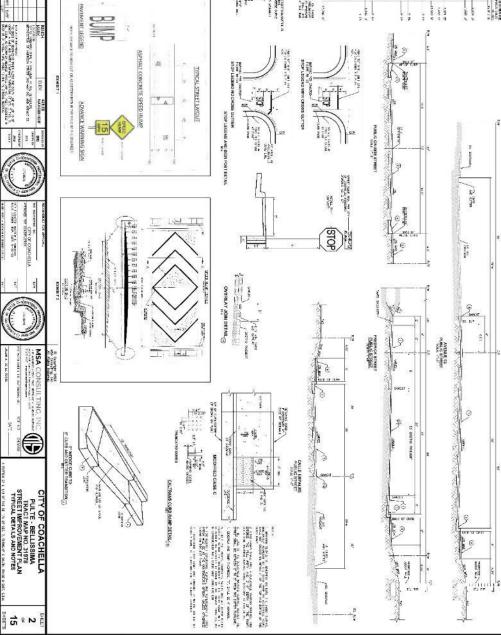
Page 13 of 13

# **EXHIBIT 2**

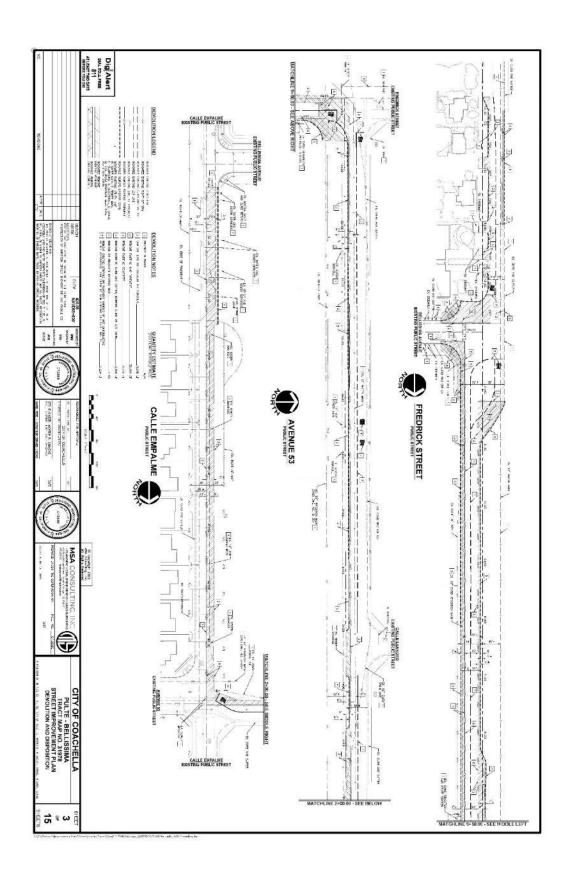


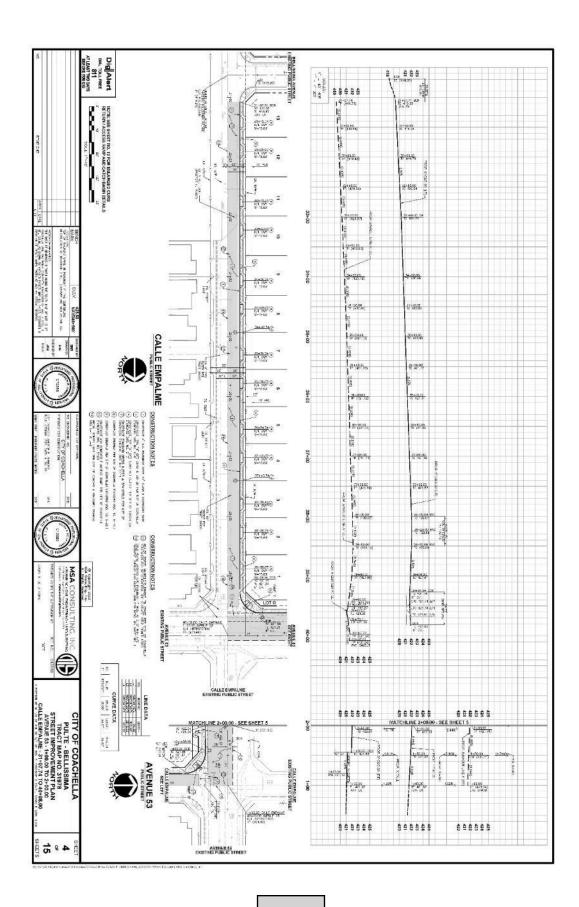
# STREET AND UTILITY IMPROVEMENT PLANS

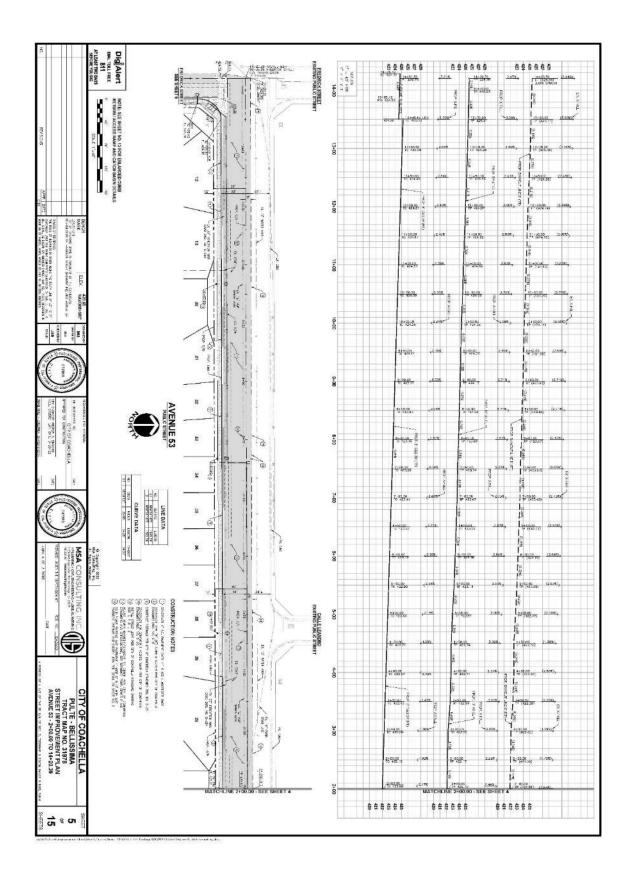


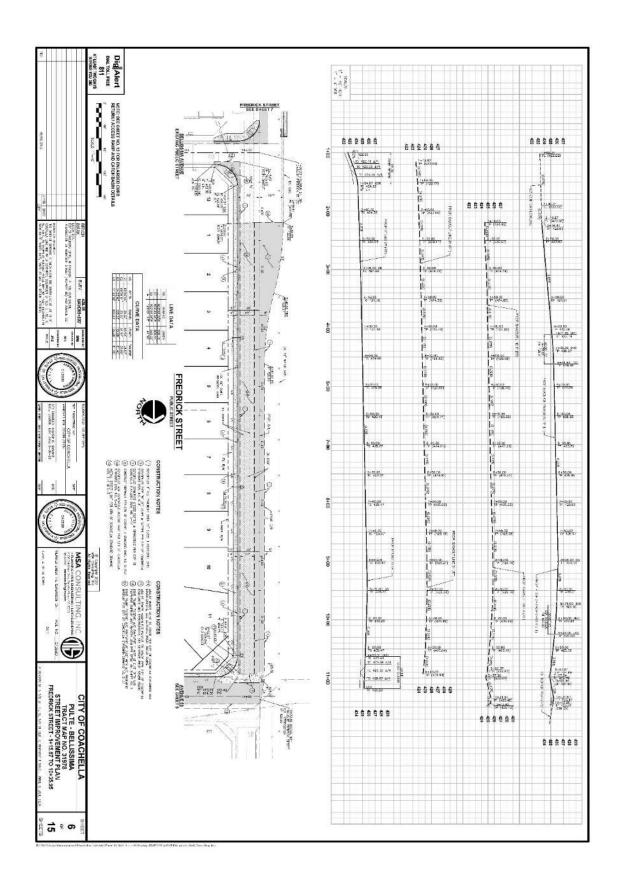


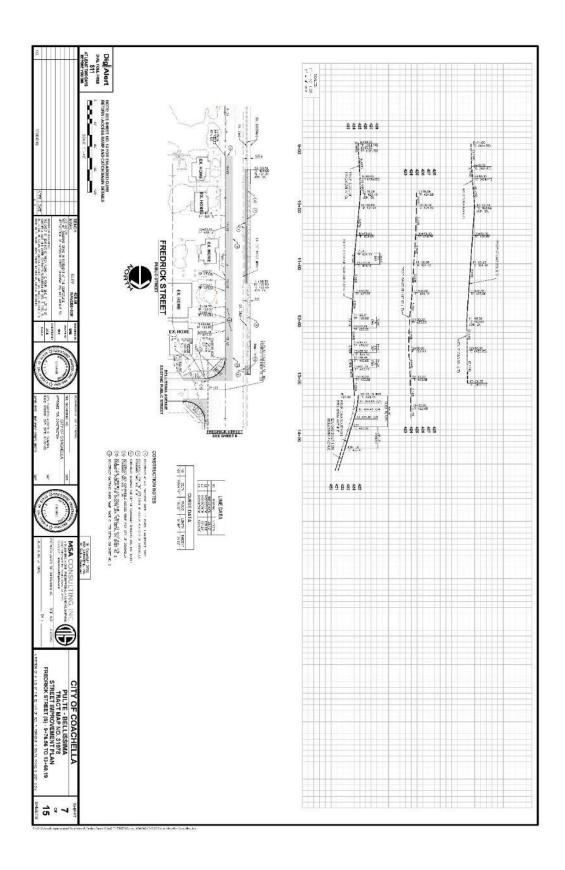
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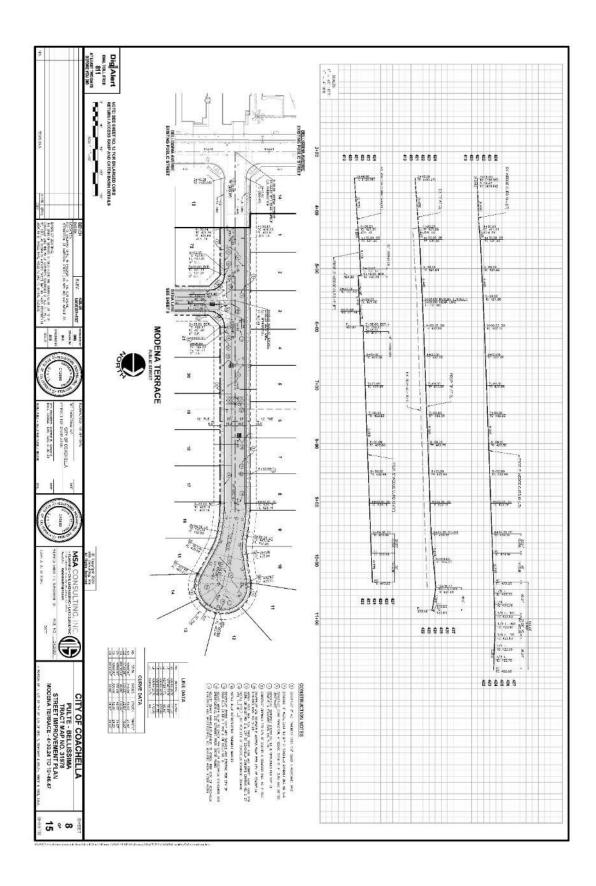


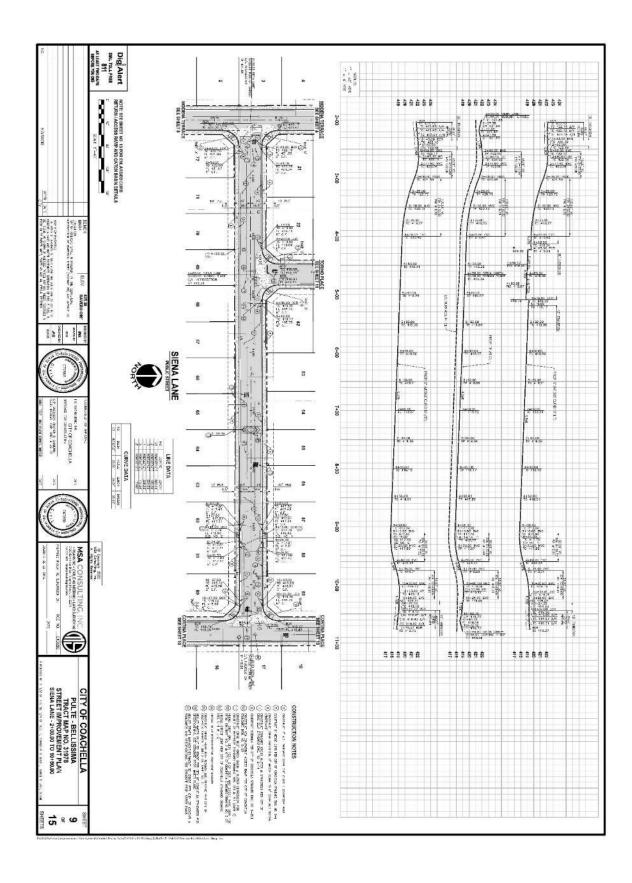


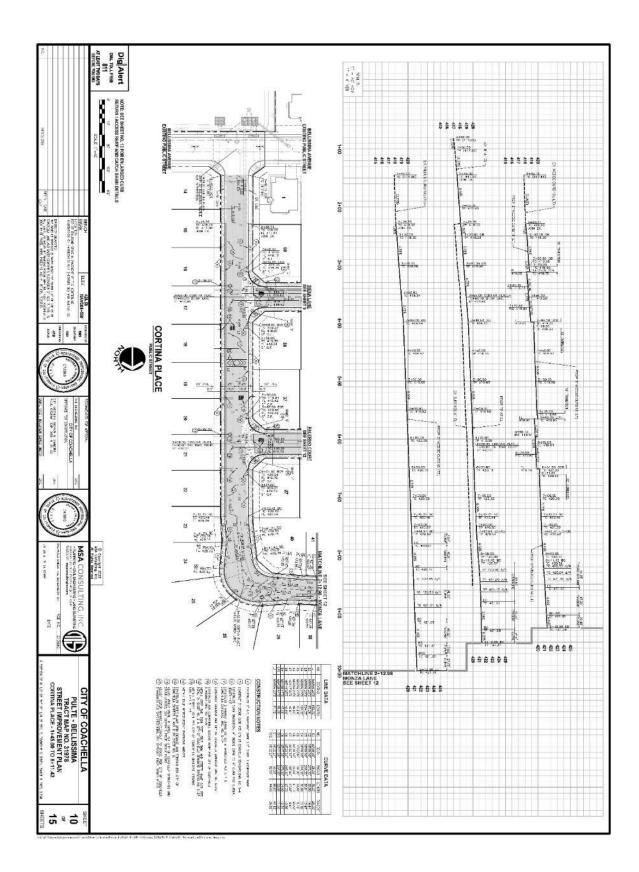


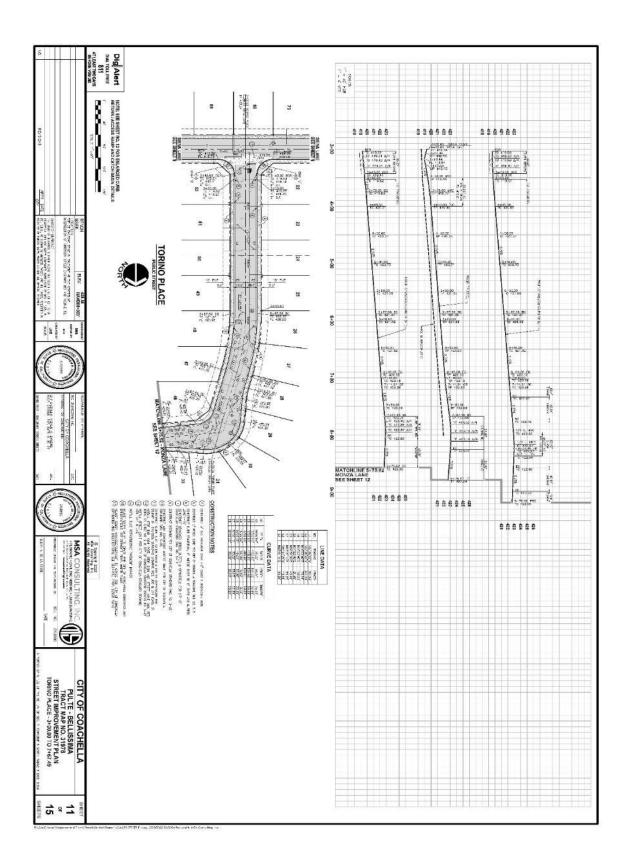


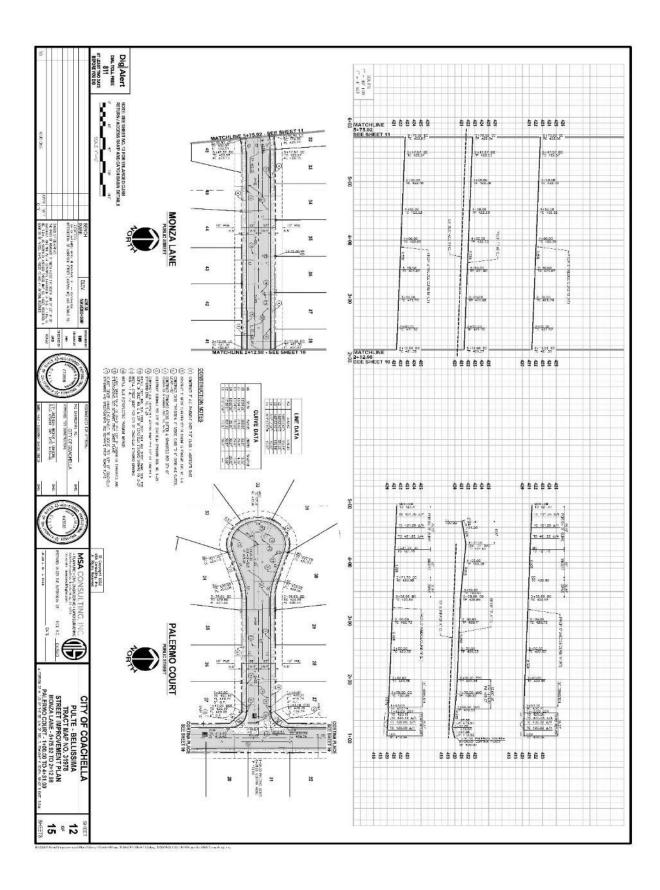


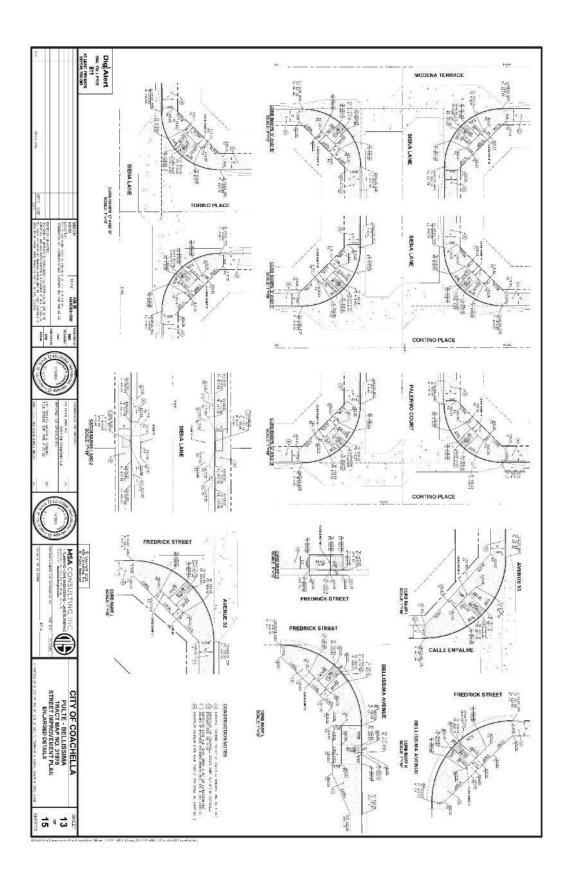


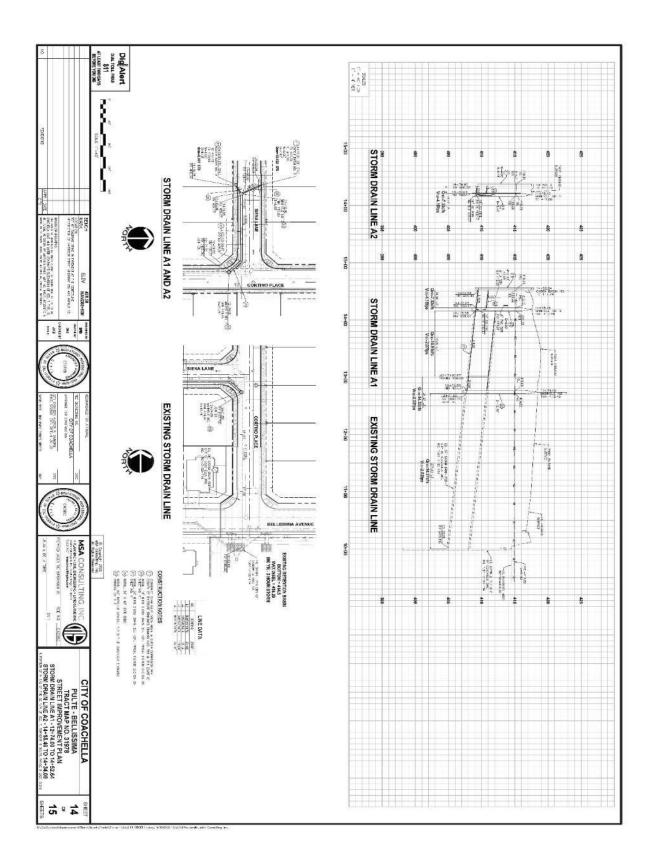


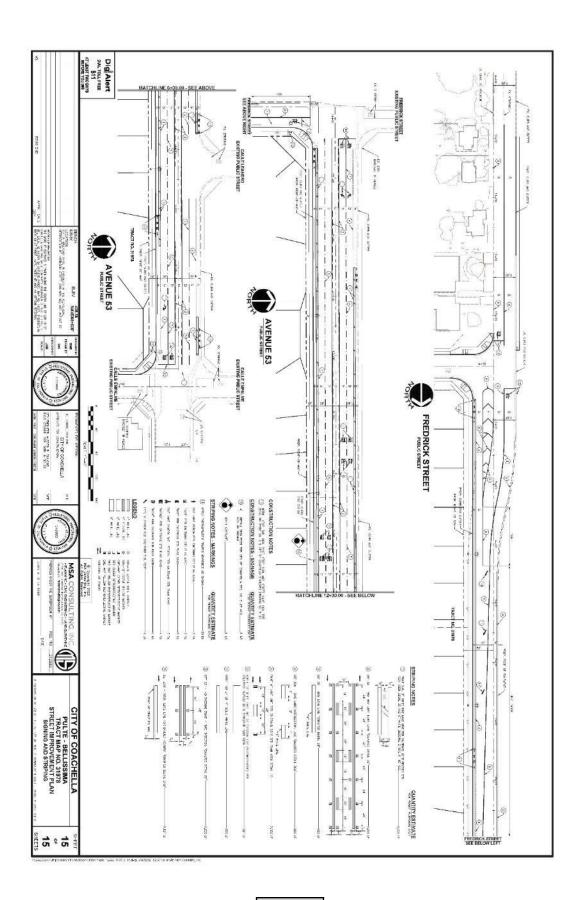


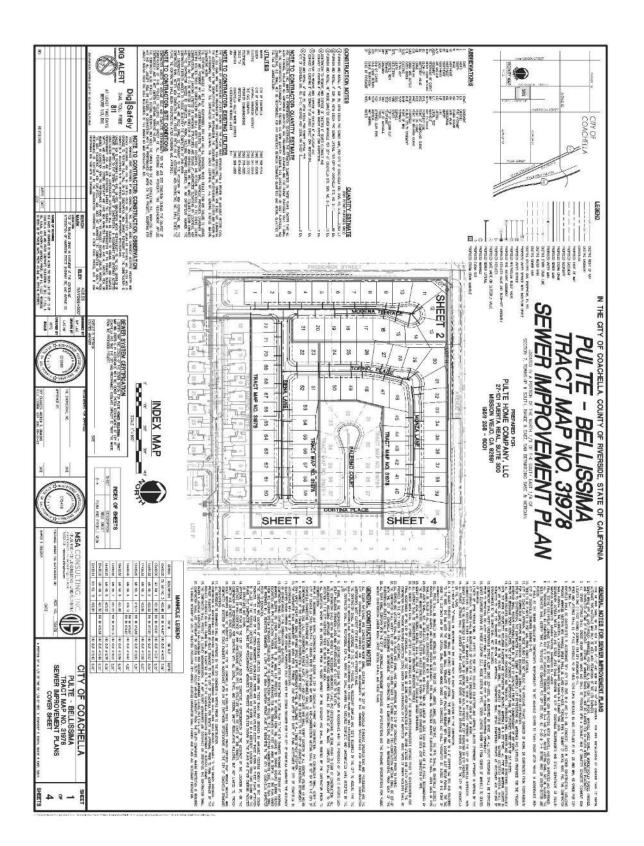


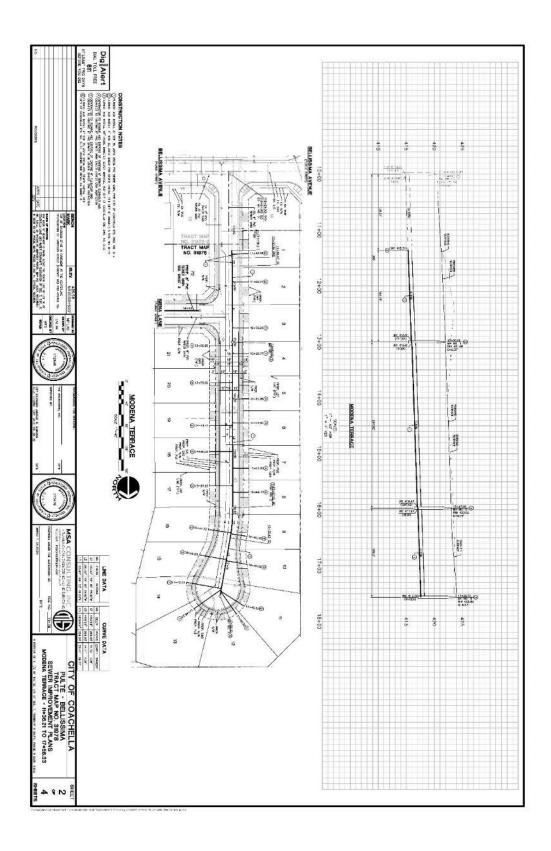


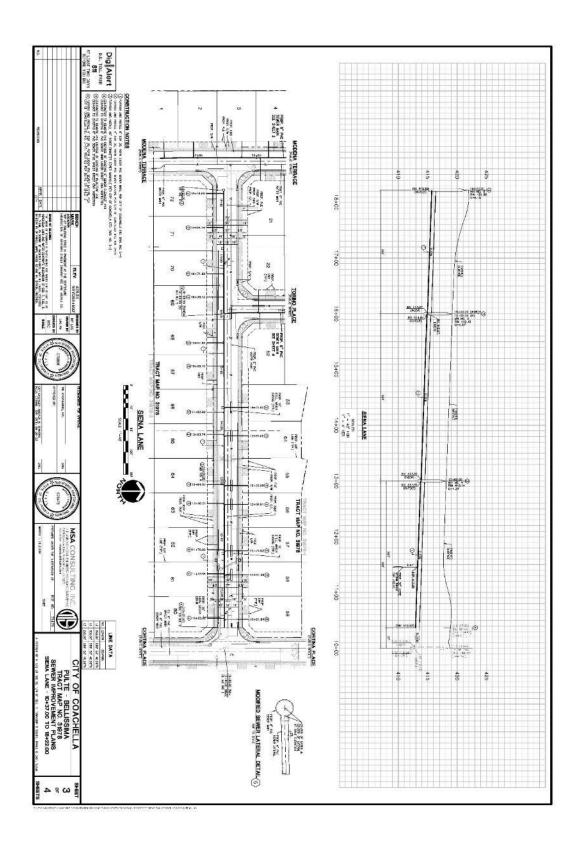


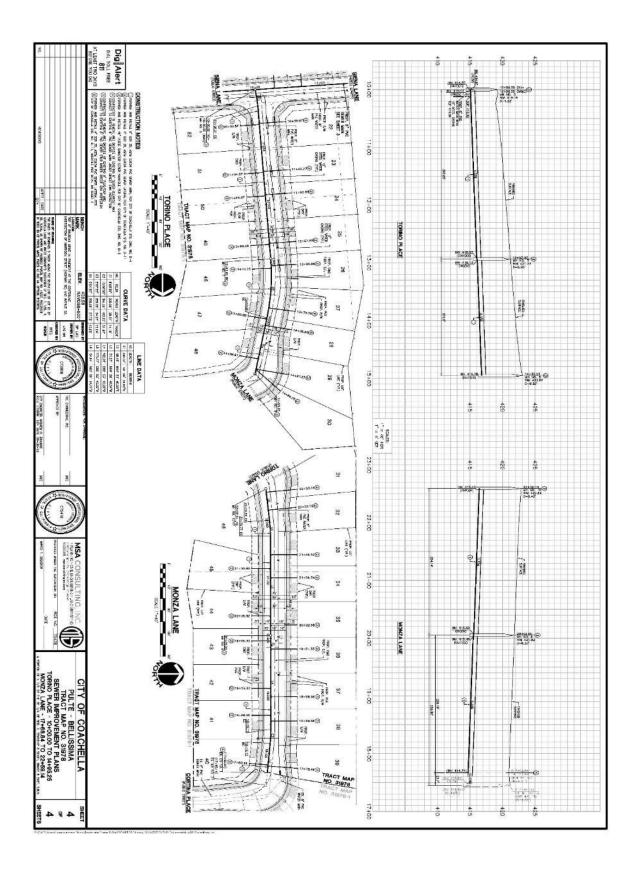


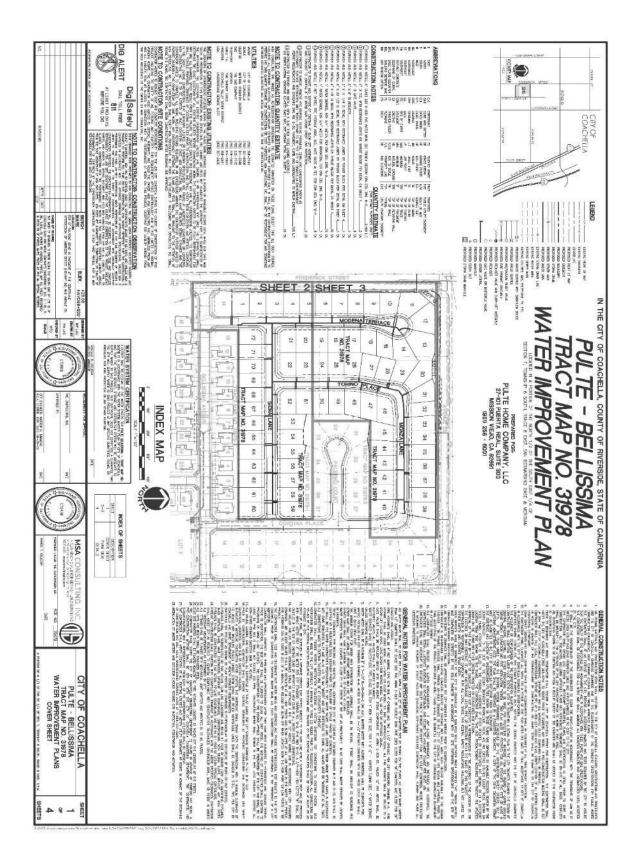


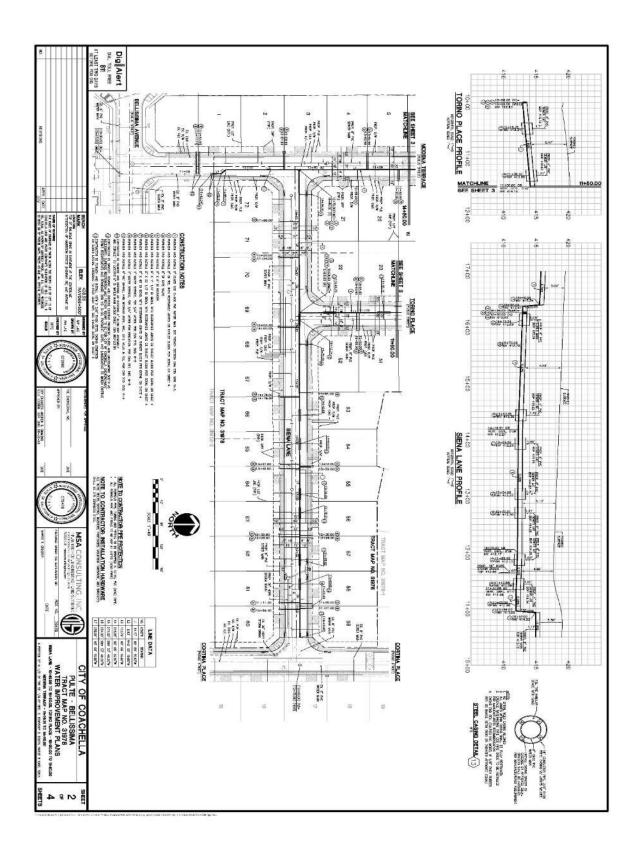


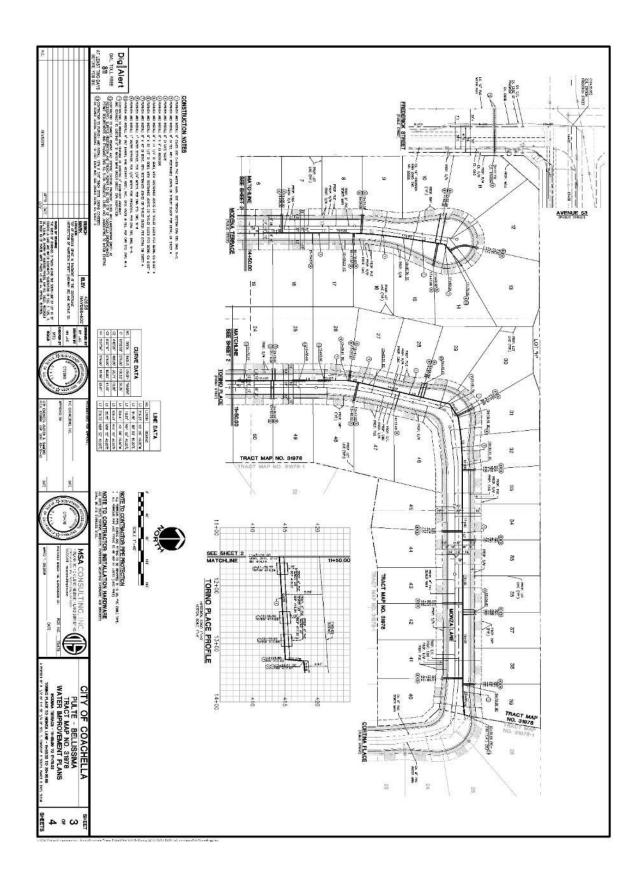


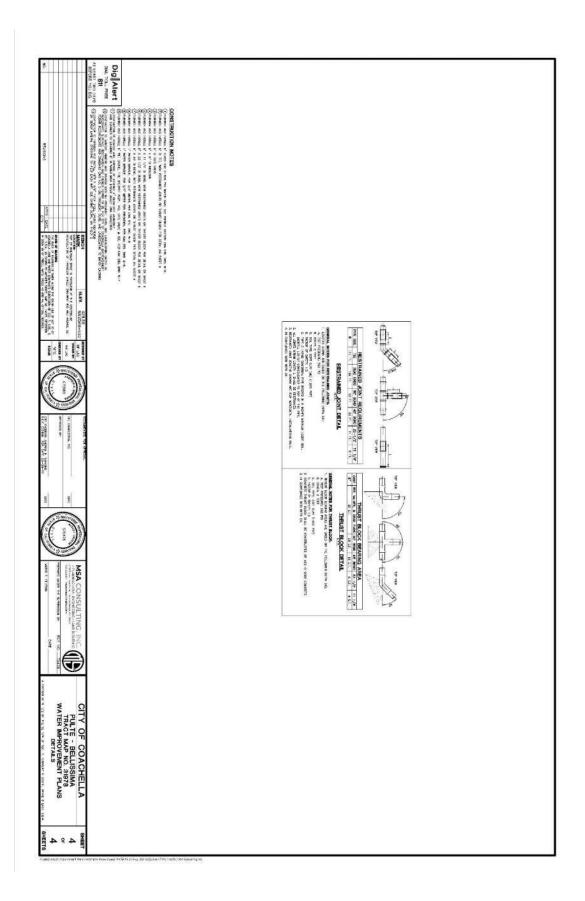


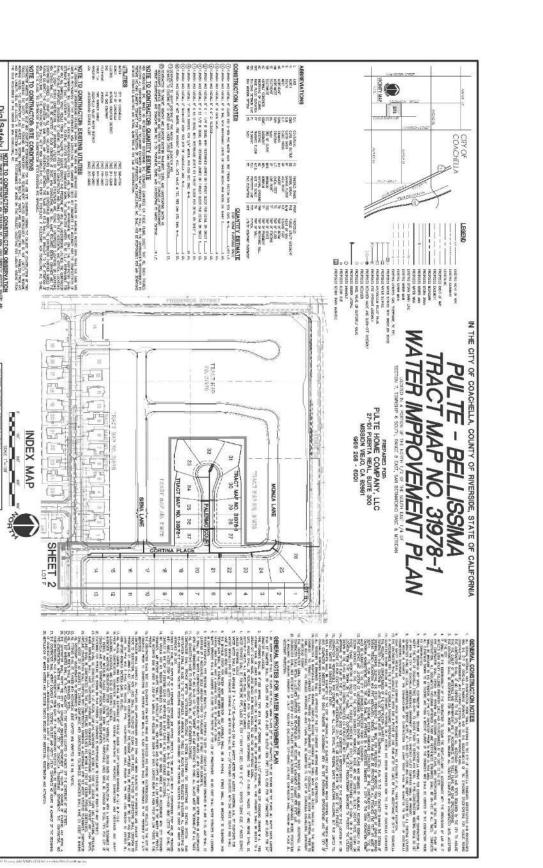












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CITY OF COACHELLA PULTE - BELLISSIMA TRACT MAP NO. 31978-1 WATER MPROVEMENT PLANS COVER SHEET

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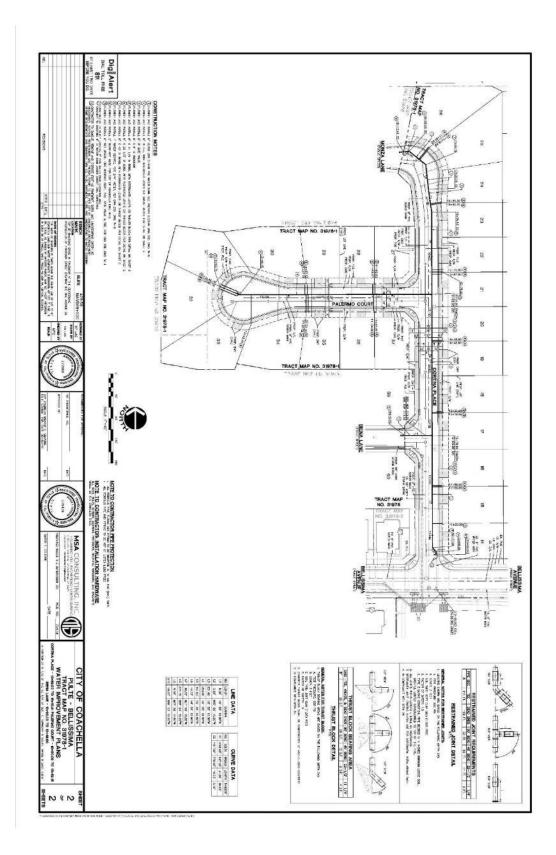
ANDER R. SHACKS

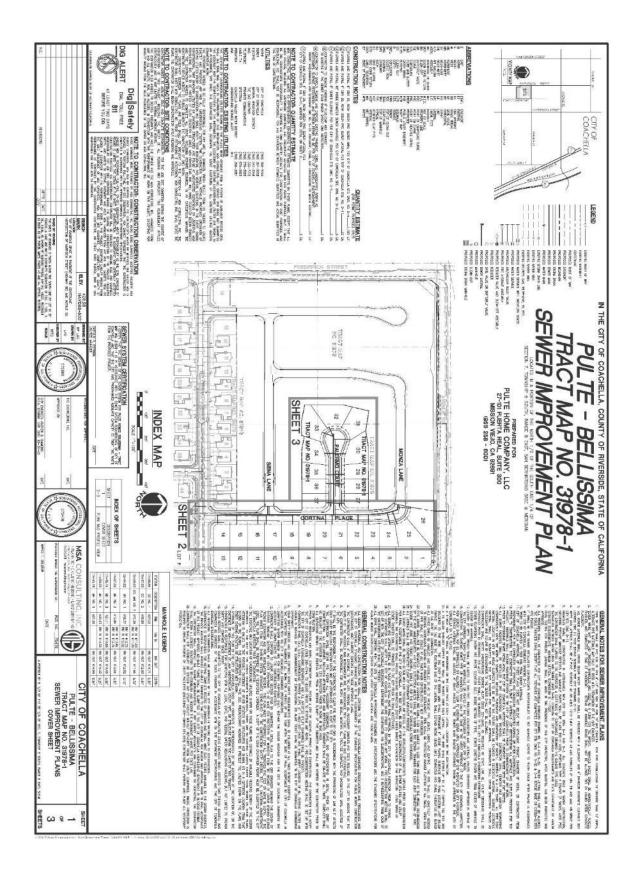
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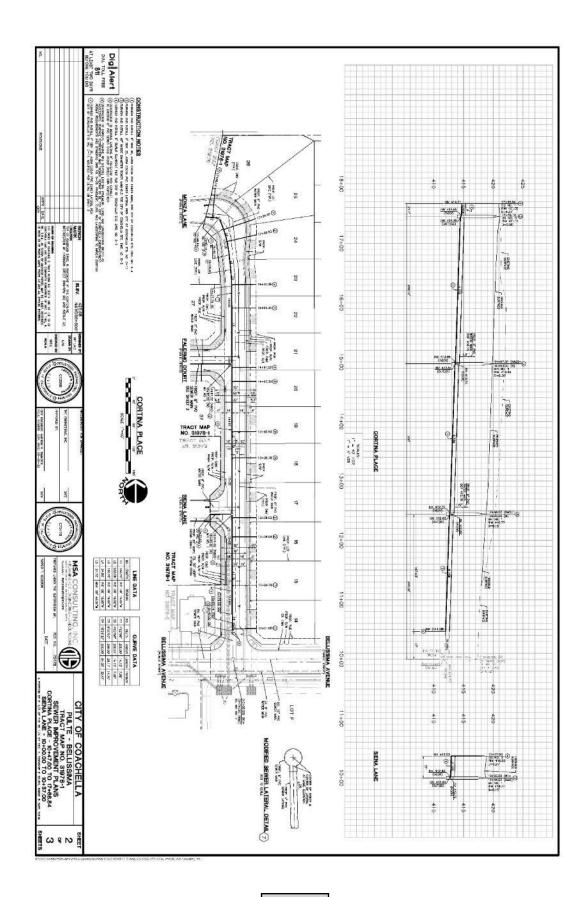
AT LEAST TWO DAYS

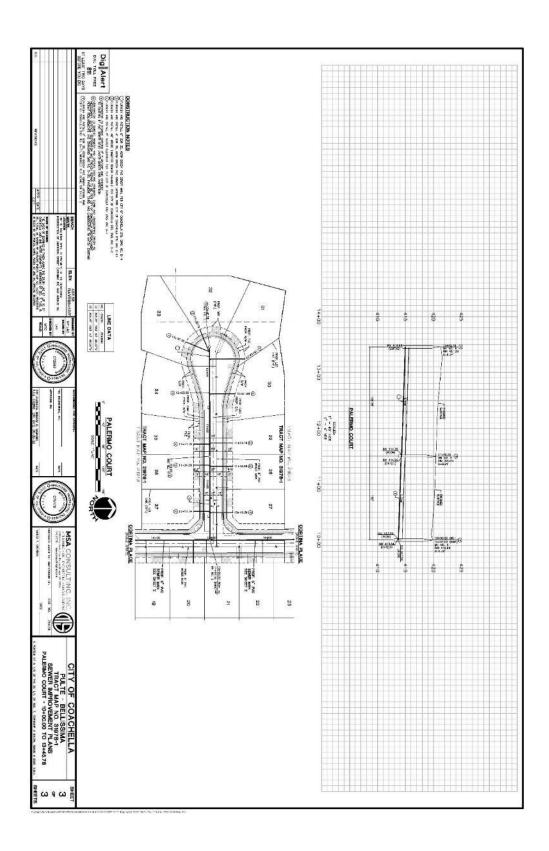
Item 9.

NUMBER OF STREET









### EXHIBIT "C"

# SURETY BONDS AND OTHER SECURITY

## TRACT NO. 31978 AND 31978-1

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

Material

Amount deposited per Cash Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_

BOND NO. \_\_\_\_\_ INITIAL PREMIUM: **\$3,403,864.59**\_\_\_\_ SUBJECT TO RENEWAL

Item 9.

BOND NO. \_\_\_\_\_ INITIAL PREMIUM: **\$1.701,932.20\_\_** SUBJECT TO RENEWAL

Item 9.



# STAFF REPORT 4/13/2022

To:Honorable Mayor and City Council MembersFROM:Andrew Simmons, P.E., City Engineer

**SUBJECT:** Resolution No. 2022-40, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37266

### **STAFF RECOMMENDATION:**

Approve Resolution No. 2022-40, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37266.

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

A final Parcel Map has been prepared by an appropriately licensed professional for Parcel Map No. 37266 in accordance with the approved modified Tentative Parcel Map 37266. On October 25, 2017, City Council approved Resolution 2017-70, approving Tentative Parcel Map 37266 for the subdivision of land into a common interest subdivision for industrial condominiums into 16 parcels. On February 13, 2019 City Council approved Resolution 2019-02, approving the modifications of Tentative Parcel Map 37266 Parcel Map 37266 to subdivide an approximately 20-acre parcel into two (2) industrial building lots and four (4) greenhouse structure lots located on 48-451 Harrison Street (APN #603-110-001). The map is consistent with the General Plan 2035.

Final Parcel Map No. 37266 is in compliance with the conditions of approval and is in accordance with the Subdivision Map Act of the State of California.

Staff recommends that the City Council Approve the Final Parcel Map 37266.

#### FISCAL IMPACT:

The approval of this Parcel Map will have no fiscal impact to the City of Coachella.

Attachments:

- 1. Resolution No 2022-40
- 2. Final Parcel Map 37266

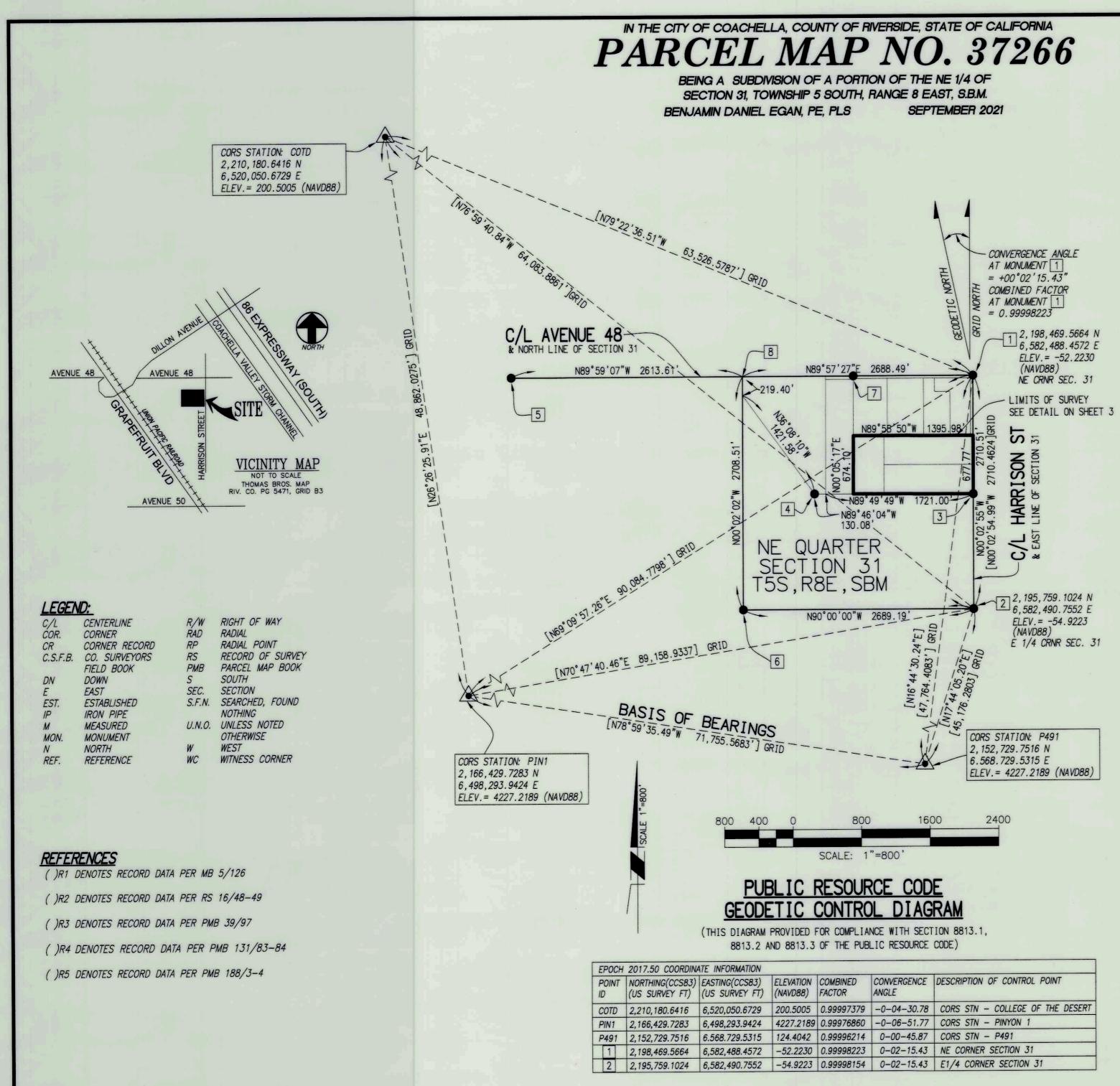
	IN THE CITY OF COACHELLA, COUNTY (	OF RIVERSIDE STATE OF CALIFORNIA	DECODERIO OTATENT SHEET 1 OF
OWNERS STATEMENT WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE			RECORDER'S STATEMENT SHEET 1 OF
SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS	PARCEL MA	P NU. 37200	FILED THIS DAY OF, 20 AT AM /
NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE	LOTS "I" AND "J" AS PER MAP OF A SUBL		IN BOOK OF PARCEL MAPS, AT PAGES, AT THE
BORDER LINES.	SOUTH, RANGE 8 EAST, SAN BERNARDINO I 126 OF MAPS, RECORDS (		REQUEST OF THE CITY CLERK OF THE CITY OF COACHELLA.
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:	BENJAMIN DANIEL EGAN, PE, PL		
TO THE CITY OF COACHELLA, IN BEHALF OF THE PUBLIC, LOT "A" AS SHOWN			NO
HEREON, FOR STREET AND PUBLIC UTILITY PURPOSES.	BENEFICIARY'S STATEMENT	TAX COLLECTOR'S CERTIFICATE	FEE
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:	IIP-CA 5 LP, A DELAWARE LIMITED PARTNERSHIP, BENEFICIARY UNDER A DEED OF	I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS	PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
THE PUBLIC UTILITY EASEMENTS OFFERED FOR DEDICATION HEREON.	TRUST TO SECURE INDEBTEDNESS RECORDED JUNE 25, 2021, AS DOC. #2021-0385064 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.	DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS	BY:, DEPUTY
WE HEREBY RESERVE TO OURSELVES, OUR SUCESSORS, ASSIGNEES AND PARCEL OWNERS		COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE	SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY
WITHIN THIS MAP THE ACCESS EASEMENT AND RETENTION BASIN AND STORM DRAIN	IIP-CA 5 LP, A DELAWARE LIMITED PARTNERSHIP	\$	
EASEMENTS SHOWN HEREON.	A DEEAWARE EIWITED TARTAERSHIT		SURVEYOR'S STATEMENT THIS MAP CONSISTING OF THREE (3) SHEETS WAS PREPARED BY ME OR UNDER MY
	BY: KWolfe Brian Wolfe, it's Vice President,	DATED:, 20 BY:, DEPUTY	SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMATION WITH THE
MB-26, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	BY:	MATTHEW JENNINGS COUNTY TAX COLLECTOR	REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DESERT ROCK DEVELOPMENT, LLC, IN SEPTEMBER, 2021.
	Consel	TAX BOND CERTIFICATE	I HEREBY STATE THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AN
BY: Michael Meade, its Manny, s. Mende	BY:	I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN	OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET WITHIN 1 YEAR OF MAP RECORDATION. SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE
SIGNATURE / PRINT NAME, TITLE AND DATE 2/25/22	SIGNATURE FRINT NAME, TITLE AND DATE	EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF	THE SURVEY TO BE RETRACED. THIS FINAL PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY
BY:		RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS	APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.
SIGNATURE PRINT NAME, TITLE AND DATE		TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS	AND COMPELIE AS SHOWN.
		BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.	DATED: FEBRUARY 17, 2022
		DATE:, 20 MATTHEW JENNINGS CASH TAX BOND COUNTY TAX COLLECTOR	
		CASH TAX BOND COUNTY TAX COLLECTOR	BENJAMIN DANIEL EGAN, PLS 8756
		BY:, DEPUTY	CC CC
NOTARY ACKNOWLEDGMENT	NOTARY ACKNOWLEDGMENT		CITY ENGINEER'S STATEMENT
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE	SIGNATURE OMISSIONS	I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 37260
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE	VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE	PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN	CONSISTING OF THREE (3) SHEETS; THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.	TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.	OMITTED:	APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.
STATE OF CALIFORNIA ) S.S COUNTY OF RIVERSIDE )	STATE OF CALIFORNIA ) S.S. COUNTY OF RIVERSIDE ) SAN DIEGO	NEVADA—CALIFORNIA ELECTRIC CORPORATION, HOLDER OF A RIGHT—OF—WAY AND EASEMENT FOR ELECTRICAL AND TELEPHONE FACILITIES AND INCIDENTAL PURPOSES.	PROFESSION
ON 726.25, 2022, BEFORE ME, Mary J; Burd A NOTARY	ON MONCH ), 2022, BEFORE ME, PROVIDE LOU A NOTARY	RECORDED NOVEMBER 09, 1901 IN BOOK 26 PAGE 127 OF DEEDS.	DATED:, 20,
PUBLIC, PERSONALLY APPEARED Michael Melade WHO PROVED TO ME ON	PUBLIC, PERSONALLY APPEARED	OSCAR WINFRED EHN AND VERA MARIE EHN, HUSBAND AND WIFE, HOLDERS OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES RESERVED IN DEEDS RECORDED	NO. 72868
THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON S WHOSE NAME & IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE /	ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE /	NOVEMBER 23, 1962 AS INSTRUMENT NO. 107927, AND RESERVED IN DEED	ANDREW R. SIMMONS, CITY ENGINEER
SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY IES, AND THAT BY HIS / HER / THEIR SIGNATURE ON THE INSTRUMENT, THE	SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY IES, AND THAT BY HIS / HER / THEIR SIGNATURE ON THE INSTRUMENT, THE	RECORDED DECEMBER 22, 1969 AS INSTRUMENT NO. 129787, AND RESERVED IN DEED RECORDED NOVEMBER 23, 1962 AS INSTRUMENT NO. 107929, ALL OF OFFICIAL	R.C.E. 72868, EXP. DATE: 6/30/2022
PERSON S OR THE ENTITY UPON BEHALF OF WHICH THE PERSON S ACTED, EXECUTED THE INSTRUMENT.	PERSON S OR THE ENTITY UPON BEHALF OF WHICH THE PERSON S ACTED, EXECUTED THE INSTRUMENT.	RECORDS.	OF CALIFORT
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE	I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE	OSCAR WINFRED EHN AND VERA MARIE EHN, HUSBAND AND WIFE, HOLDERS OF AN EASEMENT FOR ROADS AND INCIDENTAL PURPOSES RESERVED IN DEED RECORDED	CITY SURVEYOR'S STATEMENT I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO.
OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.	OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.	NOVEMBER 23, 1962 AS INSTRUMENT NO. 107931, OFFICIAL RECORDS.	37266 CONSISTING OF THREE (3) SHEETS AND I AM SATISFIED THAT SAID MAP I
WITNESS MY HAND: SIGNATURE	WITNESS MY HAND:		TECHNICALLY CORRECT.
NOTARY PUBLIC IN AND FOR SAID STATE	NOTARY PUBLIC IN AND FOR SAID STATE		DATED: 2022
MY COMMISSION EXPIRES 11-11-2025	MY COMMISSION EXPIRES 09/12/2023		
MY COMMISSION NUMBER 2378 529	MY COMMISSION NUMBER _ 2304389		NOEL OWSLEY, ACTING CITY SURVEYOR
MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY.	MY PRINCIPAL PLACE OF BUSINESS IS IN		NOEL OWSLEY, ACTING CITY SURVEYOR L.S. 6972, EXPIRES 09-30-2023
NOTARY ACKNOWLEDGMENT	NOTARY ACKNOWLEDGMENT	NOTARY ACKNOWLEDGMENT	OF CALIFOR
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE	CITY CLERKS STATEMENT
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.	DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.	DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.	I. ANDREA J. CARRANZA, DEPUTY CITY CLERK OF THE CITY OF COACHELLA, STATE
			OF CALIFORNIA, HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF SAID CITY AT ITS REGULAR MEETING HELD ON THE
STATE OF CALIFORNIA ) S.S COUNTY OF RIVERSIDE )	STATE OF CALIFORNIA ) S.S COUNTY OF RIVERSIDE )	STATE OF CALIFORNIA ) S.S COUNTY OF RIVERSIDE )	DAY OF, 20, AND THERE UPON SAID COUNCIL DID PASS BY
ON A NOTARY	ON, 20, BEFORE ME, A NOTARY	ON A NOTARY	AN ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 6646 (C) OF THE
PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON S WHOSE NAME S IS /	PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON S WHOSE NAME S IS /	PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON S WHOSE NAME S IS /	SUBDIVISION MAP ACT, AND ACCEPTED THE OFFERS OF DEDICATION FOR LOT "A" AND THE PUBLIC UTILITY EASEMENT(S), AS SHOWN HEREON.
ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY	ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY	ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY	AND THE FOREIG OTTETTY EXCEMENT(S), AS SHOWN HEREON.
IES, AND THAT BY HIS / HER / THEIR SIGNATURE ON THE INSTRUMENT, THE	IES, AND THAT BY HIS / HER / THEIR SIGNATURE ON THE INSTRUMENT, THE	IES, AND THAT BY HIS / HER / THEIR SIGNATURE ON THE INSTRUMENT, THE	
PERSON S OR THE ENTITY UPON BEHALF OF WHICH THE PERSON S ACTED, EXECUTED THE INSTRUMENT.	PERSON S OR THE ENTITY UPON BEHALF OF WHICH THE PERSON S ACTED, EXECUTED THE INSTRUMENT.	PERSON S OR THE ENTITY UPON BEHALF OF WHICH THE PERSON S ACTED, EXECUTED THE INSTRUMENT.	ANDREA J. CARRANZA DATE
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE	I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE	I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE	DEPUTY CITY CLERK OF THE CITY OF COACHELLA, CALIFORNIA
OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND:	OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND:	OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND:	
SIGNATURE	SIGNATURE	SIGNATURE	
NOTARY PUBLIC IN AND FOR SAID STATE	NOTARY PUBLIC IN AND FOR SAID STATE	NOTARY PUBLIC IN AND FOR SAID STATE	
MY COMMISSION EXPIRES	MY COMMISSION EXPIRES	MY COMMISSION EXPIRES	
MY COMMISSION NUMBER MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY.	MY COMMISSION NUMBER MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY.	MY COMMISSION NUMBER MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY.	
MIT FININGIFAL FLAGE OF BUSINESS IS IN COUNTI.			

NO. 8756 OF CALIF









ELEVATION	COMBINED	CONVERGENCE	DESCRIPTION OF CONTROL POINT
Contraction and a second state	FACTOR	ANGLE	
200.5005	0.99997379	-0-04-30.78	CORS STN - COLLEGE OF THE DESERT
4227.2189	0.99976860	-0-06-51.77	CORS STN - PINYON 1
124.4042	0.99996214	0-00-45.87	CORS STN - P491
-52.2230	0.99998223	0-02-15.43	NE CORNER SECTION 31
-54.9223	0.99998154	0-02-15.43	E1/4 CORNER SECTION 31

# NOTE: SEE SHEET 3 FOR BOUNDARY INFORMATION, LOT DETAILS AND EASEMENTS

# DATUM STATEMENT

### COORDINATES SHOWN HEREON ARE ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (EPOCH 2017.50), BASED LOCALLY UPON THE FOLLOWING CONTINUOUS GPS CONTROL STATIONS AS PUBLISHED BY THE SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (SOPAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC):

COTD N. 2,210,180.6416 E. 6,520,050.6729 PIN1 N. 2,166,429.7284 E. 6,498,293.9424

P491 N. 2,152,729.7516 E. 6,568,729.5315

THE PUBLISHED CSRC 2-SIGMA VALUES FOR STATIONS COTD, PIN1 AND P491 INDICATE THAT ALL THREE STATIONS CONFORM TO FGDC ACCURACY CLASSIFICATION OF 5-MILLIMETER AT THE 95% CONFIDENCE LEVEL.

COORDINATES DEPICTED ON THE PUBLIC RESOURCE CODE GEODETIC CONTROL DIAGRAM WERE DERIVED UTILIZING A COMBINATION OF STATIC AND FAST STATIC GPS PROCEDURES. STATIC GPS OBSERVATIONS WERE PERFORMED ON MAY 1, 2018 UTILIZING TWO SPECTRA PRECISION SP80 GPS RECEIVERS. VECTORS FOR THE BASE STATIONS WERE POST-PROCESSED TO CSRC STATIONS COTD, PIN1 AND P491 USING STARNET V9 SOFTWARE UTILIZING CCS83 ZONE 6 PROJECTION TABLES AS DEFINED IN SECTIONS 8802 AND 8808 OF THE CALIFORNIA PUBLIC RESOURCE CODE AND UTILIZING THE GEOID 12B GEOID MODEL AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY. FAST STATIC OBSERVATIONS WERE COLLECTED ON THE SAME DAY UTILIZING A SPECTRA PRECISION SP80 GPS RECEIVER COLLECTING A MINIMUM OF 360 EPOCHS AT 1 SECOND INTERVALS. FAST STATIC OBSERVATIONS WERE SUBSEQUENTLY PROCESSED UTILIZING THE POST-PROCESSED VECTORS OF THE AFOREMENTIONED BASE STATIONS UTILIZING THE SAME SOFTWARE, MODELS AND PROCEDURES OUTLINED ABOVE. ACCURACY OF THE EPOCH 2017.50 COORDINATES FOR FOUND MONUMENTS 1 AND 2 AS SHOWN ON THE "EPOCH 2017.50 COORDINATE INFORMATION" TABLE HEREON MEET FGDC ACCURACY CLASSIFICATION 2-CENTIMETER AT 95% CONFIDENCE LEVEL.

COORDINATES SHOWN HEREON ARE EXPRESSED IN TERMS OF THE US SURVEY FOOT AS DEFINED IN SECTION 8810 OF THE PUBLIC RESOURCES CODE. (ONE FOOT = 1200/3937 METERS).

UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE IN GROUND. TO CONVERT GRID INVERSE DISTANCES SHOWN HEREON TO GROUND DISTANCES, DIVIDE GRID DISTANCES BY A COMBINED FACTOR OF 0.99998223 TO OBTAIN GROUND DISTANCES.

CALCULATIONS FROM GRID TO GROUND VALUES AND THE CONVERGENCE ANGLE FOR THIS SURVEY WERE MADE AT POINT NUMBER 1 WITH COORDINATES OF N. 2,198,469.5664, E. 6,582,488.4572, USING AN ELEVATION OF -52.2230 FEET (NAVD88).

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (2017.50 EPOCH) AS PER GRID INVERSE CALCULATIONS BETWEEN CONTINUOSLY OPERATING REFERENCE (C.O.R.S.) STATIONS P491 AND PIN1 PER PUBLISHED VALUES PROVIDED BY THE SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (S.O.P.A.C.), BEING: NORTH 78° 59' 35.49" WEST.

### MONUMENT NOTES:

O INDICATES SET 1" IRON PIPE AND TAG STAMPED "LS 8756" FLUSH, UNLESS NOTED OTHERWISE.

- INDICATES MONUMENT FOUND, AS NOTED HEREON.
- ▲ INDICATES C.O.R.S. STATION
- 1 FOUND COPPERWELD MONUMENT, STAMPED "30/29/31/32", ACCEPTED AS NORTHEAST CORNER OF SECTION 31 IN LIEU OF 1" IRON PIPE PER R2.
- [2] FOUND 2" IRON PIPE, ACCEPTED AS EAST QUARTER CORNER OF SECTION 31 IN LIEU OF 1" IRON PIPE PER R2.
- 3 FOUND 1" IRON PIPE, ACCEPTED AS SE CORNER OF LOT "J" IN LIEU OF 3/4" IRON PIPE PER R3.
- 4 FOUND 1" IRON PIPE, TAG ILLEGIBLE, ACCEPTED AS CORNER OF LOT "E" PER R4 & R5
- 5 FOUND 2" IRON PIPE, ACCEPTED AS NW CORNER OF SECTION 31 IN LIEU OF 1" IRON PIPE PER R2.
- 6 FOUND 2" IRON PIPE, ACCEPTED AS CENTER CORNER OF SECTION 31 PER R2.
- 7 FOUND 1" IRON PIPE, ACCEPTED NW CORNER OF LOT "G" IN LEIU OF 2" PIPE PER R5.
- 8 FOUND NAIL 1 FOOT EAST OF CORNER, ACCEPTED AS REMAINING 1 FOOT TIE TO CORNER, ESTABLISHED POSITION FOR CORNER ON PROLONGATION 1 FOOT WEST, NOTHING SET.

# LEGAL DESCRIPTION:

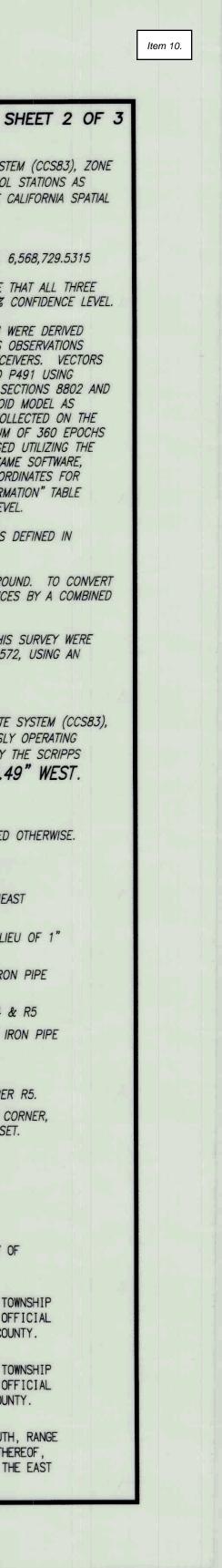
THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF COACHELLA AND DESCRIBED AS FOLLOWS:

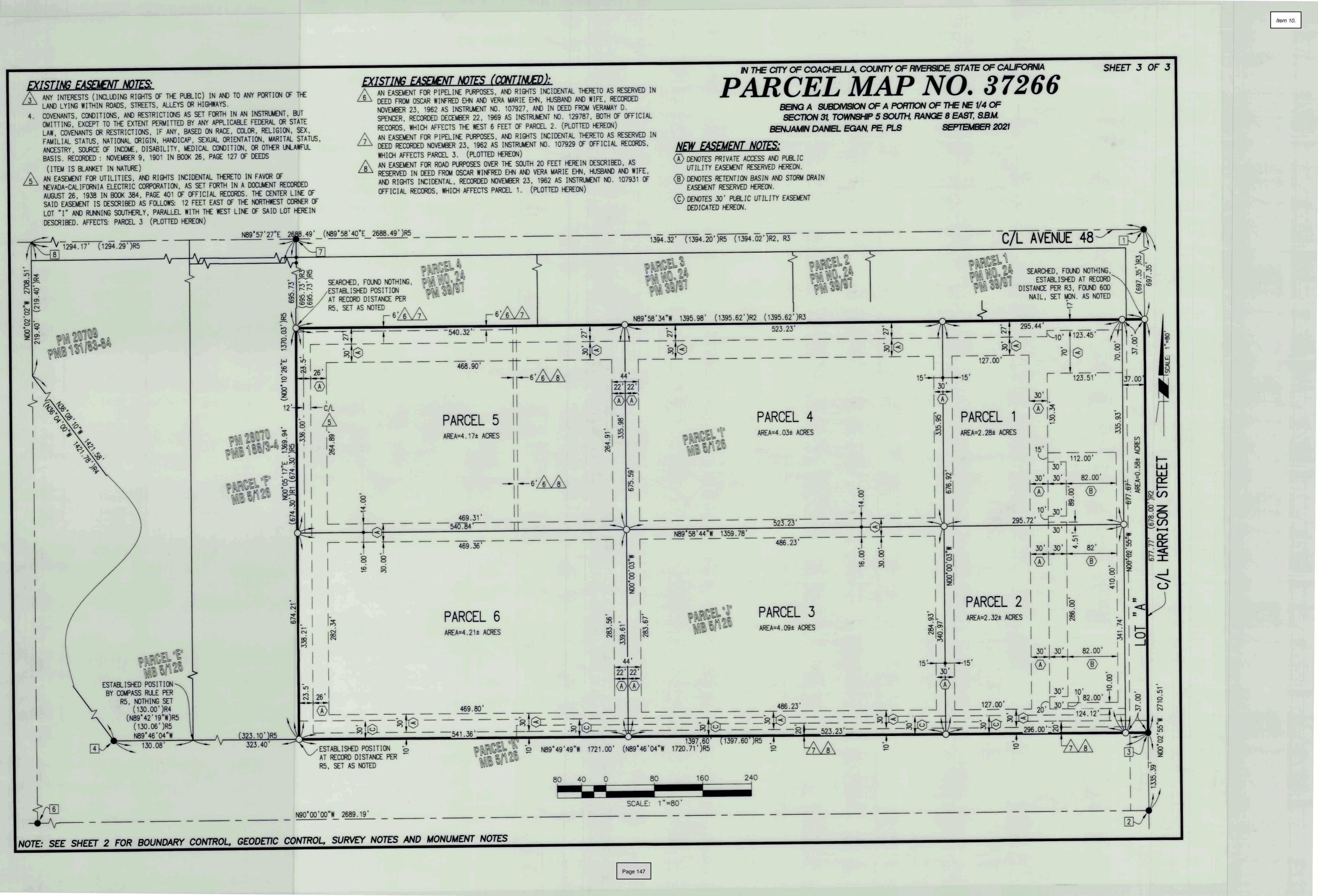
PARCEL 1:

THE EAST 1,040 FEET OF LOT "J" AS PER MAP OF A SUBDIVISION OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 5, PAGE 126 OF MAPS, RECORDS OF RIVERSIDE COUNTY. PARCEL 2:

THE EAST 1,040 FEET OF LOT "I" AS PER MAP OF A SUBDIVISION OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 5, PAGE126 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

PARCEL 3: LOTS "I" AND "J" AS PER MAP OF A SUBDIVISION OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 5, PAGE 126 OF MAPS, RECORDS OF RIVERSIDE COUNTY, EXCEPT THE EAST 1,040 FEET.





#### **RESOLUTION NO. 2022-40**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 37266

**WHEREAS,** A final Parcel Map has been prepared by an appropriately licensed professional as Parcel Map No. 37266, subdividing of those certain lands identified on the approved Tentative Parcel Map No. 37266; and

**WHEREAS,** as a requirement of the Subdivision Map Act of the State of California, as it existed at the time of the approval of Tentative Parcel Map No. 37266, that map complied with said requirements; and

**WHEREAS,** the City Council of the City of Coachella deems it is in the best interest of the citizens of the City of Coachella, California, that this division of land is consistent with the goals and policies of the General Plan.

**NOW, THEREFORE, BE IT RESOLVED,** that this City Council does hereby approve said Final Parcel Map No. 37266, subject to posting required securities acceptable to the City within 120 days of adoption of this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 13<sup>th</sup> day of April 2022.

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. 2022-40 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of April 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC Deputy City Clerk



### STAFF REPORT 4/13/2022

To:Honorable Mayor and City Council MembersFROM:Nathan Statham, Finance DirectorSUBJECT:Investment Report – November 2021

#### **STAFF RECOMMENDATION:**

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

#### **EXECUTIVE SUMMARY:**

On June 23, 2021, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current "Statement of Investment Policy".

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended November 30, 2021. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

#### FISCAL IMPACT:

None, this report is receive and file only.

		TDFACIDI	CITY OF COAC	CHELLA VESTMENT REPORT	י <u> </u>			
		IKLASUKI	As of November					
			Fiscal Year 202					
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	
	YIELD	10/31/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	11/30/2021	
CASH ON HAND								
Wells Fargo-General Checking	N/A	12,290,854.99	1,072,438.01	-	-	-	13,363,293.00	_
Wells Fargo-Road Maintenance	N/A	755,801.43	79,287.48	-	-	-	835,088.91	
Wells Fargo-Gas Tax	N/A	209,053.19	304,176.90	-	-	-	513,230.09	
Mechanics Bank - Payroll Acct	N/A	202,582.67	(30,065.00)	-	-	-	172,517.67	
Mechanics Bank-Gas Tax	N/A	121,156.21	(121,156.21)	-	-	-	-	
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00	
Total Cash on Hand		13,582,948.49	1,304,681.18		-	-	14,887,629.67	_
INVESTMENTS								
State of California - LAIF	0.20%	7,902,626.86	-	-	-	-	7,902,626.86	
Investment Management Acct	1.34%	20,370,345.48	5,160.59	-	-	-	20,375,506.07	
Total Investments		28,272,972.34	5,160.59	-	-	-	28,278,132.93	_
CASH WITH FISCAL AGENT								
Union Bank of California	varies	5,226,209.48	160,461.71	-	-	-	5,386,671.19	(1
Wells Fargo Bank, N.A.	varies	3.84	87,200.00	-	-	-	87,203.84	
Wilmington Trust, N. A.	0.00%	-	-	-	-	-	-	(
Total Cash with Fiscal Agent		5,226,213.32	247,661.71	•	-	-	5,473,875.03	_
Grand Total		47,082,134.15	1,557,503.48	-	-	-	48,639,637.63	
Completed By:		E. Stoddar	d					
Reviewed By:	Natha	an Statham-Final	nce Director					

Item 11.

							Item 11.						
	CITY OF COACHELLA TREASURER'S REPORT - INVESTMENT REPORT As of November 30, 2021												
			Fiscal Year 202	21-2022									
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF						
	YIELD	10/31/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	11/30/2021						
CASH WITH FISCAL AGENT													
UNION BANK OF CALIFORNIA													
COACHELLA WATER AUTHORITY													
CITY OF COACHELLA WATER: WATE	R REFUNDI	NG BONDS 2012 S	<u>ERIES</u>										
A/C #: 6712016201 Bond Fund	0.00%	0.18	-	-	-	-	0.18						
A/C #: 6712016202 Interest Account	0.00%	0.06	-	-	-	-	0.06						
A/C #: 6712016203 Principal Account	0.00%	0.21	-	-	-	-	0.21						
A/C #: 6712016204 Reserve Fund	0.00%	777,000.00	-	-	-	-	777,000.00						
COACHELLA FINANCING AUTHORITY													
Successor Agency to the Coachella R	edevelopme	nts Agency 2014 S	eries										
A/C #: 6712104701 Debt Service Fund	0.00%	0.47	-	-	-	-	0.47						
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-						
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-						
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50						
COACHELLA SANITARY DISTRICT													
WASTEWATER SERIES 2015A													
A/C #: 6712148601 Bond Fund	0.00%	0.06	-	-	-	-	0.06						
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-						
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-						
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00						
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-						
COACHELLA SANITARY DISTRICT: PI	ROJECT FU	ND 2011											
A/C #: 6711963500 Project Fund 2011	0.0100%	25,269.86	0.11	-	-	-	25,269.86						

			Fiscal Year 202	21-2022			
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OI
	YIELD	10/31/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	11/30/2021
ACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS 9	8 & 99: BON	DS 2013					
VC #: 6712071401 Interest Account	0.00%	0.30	-	-	-	-	0.3
VC #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-
VC #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
VC #: 6712071404 Reserve Account	0.00%	525,984.89	-	-	-	-	525,984.8
A TO COACHELLA RDA REFUNDING	BONDS SE	RIES 2016A & 201	<u>6B</u>				
VC #: 6712160601 Debt Service	0.00%	1.22	-	-	-	-	1.2
VC #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	2,147,669.03	-	-	-	-	2,147,669.0
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.00%	4.03	160,461.60	-	-	-	160,465.6
A/C #: 6712179802 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712179803 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.00%	612,331.26	-	-	-	-	612,331.2
A/C #: 6712179805 Project Fund	0.00%	160.41	-	-	-	-	160.4
TAL UNION BANK OF CALIFORNIA		5,226,209.48	160,461.71		-	-	5,386,671.0
ELLS FARGO BANK, N.A.							
GAS TAX BONDS SERIES 2019							
A/C #: 83925300 Debt Service Fund	0.00%	2.46	-	-	-	-	2.4
VC #: 83925301 Interest Account	0.00%	0.47	87,200.00	-	-	-	87,200.4
A/C #: 83925302 Principal Account	0.00%	0.91	-	-	-	-	0.9
A/C #: 83925304 Reserve Fund	0.00%	-	-	-	-	-	-
TAL WELLS FARGO BANK, N.A.		3.84	87,200.00	-	-	-	87,203.8

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CITY OF COACHELLA												
TREASURER'S REPORT - INVESTMENT REPORT												
As of November 30, 2021												
Fiscal Year 2021-2022												
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF					
	YIELD	10/31/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	11/30/2021					
VILMINGTON TRUST, N. A. <u>CITY OF COACHELLA TAXABLE PEI</u>		GATION BONDS										
A/C #: 144613-001 Interest Account	0.00%	-	-	-	-	-	-					
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-					
A/C #: 144613-003 Cost of Issuance	0.00%	-	-	-	-	-	-					
A/C #: 144613-004 Unfunded Liability	0.00%	-	-	-	-	-	-					

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TOTAL WILMINGTGON TRUST BANK, N.A.

TOTAL CASH WITH FISCAL AGENT

5,226,213.32 247,661.71

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5,473,875.03

#### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	) AA+	Ааа	07/02/18	07/05/18	491,968.75	2.74	1,982.32	512,509.60	527,637.50
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	185,000.00	) AA+	Ааа	02/08/19	02/12/19	178,185.35	2.44	472.66	182,808.29	187,832.81
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828592	140,000.00	) AA+	Ааа	04/02/19	04/04/19	134,071.88	2.28	584.92	137,721.11	141,859.37
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	) AA+	Ааа	03/06/19	03/08/19	358,591.60	2.52	431.49	356,497.02	370,198.44
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	) AA+	Ааа	01/07/19	01/09/19	451,770.31	2.52	26.85	456,640.85	474,303.15
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00	) AA+	Ааа	01/30/19	01/31/19	70,207.81	2.56	768.95	70,087.99	72,931.25
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	655,000.00	) AA+	Ааа	06/03/19	06/05/19	657,967.97	1.90	1,121.82	656,459.96	675,468.75
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	125,000.00	) AA+	Ааа	08/01/19	08/05/19	126,933.59	1.80	887.82	126,032.59	129,492.19
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	165,000.00	) AA+	Ааа	09/03/19	09/05/19	169,299.02	1.33	786.26	167,368.94	169,872.65
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	295,000.00	) AA+	Ааа	10/01/19	10/03/19	303,815.43	1.50	1,067.75	299,997.34	305,924.20
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	195,000.00	) AA+	Ааа	01/11/21	01/12/21	203,630.27	0.33	250.48	201,621.93	198,778.13
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	425,000.00	) AA+	Ааа	01/03/20	01/07/20	434,844.73	1.63	24.81	431,025.70	441,070.31
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	580,000.00	) AA+	Ааа	12/02/19	12/04/19	591,917.19	1.69	33.86	587,158.16	601,931.25
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	) AA+	Ааа	03/02/20	03/04/20	137,205.86	0.85	763.04	134,668.47	134,468.75



### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note	00011	i ui	itating	itating	Date	Dute	0001				Faiwe
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	555,000.00	AA+	Ааа	08/02/21	08/06/21	548,799.61	0.53	352.62	549,287.80	539,217.19
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	195.88	452,706.17	446,775.00
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	87.78	401,646.65	397,443.75
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	2.16	204,760.26	204,290.63
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Ааа	04/05/21	04/07/21	185,494.92	0.89	298.17	186,115.05	184,715.62
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Ааа	01/11/21	01/12/21	347,867.19	0.50	549.25	348,246.96	340,265.63
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Ааа	02/04/21	02/08/21	282,063.87	0.47	2,237.31	277,657.43	271,096.88
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Ааа	02/26/21	02/26/21	264,410.16	0.80	338.42	265,273.48	262,153.13
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Ааа	07/02/21	07/07/21	465,871.09	0.80	595.36	466,675.13	461,195.31
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	AA+	Ааа	03/05/21	03/09/21	305,676.95	0.79	393.92	306,312.20	302,346.88
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	420,000.00	AA+	Aaa	06/02/21	06/04/21	419,081.25	0.79	8.65	419,172.02	413,175.00
Security Type Sub-Total		8,205,000.00					8,187,927.54	1.38	14,262.55	8,198,451.10	8,254,443.77
Supra-National Agency Bond / Not	e										
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Ааа	11/17/20	11/24/20	149,677.50	0.32	7.29	149,787.06	148,719.90
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Ааа	09/15/21	09/23/21	299,778.00	0.52	283.33	299,791.98	296,384.40



### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note	2										
Security Type Sub-Total		450,000.00					449,455.50	0.46	290.62	449,579.04	445,104.30
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	760.00	191,768.76	196,653.80
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	94.17	200,000.00	198,340.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	33.96	135,000.00	132,872.40
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	209.67	40,211.49	40,002.80
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	576.58	110,000.00	110,007.70
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Ааа	10/30/20	11/10/20	80,000.00	0.77	206.13	80,000.00	79,151.20
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	A+	A2	01/22/21	02/04/21	40,000.00	1.05	174.50	40,000.00	39,551.60
Security Type Sub-Total		795,000.00					799,084.70	1.05	2,055.01	796,980.25	796,579.50
Federal Agency Commercial Mortga	ge-Backed Se	curity									
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	44,155.35	AA+	Ааа	05/16/19	05/21/19	44,431.32	2.54	102.70	44,164.30	44,235.55
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	93,443.73	AA+	Ааа	04/02/19	04/05/19	93,677.34	2.63	211.49	93,480.61	93,996.90
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	92,597.08	AA+	Ааа	04/04/18	04/09/18	93,385.60	2.88	238.44	92,718.74	93,582.76
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	AA+	Ааа	09/04/19	09/09/19	101,476.56	1.78	192.25	100,339.46	101,030.74



### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description			S&P	、 Moody's	Trade	Settle	Original	ΥТМ	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Federal Agency Commercial Mortga	age-Backed Sec	urity									
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	93,147.86	AA+	Aaa	12/13/19	12/18/19	97,674.27	2.14	259.73	95,568.83	97,585.07
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	113,488.02	115,966.17
Security Type Sub-Total		533,344.02					546,093.53	2.28	1,285.29	539,759.96	546,397.19
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	255,000.00	AA+	Aaa	05/20/20	05/22/20	254,232.45	0.35	15.94	254,623.59	254,456.09
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	AA+	Ааа	01/07/19	01/09/19	503,510.00	2.58	6,187.50	501,222.66	517,939.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	175,000.00	AA+	Aaa	06/24/20	06/26/20	174,489.00	0.35	188.37	174,733.07	174,521.03
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	280,000.00	AA+	Aaa	07/08/20	07/10/20	279,398.00	0.32	274.17	279,677.83	279,035.68
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	124.62	184,891.56	184,219.49
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	2,081.98	329,751.13	343,783.44
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	121.53	249,739.95	248,662.75
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	3,081.56	192,329.14	200,586.42
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	130.56	199,331.05	196,918.80
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	176.04	259,636.47	257,050.30
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	243.75	361,280.52	355,915.80



#### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	12.50	199,578.61	198,058.40
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Ааа	07/02/20	07/07/20	175,201.25	0.48	398.61	175,144.20	171,745.18
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	512.50	225,795.74	220,815.22
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	694.72	304,552.10	299,327.31
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	250.52	184,329.23	180,901.51
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Ааа	08/25/20	08/27/20	194,087.40	0.47	195.00	194,318.05	190,429.20
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Ааа	10/21/20	10/22/20	417,727.80	0.49	420.00	418,248.30	410,155.20
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Ааа	09/23/20	09/25/20	284,142.15	0.44	201.88	284,345.33	277,973.33
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	61.67	184,477.36	181,044.15
Security Type Sub-Total		5,160,000.00					5,160,663.69	0.94	15,373.42	5,158,005.89	5,143,538.30
Corporate Note											
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	240,000.00	AA+	Aa1	01/07/19	01/09/19	236,438.40	3.01	1,866.67	239,778.78	240,551.28
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	185,000.00	A-	A3	04/03/18	04/05/18	181,564.55	3.25	847.92	184,714.69	186,155.51
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AO9	275,000.00	A-	A2	03/01/18	03/05/18	268,545.75	3.00	1,122.92	273,825.80	279,504.23

#### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note		i di	Racing	Rating	Bute	Bate	COSt	ut cost	Interest	COSt	Value
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A+	A2	01/22/20	02/03/20	99,863.00	1.75	566.67	99,946.53	101,307.90
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	1,619.22	261,426.14	271,538.80
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	25,000.00	BBB+	A1	04/19/21	04/22/21	25,000.00	0.73	28.43	25,000.00	24,923.58
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	75,000.00	BBB+	A1	04/20/21	04/22/21	75,094.50	0.69	85.28	75,064.94	74,770.72
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	27.31	114,863.20	113,658.18
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,075.50	364,091.62	377,175.60
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	156.45	115,000.00	114,419.48
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	124.88	150,000.00	148,941.30
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	1,553.25	200,416.83	199,580.94
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	324.00	60,397.83	61,042.68
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	486.00	90,596.74	91,564.02
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,534.41	301,995.12	299,386.06

PFM Asset Management LLC

#### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note		-									
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	40.88	50,000.00	49,691.90
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	44.96	55,124.66	54,661.09
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	126.56	147,722.34	144,401.40
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	A-	A2	05/24/21	06/01/21	115,000.00	0.82	473.80	115,000.00	113,693.37
JPMORGAN CHASE & CO CORPORATE NOTES DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A2	08/03/21	08/10/21	50,000.00	0.77	118.40	50,000.00	49,218.85
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	27.00	71,355.66	70,360.70
Security Type Sub-Total		3,012,000.00					3,052,860.18	1.75	15,250.51	3,046,320.88	3,066,547.59
Certificate of Deposit											
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	155,000.00	A-1	P-1	07/10/20	07/14/20	155,000.00	0.70	440.03	155,000.00	155,371.07
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	A-1+	P-1	08/27/19	08/29/19	280,000.00	1.84	1,395.72	280,000.00	283,109.96
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A-1	P-1	08/29/19	09/03/19	295,000.00	1.85	1,478.44	295,000.00	298,298.40
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	AA-	Aa2	12/05/19	12/06/19	145,000.00	2.03	1,495.43	145,000.00	147,317.83
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	155,000.00	A+	A1	03/19/21	03/23/21	155,000.00	0.59	642.69	155,000.00	155,248.31

PFM Asset Management LLC

#### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

Security Type/Description			S&P	Moody's	Trade	Settle	Original	ΥТМ	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Security Type Sub-Total		1,030,000.00	)				1,030,000.00	1.51	5,452.31	1,030,000.00	1,039,345.57
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	27,573.13	B AAA	NR	02/19/19	02/27/19	27,572.39	2.83	28.18	27,572.89	27,764.58
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	21,573.27	7 AAA	NR	04/03/19	04/10/19	21,570.43	2.66	25.50	21,572.23	21,694.96
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	40,879.68	3 NR	Aaa	05/21/19	05/29/19	40,878.15	2.52	28.62	40,879.10	41,209.07
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	49,558.52	2 AAA	Aaa	02/05/19	02/13/19	49,549.49	2.91	64.10	49,555.21	50,002.87
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	16,667.09	) NR	Aaa	02/05/19	02/13/19	16,665.08	2.91	21.56	16,666.31	16,770.82
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	39,426.93	3 NR	Aaa	02/05/19	02/13/19	39,420.96	2.90	50.82	39,424.54	39,755.97
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	37,300.34	AAA	Aaa	05/21/19	05/30/19	37,292.78	2.51	41.61	37,297.03	37,577.11
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	47,197.62	2 NR	Aaa	05/21/19	05/28/19	47,186.95	2.51	52.44	47,192.95	47,610.67
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	98,507.34	I NR	Aaa	02/19/20	02/26/20	98,488.03	1.61	44.05	98,496.23	99,293.60
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	129,884.21	AAA	Aaa	02/04/20	02/12/20	129,874.83	1.66	95.83	129,878.80	130,858.65
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	98,066.97	7 AAA	NR	01/14/20	01/22/20	98,047.73	1.89	82.38	98,055.03	99,031.70
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	) NR	Aaa	02/17/21	02/24/21	54,998.99	0.27	4.13	54,999.18	54,815.44
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	) AAA	NR	04/20/21	04/28/21	44,995.27	0.38	7.60	44,995.91	44,745.52
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	) AAA	NR	01/20/21	01/27/21	29,994.07	0.34	4.53	29,995.09	29,836.72

PFM Asset Management LLC

### **Managed Account Detail of Securities Held**

For the Month Ending November 30, 2021

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

				•	- /						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	AAA	Ааа	09/21/21	09/27/21	69,994.42	0.43	13.38	69,994.65	69,410.01
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	143140AC8	65,000.00	AAA	NR	04/13/21	04/21/21	64,985.99	0.52	15.02	64,987.77	64,663.10
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	AAA	NR	11/09/21	11/17/21	34,992.19	0.75	10.07	34,992.26	34,880.20
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Ааа	09/20/21	09/27/21	54,988.22	0.58	14.18	54,988.64	54,187.18
Security Type Sub-Total		961,635.10	)				961,495.97	1.55	604.00	961,543.82	964,108.17
Managed Account Sub-Total		20,146,979.12					20,187,581.11	1.33	54,573.71	20,180,640.94	20,256,064.39
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl Cl		119,441.68	AAAm	NR			119,441.68		0.00	119,441.68	119,441.68
Liquid Sub-Total		119,441.68	1				119,441.68		0.00	119,441.68	119,441.68
Securities Sub-Total		\$20,266,420.80					\$20,307,022.79	1.33%	\$54,573.71	\$20,300,082.62	\$20,375,506.07
Accrued Interest											\$54,573.71
Total Investments											\$20,430,079.78

### **Managed Account Security Transactions & Interest**

For the Month Ending November 30, 2021

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

	ion Type			<b>B</b> -1	Principal	Accrued	<b>T</b> . I . I	Realized G/L	Realized G/L	Sale
Trade BUY	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
11/02/21	11/03/21	US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	(204,659.77)	(335.66)	(204,995.43)			
11/09/21	11/17/21	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	(34,992.19)	0.00	(34,992.19)			
Transacti	on Type Sul	b-Total		245,000.00	(239,651.96)	(335.66)	(239,987.62)			
INTER	EST									
11/01/21	11/01/21	CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	105,000.00	0.00	506.44	506.44			
11/01/21	11/01/21	MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	0.00	565.00	565.00			
11/01/21	11/25/21	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.69	280.69			
11/01/21	11/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	0.00	192.25	192.25			
11/01/21	11/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	95,730.10	0.00	216.67	216.67			
11/01/21	11/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	92,759.35	0.00	238.86	238.86			
11/01/21	11/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	93,329.05	0.00	260.22	260.22			
11/01/21	11/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	75,372.27	0.00	175.30	175.30			
11/07/21	11/07/21	FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	0.00	462.50	462.50			
11/12/21	11/12/21	AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	0.00	258.75	258.75			
11/13/21	11/13/21	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	0.00	270.00	270.00			
11/15/21	11/15/21	US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	0.00	4,881.25	4,881.25			
11/15/21	11/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	52,142.40	0.00	108.63	108.63			



#### **Managed Account Security Transactions & Interest**

For the Month Ending November 30, 2021

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

Transact	ion Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTER	EST									
11/15/21	11/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	55,733.39	0.00	135.15	135.15			
11/15/21	11/15/21	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	143140AC8	65,000.00	0.00	28.17	28.17			
11/15/21	11/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	42,023.45	0.00	87.90	87.90			
11/15/21	11/15/21	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	0.00	14.25	14.25			
11/15/21	11/15/21	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	0.00	8.50	8.50			
11/15/21	11/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	25,622.91	0.00	56.80	56.80			
11/15/21	11/15/21	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	0.00	26.58	26.58			
11/15/21	11/15/21	OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	0.00	382.05	382.05			
11/15/21	11/15/21	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	0.00	25.08	25.08			
11/15/21	11/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	0.00	157.50	157.50			
11/15/21	11/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	44,684.35	0.00	107.99	107.99			
11/15/21	11/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	19,370.97	0.00	46.97	46.97			
11/15/21	11/15/21	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	139,823.95	0.00	193.42	193.42			
11/18/21	11/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	32,121.93	0.00	75.75	75.75			
11/21/21	11/21/21	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	0.00	12.38	12.38			
11/21/21	11/21/21	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	0.00	140.88	140.88			
11/21/21	11/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	45,993.27	0.00	96.59	96.59			

PFM Asset Management LLC

#### **Managed Account Security Transactions & Interest**

For the Month Ending November 30, 2021

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

Transact					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTER	EST									
11/22/21	11/22/21	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	255,000.00	0.00	318.75	318.75			
11/22/21	11/22/21	GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	0.00	2,531.25	2,531.25			
11/24/21	11/24/21	INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	0.00	187.50	187.50			
11/28/21	11/28/21	FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	0.00	750.00	750.00			
11/30/21	11/30/21	US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	1,005,000.00	0.00	10,678.13	10,678.13			
11/30/21	11/30/21	US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	420,000.00	0.00	1,575.00	1,575.00			
11/30/21	11/30/21	US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	0.00	393.75	393.75			
11/30/21	11/30/21	US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	0.00	4,887.50	4,887.50			
Transacti	on Type Sul	o-Total		5,551,707.39	0.00	31,334.40	31,334.40			
PAYDO	WNS									
11/01/21	11/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	181.19	181.19	0.00	181.19	(8.80)	0.00	
11/01/21	11/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	2,286.37	2,286.37	0.00	2,286.37	(5.72)	0.00	
11/01/21	11/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	162.27	162.27	0.00	162.27	(1.38)	0.00	
11/01/21	11/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	31,216.92	31,216.92	0.00	31,216.92	(195.11)	0.00	
11/15/21	11/15/21	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	9,939.74	9,939.74	0.00	9,939.74	0.72	0.00	
11/15/21	11/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	5,257.42	5,257.42	0.00	5,257.42	0.80	0.00	
11/15/21	11/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	6,174.87	6,174.87	0.00	6,174.87	1.12	0.00	



#### **Managed Account Security Transactions & Interest**

For the Month Ending November 30, 2021

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

				- (	/					
Transact Trade	ion Type Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Metho
PAYDO	WNS									
11/15/21	11/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	2,703.88	2,703.88	0.00	2,703.88	0.33	0.00	
11/15/21	11/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	4,944.78	4,944.78	0.00	4,944.78	1.12	0.00	
11/15/21	11/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	4,723.11	4,723.11	0.00	4,723.11	0.96	0.00	
11/15/21	11/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	1,933.03	1,933.03	0.00	1,933.03	0.38	0.00	
11/15/21	11/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	4,049.64	4,049.64	0.00	4,049.64	0.53	0.00	
11/18/21	11/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	4,548.80	4,548.80	0.00	4,548.80	0.12	0.00	
11/21/21	11/21/21	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	6,492.66	6,492.66	0.00	6,492.66	1.27	0.00	
11/21/21	11/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	5,113.59	5,113.59	0.00	5,113.59	0.19	0.00	
Transacti	on Type Su	b-Total		89,728.27	89,728.27	0.00	89,728.27	(203.47)	0.00	
SELL										
11/15/21	11/17/21	US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	25,000.00	25,442.38	129.59	25,571.97	1,635.74	774.71	FIFO
Transacti	on Type Su	b-Total		25,000.00	25,442.38	129.59	25,571.97	1,635.74	774.71	
Managed	Account Su	b-Total			(124,481.31)	31,128.33	(93,352.98)	1,432.27	774.71	
Total Sec	urity Transa	actions			(\$124,481.31)	\$31,128.33	(\$93,352.98)	\$1,432.27	\$774.71	



### STAFF REPORT 4/13/2022

To:Honorable Mayor and City Council MembersFROM:Nathan Statham, Finance DirectorSUBJECT:Investment Report – December 2021

#### **STAFF RECOMMENDATION:**

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

#### **EXECUTIVE SUMMARY:**

On June 23, 2021, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current "Statement of Investment Policy".

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended December 31, 2021. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

#### FISCAL IMPACT:

None, this report is receive and file only.

			CITY OF COAC					
		TREASUR	ER'S REPORT - IN As of December	VESTMENT REPORT				
			Fiscal Year 202					
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	
	YIELD	11/30/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	12/31/2021	
CASH ON HAND								
Wells Fargo-General Checking	N/A	13,363,293.00	(337,987.76)	-	-	-	13,025,305.24	
Wells Fargo-Road Maintenance	N/A	835,088.91	76,457.51	-	-	-	911,546.42	
Wells Fargo-Gas Tax	N/A	513,230.09	87,527.98	-	-	-	600,758.07	
Mechanics Bank - Payroll Acct	N/A	172,517.67	10,237.20	-	-	-	182,754.87	
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00	
Total Cash on Hand		14,887,629.67	(163,765.07)	-	-	-	14,723,864.60	-
INVESTMENTS								
State of California - LAIF	0.21%	7,902,626.86	(1,489.79)	-	-	-	7,901,137.07	
Investment Management Acct	1.28%	20,375,506.07	-	(219,591.08)	-	-	20,155,914.99	
Total Investments		28,278,132.93	(1,489.79)	(219,591.08)	-	-	28,057,052.06	-
CASH WITH FISCAL AGENT								
Union Bank of California	varies	5,386,671.19	0.11	(160,465.21)	-	-	5,226,206.09	1
Wells Fargo Bank, N.A.	5.83%	87,203.84	0.31	(87,199.85)	-	-	4.30	2
Wilmington Trust, N. A.	0.03%	-	196,626.13	0.42	-	-	196,626.55	3
Total Cash with Fiscal Agent		5,473,875.03	196,626.55	(247,664.64)	-	-	5,422,836.94	-
Grand Total		48,639,637.63	31,371.69	(467,255.72)	-	-	48,203,753.60	
Completed By:		E. Stoddai	rd					
Reviewed By:	Natha	an Statham-Fina	nce Director					

Item 12.

								Item 12.
		TREASURI	CITY OF COAC ER'S REPORT - IN As of December Fiscal Year 202	VESTMENT REPORT 31, 2021	Γ		Y	
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS	OF
	YIELD	11/30/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	12/31/202	1
CASH WITH FISCAL AGENT								
UNION BANK OF CALIFORNIA								
COACHELLA WATER AUTHORITY								
CITY OF COACHELLA WATER: WATE	R REFUNDI	NG BONDS 2012 S	SERIES					
A/C #: 6712016201 Bond Fund	0.00%	0.18	-	-	-	-	C	0.18
A/C #: 6712016202 Interest Account	0.00%	0.06	-	-	-	-	C	0.06
A/C #: 6712016203 Principal Account	0.00%	0.21	-	-	-	-	C	).21
A/C #: 6712016204 Reserve Fund	0.00%	777,000.00	-	-	-	-	777,000	0.00
COACHELLA FINANCING AUTHORITY								
Successor Agency to the Coachella R	edevelopme	nts Agency 2014	<u>Series</u>					
A/C #: 6712104701 Debt Service Fund	0.00%	0.47	-	-	-	-	C	).47
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-		-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-		-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612	2.50
COACHELLA SANITARY DISTRICT								
WASTEWATER SERIES 2015A								
A/C #: 6712148601 Bond Fund	0.00%	0.06	-	-	-	-	C	0.06
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-		-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-		-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175	5.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-		-
COACHELLA SANITARY DISTRICT: P	ROJECT FU	ND 2011						
A/C #: 6711963500 Project Fund 2011	0.0100%	25,269.97	0.11	-	-	-	25,270	0.08

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			CITY OF COAC				
		TREASURI		VESTMENT REPORT	Ľ		
			As of December				
			Fiscal Year 202				
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF
	YIELD	11/30/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	12/31/2021
OACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS	98 & 99: BOI	NDS 2013					
A/C #: 6712071401 Interest Account	0.00%	0.30	-	-	-	-	0.30
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	525,984.89	-	-	-	-	525,984.89
<u>SA TO COACHELLA RDA REFUNDIN</u>	G BONDS SI	ERIES 2016A & 20	<u>16B</u>				
A/C #: 6712160601 Debt Service	0.00%	1.22	-	-	-	-	1.22
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	2,147,669.03	-	-	-	-	2,147,669.03
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0420%	160,465.63	(160,465.63)	0.42	-	-	0.42
A/C #: 6712179802 Interest Account	0.0420%	-	160,465.63	(160,465.63)	-	-	-
A/C #: 6712179803 Principal Account	0.0420%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0420%	612,331.26	-	-	-	-	612,331.26
A/C #: 6712179805 Project Fund	0.0420%	160.41	-	-	-	-	160.41
OTAL UNION BANK OF CALIFORNIA		5,386,671.19	0.11	(160,465.21)	-	-	5,226,206.09
/ELLS FARGO BANK, N.A.							
GAS TAX BONDS SERIES 2019							
A/C #: 83925300 Debt Service Fund	0.0150%	2.46	-	0.15	-	_	2.61
A/C #: 83925301 Interest Account	0.0150%	87,200.47	0.31	(87,200.00)	-	-	0.78
A/C #: 83925302 Principal Account	0.0150%	0.91	-		-	-	0.91
A/C #: 83925304 Reserve Fund	0.0150%	-	-	-	-	-	-
OTAL WELLS FARGO BANK, N.A.		87,203.84	0.31	(87,199.85)	-	-	4.30
			Page 173				
			Fage 173	·			3/17

		TREASURI	CITY OF COAC ER'S REPORT - IN As of December Fiscal Year 202	VESTMENT REPORT 31, 2021	٢		
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF
	YIELD	11/30/2021	(WITHDRAWALS)	CHANGE IN VALUE	INTEREST	PRINCIPAL	12/31/2021

# WILMINGTON TRUST, N. A.

TOTAL CASH WITH FISCAL AGENT		5,473,875.03	196,626.55	(247,664.64)	_	_	5,422,836.94
TOTAL WILMINGTGON TRUST BANK, N.	۹.	-	196,626.13	0.42	-	-	196,626.55
A/C #: 144613-004 Unfunded Liability	0.00%	-	-	-	-	-	-
A/C #: 144613-003 Cost of Issuance	0.00%		-	-	-	-	-
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 144613-001 Interest Account	0.03%	-	196,626.13	0.42	-	-	196,626.55

Item 12.

#### **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	185,000.00	AA+	Ааа	02/08/19	02/12/19	178,185.35	2.44	709.00	182,948.37	187,225.77
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828592	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	732.34	137,837.49	141,400.00
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	1,267.51	356,432.03	368,367.95
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	859.34	456,783.69	472,290.65
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	5.08	70,084.40	72,603.13
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	655,000.00	AA+	Ааа	06/03/19	06/05/19	657,967.97	1.90	2,243.65	656,408.58	672,705.44
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	1,111.58	125,999.69	128,964.85
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	165,000.00	AA+	Ааа	09/03/19	09/05/19	169,299.02	1.33	1,051.19	167,295.80	169,150.77
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	295,000.00	AA+	Ааа	10/01/19	10/03/19	303,815.43	1.50	1,601.63	299,847.52	304,587.50
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	195,000.00	AA+	Ааа	01/11/21	01/12/21	203,630.27	0.33	500.97	201,429.18	198,046.88
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	425,000.00	AA+	Ааа	01/03/20	01/07/20	434,844.73	1.63	793.95	430,855.11	439,078.13
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	580,000.00	AA+	Ааа	12/02/19	12/04/19	591,917.19	1.69	1,083.52	586,955.51	599,212.50
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	982.07	134,544.99	133,879.69
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	471.44	549,417.15	537,569.56



### **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note	CUSIP	Fai	Katiliy	Kating	Date	Date	COSC		Interest	COST	Value
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Ааа	09/07/21	09/09/21	452,273.44	0.67	293.82	452,867.79	445,337.50
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Ааа	10/04/21	10/06/21	401,319.53	0.78	175.55	401,827.74	396,226.54
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Ааа	11/02/21	11/03/21	204,659.77	1.01	69.23	204,871.51	203,634.38
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Ааа	04/05/21	04/07/21	185,494.92	0.89	1.97	186,195.83	184,121.87
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Ааа	01/11/21	01/12/21	347,867.19	0.50	3.62	348,283.41	339,171.88
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Ааа	02/04/21	02/08/21	282,063.87	0.47	2,801.19	277,195.95	269,622.67
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Ааа	02/26/21	02/26/21	264,410.16	0.80	423.71	265,369.75	261,225.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Ааа	07/02/21	07/07/21	465,871.09	0.80	745.41	466,844.69	459,562.50
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	AA+	Ааа	03/05/21	03/09/21	305,676.95	0.79	526.66	306,385.96	301,135.92
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	630,000.00	AA+	Ааа	12/03/21	12/07/21	613,019.53	1.15	1,070.30	613,294.47	611,985.91
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	420,000.00	AA+	Ааа	06/02/21	06/04/21	419,081.25	0.79	276.92	419,187.65	411,403.10
Security Type Sub-Total		8,315,000.00					8,308,978.32	1.28	19,801.65	8,299,164.26	8,308,510.09
Supra-National Agency Bond / Not	e										
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Ааа	11/17/20	11/24/20	149,677.50	0.32	38.54	149,796.19	148,612.20
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	408.33	299,798.26	296,163.60



### **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note		i di	Racing	Racing	Date	Date	COSC		Interest	COSt	Value
Security Type Sub-Total		450,000.00	)				449,455.50	0.46	446.87	449,594.45	444,775.80
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	) AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	1,140.00	191,686.80	195,825.40
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA (	Aa2	07/24/20	08/06/20	200,000.00	0.57	188.33	200,000.00	197,714.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	) AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	97.64	135,000.00	132,484.95
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA (	Aa3	09/03/20	09/16/20	40,282.80	1.11	251.60	40,206.48	39,836.80
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA (	Aa3	09/03/20	09/16/20	110,000.00	1.26	691.90	110,000.00	109,551.20
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	) AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	257.67	80,000.00	78,608.80
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	) A+	A2	01/22/21	02/04/21	40,000.00	1.05	209.40	40,000.00	39,413.60
Security Type Sub-Total		795,000.00	)				799,084.70	1.05	2,836.54	796,893.28	793,434.75
Federal Agency Commercial Mortga	ge-Backed Se	curity									
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	3,673.02	2 AA+	Ааа	05/16/19	05/21/19	3,695.98	2.54	8.54	3,673.02	3,673.02
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	78,845.28	3 AA+	Aaa	04/02/19	04/05/19	79,042.39	2.63	178.45	78,871.09	79,161.57
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	85,510.67	7 AA+	Ааа	04/04/18	04/09/18	86,238.84	2.88	220.19	85,608.68	86,252.24
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	) AA+	Ааа	09/04/19	09/09/19	101,476.56	1.78	192.25	100,296.15	100,775.06



#### **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Dar	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortga			Racing	Rating	Date	Date	COSt	at cost	Interest	COSC	Value
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	92,607.06	AA+	Aaa	12/13/19	12/18/19	97,107.19	2.14	258.22	94,923.09	96,488.20
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	113,389.36	115,529.82
Security Type Sub-Total		470,636.03					483,009.40	2.24	1,138.33	476,761.39	481,879.91
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	255,000.00	AA+	Ааа	05/20/20	05/22/20	254,232.45	0.35	69.06	254,645.31	253,930.53
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	AA+	Ааа	01/07/19	01/09/19	503,510.00	2.58	458.33	501,155.57	515,806.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	175,000.00	AA+	Aaa	06/24/20	06/26/20	174,489.00	0.35	6.08	174,747.53	174,139.18
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	280,000.00	AA+	Aaa	07/08/20	07/10/20	279,398.00	0.32	332.50	279,694.88	278,460.28
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Ааа	08/19/20	08/21/20	184,811.30	0.28	163.16	184,896.89	183,811.01
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	2,872.60	329,763.00	342,137.40
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	173.61	249,752.18	248,078.50
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	409.69	192,231.17	199,525.27
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	213.89	199,347.91	196,349.40
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Ааа	04/22/20	04/24/20	259,464.40	0.67	311.46	259,645.58	256,274.46
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	431.25	361,248.45	354,841.56



#### **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Ааа	06/05/20	06/09/20	199,400.00	0.81	137.50	199,588.86	197,540.00
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	34.03	175,140.74	171,463.08
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Ааа	10/01/20	10/05/20	226,055.25	0.40	43.75	225,776.68	220,452.52
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Ааа	06/17/20	06/19/20	304,368.65	0.54	59.30	304,562.83	298,835.65
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Ааа	07/21/20	07/23/20	184,078.70	0.48	308.33	184,344.89	180,135.98
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Ааа	08/25/20	08/27/20	194,087.40	0.47	255.94	194,333.56	189,671.04
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Ааа	10/21/20	10/22/20	417,727.80	0.49	551.25	418,288.14	408,522.24
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Ааа	09/23/20	09/25/20	284,142.15	0.44	290.94	284,359.90	276,947.04
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	138.75	184,488.64	180,130.25
Security Type Sub-Total		5,160,000.00					5,160,663.69	0.94	7,261.42	5,158,012.71	5,127,051.39
Corporate Note											
APPLE INC CORP NOTES (CALLED, OMD 1/9/22 DTD 02/09/2017 2.500% 01/09/2022	037833CM0	240,000.00	AA+	Aaa	01/07/19	01/09/19	236,438.40	3.02	2,366.67	239,974.00	240,071.04
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	185,000.00	A-	A3	04/03/18	04/05/18	181,564.55	3.25	1,271.88	184,787.79	185,691.35
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AO9	275,000.00	A-	A2	03/01/18	03/05/18	268,545.75	3.00	1,684.38	273,945.54	278,946.80

PFM Asset Management LLC

#### **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note			_	-							
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A+	A2	01/22/20	02/03/20	99,863.00	1.75	708.33	99,950.41	101,101.70
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	2,258.39	261,371.29	270,832.12
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	25,000.00	BBB+	A1	04/19/21	04/22/21	25,000.00	0.73	43.66	25,000.00	24,913.20
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	75,000.00	BBB+	A1	04/20/21	04/22/21	75,094.50	0.69	130.97	75,060.84	74,739.60
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	70.44	114,867.95	113,802.74
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,930.50	363,837.94	376,117.92
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	219.03	115,000.00	114,408.90
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	226.13	150,000.00	149,012.25
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00	AAA	Ааа	03/15/21	03/17/21	202,921.90	0.92	1,980.75	200,117.00	198,490.53
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	414.00	60,387.29	60,897.48
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	621.00	90,580.93	91,346.22
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,964.62	301,804.90	298,756.53

PFM Asset Management LLC

# **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note			5	5							
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	81.75	50,000.00	49,548.20
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	89.93	55,121.56	54,503.02
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	548.44	147,387.83	143,691.57
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	A-	A2	05/24/21	06/01/21	115,000.00	0.82	78.97	115,000.00	113,627.02
JPMORGAN CHASE & CO CORPORATE NOTES DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A2	08/03/21	08/10/21	50,000.00	0.77	150.40	50,000.00	49,221.20
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	72.00	71,369.51	70,094.74
Security Type Sub-Total		3,012,000.00					3,052,860.18	1.75	19,912.24	3,045,564.78	3,059,814.13
Certificate of Deposit											
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	155,000.00	A-1	P-1	07/10/20	07/14/20	155,000.00	0.70	533.46	155,000.00	155,290.16
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	A-1+	P-1	08/27/19	08/29/19	280,000.00	1.84	1,841.78	280,000.00	282,686.60
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A-1	P-1	08/29/19	09/03/19	295,000.00	1.85	1,950.93	295,000.00	297,849.41
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	A-1+	P-1	12/05/19	12/06/19	145,000.00	2.03	246.50	145,000.00	147,061.76
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	155,000.00	A+	A1	03/19/21	03/23/21	155,000.00	0.59	721.44	155,000.00	154,965.59

PFM Asset Management LLC

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# **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		1,030,000.00	)				1,030,000.00	1.51	5,294.11	1,030,000.00	1,037,853.52
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	23,217.73	B AAA	NR	02/19/19	02/27/19	23,217.11	2.83	23.73	23,217.54	23,355.41
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	17,892.56	ΑΑΑ	NR	04/03/19	04/10/19	17,890.20	2.66	21.15	17,891.74	17,970.72
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	35,919.27	'NR	Aaa	05/21/19	05/29/19	35,917.93	2.52	25.14	35,918.79	36,176.05
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	43,335.66	ΑΑΑ	Aaa	02/05/19	02/13/19	43,327.76	2.91	56.05	43,332.92	43,693.45
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	14,136.02	2 NR	Aaa	02/05/19	02/13/19	14,134.32	2.91	18.28	14,135.39	14,207.24
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	34,219.09	) NR	Aaa	02/05/19	02/13/19	34,213.91	2.90	44.10	34,217.11	34,435.57
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	32,714.53	B AAA	Aaa	05/21/19	05/30/19	32,707.90	2.51	36.49	32,711.75	32,922.37
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	42,223.05	5 NR	Aaa	05/21/19	05/28/19	42,213.50	2.51	46.91	42,219.05	42,515.90
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	91,520.23	8 NR	Aaa	02/19/20	02/26/20	91,502.29	1.61	40.93	91,510.27	92,085.22
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	119,953.56	6 AAA	Aaa	02/04/20	02/12/20	119,944.90	1.66	88.50	119,948.74	120,795.60
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	92,012.21	. AAA	NR	01/14/20	01/22/20	91,994.16	1.89	77.29	92,001.32	92,863.98
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	) NR	Aaa	02/17/21	02/24/21	54,998.99	0.27	4.13	54,999.20	54,630.49
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	AAA	NR	04/20/21	04/28/21	44,995.27	0.38	7.60	44,996.00	44,558.75
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	AAA	NR	01/20/21	01/27/21	29,994.07	0.34	4.53	29,995.20	29,743.96

PFM Asset Management LLC

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Item 12.

# **Managed Account Detail of Securities Held**

For the Month Ending December 31, 2021

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

				(							
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	0 AAA	Aaa	09/21/21	09/27/21	69,994.42	0.43	13.38	69,994.76	69,270.93
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	143140AC8	65,000.00	D AAA	NR	04/13/21	04/21/21	64,985.99	0.52	15.02	64,988.02	64,447.14
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	D AAA	NR	11/09/21	11/17/21	34,992.19	0.75	11.51	34,992.40	34,767.95
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	0 AAA	Ааа	09/20/21	09/27/21	54,988.22	0.58	14.18	54,988.84	54,154.69
Security Type Sub-Total		902,143.91	1				902,013.13	1.50	548.92	902,059.04	902,595.40
Managed Account Sub-Total		20,134,779.94	4				20,186,064.92	1.28	57,240.08	20,158,049.91	20,155,914.99
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl Cl		0.00	0 AAAm	NR			0.00		0.00	0.00	0.00
Liquid Sub-Total		0.00	D				0.00		0.00	0.00	0.00
Securities Sub-Total		\$20,134,779.94	4				\$20,186,064.92	1.28%	\$57,240.08	\$20,158,049.91	\$20,155,914.99
Accrued Interest											\$57,240.08
Total Investments											\$20,213,155.07

### **Managed Account Security Transactions & Interest**

For the Month Ending December 31, 2021

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

Transact	ion Type			-	Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
BUY										
12/03/21	12/07/21	US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	(613,019.53)	(852.76)	(613,872.29)			
Transactio	on Type Sul	o-Total		630,000.00	(613,019.53)	(852.76)	(613,872.29)			
INTER	EST									
12/01/21	12/01/21	JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	0.00	473.80	473.80			
12/01/21	12/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	93,443.73	0.00	211.49	211.49			
12/01/21	12/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	44,155.35	0.00	102.70	102.70			
12/01/21	12/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	92,597.08	0.00	238.44	238.44			
12/01/21	12/25/21	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			
12/01/21	12/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	100,000.00	0.00	192.25	192.25			
12/01/21	12/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	93,147.86	0.00	265.53	265.53			
12/02/21	12/02/21	DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	0.00	1,503.65	1,503.65			
12/08/21	12/08/21	FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	0.00	3,206.25	3,206.25			
12/15/21	12/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	98,066.97	0.00	154.46	154.46			
12/15/21	12/15/21	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	65,000.00	0.00	28.17	28.17			
12/15/21	12/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	47,197.62	0.00	98.33	98.33			
12/15/21	12/15/21	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	0.00	25.08	25.08			
12/15/21	12/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	37,300.34	0.00	78.02	78.02			

# PFM Asset Management LLC



# **Managed Account Security Transactions & Interest**

For the Month Ending December 31, 2021

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

Transact	ion Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTER	EST									
12/15/21	12/15/21	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	0.00	26.58	26.58			
12/15/21	12/15/21	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	0.00	14.25	14.25			
12/15/21	12/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	21,573.27	0.00	47.82	47.82			
12/15/21	12/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	39,426.93	0.00	95.28	95.28			
12/15/21	12/15/21	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	129,884.21	0.00	179.67	179.67			
12/15/21	12/15/21	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	0.00	20.14	20.14			
12/15/21	12/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	16,667.09	0.00	40.42	40.42			
12/15/21	12/15/21	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	0.00	8.50	8.50			
12/15/21	12/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	49,558.52	0.00	120.18	120.18			
12/17/21	12/17/21	FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	705,000.00	0.00	1,762.50	1,762.50			
12/18/21	12/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	27,573.13	0.00	65.03	65.03			
12/19/21	12/19/21	FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	0.00	6,875.00	6,875.00			
12/21/21	12/21/21	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	98,507.34	0.00	132.16	132.16			
12/21/21	12/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	40,879.68	0.00	85.85	85.85			
12/21/21	12/21/21	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	0.00	12.38	12.38			
12/26/21	12/26/21	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	175,000.00	0.00	218.75	218.75			
12/29/21	12/29/21	MONEY MARKET FUND	MONEY0002	0.00	0.00	0.61	0.61			

PFM Asset Management LLC



# **Managed Account Security Transactions & Interest**

For the Month Ending December 31, 2021

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

Transact	tion Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTER	EST									
12/31/21	12/31/21	US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00	0.00	918.75	918.75			
12/31/21	12/31/21	US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	540,000.00	0.00	1,012.50	1,012.50			
Transacti	on Type Su	b-Total		3,934,979.12	0.00	18,495.22	18,495.22			
PAYDC	WNS									
12/01/21	12/01/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	7,086.41	7,086.41	0.00	7,086.41	(60.35)	0.00	
12/01/21	12/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	40,482.33	40,482.33	0.00	40,482.33	(253.01)	0.00	
12/01/21	12/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	14,598.45	14,598.45	0.00	14,598.45	(36.50)	0.00	
12/01/21	12/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	540.80	540.80	0.00	540.80	(26.28)	0.00	
12/15/21	12/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	5,207.84	5,207.84	0.00	5,207.84	0.79	0.00	
12/15/21	12/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	4,585.81	4,585.81	0.00	4,585.81	0.93	0.00	
12/15/21	12/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	3,680.71	3,680.71	0.00	3,680.71	0.48	0.00	
12/15/21	12/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	6,222.86	6,222.86	0.00	6,222.86	1.13	0.00	
12/15/21	12/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	2,531.07	2,531.07	0.00	2,531.07	0.31	0.00	
12/15/21	12/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	6,054.76	6,054.76	0.00	6,054.76	1.19	0.00	
12/15/21	12/15/21	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	9,930.65	9,930.65	0.00	9,930.65	0.72	0.00	
12/15/21	12/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	4,974.57	4,974.57	0.00	4,974.57	1.12	0.00	
12/18/21	12/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	4,355.40	4,355.40	0.00	4,355.40	0.12	0.00	
		03/20/2023 03/20/2023 03/20/2023								

PFM Asset Management LLC



# **Managed Account Security Transactions & Interest**

For the Month Ending December 31, 2021

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

Transact	tion Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
PAYDO	OWNS									
12/21/21	12/21/21	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	6,987.11	6,987.11	0.00	6,987.11	1.37	0.00	
12/21/21	12/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	4,960.41	4,960.41	0.00	4,960.41	0.19	0.00	
Transacti	ion Type Su	b-Total		122,199.18	122,199.18	0.00	122,199.18	(367.79)	0.00	
SELL										
12/03/21	12/07/21	US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	527,210.94	2,111.60	529,322.54	35,242.19	14,602.35	FIFO
Transacti	ion Type Su	b-Total		520,000.00	527,210.94	2,111.60	529,322.54	35,242.19	14,602.35	
Managed	Account Su	ıb-Total			36,390.59	19,754.06	56,144.65	34,874.40	14,602.35	
Total Sec	urity Transa	actions			\$36,390.59	\$19,754.06	\$56,144.65	\$34,874.40	\$14,602.35	



# STAFF REPORT 4/13/2022

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

**FROM:** Gabriel Perez, Development Services Director

SUBJECT: Adopt Resolution No. 2022-38 Stating the Intention to Annex Property into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) and Authorize the Levy of a Special Tax Within Annexation Area No. 33 (Mariposa Pointe – Tract No. 32074, 32074-1 and 32074-2).

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution No. 2022-38 stating the intention to annex property located at the southeast corner of Avenue 50 and Calhoun Street into Community Facilities District No. 2005-01 (CFD 2005-01, Police, Fire and Paramedic Services) and setting a public hearing date for the same.

#### **BACKGROUND:**

On September 14, 2005, the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mellow-Roos Community Facilities Act of 1982, as amended. The District and numerous annexations of subdivisions and new multifamily residential developments over the past 17 years have been established.

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

The City recently sold the 37.3 acre property with 155 entitled lots to DR Horton of which 24 lots were provided to Coachella Valley Housing Construction for future development of single family residences. DR Horton received building permits in early April to begin home construction at the site and is required through conditions of the Architectural Review approval to annex the property in the citywide CFD No. 2005-01 prior to issuance of certificate of occupancy and the City will be able to levy the special tax on an annual basis for each of the proposed 155 residences.

Attached to this staff report is the Resolution of Intention setting a future public hearing date for the District Annexation No. 33 final actions which will include a special election, canvassing of the results, and an ordinance authorizing the levy of the special tax within Annexation No. 33.

The other attachment to this report is a copy of the CFD Annexation Map for the subject property (37.3 acres located at the southeast corner of Avenue 50 and Calhoun Street) and the "Rate and Method" for the District.

#### **ALTERNATIVES:**

- 1. Adopt Resolution No. 2022-38 stating the intention to annex property into Community Facilities District No. 2005-01 (CFD 2005-01, Police, Fire and Paramedic Services) and setting a public hearing date for the same
- 2. Take no action.
- 3. Continue this item and provide staff with direction.

#### FISCAL IMPACT:

The City expects to collect an annual assessment of \$1,249.40 per dwelling unit within the District starting in the 2022/2023 fiscal year. This Annexation will result in a new annual assessment of \$193,657 for the project.

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

Staff recommends Alternative #1 as stated above.

Attachments:

- Resolution No. 2022-38 Exhibit A - Rate and Method (CFD 2005-01)
- 2. CFD Annexation No. 33 Map

#### **RESOLUTION NO. 2022-38**

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA TO ANNEX PROPERTY INTO CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 33 (MARIPOSA POINTE – TRACT NO. 32074, 32074-1 AND 32074-2).

WHEREAS, the City Council (the "Council") of the City of Coachella (the "City") has established City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53321 of the Government Code of the State of California (the "Act"); and,

WHEREAS, the CFD will finance law enforcement, fire and paramedic services that are in addition to those provided in the territory within the CFD prior to the formation of the CFD and do not supplant services already available within the territory included in the CFD subject to the levy of a special tax to pay for such services, approved at an election held within the boundaries of the CFD; and,

**WHEREAS,** the Council has provided for the annexation in the future of territory (the "Future Annexation Area") to the CFD pursuant to the terms and provisions of the Act; and,

**WHEREAS,** the Mariposa Pointe project was conditioned to annex into the City's Community Facilities District No. 2005-01 as part of Architectural Review No. 21-09; and,

**WHEREAS,** the Council has determined pursuant to Section 53339.2 of the Act that public convenience and necessity require that territory be added to the CFD upon its formation;

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

Section 1. The Council hereby determines to institute proceedings for the annexation of certain territory into the proposed CFD under the terms of the Act. The exterior boundaries of the area to be annexed ("Annexation Area No. 33") are hereby specified and described to be as shown on that certain map now on file in the office of the City Clerk entitled "Annexation Map No. 33 – Tract No. 32074, 32074-1 and 32074-2 Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services)" which map indicates by a boundary line the extent of the territory included in Annexation Area No. 33 and shall govern for all details as to the extent of Annexation Area No. 33. On the original and one copy of the map of such Annexation Area No. 33 on file in the City Clerk's office, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of such map in her office and, within fifteen (15) days after the adoption of this Resolution, the City Clerk shall file a copy of such map.

Section 2. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with procedures contained in the Act a special tax (the "Special Tax") sufficient to finance law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 33 prior to the annexation of Annexation Area No. 33 into the CFD and do not supplant services already available within the territory proposed to be annexed into the CFD, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The Special Tax will be secured by recordation of a continuing lien against all real property in the proposed Annexation Area No. 33. The schedule of the rate and method of apportionment and manner of collection of the Special Tax is described in detail in Exhibit "A" attached hereto and by this reference incorporated herein. The annexation of Annexation Area No. 33 will not result in any change to the special tax rates levied in the CFD prior to such annexation.

The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act.

The maximum Special Tax applicable to a parcel to be used for private residential purposes, as set forth in Exhibit A, is specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to tax because of its use for private residential purposes, and such amount shall not be increased over time by an amount in excess of 2 percent per year. Under no circumstances will the Special Tax to be levied against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the proposed Annexation Area No. 33. As specified by the Act, for purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued.

Section 3. A public hearing (the "Hearing") on the annexation of Annexation Area No. 33 and the proposed rate and method of apportionment of the Special Tax shall be held on May 25, 2022, at 6:00 o'clock p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Coachella, 1515 Sixth Street, Coachella, California 92236.

**Section 4.** At the time and place set forth above for the hearing, any interested person for or against the annexation of Annexation Area No. 33 to the CFD or the levying of special taxes within the proposed Annexation Area No. 33 will be heard.

Section 7. Each City officer who is or will be responsible Annexation Area No. 33, if they are annexed, is hereby directed to study the proposed Annexation Area No. 33 and, at or before the time of the above-mentioned Hearing, file a report with the City Council, and which is to be made a part of the record of the Hearing, containing a brief description of Annexation Area No. 33, and his or her estimate of the cost of providing additional law enforcement, fire and paramedic services within the boundary of Annexation Area No. 33. The City Manager is directed to estimate the fair and reasonable cost of all incidental expenses, including all costs associated with the annexation of Annexation Area No. 33, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to Annexation Area No. 33.

Resolution 2022-38 Page 2 Section 5. The City may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred by the City in annexing the proposed Annexation Area No. 33. The City may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and to repay all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of Annexation Area No. 33.

<u>Section 6.</u> The City Clerk is hereby directed to publish a notice ("Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Annexation Area No. 33. Such Notice shall contain the text of this Resolution, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed Annexation Area No. 33 as provided in Section 53339.5 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least 7 days prior to the date of the Hearing.

Section 7. The voting procedure with respect to the annexation of the Annexation Area No. 33 and the imposition of the special tax shall be by hand delivered or mailed ballot election.

**PASSED, APPROVED** and **ADOPTED** this 13<sup>th</sup> day of April 2022.

Steven A. Hernandez Mayor

ATTEST:

Angela M. Zepeda City Clerk

#### **APPROVED AS TO FORM:**

Carlos Campos City Attorney

> Resolution 2022-38 Page 3

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022-38 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of April 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC Deputy City Clerk

> Resolution 2022-38 Page 4

# EXHIBIT A

# **RATE AND METHOD OF APPORTIONMENT**

### 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 2005-06 thru 2014-15 Maximum Special Tax for each Assessor's Parcel classified as Developed Single-Family Residential Property shall be \$663.00 for Police Services and \$405.00 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 2005-06 thru 2014-15 Maximum Special Tax for each Assessor's Parcel classified as Developed Multi-Family Residential Property shall be \$663.00 for Police Services and \$405.00 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor's Parcel.

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.

### 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

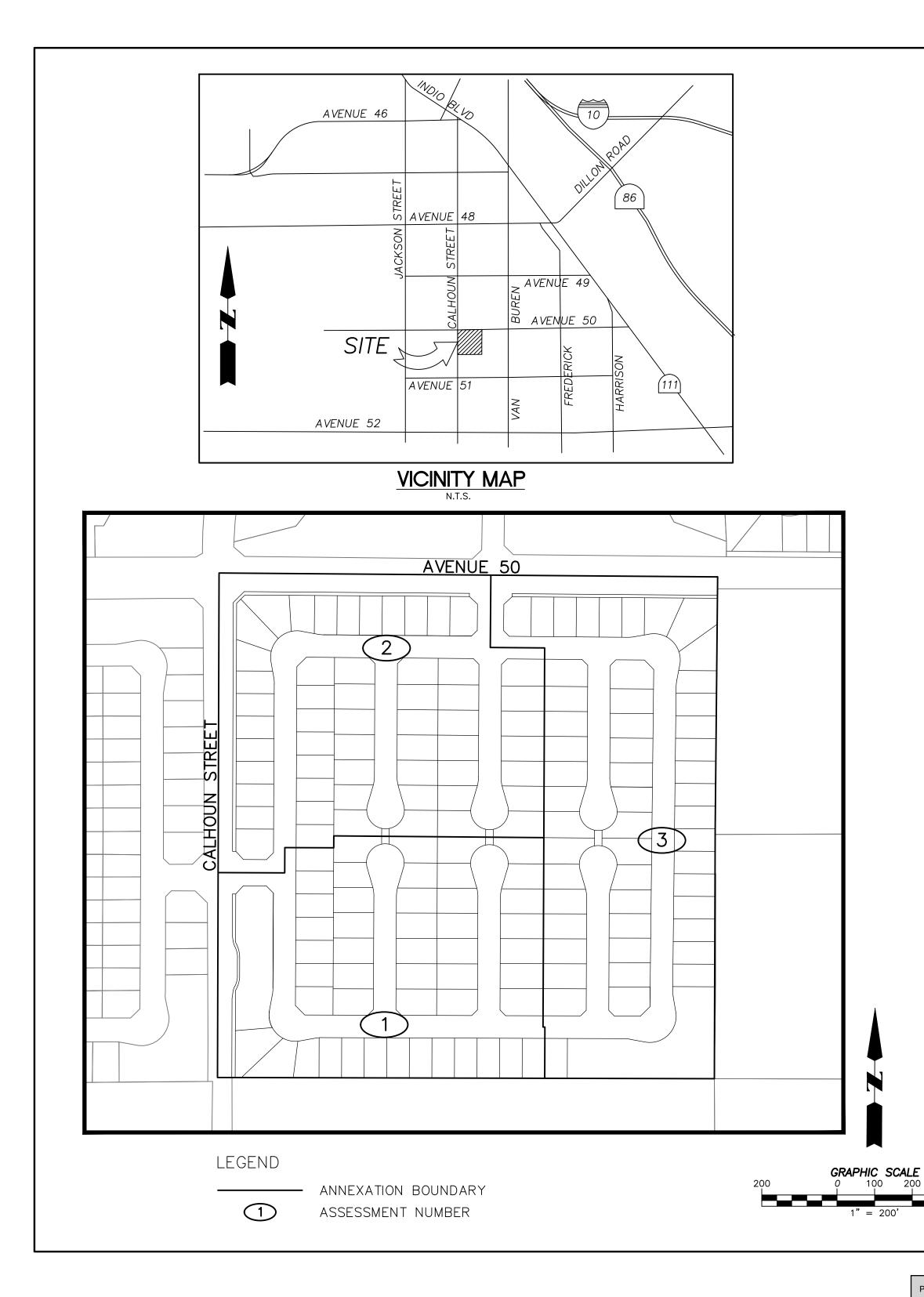
The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD may directly bill the Special Tax, may collect Special Taxes at different time or in a different manner if necessary to meets its financial obligations, and 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.



# ANNEXATION MAP NO. 33 TRACT NO. 32074, 32074-1 AND 32074-2 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

CITY OF COACHELLA COUNTY OF RIVERSIDE STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_, 2022

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. XX, TRACT NO. 32074, 32074–1 AND 32074–2, 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 OF THE CITY OF COACHELLA AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006 BY ITS RESOLUTION NO. \_\_\_\_\_

CITY CLERK CITY OF COACHELLA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. \_\_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDERS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER COUNTY OF RIVERSIDE STATE OF CALIFORNIA

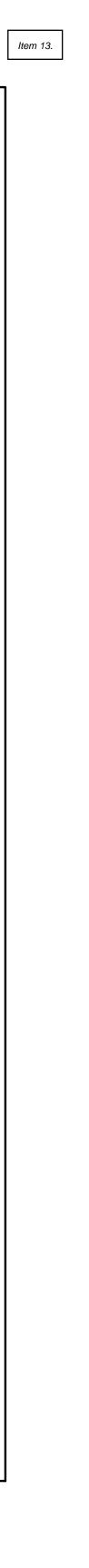
REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. <u>2005-1</u> (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) OF THE CITY OF COACHELLA RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON <u>September 7, 2005</u>, IN BOOK <u>63</u> OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE <u>100</u>, AS INSTRUMENT NO. <u>2005-0737672</u>

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 DIMENSIONS OF SUCH LOTS OR PARCELS.

ASMT. NO.	TRACT NO.	ASSESSOR'S PARCEL NO.	ACREAGE
1	32074	779-300-016 THRU 779-300-050; 779-301-010 THRU 779-301-022	7.75
2	32074-1	779-270-001 THRU 779-270-019; 779-271-001 THRU 779-271-036	8.71
3	32074-2	779-271-039 THRU 779-271-052; 779-272-001 THRU 779-272-016; 779-300-001 THRU 779-300-014; 779-301-001 THRU 779-301-008	8.73

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# STAFF REPORT 4/13/2022

To: Honorable Mayor and City Council Members
FROM: Andrew Simmons, P.E., City Engineer
SUBJECT: Construction Contract with Petrochem Materials Innovation, LLC (PMI) in the amount of \$292,890.24 plus 20% contingency for the Street Pavement Rehabilitation Phase 17, City Project ST-105.

#### **STAFF RECOMMENDATION:**

Authorize a construction contract with Petrochem Materials Innovation, LLC (PMI) in the amount \$292,890.24 plus 20% contingency for the Street Pavement Rehabilitation Phase 17, City Project ST-105.

#### **BACKGROUND:**

In order to increase the lifespan of the City's street infrastructure, preventative maintenance is necessary. With preventative maintenance, a street's useful life can be extended before costly reconstruction is required. City's streets are in acceptable condition, but in need of preventative maintenance. Staff recommends Rubberized Emulsion Aggregate Slurry (REAS) that will seal coat as many streets as possible to avoid significant roadway decay. Staff also recommends, "Piggybacking" on the City of Los Angeles contract, allowing the City to crack seal and slurry seal 323,737 square feet of residential streets at an estimated cost of \$292,890.24 plus contingency. The attached proposed street improvement exhibit shows the streets to be covered under contract.

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

The City is utilizing the competitive procurement process undertaken by the City of Los Angeles "Piggybacking" to select Petrochem Materials Innovation, (City of Los Angeles Contract ID #59680). The City's Municipal Code, allows for the City to utilize competitive pricing or bidding that has already been undertaken by a federal, state, county or other local agency provided the proposed purchases will be sold to the City at the same or a better price by the awarded vendor. The City of Los Angeles underwent a competitive procurement process for street REAS overlay seal coting in which competitive bids were received and Petrochem Materials Innovation, LLC was selected as the lowest responsive bidder.

Premix REAS has been utilized in other Valley Cities, such as Rancho Mirage and the City of Indio, with good results most notably on Highway 111 through Rancho Mirage. The agreement

provides for quality control and material engineering. Areas to receive this treatment include Las Plumas Neighborhood, District 25 and Valencia Neighborhood, District 36.

#### **BUDGET:**

The proposed estimated budget is based on the approved price list within the City of Los Angeles contract, which includes prices per gallon for slurry as well as labor and equipment rates. The City worked with the contractor to estimate a cost per square foot based on expected labor, materials and equipment usage for the project and determined that a rate of approximately \$0.52 per square foot would be applicable estimate to the project. Total project cost estimates are presented below:

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1	\$10,000	\$10,000
2	Traffic Control	LS	1	\$24,160	\$24,160
3	Furnish & Install Type II Rubberized Emulsion Aggregate Slurry (REAS)	SF	323,737	\$0.52	\$168,343.24
4	Crack Cleaning & Filling	LS	1	\$68.768	\$68,768
5	Remove and Replace Existing Striping in Thermoplastic	LS	1	\$21,619	\$21,619
			Constr	uction Subtotal	\$292,890.24
			20	% contingency	\$58,578.05
				Total	\$351,468.29

#### FISCAL IMPACT:

The project has been included in the City's approved CIP FY 2021/22 budget. The contract amount of \$292,890.24 and contingency in an amount of \$58,578.05 will be funded with Measure A (Fund 117) and SB1 (Fund 109).

#### **ATTACHMENTS:**

- 1. Construction Contract
- 2. Contract Exhibits and Attachments

#### **CITY OF COACHELLA**

#### **CONSTRUCTION CONTRACT**

#### **STREET PAVEMENT REHABILITATION PHASE 17**

#### 1. PARTIES AND DATE.

This Contract is made and entered into this <u>13<sup>th</sup> day of April, 2022</u> by and between the <u>City of Coachella</u>, a municipal organization organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 ("City") and <u>Petrochem Materials Innovation, LLC</u>, a construction company with its principal place of business at 6168 Innovation Way, Carlsbad, CA 92009 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

#### 2. RECITALS.

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

2.2 <u>Contractor</u>. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing the construction work as described in the scope of work, attachment A, related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project:

#### License A – General Engineering Contractor.

2.3 <u>Project</u>. City desires to engage Contractor to render such services for Street Pavement Rehabilitation Phase 17 Project, City Project ST-105 ("Project") as set forth in this Contract.

2.4 <u>Project Documents & Certifications</u>. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

#### 3. TERMS

3.1 <u>Incorporation of Documents</u>. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work & Schedule of Payment (Exhibit "A")
- Location Areas (Exhibit "B")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification (Exhibit "D")
- Payment and Performance Bonds (Exhibit "E")
- City of Los Angeles Contract



3.2 <u>Contractor's Basic Obligation; Scope of Work</u>. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 <u>Change in Scope of Work</u>. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 <u>Substitutions/"Or Equal"</u>. Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the



required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract before <u>December 15, 2022</u>, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of \$3,000 per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, construction schedule, construction schedule or project milestones schedule or Project milestones established pursuant to the Contract.

Standard of Performance; Performance of Employees. Contractor shall perform 3.4 all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 <u>Control and Payment of Subordinates; Contractual Relationship</u>. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 <u>City's Basic Obligation</u>. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory



performance by Contractor of the services and obligations required by this Contract, the belowreferenced compensation in accordance with compensation provisions set forth in the Contract.

#### 3.7 <u>Compensation and Payment</u>.

3.7.1 <u>Amount of Compensation</u>. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of <u>Two Hundred Ninety-</u> <u>Two Thousand Eight Hundred Ninety Dollars and Twenty-Four Cents (\$292,890.24)</u> provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract including quantity pricing as outlined in the City of Los Angeles contract ARC 40 59680 13 or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 <u>Prompt Payment</u>. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 <u>Contract Retentions</u>. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 <u>Substitutions for Contract Retentions</u>. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 <u>Title to Work</u>. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 <u>Labor and Material Releases</u>. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 <u>Apprenticeable Crafts</u>. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty



an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 <u>Hours of Work</u>. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 <u>Contractor and Subcontractor Registration</u>. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim



or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

#### 3.8 <u>Performance of Work; Jobsite Obligations</u>.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

Compliance with the Statewide Construction General 3.8.1.2 Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.



3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.



3.8.4 <u>Permits and Licenses</u>. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 <u>Trenching Work</u>. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 <u>Hazardous Materials and Differing Conditions</u>. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 <u>Underground Utility Facilities</u>. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 <u>Air Quality</u>. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 <u>State Recycling Mandates</u>. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 <u>Completion of Work</u>. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material

releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

#### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 <u>Supporting Documentation</u>. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

- 3.10.3.2 List of documents relating to claim:
  - (A) Specifications
  - (B) Drawings
  - (C) Clarifications (Requests for Information)
  - (D) Schedules
  - (E) Other Page 211

- 3.10.3.3 Chronology of events and correspondence
- 3.10.3.4 Analysis of claim merit
- 3.10.3.5 Analysis of claim cost
- 3.10.3.6 Time impact analysis in CPM format

3.10.4 <u>City's Response</u>. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 <u>Meet and Confer</u>. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 <u>Mediation</u>. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate



with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 <u>Procedures After Mediation</u>. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 <u>Civil Actions</u>. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 <u>Government Code Claims</u>. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work,



claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 <u>Non-Waiver</u>. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

#### 3.12 Indemnification.

Scope of Indemnity. To the fullest extent permitted by law, 3.12.1 Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's 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. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 <u>Additional Indemnity Obligations</u>. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents



and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

#### 3.13 Insurance.

3.13.1 <u>Time for Compliance</u>. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 <u>Minimum Requirements</u>. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 <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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, 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. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage; (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 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 <u>General Liability</u>. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG 20 10 10 01 plus CG 20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies

shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 <u>Automobile Liability</u>. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized with it in any way.

3.13.3.3 <u>Workers' Compensation and Employer's Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 <u>All Coverages</u>. Each insurance policy required by this Contract shall be endorsed to state that: (1) 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 (2) 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 officials, employees, agents and authorized volunteers.

3.13.4 <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 officials, employees, agents and authorized volunteers.

3.13.5 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or selfinsured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or selfinsured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.



3.13.7 <u>Verification of Coverage</u>. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the City. 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.

3.13.8 <u>Subcontractors</u>. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 <u>Reporting of Claims</u>. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

# 3.14 Bond Requirements.

3.14.1 <u>Payment Bond</u>. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 <u>Performance Bond</u>. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 <u>Bond Provisions</u>. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 <u>Surety Qualifications</u>. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.



3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected. Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

# 3.16 Employee/Labor Certifications.

3.16.1 <u>Contractor's Labor Certification</u>. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.16.3 <u>Verification of Employment Eligibility</u>. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the



Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

#### 3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 <u>Termination</u>. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 <u>Contract Interpretation</u>. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 <u>Anti-Trust Claims</u>. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.



3.17.6 <u>Notices</u>. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

#### **CONTRACTOR:**

PMI, LCC 6168 Innovation Way Carlsbad, CA 92009 Attn: Charles Hoffman

CITY:

City of Coachella 53990 Enterprise Way Coachella, CA 92236 Attn: Andrew Simmons, City Engineer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 <u>Time of Essence</u>. Time is of the essence in the performance of this Contract.

3.17.8 <u>Assignment Forbidden</u>. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 <u>Laws, Venue, and Attorneys' Fees</u>. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

3.17.11 <u>Counterparts</u>. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 <u>Successors</u>. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 <u>Solicitation</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.14 <u>Conflict of Interest</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

# 3.17.15 <u>Certification of License</u>.

3.17.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.16 <u>Authority to Enter Contract</u>. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.17 <u>Entire Contract; Modification</u>. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.18 <u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.19 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project or other projects.

3.17.20 <u>Federal Provisions</u>. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "G" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.



# [SIGNATURES ON NEXT PAGE]

# SIGNATURE PAGE FOR CONSTRUCTION CONTRACT BETWEEN THE CITY OF COACHELLA AND PETROCHEM MATERIALS INNOVATION, LLC

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 13th day of April, 2022.

CITY OF COACHELLA

PETROCHEM MATERIAL INNOVATION

By:		By:	
	Gabriel Martin	-	
	City Manager	Title:	

Printed Name:

ATTEST:

By: Andrea Carranza, Deputy City Clerk

APPROVED AS TO FORM:

By:

Carlos Campos, City Attorney

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# PAYMENT AND PERFORMANCE BONDS

#### **PERFORMANCE BOND**

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella (hereinafter referred to as "City") has awarded referred (hereinafter to as "Contractor") to the \_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference: and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of DOLLARS. \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount (\$ of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

Contractor/ Principal

	By
	Title
(Corporate Seal)	Surety
	By
	Attorney-in-Fact
Signatures of those signing for the Cont corporate authority attached.	tractor and Surety must be notarized and evidence of
(Attach Attorney-in-Fact Certificate)	Title
charges, \$(The above must be filled in by corporate <u>THIS IS A REQUIRED FORM</u> Any claims under this bond may be address	attorney.)
(Name and Address of Agent or Representative for service of	
(Telephone number of Surety and Agent or Representative for service of process in California)	

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notarv Ackr	nowledgment
A notary public or other officer completing this certific verifies only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	-
STATE OF CALIFORNIA COUNTY OF	
On, 20, before me,	, Notary Public, personally
appeared	, who proved to me on the basis of satisfactory
me that he/she/they executed the same in his/her/t	ubscribed to the within instrument and acknowledged to heir authorized capacity(ies), and that by his/her/their ntity upon behalf of which the person(s) acted, executed
I certify under PENALTY OF PERJURY under the law is true and correct.	s of the State of California that the foregoing paragraph
W	ITNESS my hand and official seal.
Signature of Notary Public	
OPT	IONAL
Though the information below is not required by law, is and could prevent fraudulent removal and re	t may prove valuable to persons relying on the document eattachment of this form to another document.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
□ Individual □ Corporate Officer	
Title(s)	Title or Type of Document
Partner(s)  Characteristics  Limited  General	Number of Pages
☐ Attorney-In-Fact	
<ul> <li>Trustee(s)</li> <li>Guardian/Conservator</li> <li>Other:</li> <li>Signer is representing:</li> <li>Name Of Person(s) Or Entity(ies)</li> </ul>	Date of Document
	Signer(s) Other Than Named Above

#### PAYMENT BOND

#### KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella (hereinafter designated as the "City"), by action taken or a resolution passed\_\_\_\_\_\_, 20\_\_\_has awarded to \_\_\_\_\_\_hereinafter designated as the "Principal," a contract for the work described as follows:

\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_\_

Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to



recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF	, we have hereunto set our hands and seals this	day of
, 20		

(Corporate Seal)

(Corporate Seal)

Contractor/	Principal
Ву	
T:41-	
Title	
Surety	
Surety	
Surety By	Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

	Notary Ackr	nowledgment
A notary public or other or verifies only the identity of document to which this ce truthfulness, accuracy, or v	officer completing this certific of the individual who signed ertificate is attached, and not validity of that document.	cate the the
STATE OF CALIFORNIA COUNTY OF		
On,2	20, before me,	, Notary Public, personally
appeared		, who proved to me on the basis of satisfactory
me that he/she/they execu	ited the same in his/her/t	ubscribed to the within instrument and acknowledged to heir authorized capacity(ies), and that by his/her/their ntity upon behalf of which the person(s) acted, executed
I certify under PENALTY OI is true and correct.	F PERJURY under the law	s of the State of California that the foregoing paragraph
	W	ITNESS my hand and official seal.
Signature of Notary	Public	
	OPT	IONAL
Though the informatio and could p	n below is not required by law, in revent fraudulent removal and re	t may prove valuable to persons relying on the document eattachment of this form to another document.
CAPACITY CLAIME	D BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
□ Individual □ Corporate Officer		
Title(s)		Title or Type of Document
□ Partner(s) □	Limited General	Number of Pages
☐ Attorney-In-Fact		
<ul> <li>Trustee(s)</li> <li>Guardian/Conservator</li> <li>Other:</li> <li>Signer is representing:</li> <li>Name Of Person(s) Or Entity(ies)</li> </ul>		Date of Document
		Signer(s) Other Than Named Above

# EXHIBIT A SCOPE OF WORK

#### The basic scope of work for the project includes the following items:

CMS Message Boards (Placed 2 Weeks Prior) Resident Notification Dust Control and Stormwater Best Management Practices (BMP's) Installation and Maintenance of Proper Traffic Control Striping Removals (Complete and to Satisfaction of City) Street Sweeping/Cleaning (Including any Grease/Oil Spots) Crack Cleaning & Filling Utility & Monument Masking REAS Slurry Application Striping (Thermoplastic) Post Sweeping of Ravel

The contractor shall supply all labor, material, and equipment to perform R.E.A.S slurry seal on designated neighborhood and residential streets upon an agreed schedule and as directed by the City of Coachella. The designated neighborhoods include Las Plumas (+/- 158,865 SF) and Valencia (+/-164,872 SF), both of which are located in the City of Coachella, California.

Materials, procedures, and payment terms is to be piggy-backed on the City of Los Angeles Contract Number ARC 40 59680 5 Amendment 08 Slurry, Premix R.E.A.S.

All traffic control is to be by contractor and shall be performed as approved by City of Coachella per approved traffic control plans and staging plans.

Contractor shall provide appropriate documentation identifying all striping and raised pavement marker removals and reinstallation for city engineer approval, such work is included and will be performed by a contractor licensed in that work. Restripe shall be done per the appropriate documentation provided by the contractor and as "Tied-Out" in the field.

Dust Control and Stormwater BMPs shall be implemented to protect storm drain, retention basin drainage inlets and other structures, and shall be to the satisfaction of the City.

City will not be providing a yard or staging location, but the contractor will be allowed to stage his slurry tank and equipment within the work zone as long as it does not interfere with traffic or the residents daily living.

A no-cost encroachment permit must be secured through the Engineering Division before work is started.

Contractor shall coordinate with the City/Coachella Water Authority for Construction Water and Meter. Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work, shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore.

Based on expected ambient temperatures in the City of Coachella, the work window is expected to start in the month of April to June 2022, and be completed within 30 Working Days after the Start date as listed on the notice to proceed. Anticipated application schedule is subject to change and or be modified by the City.

# **Special Notifications:**

The Contractor shall coordinate his/her hours of operation and work with schools and their bus schedules, and bus stop locations that are located within the project area.

One (1) Portable Changeable Message Sign (PCMS) is required for the Las Plumas Neighborhood and Two Portable Changeable Message Signs (PCMS) for the Valencia Neighborhood (3 total) in locations as identified by the City. They shall be placed two (2) weeks in advance of the start of the crack cleaning, filling, and slurry application work and maintained throughout the construction period unless otherwise approved by the City.

**Notification to Residents:** The Contractor shall notify in person and with printed notification (in English and Spanish language), at least seven (7) working days prior to commencing work, to all agencies, firms, institutions, postal service, residents, hospital, Sun Bus, schools, stores, utilities and waste disposal service fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking.

The Contractor will be responsible for the notification of local residents and commercial operators on streets scheduled to receive a slurry seal. Said notification shall be accomplished by distributing individual notices to each occupied residential and commercial property no more than 72 hours prior and no less than 48 hours prior to the scheduled application time. The notification be shall provide the date and time the work is to begin and finish, the name, address and phone number of the Contractor, and a brief description of the work to be completed. The proposed notice shall be submitted with the tentative sealing schedule for review and approval by the City Engineer before distribution.

The Contractor should note that the public schools are generally busy with traffic between 6:45 am to 8:15 am and from 1:45 pm to 3:20 pm on weekdays. Contractor shall coordinate with Sunline Bus and Local School districts for coordination or temporary relocation of any Bus Stops located within the project areas.

The Contractor shall coordinate with waste disposal collection companies, postal, and delivery services to ensure delivery of mail and other items.

Temporary "No Parking" signs shall be posted on Type I barricades (minimum) at least 48 hours, but no more than 72 hours, in advance of the work. The signs shall be placed no more than 150 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of the signs. All signs shall be removed by the Contractor within 48 hours after the effective date.

The signs shall contain the day, date, hours and vehicle code that parking will be prohibited on that particular street, CVC 22651 L and CVC 22654D. The signs shall be removed immediately upon completion of work that will prohibit parking.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

All coordination, traffic control devices, measures, and Message Boards shall be included in the Traffic Control Bid Item and No additional compensation shall be allowed. Notification and Traffic Control Measures shall be to the satisfaction of the City.

If work cannot resume on the same day to completion as scheduled, then this work shall be rescheduled in one to two weeks and the residents notified that the work will not be done as scheduled and re-notified of new work day promptly. All "NO PARKING" signs must be promptly removed. No more than two (2) rescheduled streets shall be scheduled for the same day and they shall be the first order of work for that day.

The Contractor will be responsible for providing the City with a Color Coded GIS style, PDF map of Crackfill, slurry work and staging per City sample. Such map shall be included in the Notice to Residents and include the proposed dates of the work in each area.

#### **Crack Cleaning, Filling, and Slurry Operations:**

Prior to applying slurry seal, the Contractor shall clean, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time. If previous striping is encountered below the existing slurry surface, it shall be blacked out with black paint prior to the application of slurry. Striping removals shall be to the satisfaction of the City.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and blow cracks clean of weeds and debris using compressed air. The work shall be approved by the

City prior to application of rubber crack sealant and or/or slurry. Full compensation for plant removal and crack cleaning as included in the Lump Sum cost for Crack Cleaning, and Filling.

Prior to applying slurry seal, all pavement cracks greater than or equal to 1/4" width shall be cleaned with a heat lance and sealed with Crafco Polyflex Type III crack sealant, or approved equal per Subsection 201-3.7 "Type 'D' Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant)". The Contractor should take note that all the streets within the limits may need crack treatment. It is the responsibility of the Contractor to perform a field review to determine which streets require the crack treatment. Cracks shall be cleaned for the entire crack depth using sandblasting, brushing and hot air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture. Gauging or plowing may be required to remove incompressible material deep in the crack. The clean crack shall be filled with sealant, from the bottom up to surface level, in a manner which does not result in sealant bridging or entrapped air pockets. With deep cracks, settlement of sealant may occur, thus requiring application of a second layer of sealant material. Cracks 1 inch in width and wider shall be filled with compacted pea-gravel and SS grade asphaltic emulsion or hot mix asphalt concrete as directed by the Engineer, so that the sealant does not exceed 1 inch in depth. Where cracks already have sealant Contractor shall inspect the quality and repair as necessary as directed by the Engineer. Repair shall include removing the material and re-applying. Rubberized Crack Seal and asphalt pavement repairs adjacent to cross gutters, spandrels and repair of pot holes is included in the work.

No slurry seal material may be placed until after the crack seal material has been in place for a minimum of two (2) full calendar days. Crack sealant shall be applied with a wand such that excess material is not remaining at the crack surface after sealing. Immediately remove crack treatment material that is spilled or deposited on the pavement surface. Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic. Payment for crack cleaning & sealing shall be included unit price bid per **Lump Sum (LS) Bid Item** for Crack Cleaning & Filling.

Prior to the application of the slurry, the contractor shall burn, scrape, brush, and seal all oils stains in the roadway and parking areas. Stain removal shall be to the satisfaction of the City. Contractor shall "mask" and protect all visible Manholes, Water Valves, Monuments, or other known utilities in the roadway. Such masking shall be removed upon completion of the slurry application.

Contractor shall supply and install Pre-Mixed Type II Rubber Emulsified Aggregate Slurry (REAS).

The application of R.E.A.S. slurry shall not commence until after 8:00 a.m. and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried

# shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The Contractor shall "mechanically" sweep any raveled material on the street Two (2) weeks after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted or increased until the raveling reaches a level of acceptability as determined by the City. If raveling continues after the streets have been swept, the City reserves the right to have the roads re-slurried by the Contractor at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

**Type II, Rubberized Emulsified Asphalt Slurry (REAS)** will be measured for payment and paid according the payment schedules found in the City of Los Angeles Contract ID 59680-Amendment 08 Slurry. Payment for slurry seal includes full compensation for constructing the slurry seal, complete in place, including testing for and furnishing the mix design, cleaning the surface, protecting utilities, masking, furnishing construction water, street sweeping, application of REAS Slurry, clean-up, and protecting the seal until it has set. Slurry application shall be to the satisfaction of the City.

# **Removal and Replacement of Striping:**

Prior to applying slurry seal, the Contractor shall clean, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces.

The removal of traffic pavement markings shall be accomplished by grinding. Sandblasting shall be used with prior City approval only. A minimum of 3 passes with the grinder, per stripe, or as required and approved by the City. Removal shall be to a maximum depth of 1/10". Removal depth may exceed 1/10" only when necessary to effectively remove existing striping, as approved by the City.

Obliteration of stripes or pavement markings by applying black paint or asphalt emulsion is not an approved removal method. However, if the existing striping has been previously covered with slurry, and is too deep to fully remove, the contractor may cover the existing sub-slurry striping with black paint or asphalt emulsion as approved by the City.

Contractor shall immediately sweep up striping removals prior to relocating to the next striping removal location. It shall be the responsibility of the contractor to properly and legally dispose of the residue from removal of striping and pavement markings.

Striping removal and replacement shall include all Stop Bars and Legends, Speed Hump or Bump Markings, Speed Hump Chevrons or markings, Center Lines, and all or any existing pavement markings, legends, and/or striping.

Payment for removal of traffic stripes and pavement marking in the areas to be slurried shall be included in the Unit Price bid per Lump Sum (LS) for Remove and Replace Existing Striping in Thermoplastic and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals as required in the Specifications. Striping removals shall be to the satisfaction of the City.

All new striping markings and lines shall be installed in "Thermoplastic" and conform to current standards and installed per manufacturer's recommendations. All Thermoplastic Striping shall be installed no later than seven (7) calendar days after slurry application of the entire tract has been completed. Remove and replacement of speed humps striping is included. All street sweeping needed for performance of the contract is included.

# A blue RPM shall be placed in the street at each fire hydrant location within the slurry limits as per the direction of the City.

Payment for **Remove and Replace Existing Striping in Thermoplastic** shall be considered as included in the **LUMP SUM (LS)** as noted in the bid schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the Specifications.

# Mobilization:

Mobilization shall conform to the provisions in Section 9-3.4, "Mobilization" of the Standard Specifications. Mobilization includes expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project; Storm Water, Dust Control, and all environmental compliance, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

**Mobilization** shall be paid for at the contract **LUMP SUM (LS)** basis as shown on the Bid Schedule. Fifty percent (50%) of the lump sum price will be paid upon successful move in and completion of mobilization. The remaining fifty percent (50%) shall be paid after the contractor is completely demobilized and all project sites have satisfactorily been restored and the project cleanup is completed to the satisfaction of the City.

See attached City of Los Angeles Contract ID 59680 Slurry, Premix R.E.A.S.

# SCHEDULE OF PAYMENT

Contractor will be paid according the payment schedules found in the City of Los Angeles Contract ID 59680-Amendment 08 Slurry, Premix R.E.A.S. See Attachment A.

Contractor will be paid for mobilization, traffic control, crack sealing and striping per Lump Sum per the Bid Schedule and Estimate from PMI attached as Attachment B.

All Prevailing Wage, Per Diem, home office, profit and overhead, and subcontractor costs are included in the amount of this contract.

Total amount of contract is estimated at \$292,890.24 (Two Hundred Ninety-Two Thousand Eight Hundred and Ninety Dollars and Twenty-Four Cents).

Quantity Adjustments will be accounted for in a Contract Quantity Adjustment Change Order that will be issued upon completion of the work and verification of the Final Quantities.

# EXHIBIT B STREET PAVEMENT REHABILITATION PHASE 17 PROJECT ST-105



NOT TO SCALE.

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# ATTACHMENT A

# **CITY OF LOS ANGELES**

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012



# ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 <b>59680</b> 13	Slurry, Premix R.E.A.S.	
Contract Dates	Payment Terms	Delivery Days ARO
11-24-20 to 12-31-22	1% Net 30	1
Central Purchasing	Vendor	Bill To
Contact: Martha Medina Phone: (213) 928-9536 E-mail: Martha.Medina@lacity.org	000034616 PETROCHEM MATERIALS INNOVATION,LLC 6168 INNOVATION WAY CARLSBAD, CA 92009	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

# **Reason for Modification**

Administrative Change to upload signed Amendment 7, Renewal option 5 of 5. mmm

# **Renewal Period Options**

Option Effective Date Expiration Date			on Date			
Line	Items					
Line	<b>Commodity Code</b>	CL Description	UOM	Unit Price	Markdown %	Markup %
1	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type I	GLL	\$2.4900		
Exte	nded Description:	Premix, Rubberized Emulsion, Aggregation	te Slurry, Typ	el:		
		Slurry made in accordance with Standar Sections 203-3.4.4 to 203- 5.54, 302-4.6 Asphalts, Pavements and Processes, as Prices reflect asphalt prices at 1/1/2016	6.4.1 to 302-5 s well as any	5.1 and GSD/BSS changes or update	Specifications for	
2	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type II	GLL	\$2.1100		
Exte	nded Description:	Premix, Rubberized Emulsion, Aggregation	te Slurry, Typ	e II:		
		All in accordance with Standard Specific 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 30 Pavements and Processes, as well as a	02-5.1 and G	SD/BSS Specifica	tions for Modified	
3	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type III	GLL	\$2.0100		
		*** THIS LINE IS I	NOT ACTIVE	***		
Exte	nded Description:	Premix, Rubberized Emulsion Aggregate	ed Slurry, Ty	pe III		

Item 14.

Line	Commodity Code	CL Description	U	ОМ	Unit Price	Markdown %	Item 14.
4	30121400	Service, Regular Time Labor or (application of Central Pla	nly H	UR	\$95.0000		
Exte	nded Description:	SERVICE, LABOR, PER PERSON Labor for work performed in accord attached.		the RFQ/Co	ontract specific	ations and requireme	ents
		Regular rate: \$ 95.00					
		Labor rates shall be subject to cha or minimum wage, and upon suppl					ng wage,
5	30121400	Service, Overtime Labor only (application of Central Plant M		UR	\$142.0000		
Exte	nded Description:	SERVICE, LABOR, PER PERSON Labor for work performed in accord attached.		the RFQ/Co	ontract specific	ations and requireme	ents
		Overtime rate: \$ 142.50					
		Labor rates shall be subject to cha or minimum wage, and upon supplet					ng wage,
6	721417	Rental, Service/Haul Trucks (Ba	,	AY	\$200.0000		
Exte	nded Description:	Rental, Service/Haul Trucks (Bare	)				
		DAILY, WEEKLY & MONTHLY RE Daily: \$200.00 Minimum rental time: 1 Day Number of units available: 9	ENTAL RAT	ES: (Bare)			
7	721417	Rental, Application Trucks (Bar	e). H	UR	\$252.0000		
		APPLICATION TRUCKS: (Bare)	- /				
		HOURLY RENTAL RATES: Within	n the City of	Los Angele	es, City Limits		
		Hourly: \$252.00 Overtime: \$252.00 Sunday/Holiday: \$252.00					
		**Minimum rental time: 4 Hours Number of units available: 22	**				
		APPLICATION TRUCKS: (Bare)					
		HOURLY RENTAL RATES: NOT V Hourly: \$252.00	Within the C	City of Los A	ngeles, City L	imits	
8	721417	Job Tankers, for delivery of Pre R.E.A.S in trailer moun	mix, E	4	\$550.0000		
Exte	nded Description:	Job Tankers, for delivery of Premix the City of Los Angeles.	x, R.E.A.S.	in trailer mo	ounted 4,000 g	allon tank to any loca	tion within
		JOB TANKER: As needed Delivery of Premix, R.E.A.S in trail Angeles.	er mounted	4,000 gallo	on tank to any	location within the Cit	y of Los
		\$600 Per Load					
9	301216	Asphalt Binder, Heavy Traffic, Structurally Modified Binder		TN	\$800.0000		
Exte	nded Description:	Heavy Traffic Binder: Structurally	Modified Bir	nder PG 76-	10 (City of Los	s Angeles Custom M	ix)
		Specifications as called in Attachr	L L L L L L L L L L L L L L L L L L L	/ 4672, as p	provided by GS	SD Bureau of Standar	ds.
			Page 241				_

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Item 14.
10	78121603	Delivery, Trucking to AP1 Asphalt Binder, PG 76-10	STN	\$17.0000		
Exte	nded Description:	Delivery, Trucking to Asphalt Plant 1 of A of Los Angeles Custom Mix).	sphalt Binder	, Heavy Traffic,	Structural Modified	PG-10 (City
		Delivery, Trucking to Asphalt Plant I of C Modified PG-10.	ustom Blend,	Heavy Traffic A	sphalt Binder, Struc	ctural
11	78121603	Delivery, Trucking - AP2, Asphalt Binder, PG 76-10	STN	\$19.0000		
Exte	nded Description:	Delivery, Trucking to Asphalt Plant II Asp (City of Los Angeles Custom Mix).	halt Binder, ⊢	leavy Traffic, Str	ructural Modified PC	G-10
		Delivery, Trucking to Asphalt Plant II of C Modified PG 10.	Custom Blend,	Heavy Traffic A	Asphalt Binder, Stru	ctural
12	721417	Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not	SMI	\$3.0000		
Exte	nded Description:	Rental, of Job Tankers, for Delivery of Pr delivery fee and mileage from PMI's ship		S. not within the	City of L.A., (price t	o include
		For any location outside the City of L.A.,	delivery chan	ge from PMI Shi	pping Plant	
		\$3.00 per mile (\$600.00 Minimum)				
		For any location outside the City of L.A., (\$600.00 Minimum)	delivery chan	ge from PMI Shi	pping Plant\$3.00 pe	er mile
13	301216	Fine Aggregate Slurry Mix: Premixed REAS.	GLL	\$3.0000		
Exte	nded Description:	Fine Aggregate Slurry Mix: Premixed RE	AS.			
		Specifications as called in Attachment B	of EV 4672, a	is provided by G	SD Bureau of Stand	dards.
14	721417	Pump Rental, Specialized Slurry Pump, (pump capable of 250	DAY	\$500.0000		
Exte	nded Description:	Pump Rental, Specialized Slurry Pump.				
		(Pump capable of 250 gallons centralized	d mix slurry/m	inute).		
		DAILY RENTAL RATES:				
		Daily: \$500.00				
		Minimum rental time: 1 day				
		Number of units available: 12				
15	78121603	Delivery, Trucking (common carrier) AP1, Asphalt, Hvy Bndr	STN	\$17.0000		
Exte	nded Description:	Delivery, Trucking (common carrier) to A Custom Mix)	sphalt Plant I	of Asphalt, Heav	vy Traffic Binder, (C	ity of LA
		Note* Please include Proof of Delivery/Bi invoice to ensure prompt payment.	ill of Lading fro	om common car	rier trucking along v	vith their
16	78121603	Delivery, Trucking (common carrier) to AP2 of Asphalt, Heavy	STN	\$19.0000		
Exte	nded Description:	Delivery, Trucking (common carrier) to A Custom Mix).	sphalt Plant II	of Asphalt, Hea	vy Traffic Binder, (0	City of LA
		Note* Please include Proof of Delivery/Bi invoice to ensure prompt payment.	ill of Lading fro	om common car	rier trucking along v	vith their

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Item 14.
17	721116	Plant Opening	EA	\$1,500.0000		
Exte	nded Description:	Plant Opening: For, Saturday, Sunday or	Holidays			
		Saturday \$ 1,500				
		Sunday \$1,500				
		Holiday \$1,500				
18 Exte	801116	Per Diem for Los Angeles. Per Diem for Temp Los Angeles personne	DAY	\$150.0000		
19	721417	Rental, Storage Tank Portable for Jobsite Work.	DAY	\$1,000.0000		
Exte	nded Description:	Rental, Storage Tank Portable for Jobsite	Work.			
		PORTABLE STORAGE TANK RENTAL:				
		DAILY, RENTAL RATES:				
		Daily: \$1,000.00				
		Minimum rental time: 1 Day				
		Number of units available: 5				
20 Exte	721417 nded Description:	Rental, Slurry Box SLURRY BOX RENTAL:	DAY	\$250.0000		
		DAILY, RENTAL RATES:				
		Daily: \$ 250.00				
		Minimum rental time: 1 Day				
		Number of units available: 5				
21	721417	Rental, Delivery, Tanker - Bare, each load.	EA	\$200.0000		
Exte	nded Description:	TANKER (Bare) DELIVERY, RENTAL:				
		DAILY, RENTAL RATES:				
		\$ 200.00 per load				
		Number of units available: 28				
22	801116	Labor, Posting & Notifying Affected Traffic Disruptions	HUR	\$0.0100		
Exto	nded Description:	*** THIS LINE IS NOTE: THIS LINE IS BEING REPLACED				
LAIC			DT LINEO	20 (1120.11412) 0		
		LABOR: Labor for work performed in accordance v attached.	with the RF	Q/Contract specifi	cations and requirem	ents
		Regular rate: \$95.00				
		Overtime rate: \$142.50				
		Labor rates shall be subject to change in a or minimum wage, and upon supplier's wr				ving wage,

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Item 14.
23	551215	Hangtag/Doorknob Notices of Affected Traffic Disruptions	EA	\$0.3000		
Exte	nded Description:	HANG TAG NOTICES:				
		\$0.30 Per Hang Tag Notice \$300.00 Minin	num per j	job = (1,000 hang t	ags)	
24	55121710	Traffic Control, To furnish, place/ maintain traffic signage,	DAY	\$1,500.0000		
Exte		Traffic Control, To furnish, place/maintain t LABOR INVOLVED).	raffic sigi	nage, excluding ele	ectronic, of affecte	ed areas, (NO
25	721417	Rental, Sweeper, Mobile Units.(only if no showCity Sweeprs)	HUR	\$0.0100		
Exte		*** <b>THIS LINE IS NO</b> NOTE: THIS LINE IS BEING REPLACED I & LINES 30 (SUNDAY & HOLIDAY)			LINES 29 (OVE	RTIME RATE)
		HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00 Overtime Rate Hourly: \$ 300.00 Sunday/Holiday Rate Hourly: \$ 400.00				
		Minimum rental time: 8 Hours				
		Number of units available: 2				
26	801116	Labor, Reg .Rate, Posting & Notify Affected TrafficDisrupt	HUR	\$95.0000		
Exte	nded Description:	NOTE: THIS LINE IS REPLACEMENT FO	R LINES	6 22 (REG.RATE)L	ABOR:	
		Labor, Posting and Notifying of Affected Tr Labor for work performed in accordance w attached.			cations and requ	irements
		Regular rate: \$95.00 Labor rates shall be subject to change in a				ge, living wage,
27	801116	or minimum wage, and upon supplier's writ Labor, Ovrtim e Rate, Posting & Notify Affected Traffic		s142.5000	asing Agent.	
Exte	nded Description:	NOTE: THIS LINE IS REPLACEMENT FO	R LINES	S 22 (Overtime Rate	e) LABOR:	
		Labor, Posting and Notifying of Affected Tr Labor for work performed in accordance w attached.	affic Disr	uptions		irements
		Overtime rate: \$142.50				
		Labor rates shall be subject to change in a or minimum wage, and upon supplier's write				ge, living wage,
28	721417	Rental, Sweeper, Mobile Unit, Regular rate	HUR	\$200.0000		
Exte	nded Description:	NOTE: THIS LINE REPLACES LINES 25 ( Rental, Sweeper, Mobile Units, to be used			s not show up.	
		HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00				
		Minimum rental time: 8 Hours				
		Number of units available: 2				

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Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Item 14.
29	721417	Rental, Sweeper, Mobile Units, Overtime Rate.	HUR	\$300.0000		
Exte	· F	NOTE: THIS LINE REPLACES LINES 25 ( Rental, Sweeper, Mobile Units, to be used HOURLY RENTAL RATES:			s not show up.	
		Overtime Rate Hourly: \$ 300.00				
		Minimum rental time: 8 Hours				
		Number of units available: 2				
30	721417	Rental, Sweeper, Mobile Units, Sunday, Holiday Rate.	HUR	\$400.0000		
Exte		NOTE: THIS LINE REPLACES LINES 25 ( Rental, Sweeper, Mobile Units, to be used			s not show up.	
	F	OURLY RENTAL RATES:				
		Overtime Rate Hourly: \$400.00				
		Minimum rental time: 8 Hours				
		Number of units available: 2				
31 <b>Exte</b>	30121601 nded Description: F	1781 Slurry, Pilot Program Pilot Program: 1781 Slurry	GLL	\$2.1100		
32	30121601	Cold in Place Recycling, CIR, Pilot Program	GLL	\$3.6500		
Exte	nded Description: F	-				
33	30121601	Reclaimed Asphalt Pavement RAP, Central Mixed Slurry, Pilot	GLL	\$2.0100		
Exte	nded Description: F F	Pilot Program: Reclaimed Asphalt Pavement RAP, Centra	ally Mixed	Slurry		
34	30121601	Emulsion, Cold Patch, Modified Emulsion, Pilot Program	GLL	\$3.6500		
Exte	nded Description: F	Pilot Program: Emulsion Cold Patch, Modif	ied Emuls	lion		
35	30121601	Premix, REAS, Type II (76-22 Binder)	GLL	\$2.3500		
Exte	nded Description: F	Premix, Rubberized Emulsion Aggregate S	Slurry, Typ	e II(76-22 Binder)		
36	30121601	1781-LA (76-22 Binder)	GLL	\$2.3000		
Exte	nded Description: 1	781-LA (76-22 Binder)				
37	721417	Rental, Pneumatic Rubber Tire Roller	DAY	\$500.0000		
Exte	nded Description: F	Rental, Pneumatic Rubber Tire Roller				
38	78121603	Delivery Fee, Job Trailer for delivery of Equipment	EA	\$600.0000		
Exte	nded Description:	Delivery Fee, Job Trailer for delivery of Eq	uipment to	any location withi	n the City of Los A	ngeles
			-			

Authorized By

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#### Line Item Provisions

Clauses and Comments on PDF

# **Document Provisions**

Section intentionally left blank.

#### **Supporting Documents**

CONTRACT COMMENTS

Document ID	Document Phase	Document Description	Page 8	
59680	Final	Slurry, Premix R.E.A.S.	of 11	Item 14.

# INTENTIONALLY LEFT BLANK TO ADD CLAUSES AND COMMENTS.

Document ID	Document Phase	Document Description	Page 9	
Procurement Analyst: Marth	na.Medina Final	Phone Number: 213-928-9536 Slurry, Premix R.E.A.S.	of 11	ltem 14.
E-mail address: Martha.Mec	dina@lacity.org	Fax Number: 213-928-9511	••••	

Requirements Contract for: \*\*Slurry, Pre-Mix R.E.A.S. \*\* Award No. 59680

Payment Terms: 1.88% net 30 days Delivery: 1 Days ARO RFQ No.:EV4672 Previous Contract: 59180

Renewal Options: 5Option Date 1 = --/--/-Option Date 2 = --/--/-Option Date 3 = --/--/-Options Granted: 0Option Date 4 = --/--/-Option Date 5 = --/--/-

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Number EV4672, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

# NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

SUPPLIER CONTACT: Contact Person: Frank B. Hoffman, Title: C. F. O. Telephone No.: 760-603-0961 Fax No.: 760-603-0962 E-Mail Address: frank@pmitechnology.com 24 Hour Contact No.: 760-271-0197

# CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

# APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

# **RENEWAL OPTION:**

The City reserves the right to renew this contract for 5 additional one (1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

# ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to

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bills, freight bills, payroll red	<b>Document Phase</b> cords, etc. The request	<b>Document Description</b> shall state the percentage increase and the revised	Page projection	e Item 14.
affectssksontract item.	-		of 11	

No increases will be granted without prior approval of the City Purchasing Agent.ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$67,788,010. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

# AUTHORIZED DISTRIBUTOR/DEALER:

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the supplier.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

# ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

# LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

# **INSURANCE:**

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.



Document ID	<b>Document Phase</b> AMPLE TESTING:	Document Description	Page	
DEDDECENTATIVE		Document Description	l age	11
KEPKESENIAIIVE SA	AMFLE LESTING:		11	Item 14.

Representative samples may benance from each dell story and this text for scompliance with specification of Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated representative.

# SALES/USE TAX PAID DIRECTLY TO STATE:

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

# REPRESENTATIVE SAMPLE TESTING:

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated representative.

# SALES/USE TAX PAID DIRECTLY TO STATE:

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

# OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies may make purchases using the prices, terms and conditions of this contract.

DEPARTMENT OF

GENERAL SERVICES

ROOM 701 CITY HALL SOUTH 111 EAST FIRST STREET LOS ANGELES. CA 90012 (213) 928-9555 FAX NO. (213) 928-9515

# CITY OF LOS ANGELES

TONY M. ROYSTER GENERAL MANAGER AND CITY PURCHASING AGENT CALIFORNIA



ERIC GARCETTI MAYOR

March 9, 2022

Petrochem Manufacturing, Inc. 6168 Innovation Way Carlsbad, CA 92009

# SUBJECT: CITY LOS ANGELES SUPPLY CONTRACT 59680 - AMENDMENT 8 SLURRY, PREMIX R.E.A.S.

The following price changes are effective March 9, 2022:

Line	Description	Old Price	New Price
1	Premix REAS Type I	\$2.38/gallon	\$2.72/gallon
2	Premix REAS Type II	\$2.01/gallon	\$2.26/gallon
3	Premix REAS Type III	\$2.01/gallon	\$2.26/gallon

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Martha Medina, at 213-928-9536, or via e-mail to Martha.Medina@lacity.org.

Tony M. Royster General Manager and City Purchasing Agent

By: Supply Services Manager

Approved as to Form Michael N. Feuer City Attorney

By Kimberly Miera

Kimberly Ø. Miera Deputy City Attorney



# ATTACHMENT B

#### **BID FORM**

#### NAME OF BIDDER: Petrochem Materials Innovation LLC

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

# LAS PLUMAS & VALENCIA NEIGHBORHOOD SLURRY SEAL PROJECT

Unit prices in each and every case represent the true unit price used in preparing the bid schedule totals (Bid Form). Unit prices listed herein include material, installation and appurtenant work as is necessary to have the item complete in place, and operational, meeting the full intent of the plans and specifications. Furthermore, this project has broken down the Base Bid areas according to project funding requirements, therefore several of the same bid items have been split between the Base Bid Areas. Bid Items marked with an (F) shall be considered a "Final Pay Quantity" Item and paid to the maximum quantity as listed.

# It is understood that the basis of award shall be the lowest total price of the sum of Base Bid Area 1 and Base Bid Area 2.

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

# **BID SCHEDULE**

BASE	BASE BID AREA 1- LAS PLUMAS NEIGHBORHOOD REAS SLURRY SEAL & STRIPING							
NO.	ITEM DESCRIPTION	RIPTION UNIT OF EST. MEASURE QTY.		UNIT PRICE	ITEM COST			
1	Mobilization	LS	1	15,000	\$ 5,000			
2	Traffic Control	LS	1	\$ 12,080	\$ 12,080			
3	Furnish & Install Type II Rubberized Emulsion Aggregate Slurry (REAS)	SF	158,865(F)	\$ 0.52	\$ 82,609.80			
4	Crack Cleaning & Filling	LS	1	\$ 27,391	\$ 27,391			
5	Remove and Replace Existing Striping in Thermoplastic	LS	1	1 11,390	\$ 11,390			

TOTAL PRICE- BASE BID AREA 1

\$ 138, 470.80 Total Base Bid Area 1 in Numbers One Hundred Thirty Eight Thousand Four Hundred Scienty and Eighty Cents

Total Base Bid Area 1 in Words

BASE	BASE BID AREA 2- VALENCIA NEIGHBORHOOD REAS SLURRY SEAL & STRIPING								
NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM				
6	Mobilization	LS	1	\$ 5,000	\$ 5,000				
7	Traffic Control	LS	1	\$12,080	\$ 12,080				
8	Furnish & Install Type II Rubberized Emulsion Aggregate Slurry (REAS) (Includes Weed Killer and Crack Cleaning & Filling)	SF	164,872 (F)	\$0.52	<b>3 8</b> 5, 733 . 44				
9	Crack Cleaning & Filling	LS	1	\$ 41,377	\$ 41,377				
10	Remove and Replace Existing Striping in Thermoplastic	LS	1	\$ 10,229	\$ 10,229				

# TOTAL PRICE- BASE BID AREA 2

\$ 154,419.44

Total Base Bid Area 2 in Numbers Fifty four Thousand Four Hundred Nineteen and Forty Four

Total Base Bid Area 2 in Words

GRAND TOTAL PRICE- BASE BID AREA 1 PLUS BASE BID AREA 2 292,890.24 Grand Total Base Bid Area 1 Plus Base Bid Area 2 in Numbers Two Hundred Winty Two Thousand Eight Hundred Winty and twenty I Grand Total Base Bid Area 1 Plus Base Bid Area 2 in Words

# The basis of award for the contract shall be based on the lowest combined price of both Base Bid Area No. 1 and Base Bid Area No. 2.

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are approximate and for purposes of comparing Bids only, and the City makes no representation that the actual quantities of work performed will not

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vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price. A Contract Quantity Adjustment Change Order will be issued upon the completion of the project to adjust the Contract Quantities and Amounts accordingly.

Y

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the City can choose to include any, all, or none of the Alternate Bid items of Work into the executed Contract. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

Name of Bidder Petrochem Mater	als Innovation UC
SignatureA Hof	
Name and Title Charles A Hoffma	n Construction Manager
Dated 3/29/2022	

	CITY	OF COACHELLA			
		nborhood Slurry Sea			
	Rubberized Asphalt S			9	
	Prelim Bud	get/Engineer's Estin	nate		
	Area No. 1 Description	Unit	Bid Qty.	Unit Price	Total
Item No.	Description	Onit	Did Qty.	Oniernee	Total
1	Mobilization	LS	1	\$ 5,000	\$ 5,000
2	Traffic Control	LS	1	\$ 12,080	\$ 13,080
3	Remove and Replace Striping (Thermo)	LS	1	111,390	91 11,390
4	Crack Cleaning & Filling	LS	1	\$ 27,391	\$ 27,391
5	REAS-Rubberized Slurry	SF	158,865	\$ .52	\$ 82,609.80
	1			Total	\$ 138.470.8

Striping (Thermo) Mobilization Remove Striping Stop Legends X Walks Stop Bars Speed Hump Markings Bump Legends Striping Total	Unit LS EA LF LF EA EA	<b><u>QTY</u></b> 1 8 155 160 3 6	Unit Price 0 # 5,580 # 250 # 250 # 250 # 250 # 250 # 250 # 395 # 395 # 395 # 175	Total 0 4 5,580. 3 2,000 4 775 3 800 4 1,185 4 1,050 1 1,390
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	CITY	OF COACHELLA			
		orhood Slurry Seal			
	Rubberized Asphalt S			g	
_	Prelim Bud	get/Engineer's Estin	nate		
_					
Base Bid	Area No. 1		-	H. K. D. J.	Total
Item No.	Description	Unit	Bid Qty.	Unit Price	lotai
1	Mobilization	LS	1	\$5000	JI 5,000
2	Traffic Control	LS	1	\$ 12,080	1 12,080
3	Remove and Replace Striping (Thermo)	LS	1	\$ 10,229	\$10,229
4	Crack Cleaning & Filling	LS	1	1 41, 377	441,377
5	REAS-Rubberized Slurry	SF	164,873	1.52	\$ 85,733.44
				Total	\$ 154,419.4

Striping (Thermo)	<u>Unit</u>	Qty	Unit Price	Total
Mobilization	LS	1		0
Remove Striping	LS	1	\$ 5,499	15,499
Stop Legends	EA	5	JI 250	\$1,250
X Walks	LF	0	JI 5	ò
Stop Bars	LF	100		\$ 500
Speed Hump Markings	EA	4	SI 5	
Bump Legends	EA	8	3 395	A 1,580
Striping Total			\$ 175	\$1 1,400

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# STAFF REPORT 4/13/2022

To:Honorable Mayor and City Council MembersFROM:Gabriel Perez, Development Services DirectorSUBJECT:Authorize the City Manager to execute Professional Services Agreement with<br/>Raimi + Associates for Professional Planning Consultant Services for the Zoning<br/>Consistency Update.

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with Raimi + Associates for the Zoning Consistency Update.

#### **BACKGROUND:**

The City Council adopted the Coachella General Plan 2035 on April 22, 2015 that established the goals, policies, and implementation strategies that will implement the vision for the City of Coachella. The General Plan 2035 also included a new adopted General Plan Land Use Map and a Zoning Consistency Analysis that calls for the establishment of six (6) new zoning districts that currently do not exist in the City's Official Zoning Map as follows:

- Neighborhood General Zone
- Urban Neighborhood Zone
- Downtown Center Zone
- Urban Employment Zone
- Regional Retail Zone
- Resort Zone

Many of the existing zoning districts are inconsistent with the General Plan Land Use Map, thereby creating a lack of regulatory clarity and hardship for residents, businesses and developers to establish new businesses or develop their properties. In many instances, planning staff must communicate with potential applicants that the proper zoning district does not exist when they consult with staff about potential development projects or businesses. The inconsistent zoning has also required the City to apply State grant funding for professional services to complete focused zoning efforts to comply with the City's Housing Element.

The City Council adopted the Pueblo Viejo Implementation Strategy Plan on October 23, 2019 and in adopting Council Resolution 2019-59 Council requested that staff bring back General Plan Amendments, Zoning Amendments, and related environmental assessments that are necessary to implement the zoning districts drafted in the Strategy Plan. The Pueblo Viejo Plan identifies four (4) new zones that would be established in the Downtown. Since the zoning amendments have not occurred for the Pueblo Viejo District, projects such as the Pueblo Viejo Villas and Tripoli mixed-use project require planned unit development overlay zoning approvals from the Planning Commission and City Council.

Staff has identified the Zoning Consistency Update as a key City priority for completion by October 2022 to update the necessary zoning districts in compliance with the General Plan, Pueblo Viejo Implementation Strategy Plan, and Housing Element.

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

Attached to this staff report is a Professional Services Agreements for Raimi + Associates ("Consultant") to assist with the Zoning Consistency Update in the amount of \$134,997 and an additional cost of \$14,854 for an Environmental Impact Report Addendum if warranted. The Consultant would prepare the update the Zoning Code text and Zoning Map as necessary for compliance with the General Plan 2035 and the Pueblo Viejo Implementation Strategy Plan. The Consultant would also assist with General Plan Map clean-up efforts that have been identified by staff as well as possibilities to consolidate zones. Staff believes the Consultant is the best qualified for this effort based such factors as the quality of the experience, deliverables and timeline identified in their proposal. The Consultant has previous experience with the City in the preparation of the General Plan 2035 and provided professional services for the General Plan efforts of Indio and Palm Desert. Raimi + Associates is qualified planning consultant on the City's official list of qualified planning consultants.

#### **ALTERNATIVES:**

- 1. Authorize the City Manager to execute a Professional Services Agreement with Raimi + Associates for the Zoning Consistency Update.
- 2. Continue this item and provide staff direction.

#### FISCAL IMPACT:

The fiscal impact of the Zoning Consistency Update would be \$134,997. If it is determined that additional environmental review is necessary for this effort, an additional cost of \$14,854 would be required. Staff believes the expense of the Zoning Consistency Update is essential to remove barriers to development, affordable housing, and business opportunities in the City. This action would appropriate a maximum of \$149,851 in the City's general fund.

#### **<u>RECOMMENDED ALTERNATIVE(S)</u>**:

Staff recommends Alternative #1 as noted above.

# Attachment:

- 1. Draft Professional Services Agreement (PSA) with Raimi + Associates
- 2. Zoning Consistency Update proposal Raimi + Associates
- 3. Zoning Consistency Analysis

#### DRAFT CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL PLANNING CONSULTANT SERVICES

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of April, 2022, 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, California 92236, County of Riverside, State of California ("City") and City of Coachella a Raimi and Associates with its principal place of business at 1900 Addison Street, Suite 200, Berkeley, CA 94704 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

## 2. RECITALS.

#### 2.1 Consultant.

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

#### 2.2 Project.

City desires to engage Consultant to render such professional services for Zoning Consistency Update ("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 planning consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). 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 April 14, 2022 to January 30, 2023, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### 3.2 Compensation.

3.2.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at an amount not to exceed one hundred forty nine thousand eight hundred and fifty one dollars (\$149, 851.00), based upon the hourly rates and list of authorized expenses set forth in the at the rates set forth in

Exhibit "B" attached hereto and incorporated herein by reference.

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

The Consultant shall invoice the City on a monthly basis for the time expended and reimbursable expenses incurred in performance of the services under this Agreement. Each such monthly invoice of the Consultant shall set forth a detailed narrative description of the services performed (including, without limitation, the specific tasks within the scope of services that the work performed relates to), the names of the individual personnel who performed the services, the amount of time expended for such services, the hourly rates for such services, the specific date (day, month and year) the services were performed, and the amount and nature of the expenses incurred by the Consultant tasks. The invoice of the Consultant shall be accompanied by copies of all third party invoices of expenses for which Consultant is seeking reimbursement.

The Consultant shall be paid the amounts specified in each monthly invoice within 30 days of receipt by the City of Coachella, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, provided further that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

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

3.2.4 <u>Extra Work</u>. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

#### 3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of

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Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

- Matt Raimi, AICP, Founding Principal, CEO
- Simran Malhotra, AICP, AAIA, Principal, Vice-President
- Mellissa Stark, AICP, Senior Planner
- Troy Reinhalter, Associate
- Allesandra Lundin, Senior Planner
- Lilly Nie, Planning/Designer

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

3.3.6 <u>Consultant's Representative</u>. Consultant hereby designates Matt Raimi, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's



Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

#### 3.3.9 Period of Performance.

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

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

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pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

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

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

3.3.10.5 <u>Water Quality Management and Compliance</u>. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with

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PROFESSIONAL SERVICES AGREEMENT

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

3.3.10.6 <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.

#### 3.3.11 Insurance.

3.3.11.1 <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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

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

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

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

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

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

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

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

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

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PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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#### 3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

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#### 3.4 Labor Code Requirements.

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

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

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

3.4.4 <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 Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

#### 3.5 Termination of Agreement.

3.5.1.1 <u>Grounds for Termination</u>. 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,

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at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

# 3.6 Indemnification.

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

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

# 3.7 General Provisions.

3.7.1 <u>Accounting Records</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 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

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from the date of final payment under this Agreement.

#### 3.7.2 Independent Contractors and Subcontracting.

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

3.7.2.2 <u>Prior Approval Required</u>. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 <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:	Raimi and Associates 1900 Addison Street, #200 Berkeley, CA 94704 ATTN: Matt Raimi
City:	City of Coachella 1515 6 <sup>th</sup> Street Coachella, CA 92236 ATTN: Gabriel Perez, Development Services Director

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

#### 3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 <u>Documents & Data; Licensing of Intellectual Property</u>. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

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

3.7.4.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

3.7.4.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

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PROFESSIONAL SERVICES AGREEMENT

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information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 <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.

3.7.6 <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.

3.7.7 <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 costs of such action.

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

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3.7.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

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

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

3.7.12 <u>Assignment or Transfer</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 <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.

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

3.7.15 <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.

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

3.7.17 <u>Invalidity; 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.

3.7.18 <u>Prohibited Interests</u>. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic

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Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 <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.

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

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

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

# EXHIBIT "A" SCOPE OF SERVICES

[See Next Page]

Exhibit "B"-1



# **Scope of Services**

The Scope of Services is based on the R+A Team's understanding of the City's expectations, existing conditions, current law (as of January 1, 2022) and best practices, and our experience with similar projects. R+A will revise the Scope of Services and associated budget as necessary to meet the City's needs or changes in project objectives.

# Task 1: Project Management

#### Task 1.1: Project Kick Off Meeting

R+A and Rincon will attend avirtual kick-off meeting that includes discussions with City Staff including city objectives for the project, identified issues to date, and other topics. This meeting will establish protocols for ongoing communications and refinements to the project schedule.

#### Task 1.2: Monthly Conference Calls

R+A will hold monthly conference calls with the City (and Rincon, as necessary) during the project to discuss project coordination, progress of deliverables, review of documents, planning for workshops/meetings, and contenttopics. Six total meetings are scoped.

#### Task 1.3: Teleconference Work Sessions

In addition to the kick-off meeting and monthly coordination calls, R+A will conduct up to four work sessions (up to 2 hours long each) with Coachella City Staff via video conferencing during the project. For each work session, R+A will create an agenda.

#### Task 1.4: Project Management and Coordination

This task covers on-going project management and coordination, including invoicing, maintaining project workplans, and informal communications with City staff.

#### Deliverables:

Meeting agendas and action notes

# Task 2: Background Research and Review

#### Task 2.1: Document Review

Prior to beginning code work, R+A will conduct background research, review, and analysis. This task will include review and analysis of the 2035 General Plan Zoning Consistency Memo, the Pueblo Viejo Implementation Strategy Plan, and the City's existing Zoning Code.

#### Deliverables:

No deliverables



# Task 3: Framework Recommendations and Mapping Updates

#### Task 3.1: Recommendations and Framework Memo

**Recommendations Memo.** Based on the analysis from Task 2.1 Document Review, R+A will outline the creation of new zoning districts, recommended modifications to any identified Zoning Code Sections, Zoning Map, and General Plan Map. This approach will be summarized in a memo to the City.

Work Session #1 with City Staff. R+A will facilitate a work session with City Staff to discuss the recommendations memo and map updates. This work session will address new districts, inconsistencies, and other recommendations to the code update.

**Framework and Outline.** Based onfeedbackfrom City staff on the Recommendations memoand work session, R+A will prepare a high-level framework outline with development standards for the proposed new zoning districts, identifying code sections that are to be maintained, amended, or discarded and where new sections are needed.

Memo of Additional Findings. R+A will prepare a memo summarizing any additional findings from our analysis in this task that go beyond the Zoning Section Update scope of work. This may include new requirements under State law, among other things, for the City of Coachellato address separately.

#### Task 3.2 Mapping Updates

Work Session #2 with City Staff. R+A will conduct a work session with City Staff to discuss code section framework and outline, updates to the zoning map, and "clean-up" General Plan map edits.

Zoning Map Updates. Building off the direction set forth in Task 3.1 and work session #2, R+A will update the zoning map using ArcGIS or QGIS. The City will provide R+A with updated parcel-based ArcGIS Shapefiles. R+A will prepare three versions of the Zoning Map:

- Admin Draft Map. The first iteration of the Zoning map update will be completed based on the direction from work session #2.
- Public Draft Map. This map will incorporate any feedback from the City in work session #3 and will be presented to decision makers, as noted in Task 5.
- Final Draft Map. The final map will address any feedback from decision makers, and final edits from city staff.

General Plan Map Updates. R+A will update the General Plan map to be consistent with the zoning code districts set forth in the zoning code section update, using ArcGIS or QGIS based on the approach outlined inwork session #2. R+A will prepare three versions of this map:

- Admin DraftMap. The first iteration of the General Plan land use map update will be completed based on the direction from work session #2.
- Public Draft Map. This map will incorporate any feedback from the City in work session #3 and will be presented to decision makers, as noted in Task 5.
- Final DraftMap. The final map will address any feedback from decision makers, and final edits from city staff.



The mapping update task assumes a maximum number of hours to implement the necessary map changes. Should the task exceed the scoped hours due to increased level of detail or unanticipated data issues, R+A will work with City Staff to rescope the task or transfer additional mapping responsibilities. R+A will package final digital files for delivery to the City of Coachella at the completion of the project.

Work Session #3 with City Staff. R+A will conduct a work session with City Staff to discuss the Admin Draft Zoning Map update and Admin Draft General Plan land use map update. No major changes to the maps are expected after this point in the process.

#### Deliverables:

- Draft and Final Recommendations Memo
- Zoning Code update sections outline
- Draft and Final Memo of Additional Findings
- Admin Draft, Public Draft, and Final Zoning Map
- Admin Draft, Public Draft, and Final General Plan Map
- Packaged digital Zoning Map files
- Packaged digital General Plan Map files

#### Task 4: Draft Code Sections

#### Task 4.1: Admin Draft Zoning Code Section Update

**Prepare Code Section Updates.** Based on the direction received from City Staff on the outline, recommendations memo, and General Plan Zoning Consistency memo, R+A will prepare an administrative draft of the zoning code sections for City staff review. For each of the new zones, we will provide use tables, development standards and other regulations, as needed. The draft will also include text and graphics depicting standards forsite and building design.

Work Session #4 with City Staff.R+A will conduct a work session with City Staff to discuss and review edits to the admin draft code sections.

#### Task 4.2: 2<sup>nd</sup> Admin Draft Zoning Code Section Update

After City Staff reviews the Admin Draft and after receipt of consolidated, non-conflicted comments, R+A will make changes and produce the 2<sup>nd</sup>Admin Draft. No major changes are expected after this point in the process.

#### Task 4.3: Public Hearing Draft Zoning Code Section Update

Based on Staff comments to the 2<sup>rd</sup>Admin Draft, R+A will prepare a Public Hearing Draft of the document to be used in both the City Council and Planning Commission hearings.

#### Task 4.4: Environmental Review

As noted in the Approach section of this proposal, Rincon estimates that this project will meet California Environmental Quality Act (CEQA) compliance through a Finding of Consistency (FOC) Checklist with the 2035 General Plan EIR. In this task, Rincon will assess and confirm this approach pursuant to CEQA



Guidelines Section 15183 with a memo to City Staff outlining the proposed environmental review approach that is anticipated to consist of the FOC Checklist.

**Finding of Consistency Checklist (FOC).** Based on initial review of available documents, Rincon anticipates that the FOC checklist will support a determination that the project's impacts would not be peculiar to the parcel or to the project, have been addressed as significant in prior programmatic CEQA documents, or can be substantially mitigated by the imposition of uniformly applied development policies or standards. In that event, the project would not require further environmental review pursuant to *CEQA Guidelines* Section 15183(c). To the maximum extent feasible, existing technical studies and information from the prior General Plan CEQA documentation will be used and, where appropriate, impacts will be quantified and compared to quantitative significance thresholds and/or the conclusions of the prior documents. For issue areas we will demonstrate that the project's impacts would be consistent with those studied in the prior documents through direct comparison of the proposed project with General Plan buildout assumptions modeled and discussed in previous analysis. In this task, Rincon will prepare a draft and final FOC to be reviewed and discussed with City Staff. Note that a FOC does not require public review.

If the analysis in Task 4.4 determines that one or more of the conditions for a Section 15183 Checklist may not be met for a particular impact category, Rincon can prepare an Addendum in accordance with Section 15164 of the CEQA Guidelines. See Optional Task A at the end of this section.

#### Task 4.5: Final Zoning Code Sections

Based on City Council action and final text changes provided by City staff, R+A will prepare the Final Zoning Code and map modifications. The document will be provided in PDF and MS Word format. R+A will prepare final map materials and deliver as electronic ArcGIS files.

#### Deliverables:

- Admin Draft Code sections
- Second Admin Draft Code sections
- Hearing Draft Code sections
- Draft and Final Findings of Consistency Checklist
- Final Zoning Code sections

#### Task 5: Hearings and Adoption

#### Task 5.1 Planning Commission Hearing

R+A will attend, prepare materials for, and make a formal presentation at one Planning Commission hearing (virtual) on the Zoning Code and map modifications. City staff will prepare the staff report. Comments received at the PC hearing will be included in the staff report to the City Council.

#### Task 5.2 City Council Hearing

R+A will attend, prepare materials for, and make a formal presentation at one City Council hearing (virtual) on the Zoning Code and map modifications. City staff will prepare the staff report. Final



Proposal for Zoning Consistency Update City of Coachella

direction received by the City Council will be provided to R+A by the City. R+A will prepare the FinalCode sections as noted in Task 4.4.

#### Deliverables:

- Planning Commission Hearing (1) presentation
- City Council Hearing (1) presentation

#### **Optional Task A:**

#### Additional Environmental Review (General Plan EIR Addendum).

If the analysis in Task 4.4 determines that one or more of the conditions for a Section 15183 Checklist may not be met for a particular impact category, Rincon can prepare an Addendum in accordance with Section 15164 of the *CEQA Guidelines* Section 15164 states that a lead agency may prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a Subsequent EIR have occurred. Therefore, this scope of work assumes that the project would not result in new or substantially increased significant impacts and that, pursuant to *CEQA Guidelines* Section 15164, an EIR Addendum would be the appropriate level of supplemental CEQA review for the project if the conditions of the Section 15183 Checklist cannot be met for all environmental issue areas. Our work program for the Addendum will include the tasks described below.

**Draft EIR Addendum.** If necessary, Rincon will prepare a Draft EIR Addendum pursuant to the requirements set forth in Section 15164 of the *CEQA Guidelines*. The Checklist prepared in the section above will be an appendix to the Addendum to the General Plan EIR that demonstrates the project would not result in any changes/additions that necessitate a Subsequent EIR. The Draft EIR Addendum will include the following content:

- Introduction. The EIR Addendum will include introductory information, including a brief
  description of the project history and an explanation of the relationship of this document to
  previous analysis, including the Section 15183 Checklist as described in Tasks 2 through 3, as
  well as a description of the required contents and applicability of preparing an Addendum,
  and
- Environmental impact evaluation. The EIR Addendum will evaluate whether the proposed project, specifically increased development that would be permitted under the zoning updates, would have different environmental impacts or a different degree of impact than those presented in the existing certified General Plan EIR. The impact evaluation will address all issue areas determined to not meet the significance criteria of *CEQA Guidelines* Section 15183. Issue areas will be analyzed at a level of detail similar to a CEQA Initial Study checklist and compared to the General Plan EIR to determine the level of impact. Although this approach is more detailed than a typical Addendum it will provide a more conservative and thorough analysis of the zoning updates to conclude that there will be no new impacts or increased level of impacts.

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Consistent with the existing certified EIR, the impacts analysis will be at a program level. Rincon's scope of work does not include any site visits, field surveys or measurements, or project-level modeling.

The Draft EIR Addendum will be in the format of a stand-alone report. Rincon will submit an electronic copy of the Draft EIR Addendum in Microsoft Word and PDF formats for City review and comment.

Final EIR Addendum. Rincon will address City comments on the Draft EIR Addendum and prepare the Final EIR Addendum. We assume the City of Coachella will handle noticing regarding the project and that, consistent with the CEQA *Guidelines*, the document will not be specifically and separately circulated for public comment.

#### Scope of Work Assumptions

- All meetings will be held virtually.
- The scope of work assumes any community engagement will be handled by the City of Coachella, including briefings with decision makers.
- The scope of work assumes any notification to property owners based on zoning code or general plan land use changes will be handled by the City of Coachella.
- The City of Coachella will provide R+A with an editable version (Word document) of the City's Zoning Code and Pueblo Viejo Implementation Strategy Plan.
- · Amendments to the General Plan text are not included in this scope of work or budget.
- The City will provide R+A with updated parcel-based ArcGIS Shapefiles which will serve as the basis for the mapping updates.
- All tasks are budgeted with an allowance for number of hours which assume level of effort that
  is consistent with industry best practices and standards.
- The City will provide comments on draft document electronically in Word. This will include one set of non-conflicting comments that provide clear direction for the consultant team.



# EXHIBIT "B" COMPENSATION

# Zoning Consistency Update Cost Proposal

City of Coachella									
Zoning Code Update									
Cost Proposal		aimi + A	ssociate	es	Rincon				
	Principal	Associate	Senior Planner	Planner	Principal/ Director I	Senior Prof I	Prof IV	Clerical/ Admin	Labor Cost
Hours per Task					Director				Per Task
Task 1: Project Management									
Task 1.1: Project Kick-Off Meeting	2	4	6		1	2		2	3,144
Task 1.2: Monthly Conference Calls (6)	6		6		2	2			3,474
Task 1.3: Work sessions (up to 4)	8	10	10	4	2	2			7,154
Task 1.4: Project Management & Coordination	6		12		4	8			6,236
Subtotal T	ask 1 22	14	34	4	9	14	-	2	20,008
Task 2: Initial Review & Analysis									
Task 2.1 Document Review	2	16	16	8	2	6			9,202
Subtotal T		16	16	8	2	6	-	-	9,202
Task 3: Framework Recommendations and Mapping Updates									
Task 3.1: Recommendations and Framework Memo	12	20	40	4					14,200
Task 3.2 Mapping Updates	2	8	28	22					10,080
Subtotal T	rask 3 14	28	68	26	•		-	-	24,280
Task 4: Draft Code Sections									
Task 4.1: Admin Draft Zoning Code Section Update	16	32	80	26					27,580
Task 4.2: 2 <sup>nd</sup> Admin Draft Zoning Code Section Update	4	8	20	16					8,320
Task 4.3: Public Hearing Draft Zoning Code Section Update	2	4	12	2					3,600
Task 4.4: Environmental Review (FOC - draft and final)	2	4	8		5	12	48	2	14,926
Task 4.5: Final Zoning Code Sections (allowance)	2	4	8	2					2,920
Subtotal T Task 5: Hearings and Adoption	<b>ask 4</b> 26	52	128	46	5	12	48	2	57,346
Task 5.1: Planning Commission Hearing	8	8	8		6				6,560
Task 5.2: City Council Hearing	8	8	8		6				6,560
Subtotal T		16	16		12		-	-	13,120
Total Hours	80	126	262	84	28	32	48	4	15,120
Billing Rate	\$250	\$190	\$170	\$150	\$280	\$197	\$174	\$95	
Labor Cost	\$20,000		\$44,540	\$12,600	\$7,840	\$6,304	\$8,352	\$380	
Total Firm Labor		420/010	41.0010	<i>+==</i> /000	<i><b></b><i></i></i>	40,001	40/002	4000	\$123,95
	0051								<i><i><i>q123333</i></i></i>
EXPENSES									
Mileage and Travel Expenses					1				
Project/Sub Management (7%)					1				1,603
Document Printing					1				2 012
Office Expenses (Phone, Fax, Copies, etc.) Total Exp	ancac				+				3,012 4,613
					+				
TEAM T	UTAL								\$128,569
5% CONTING	ENCY								\$6,428
GRAND T	OTAL								\$134,997
01110									, , ,
OPTIONAL TASK (IF NEEDED)									
Task 4.4: Environmental Review (EIR Addendum - draft and final)	4	4	8		8	18	32	4	\$14,854

Proposal submission for the

# City of Coachella's Zoning Consistency Update

Submitted Raimi + Associates with Rincon Consultants | March 17, 2022





Item 15.

Proposal for Zoning Consistency Update for the City of Coachella

#### Submitted on:

March 17, 2022

#### Submitted by:

Raimi + Associates 1900 Addison Street, Suite 200 Berkeley, CA 94704 & 706 S Hill Street, 11<sup>th</sup> Floor Los Angeles, CA 90014

#### **Primary Contacts:**

Matt Raimi, Founding Principal/CEO Raimi + Associates Mobile: (510) 789.8332 | Direct: (510) 200.0520 <u>matt@raimiassociates.com</u>

Simran Malhotra, Principal/Vice President Raimi + Associates Mobile: (626) 584.8946 | Direct: (213) 599.7671 <u>simran@raimiassociates.com</u>

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March 17, 2022

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

# Subject: Zoning Consistency Update for the City of Coachella

Dear Gabriel Perez,

On behalf of the Raimi + Associates, Inc. team (R+A), we are excited to present our proposal for a Zoning Consistency Update for the City of Coachella. To assist with this project, we are joined by Rincon Consultants (Rincon), who will lead the environmental review portion of the project.

Raimi + Associates and Rincon were fortunate to work with the City of Coachella on the 2035 General Plan Update and are excited at the opportunity to implement the vision set forth in that Plan by updating sections of the City's Zoning Code. Our familiarity with the City of Coachella and the adopted General Plan will be fundamental in preparing the Zoning Consistency Update in the required timeframe.

Raimi + Associates has worked extensively across California, Riverside County, and the Coachella Valley providing long range planning, zoning, and design review services. We have worked for the cities of Coachella, Indio, Cathedral City, Palm Desert, Palm Springs, Beaumont, and Moreno Valley over the last fifteen years. Most notably, Raimi + Associates has led General Plan Updates for nearby cities of Palm Desert, Indio, and Beaumont, along with zoning codes for Indio and Climate Action Plans for Palm Desert and Coachella.

R+A, and our key staff, have significant experience on the range of planning and design projects that make up the core components of this project. These include:

- Expertise in preparing zoning codes as part of or subsequent to Specific Plans or General Plan Updates.
- Experts in ArcGIS/QGIS mapping and cartography.
- Familiarity with the recent new State legislation that affects the implementation of development and design regulations.

For this project, **Simran Malhotra** will serve as the Principal-in-Charge and **Melissa Stark** will be the Project Manager. Simran and Melissa have worked together in nearby communities on similar long-range planning efforts. They will be supported by staff with expertise in General Plan consistency, development and design regulations, policy writing, and ArcGIS mapping.

This proposal includes our scope, schedule, budget, and team—including qualifications for Rincon—as requested in your RFP. We would very much appreciate the opportunity to work with you again. In the meantime, should you have any questions, please feel free to call either of us at your convenience.

Sincerely,

mom

Matt Raimi, AICP Founding Principal, CEO <u>matt@raimiassociates.com</u> | 510.200.0520 1900 Addison Street, #200, Berkeley, CA 94704

Gimean helled

Simran Malhotra, AICP, AAIA Principal, Vice-President <u>simran@raimiassociates.com</u> | 213.599.7671 706 S. Hill Street, 11<sup>th</sup> Floor, Los Angeles, CA 90014

# Approach

In all our work, R+A strives to work as an extension of City Staff. We find that a close working relationship, and flexible approach allows us to meet our clients' needs in an every-changing public landscape.

Our team understands the City's goal for the Zoning Consistency Update is to create new zoning districts for the General Plan, convert the Pueblo Viejo Strategy Implementation Plan into code format, and to address and implement the General Plan Zoning Consistency analysis.

Based on the RFP, discussions with City staff, and our experience working on several zoning code projects, R+A has identified the following project objectives:

- Update the Zoning Code to include up to 5 new zones (citywide) to reflect the 2035 General Plan Zoning Consistency Analysis.
- Evaluate the Pueblo Viejo Strategy Implementation Plan districts for consistency with the General Plan Land Use and consolidate as necessary. Convert the new code text to the online Muni Code format.
- Update the General Plan Map to be consistent and address City Staff identified "clean-up" items.
- Update the Zoning Map to reflect new districts from the 2035 General Plan and Pueblo Viejo Strategy Implementation Plan.
- Provide environmental clearance for the above changes to the Zoning Code and General Plan.
- Work closely with City Staff to ensure a smooth flow of work, maintain the project schedule, and meet budget expectations.

Based on the RFP and provided documentation, our team estimates that the Zoning Consistency Update is not expected to increase any level of environmental impacts identified in the 2035 General Plan EIR. Therefore, a Finding of Consistency (FOC) Checklist with the 2035 General Plan EIR should suffice for California Environmental Quality Act (CEQA) compliance for the project. However, if a FOC is not deemed to be appropriate after starting the work, we have also included an optional task for an Addendum to the General Plan EIR.

In addition, our review of the existing Zoning Code may uncover other gaps between recent State law and the code. We will identify any potential gaps in a memorandum for the City to address in the future.

The Coachella Zoning Consistency Update project is subject to an October 15, 2022, statutory deadline. Due to the short timeline, we have prepared a narrow project scope and associated budget, which is detailed in later in this proposal. We welcome the opportunity to work with City staff to modify our scope and budget to best meet the City of Coachella's needs.

# Team

# Raimi + Associates

Raimi + Associates, the lead consulting firm for this effort, is an award-winning multidisciplinary urban design, planning, policy, and research firm founded in 2006 with offices in Los Angeles, Riverside, and Berkeley. In November 2021, R+A qualified for the city of Coachella's professional services on-call list in the areas of (1) Long Range Planning, (2) Housing Needs Assessments, and (3) Design Review. Through that effort, the City of Coachella reviewed R+A's extensive qualifications related to long range planning and zoning work, including our history working for the City of Coachella, and throughout the Coachella Valley on similar projects.

## **Teaming Partners**

Raimi + Associates will be supported by Rincon Consultants, our frequent teaming partner, and expert in the field of environmental review. R+A and Rincon collaborated on the 2035 Coachella General Plan Update, in addition to over a dozen other similar projects in the last decade. Rincon will support the environmental review process for the Zoning Consistency project. Their team is intimately familiar with the City of Coachella. Greg Martin, who worked on the 2035 General Plan EIR, will serve as the Project Manager for environmental review associated with the Zoning Consistency work.

Located at the back of this proposal is a brief overview of Rincon's firm, service areas, and key staff resumes.

PRIME

SUBCONSULTANT

# Organization

Raimi + Associates has talented staff that oversee, lead, and support complex projects in a variety of scales. The following chart highlights the structure and organization of our team proposed for the Coachella Zoning Consistency Update. This team will be supported and augmented, as necessary, with our in-house experts. The following pages include bios for key staff members of the team.



# Raimi + Associates

Zoning Consistency and Mapping

Simran Malhotra, AICP, Assoc. AIA, Principal | Principal in Charge Melissa Stark, AICP, Senior Planner | Deputy Project Manager and Code Writing Troy Reinhalter, LEED GA, Associate | Zoning Consistency Alessandra Lundin, Associate | Zoning Consistency and Code Writing Lilly Nie, Planner/Designer | Mapping and Writing Support

# **Rincon Consultants**

Environmental Review

Matt Maddox, AICP, Principal | Principal in Charge Greg Martin, AICP, Senior Planner | Environmental Review Project Manager Marco Mendoza, Planner | Principal Analyst

# Key Staff Bios Raimi + Associates



### Simran Malhotra, AICP, AAIA | Vice President + Principal | Principal-in-Charge

Simran will serve as the Principal in Charge for the Zoning Code Consistency Update. Simran's background in planning, urban design, and architecture, brings a distinctive design perspective to all her projects leading to the creation of vibrant, attractive, and thriving places. Simran's recent and current zoning work ranges from strategic modifications to comprehensive updates for the cities of Palmdale, Indio, and Beaumont. She also has experience working on General Plan Updates and is intimately familiar with consistency requirements across both regulatory documents.



### Melissa Stark, AICP | Senior Planner | Zoning Consistency and Support

Melissa will serve as the day-to-day project manager on the Zoning Consistency Update. Her recent and ongoing work includes General Plan and Zoning code updates for the cities of Thousand Oaks, Palmdale, Indio, and Beaumont. Melissa will contribute to the code writing, mapping, and consistency work on the Coachella Zoning Code. She will also coordinate with City Staff and Rincon Consultants on an ongoing basis throughout the project.



#### Troy Reinhalter | Associate | General Plan and Zoning Consistency

Troy worked extensively on the Coachella 2035 General Plan land use element and brings a breadth of knowledge and continuity to the Zoning Consistency Update. He will support and oversee writing and overall consistency on the project. Troy has experience working across the Coachella Valley on General Plans, urban design projects, zoning codes, and Climate Action Plans. His roles have included project management, plan writing and layout, diagramming/mapping, and facilitation.



#### Alessandra Lundin | Senior Planner | Zoning Consistency and Code Writing

Alessandra will support zoning consistency and will lead code writing for the project. Alessandra has a broad range of experience on urban design and land use planning projects including zoning codes, specific plans, corridor and downtown plans, and objective design standards. She is currently drafting the Indio Zoning and Sign Code Update.



#### Lilly Nie | Planning/Designer | GIS Mapping and Analysis

Lilly is a planner and designer with a wide breadth of experiences across local and federal agencies, non-profits, and academia. She is passionate about advocating for healthy, active communities through equity-oriented policies and programs. Lilly will conduct GIS mapping and analysis for the Zoning Consistency Update.

### **Rincon Consultants**



#### Matt Maddox, MESM, AICP | Principal | Principal-in-Charge

Matt has a strong background in environmental management, policy, and planning. He has contributed to successful environmental and planning projects ranging from general plans to focused inner city redevelopment studies, to climate action plans and documentation for compliance with environmental regulations, to greenhouse gas emissions analysis for industrial facilities. Matt Maddox will serve as the Principal-in-Charge for this project.



#### Greg Martin, AICP | Senior Environmental Planner | Project Manager

Greg will serve as the environmental review project manager. He has over 15 years of experience in the land use and environmental planning fields. Greg's background in policy work informs his environmental impact analysis. He has led dozens of CEQA and NEPA documents over the last fifteen years, including work on the Coachella General Plan Update EIR.



#### Marco Mendoza | Planner | Principal Analyst

Marco is a dynamic and experienced professional planner, who recently joined Rincon Consultants. Prior to joining Rincon, he managed numerous Community Placement Plan projects involving the site selection, acquisition, design, and rehabilitation of single-family homes into residential care facilities for individuals with intellectual and developmental disabilities.

# **Scope of Services**

The Scope of Services is based on the R+A Team's understanding of the City's expectations, existing conditions, current law (as of January 1, 2022) and best practices, and our experience with similar projects. R+A will revise the Scope of Services and associated budget as necessary to meet the City's needs or changes in project objectives.

### Task 1: Project Management

#### Task 1.1: Project Kick Off Meeting

R+A and Rincon will attend a virtual kick-off meeting that includes discussions with City Staff including city objectives for the project, identified issues to date, and other topics. This meeting will establish protocols for ongoing communications and refinements to the project schedule.

#### Task 1.2: Monthly Conference Calls

R+A will hold monthly conference calls with the City (and Rincon, as necessary) during the project to discuss project coordination, progress of deliverables, review of documents, planning for workshops/meetings, and content topics. Six total meetings are scoped.

#### Task 1.3: Teleconference Work Sessions

In addition to the kick-off meeting and monthly coordination calls, R+A will conduct up to four work sessions (up to 2 hours long each) with Coachella City Staff via video conferencing during the project. For each work session, R+A will create an agenda.

#### Task 1.4: Project Management and Coordination

This task covers on-going project management and coordination, including invoicing, maintaining project workplans, and informal communications with City staff.

#### Deliverables:

• Meeting agendas and action notes

## Task 2: Background Research and Review

#### Task 2.1: Document Review

Prior to beginning code work, R+A will conduct background research, review, and analysis. This task will include review and analysis of the 2035 General Plan Zoning Consistency Memo, the Pueblo Viejo Implementation Strategy Plan, and the City's existing Zoning Code.

#### Deliverables:

• No deliverables

## Task 3: Framework Recommendations and Mapping Updates

#### Task 3.1: Recommendations and Framework Memo

**Recommendations Memo.** Based on the analysis from Task 2.1 Document Review, R+A will outline the creation of new zoning districts, recommended modifications to any identified Zoning Code Sections, Zoning Map, and General Plan Map. This approach will be summarized in a memo to the City.

**Work Session #1 with City Staff.** R+A will facilitate a work session with City Staff to discuss the recommendations memo and map updates. This work session will address new districts, inconsistencies, and other recommendations to the code update.

**Framework and Outline.** Based on feedback from City staff on the Recommendations memo and work session, R+A will prepare a high-level framework outline with development standards for the proposed new zoning districts, identifying code sections that are to be maintained, amended, or discarded and where new sections are needed.

**Memo of Additional Findings.** R+A will prepare a memo summarizing any additional findings from our analysis in this task that go beyond the Zoning Section Update scope of work. This may include new requirements under State law, among other things, for the City of Coachella to address separately.

#### Task 3.2 Mapping Updates

**Work Session #2 with City Staff.** R+A will conduct a work session with City Staff to discuss code section framework and outline, updates to the zoning map, and "clean-up" General Plan map edits.

**Zoning Map Updates.** Building off the direction set forth in Task 3.1 and work session #2, R+A will update the zoning map using ArcGIS or QGIS. The City will provide R+A with updated parcel-based ArcGIS Shapefiles. R+A will prepare three versions of the Zoning Map:

- Admin Draft Map. The first iteration of the Zoning map update will be completed based on the direction from work session #2.
- **Public Draft Map.** This map will incorporate any feedback from the City in work session #3 and will be presented to decision makers, as noted in Task 5.
- **Final Draft Map.** The final map will address any feedback from decision makers, and final edits from city staff.

**General Plan Map Updates.** R+A will update the General Plan map to be consistent with the zoning code districts set forth in the zoning code section update, using ArcGIS or QGIS based on the approach outlined in work session #2. R+A will prepare three versions of this map:

- **Admin Draft Map.** The first iteration of the General Plan land use map update will be completed based on the direction from work session #2.
- **Public Draft Map.** This map will incorporate any feedback from the City in work session #3 and will be presented to decision makers, as noted in Task 5.
- **Final Draft Map.** The final map will address any feedback from decision makers, and final edits from city staff.

The mapping update task assumes a maximum number of hours to implement the necessary map changes. Should the task exceed the scoped hours due to increased level of detail or unanticipated data issues, R+A will work with City Staff to rescope the task or transfer additional mapping responsibilities. R+A will package final digital files for delivery to the City of Coachella at the completion of the project.

**Work Session #3 with City Staff.** R+A will conduct a work session with City Staff to discuss the Admin Draft Zoning Map update and Admin Draft General Plan land use map update. No major changes to the maps are expected after this point in the process.

### Deliverables:

- Draft and Final Recommendations Memo
- Zoning Code update sections outline
- Draft and Final Memo of Additional Findings
- Admin Draft, Public Draft, and Final Zoning Map
- Admin Draft, Public Draft, and Final General Plan Map
- Packaged digital Zoning Map files
- Packaged digital General Plan Map files

# Task 4: Draft Code Sections

### Task 4.1: Admin Draft Zoning Code Section Update

**Prepare Code Section Updates.** Based on the direction received from City Staff on the outline, recommendations memo, and General Plan Zoning Consistency memo, R+A will prepare an administrative draft of the zoning code sections for City staff review. For each of the new zones, we will provide use tables, development standards and other regulations, as needed. The draft will also include text and graphics depicting standards for site and building design.

**Work Session #4 with City Staff.** R+A will conduct a work session with City Staff to discuss and review edits to the admin draft code sections.

### Task 4.2: 2<sup>nd</sup> Admin Draft Zoning Code Section Update

After City Staff reviews the Admin Draft and after receipt of consolidated, non-conflicted comments, R+A will make changes and produce the 2<sup>nd</sup> Admin Draft. No major changes are expected after this point in the process.

### Task 4.3: Public Hearing Draft Zoning Code Section Update

Based on Staff comments to the 2<sup>nd</sup> Admin Draft, R+A will prepare a Public Hearing Draft of the document to be used in both the City Council and Planning Commission hearings.

### Task 4.4: Environmental Review

As noted in the Approach section of this proposal, Rincon estimates that this project will meet California Environmental Quality Act (CEQA) compliance through a Finding of Consistency (FOC) Checklist with the 2035 General Plan EIR. In this task, Rincon will assess and confirm this approach pursuant to CEQA

Guidelines Section 15183 with a memo to City Staff outlining the proposed environmental review approach that is anticipated to consist of the FOC Checklist.

**Finding of Consistency Checklist (FOC).** Based on initial review of available documents, Rincon anticipates that the FOC checklist will support a determination that the project's impacts would not be peculiar to the parcel or to the project, have been addressed as significant in prior programmatic CEQA documents, or can be substantially mitigated by the imposition of uniformly applied development policies or standards. In that event, the project would not require further environmental review pursuant to *CEQA Guidelines* Section 15183(c). To the maximum extent feasible, existing technical studies and information from the prior General Plan CEQA documentation will be used and, where appropriate, impacts will be quantified and compared to quantitative significance thresholds and/or the conclusions of the prior documents. For issue areas we will demonstrate that the project's impacts would be consistent with those studied in the prior documents through direct comparison of the proposed project with General Plan buildout assumptions modeled and discussed in previous analysis. In this task, Rincon will prepare a draft and final FOC to be reviewed and discussed with City Staff. Note that a FOC does not require public review.

If the analysis in Task 4.4 determines that one or more of the conditions for a Section 15183 Checklist may not be met for a particular impact category, Rincon can prepare an Addendum in accordance with Section 15164 of the CEQA Guidelines. See Optional Task A at the end of this section.

### Task 4.5: Final Zoning Code Sections

Based on City Council action and final text changes provided by City staff, R+A will prepare the Final Zoning Code and map modifications. The document will be provided in PDF and MS Word format. R+A will prepare final map materials and deliver as electronic ArcGIS files.

### Deliverables:

- Admin Draft Code sections
- Second Admin Draft Code sections
- Hearing Draft Code sections
- Draft and Final Findings of Consistency Checklist
- Final Zoning Code sections

# Task 5: Hearings and Adoption

### Task 5.1 Planning Commission Hearing

R+A will attend, prepare materials for, and make a formal presentation at one Planning Commission hearing (virtual) on the Zoning Code and map modifications. City staff will prepare the staff report. Comments received at the PC hearing will be included in the staff report to the City Council.

### Task 5.2 City Council Hearing

R+A will attend, prepare materials for, and make a formal presentation at one City Council hearing (virtual) on the Zoning Code and map modifications. City staff will prepare the staff report. Final

direction received by the City Council will be provided to R+A by the City. R+A will prepare the Final Code sections as noted in Task 4.4.

### Deliverables:

- Planning Commission Hearing (1) presentation
- City Council Hearing (1) presentation

## **Optional Task A**:

### Additional Environmental Review (General Plan EIR Addendum).

If the analysis in Task 4.4 determines that one or more of the conditions for a Section 15183 Checklist may not be met for a particular impact category, Rincon can prepare an Addendum in accordance with Section 15164 of the *CEQA Guidelines*. Section 15164 states that a lead agency may prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a Subsequent EIR have occurred. Therefore, this scope of work assumes that the project would not result in new or substantially increased significant impacts and that, pursuant to *CEQA Guidelines* Section 15164, an EIR Addendum would be the appropriate level of supplemental CEQA review for the project if the conditions of the Section 15183 Checklist cannot be met for all environmental issue areas. Our work program for the Addendum will include the tasks described below.

**Draft EIR Addendum.** If necessary, Rincon will prepare a Draft EIR Addendum pursuant to the requirements set forth in Section 15164 of the *CEQA Guidelines*. The Checklist prepared in the section above will be an appendix to the Addendum to the General Plan EIR that demonstrates the project would not result in any changes/additions that necessitate a Subsequent EIR. The Draft EIR Addendum will include the following content:

- Introduction. The EIR Addendum will include introductory information, including a brief description of the project history and an explanation of the relationship of this document to previous analysis, including the Section 15183 Checklist as described in Tasks 2 through 3, as well as a description of the required contents and applicability of preparing an Addendum, and
- Environmental impact evaluation. The EIR Addendum will evaluate whether the proposed project, specifically increased development that would be permitted under the zoning updates, would have different environmental impacts or a different degree of impact than those presented in the existing certified General Plan EIR. The impact evaluation will address all issue areas determined to not meet the significance criteria of *CEQA Guidelines* Section 15183. Issue areas will be analyzed at a level of detail similar to a CEQA Initial Study checklist and compared to the General Plan EIR to determine the level of impact. Although this approach is more detailed than a typical Addendum it will provide a more conservative and thorough analysis of the zoning updates to conclude that there will be no new impacts or increased level of impacts.

Consistent with the existing certified EIR, the impacts analysis will be at a program level. Rincon's scope of work does not include any site visits, field surveys or measurements, or project-level modeling.

The Draft EIR Addendum will be in the format of a stand-alone report. Rincon will submit an electronic copy of the Draft EIR Addendum in Microsoft Word and PDF formats for City review and comment.

**Final EIR Addendum.** Rincon will address City comments on the Draft EIR Addendum and prepare the Final EIR Addendum. We assume the City of Coachella will handle noticing regarding the project and that, consistent with the CEQA *Guidelines*, the document will not be specifically and separately circulated for public comment.

# Scope of Work Assumptions

- All meetings will be held virtually.
- The scope of work assumes any community engagement will be handled by the City of Coachella, including briefings with decision makers.
- The scope of work assumes any notification to property owners based on zoning code or general plan land use changes will be handled by the City of Coachella.
- The City of Coachella will provide R+A with an editable version (Word document) of the City's Zoning Code and Pueblo Viejo Implementation Strategy Plan.
- Amendments to the General Plan text are not included in this scope of work or budget.
- The City will provide R+A with updated parcel-based ArcGIS Shapefiles which will serve as the basis for the mapping updates.
- All tasks are budgeted with an allowance for number of hours which assume level of effort that is consistent with industry best practices and standards.
- The City will provide comments on draft document electronically in Word. This will include one set of non-conflicting comments that provide clear direction for the consultant team.

The following section includes the cost proposal for the preparation of the Zoning Consistency Update. The cost proposal includes a breakdown of the anticipated personnel hours for each task by billing rate category. The total budget is **\$134,990** including a 5% contingency. The cost of the optional task is \$14,854.

Cost Proposal         Raimi + Associates         Rincon           Hours per Task         Principal         Associate         Senior         Planner         Planner         Principal         Senior         Planner         Principal         Senior         Planner         Principal         Senior         Planner         Principal         Senior         Principal         Senior         Principal         Senior         Principal         Senior         Planner         Principal         Senior         Principal         Senior         Principal         Senior         Principal         Senior         Principal         Senior         Principal         Senior	City of Coachella									
Principal Associate Senior Planner         Planner         Principal / Senior Prof IV         Clerical / Admin           Hours per Task         2         4         6         1         2         2           Task 1: Project Management         6         6         6         2         2         2           Task 1: Stroll Conference Calls (6)         6         6         1         2         2         2           Task 1: Project Management & Coordination         6         12         2         2         2           Task 1: Project Management & Coordination         6         12         2         2         2           Task 1: Project Management & Coordination         6         12         4         8         2           Task 2: Incournent & Review         Subtotol Task 2         2         16         6         8         2         6         -         -           Task 3: Incournent Review         Subtotol Task 2         2         16         6         8         2         6         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         <	Zoning Code Update									
Principal Associate Planner         Planner         Pincipal Prof I	Cost Proposal	R	laimi + A	ssociate	es					
Hours per Task         Total I.Project Management         Image Project M		Principal	Associate		Planner		ProfI	Prof IV		Labor Cost
Task 1.1: Project Kick-Off Meeting       2       4       6       1       2       14       4       8       2       2       15       16       16       7       2       16       16       7       2       16       16       8       2       6       -       -       2       16       16       8       2       6       -       -       1       15       15       12       2       16       16       8       2       6       -       -       -       1       15       15       12       16       16       32       14       2       2       2       16       16       32       14       2       2       1       1       1       1       1       1       1       1       1       1       1       1       1       1	Hours per Task					Director				Per Task
Task 1.1: Project Kick-Off Meeting       2       4       6       1       2       14       4       8       2       2       15       16       16       7       2       16       16       7       2       16       16       8       2       6       -       -       2       16       16       8       2       6       -       -       1       15       15       12       2       16       16       8       2       6       -       -       -       1       15       15       12       16       16       32       14       2       2       2       16       16       32       14       2       2       1       1       1       1       1       1       1       1       1       1       1       1       1       1		_								
Task 1.2: Monthly Conference Calls (6)       6       6       2       2       2         Task 3.1: Work sessions (up ta 4)       8       10       10       4       4       2       2       2         Task 1.3: Work sessions (up ta 4)       5       Subtotal Task 1       22       16       16       8       2       6       -       2       1         Task 2: Initial Review & Analysis       2       16       16       8       2       6       -       -       1         Task 2: Initial Review & Analysis       2       16       16       8       2       6       -       -       1         Task 3: Recommendations and Framework Memo       112       20       40       4       8       2       6       -       -       1         Task 3: Recommendations and Framework Memo       112       20       40       4       8       2       6       -       -       1         Task 4: A minih Draft Zoning Code Section Update       12       8       28       2       2       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -										
Task 1.3: Work sessions (up to 4)       8       10       10       4       2       2			4						2	3,144
Task 1.4: Project Management & Coordination       6       12       4       8       7										3,474
Subtotal Task 1         22         14         34         4         9         14         .         2           Task 2: Initial Review & Analysis         2         16         16         8         2         6         .			10		4					7,154
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Task 2.1 Document Review       2       16       16       8       2       6       -       6         Task 3.1 Framework Recommendations and Mapping Updates       12       20       40       4       2       6       -       6       7		k1 22	14	34	4	9	14	-	2	20,008
Subtotal Task 2         2         16         16         8           Task 3: Framework Recommendations and Mapping Updates         12         20         40         4           Task 3: Ecommendations and Framework Memo         12         20         40         4           Task 3: Ecommendations and Framework Memo         12         20         40         4           Task 3: Ecommendations and Framework Memo         12         20         40         4           Task 3: Ecommendations and Framework Memo         12         20         40         4           Task 4: Draft Code Section Update         14         28         68         26         -	•	2	16	16	8	2	6			9,202
Task 3: Framework Recommendations and Mapping Updates       12       20       40       4       4       7 <td></td> <td></td> <td>-</td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>9,202 9,202</td>			-	-	-		-	-		9,202 9,202
Task 3.1: Recommendations and Framework Memo       12       20       40       4         Task 3.2: Mapping Updates       2       8       28       22         Task 3.2: Mapping Updates       14       28       68       26       -		~ 2	10	10	0	2	0			5,202
Task 3.2 Mapping Updates       2       8       28       22       8       28       22       8       28       22       8       28       22       8       28       22       8       28       22       8       28<		12	20	⊿∩	1					14,200
Subtotal Task 3       14       28       68       26         Task 4: Draft Code Section Update       16       32       80       26         Task 4:: Admin Draft Zoning Code Section Update       16       32       80       26         Task 4:: Admin Draft Zoning Code Section Update       16       32       80       26         Task 4:: Admin Draft Zoning Code Section Update       16       32       80       26         Task 4:: Sirvinomental Review (FOC - draft and final)       2       4       8       20       16       5       12       48       2         Task 4:: Sirvinomental Review (FOC - draft and final)       2       4       8       2       5       12       48       2         Task 5:: Final Zoning Code Sections (allowance)       Subtotal Task 4       26       52       12       48       2         Task 5:: City Council Hearing       8       8       8       6       5       12       48       2         Total Hours       Subtotal Task 5       16       16       16       12       -       -       -       -         Subtotal Task 5       Subtotal Task 5       16       16       16       16       12       -       -       -										14,200
Task 4: Draft Code Section Update       16       32       80       26         Task 4.: Admin Draft Zoning Code Section Update       4       8       20       16         Task 4.: Admin Draft Zoning Code Section Update       2       4       12       2         Task 4.: Public Hearing Draft Zoning Code Section Update       2       4       8       2       5       12       48       2         Task 4.: Public Hearing Draft Zoning Code Section Update       2       4       8       2       5       12       48       2         Task 4.: Public Hearing Draft Zoning Code Section Update       2       4       8       2       5       12       48       2       48       2       5       12       48       2       48       2       48       2       5       12       48       2       48       2       48       2       48       2       48       2       48       2       48       2       48       2       48       2       48       2       48       4       4       48       48       48       48       48       48       48       48       48       48       48       48       48       48       48       48       48 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>24,280</td>						-	-	-	-	24,280
Task 4.1: Admin Draft Zoning Code Section Update       16       32       80       26         Task 4.2: 2"d Admin Draft Zoning Code Section Update       2       4       12       2         Task 4.2: 2"d Admin Draft Zoning Code Section Update       2       4       8       20       16         Task 4.2: 2"d Admin Draft Zoning Code Section Update       2       4       8       20       5       12       48       20         Task 4.2: 2"d Admin Draft Zoning Code Section Update       2       4       8       20       5       12       48       20       10         Task 4.2: 2"d Admin Draft Zoning Code Section Update       2       4       8       20       5       12       48       20       10         Task 4.2: 2"d Admin Draft Zoning Code Section Salowance)       2       4       8       20       5       12       48       20       10         Task 5.1: Planning Commission Hearing       8       8       8       8       6       -       -       -       -       -       12       -       -       -       10       10       10       12       -       -       -       10       10       10       10       10       10       10       10       10 <td></td> <td></td> <td>20</td> <td>50</td> <td>20</td> <td></td> <td></td> <td></td> <td></td> <td>24,200</td>			20	50	20					24,200
Task 4.2: 2 <sup>nd</sup> Admin Draft Zoning Code Section Update       4       8       20       16         Task 4.3: Public Hearing Draft Zoning Code Section Update       2       4       12       2         Task 4.4: Environmental Review (PC - draft and final)       2       4       8       5       12       48       2         Task 4.4: Environmental Review (PC - draft and final)       2       4       8       5       12       48       2         Task 4.3: Final Zoning Code Sections (allowance)       2       4       8       6       5       12       48       2       7         Task 5: Final Zoning Code Sections (allowance)       8       8       8       6       5       12       48       2       7         Task 5: Planning Commission Hearing       8       8       8       6       -       7       -       -       7 <td></td> <td>16</td> <td>32</td> <td>80</td> <td>26</td> <td></td> <td></td> <td></td> <td></td> <td>27,580</td>		16	32	80	26					27,580
Task 4.3: Public Hearing Draft Zoning Code Section Update       2       4       12       2       4       8       7 </td <td></td> <td>4</td> <td>8</td> <td></td> <td>16</td> <td></td> <td></td> <td></td> <td></td> <td>8,320</td>		4	8		16					8,320
Task 4.4: Environmental Review (FOC - draft and final)       2       4       8       2       4       8       2         Task 4.5: Final Zoning Code Sections (allowance)       2       4       8       2       5       12       48       2       7         Task 5.1: Planning Commission Hearing       8       8       8       6       7 </td <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td>3,600</td>					-					3,600
Task 4.5: Final Zoning Code Sections (allowance)       2       4       8       2       128       46       5       12       48       2       7         Task 5.1: Planning Commission Hearing       8       8       8       6       7 <td></td> <td></td> <td></td> <td></td> <td>-</td> <td>5</td> <td>12</td> <td>48</td> <td>2</td> <td>14,926</td>					-	5	12	48	2	14,926
Subtotal Task 4       26       52       128       46       5       12       48       2         Task 5: Hearings and Adoption       8       8       8       6       7					2	5			-	2,920
Task 5: Hearings and Adoption       Image: Second Sec						5	12	48	2	57,346
Task 5.1: Planning Commission Hearing       8       8       8       8       6			-	-	-	-				
Task 5.2: City Council Hearing       8       8       8       8       6       5       6       5       7       <		8	8	8		6				6,560
Subtotal Task 5       16       16       16       16       12       -       -       <       I         Total Hours       80       126       262       84       28       32       48       4         Billing Rate       \$250       \$190       \$170       \$150       \$280       \$197       \$174       \$95         Labor Cost       \$20,000       \$23,940       \$44,540       \$12,600       \$7,840       \$6,304       \$8,352       \$380         Total Firm Labor Cost       Image: Set the set		8	8	8		6				6,560
Billing Rate Labor Cost       \$250       \$190       \$170       \$150       \$280       \$197       \$174       \$95         Labor Cost       \$20,000       \$23,940       \$44,540       \$12,600       \$7,840       \$6,304       \$8,352       \$380 <b>Total Firm Labor Cost</b> \$7,840       \$6,304       \$8,352       \$380       \$6,304       \$8,352       \$580       \$6,304       \$8,352 </td <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td>-</td> <td>-</td> <td>13,120</td>					-			-	-	13,120
Labor Cost       \$20,000       \$23,940       \$44,540       \$12,600       \$7,840       \$6,304       \$8,352       \$380         Total Firm Labor Cost       Image and Travel Expenses       Image and Travel Expe	Total Hours	80	126	262	84	28	32	48	4	
Total Firm Labor Cost       Total Firm Labor Cost       S         EXPENSES       Mileage and Travel Expenses       Image and Expenses       Image and Expenses       Image a	Billing Rate	\$250	\$190	\$170	\$150	\$280	\$197	\$174	\$95	
EXPENSES     Image and Travel Expenses     Image and Travel Expenses       Project/Sub Management (7%)     Document Printing       Office Expenses (Phone, Fax, Copies, etc.)     Image and Travel Expenses       Image and Travel Expenses     Image and Travel Expenses       Image and Expenses     Image and T	Labor Cost	\$20,000	\$23,940	\$44,540	\$12,600	\$7,840	\$6,304	\$8,352	\$380	
Mileage and Travel Expenses       Project/Sub Management (7%)         Document Printing       Office Expenses (Phone, Fax, Copies, etc.)         Total Expenses       Image: Comparison of the symptotic etc.)         TeAM TOTAL       Image: Comparison of the symptotic etc.)         S% CONTINGENCY       Image: Comparison of the symptotic etc.)	Total Firm Labor Co	ost								\$123,956
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Project/Sub Management (7%)       Second and a second and and a second and a secon										· .
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Office Expenses (Phone, Fax, Copies, etc.)     Image: Copies of the copies										1,001
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TEAM TOTAL     \$12       5% CONTINGENCY     \$		505								4,613
5% CONTINGENCY	•									\$128,569
GRAND TOTAL \$13	5% CONTINGEN	ΙርΥ								\$6,428
	GRAND TO	TAL								\$134,997
						-				1
OPTIONAL TASK (IF NEEDED)         4         8         18         32         4         \$           Task 4.4: Environmental Review (EIR Addendum - draft and final)         4         4         8         18         32         4         \$			Л	Q		<u>م</u>	18	20	1	\$14,854

# **Proposed Schedule**

The following schedule aligns with the zoning implementation deadline, per the Zoning Consistency RFP. The R+A team would welcome the opportunity to discuss the overall schedule and timing of deliverables with the City of Coachella, should we be selected for the Zoning Consistency Update.

				2022			
Major Tasks	Apr	Мау	Jun	Jul	Aug	Sept	Oct
Task 1: Project Management						-	-
Task 1.1: Project Kick-Off Meeting							
Task 1.2: Monthly Conference Calls (6)							
Task 1.3: Work sessions (up to 4)		#1	#2	#3,4			
Task 1.4: Project Management & Coordination							
Task 2: Background Research and Review		_	_		-		
Task 2.1 Document Review							
Task 3: Framework Recommendations and Mapping	Updat	es		•	T	1	1
Task 3.1: Recommendations and Framework Memo							
Work Session #1							
Task 3.2 Mapping Updates							
Work Session #2							
Work Session #3							
Task 4: Draft Code Sections							
Task 4.1: Admin Draft Zoning Code Section Update							
Work Session #4							
Task 4.2: 2 <sup>nd</sup> Admin Draft Zoning Code Section Update							
Task 4.3: Public Hearing Draft Zoning Code Section							
Update							
Task 4.4: Environmental Review							
Task 4.5: Final Zoning Code Sections							
Task 5: Hearings and Adoption			_		_		
Task 5.1: Planning Commission Hearing							
Task 5.2: City Council Hearing							

### **Rincon Consultants Firm Description**

Rincon Consultants is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides quality professional services to government and industry. Our principal service is to provide environmental support and scientific research to create and sustain innovative solutions to natural resource, sustainability, and environmental impacts. Rincon prides itself on the considerable depth of its staff, which includes certified urban planners, environmental scientists and engineers, accredited LEED professionals, noise and air quality experts, geologists, biologists, and cultural and historical resource specialists. Our approach to every project is centered upon the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Rincon's corporate culture focuses on providing environmental consulting services in a manner that is beneficial to both the environment and our client's needs. When hired, we perceive ourselves as an extension of our client's team and function with the best interests of the client in mind. By managing each project with a focus on three primary objectives – economic efficiency, technical excellence, and sustainable approach – we can provide superior service that efficiently and effectively meets the needs of our clients.

We have categorized our environmental consulting services into six core areas:

- Environmental Sciences and Land Use Planning
- Natural Resources
- Water Resources
- Cultural Resources
- Site Assessment and Remediation
- Sustainability Services

We also maintain a Geographic Information Systems (GIS) and Graphics Communications group to enhance our documents and support our data analyses for projects addressing issues in these service areas.

#### **Rincon Consultants Client References**

Contact	Project	Related Service Area
Joanne Coletta Community Development Director	City of Corona Housing Element Update and CEQA	CEQA Compliance
City of Corona	Addendum	
951-736-2434   Joanne.Coletta@CoronaCA.gov		
Scott Donnell	City of Carlsbad Housing	CEQA Compliance
Senior Planner	Element Update, General	
City of Carlsbad	Plan Maintenance, and	
760-602-4618   scott.donnell@carlsbadca.gov	CEQA Addendum	
Stratis Perros	City of Simi Valley Housing	CEQA Compliance
Environmental Services Director	Element Update and CEQA	
City of Simi Valley	Addendum	
805-583-6307, sperros@simivalley.org		

### City of Corona – Housing Element Update and CEQA Addendum

Client Information:	Dates: September 2020 to Present
Joanne Coletta, Community Development Director	Staff: Matt Maddox (Principal-in-Charge)
City of Corona 400 South Vicentia Avenue Corona, California 92882 951-736-2434   <u>Joanne.Coletta@CoronaCA.gov</u>	Brenna Weatherby (Project Manager) Emily Green (Deputy Project Manager) Jason Montague (Planner) Jenna Shaw (Planner)



Rincon recently led the City of Corona Housing Element Update. The Rincon team analyzed the Sites Inventory contained in the 2013-2021 Housing Element to determine which sites can be utilized to meet the 6<sup>th</sup> Cycle RHNA allocation. Corona's current demographics and land use patterns have led to the allocation of a higher number of lower income units, which is proving to be somewhat challenging given the lack of vacant land in the City. We identified underutilized sites that may be redeveloped with residential uses in the coming years as well as sites that could potentially be re-zoned to a residential or mixed-use zoning category to accommodate the City's RHNA allocation.

Because the City recently updated its General Plan, Rincon was able to prepare a CEQA Addendum for the Housing Element tiering off the General Plan EIR and demonstrating that the Housing Element would not create a substantial increase in the severity of any impacts identified in the General Plan EIR.

# City of Carlsbad – Housing Element Update, General Plan Maintenance and CEQA Addendum

#### **Client Information:**

Scott Donnell, Senior Planner City of Carlsbad 1635 Faraday Avenue Carlsbad, California 92008 760-602-4618 | scott.donnell@carlsbadca.gov Dates: January 2020 to Present Staff: Matt Maddox (Principal-in-Charge), Brenna Weatherby (Project Manager), Jenna Shaw (Planner)



Rincon assisted the City of Carlsbad in the preparation of their 6<sup>th</sup> Cycle Housing Element update. The project kicked off in January 2020, with the initial priority of inventorying the existing, but underutilized, and available housing sites, and coordination with HCD to address concerns regarding re-zoning and up zoning. We prepared revisions to existing goals, policies, and actions to ensure consistency with recent State legislation and the update Housing Element and to promote implementation of the Housing Element goals.

Throughout the project Rincon has led public outreach and information management, including overseeing the citizen housing advisory committee meetings, maintaining the project website, and developing surveys and informational materials. Rincon also reviewed legislation including those related to environmental justice, infill and affordable housing development, climate change adaptation and resiliency including threats from wildfire and sea level rise and made recommendations to the City regarding required updates to the General Plan. Rincon also prepare an Environmental Impact Report (EIR) Addendum to address environmental impacts resulting from the Housing Element update that have not already been addressed in the existing General Plan EIR.

### City of Simi Valley - Housing Element Update and CEQA Addendum

#### **Reference Info:**

Stratis Perros City of Simi Valley 3900 Main Street, 2nd Floor Riverside, California 92522 805-583-6307, sperros@simivalley.org

#### Dates: April 2020 to Present Scope of Work:

Compilation of updated sites inventory Preparation of Housing Element Update Preparation of Addendum to the General Plan EIR Preparation for and attendance at public hearings Staff: Matt Maddox (Principal-in-Charge), Greg Martin (Project Manager - CEQA)



Rincon recently completed the City of Simi Valley Housing Element Update. Rincon's role in the Housing Element Update involved facilitating regular meetings with City staff, reviewing and analyzing the Sites Inventory in the 2013-2021 Housing Element using Rincon's GIS resources. Rincon staff also prepared a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist. Because the Housing Element update was generally consistent with the land use densities described in the 2012 General Plan and analyzed in the General Plan Final EIR, an Addendum to the General Plan EIR was prepared for the project. The Addendum compared the impacts of the Housing Element update to what was considered in 2012.



### **Education**

MESM, Bren School of Environmental Science and Management, University of California, Santa Barbara

BA, Political Science, California Polytechnic State University, San Luis Obispo

### Certifications

American Institute of Certified Planners (No. 026663)

# **Matt Maddox, AICP**

#### **Principal**

Matt Maddox is involved in a wide range of urban planning and land use studies, sustainable, resilient and adaptation policy development, air quality and greenhouse gas analysis, and CEQA/NEPA environmental documentation, as well as community involvement and permitting activities. Mr. Maddox has a strong background in land use and transportation planning, policy, and environmental planning. He has contributed to successful environmental and planning projects ranging from general plans to focused inner city redevelopment studies, rural land use studies, to climate action plans and documentation for compliance with environmental regulations, to greenhouse gas emissions analysis for industrial facilities. Mr. Maddox has developed a focus in the area of urban planning, sustainable design and resiliency policy, and greenhouse gas analysis.

### **Select Project Experience**

#### County of Fresno General Plan Update, Fresno County

Principal-in-Charge

Rincon is completing the preparation of the Fresno County General Plan and Zoning Code update, and Program EIR. As part of the preparation, the team has updated the County's General Plan Background Report and prepared a draft General Plan, Zoning Ordinance, and Program EIR for public review. Additionally, Rincon is preparing a Draft and Final Program EIR for Fresno County pursuant to CEQA Guidelines. The Program EIR will focus on the environmental impacts of changes or updates to General Plan policies, as only minimal changes to land use designations is proposed. The Program EIR will address the most recent changes in the CEQA Guidelines, including VMT impacts, Tribal Cultural Resources, and Wildfire impacts. Rincon is also conducting public outreach and involvement efforts for the project, including the public meetings to provide input on the Program EIR, General Plan, and Zoning Code. Due to the ongoing COVID-19 pandemic, the County and Rincon hosted the public scoping meeting virtually, to avoid in-person gatherings and congregation. Given that English and Spanish are both widely spoken in Fresno County, it is important that the public meetings are presented in both languages for full and meaningful participation. Rincon is holding meetings in various locations throughout the County and working closely with local organizations to maximize participation.

#### Housing Element Update and General Plan Maintenance, Carlsbad

**Technical Advisor** 

Rincon is assisting the City of Carlsbad in the preparation of their Housing Element Update and General Plan Maintenance. The project kicked off in January 2020, with the initial priority of inventorying the existing, but underutilized, and available housing sites and conducting environmental constraints analyses for air quality, biological resources, cultural resources, GHG emissions, noise, and transportation. Rincon will play a significant role in public outreach and information management, as well as overseeing the citizen housing advisory committee meetings. Rincon will review legislation including those related to environmental justice, GHG emissions, infill and affordable housing development, VMT, climate change adaptation and resiliency including threats from wildfire and sea level rise. We will then review other Carlsbad land use documents, to determine if additional amendments are necessary. We will prepare revisions to existing goals, policies, and actions, and propose new goals, policies, and appropriate. Rincon will also prepare a Supplemental Page 305 Environmen eport to address environmental impacts that have not

# Matt Maddox, AICP

#### Principal

Page 2

already been addressed in the existing General Plan Environmental Impact Report.

#### City of Rancho Mirage General Plan Update and Environmental Impact Report, Rancho Mirage

#### **Technical Advisor**

Rincon completed the City of Rancho Mirage's General Plan Update. The General Plan Update was a "technical" update to ensure compliance with recently adopted State laws, and to modernize the look, organization, and user friendliness of the General Plan. As part of this process, the General Plan Update's goals, policies and programs were updated to coincide with the City Council's current vision for the future of the City; maps and exhibits were updated to reflect the current makeup of the City; the Circulation Element were updated based on a new traffic model; a high quality graphically-designed General Plan Update document and to be used as interactive online tool.

# City of Calabasas 2030 General Plan Update and Environmental Impact Report, Calabasas

#### **Technical Advisor**

Rincon completed the 2030 General Plan Update and Environmental Impact Report for the City of Calabasas. The 2030 General Plan update program was designed to build upon the vision and community values that have made Calabasas a special place to live, work, and visit and to address new issues that had emerged since the development of the previous long-range planning program. Key issues in the environmentally-conscious community revolved around the preservation of open space, development of new recreational opportunities, and incorporation of sustainability and green building concepts. GIS and graphics design capabilities were an important component of the work program for this study as the environmental consultant needed to use, update, and create new layers within the City's existing GIS database. The database was used to identify constraints and opportunity areas, specifically identifying the opportunity to re-focus future development potential into newly created mixed use districts along the City's main commercial corridors. The comprehensive General Plan update and its associated Environmental Impact Report were completed (Phases 1-3) and adopted in less than two years and at 3% less than the City Council authorized expenditures.

# City of Kerman 2017-2037 General Plan Update and Environmental Impact Report, Kerman

#### Technical Advisor

Rincon partnered with Mintier Harnish in updating Kerman's general plan and preparing a Program Environmental Impact Report. As part of the partnership, the team prepared a Background Report for the City and presented those findings to a joint Planning Commission-City Council Hearing. Based on the feedback received from that meeting and information obtained in preparing the Background report, the team has prepared a draft General Plan and Draft Program Environmental Impact Report, which received minimal comments during the public review of the documents. Specific tasks conducted by Rincon include a noise analysis that included conducting noise measurements and preparing noise contour mapping, Assembly Bill 52 consultation, public outreach, and assessment of traffic impacts related to vehicle miles traveled in conformance with the requirements of Senate Bill 743, and coordination with Caltrans on identifying new alignments for the two State Routes (SR) in Kerman, SR 180 and <u>SR 145. City contract</u> Counsel praised the report for being thorough, legally defer hitigating, and written to be easily understood by the Page 306 public.



### Education

MCRP, Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo

BA, Pre-and Early Modern Literature, University of California at Santa Cruz

## Certification

American Institute of Certified Planners (No. 021858)

# Years of Experience

15

# Greg Martin, AICP

# Senior Environmental Planner

Greg Martin has over 15 years of experience in the land use and environmental planning fields with a background in the preparation and project management of policy documents such as general plans, housing elements, zoning ordinances, and redevelopment plans. Mr. Martin also has experience with municipal entitlement processing, the analysis of environmental impacts, and the preparation of CEQA and NEPA documentation.

# Select Project Experience

#### Project Manager, City of Camarillo – 2021-2029 Housing Element Update, Camarillo

Mr. Martin is the project manager for the City of Camarillo's Housing Element Update, which Rincon is currently carrying out with its teaming partner Veronica Tam & Associates. Our approach is to develop a Housing Element that reflects community preferences, provides for the housing needs of households of all income levels, and meets current State requirements (including new state laws regarding adequate sites, non-governmental constraints, and fair housing), while ensuring that the Housing Element Update gains Housing and Community Development Department certification in order to stay on an eight-year cycle, avoid potential legal action, and maintain eligibility for State and other funds.

#### Analyst, City of Ventura – 2014-2021 Housing Element Update, Ventura

Mr. Martin assisted the City of Ventura's Planning Division with preparation of the City's 2014-2021 Housing Element Update. He led the Rincon team that helped the City complete the Housing Element land inventory analysis determining the City's potential for housing unit production; update existing Housing Element policies and programs; coordinate and conduct workshops and meetings with stakeholders; and produce the final Housing Element Update for submission to the Department of Housing and Community Development.

#### Project Manager, City of Rancho Mirage – General Plan Update, Rancho Mirage

Mr. Martin was a project manager for the City of Rancho Mirage General Plan Update. The General Plan Update was a "technical" update to ensure compliance with recently adopted State laws, and to modernize the look, organization and user friendliness of the General Plan. As part of this process, the General Plan Update's goals, policies and programs were updated to coincide with the City Council's current vision for the future of the City; maps and exhibits were updated to reflect the current makeup of the City; the Circulation Element was updated based on a new traffic model; a high quality graphically-designed General Plan document was created; and GIS maps were created for use in the General Plan Update document and to be used as an interactive online tool.

# Analyst, City of Ventura – General Plan Refinement Project Initial Study-Mitigated Negative Declaration, Ventura

Mr. Martin helped the City of Ventura quantify and analyze the potential effects of the project, which involved actions to refine the City's General Plan and Zoning Code to create a new Mixed-Use land use designation; restrict or eliminate residential use in existing Commerce and Industry designations; and create a new Optional Residential Mixed-Use

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overlay in the Zoning Code. Rincon also helped quantify and analyze the potential effects of these actions on the City's Housing Element Land Inventory. This analysis led to production of a Final Initial Study-Mitigated Negative Declaration in April 2018, including Responses to Comments on the Public Review Draft Initial Study-Mitigated Negative Declaration.

#### Project Manager, City of West Covina – General Plan Update and Environmental Impact Report, West Covina

Mr. Martin was project manager and lead analyst for the Environmental Impact Report for the City of West Covina's 2016 General Plan Update and Downtown Plan and Code. The project included two separate but closely related elements: an update of the City's General Plan and the preparation of a new Downtown Plan and Code designed to implement the strategies, goals, and policies of the General Plan. The General Plan Update and Downtown Plan and Code direct new growth to the City's downtown, where development pressures are greatest, and change is desired. Housing and job growth are targeted to strategic areas along corridors and in neighborhood centers.

#### Project Manager/Analyst, City of Alhambra – General Plan Update, Alhambra

Mr. Martin was a project manager and analyst for the update of City of Alhambra's General Plan titled, "Vision 2035 – A Community's Mosaic." He focused on managing the Environmental Impact Report for the General Plan Update. The General Plan Update included a complete re-write and reorganization of the City's General Plan to allow for ease of use for the community. The General Plan Update included the seven State required elements but was reorganized in six chapters titled: Land Use/Community Design, Quality of Life, Resources, Services and Infrastructure, Health and Safety, and Mobility.

#### Project Manager, City of Ventura – Inclusionary Housing and Affordable Housing Programs Amendments Initial Study-Negative Declaration, Ventura

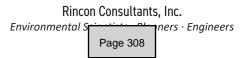
Mr. Martin was the project manager and lead analyst for the CEQA documentation for proposed update/overhaul of the City's Inclusionary Housing Program (IHP). The IHP is a tool to implement the City's Housing Element and meet the community's need for increasing affordable housing development. The proposed update/overhaul included both short-term strategies (such as providing flexibility in adjusting the income level mix of inclusionary housing units and establishing City Housing Standards relating to the number of bedrooms for certain household sizes, square footage minimums for various living spaces, and access to common areas and outdoor spaces) and long-term strategies (such as studying the potential establishment of an in-lieu housing fee, and amending the City's Affordable Housing Program and developing an IHP Ordinance Program).

# Project Manager, Gregory D. Bynum and Associates, Inc. – CSUB University Place Office Park Project Initial Study-Mitigated Negative Declaration and Addendum, Bakersfield

Mr. Martin was project manager and lead analyst for an Initial Study-Mitigated Negative Declaration and a subsequent Addendum for a proposed office park project on the campus of California State University, Bakersfield (CSUB). The project analyzed in the 2014 Initial Study-Mitigated Negative Declaration consisted of development of up to four office buildings clustered around pedestrian plazas and courtyards and surrounded by surface parking spaces and a three-story parking structure. The office buildings were proposed to total approximately 283,500 square feet on the 12.5 (net) acre project site. The 2007 CSUB Master Plan identifies the site as one of a number of such public/private development sites fronting Camino Media. The 2019 Addendum analyzed a proposal to modify the previously proposed project. Whereas previously all phases were assumed to consist of typical "office park" uses, the modified proposal would include a 64,457 square feet building occupied by junior college classroom space, and 495 parking spaces, all on 5.109 acres of the total 12.5 acre project site. The remainder of the project site would remain available for future development as envisioned in the 2014 Initial Study-Mitigated Negative Declaration. In the Addendum, Rincon demonstrated that the revised project had no new or significantly increased environmental impacts compared the modified project.

# Project Manager, City of Beaumont (subconsultant to Raimi + Associates) – Beaumont General Plan Update and Environmental Impact Report, Beaumont

Mr. Martin was the project manager for Rincon's work on the Beaumont General Plan Update (Elevate Beaumont 2040) and Environmental Impact Report. Under contract to Raimi + Associates, Rincon provided analysis of several environmental issues for the General Plan Update and Environmental Impact Report, including biological resources (including analysis of consistency with the Riverside County Multi-Species Habitat Conservation Plan, or MSHCP) and noise (including recording and mapping existing noise levels in the community, and mapping noise contours from transportation noise sources). The General Plan Update was recently adopted by the City of Beaumont.





### **Education**

Master of Urban Planning, Sol Price School of Public Policy, University of Southern California

BA, Economics and History, University of Wisconsin, Madison, Wisconsin

### Certifications

Project Management Professional Certification, Project Management Institute

# Marco Mendoza

#### Planner

Mr. Mendoza is a dynamic and experienced land use professional with knowledge of project management principles including the development and management of project scopes, budgets, timelines and stakeholder relationships. Prior to joining Rincon, Mr. Mendoza managed numerous Community Placement Plan projects involving the site selection, acquisition, design and rehabilitation of single family homes into residential care facilities for individuals with intellectual and developmental disabilities. Additionally Mr. Mendoza was involved in predevelopment activities for two multifamily projects. Mr. Mendoza has extensive experience working with numerous external and internal stakeholders to invent creative solutions to complex problems.

### **Select Project Experience**

# San Gabriel/Pomona Regional Center Community Placement Plan Multiple Projects, Los Angeles County

Project Manager

Under a previous employer, Mr. Mendoza successfully obtained contracts to acquire and rehabilitate 12 single family homes into residential care facilities for individuals with intellectual and developmental disabilities. Mr. Mendoza managed the site selection, acquisition, design, plan check, construction and project closeout of three of these projects. He worked closely with representatives from San Gabriel/Pomona Regional Center and the California Department of Developmental Services to create unique residential care homes that incorporated specific person-centered design features. Additionally, Mr. Mendoza worked extensively with third party realtors, architects, vendors and general contractors as well as planners from various municipal agencies in order maintain project quality and scope while managing budgets and timelines.

# Frank D. Lanterman Regional Center Community Placement Plan Multiple Projects, Los Angeles County

Project Manager

Under a previous employer, Mr. Mendoza obtained contracts for Brilliant Corners to acquire and rehabilitate 10 single family homes into residential care facilities for individuals with intellectual and developmental disabilities. Mr. Mendoza himself managed the site selection, acquisition, design, plan check, construction and project closeout of four of these projects. He worked closely with representatives from Frank D. Lanterman Regional Center and the California Department of Developmental Services to create unique residential care homes that incorporated specific person-centered design features. Additionally, Mr. Mendoza worked extensively with third party realtors, architects, vendors and general contractors as well as planners from various municipal agencies in order maintain project quality and scope while managing budgets and timelines.

#### Kern Regional Center Community Placement Plan Multiple Projects, Kern County

Project Manager

Under a previous employer, Mr. Mendoza obtained contracts for Brilliant Corners to acquire and rehabilitate 12 single family homes into residential care facilities for individuals with intellectual and developmental disabilities (IDD). Mr. Mendoza

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# Marco Mendoza

Planner

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managed the site selection, acquisition, design, plan check, construction and project closeout of five (5) of these projects. He worked closely with representatives from KRC, and the California Department of Developmental Services to create unique residential care homes that incorporated specific person-centered design features. Additionally, Mr. Mendoza worked extensively with third party realtors, architects, vendors and general contractors as well as planners from various municipal agencies in order maintain project quality and scope while managing budgets and timelines.

#### Proposition HHH Housing Innovation Challenge, Los Angeles

#### Project Manager

Under a previous employer, Mr. Mendoza was part of the development team at Brilliant Corners that responded to a funding application and was subsequently awarded a \$10 million grant from the City of Los Angeles to develop 50 units of permanent supportive housing for individuals experiencing homelessness. Mr. Mendoza supported the development team by developing project Pro Formas, writing various narratives and working with architects to create a conceptual design.

#### Wyandotte Multifamily Housing Project, Los Angeles

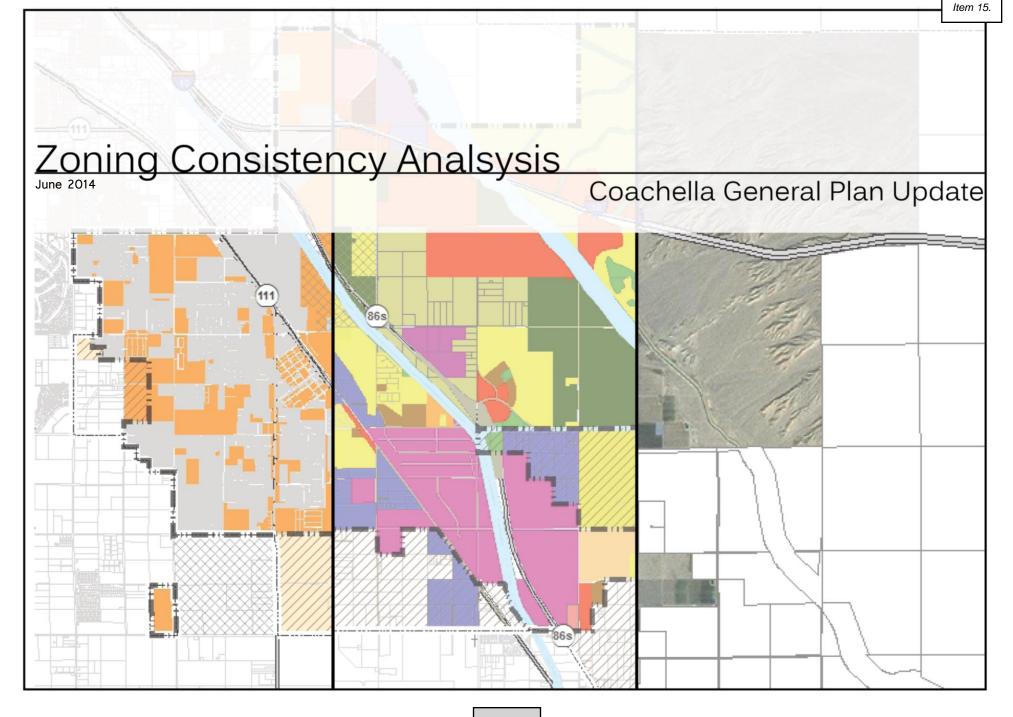
#### Project Manager

Under a previous employer, Mr. Mendoza conducted predevelopment activities for a 50 unit multifamily development site in the San Fernando Valley area of Los Angeles. These activities included site selection, site feasibility analyses, pro forma development, community outreach, and negotiating with property sellers and real estate agents.

#### Avalon Multifamily Housing Project, Los Angeles

#### Project Manager

Under a previous employer, Mr. Mendoza conducted predevelopment activities for a 50 unit multifamily development site in the Wilmington neighborhood of Los Angeles. These activities included site selection, site feasibility analyses, pro forma development, community outreach, and negotiating with property sellers and real estate agents. Mr. Mendoza also worked with architects, civil engineers and city planners to develop a preliminary site and floor plan for the project.



### INTRODUCTION

To help clarify the extent to which the existing zones of the Coachella Zoning Code are capable of implementing the planning and urban design vision and intentions of the Public Draft General Plan Update, the consultant team has prepared this comparison of those existing zones to the new General Plan Update land use designations. This comparison addresses both quantitative and qualitative characteristics described and defined in the General Plan designations.

**Table 1** provides a high level summary of the findings, identifying the degree to which each of the existing zones in the Coachella Zoning Ordinance can play a significant role in shaping development as described in each of the General Plan Update land use designations. Then **Table 2** compares the basic quantitative characteristics defined in each General Plan Designation – such as density in dwelling units per acre (du/acre), intensity through Floor Area Ratio (FAR), use, setbacks, lot coverage, height, building types, and required pedestrian and vehicle access – to those defined in each of the existing zones, again to identify how each zone may or may not contribute to implementing the General Plan Update land use designation.

The General Plan Update has added a number of new "layers" of qualitative information to the more quantitatively oriented framework of the previous General Plan, describing more completely and in more physical detail the community's vision for the future of Coachella's many neighborhoods, districts, and corridors. Because the new General Plan Designations have added information or emphasis on topics not explicitly addressed in the existing zones, those zones tend to be "incomplete" in their ability to describe development standards capable of routinely delivering the General Plan vision. In most cases the existing zones are not "wrong" in relation to the General Plan Designations, but rather incomplete. The primary differences in emphasis include: 1. Urban Form and Character: The General Plan Land Use Designations are based primarily on the community's vision for Coachella's future urban form and character: how multi-modal circulation networks are connected through neighborhoods, how neighborhood services and amenities are distributed near neighborhoods, how blocks are organized, how buildings relate to streets, how buildings are accessed by both pedestrians and vehicles, and in many cases how uses may be mixed within neighborhoods and within buildings. The existing zones are based on the suburban model of land uses separated from one another by distance and by car trips, and emphasize simple quantitative metrics such as building density and height.

Contrarily, the General Plan Update is based on a California town model that organizes a diverse mixture of land uses so that one can comfortably move between the activities of daily life on foot, by bicycle, by transit – and by car – along tree-lined streets, multi-modal roads between human-scaled and pedestrianoriented buildings. Thus, in all cases the existing zones lack the ability to describe many of the functional and qualitative attributes of place that are central to the General Plan Update land use designations.

Coachella General Plan Update 2035

2. Mixing Uses and Development Types: Because many of the General Plan Update land use designations describe places in which densities and intensities vary and uses are mixed – within carefully specified ranges – many of the existing singleuse zones describe a portion, but not all, of the use types and development types that are allowable within a given General Plan Designation. The General Plan envisions neighborhood and centers that include a broader palette of development types than the existing zones describe, including town-scale duplexes/triplexes/quadplexes, rowhouses/townhouses, garden apartments, urban apartment buildings, and mixed-use buildings.

# **EXISTING ZONES**

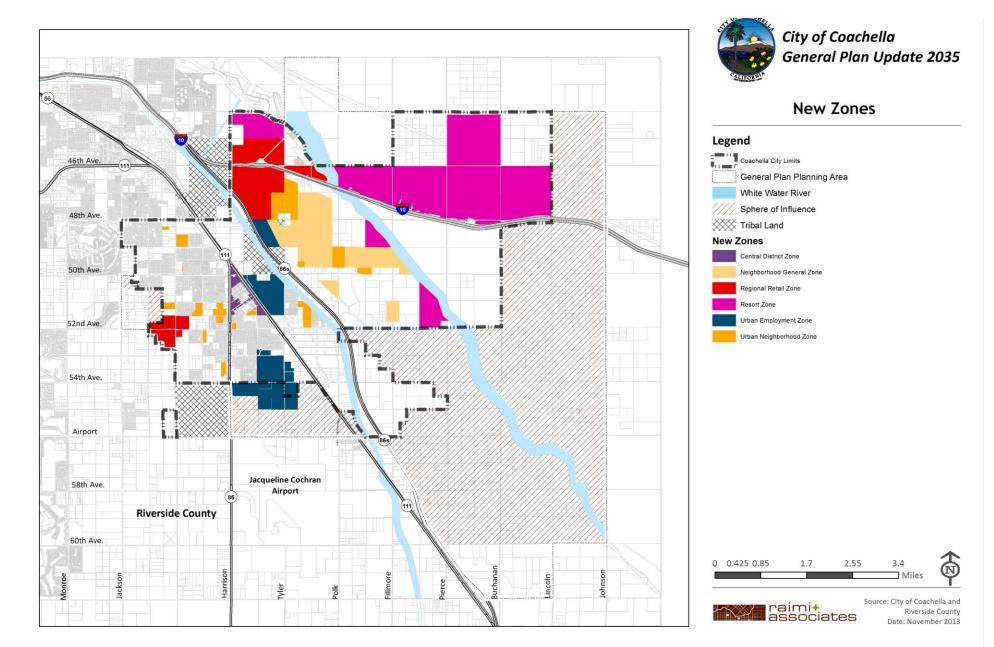
The existing zones can be broken down into three categories: 1) those that are generally consistent with the proposed General Plan land use designations, 2) those that just need some minor adjustments, and 3) those that would need to be substantially overhauled or completely replaced with new ones to meet the intent of the General Plan Update.

- Zones that are generally consistent. A number of existing zones – particularly those describing relatively low development intensities and single land uses – are generally consistent with a number of the proposed land use designations. These zones can either remain unchanged or be made more complete with the addition of development standards to ensure that new development within these existing zones conforms to the urban form and character vision described by the General Plan Update land use designations. Such zones include the Residential Single Family (R-S), 6000 Overlay (R-O-6000), Mobile Home (R-MH), Manufacturing Service (M-S) zones, Medium Residential (R-M), Commercial Tourist (C-T), and Senior Housing Overlay (SHO).
- 2. Zones that need minor adjustment. There are a couple of zones that would require only minor height, density, or use adjustments to be brought into closer conformance with the General Plan Update vision. These zones are:
  - Multiple Family (R-M) zone: increasing the maximum residential density from 14 du/acre to 25 du/acre.
  - General Commercial (C-G) zone: allowing residential uses. Alternatively, the zoning of certain parcels that are zoned C-G could be changed to one of the new zones described below (such as the new Urban Neighborhood or new Urban Employment Center zones).

- 3. Zones that need significant overhaul or she Item 15. be replaced. There are a number of zones that would need more substantial adjustments to conform to the vision and intent of the General Plan Update. These zones are:
  - Agriculture Reserve (A-S) zone: raising the height limit from 2 stories to 2.5 stories and the decreasing the minimum lot size from 60 acres to 40 acres.
  - Agriculture Transition (A-T) zone: raising the height limit from 2 stories to 2.5 stories and increasing the density from 1 unit/5 acres to 1 unit/2.5 acres.
  - Residential Estate (R-E) zone: raising the height limit from 2 stories to 2.5 stories and decreasing the density from 2.0 du/acre to 1.0 du/acre.
  - Neighborhood Commercial (C-N) zone: increasing the height limit from 2 stories to 3 stories, allowing ground floor residential uses at the edge of the zone when the C-N zone abuts single family residential neighborhoods, and increasing the residential density to as high as 40 du/acre.
  - Tourist Commercial (C-T) zone: does not permit residential uses or the diverse, downtown use mix envisioned by the General Plan (retail uses must be tourist-oriented). Recommend that this zone be replaced with a new Downtown Center zone (see below).
- Commercial General (CG) zone in Downtown: the height limit would need to be increased and residential uses would need to be introduced. Recommend rezoning parcels within Downtown that are zoned C-G with the new Downtown Center zone.

Many of the land use designations recommend a broader range of residential densities within a single, walkable neighborhood. In many cases this includes a higher maximum residential density than is allowed by the existing zoning, but mixed with lower densities to foster a more diverse range of housing choices within each part of the City. Also, the average density is similar to what existing zoning would deliver, but with greater variation and diversity. Most of the proposed land use designations also provide a more diverse set of uses – such as residential, or ground floor retail, or entertainment uses – than the most applicable existing zone allows, bringing everyday necessities closer to households, thereby reducing dependence on automobile use. To further enhance the pedestrian environments of Coachella's neighborhoods, the General Plan Designations direct that narrower lots be served by alleys, so that sidewalks are not dominated by driveways and streetscapes are not dominated by garages. Accordingly, new zones should eventually be introduced to better implement these land use designations (see Figure 1). In the interim period before the City updates its Zoning Code, there are two additional options for implementing these land use designations: Specific Plans and Planned Development. Specific Plans are planning tools that provide agencies and developers with the flexibility of created custom development standards that are independent of the Zoning Code. Planned Development is a zoning district that can be applied to projects with custom development standards, as well. Both options could be used to implement General Plan Land Use Designations that do not yet have corresponding zoning districts. These new zones would include:

- Neighborhood General. Residential densities range betwee a. 8 du/acre with an average density of 5 du/acre. Building heights are generally one and two stories, and in some cases 2 <sup>1</sup>/<sub>2</sub> stories with a partial third floor under the roof (i.e., within the attic space) on larger lots. Buildings have generous front, rear, and side yards. The main entrance to the residences are located within the front façade and accessed directly from the street through porches and stoops. Alleys are recommended for lots less than 60 feet wide to minimize street-facing garages from dominating street frontages. Driveways from the street are as narrow as practical.
- b. Urban Neighborhood. Residential densities range between 7 25 du/acre with an average density of 12 du/acre and commercial intensities range up to 0.5 FAR. Buildings are one and two stories tall, with some three-story buildings near Neighborhood Centers. Building types include Single-Family Houses, Duplex/Triplex/Quadplexes, Multiplex/Efficiency Dwellings, Rowhouses/Townhouses, Garden Apartments, and Urban Apartments. Buildings, except rowhouses, have front, rear and side yards. The main entrance to the residences are located within the front facade and accessed directly from the street through porches and stoops. Vehicular access is provided through an alley at the rear of the lot or a narrow driveway to the street.



- c. Downtown Center. Residential densities range from 20 65 du/acre and commercial intensities range from 0.5 – 3.0 FAR. Buildings are two to five stories tall, with taller buildings toward the Downtown core. Building types include Rowhouses/Townhouses, Garden Apartments, Urban Apartments, and Main Street/Mixed Use buildings. Building entrances are directly from the sidewalk, via shopfronts, arcades, galleries, and forecourts for shops and restaurants, and via stoops, dooryards or porches for residences. Vehicle access is designed to minimize impact on the pedestrian environment with parking lots located internally to blocks and accessed via side streets, alleys, or with a minimal number of intrusions in the sidewalk. Services and trash are located behind the buildings in alleys or rear parking areas.
- d. Urban Employment Center. Residential densities range from 30-65 du/acre and commercial intensities range from 0.5 – 2.0 FAR. Buildings are two to five stories tall. Primary building types include Office/R&D buildings, Mixed Use/Main Street buildings, as well as Garden Apartments and Urban Apartments. Rowhouses/ Townhouses are allowed in limited circumstances to serve as a transition to lower density residential uses. Buildings with ground-floor shopfronts are generally built to the sidewalk and office or R&D buildings may be set back behind shallow front yards or forecourts. Building entrances are directly from the sidewalk, via forecourts, shopfronts, dooryards, stoops, and porches. Vehicular access is provided to parking lots or structures by alleys and driveways. Services and trash is located behind the buildings in alleys or rear parking areas.
- Regional Retail District. Residential densities range from 2 e. du/acre and commercial intensities range from 0.35 – 2.0 FAR. Buildings are generally one and two stories tall, but may be up to four stories, particularly for mixed use projects. Exceptions for taller buildings may be made in special circumstances, such as hotels and iconic buildings or structures. The primary building type is Suburban Retail. Other allowed building types include Main Street/Mixed Use buildings, Urban Apartments, and Rowhouses/Townhouses. Buildings with ground-floor shopfronts are generally built to the sidewalk and are attached, with no side yards. Vehicular access is provided to parking lots via public and private streets (e.g., common drives detailed as small streets), by driveways from adjacent neighborhood streets, by service alleys, and from the primary roadway. Service functions such as loading and trash pickup are located at the rear of the lot.
- Resort District. Residential densities are up to 8 du/acre and f. commercial intensities are up to 0.1 FAR. A range of building types are allowed to suit the needs of the resort developer and expected clientele and types other than these are allowed so long as there is no negative visual or aesthetic impact to areas outside of the resort. Building heights should generally be between one and four stories, but higher limits may be allowed in certain circumstances such as larger hotels or other structures

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#### Table 1: Existing Zones and New Land Use Designation compatibility

			Ex	isting Z	Zones		New	Exist	ting	New		Existin	g	New Zones				Existing			
		Agriculture Reserve (A-R)	Agriculture Transition (A-T)	Residential Estate (R-E)	Residential Single Family (R-S)	6000 Overlay(R-O-6000)	Neighborhood General	Mobile Home (R-MH)	Residential Multiple Family (R-M)	Urban Neighborhood Zone	Neighborhood Commercial (C-N)	Tourist Commercial (C-T)	General Commercial (C-G)	Central Downtown Zone	Urban Employment Zone	Regional Retail Zone	Resort Zone	Manufacturing Service (M-S)	Heavy Industrial (M-H)	Industrial Park Overlay	Wrecking Yard (M-W)
hos	Agricultural Rancho	•																			
Ranchos	Rural Rancho		•	•																	
ds	Suburban Neighborhood				•	•															
Neighborhoods	General Neighborhood								•												
Nei	Urban Neighborhood								Δ												
	Neighborhood Center								Δ		•										
Centers	Downtown Center											Δ	Δ								
Ŭ	Urban Employment Center												Δ								
	Suburban Retail District												•								
Districts	Regional Retail District											Δ	Δ								
Dist	Industrial District																	•	Δ	Δ	Δ
	Resort District																				
Specific	Specific Plans																Page	319			
	Parks and Open Spaces																				
Public	Schools																				
	Public Facilities and Buildings																				

Existing Zone has no role in implementing proposed Land Use Designation

- Existing Zone can play role in implementing proposed Land use Designation with only minor quantitative changes
- Δ Existing Zone can play role in implementing proposed Land Use Designation only with significant changes to basic land use and/or density parameters
- □ New Zone to implement proposed Land use Designation
- New Land Use Designation to accommodate Existing Zone
- Orange Highlighted Zoning types indicate new designation needed

			Density (du/acre)	Min. Lot Size	Building Height	Use Mix					
Agriculture Reserve (A-R)		Existing		60 acres	2 story						
	(A-R)	Proposed		40+	2.5 story						
	Agriculture Transition	Existing	1 unit/5 acres	5 acres	2 story						
	(A-T)	Proposed	1 unit/2.5 acres	Not specified	2.5 story						
Existing	Residential Estate (R-	Existing	2.0	20,000 sf	2 story						
Zones	E)	Proposed	1.0	Not specified	2.5 story						
	Residential Single	Existing	4.6	7200 sf	2 story						
	Family (R-S)	Proposed	No change	No change	No change	No change					
	6000 Overlay	Existing	5.4	6,000 sf	2 story						
	(R-O-6000)	Proposed	No change	No change	No change	No change					
New Zone	Neighborhood General Zone		5.0 average/8.0 max	5,000 sf	2.5 story						
	Mobile Home	Existing			No cł	nange					
<b>F</b>	(R-MH)	Proposed									
Existing Zones	Residential Multiple	Existing	14.0	4,000 - 7,000 sf	3 story/45 feet						
	Family (R-M)	Proposed	7.0 - 25.0	2,000 - 22,500 sf	No change						
New Zone	Urban General Zone		20.0 - 38.0	2,000 - 22,500 sf	3 story	Mixed-use					
	Neighborhood	Existing	n/a	5,000 sf	2 story	Ground floor residential not allowed					
	Commercial (C-N)	Proposed	15.0 - 40.0	2,000 - 22,500 sf	3 story	Allow ground floor retail at edge of center					
Existing Zones	Tourist Commercial	Existing	No Change; Consider Eliminating Zono								
	(С-Т)	Proposed	Consider Eliminating Zone								
	General Commercial	Existing	n/a	5 acres	3 story/50 ft.						
	(C-G)	Proposed	n/a		1-2 story	Page 320					
	Central Downtown Zone		20.0 - 65.0		2-5 story	Mixed-use					
New	Urban Employment Zone		30.0 - 65.0		2-5 story	Mixed-use					
Zones	Regional Retail Zone		10.0-15.0		1-4 story	Retail. Lodging, Entertainment, Residential					
	Resort Zone		8.0		1-4+ story	Residential, lodging, recreational and support retail and commercial services, theme parks, sports venues and specialized entertainment uses					
	Manufacturing Service	Existing			10,000 sf						
	(M-S)	Proposed			No change						
	Heavy Industrial	Existing			10,000 sf						
Existing Zones	(M-H)	Proposed			No change						
201103	Industrial Park Overlay	Existing			10,000 sf						
		Proposed			No change						
	Wrecking Yard	Existing			10,000 sf						
	(M-W)	Proposed			No change						
	Orange Highlighted Zoning types	indicate new designa	tion needed			I					

#### Table 2: Quantitative characteristics of New Land Use Designations

## Zoning Code Update Process

To update the zoning code, it is recommended that the City undergo the following process:

- 1. Review the existing structure of the zoning ordinance including procedures and administration – with the intent of the proposed land use designations in mind. Identify structural and organizational streamlining as well as procedures that need to be added or amplified in order to coordinate the development types envisioned by the General Plan, including better integration with the subdivision ordinance. The result of this stage is an updated table of contents and an outline describing how the information from the existing code is incorporated into the new one.
- Confirm and expand on the key adjustments and additions that are needed in each of the existing zones. As described above, some zones –especially the single family zones – need very little adjustment and could stay as and continue to regulate existing housing tracts.
- 3. Create the new zones that are needed to implement the urban form and character envisioned by the proposed land use designations.
- 4. Undergo the consistency rezoning process, whereby new/updated zones get applied to real parcels. For existing patchwork areas between existing housing tracts and strip malls that are partially or largely undeveloped, a neighborhood master plan process

should be developed to ensure that a vision for these areas is generated prior to creating zones.

5. Update the City's subdivision ordinance, subdivision standards, and the City's standard drawings for streets, sidewalks, and other public improvements so that they predictably make streets, blocks, and lots that can be developed in accordance with the new General Plan vision.

#### Neighborhood Master Plans

Zoning is a parcel level phenomenon, whereas place-making – as described throughout the General Plan Update – is not a parcel level phenomenon. Accordingly, for areas in which development is still fragmentary – such as the areas east of the Highway 86 Expressway and virtually all areas west of the Highway 86 Expressway – a "neighborhood master plan" should be prepared before any new or updated zoning is applied to the property. The new zoning code should identify:

- Project size thresholds for master planning,
- guidance on small scale master planning, such as reciprocal access and parking agreements, to avoid piecemeal development,
- guidance on large scale master planning expectations to ensure the General Plan goals are achieved, and
- the areas where these master plans are required in order to alert land owners and developers at the time of entitlement that their land will need to be rezoned to bring them into General Plan consistency.

## Summary and Zoning Consistency

This analysis has identified three tiers of changes that need to occur to provide consistency with the General Plan Update. The tiers are organized as follows:

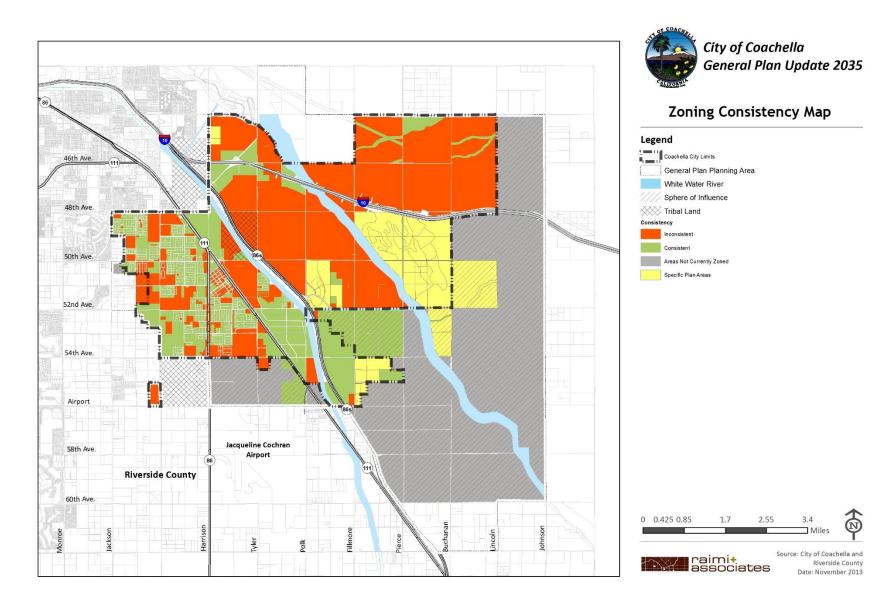
- 1) Zones that are to remain substantially unchanged
  - a. Commercial Tourist, Plan Unit Development (C-T, PUD)
  - b. Manufacturing Service (M-S)
  - c. Open Space (O-S)
  - d. Residential Medium, Plan Unit Development (R-M, PUD)
  - e. Mobile Home (R-MH)
  - f. 6000 Overlay (R-O-6000)
  - g. Residential (R-PUD)
  - h. Residential Single Family (R-S)
  - i. Senior Housing Overlay (SHO)
  - j. Transportation (T)
- 2) Zones that will require minor changes
  - a. General Commercial (C-G), except where the Downtown Center is located
  - b. Multiple Family Residential (R-M)
  - c. Residential Medium Density (R-M-4300)
- 3) Zones that need to be changed or replaced
  - a. Agriculture Reserve (A-R)
  - b. Agriculture Transition (A-T) Change
  - c. Commercial Entertainment (C-S)
  - d. Commercial General (C-G) Replace

- e. Neighborhood Commercial (C-N) Change or Replace
- f. Tourist Commercial (C-T) Replace
- g. Residential Estate (R-E) Change

#### Zoning Consistency

The zoning consistency map (Figure 2) highlights areas where existing zoning uses conflict with uses permitted by the Coachella General Plan Update Land Uses. The four categories include Consistent, Inconsistent, Specific Plan areas, and New Zones. Consistent areas are zones that existing zoning and allowed uses would still be permitted upon adoption of the General Plan Update, and General Plan Land Use Map. The Inconsistent areas are highlighted as conflicting zones and will require a change or replacement in allowed uses in order to be consistent with the new land use zones outlined by the General Plan Update. Specific Plan designations show areas where specific plans will allocated special zoning that meets the uses with the specific plan area. Lastly, New Land Use Designations in Figure 8 are areas where there is currently no zoning. However, new land use designations may result in early zoning allocations to these areas based on the General Plan Update Land Use Map. A majority of land within the City boundaries is shown as inconsistent and will require extensive zoning updates to ensure new zoning is consistent with allowed uses allocated by the General Plan Land Use Map. Complete zoning consistency will better assist the City to reach the goals and guiding vision of the General Plan Update 2035.

FIGURE 4: Zoning Consistency Map



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