



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

July 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:

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

- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

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

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

ROLL CALL:

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-67 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:

2. 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
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Quonset Partners, LLC v. City of Coachella
United States District Court, Civil Action No. 5:22-cv-00672-JGB-KK
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 763-412-040
City Negotiator: City Manager and City Attorney
Under Negotiation: Price and Terms

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

- [5.](#) Regular Meeting Minutes of June 22, 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.](#) Special Meeting Minutes of June 29, 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.
- [7.](#) Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 and 2022-23 Expenditures as of July 13, 2022, \$5,326,593.23.
- [8.](#) Resolution No. 2022-68 Approving Amendments to the Nationwide Financial Services, Inc. 401(a) Money Purchase Retirement Plan
- [9.](#) Resolution No. 2022-72, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map 37940
- [10.](#) Investment Report – May 2022
- [11.](#) Investment Report – April 2022
- [12.](#) Award Maintenance Services Agreement to Vintage Associates Inc. for Landscape Maintenance Services for Rancho Las Flores Park Project No. 052022.
- [13.](#) Award Maintenance Services Agreement to Vintage Associates Inc. for Landscape Maintenance Services for City Parks and Office Facilities Project No. 051922.
- [14.](#) Request Authorization to Execute the 2022 Memorandum of Understanding for Integrated Regional Water Management in the Colorado River Basin Funding Area

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [15.](#) Adopt an Annual Budget And Organizational Structure for Fiscal Year 2022-23
- [16.](#) Construction Contract with Dalke & Sons Construction Inc. in the amount of \$6,253,955 and 10% for contingency for the construction of the Fire Station #79 Rehabilitation And Expansion Project (F-7).

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [17.](#) Adopt Resolution No. 2022-64 authorizing the establishment of an annual special tax for City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) and annexation areas thereto for Fiscal Year 2022/2023.

18. Community Facilities District (CFD No. 2005-01) Annexation 34 – Villa Verde Apartments:

- a) Adopt Resolution No. 2022-69 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 34) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
- b) Adopt Resolution No. 2022-70 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 34 (Villa Verde Apartment project – APN 768-250-002 and 768-300-001).
- c) Adopt Resolution No. 2022-71 Canvassing The Results of The Election Held Within CFD No. 2005-01 (Area No. 34)
- d) Introduce Ordinance No. 1197 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 34 Annexed to Said District (*First Reading*)

19. Public Hearing for Resolution No. 2022-73 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 for Fiscal Year 2022/2023

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

*Complete Agenda Packets are available for public inspection at the
City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager
Best Best & Krieger, LLP, City Attorney

SUBJECT: Resolution No. 2022-67 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2022-67 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 approach: 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. 2022-67

RESOLUTION NO. 2022-67

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.

Section 2. 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.

Section 5. Severability. 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 13th day of July 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. 2022-67 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



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

MINUTES

CITY COUNCIL 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

June 22, 2022

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:07 p.m. by Mayor Hernandez.

ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza (*arrived at 5:09 p.m.*), and Mayor Hernandez.

City Treasurer Aviles, and City Clerk Zepeda

Absent: Mayor Pro Tem Gonzalez.

It was announced that Mayor Pro Tem Gonzalez was injured and would be absent.

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. 2022-59 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Delgado

Approved: 3-0, by the following roll call vote:

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

APPROVAL OF AGENDA:

There were no modifications to the agenda.

Motion: To approve the agenda as **presented**

Made by: Councilmember Delgado
Seconded by: Councilmember Beaman Jacinto
Approved: 3-0, by a unanimous roll call vote:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

(Councilmember Galarza joined the meeting as Council entered Closed Session.)

Council adjourned into Closed Session at 5:09 p.m. to discuss the following items:

2. 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
3. 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

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

The City Council reconvened into open session at 6:12 p.m.

PLEDGE OF ALLEGIANCE:

City Clerk Angela Zepeda led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

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

PROCLAMATIONS/PRESENTATIONS:

4. Recognition of Coachella Fire Department Retiree Bonifacio De La Cruz

WRITTEN COMMUNICATIONS:

Written communication received regarding Item 19 from Scott Bailey with Stronghold Power Systems, Inc. and forwarded to Council on June 22, 2022.

CONSENT CALENDAR:

5. Special Meeting Minutes of a Coachella City Council Study Session held on June 8, 2022.
6. Regular Meeting Minutes of June 8, 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.
7. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of June 22, 2022, \$2,294,386.39.
8. Community Facilities District (CFD No. 2005-01) Annexation 33 – Mariposa Pointe Ordinance No. 1194
Ordinance No. 1194 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 33 Annexed to Said District (*Second Reading*)
9. Resolution No. 2022-60, Calling and Giving Notice of the Holding of a General Municipal Election to be held on Tuesday, November 8, 2022
10. Approve Resolution No. 2022-61, authorizing the application submittal for the Fiscal Year 2022 Emergency Management Performance Grant (EMPG), in the amount of \$12,655.
11. Landscaping and Lighting Maintenance District No. 1 through 40:
Resolution No. 2022-62 Initiating Proceedings for the Levy and Collection of Assessments for Landscaping and Lighting District Maintenance District No. 1 through 40, Fiscal Year 2022/2023; and
Resolution No. 2022-63 Approving the Preliminary Engineer's Report for Levy of Annual Assessments for Fiscal 2022/2023 for the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 and Setting a Time and Place for the Public Hearing
12. Authorize award of a Maintenance Agreement to West Coast Arborist for tree trimming maintenance, in the amount not to exceed \$450,000 annually.
13. Authorize execution of Amendment No. 2 between the City of Coachella and Vintage Landscape for Landscape Maintenance Services for Bagdouma Park Project No. 070720.

- 14. Authorize execution of Amendment No. 1 between the City of Coachella and Vintage Landscape for Landscape Maintenance Services for City Medians and Downtown Sixth Street Project No. 070720B.
- 15. Authorize award of a Professional Services Agreement to Rhythm Tech Productions LLC, in the amount of \$26,147.44, for 2022 El Grito event.
- 16. Approve execution of flooring maintenance agreement to Shaw Industries, Inc., in an amount not to exceed \$60,000.

Motion: To approve per staff recommendation, Consent Calendar Items 5 through 16.

Made by: Councilmember Delgado
Seconded by: Councilmember Galarza
Approved: 4-0, by the following roll call vote:

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

(City Clerk Zepeda left the meeting at this point of the meeting.)

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

(Mayor Hernandez left the dais at the start of this presentation.)

- 17. Authorize City Manager to execute an Amendment to the Library Facilities Use Agreement between the City of Coachella and Desert Community College District.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza
Seconded by: Councilmember Delgado
Approved: 4-0, by the following roll call vote:

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

(Following the above vote, Mayor Hernandez returned to the dais.)

18. Adopt Resolution Nos. 2022-47, WA-2022-04, SD-2022-03, FD-2022-03 and CBL-2022-02 Approving the Annual Budget and Organizational Structure for Fiscal Year 2022-23 for the City of Coachella and Its Component Units.

Motion: To **continue** item

Made by: Mayor Hernandez

Seconded by: Councilmember Delgado

Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Gonzalez.

(City Clerk Zepeda returned to the meeting at 7:50 p.m.)

(Councilmember Beaman Jacinto left the meeting at 7:51 p.m.)

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

- 1. Maria Gil

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

19. Ordinance No. 1195 (*First Reading*) for Zoning Ordinance Amendment No. 22-03 - Cannabis Business Streamline Code Amendments to amend Coachella Municipal Code Title 5 and 17 regarding cannabis business zoning and operation in the City. City-Initiated

Written communication dated June 15, 2022, was received from Scott Bailey with Stronghold Power Systems, Inc.

Mayor Hernandez opened the Public Hearing for Item 19 at 8:19 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 19 at 8:19 p.m.

Motion: To approve with amendments, and read title only and pass to second reading.

Made by: Mayor Hernandez

Seconded by: Councilmember Galarza

Approved: 3-0, by the following roll call vote:

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

PUBLIC COMMENTS (NON-AGENDA ITEMS):

With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 5). There were no further comments at this time.

REPORTS AND REQUESTS:

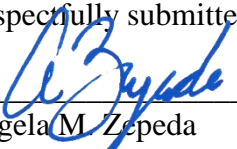
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:53 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk



MINUTES

CITY COUNCIL SPECIAL MEETING OF THE CITY OF COACHELLA

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

June 29, 2022
6:00 PM Special Meeting

CALL TO ORDER:

The Special Meeting of the City Council of the City of Coachella was called to order at 6:02 p.m. by Mayor Hernandez.

ROLL CALL:

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

City Clerk Zepeda (*partially attended due to technical difficulties*)

Absent: Councilmember Beaman Jacinto, and Mayor Pro Tem Gonzalez; and
City Treasurer Aviles.

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.

APPROVAL OF AGENDA:

There were no modifications to the agenda.

Motion: To approve the agenda as presented

Made by: Councilmember Delgado

Seconded by: Mayor Hernandez

Approved: 5-0, by a unanimous voice vote

PLEDGE OF ALLEGIANCE:

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

1. Adopt Resolution No. 2022-65 Authorizing the City Manager to Apply for, Accept and Execute All Related Documents for Grant Funds in an Amount of Thirty-Five Million (\$35,000,000) dollars from the State’s Transformative Climate Communities (TCC) program, administered by the Strategic Growth Council (SGC) and the Department of Conservation, for projects within the Coachella Prospera proposed project area Authorizing the Execution of a Public Safety CFD Deferral Agreement, Partnership Agreement and All Other Required Documents

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Galarza

Approved: 3-0, by the following roll call vote:

AYES: Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto, and Mayor Pro Tem Gonzalez.

2. Resolution No. 2022-66, a Continuing Resolution of the City Council Approving Interim Expenditures for an additional period of 32 days (until July 31, 2022) prior to Adoption of the Annual Budget for Fiscal Year 2022-23

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Galarza

Approved: 3-0, by the following roll call vote:

AYES: Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.

NOES: None.

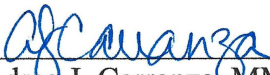
ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto, and Mayor Pro Tem Gonzalez.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 6:16 p.m.

Respectfully submitted,



 Andrea J. Carranza, MMC
 Deputy City Clerk

Bank : ewfb EFT FOR WELLS FARGO BANK -!

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|---------------------------------|--------------|---------------------------|-----------------------------|------------------|
| 758 | 6/22/2022 | 43672 | DESERT VALLEY SERVICES IN573002 | 6/1/2022 | TOWEL & GLOVES | 698.80 | |
| | | | 573003 | 6/1/2022 | SANITIZER FOAM | 352.05 | 1,050.85 |
| 759 | 6/22/2022 | 53799 | ENTERPRISE FM TRUST FBN4493146 | 6/3/2022 | JUNE2022 LEASE CHRGS ('20 | 10,890.85 | 10,890.85 |
| 760 | 6/22/2022 | 00207 | GRAINGER INC | 9279519343 | 4/14/2022 | 27LB BOLLARDS | 2,122.59 |
| | | | | 9327900099 | 5/27/2022 | PARKING LOT LIGHT FIXTURE | 1,960.22 |
| | | | | 9327583564 | 5/27/2022 | HPS BULBS | 1,180.37 |
| | | | | 9338004691 | 6/8/2022 | EVAPORATIVE COOLING TOV | 245.22 |
| | | | | 9339433915 | 6/9/2022 | DIAPHRAGM ASSEMBLY | 140.51 |
| 761 | 6/22/2022 | 51892 | HERC RENTALS, INC. | 32846001-001 | 6/1/2022 | 5/2-6/1 BOOM STRAIGHT RNT | 4,310.48 |
| | | | | 32838433-002 | 5/28/2022 | 4/28-5/28 LIGHT TOWER RNT | 3,175.27 |
| | | | | 32741417-003 | 5/31/2022 | 5/16-31 MSG BOARD RNTL | 784.49 |
| 762 | 6/22/2022 | 00996 | HOME DEPOT | 4010057 | 6/2/2022 | BEHR WET-LOOK SEALER | 381.93 |
| | | | | 1020113 | 5/26/2022 | CREDIT APPLIED INV #618314 | 340.17 |
| 763 | 6/22/2022 | 44160 | LEWIS BRISBOIS BISGAARD | 3261293 | 4/11/2022 | PE3/31, #41691-2, MORALES \ | 1,327.50 |
| | | | | 3180789 | 1/11/2022 | PE12/31, #41691-2, MORALES | 1,289.47 |
| | | | | 3245934 | 3/18/2022 | PE2/28, #41691-2, MORALES \ | 678.50 |
| | | | | 3135071 | 11/12/2021 | PE10/31, #41691-2, MORALES | 224.86 |
| 764 | 6/22/2022 | 53552 | QUENCH USA, INC. | INV04043262 | 6/1/2022 | AC D347651, JUNE2022 RNTL | 40.89 |
| 765 | 6/22/2022 | 53736 | RG2 MANAGEMENT LLC | 3118 | 6/14/2022 | WE 6/12: A. REYES | 275.63 |
| 766 | 6/22/2022 | 32950 | SAFETY-KLEEN SYSTEMS, IN | 89125852 | 5/25/2022 | 5/23 SVC | 289.10 |
| 767 | 6/22/2022 | 54719 | YUNEX LLC | 5620039639 | 5/23/2022 | 4/27 INSTLL'D TRAFFIC SIGN, | 2,483.60 |
| | | | | 5620039878 | 5/24/2022 | RPLC'D PPB @ AVE50/CALHC | 2,105.17 |
| | | | | 5620039949 | 5/23/2022 | APR2022 TRAFFIC SIGNAL C/ | 1,460.99 |
| T FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 36,758.66 |

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|------------------------------|--|---|--|--------------|
| 113927 | 6/22/2022 | 53760 | ACCURATE OVERHEAD DOOF140563 | 6/6/2022 | RPR'D DOOR @ LIBRARY | 883.75 | 883.75 |
| 113928 | 6/22/2022 | 42837 | ARAMARK UNIFORM SERVICE | MAY2022 SAN MAY2022 CC | 5/31/2022 PE5/31 UNIFORMS, MATS & G 5/31/2022 PE5/31 MATS & MOPS | 1,023.11 542.68 | 1,565.79 |
| 113929 | 6/22/2022 | 50383 | BOSS DESIGNS | 504 | 6/10/2022 24"X8 3/4" REFLECTIVE DECA | 990.00 | 990.00 |
| 113930 | 6/22/2022 | 52723 | BRIGHT EVENT RENTALS, LLC | 640987 640988 640989 640990 | 6/13/2022 4/2 GENERATOR+CABLE RAM 6/13/2022 4/2 TENT+CONCRETE BLOCK 6/13/2022 4/2 CHAIR+LINEN+TABLE+ETI 6/13/2022 4/2 HIGH BAY LIGHT+UMBREI | 2,245.62 2,239.56 1,989.81 1,364.00 | 7,838.99 |
| 113931 | 6/22/2022 | 50977 | BRISAS AIR CONDITIONING IN | 11667 | 5/31/2022 SVC'D A/C UNIT @ 1515 6TH S | 95.00 | 95.00 |
| 113932 | 6/22/2022 | 44494 | BURRTEC WASTE & RECYCLIBD | 5/31/22 | 5/31/2022 MAY2022 SWEEPER BOXES, | 74.10 | 74.10 |
| 113933 | 6/22/2022 | 44494 | BURRTEC WASTE & RECYCLIBD | 6/1/22 | 6/1/2022 AC 44-BS 405340, 85075 AVE : | 59.98 | 59.98 |
| 113934 | 6/22/2022 | 46356 | C.V. CONSERVATION COMMIS | May2022 | 6/15/2022 MAY2022 LDMF MULTI-SPECI | 55,440.00 | 55,440.00 |
| 113935 | 6/22/2022 | 02048 | CDW GOVERNMENT, INC. | Z227175 Z096222 | 6/7/2022 BITDEF MGD DECT+RESP AD 6/2/2022 AXIOM SFP+ TRANSCEIVER I | 19,838.00 576.38 | 20,414.38 |
| 113936 | 6/22/2022 | 53220 | COACHELLA ACE HARDWARE | 3755/1 3626/1 3772/1 3683/1 3743/1 3764/1 3773/1 | 5/28/2022 RISR REMVL TOOL, THREAD 4/30/2022 ACE GLOVES & WIDE MEX PA 6/2/2022 HP GOOD ROLLER 5/17/2022 PICTURE HANG STRIP 5/26/2022 BATTERY ALK 9V 5/31/2022 KEYKRAFTER #13 6/2/2022 ACE BETTER ROLLER | 37.20 31.51 20.62 15.20 10.86 3.25 2.18 | 120.82 |
| 113937 | 6/22/2022 | 54137 | CONSERVE LANDCARE LLC | 87564 88399 98424 98425 94386 94385 | 5/2/2022 MAY2022 LNDSCPE MAINT @ 5/4/2022 5/2 LNDSCPE ENHANCEMEN 5/31/2022 5/20 LNDSCPE ENHANCEMEN 5/31/2022 5/31 LNDSCPE ENHANCEMEN 5/31/2022 5/13 RPR'D IRRGTN @ DIST 2 5/31/2022 5/12 RPR'D IRRGTN @ DIST 3 | 43,000.00 14,249.00 2,016.00 863.68 468.56 253.62 | 60,850.86 |
| 113938 | 6/22/2022 | 01924 | CONSOLIDATED ELECTRICAL | 3298-1009094 3298-1011765 | 5/25/2022 SWOOP WALL PACK 5/12/2022 ED MINI WALL PACK FIXTURE | 1,283.25 658.12 | 1,941.37 |
| 113939 | 6/22/2022 | 00214 | CORONET CONCRETE PROD | 1156661 1157059 | 5/12/2022 6.0 SACK EQ 60/40 FA 5/19/2022 6.0 SACK EQ 60/40 FA | 745.18 652.18 | 1,397.36 |
| 113940 | 6/22/2022 | 00749 | COUNTY OF RIVERSIDE | SH0000041174 SH0000041094 SH0000041175 | 6/8/2022 4/7-5/4 LAW ENFORCEMENT : 5/24/2022 FY21/22 RATE ADJSMNT: LAV 6/8/2022 4/7-5/4 LAW ENFORCEMENT : | 737,097.75 273,783.75 7,257.29 | 1,018,138.79 |
| 113941 | 6/22/2022 | 11800 | COUNTY OF RIVERSIDE | AN0000002487 | 6/17/2022 MAY2022 ANL SHLTR+FIELD+ | 25,716.30 | 25,716.30 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|----------------------------|---------------|-------------|-----------------------------|-------------|------------|
| 113942 | 6/22/2022 | 09650 | CVAG | May2022 | 6/15/2022 | MAY2022 TUMF FEES | 153,776.96 | 153,776.96 |
| 113943 | 6/22/2022 | 12870 | DEPARTMENT OF JUSTICE | 585479 | 6/3/2022 | MAY2022 FINGERPRINTS | 49.00 | 49.00 |
| 113944 | 6/22/2022 | 01089 | DESERT ELECTRIC SUPPLY | S2982456.001 | 6/1/2022 | PHOTOCONTROL RELAY | 102.96 | 102.96 |
| 113945 | 6/22/2022 | 52970 | DESERT POOL SPECIALISTS, | 126704 | 6/1/2022 | JUNE2022 FOUNTAIN SVCS | 400.00 | 400.00 |
| 113946 | 6/22/2022 | 13700 | DEWEY PEST CONTROL INC. | 15128210 | 6/1/2022 | AC2012540, JUNE2022, 51301 | 1,200.00 | |
| | | | | 15128211 | 6/1/2022 | AC2012536, JUNE2022, 48400 | 1,200.00 | |
| | | | | 15132006 | 6/1/2022 | AC1281218, JUNE2022, 51251 | 900.00 | |
| | | | | 15132005 | 6/1/2022 | AC1281215, JUNE2022, SIERF | 301.00 | |
| | | | | 15118937 | 6/1/2022 | AC2010194, JUNE-AUG2022, / | 300.00 | |
| | | | | 15118954 | 6/1/2022 | AC1450610, JUNE2022, DE OF | 160.00 | |
| | | | | 15111852 | 6/1/2022 | AC103361, JUNE2022, SENIOI | 80.00 | |
| | | | | 15118944 | 6/1/2022 | AC1434611, JUNE2022, DIST 3 | 60.00 | 4,201.00 |
| 113947 | 6/22/2022 | 52568 | EGAN CIVIL, INC. | 21487 | 5/30/2022 | DIST 16- TOPOGRAPHIC BAS | 6,680.00 | |
| | | | | 21469 | 5/16/2022 | AV53 TOT LOT- TOPOGRAPH | 3,200.00 | |
| | | | | 21489 | 5/30/2022 | DIST 16- TOPOGRAPHIC BAS | 3,200.00 | 13,080.00 |
| 113948 | 6/22/2022 | 44713 | FARMER BROTHERS CO. | 95671560 | 6/6/2022 | COFFEE, CUPS, CREAMER & | 361.48 | 361.48 |
| 113949 | 6/22/2022 | 51141 | FENCEWORKS RENTAL SYST | 132292 | 6/6/2022 | 6/2-3 INSTLLTN+2MO FENCE | 4,240.72 | |
| | | | | 132290 | 6/6/2022 | 6/1-2 INSTLLTN+2MO FENCE | 3,908.24 | |
| | | | | 132291 | 6/6/2022 | 6/1 INSTLLTN+2MO FENCE RI | 3,738.18 | 11,887.14 |
| 113950 | 6/22/2022 | 44088 | FERGUSON ENTERPRISES, IM | 1413164 | 5/23/2022 | O RNG F/ TLPC BLISTER 6PK | 36.30 | 36.30 |
| 113951 | 6/22/2022 | 54717 | GARCIA, LETICIA V. | Refund | 6/15/2022 | DEPOSIT REFUND- 6/11 COM | 300.00 | 300.00 |
| 113952 | 6/22/2022 | 51494 | GARDA CL WEST, INC. | 20528188 | 5/31/2022 | MAY2022 EXCESS LIABILITY/I | 239.21 | |
| | | | | 20528197 | 5/31/2022 | MAY2022 EXCESS PREMISE 1 | 13.11 | 252.32 |
| 113953 | 6/22/2022 | 54720 | GONZALEZ, RAFAEL OSCAL | Refund | 6/15/2022 | DEPOSIT REFUND- 5/21 VETE | 100.00 | 100.00 |
| 113954 | 6/22/2022 | 20450 | IMPERIAL IRRIGATION DISTRI | 50387122-MY22 | 6/8/2022 | AC50387122, 5/4-6/2, SEWER | 34,507.31 | 34,507.31 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|-----------------------------|----------------|-------------|------------------------------|-------------|----------|
| 113955 | 6/22/2022 | 45108 | IMPERIAL SPRINKLER SUPPL | 5100002-01 | 5/25/2022 | RAINBIRD ROTOR POP-UP | 776.92 | |
| | | | | 5143223-00 | 6/1/2022 | 4" IPS REPAIR COUPLING | 414.67 | |
| | | | | 5100677-00 | 5/24/2022 | RAINBIRD 2" PLASTIC INLINE | 401.60 | |
| | | | | 5143674-00 | 6/1/2022 | RAINBIRD 1 1/2" INLINE PLAS | 399.89 | |
| | | | | 5135388-00 | 5/25/2022 | RAINBIRD 4" POP-UP BODY | 334.74 | |
| | | | | 5140634-00 | 5/31/2022 | RAINBIRD 2" PLASTIC INLINE | 240.83 | |
| | | | | 5141201-00 | 5/31/2022 | RAINBIRD 1 1/2" INLINE PLAS | 96.45 | |
| | | | | 5144862-00 | 6/2/2022 | WIRE 14AWG SINGLE DB WIF | 73.91 | |
| | | | | 5142972-00 | 6/1/2022 | UNDERHILL BIG GULP PUMP | 57.62 | |
| | | | | 5141129-00 | 5/31/2022 | SLIP FIX, COUPLING SCH40 F | 18.29 | |
| | | | | 5144667-00 | 6/2/2022 | 1 1/2" 90 ELL SCH40 PVC, ETC | 13.93 | |
| | | | | 5143812-00 | 6/1/2022 | 4" COUPLING SCH40 PVC | 10.31 | |
| | | | | 5144134-00 | 6/1/2022 | 4" COUPLING SCH40 PVC | 10.31 | |
| | | | | 5145933-00 | 6/2/2022 | 1 1/2" 90 ELL SCH40 PVC | 8.81 | 2,858.28 |
| 113956 | 6/22/2022 | 51600 | IRC, INC. | 2022050049 | 5/1/2022 | MAY2022 PRE-EMPLOYMENT | 605.39 | 605.39 |
| 113957 | 6/22/2022 | 53626 | LARA, JANETH | PD 6/27-30 | 6/14/2022 | PD 6/27-30, PLAYGROUND SF | 259.00 | 259.00 |
| 113958 | 6/22/2022 | 50501 | LIVESCAN MGMT GROUP, INC | 061322COC | 6/13/2022 | INSTLL'D DECALS @ CIVIC CI | 933.00 | |
| | | | | 06142022COC | 6/14/2022 | 12X18 WATER FEATURE ALUI | 104.40 | |
| | | | | 06152022COC | 6/15/2022 | 12X18 WATER FEATURE ALUI | 104.40 | 1,141.80 |
| 113959 | 6/22/2022 | 54718 | MSW CONSULTANTS, INC. | 467 | 5/2/2022 | PE5/2 SOLID WASTE/SB 1383 | 4,455.00 | 4,455.00 |
| 113960 | 6/22/2022 | 01882 | NORTHERN TOOL & EQUIPME | 49981980 | 3/30/2022 | IR 7.5HP 80GAL VRT AC | 2,835.11 | 2,835.11 |
| 113961 | 6/22/2022 | 52757 | OLLIN STRATEGIES | 289 | 6/15/2022 | JUNE2022 CONSULTING SVC | 5,000.00 | 5,000.00 |
| 113962 | 6/22/2022 | 54701 | ONESOURCE SUPPLY SOLUT | Order #S697947 | 5/31/2022 | 50% DEPOSIT- AMERON FALV | 8,292.19 | 8,292.19 |
| 113963 | 6/22/2022 | 47192 | O'REILLY AUTO PARTS | 2855-447887 | 6/1/2022 | DF CAL CONV, SENSOR, ETC | 1,535.44 | |
| | | | | 2855-448006 | 6/1/2022 | CTRL ARM ASY & SWAY BAR | 70.24 | |
| | | | | 2855-449497 | 6/6/2022 | SWAY BAR LNK | 24.62 | |
| | | | | 2855-448177 | 6/2/2022 | TRAILER CAME & MUFFLR CI | -199.39 | 1,430.91 |
| 113964 | 6/22/2022 | 42759 | PROPER SOLUTIONS, INC. | 13378 | 6/10/2022 | WE 6/10: ARELLANO+LOPEZ+ | 1,910.44 | 1,910.44 |
| 113965 | 6/22/2022 | 52344 | QUADIENT FINANCE USA, INCCD | 6/12/22 | 6/12/2022 | MAY-JUNE2022 POSTAGE BY | 2,029.60 | 2,029.60 |
| 113966 | 6/22/2022 | 52306 | QUINN COMPANY | 20930401 | 3/12/2022 | 2/17-24 SKID STEER & CONC | 3,458.86 | 3,458.86 |
| 113967 | 6/22/2022 | 54500 | RELIABLE TRANSLATIONS | CC21994 | 5/25/2022 | 5/25 CC MTG SVCS | 686.00 | |
| | | | | 22047 | 6/3/2022 | 6/3 DOCUMENT TRANSLATIO | 205.60 | 891.60 |
| 113968 | 6/22/2022 | 35450 | SOCALGAS | 1500 6th-MY22 | 5/27/2022 | AC 020 678 1257 4, 4/26-5/25 | 15.02 | 15.02 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|--------------------------|----------------|-------------|----------------------------|---------------------|
| 113969 | 6/22/2022 | 54620 | SOUTHWEST PROTECTIVE S | 9641 | 4/4/2022 | MAR2022 PATROL SVCS @ P/ | 11,409.22 |
| | | | | 9640 | 4/4/2022 | MAR2022 SECURITY SVCS @ | 8,178.00 |
| | | | | 9846 | 6/1/2022 | MAY2022 SECURITY SVCS @ | 7,990.00 |
| | | | | 9842 | 5/9/2022 | APR2022 SECURITY SVCS @ | 7,308.50 |
| | | | | 9847 | 6/1/2022 | MAY2022 PATROL SVCS @ P/ | 7,056.00 |
| | | | | 9843 | 5/9/2022 | APR2022 PATROL SVCS @ P/ | 6,832.00 |
| | | | | 9841 | 5/9/2022 | APR2022 PATROL SVCS @ LL | 5,180.00 |
| | | | | 9642 | 4/4/2022 | MAR2022 PATROL SVCS @ LI | 4,760.00 |
| | | | | 9848 | 6/1/2022 | MAY2022 PATROL SVCS @ LL | 4,480.00 |
| | | | | 9639 | 4/4/2022 | MAR2022 SECURITY SVCS @ | 4,324.00 |
| | | | | 9840 | 5/9/2022 | APR2022 SECURITY SVCS @ | 3,948.00 |
| | | | | 9845 | 6/1/2022 | MAY2022 SECURITY SVCS @ | 3,948.00 |
| | | | | | | | 75,413.72 |
| 113970 | 6/22/2022 | 52651 | STENO SOLUTIONS | 43567 | 6/1/2022 | MAY2022 TRANSCRIPTION S\ | 1,481.06 |
| 113971 | 6/22/2022 | 00102 | SUNLINE TRANSIT AGENCY | INV06057 | 5/31/2022 | MAY2022 CNG FUEL | 841.39 |
| 113972 | 6/22/2022 | 38250 | TOPS N BARRICADES | 1093986 | 5/13/2022 | 5/3-12 SIDEWALK CLOSED W | 36.00 |
| | | | | 1094214 | 5/25/2022 | RESTROOM PLST BRAIL 8X8 | 38.05 |
| | | | | 1094332 | 5/31/2022 | 5/5-6/1 CHNGBLE MSG SIGN I | 1,290.00 |
| | | | | 1094217 | 5/25/2022 | BEACON REGULATOR | 739.50 |
| | | | | 1094064 | 5/18/2022 | AIRPORT REFL GLASS BEAD: | 260.35 |
| | | | | 1094072 | 5/18/2022 | TEMP NO PARKING BILINGUA | 206.63 |
| | | | | | | | 2,570.53 |
| 113973 | 6/22/2022 | 02134 | UNITED RENTALS, INC. | 205751579-003 | 6/3/2022 | 5/29-6/2 UTV 4WD DSL 4SEAT | 753.10 |
| 113974 | 6/22/2022 | 53173 | VERIZON CONNECT NWF, INC | OSV000002780- | 6/1/2022 | MAY2022 GPS MONITORING : | 582.84 |
| 113975 | 6/22/2022 | 44966 | VERIZON WIRELESS | 9907752675 | 6/1/2022 | AC371867190-00002, 5/2-6/1 | 259.36 |
| 113976 | 6/22/2022 | 44775 | VISTA PAINT CORPORATION | 2022-564868-00 | 6/2/2022 | MONO DRY ERASE GLOSS C | 2,383.67 |
| | | | | 2022-581832-00 | 6/14/2022 | COVERALL EXT FLAT DEEP E | 488.18 |
| | | | | | | | 2,871.85 |
| 113977 | 6/22/2022 | 49778 | WEST COAST ARBORIST, INC | 183800-A | 3/3/2022 | 3/3 TREE MAINT @ LLMD | 3,806.00 |
| | | | | 186580 | 5/15/2022 | PE5/15 TREE MAINT @ STRE | 1,352.00 |
| | | | | | | | 5,158.00 |
| 113978 | 6/22/2022 | 42100 | ZUMAR INDUSTRIES INC | 96811 | 5/26/2022 | STOP SIGNS | 1,980.12 |
| | | | | 96872 | 6/3/2022 | NO DUMPING, ETC | 1,473.23 |
| | | | | 96873 | 6/3/2022 | CURVE RIGHT SYMBOL | 715.19 |
| | | | | | | | 4,168.54 |
| Sub total for WELLS FARGO BANK: | | | | | | | 1,543,865.55 |

62 checks in this report.

Grand Total All Checks: 1,580,624.21

Date: June 22, 2022



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|-----------------------|--------------|-------------|------------------------------|-------------|
| 113979 | 6/22/2022 | 54721 | VALENZUELA, MARGARITA | Ref000227354 | 6/22/2022 | UB Refund Cst #00038239. Cu: | 105.50 |
| | | | | Ref000227353 | 6/22/2022 | UB Refund Cst #00038239. Cu: | 50.00 |
| | | | | Ref000227355 | 6/22/2022 | UB Refund Cst #00038239. Cu: | 50.00 |
| | | | | Ref000227356 | 6/22/2022 | UB Refund Cst #00038239. Cu: | 21.39 |
| Sub total for WELLS FARGO BANK: | | | | | | | 226.89 |

1 checks in this report.

Grand Total All Checks: 226.89

Date: June 22, 2022


Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|--|-----------|--------|---------------------|--------------|-------------|-------------------------|-------------|--------|
| 113980 | 6/29/2022 | 54726 | DELGADO, MARICELA | Ref000227476 | 6/29/2022 | UB Refund Cst #00019538 | 47.11 | 47.11 |
| 113981 | 6/29/2022 | 54730 | ESCARSEGA, ELENA | Ref000227480 | 6/29/2022 | UB Refund Cst #00051020 | 115.05 | 115.05 |
| 113982 | 6/29/2022 | 54728 | FIGUEROA, GLORIA | Ref000227478 | 6/29/2022 | UB Refund Cst #00043977 | 67.09 | 67.09 |
| 113983 | 6/29/2022 | 54732 | GOTTLIEB, HILLA | Ref000227484 | 6/29/2022 | UB Refund Cst #00053985 | 91.03 | 91.03 |
| 113984 | 6/29/2022 | 54638 | LIMON, MICHAEL | Ref000227482 | 6/29/2022 | UB Refund Cst #00053072 | 25.00 | 25.00 |
| 113985 | 6/29/2022 | 54729 | LIZARRAGA, REYMUNDO | Ref000227479 | 6/29/2022 | UB Refund Cst #00047775 | 45.52 | 45.52 |
| 113986 | 6/29/2022 | 54733 | MARTINEZ, MANUEL | Ref000227485 | 6/29/2022 | UB Refund Cst #00054424 | 100.00 | 100.00 |
| 113987 | 6/29/2022 | 54731 | PADRON, RITA | Ref000227483 | 6/29/2022 | UB Refund Cst #00053343 | 45.94 | 45.94 |
| 113988 | 6/29/2022 | 54712 | REYES, MALIKA | Ref000227481 | 6/29/2022 | UB Refund Cst #00052758 | 42.11 | 42.11 |
| 113989 | 6/29/2022 | 54727 | SANTIAGO, JUAN | Ref000227477 | 6/29/2022 | UB Refund Cst #00034417 | 71.62 | 71.62 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 650.47 |

10 checks in this report.

Grand Total All Checks: 650.47

Date: June 29, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|--|-----------|----------------------------|-------------|-------------------|
| 768 | 6/29/2022 | 45929 | BECK OIL, INC. 54662CL | 6/15/2022 | PE6/15 GRAFFITI DEPT FUEL | 292.64 | 292.64 |
| 769 | 6/29/2022 | 53721 | BOON TRADING COMPANY LLIN5110435 | 5/20/2022 | SOLAR STREET LIGHT W/ MC | 2,231.43 | 2,231.43 |
| 770 | 6/29/2022 | 53391 | BSK ASSOCIATES RF00519 | 4/29/2022 | MAR-APR2022 WASTEWATEF | 774.00 | 774.00 |
| 771 | 6/29/2022 | 43672 | DESERT VALLEY SERVICES IN574162 | 6/14/2022 | CUPS & S/O TOWEL | 252.17 | 252.17 |
| 772 | 6/29/2022 | 51892 | HERC RENTALS, INC. 32929655-001 | 6/7/2022 | 6/7 POSTHOLE AUGER RNTL | 88.75 | 88.75 |
| 773 | 6/29/2022 | 00996 | HOME DEPOT 7102151 | 5/20/2022 | HUSKY 12PC SCREWDRIVER | 83.51 | 83.51 |
| 774 | 6/29/2022 | 00101 | MUNISERVICES/AVENU INV06-014326 | 6/20/2022 | APR-JUNE2022 SVCS: UTILIT | 4,571.23 | 4,571.23 |
| 775 | 6/29/2022 | 52802 | RED WING BUSINESS ADVAN'2022061600343: | 6/16/2022 | 6/10+14 EMPLOYEE WORK B | 694.48 | 694.48 |
| 776 | 6/29/2022 | 53736 | RG2 MANAGEMENT LLC 3119 | 6/14/2022 | WE 6/12: S. VALENZUELA | 1,543.50 | |
| | | | 3076 | 5/17/2022 | WE 5/8: K. MEDINA | 1,080.00 | |
| | | | 3121 | 6/14/2022 | WE 5/29: K. MEDINA | 1,080.00 | |
| | | | 3127 | 6/22/2022 | WE 6/19: M. MENDEZ | 630.00 | |
| | | | 3120 | 6/14/2022 | WE 6/12: F. HERNANDEZ | 384.00 | |
| | | | 3124 | 6/22/2022 | WE 6/19: A. REYES | 299.25 | 5,016.75 |
| 777 | 6/29/2022 | 31705 | RIVERSIDE COUNTY FIRE DEI234773 | 6/16/2022 | FY21/22- 3RD QTR FIRE PRO' | 772,933.23 | 772,933.23 |
| 778 | 6/29/2022 | 53475 | RUDYS ELECTRIC 20267 | 6/2/2022 | INSTLL'D METER PEDESTAL (| 3,400.00 | |
| | | | 20270 | 6/14/2022 | RPR'D LIGHTING STNDRDS/E | 2,385.00 | |
| | | | 20269 | 6/1/2022 | INSTLL'D LIGHTING @ MURA | 2,070.00 | |
| | | | 20271 | 6/14/2022 | RPR'D LIGHTING STNDRDS/E | 1,745.00 | |
| | | | 20265 | 6/4/2022 | RPR'D ELECTRICAL CIRCUIT | 850.00 | |
| | | | 20268 | 6/2/2022 | RPLC'D 3 PHASE AC DISCON | 485.00 | |
| | | | 20266 | 6/4/2022 | RPR'D/RPLC'D LED TRIM @ C | 191.00 | 11,126.00 |
| 779 | 6/29/2022 | 51697 | WESTERN WATER WORKS SI1404835-00 | 6/1/2022 | APPLIED CREDIT INV #14042(| 1,174.07 | |
| | | | 1404914-00 | 6/7/2022 | SDR35 RAISED MIP PLUG | 84.40 | 1,258.47 |
| T FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 799,322.66 |

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|------------------------------|------------|--|-------------|-------------|
| 113990 | 6/29/2022 | 01436 | AMERICAN FORENSIC NURSE76147 | 6/17/2022 | MAR-MAY2022 BLOOD DRAW | 155.83 | 155.83 |
| 113991 | 6/29/2022 | 42837 | ARAMARK UNIFORM SERVICE | MAY2022 | 5/31/2022 PE5/31 UNIFORMS, MATS & T | 3,353.14 | 3,353.14 |
| 113992 | 6/29/2022 | 42251 | ARCOS, MARIA | Ck 6/29/22 | 6/23/2022 VOUCHER 84, 4/12-6/16 | 296.98 | 296.98 |
| 113993 | 6/29/2022 | 54517 | BLACK KNIGHT TECHNOLOGI | 10225991 | 6/20/2022 JN-JL2022 SITXPRO SBSCRIP | 250.00 | 250.00 |
| 113994 | 6/29/2022 | 43862 | BRENNTAG PACIFIC, INC | BPI242783 | 5/19/2022 CHEMCHLOR SODIUM HYPO | 3,664.99 | |
| | | | | BPI233127 | 4/12/2022 CHEMCHLOR SODIUM HYPO | 3,614.12 | |
| | | | | BPI238055 | 4/29/2022 CHEMCHLOR SODIUM HYPO | 3,233.90 | |
| | | | | BPI231211 | 4/1/2022 CHEMCHLOR SODIUM HYPO | 2,409.41 | |
| | | | | BPI246804 | 6/3/2022 CHEMCHLOR SODIUM HYPO | 1,214.34 | |
| | | | | BPI336574 | 1/26/2022 1/25 DRUM RETURN | -80.00 | |
| | | | | BPI339947 | 5/2/2022 4/29 DRUM RETURN | -200.00 | |
| | | | | BPI340105 | 5/5/2022 5/4 DRUM RETURN | -280.00 | |
| | | | | BPI341274 | 6/13/2022 6/10 DRUM RETURN | -280.00 | |
| | | | | BPI335931 | 1/7/2022 1/5 DRUM RETURN | -600.00 | |
| | | | | BPI333664 | 10/26/2021 10/25 DRUM RETURN | -880.00 | |
| | | | | BPI327995 | 6/3/2021 6/2 DRUM RETURN | -1,080.00 | |
| | | | | BPI337647 | 2/24/2022 2/23 DRUM RETURN | -1,200.00 | |
| | | | | BPI340643 | 5/23/2022 5/19 DRUM RETURN | -2,165.00 | 7,371.76 |
| 113995 | 6/29/2022 | 50977 | BRISAS AIR CONDITIONING IN | 11681 | 6/14/2022 RPLC'D THERMOSTAT @ 151: | 230.00 | 230.00 |
| 113996 | 6/29/2022 | 42459 | BRUDVIK, INC. | 16531 | 6/27/2022 7/1 GENERATOR RNTLS | 2,359.00 | 2,359.00 |
| 113997 | 6/29/2022 | 02048 | CDW GOVERNMENT, INC. | Z592392 | 6/14/2022 SW NSM ADVANC MGTRPT & | 795.00 | |
| | | | | Z627015 | 6/15/2022 APPLE TV HD 32GB | 185.69 | 980.69 |
| 113998 | 6/29/2022 | 53426 | CELL BUSINESS EQUIPMENT | 76764162 | 6/25/2022 ACC 1338330, 6/15-7/14, SHAF | 581.50 | 581.50 |
| 113999 | 6/29/2022 | 02226 | CITY OF COACHELLA | FY 21/22 | 6/28/2022 FY 21/22 JPA WTS DISTRIBUT | 325,000.00 | 325,000.00 |
| 114000 | 6/29/2022 | 08330 | CITY OF INDIO | FY 21/22 | 6/28/2022 FY 21/22 JPA WTS DISTRIBUT | 350,000.00 | 350,000.00 |
| 114001 | 6/29/2022 | 53220 | COACHELLA ACE HARDWARE | 3812/1 | 6/9/2022 LGHTD 3WAY SWITCH | 16.30 | 16.30 |
| 114002 | 6/29/2022 | 52375 | CORE & MAIN LP | P542133 | 4/20/2022 3/4X7.5 BLMJ ALLEGRO METE | 99,348.57 | |
| | | | | Q719188 | 4/21/2022 3/4X7.5 BLMJ ALLEGRO METE | 99,348.57 | |
| | | | | Q421685 | 2/25/2022 3/4X7 BL06 METERS (11) | 2,774.23 | |
| | | | | Q590815 | 3/25/2022 3/4X7 BL06 METERS (3) | -652.26 | 200,819.11 |
| 114003 | 6/29/2022 | 48603 | CV STRATEGIES | 6802 | 6/8/2022 MAY2022 STRATEGIC COMM | 1,913.75 | 1,913.75 |
| 114004 | 6/29/2022 | 09950 | CVWD | May 2022 | 6/1/2022 CN 332543, MAY2022 WELL R | 60,482.76 | 60,482.76 |
| 114005 | 6/29/2022 | 52406 | DELGADO, GUILLERMO | 7/1 Event | 5/27/2022 7/1 PERFORMANCE @ 4TH O | 1,500.00 | 1,500.00 |
| 114006 | 6/29/2022 | 12870 | DEPARTMENT OF JUSTICE | 588057 | 6/3/2022 MAR2022 BLOOD ALCOHOL A | 210.00 | |
| | | | | 588002 | 6/3/2022 MAY2022 BLOOD ALCOHOL A | 70.00 | 280.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|-------------------------------------|-------------|--------------------------------------|-------------|-------------|
| 114007 | 6/29/2022 | 53389 | DESERT CONCEPTS CONSTR1 | 5/19/2022 | PE5/19 PUEBLO VIEJO SUSTA | 604,059.16 | 604,059.16 |
| 114008 | 6/29/2022 | 53007 | DESERT PROMOTIONAL & | 86330 | 6/7/2022 LONG SLEEVE T-SHIRTS W/ I | 121.80 | |
| | | | 86427 | 6/13/2022 | POLOS+CARDIGAN W/ EMBR | 120.71 | 242.51 |
| 114009 | 6/29/2022 | 54233 | DJ2A ENTERTAINMENT | 600 | 6/15/2022 7/1 DJ @ 4TH OF JULY EVENT | 300.00 | 300.00 |
| 114010 | 6/29/2022 | 15750 | FEDEX | 7-784-09789 | 6/10/2022 JUNE2022 FEDEX SVCS | 7.69 | |
| | | | 7-799-16541 | 6/24/2022 | JUNE2022 FEDEX SVCS | 7.54 | 15.23 |
| 114011 | 6/29/2022 | 20450 | IMPERIAL IRRIGATION DISTRIMdMY-MdJN | 6/15/2022 | MID MAY-MID JUNE 2022 ELE | 55,471.33 | 55,471.33 |
| 114012 | 6/29/2022 | 45108 | IMPERIAL SPRINKLER SUPPL | 5138025-00 | 5/26/2022 36" HAND PUMP W/ HOSE, ET | 247.20 | |
| | | | 5031285-00 | 3/8/2022 | HEAVY DUTY POST HOLE DIC | 112.51 | |
| | | | 5147020-00 | 6/3/2022 | 15" CABLE TIE, WD-40 CAN, E | 73.76 | 433.47 |
| 114013 | 6/29/2022 | 43580 | KEEP IT COOL WINDOW TINT | 5473 | 4/4/2022 WINDOW TINTING @ CIVIC C | 2,292.00 | 2,292.00 |
| 114014 | 6/29/2022 | 45051 | LAMAR OF PALM SPRINGS | 113724984 | 6/13/2022 6/13-7/10 POSTER ADVERTISI | 1,200.00 | 1,200.00 |
| 114015 | 6/29/2022 | 24600 | LOPES HARDWARE | 009994 | 6/8/2022 WASP SPRAY, 20'X30' TARP, I | 413.24 | |
| | | | 010556 | 6/23/2022 | FAUCET WTR CONNECTOR, | 290.18 | 703.42 |
| 114016 | 6/29/2022 | 52799 | LTAS TECHNOLOGIES INC. | 263-005 | 4/23/2022 APR2022/23 STR 24/7 HOTLIN | 3,500.00 | 3,500.00 |
| 114017 | 6/29/2022 | 54718 | MSW CONSULTANTS, INC. | 472 | 6/1/2022 PE5/24 SOLID WASTE/SB 138 | 9,515.00 | 9,515.00 |
| 114018 | 6/29/2022 | 54722 | MY LITTLE CARNIVAL, INC. | 4586 | 5/26/2022 7/1 CARNIVAL GAME BOOTH | 6,565.00 | 6,565.00 |
| 114019 | 6/29/2022 | 53042 | NCA ENTERTAINMENT | 7/1 Event | 6/27/2022 7/1 CARNIVAL RIDES | 9,500.00 | 9,500.00 |
| 114020 | 6/29/2022 | 54516 | OPERATIONAL TECHNICAL SE | 2471 | 5/22/2022 WE 5/15: J. PAGE | 384.48 | 384.48 |
| 114021 | 6/29/2022 | 49989 | PAUL ASSOCIATES | 86072 | 6/7/2022 DEVELOPMENT SVCS ENVEL | 304.09 | |
| | | | 86069 | 6/8/2022 | BUSINESS CARDS: E. COROM | 198.14 | 502.23 |
| 114022 | 6/29/2022 | 42759 | PROPER SOLUTIONS, INC. | 13404 | 6/17/2022 WE 6/17: ARELLANO+SANCHI | 2,197.50 | 2,197.50 |
| 114023 | 6/29/2022 | 52306 | QUINN COMPANY | 20589902 | 3/12/2022 1/12-3/4 VACUUM TRAILER RI | 673.34 | 673.34 |
| 114024 | 6/29/2022 | 54500 | RELIABLE TRANSLATIONS CC | 22100 | 6/10/2022 6/10 DOCUMENT TRANSLATIO | 75.00 | |
| | | | 22198 | 6/23/2022 | 6/23 DOCUMENT TRANSLATIO | 75.00 | 150.00 |
| 114025 | 6/29/2022 | 48608 | REYES COCA-COLA BOTTLIN | 11022212670 | 6/15/2022 DASANI BOTTLED WATER & S | 441.60 | 441.60 |
| 114026 | 6/29/2022 | 44161 | ROBERT HALF | 60064907 | 5/26/2022 WE 5/20: P. ARRIAGA | 1,283.20 | |
| | | | 60195089 | 6/16/2022 | WE 6/10: P. ARRIAGA | 1,283.20 | |
| | | | 60016086 | 5/18/2022 | WE 5/13: P. ARRIAGA | 962.40 | 3,528.80 |
| 114027 | 6/29/2022 | 54670 | ROSETTE, JOSE | Edu Reimb | 6/23/2022 FY21/22 EDUCATION REIMBU | 168.53 | 168.53 |
| 114028 | 6/29/2022 | 54643 | SCOTT BURCH DESIGN | 0000547 | 5/16/2022 CITY EBLAST MASTHEAD | 650.00 | 650.00 |
| 114029 | 6/29/2022 | 50827 | SDC SOUND COMPANY LLC | 1089 | 6/9/2022 7/1 SOUND+PLATFORM+ETC | 5,763.00 | 5,763.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|--------|----------------------------------|----------------|------------------------------|---------------------------|---------------------|
| 114030 | 6/29/2022 | 52595 | STAPLES BUSINESS CREDIT | 7358781651-0-1 | 6/13/2022 | CARDER CHAIR | 310.20 |
| | | | | 7359011105-0-1 | 6/20/2022 | LRG AIR PURIFIER | 158.76 |
| | | | | 7357928484-0-1 | 6/1/2022 | MED FORKS, 10IN ULTRA PLA | 129.40 |
| | | | | 7358811978-0-1 | 6/14/2022 | DY LW 550 PRINTER NA/LA | 125.05 |
| | | | | 7358810818-0-1 | 6/13/2022 | BROTHER PTD400 LABELER, | 117.93 |
| | | | | 7357899716-0-1 | 6/1/2022 | FELLOWES SHREDDER OIL, I | 106.73 |
| | | | | 7358792323-0-1 | 6/13/2022 | 4IN1 DATE & MSG KIT, MECH | 75.07 |
| | | | | 7357955585-0-1 | 6/1/2022 | FLDR FILE LGL 1/3 TT AST | 75.02 |
| | | | | 7359011105-0-2 | 6/20/2022 | EE-5068 FILTERS | 32.61 |
| | | | | 7357928484-0-2 | 6/1/2022 | 6IN PLATES | 22.62 |
| | | | | 7359011105-0-3 | 6/20/2022 | SHARPWRI MECH PENCIL 36 | 20.85 |
| | | | | | | | 1,174.24 |
| 114031 | 6/29/2022 | 43837 | TERRA NOVA PLANNING & RETN022201 | 5/1/2022 | PE4/30 AIRPORT BUSINESS F | 2,890.37 | 2,890.37 |
| 114032 | 6/29/2022 | 45045 | THERESA A. MIKE SCHOLARS2022 | 5/17/2022 | COMMUNITY BASED GRANT | 1,000.00 | 1,000.00 |
| 114033 | 6/29/2022 | 38800 | UNDERGROUND SERVICE ALI520220112 | 6/1/2022 | MAY2022- 55 NEW TICKETS+I | 100.75 | 100.75 |
| 114034 | 6/29/2022 | 54723 | VEGA, NOEMI | Scholarship | 6/22/2022 | 2022 YOUTH FOOTBALL SCH | 75.00 |
| | | | | | | | 75.00 |
| 114035 | 6/29/2022 | 54433 | WEX ENTERPRISE EXXONMC81695265 | 6/23/2022 | ACC 0496-00-726338-7, 5/24-6 | 5,266.81 | 5,266.81 |
| 114036 | 6/29/2022 | 54272 | WILLDAN | 002-26502 | 6/2/2022 | MAY2022- BLDG AND SAFETY | 10,070.00 |
| | | | | | | | 10,070.00 |
| 114037 | 6/29/2022 | 53174 | ZAMBELLI FIREWORKS | 518726 | 6/22/2022 | FINAL- 4TH OF JULY FIREWO | 21,500.00 |
| | | | | | | | 21,500.00 |
| 114038 | 6/29/2022 | 42100 | ZUMAR INDUSTRIES INC | 96901 | 6/8/2022 | SCHOOL SYMBOL | 2,406.93 |
| | | | | 96871 | 6/6/2022 | KEEP RIGHT SYMBOL, ETC | 2,350.29 |
| | | | | 96933 | 6/13/2022 | COACHELLA SNS SPEC BLUE | 1,314.32 |
| | | | | | | | 6,071.54 |
| Sub total for WELLS FARGO BANK: | | | | | | | 1,711,996.13 |

61 checks in this report.

Grand Total All Checks: 2,511,318.79

Date: June 29, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|----------|--------|----------------|-----------|---------------------------|-------------|-------------|
| 780 | 7/6/2022 | 45929 | BECK OIL, INC. | | | | |
| | | | 54591CL | 6/15/2022 | PE6/15 PARKS DEPT FUEL | 535.10 | |
| | | | 54580CL | 6/15/2022 | PE6/15 ENG DEPT FUEL | 404.56 | |
| | | | 53882CL | 5/31/2022 | PE5/31 ENG DEPT FUEL | 398.06 | |
| | | | 53884CL | 5/31/2022 | PE5/31 LLMD DEPT FUEL | 260.07 | |
| | | | 53939CL | 5/31/2022 | PE5/31 BLDG MAINT DEPT FL | 243.71 | |
| | | | 53911CL | 5/31/2022 | PE5/31 SENIOR CNTR FUEL | 241.95 | |
| | | | 54617CL | 6/15/2022 | PE6/15 CODE ENF DEPT FUE | 206.69 | |
| | | | 53940CL | 5/31/2022 | PE5/31 ADMIN DEPT FUEL | 175.51 | |
| | | | 54582CL | 6/15/2022 | PE6/15 LLMD DEPT FUEL | 135.45 | |
| | | | 54636CL | 6/15/2022 | PE6/15 BLDG MAINT DEPT FL | 129.74 | |
| | | | 53932CL | 5/31/2022 | PE5/31 SANITARY DEPT FUEL | 2,662.55 | |
| | | | 505396 | 6/7/2022 | DYED CARB ULS DIESEL | 1,808.78 | |
| | | | 54630CL | 6/15/2022 | PE6/15 SANITARY DEPT FUEL | 1,288.92 | |
| | | | 53890CL | 5/31/2022 | PE5/31 WATER DEPT FUEL | 1,161.95 | |
| | | | 54586CL | 6/15/2022 | PE6/15 STREETS DEPT FUEL | 1,122.70 | |
| | | | 53888CL | 5/31/2022 | PE5/31 STREETS DEPT FUEL | 1,015.07 | |
| | | | 53893CL | 5/31/2022 | PE5/31 PARKS DEPT FUEL | 852.75 | |
| | | | 54588CL | 6/15/2022 | PE6/15 WATER DEPT FUEL | 803.21 | |
| | | | 53910CL | 5/31/2022 | PE5/31 VEHICLE MAINT DEPT | 799.10 | |
| | | | 504416 | 5/31/2022 | QS 5W20 BLEND+DRUM DEP | 674.18 | |
| | | | 54608CL | 6/15/2022 | PE6/15 VEHICLE MAINT DEPT | 569.62 | 15,489.67 |

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

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|--|----------|--------|--------------------------|--------------|-------------|------------------------------|-------------|------------|
| 781 | 7/6/2022 | 43462 | BEST BEST & KRIEGER, LLP | 938251 | 6/15/2022 | PE5/31, #80237, GENERAL RE | 32,986.34 | |
| | | | | 938270 | 6/15/2022 | PE5/31, #80237.00851, GLENF | 7,673.40 | |
| | | | | 938266 | 6/15/2022 | PE5/31, #80237.00835, REAL E | 7,166.80 | |
| | | | | 938274 | 6/15/2022 | PE5/31, #80237.00872, SUCCE | 2,322.60 | |
| | | | | 938268 | 6/15/2022 | PE5/31, #80237.00844, CHROI | 1,769.80 | |
| | | | | 938271 | 6/15/2022 | PE5/31, #80237.00858, COA V | 1,681.00 | |
| | | | | 938265 | 6/15/2022 | PE5/31, #80237.00820, ENVIR | 1,453.70 | |
| | | | | 938267 | 6/15/2022 | PE5/31, #80237.00840, CANN | 1,268.60 | |
| | | | | 938260 | 6/15/2022 | PE5/31, #80237.00445, DESEF | 1,182.40 | |
| | | | | 938262 | 6/15/2022 | PE5/31, #80237.00450, GLENF | 1,146.60 | |
| | | | | 938272 | 6/15/2022 | PE5/31, #80237.00868, TRAVE | 1,136.45 | |
| | | | | 938275 | 6/15/2022 | PE5/31, #80237.00873, SURPL | 1,087.80 | |
| | | | | 938276 | 6/15/2022 | PE5/31, #80237.00874, CENTF | 870.90 | |
| | | | | 938258 | 6/15/2022 | PE5/31, #80237.00237, SPOTL | 765.30 | |
| | | | | 938257 | 6/15/2022 | PE5/31, #80237.00231, G. THC | 764.40 | |
| | | | | 938263 | 6/15/2022 | PE5/31, #80237.00810, LABOR | 617.40 | |
| | | | | 938264 | 6/15/2022 | PE5/31, #80237.00819, CODE | 479.70 | |
| | | | | 938273 | 6/15/2022 | PE5/31, #80237.00869, AFFOR | 441.00 | |
| | | | | 938261 | 6/15/2022 | PE5/31, #80237.00447, ADV. C | 358.60 | |
| | | | | 938277 | 6/15/2022 | PE5/31, #80237.00857, RENEV | 294.00 | |
| | | | | 938259 | 6/15/2022 | PE5/31, #80237.00240, 52156 | 137.50 | |
| | | | | 938269 | 6/15/2022 | PE5/31, #80237.00850, FINAN | 117.60 | 65,721.89 |
| 782 | 7/6/2022 | 49486 | BRC CONSTRUCTION | 20221288 | 5/17/2022 | MISC REPAIRS/PAINTING @ [| 2,800.00 | 2,800.00 |
| 783 | 7/6/2022 | 51892 | HERC RENTALS, INC. | 32846001-002 | 6/22/2022 | 6/1-21 BOOM STRAIGHT RNT | 4,223.94 | |
| | | | | 32838433-004 | 6/8/2022 | 5/28-6/7 LIGHT TOWER RNTL | 2,721.66 | 6,945.60 |
| 784 | 7/6/2022 | 53736 | RG2 MANAGEMENT LLC | 3130 | 6/29/2022 | WE 6/26: A. REYES | 275.63 | |
| | | | | 3131 | 6/29/2022 | WE 6/26: M. MENDEZ | 630.00 | 905.63 |
| 785 | 7/6/2022 | 53596 | XTREME HEATING AND AIR | 2281 | 6/18/2022 | REPLACEMENT OF A/C UNIT | 11,600.00 | |
| | | | | 2284 | 6/25/2022 | RPLC'D MOTOR & CAPACITO | 568.00 | |
| | | | | 2276 | 6/16/2022 | RPLC'D THERMOSTAT @ FIRI | 215.00 | 12,383.00 |
| T FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | | 104,245.79 |

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|----------|--------|---------------------------|----------------|-------------|-----------------------------|-------------|----------|
| 114039 | 7/6/2022 | 53109 | BIO SOCAL | CS61922 | 6/20/2022 | 5/30 BIOHAZARD CLEANUP @ | 940.00 | |
| | | | | CS53022 | 6/7/2022 | 5/30 BIOHAZARD CLEANUP @ | 795.00 | 1,735.00 |
| 114040 | 7/6/2022 | 01109 | BSN SPORTS LLC | 917285154 | 6/3/2022 | HARDWARE KIT | 378.77 | 378.77 |
| 114041 | 7/6/2022 | 50471 | CASTILLO, VICTOR | Edu Reimb | 6/28/2022 | FY21/22 EDUCATION REIMBU | 50.00 | 50.00 |
| 114042 | 7/6/2022 | 53530 | CHABOLLA, JESUS | Edu Reimb | 6/28/2022 | FY21/22 EDUCATION REIMBU | 168.53 | 168.53 |
| 114043 | 7/6/2022 | 02273 | CLAIREMONT EQUIPMENT | 40400001 | 6/16/2022 | 6/9-10 54' REACH FORKLIFT F | 946.20 | 946.20 |
| 114044 | 7/6/2022 | 53220 | COACHELLA ACE HARDWARE | 3803/1 | 6/8/2022 | SCREWDRIVING SET & THRE | 45.63 | |
| | | | | 3830/1 | 6/13/2022 | UPPERHAND FISH TAPE | 39.14 | 84.77 |
| 114045 | 7/6/2022 | 44959 | COMPUTER CONSULTANTS, | 134856 | 6/25/2022 | RPLC'D VIDEO ADAPTER | 132.19 | 132.19 |
| 114046 | 7/6/2022 | 54602 | DE FRANCISCO SHEK, ANDRI | 22029 | 6/28/2022 | 4TH OF JULY EVENT AD/GRA | 230.00 | 230.00 |
| 114047 | 7/6/2022 | 54135 | DEL VALLE INFORMADOR INC | 2022-136 | 6/29/2022 | 6/30 AD: 4TH OF JULY CELEB | 500.00 | 500.00 |
| 114048 | 7/6/2022 | 54465 | DESERT URGENT CARE COA | 37910 | 6/9/2022 | MAY2022 SVCS: CASTILLO+F | 450.00 | |
| | | | | 37830 | 6/9/2022 | MAY2022 SVCS: BISUANO+C/ | 165.00 | 615.00 |
| 114049 | 7/6/2022 | 49635 | EISENHOWER MEDICAL CEN | May 2022 | 6/10/2022 | AC #700000133, MAY2022 SV | 1,200.00 | 1,200.00 |
| 114050 | 7/6/2022 | 54739 | GARZA, STACY | Scholarship | 7/5/2022 | 2022 YOUTH FOOTBALL SCH | 75.00 | 75.00 |
| 114051 | 7/6/2022 | 45108 | IMPERIAL SPRINKLER SUPPL | 5154310-00 | 6/9/2022 | FERTBEST AMMONIUM SULF. | 3,099.89 | |
| | | | | 5167505-00 | 6/17/2022 | RAINBIRD 1" PLASTIC INLINE | 158.04 | |
| | | | | 5140380-00 | 6/9/2022 | HUNTER 1 1/2" PLASTIC INLIN | 121.98 | |
| | | | | 5156955-00 | 6/10/2022 | JUMBO VALVE BOX | 53.84 | |
| | | | | 5161505-00 | 6/17/2022 | HATMENT RUSH LIFEGUARD | 45.68 | 3,479.43 |
| 114052 | 7/6/2022 | 53801 | INFOSEND, INC. | 215120 | 6/29/2022 | 6/1 ADDTNL POSTAGE DEPO: | 1,402.20 | 1,402.20 |
| 114053 | 7/6/2022 | 54645 | PATTISON, JR., WILLIAM B. | 4 | 5/31/2022 | PE5/31 COACHELLA PUBLIC I | 4,500.00 | 4,500.00 |
| 114054 | 7/6/2022 | 49989 | PAUL ASSOCIATES | 86099 | 6/21/2022 | CITATION ENVELOPES | 1,042.44 | 1,042.44 |
| 114055 | 7/6/2022 | 02028 | PETE'S ROAD SERVICE, INC. | 593882-00 | 6/23/2022 | MOUNT/BALANCE NEW TIRE: | 369.09 | |
| | | | | 591815-00 | 6/8/2022 | FLAT REPAIR | 31.61 | |
| | | | | 594100-00 | 6/16/2022 | FLAT REPAIR | 29.44 | |
| | | | | 591832-00 | 6/8/2022 | FLAT REPAIR | 28.61 | |
| | | | | 593139-00 | 6/13/2022 | FLAT REPAIR | 28.61 | 487.36 |
| 114056 | 7/6/2022 | 42433 | POOL & ELECTRICAL PRODU | 0006117194-001 | 4/6/2022 | PENTAIR PMP WF 1.1HP TEF | 2,414.35 | 2,414.35 |
| 114057 | 7/6/2022 | 42759 | PROPER SOLUTIONS, INC. | 13430 | 6/24/2022 | WE 6/24: ARELLANO+SANCHI | 1,665.00 | 1,665.00 |
| 114058 | 7/6/2022 | 52470 | R & R TOWING | 55865 | 6/3/2022 | 6/3 TOWING: 49506 JACKSON | 362.00 | |
| | | | | 55859 | 5/29/2022 | 5/29 TOWING: 83684 SAN MA | 271.00 | |
| | | | | 55861 | 5/31/2022 | 5/31 TOWING: AVE VERONIC/ | 271.00 | |
| | | | | 55863 | 6/2/2022 | 6/2 TOWING: 51846 TIJSSELI | 271.00 | |
| | | | | 55864 | 6/1/2022 | 6/1 TOWING: VEHICLE RELOC | 213.00 | 1,388.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|----------|--------|--------------------------------------|----------------|-------------------------------------|-------------|------------------|
| 114059 | 7/6/2022 | 54500 | RELIABLE TRANSLATIONS CC22190 | 6/22/2022 | 6/22 CC MTG SVCS | 686.00 | |
| | | | 22169 | 6/17/2022 | 6/17 DOCUMENT TRANSLATI | 167.84 | |
| | | | 22186 | 6/21/2022 | 6/21 PARK & REC MTG SVCS | 147.00 | 1,000.84 |
| 114060 | 7/6/2022 | 48608 | REYES COCA-COLA BOTTLIN#11022212776 | 6/29/2022 | DASANI BOTTLED WATER, PC | 908.40 | 908.40 |
| 114061 | 7/6/2022 | 52991 | S & D CAR WASH MANAGEMEARB138907 | 5/31/2022 | MAY2022 CAR WASH SERVIC | 328.53 | 328.53 |
| 114062 | 7/6/2022 | 35000 | SMART & FINAL | 459600 | 6/30/2022 FRITO LAY, FEBREEZE CAR \ | 190.66 | 190.66 |
| 114063 | 7/6/2022 | 52595 | STAPLES BUSINESS CREDIT | 7357586617-0-1 | 5/25/2022 VARTAN GAMING CHAIR & BC | 424.09 | |
| | | | | 7358297623-0-1 | 6/6/2022 SBG CORK BOARD OAK FRAI | 246.03 | |
| | | | | 7359308772-0-1 | 6/21/2022 CREST CERT HOLDERS, PAR | 138.30 | |
| | | | | 7358297623-0-2 | 6/10/2022 BD CORDLESS LITH HANDVA | 108.74 | |
| | | | | 7358623163-0-1 | 6/10/2022 LRG DESK ORG MESH BLK, F | 70.30 | |
| | | | | 7358522358-0-1 | 6/8/2022 SBG CORK BOARD OAK FRAI | 56.58 | |
| | | | | 7359357909-0-1 | 6/21/2022 INTEROFFICE ENV KRFT, AU | 53.27 | |
| | | | | 7357586617-1-1 | 6/10/2022 BOOKCASE 44IN | -250.11 | |
| | | | | 7357954886-0-1 | 6/1/2022 REMAN HP 61XL/61 BLK COL | 485.30 | 1,332.50 |
| 114064 | 7/6/2022 | 36000 | STATE CONTROLLER'S OFFICFTB-00004721 | 6/10/2022 | 2021 FTB OFFSETS PROGRA | 107.85 | 107.85 |
| 114065 | 7/6/2022 | 54651 | THE REINALT-THOMAS CORP1123295 | 6/14/2022 | TIRES (2) FOR 2008 FORD RA | 240.58 | 240.58 |
| 114066 | 7/6/2022 | 54738 | TORRES, BARBARA | June Svc | 6/1/2022 APPRAISAL FEE- AVE 54 VAC. | 2,450.00 | 2,450.00 |
| 114067 | 7/6/2022 | 39640 | VALLEY LOCK & SAFE | 173469 | 6/15/2022 SVC'D/TRBLSHT RSTRM DOC | 125.00 | 125.00 |
| 114068 | 7/6/2022 | 44775 | VISTA PAINT CORPORATION | 2022-604253-00 | 6/30/2022 COVERALL EXT FLAT WHITE | 195.27 | 195.27 |
| 114069 | 7/6/2022 | 48364 | WEST COAST TURF | INV026971 | 6/16/2022 BULLSEYE SOD | 1,332.19 | |
| | | | | INV026803 | 6/14/2022 BULLSEYE SOD | 1,332.19 | |
| | | | | INV026846 | 6/15/2022 BULLSEYE SOD | 1,065.75 | 3,730.13 |
| 114070 | 7/6/2022 | 54272 | WILLDAN | 00713481 | 11/24/2021 PE10/29 PLANNING SVCS | 1,800.00 | 1,800.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | 34,904.00 |

38 checks in this report.

Grand Total All Checks: 139,149.79

Date: July 6, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -1

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|----------|--------------------------------|---------------|-----------|-----------------------------|-------------|-------------------|
| 786 | 7/6/2022 | 02320 CALPERS | 1000000168376 | 6/14/2022 | #6373819375, JULY2022 HEAL | 100,390.90 | |
| | | | 1000000168508 | 7/1/2022 | #6373819375, UNFUNDED AC | 36,579.00 | |
| | | | 1000000168508 | 7/1/2022 | #6373819375, UNFUNDED AC | 32,261.00 | |
| | | | 1000000168376 | 6/14/2022 | #6373819375, JULY2022 HEAL | 12,378.86 | |
| | | | 1000000168508 | 7/1/2022 | #6373819375, UNFUNDED AC | 725.00 | |
| | | | 1000000168508 | 7/1/2022 | #6373819375, UNFUNDED AC | 590.00 | 182,924.76 |
| 787 | 7/6/2022 | 09800 PERMA | GL 2022-23 | 6/29/2022 | 2022-23 GENERAL LIABILITY I | 344,749.00 | |
| | | | PP 2022-23 | 6/28/2022 | 2022-23 PROPERTY PRGM IN | 247,050.00 | |
| | | | WC 2022-23/1 | 6/28/2022 | 2022-23 WORKERS' COMP DE | 109,211.50 | |
| | | | EPL 2022-23 | 6/28/2022 | 2022-23 EPL COVERAGE PRG | 29,501.00 | |
| | | | APD 2022-23 | 6/28/2022 | 2022-23 AUTO PHYSICAL DAM | 9,586.00 | |
| | | | CL 2022-23 | 6/28/2022 | 2022-23 CYBER LIABILITY PR | 9,262.00 | |
| | | | CC 2022-23 | 7/1/2022 | 2022-23 CRIME COVERAGE P | 3,255.00 | |
| | | | DW 2022-23 | 6/28/2022 | 2022-23 DEADLY WEAPONS F | 644.00 | 753,258.50 |
| 788 | 7/6/2022 | 52471 SPICER CONSULTING GROU | F1087 | 6/27/2022 | FY22/23 ADMIN FOR SPECIAL | 7,613.11 | 7,613.11 |
| 789 | 7/6/2022 | 00384 WILLDAN FINANCIAL SERVIC | E010-51676 | 6/24/2022 | JULY-SEPT2022 ADMIN SVCS | 2,981.03 | 2,981.03 |
| T FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 946,777.40 |

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|----------|--------|---------------------------|---------------|-------------|------------------------------|-------------------|
| 114071 | 7/6/2022 | 48977 | ADT COMMERCIAL | 145806784 | 6/2/2022 | JULY2022 ALARM/EXT SVC PI | 1,166.56 |
| | | | | 145806783 | 6/2/2022 | JL-SP2022 ALARM/EXT SVC F | 318.00 |
| | | | | 145806785 | 6/2/2022 | JULY2022 CELL/EXT SVC PRG | 32.08 |
| | | | | | | | 1,516.64 |
| 114072 | 7/6/2022 | 05900 | CALED | 300003991 | 5/24/2022 | FY22/23 MBRSHP: GABRIEL M | 570.00 |
| | | | | | | | 570.00 |
| 114073 | 7/6/2022 | 48015 | COMPLETE PAPERLESS SOLI | 3587 | 5/31/2022 | 6/28/22-23 LASERFICHE SOFT | 5,902.00 |
| | | | | | | | 5,902.00 |
| 114074 | 7/6/2022 | 44959 | COMPUTER CONSULTANTS, I | 34839 | 7/1/2022 | JUL-DEC2022 OFFSITE CLOU | 3,300.00 |
| | | | | 34840 | 7/1/2022 | JL22-JN23 MNTRNG/REMOTE | 1,188.00 |
| | | | | | | | 4,488.00 |
| 114075 | 7/6/2022 | 42482 | CRWA | 22/23 Mbrshp | 5/4/2022 | JL2022-23 MBRSHP DUES+W | 1,435.00 |
| | | | | | | | 1,435.00 |
| 114076 | 7/6/2022 | 42219 | DELL FINANCIAL SERVICES | 81300829 | 5/17/2022 | FY22/23 PCAAS LEASE (001-9 | 17,626.03 |
| | | | | | | | 17,626.03 |
| 114077 | 7/6/2022 | 48149 | ET WATER SYSTEMS, INC | 39434 | 12/20/2021 | JL2022-25 IRRGTN CTRL RNV | 1,434.00 |
| | | | | 39436 | 12/20/2021 | JL2022-25 IRRGTN CTRL RNV | 1,434.00 |
| | | | | 39372 | 12/1/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39433 | 12/20/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39435 | 12/20/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39437 | 12/20/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39438 | 12/20/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39440 | 12/20/2021 | OT2022-25 IRRGTN CTRL RN' | 717.00 |
| | | | | 39457 | 12/21/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39458 | 12/21/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39459 | 12/21/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39460 | 12/21/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | 39461 | 12/21/2021 | JL2022-25 IRRGTN CTRL RNV | 717.00 |
| | | | | | | | 10,755.00 |
| 114078 | 7/6/2022 | 51579 | METLIFE- GROUP BENEFITS | July2022 | 6/15/2022 | JULY2022 DENTAL/VISION/LIF | 11,677.83 |
| | | | | July2022 | 6/15/2022 | JULY2022 DENTAL/VISION/LIF | 596.01 |
| | | | | | | | 12,273.84 |
| 114079 | 7/6/2022 | 50595 | PACIFIC LIGHTWAVE INC | 22-0995 | 5/18/2022 | JULY-SEP2022 BUSINESS INT | 2,397.00 |
| | | | | | | | 2,397.00 |
| 114080 | 7/6/2022 | 52327 | QUADIENT LEASING USA, INC | N9460579 | 6/18/2022 | JL-OT2022, LSE #N17071771, | 787.14 |
| | | | | N9465964 | 6/23/2022 | JL-OT2022, LSE #N22061758, | 723.39 |
| | | | | | | | 1,510.53 |
| 114081 | 7/6/2022 | 01310 | SCAG | SCAG FY23 005 | 6/21/2022 | FY 2022/23 MEMBERSHIP DUL | 5,665.00 |
| | | | | | | | 5,665.00 |
| 114082 | 7/6/2022 | 35430 | SOUTH COAST A.Q.M.D. | 4007157 | 6/3/2022 | ID 170157, G17559+G40141, E | 937.52 |
| | | | | 4010373 | 6/3/2022 | ID 170157, FY22/23, EMISSION | 151.85 |
| | | | | | | | 1,089.37 |
| 114083 | 7/6/2022 | 45053 | TYLER TECHNOLOGIES, INC. | 045-380168 | 6/1/2022 | FY22/23 MAINTENANCE SUPP | 81,567.27 |
| | | | | | | | 81,567.27 |
| Sub total for WELLS FARGO BANK: | | | | | | | 146,795.68 |

17 checks in this report.

Grand Total All Checks: 1,093,573.08

Date: July 6, 2022



Finance Director: Nathan Statham

apChkLst
07/07/2022 8:42:43AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> |
|--|-------------|---------------|-----------------|-----------------|-----------------------------------|--------------------|--------------------|
| 114084 | 7/7/2022 | 52419 | TAPIA, CLARISSA | 7865 | 7/7/2022 7/7 CATERING @ FIRE DEPT | 1,050.00 | 1,050.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | 1,050.00 |

1 checks in this report.

Grand Total All Checks: 1,050.00

Date: July 7, 2022



Finance Director: Nathan Statham



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Sandy Krause, Human Resources Manager

SUBJECT: Resolution No. 2022-68 Approving Amendments to the Nationwide Financial Services, Inc. 401(a) Money Purchase Retirement Plan

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2022-68 Approving Amendments to the Nationwide Financial Services, Inc. 401(a) Money Purchase Retirement Plan.

BACKGROUND:

The City currently offers a voluntary 457 deferred compensation plan for employees. Employees have the choice of placing their deferred income with either Nationwide or ICMA RC. In November, 2006, the City Council approved a resolution establishing a 401(a) money purchase retirement plan under ICMA RC for management employees. On June 19, 2013, the City Council approved Resolution No. 2013-41 establishing a 401(a) money purchase retirement plan under Nationwide as well.

Periodically, the Internal Revenue Service (IRS) requires plan documents to be updated for recent law changes. Nationwide has notified the City that our plan documents were recently amended due to IRS regulations, and they are requesting that a Resolution adopting these amendments be placed on file with them in order for the Plan to maintain its qualified status. These are non-substantive changes and they do not affect the structure of the City's plan.

ALTERNATIVES:

1. Approve staff's recommendation to adopt Resolution No. 2022-68 Approving Amendments to the Nationwide Financial Services, Inc. 401(a) Money Purchase Retirement Plan.
2. Do not approve staff's recommendation.

FISCAL IMPACT:

None.

Attachments:

Adoption Agreement for Nationwide Governmental 401(a) Money Purchase Plan
Basic Plan Document
Summary of Plan Provisions
Resolution No. 2022-68

RESOLUTION NO. 2022-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING AMENDMENTS TO THE NATIONWIDE FINANCIAL SERVICES, INC. 401(A) MONEY PURCHASE RETIREMENT PLAN

WHEREAS, the City Council adopted Resolution No. 2013-41 approving and establishing a 401(a) money purchase retirement plan with Nationwide Financial Services, Inc. for employees in the Management Compensation Plan; and

WHEREAS, periodically, the Internal Revenue Service requires plan documents to be updated for recent law changes; and

WHEREAS, Nationwide Financial Services, Inc. notified the City that its plan documents were recently amended due to Internal Revenue Service regulations and must now be reviewed and adopted in order for the City's Plan to maintain its qualified status.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. Adopt Resolution No. 2022-68, a Resolution of the City Council of Coachella, California, Approving Amendments to the Nationwide Financial Services, Inc. 401(a) Money Purchase Retirement Plan.

Section 3. Authorize the City Manager or his/her designee to execute the attached Nationwide Financial Services, Inc. 401(a) Money Purchase Retirement Plan Adoption Agreement.

PASSED, APPROVED and ADOPTED this 13th day of July 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. 2022-68 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

**ADOPTION AGREEMENT FOR
DST RETIREMENT SOLUTIONS, LLC
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Coachella

Address: 53990 Enterprise Way

Street

Coachella California 92236
City State Zip

Telephone: 760-398-3502

Taxpayer Identification Number (TIN): 95-6000693

Employer's Fiscal Year ends: June 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. State government or state agency
b. County or county agency
c. Municipality or municipal agency
d. Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. No
b. Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. No
d. Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

City of Coachella Governmental Money Purchase Plan

5. PLAN STATUS

- a. New Plan
b. Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)

1. This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)
Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. January 1, 2013 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. July 1, 2022 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a. the calendar year
b. the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. N/A
d. beginning on _____ (enter month day, year; e.g., July 1, 2020)
and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a. every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
b. the last day of each Plan Year
c. the last day of each Plan Year quarter
d. other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. Employer (use Employer address and telephone number)
b. The Committee appointed by the Employer (use Employer address and telephone number)
c. Other:

Name: _____

Address: _____

Street

City

State

Zip

Telephone: _____

10. TYPE OF PLAN (select one)

- a. Profit Sharing Plan.
b. Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
2. All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. **Employer contributions other than matching** (Questions 24-25)
1. This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
c. **Employer matching contributions** (Questions 26-28)
d. **Mandatory Employee contributions** (Question 30)
e. **After-tax voluntary Employee contributions**
f. **Rollover contributions** (Question 36)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g. **Employer matching contributions**
 h. **Employer contributions other than matching contributions**
 i. **Rollover contributions**
 j. **After-tax voluntary Employee contributions**

ELIGIBILITY REQUIREMENTS

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a. **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. Union Employees (as defined in Plan Section 1.17)
 2. Nonresident aliens (as defined in Plan Section 1.17)
 3. Leased Employees (Plan Section 1.29)
 4. Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 5. Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 6. Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 7. Other: all employees except the City Manager and Directors (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

NOTE: If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
- a. **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
- b. **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. **Age Requirement**
1. No age requirement
 2. Age 20 1/2
 3. Age 21
 4. Age _____ (may not exceed 26)
- d. **Service Requirement**
1. No service requirement
 2. _____ (not to exceed 60) months of service (elapsed time)
 3. 1 Year of Service
 4. _____ (not to exceed 5) Years of Service
 5. _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 6. _____ consecutive months of employment.
 7. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
1. service requirement (may let part-time Eligible Employees into the Plan)
 2. age requirement
 3. waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
 - 1. The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 - 2. The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. date such requirements are met
- b. first day of the month coinciding with or next following the date on which such requirements are met
- c. first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. first day of the Plan Year in which such requirements are met
- g. first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____ (must be definitely determinable)

SERVICE

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a. No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

| | 1. | 2. | 3. |
|--|--------------------------|--------------------------|--------------------------------|
| Other Employer | Eligibility | Vesting | Contribution Allocation |
| c. <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Limitations

- f. The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/19)
- g. The following provisions or limitations apply with respect to the recognition of service with other employers: _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

- a. **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. all purposes (skip to Question 17)
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions
- b. **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
 2. **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
 3. **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distribution and contributions

Such method will apply to:

 - c. all Employees
 - d. Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
 - e. other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

 - f. days worked (10 hours per day)
 - g. weeks worked (45 hours per week)
 - h. semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - i. months worked (190 hours per month)
 - j. bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - k. other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
 4. **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distributions and contributions
- c. **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1. all purposes
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. sharing in allocations or contributions
- d. **Other service crediting provisions:** _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

1. All purposes
2. The following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
- a. N/A (no Employer contributions; skip to Question 19)
 - b. The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |

Vesting for Employer matching contributions

- f. N/A (no Employer matching contributions)
- g. The schedule above will also apply to Employer matching contributions.
- h. 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. Service prior to the computation period in which an Employee has attained age _____.
- c. Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. Death
 e. Total and Permanent Disability
 f. Early Retirement Date
 g. Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. **Specific age.** The date a Participant attains age 60
 b. **Age/participation.** The later of the date a Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced
 c. Other: _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. Age _____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a. date on which the Participant attains "NRA"
 b. first day of the month coinciding with or next following the Participant's "NRA"
 c. first day of the month nearest the Participant's "NRA"
 d. Anniversary Date coinciding with or next following the Participant's "NRA"
 e. Anniversary Date nearest the Participant's "NRA"
 f. Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

- a. N/A (no early retirement provision provided)
 b. Early Retirement Date means the:
 1. date on which a Participant satisfies the early retirement requirements
 2. first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

4. Participant attains age _____
AND, completes.... (leave blank if not applicable)
 a. at least _____ Years (or Periods) of Service for vesting purposes
 b. at least _____ Years (or Periods) of Service for eligibility purposes
 c. Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. Wages, tips and other compensation on Form W-2
 b. Code §3401(a) wages (wages for withholding purposes)
 c. 415 safe harbor compensation

NOTE: Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. the Plan Year
 e. the Fiscal Year coinciding with or ending within the Plan Year
 f. the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. **No adjustments** (skip to Question 23. below)
 h. **Adjustments.** Compensation will be adjusted by (select all that apply):
1. excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 3. excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 4. excluding Military Differential Pay
 5. excluding overtime
 6. excluding bonuses
 7. other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. The defaults listed above apply except for the following (select one or more):
1. Leave cash-outs will be **excluded**
 2. Nonqualified unfunded deferred compensation will be **excluded**
 3. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 4. Other: _____ (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
 c. **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
 d. **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
1. Exclude all post-severance compensation
 2. Regular pay will be **excluded**
 3. Leave cash-outs will be **excluded**
 4. Nonqualified unfunded deferred compensation will be **excluded**
 5. Military Differential Pay will be **included**
 6. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. Other: _____ (must be definitely determinable)

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
 b. **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
1. Each Participant constitutes a separate classification.
 2. Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly

defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification B will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification C will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification D will consist of _____
 The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b. Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c. Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d. One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

c. **Fixed contribution** equal to (only select one):

1. 0 % of each Participant's Compensation for each:

- a. Plan Year
- b. calendar quarter
- c. month
- d. pay period
- e. week

2. \$_____ per Participant.

3. \$_____ per Hour of Service worked while an Eligible Employee

a. up to _____ hours (leave blank if no limit)

4. other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

d. **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1. Sick leave
- 2. Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):

- a. The Former Employee must be at least age _____ (e.g., 55)
- b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
- c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
- d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours

4. **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. The Employee must be at least age _____ (e.g., 55)
 - b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected) **AND**, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)
1. Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 2. Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 3. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 4. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
 5. Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b. the Employer only
- c. both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute _____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

1. A Participant must complete at least _____ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least _____ (not to exceed 3) months of service if the elapsed time method is selected).
2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. Participants will NOT share in the allocations, regardless of service.
4. Participants will share in the allocations, regardless of service.
5. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

6. No service requirement.
7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. A Participant must complete at least _____ Hours of Service during the Plan Year.
9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 - 1. or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. Elective deferrals to a **457 plan**. Enter Plan name(s): CITY OF COACHELLA 457B PLAN
- b. Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. Voluntary Employee Contributions
- d. Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

- e. **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to 0 % (e.g., 50) of the Participant's "matched Employee contributions"
 - 1. that do not exceed 100 % of a Participant's Compensation (leave blank if no limit)
Additional matching contribution (choose 2. if applicable):
 - 2. plus an additional matching contribution of a discretionary percentage determined by the Employer,
 - a. but not to exceed _____ % of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

f. **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

| Tiers of Contributions (indicate \$ or %) | Matching Percentage |
|--|---------------------|
| First _____ | _____ % |
| Next _____ | _____ % |
| Next _____ | _____ % |
| Next _____ | _____ % |

g. **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

| Years (or Periods) of Service | Matching Percentage |
|-------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

- 1. vesting purposes
- 2. eligibility purposes

h. **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1. **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i. **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

| Tiers of Contributions (indicate \$ or %) | Matching Percentage |
|--|---------------------|
| First _____ | _____ % |
| Next _____ | _____ % |
| Next _____ | _____ % |
| Next _____ | _____ % |

- j. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a. N/A (no Plan specific limit on the amount of matching contribution)
 - b. \$ _____.
 - c. _____% of Compensation.

- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- d. the Plan Year (potential annual true-up required)
 - e. each payroll period (no true-up)
 - f. each month (potential monthly true-up required)
 - g. each Plan Year quarter (potential quarterly true-up required)
 - h. each payroll unit (e.g., hour) (no true-up)
 - i. Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.
- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year.**
1. A Participant must complete more than _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 3. Participants will NOT share in the allocations, regardless of service.
 4. Participants will share in the allocations, regardless of service.
 5. Other: _____ (must be definitely determinable)

Conditions for Participants employed on the last day of the Plan Year

6. No service requirement.
7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. A Participant must complete at least _____ Hours of Service during the Plan Year.
9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 1. or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. The Plan Year quarter.
- g. Payroll period.
- h. Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. added to the Employer contribution and allocated in the same manner
- f. used to reduce any Employer contribution
- g. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. The mandatory Employee contribution is a condition of employment.
- b. The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. An Eligible Employee must contribute to the Plan _____% (not to exceed 25%) of Compensation.
- d. An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. **Additional provisions and conditions:** _____ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f. The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS31. **FORM OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. lump-sums
- b. substantially equal installments
- c. partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
- d. partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
1. Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 2. Other: _____ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. annuity: _____ (describe the form of annuity or annuities)
- f. other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

- g. cash only, except for (select all that apply; leave blank if none apply):
1. insurance Contracts
 2. annuity Contracts
 3. Participant loans
 4. all investments in an open brokerage window or similar arrangement
- h. cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
1. _____ (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i. **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j. **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k. **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l. **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:
- A. **Accounts in excess of \$5,000**
- a. Distributions may be made as soon as administratively feasible following severance of employment.
 - b. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
 - c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
 - d. Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
 - e. Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
 - f. No distributions may be made until a Participant has reached Early or Normal Retirement Date.
 - g. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- B. **Accounts of \$5,000 or less**
- h. Same as above
 - i. Distributions may be made as soon as administratively feasible following severance of employment.
 - j. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
 - k. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):
- l. Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?
- NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.
- m. No, Participant consent is required for all distributions.
 - n. Yes, Participant consent is required only if the distribution is over:
 1. \$5,000
 2. \$1,000
 3. \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

 4. If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).
- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.
- o. Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)
- NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.
33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**
Distributions upon the death of a Participant prior to the "required beginning date" will:
- a. be made pursuant to the election of the Participant or "designated Beneficiary"
 - b. begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
 - c. be made within 5 (or if lesser _____) years of death for all Beneficiaries

- d. be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
1. Age. The Participant has reached: (select one)
 - a. Normal Retirement Age
 - b. age 62
 - c. age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
 - d. age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
 2. the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 3. the amounts being distributed have accumulated in the Plan for at least 2 years
 4. other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. – a.3. or a Participant's disability.)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. all Accounts
- c. only from the following Accounts (select one or more):
1. Account attributable to Employer matching contributions
 2. Account attributable to Employer contributions other than matching contributions
 3. Rollover Account
 4. Transfer Account
- Permitted from the following assets attributable to (select one or both):
- a. non-pension assets
 - b. pension assets (e.g., from a Money Purchase Pension Plan)
5. Mandatory Employee Contribution Account
6. Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. N/A (no additional limitations)
- e. Additional limitations (select one or more):
1. The minimum amount of a distribution is \$_____.
 2. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 3. Distributions may only be made from Accounts which are fully Vested.
 4. In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

f. Hardship distributions are permitted from the following Participant Accounts:

1. all Accounts
2. only from the following Accounts (select one or more):
 - a. Account attributable to Employer matching contributions
 - b. Account attributable to Employer contributions other than matching contributions
 - c. Rollover Account (if not available at any time under Question 36)
 - d. Transfer Account (other than amounts attributable to a money purchase pension plan)
 - e. Mandatory Employee Contribution Account
 - f. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

3. N/A (no additional limitations)
4. Additional limitations (select one or more):
- a. The minimum amount of a distribution is \$_____.
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5. Hardship distributions for expenses of Beneficiaries are allowed
- Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
- a. effective as of _____
 - b. eliminated effective as of _____.

MISCELLANEOUS

35. **LOANS TO PARTICIPANTS** (Plan Section 7.4)
- a. New loans are NOT permitted.
 - b. New loans are permitted.
- NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
36. **ROLLOVERS** (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)
- Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
- a. Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 - b. Participants who are Former Employees
- Distributions.** When may distributions be made from a Participant's Rollover Account?
- c. At any time
 - d. Only when the Participant is otherwise entitled to any distribution under the Plan
37. **HEART ACT** (Plan Section 4.11) (select one or more)
- a. **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
 - b. **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, DST Retirement Solutions, LLC will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: DST Retirement Solutions, LLC

Address: PO Box 219325
Kansas City Missouri 64121-9325

Telephone Number: 800-215-8659

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Coachella

By: _____

DATE SIGNED

**APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

A. Special effective dates (leave blank if not applicable):

a. **Special effective date(s):** _____ . For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

B. Other permitted elections (the following elections are optional):

a. **No other permitted elections**

The following elections apply (select one or more):

- b. **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
 - 1. **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
 - a. eligibility purposes
 - b. vesting purposes
 - 2. **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
 - a. all Break-in-Service rules set forth in such Sections.
 - b. only the following: _____ (specify which provisions apply to the Plan)
- d. **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
 - 1. **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
 - a. joint and 100% survivor annuity
 - b. joint and 75% survivor annuity
 - c. joint and 66 2/3% survivor annuity
 - 2. **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
 - a. 100% of a Participant's interest in the Plan.
 - b. _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
 - 1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____
- h. **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

| | Eligibility | Vesting | Contribution Allocation |
|--|-----------------------------|-----------------------------|--------------------------------|
| 1. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |
| 2. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |
| 3. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/> |

4. Employer name: _____ a. b. c.
5. Employer name: _____ a. b. c.
6. Employer name: _____ a. b. c.

Limitations

7. The following provisions or limitations apply with respect to the recognition of prior service: _____ a. b. c.
(e.g., credit service with X only on/following 1/1/19)
- i. **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
 2. **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

 - a. Participants who are Employees as of _____ (enter date).
 - b. Participants in the Plan who have an Hour of Service on or after _____ (enter date).
 - c. Participants (even if not an Employee) in the Plan on or after _____ (enter date).
 - d. Other: _____ (e.g., Participants in division A. Must be definitely determinable.)
- j. **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))
- NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.
- The "required beginning date" for a Participant is:
1. April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
 2. April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. N/A (annuity distributions are not permitted)
 2. Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - b. A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- k. **Other spousal provisions** (select one or more)
1. **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
 2. **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
 3. **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: _____ (must be definitely determinable).
- n. **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provision: _____ (blank if not applicable): _____

- o. **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1. The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
 2. The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____
(specify which provisions apply and/or modified)
- p. **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1. The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 2. N/A (no limitations)
 3. The following elections apply to in-service distributions at age 62 (select one or more):
 - a. The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. In-service distributions may be made subject to the following provisions: ____ (must be definitely determinable and not subject to discretion).
- q. **QLACs.** (Plan Section 6.8(e)(4) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)

- a. Limitations (select one or more):
1. Loans will be treated as Participant directed investments.
 2. Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
 - a. hardship reasons specified in Plan Section 6.12
 - b. financial necessity (as defined in the loan program).
 3. The minimum loan will be \$ 1,000 .
 4. A Participant may only have 1 (e.g., one (1)) loan(s) outstanding at any time.
 5. All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 6. The home loan term will be _____ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
 7. **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Account(s) attributable to Employer matching contributions
 - b. Account attributable to Employer contributions other than matching contributions
 - c. Rollover Account
 - d. Transfer Account
 - e. Other: _____

AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:

 - f. by determining the limits by only considering the restricted accounts.
 - g. by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
1. payroll deduction
 2. ACH (Automated Clearing House)
 3. check
 - a. Only for prepayment
- c. **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1. _____ percentage points over the prime interest rate
 2. _____%
 3. the Administrator establishes the rate at the time the loan is made
- d. **Refinancing.** Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a. Life insurance may not be purchased.
- b. Life insurance may be purchased...
1. at the option of the Administrator
 2. at the option of the Participant

Limitations

3. N/A (no limitations)
4. The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. Each initial Contract will have a minimum face amount of \$_____.
 - b. Each additional Contract will have a minimum face amount of \$_____.
 - c. The Participant has completed _____ Years (or Periods) of Service.
 - d. The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. The Participant is under age _____ on the Contract issue date.
 - f. The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. The maximum face amount of any life insurance Contract will be \$_____.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. No
- b. Yes

Use of Forfeitures

Forfeitures of Employer contributions other than matching contributions will be:

- c. added to the Employer contribution and allocated in the same manner
- d. used to reduce any Employer contribution
- e. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g. N/A. Same as above or no Employer matching contributions.
- h. used to reduce the Employer matching contribution.
- i. used to reduce any Employer contribution.
- j. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

D. Directed investments

- a. Participant directed investments are NOT permitted.
- b. Participant directed investments are permitted from the following Participant Accounts:
 - 1. all Accounts
 - 2. only from the following Accounts (select one or more):
 - a. Account attributable to Employer contributions
 - b. Rollover Account
 - c. Transfer Account
 - d. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. No, Administrator determines in operation which sources will be accepted.
- b. Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. The Plan will accept a direct rollover of a Participant loan
- i. The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
_____ (e.g., only from Participants who were employees of an acquired organization).

- 2. **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):

- a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
- b. a plan described in Code §403(a) (an annuity plan)
- c. a plan described in Code §403(b) (a tax-sheltered annuity)
- d. a governmental plan described in Code §457(b) (eligible deferred compensation plan)

- 3. **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

F. Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a. Do not produce the trust agreement
- b. Complete the following UNLESS not selected: _____ forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

c. **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

- 1. _____
- 2. _____
- 3. Use Employer address/telephone number/email
- 4. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

- d. Individual Trustee(s)
- e. Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): City of Coachella Governmental Money Purchase Plan

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

- g. Select for each individual Trustee (skip to next question)
- h. The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)
 - 1. A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
 - 2. A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
 - 3. The individual Trustee(s) will serve as a discretionary Trustee over the following assets: _____ (may not be selected with 1. or 2.)
 - 4. The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: _____ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i. Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. **Name** Sandy Krause

Title/Email:

- 1. Title Human Resources Manager
- 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
- 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

b. **Name** Nathan Statham

Title/Email:

- 1. Title Trustee
- 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
- 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

c. **Name** _____

Title/Email:

- 1. Title _____
- 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
- 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

d. **Name** _____

Title/Email:

- 1. Title _____
- 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
 4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

e. **Name** _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
 4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

f. **Name** _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
 4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

g. **Name** _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
 4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

h. **Name** _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
 4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

i. **Name** _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
 4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

j. **Name** _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
 4. A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

j. **Individual Trustee Address** (complete if d. selected above)

- 1. Use Employer address/telephone number/email
- 2. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Corporate Trustee Name/Type/Address (complete if e. selected above)

k. Name _____

Address/telephone number/email

- 1. Use Employer address/telephone number/email
- 2. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

- 3. A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5. A discretionary Trustee over the following plan assets over the following assets: _____ (may not be selected with 3. - 4.)
- 6. A nondiscretionary (directed) Trustee over the following plan assets _____ (may not be selected with 3. - 4.)

Signee (optional):

- 7. Name of person signing on behalf of the corporate Trustee _____
- 8. Email address of person signing on behalf of the corporate Trustee _____

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l. **Name** _____

Title:

1. _____

Address/telephone number/email

- 2. Use Employer address/telephone number/email
- 3. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Custodian(s) Name/Address . The Custodian(s) are (*optional*)

m. **Name(s)** _____

Address/telephone number/email

- 1. Use Employer address/telephone number/email
- 2. Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Investment in common, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: (*optional*)

n. _____ (Specify the names of one or more trust funds in which the Plan can invest)

Choice of law

- o. This trust will be governed by the laws of the state of:
 - 1. State in which the Employer's principal office is located
 - 2. State in which the corporate trust _____ is located

3. [] Other _____

FIS BUSINESS SYSTEMS LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS
CITY OF COACHELLA GOVERNMENTAL MONEY PURCHASE PLAN

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.

DST RETIREMENT SOLUTIONS, LLC
NON-STANDARDIZED GOVERNMENTAL 401(a) PRE-APPROVED PLAN

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ARTICLE I DEFINITIONS

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

1.1 "Account" means any separate notational account established and maintained by the Administrator for each Participant under the Plan. To the extent applicable, a Participant may have any (or all) of the following notational Accounts:

- (a) "Combined Account" means the account representing the Participant's total interest under the Plan resulting from Employer contributions. In addition, Forfeitures are part of the Combined Account to the extent they are reallocated.
- (b) "Mandatory Contribution Account" means the account established hereunder to which mandatory Employee contributions made pursuant to Section 4.8 are allocated, to the extent such contributions are not picked-up by the Employer pursuant to Code §414(h). A Participant's Mandatory Contribution Account shall be fully Vested at all times.
- (c) "Rollover Account" means the account established hereunder to which amounts transferred from a qualified plan or individual retirement account in accordance with Section 4.6 are allocated.
- (d) "Transfer Account" means the account established hereunder to which amounts transferred to this Plan from a direct plan-to-plan transfer in accordance with Section 4.7 are allocated.
- (e) "Voluntary Contribution Account" means the account established hereunder to which after-tax voluntary Employee contributions made pursuant to Section 4.9 are allocated.

1.2 "Administrator" means the Employer unless another person, entity or committee has been designated by the Employer pursuant to Section 2.2 to administer the Plan on behalf of the Employer.

1.3 "Adoption Agreement" means the separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan as specified by the Employer.

1.4 "Affiliated Employer" means any entity required to be aggregated with the Employer pursuant to Code §414.

1.5 "Alternate Payee" means an alternate payee pursuant to a qualified domestic relations order that meets the requirements of Code §414(p).

1.6 "Anniversary Date" means the last day of the Plan Year.

1.7 "Annuity Starting Date" means, with respect to any Participant, the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitles the Participant to such benefit.

1.8 "Beneficiary" means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is, or may become, payable upon the Participant's death as identified in records maintained by the Plan, subject to the restrictions of Sections 6.2 and 6.6.

1.9 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time and includes applicable Internal Revenue Service (IRS) guidance.

1.10 "Compensation" means, with respect to any Participant, the amount determined in accordance with the following provisions, except as otherwise provided in the Adoption Agreement.

(a) **Base definition.** One of the following, as elected in the Adoption Agreement:

(1) Information required to be reported under Code §§6041, 6051 and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation means wages, within the meaning of Code §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §§6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages. Compensation means an Employee's wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) 415 safe harbor compensation. Compensation means wages, salaries, Military Differential Pay, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for

personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Regulation §1.62-2(c))), and excluding the following:

- (i) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are excludable from the Employee's gross income, or any distributions from a plan of deferred compensation;
- (ii) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- (iv) Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125), whether or not the contributions are actually excludable from the gross income of the Employee.

(b) **Paid during "determination period."** Compensation shall include only that Compensation which is actually paid to the Participant during the "determination period". Except as otherwise provided in this Plan, the "determination period" is the period elected by the Employer in the Adoption Agreement. If the Employer makes no election, the "determination period" shall be the Plan Year.

(c) **Inclusion of deferrals.** Notwithstanding the above, unless otherwise elected in the Adoption Agreement, Compensation shall include all of the following types of elective contributions and all of the following types of deferred compensation:

- (1) Elective contributions that are made by the Employer on behalf of a Participant that are not includible in gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) and 403(b). If specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.
- (2) Compensation deferred under an eligible deferred compensation plan within the meaning of Code §457(b).
- (3) Employee contributions described in Code §414(h)(2) that are picked-up by the employing unit and thus are treated as Employer contributions.

(d) **Post-severance compensation – Code §415 Regulations.** The Administrator shall adjust Compensation for amounts that would otherwise be included in the definition of Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation, even if payment is made within the time period specified above.

- (1) **Regular pay.** Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of Compensation) if:
 - (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
 - (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.
- (2) **Leave cash-outs.** Compensation shall include leave cash-outs if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.
- (3) **Deferred compensation.** Compensation shall include deferred compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the

payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled.

(e) **Compensation Dollar limitation.** For any Plan Year (or other applicable determination period) Compensation in excess of \$290,000 shall be disregarded for all. The dollar amount shall be adjusted by the Commissioner for increases in the cost-of-living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any "determination period" beginning with or within such calendar year. If a "determination period" consists of fewer than twelve (12) months, the \$290,000 annual Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the "determination period," and the denominator of which is twelve (12). In applying any Plan limitation on the amount of matching contributions, where such limits are expressed as a percentage of Compensation, the Administrator may apply the Compensation limit under this Section annually, even if the matching contribution formula is applied on any time interval which is less than the full Plan Year or the Administrator may pro rate the Compensation limit.

In the case of an "eligible Participant," the dollar limitation under Code §401(a)(17) shall not apply to the extent the amount under the Plan would be reduced below the amount which was allowed to be taken into account under the Plan as in effect on July 1, 1993. For purposes of this provision, an "eligible Participant" is an individual who first became a Participant before the first Plan Year beginning after the earlier of (i) the Plan Year in which the Plan was amended to reflect Code §401(a)(17), or (ii) December 31, 1995.

(f) **Non-eligible Employee.** If, in the Adoption Agreement, the Employer elects to exclude a class of Employees from the Plan, then Compensation for any Employee who becomes eligible or ceases to be eligible to participate during a "determination period" shall only include Compensation while the Employee is an Eligible Employee.

(g) **Amendment.** If, in connection with the adoption of any amendment, the definition of Compensation has been modified, then, except as otherwise provided herein, for Plan Years prior to the Plan Year which includes the adoption date of such amendment, Compensation means compensation determined pursuant to the terms of the Plan then in effect.

(h) **Affiliated Employers.** Affiliated Employers are treated as one Employer for purposes of Compensation. If, however, one or more Affiliated Employers are Participating Employers and the Plan (including the Adoption Agreement or a participation agreement) allocate Employer Contributions separately among the Employees directly employed by a Participating Employer, then, in computing such allocations, Compensation paid by other Participating Employers is excluded Compensation.

1.11 "Contract" or "Policy" means any life insurance policy, retirement income policy, or annuity contract (group or individual) issued by the Insurer. In the event of any conflict between the terms of this Plan and the terms of any contract purchased hereunder, the Plan provisions shall control.

1.12 "Custodian" means a person or entity that has custody of all or any portion of the Plan assets.

1.13 "Directed Trustee" means a Trustee who, with respect to the investment of Plan assets, is subject to the direction of the Administrator, the Employer, a properly appointed Investment Manager, or Plan Participant.

1.14 "Discretionary Trustee" means a Trustee who has the authority and discretion to invest, manage or control any portion of the Plan assets.

1.15 "Early Retirement Date" means the date specified in the Adoption Agreement on which a Participant has satisfied the requirements specified in the Adoption Agreement (Early Retirement Age). If elected in the Adoption Agreement, a Participant shall become fully Vested upon satisfying such requirements if the Participant is still employed at the Early Retirement Age.

A Participant who severs from employment after satisfying any service requirement but before satisfying the age requirement for Early Retirement Age and who thereafter reaches the age requirement contained herein shall be entitled to receive benefits under this Plan (other than any accelerated vesting and allocations of Employer contributions) as though the requirements for Early Retirement Age had been satisfied.

1.16 "Effective Date" means the date this Plan, including any restatement or amendment of this Plan, is effective. Where the Plan is restated or amended, a reference to Effective Date is the effective date of the restatement or amendment, except where the context indicates a reference to an earlier Effective Date. If any provision of this Plan is retroactively effective, the provisions of this Plan generally control. However, if the provision of this Plan is different from the provision of the Employer's prior plan document and, after the retroactive Effective Date of this Plan, the Employer operated in compliance with the provisions of the prior plan, then the provision of such prior plan is incorporated into this Plan for purposes of determining whether the Employer operated the Plan in compliance with its terms, provided operation in compliance with the terms of the prior plan do not violate any qualification requirements under the Code, Regulations, or other IRS guidance.

The Employer may designate special effective dates for individual provisions under the Plan where provided in the Adoption Agreement or under Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). If one or more qualified retirement plans have been merged into this Plan, the provisions of the merging plan(s) will remain in full force and effect until the effective date of the plan merger(s).

1.17 "Eligible Employee" means any Eligible Employee as elected in the Adoption Agreement and as provided herein.

(a) **"Reclassified Employees."** An individual shall not be an Eligible Employee (unless otherwise elected in Appendix A to the Adoption Agreement) if such individual is a "Reclassified Employee." A "Reclassified Employee" is any person the Employer does not treat as a common law employee or as a self-employed individual (including, but not limited to, independent contractors, persons the Employer pays outside of its payroll system and out-sourced workers) for federal income tax withholding purposes under Code §3401(a), irrespective of whether there is a binding determination that the individual is an Employee or a Leased Employee of the Employer. Self-Employed Individuals are not "Reclassified Employees."

(b) **Affiliated Employers.** Employees of an Affiliated Employer will not be treated as Eligible Employees prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

(c) **Union Employees.** If, in the Adoption Agreement, the Employer elects to exclude union employees, then Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining, shall not be eligible to participate in this Plan to the extent of employment covered by such agreement, unless the agreement provides for coverage in the Plan (see Section 4.1(d)). For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service in each respective category are treated separately.

(d) **Nonresident Employees.** If, in the Adoption Agreement, the Employer elects to exclude nonresident aliens, then Employees who are nonresident aliens (within the meaning of Code §7701(b)(1)(B)) who received no earned income (within the meaning of Code §911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code §861(a)(3)) shall not be eligible to participate in this Plan. In addition, this paragraph shall also apply to exclude from participation in the Plan an Employee who is a nonresident alien (within the meaning of Code §7701(b)(1)(B)) but who receives earned income (within the meaning of Code §911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)), if all of the Employee's earned income from the Employer from sources within the United States is exempt from United States income tax under an applicable income tax convention. The preceding sentence will apply only if all Employees described in the preceding sentence are excluded from the Plan.

1.18 "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code §414(n) or (o).

1.19 "Employer" means the governmental entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan. This plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government, and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

1.20 "Fiscal Year" means the Employer's accounting year.

1.21 "Forfeiture" means that portion of a Participant's Account that is not Vested and is disposed of in accordance with the provisions of the Plan.

A Forfeiture will occur on the following, as elected by the Employer in the Adoption Agreement:

- (a) The last day of the Plan Year in which a Participant incurs five (5) consecutive 1-Year Breaks in Service, or
- (b) The distribution of the entire Vested portion of the Participant's Account of a Participant who has severed employment with the Employer. For purposes of this provision, if the Participant has a Vested benefit of zero, then such Participant shall be deemed to have received a distribution of such Vested benefit as of the year in which the severance of employment occurs. For this purpose, a Participant's Vested benefit shall not include: (i) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B), and (ii) the Participant's Rollover Account.
- (c) As soon as reasonably practical after the date a Participant severs employment.

Regardless of the preceding, if a Participant is eligible to share in the allocation of Forfeitures in the year in which the Forfeiture would otherwise occur, then the Forfeiture will not occur until the end of the first Plan Year for which the Participant is not eligible to share in the allocation of Forfeitures. Furthermore, the term "Forfeiture" shall also include amounts deemed to be Forfeitures pursuant to any other provision of this Plan.

1.22 "Former Employee" means an individual who has severed employment with the Employer or an Affiliated Employer.

1.23 "415 Compensation" means, with respect to any Participant, such Participant's (a) Wages, tips and other compensation on Form W-2, (b) Code §3401(a) wages or (c) 415 safe harbor compensation as elected in the Adoption Agreement for purposes of Compensation (and as defined in Subsections 1.10(a)(1)-3 respectively). 415 Compensation shall be based on the full Limitation Year regardless of when participation in the Plan commences. Furthermore, regardless of any election made in the Adoption Agreement, 415 Compensation shall include any elective deferral (as defined in Code §§402(e)(3), 402(k) and 402(h)(1)(B)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code §§125, 457, and 132(f)(4). If the Plan contains pick-up provisions (certain contributions designated as employee contributions, that are then "picked-up" by the Employer), then those pick-up contributions are not includible as Compensation for purposes of IRC §415 & Reg. §1.415-2(d)(2)(i). In addition, Military Differential Pay is treated as 415 Compensation.

(a) **Deemed 125 compensation.** If elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), 415 Compensation shall also include deemed §125 compensation. Deemed §125 compensation is an amount that is excludable under §106 that is not available to a participant in cash in lieu of group health coverage under a §125 arrangement solely because the participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(b) **Post-severance compensation.** The Administrator shall adjust 415 Compensation for amounts that would otherwise be included in the definition of 415 Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Limitation Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** 415 Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of 415 Compensation) if:

(i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cash-outs.** 415 Compensation shall include leave cash-outs if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** 415 Compensation shall include deferred compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** 415 Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** 415 Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee (within the meaning of Code §414(q)) immediately before becoming disabled.

(c) **Back pay.** Back pay, within the meaning of Regulations §1.415(c)-2(g)(8), shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(d) **Dollar limitation.** 415 Compensation will be limited to the same dollar limitations set forth in Section 1.10(e) adjusted in such manner as permitted under Code §415(d).

(e) **Amendment.** Except as otherwise provided herein, if, in connection with the adoption of any amendment, the definition of 415 Compensation has been modified, then for Plan Years prior to the Plan Year which includes the adoption date of such amendment, 415 Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.24 "Hour of Service" means (a) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties during the applicable computation period (these hours will be credited to the Employee for the computation period in which the duties are performed); (b) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, incapacity (including disability), jury duty, lay-off, military duty or leave of absence) during the applicable computation period; (c) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made). The same Hours of Service shall not be credited both under (a) or (b), as the case may be, and under (c).

Notwithstanding (b) above, (1) no more than 501 Hours of Service will be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. Furthermore, for purposes of (b) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Hours of Service will be credited for employment with all Affiliated Employers and for any individual considered to be a Leased Employee pursuant to Code §414(n) or 414(o) and the Regulations thereunder.

Hours of Service will be determined using the actual hours method unless one of the methods below is elected in the Adoption Agreement. If the **actual hours** method is used to determine Hours of Service, an Employee is credited with the actual Hours of Service the Employee completes with the Employer or the number of Hours of Service for which the Employee is paid (or entitled to payment).

If the **days worked** method is elected, an Employee will be credited with ten (10) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the day.

If the **weeks worked** method is elected, an Employee will be credited with forty-five (45) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the week.

If the **semi-monthly payroll periods worked** method is elected, an Employee will be credited with ninety-five (95) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.

If the **months worked** method is elected, an Employee will be credited with one hundred ninety (190) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the month.

If the **bi-weekly payroll periods worked** method is elected, an Employee will be credited with ninety (90) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the bi-weekly payroll period.

1.25 "Insurer" means any legal reserve insurance company which has issued or shall issue one or more Contracts or Policies under the Plan.

1.26 "Investment Manager" means a person or entity which renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or property of the Plan and which is appointed in accordance with Section 2.1(b).

1.27 "Joint and Survivor Annuity" means an immediate annuity for the life of a Participant with a survivor annuity for the life of the Participant's Spouse which is not less than fifty percent (50%), nor more than one hundred percent (100%) of the amount of the annuity payable during the joint lives of the Participant and the Participant's Spouse which can be purchased with the Participant's Vested interest in the Plan reduced by any outstanding loan balances pursuant to Section 7.4.

1.28 "Late Retirement Date" means the date of, or the first day of the month or the Anniversary Date coinciding with or next following, whichever corresponds to the election in the Adoption Agreement for the Normal Retirement Date, a Participant's actual retirement after having reached the Normal Retirement Date.

1.29 "Leased Employee" means any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a non-integrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code §415(c)(3), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's nonhighly compensated workforce.

1.30 "Limitation Year" means the "determination period" used to determine Compensation. However, the Employer may elect a different Limitation Year in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). All qualified plans maintained by the Employer must use the same Limitation Year. Furthermore, unless there is a change to a new Limitation Year, the Limitation Year will be a twelve (12) consecutive month period. In the case of an initial Limitation Year, the Limitation Year will be the twelve (12) consecutive month period ending on the last day of the period specified in the Adoption Agreement. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new "Limitation Year" must begin on a date within the "Limitation Year" in which the amendment is made. The Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

1.31 "Military Differential Pay" means any differential wage payments made to an individual that represents an amount which, when added to the individual's military pay, approximates the amount of Compensation that was paid to the individual while working for the Employer. An individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an Employee of the Employer making the payment.

1.32 "Nonelective Contribution" means the Employer's contributions to the Plan.

1.33 "Normal Retirement Age" means the age elected in the Adoption Agreement at which time a Participant's Account shall be nonforfeitable (if elected in the Adoption Agreement and if the Participant is employed by the Employer on or after that date). For money purchase pension plans, if the employer enforces a mandatory retirement age, then the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement. Upon attaining Normal Retirement Age or the stated age and completion of the required years of service and any other reasonable requirements set forth in the Plan, the Plan will provide for full vesting of an Employee's interest.

1.34 "Normal Retirement Date" means the date elected in the Adoption Agreement.

1.35 "1-Year Break in Service" means, if the Hour of Service method is used, the applicable computation period that is used to determine a Year of Service during which an Employee or Former Employee has not completed more than 500 Hours of Service. However, if the Employer selected, in the Service Crediting Method Section of the Adoption Agreement, to define a Year of Service as less than 1,000 Hours of Service, then the 500 Hours of Service in this definition of 1-Year Break in Service shall be proportionately reduced. Further, solely for the purpose of determining whether an Employee has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed the number of Hours of Service needed to prevent the Employee from incurring a 1-Year Break in Service.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer pursuant to an established policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity leave of absence" means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

If the elapsed time method is elected in the Service Crediting Method Section of the Adoption Agreement, then a "1-Year Break in Service" means a twelve (12) consecutive month period beginning on the severance from service date or any anniversary thereof and ending on the next succeeding anniversary of such date; provided, however, that the Employee or Former Employee does not perform an Hour of Service for the Employer during such twelve (12) consecutive month period.

1.36 "Participant" means any Employee or Former Employee who has satisfied the requirements of Sections 3.1 and 3.2 and entered the Plan and is eligible to accrue benefits under the Plan. In addition, the term "Participant" also includes any individual who was a Participant (as defined in the preceding sentence) and who must continue to be taken into account under a particular provision of the Plan (e.g., because the individual has an Account balance in the Plan).

1.37 "Participant Directed Account" means that portion of a Participant's interest in the Plan with respect to which the Participant has directed the investment in accordance with the Participant Direction Procedures.

1.38 "Participant Direction Procedures" means such instructions, guidelines or policies, the terms of which are incorporated herein, as shall be established pursuant to Section 4.10 and observed by the Administrator and applied and provided to Participants who have Participant Directed Accounts.

1.39 "Participating Employer" means an Employer which, with the consent of the "lead Employer" adopts the Plan pursuant to Section 10.1 or Article XI. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.

1.40 "Period of Service" means the aggregate of all periods of service commencing with an Employee's first day of employment or reemployment with the Employer or an Affiliated Employer and ending on the first day of a Period of Severance, or for benefit accrual purposes, ending on the severance from service date. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee who incurs a Period of Severance of twelve (12) months or less will also receive service-spanning credit by treating any such period as a Period of Service for purposes of eligibility and vesting (but not benefit accrual). For purposes of benefit accrual, a Participant's whole year Periods of Service is equal to the sum of all full and partial periods of service, whether or not such service is continuous or contiguous, expressed in the number of whole years represented by such sum. For this purpose, fractional periods of a year will be expressed in terms of days.

Periods of Service with any Affiliated Employer shall be recognized. Furthermore, Periods of Service with any predecessor employer that maintained this Plan shall be recognized. Periods of Service with any other predecessor employer shall be recognized as elected in the Adoption Agreement.

In determining Periods of Service for purposes of vesting under the Plan, Periods of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

In the event the method of crediting service is amended from the Hour of Service method to the elapsed time method, an Employee will receive credit for a Period of Service consisting of:

- (a) A number of years equal to the number of Years of Service credited to the Employee before the computation period during which the amendment occurs; and
- (b) The greater of (1) the Periods of Service that would be credited to the Employee under the elapsed time method for service during the entire computation period in which the transfer occurs or (2) the service taken into account under the Hour of Service method as of the date of the amendment.

In addition, the Employee will receive credit for service subsequent to the amendment commencing on the day after the last day of the computation period in which the transfer occurs.

1.41 "Period of Severance" means a continuous period of time during which an Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for "maternity or paternity" reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a one year Period of Severance. For purposes of this paragraph, an absence from work for "maternity or paternity" reasons means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

1.42 "Plan" means this instrument (hereinafter referred to as FIS Business Systems LLC Non-Standardized Governmental 401(a) Pre-Approved Plan (Basic Plan Document #03 and the Adoption Agreement) as adopted by the Employer, including all amendments thereto and any appendix which is specifically permitted pursuant to the terms of the Plan.

1.43 "Plan Year" means the Plan's accounting year as specified in the Adoption Agreement. Unless there is a Short Plan Year, the Plan Year will be a twelve-consecutive month period.

1.44 "Pre-Retirement Survivor Annuity" means an immediate annuity for the life of a Participant's Spouse, the payments under which must be equal to the benefit which can be provided with the percentage, as specified in the Adoption Agreement, of the Participant's Vested interest in the Plan as of the date of death. If no election is made in the Adoption Agreement, the percentage shall be equal to fifty percent (50%). Furthermore, if less than one hundred percent (100%) of the Participant's Vested interest in the Plan is used to provide the Pre-Retirement Survivor Annuity, a proportionate share of each of the Participant's Accounts subject to the Pre-Retirement Survivor Annuity shall be used to provide the Pre-Retirement Survivor Annuity.

1.45 "Regulation" means the Income Tax Regulations as promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time.

1.46 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability, regardless of whether such retirement occurs on a Participant's Normal Retirement Date, Early Retirement Date or Late Retirement Date (see Section 6.1).

1.47 "Short Plan Year" means, if specified in the Adoption Agreement or as the result of an amendment, a Plan Year of less than a twelve (12) month period. If there is a Short Plan Year, the following rules shall apply in the administration of this Plan. In determining whether an Employee has completed a Year of Service (or Period of Service if the elapsed time method is used) for benefit accrual purposes in the Short Plan Year, the number of the Hours of Service (or months of service if the elapsed time method is used) required shall be proportionately reduced based on the number of days (or months) in the Short Plan Year.

1.48 "Spouse" means, a spouse as determined under federal tax law. In addition, with respect to benefits or rights not mandated by law, Spouse also includes a spouse as elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

1.49 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated with the Employer (including an Affiliated Employer) or applicable Participating Employer, other than by death, Total and Permanent Disability or retirement.

1.50 "Total and Permanent Disability" means, unless otherwise specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Participant shall be determined by a licensed physician. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for the purposes of this Plan. The determination shall be applied uniformly to all Participants.

1.51 "Trustee" means any person or entity that has agreed to serve as Trustee pursuant to the terms of the Trust agreement, or any successors thereto. The Employer may designate Trustees by business position or title. In addition, unless the context means, or the Plan provides, otherwise, the term "Trustee" shall mean the Insurer if the Plan is fully insured. The Employer has no reliance on the IRS opinion letter with respect to the separate Trust agreement.

1.52 "Trust Fund" means, if the Plan is funded with a trust, the assets of the Plan and Trust as the same shall exist from time to time.

1.53 "Valuation Date" means the date or dates specified in the Adoption Agreement. Regardless of any election to the contrary, for purposes of the determination and allocation of earnings and losses, the Valuation Date shall include the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of Participants' Accounts during the Plan Year, which may include any day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, or any stock exchange used by such agent, are open for business.

1.54 "Vested" means the nonforfeitable portion of any Account maintained on behalf of a Participant.

1.55 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, and during which an Employee has completed at least 1,000 Hours of Service (unless a different number of Hours of Service is specified in the Adoption Agreement).

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service (employment commencement date). Unless otherwise elected in the Service Crediting Method Section of the Adoption Agreement, the succeeding computation periods shall begin on the anniversary of the Employee's employment commencement date. However, unless otherwise elected in the Adoption Agreement, if one (1) Year of Service or less is required as a condition of eligibility, then the computation period after the initial computation period shall shift to the current Plan Year which includes the anniversary of the date on which the Employee first performed an Hour of Service, and subsequent computation periods shall be the Plan Year. If there is a shift to the Plan Year, an Employee who is credited with the number of Hours of Service to be credited with a Year of Service in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two (2) Years of Service for purposes of eligibility to participate.

If two (2) (or more) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) (or more) Years of Service for eligibility purposes upon completing two (2) or more consecutive Years of Service without an intervening 1-Year Break in Service.

For vesting purposes, and all other purposes not specifically addressed in this Section, the computation period shall be the period elected in the Service Crediting Method Section of the Adoption Agreement. If no election is made in the Service Crediting Method Section of the Adoption Agreement, then the computation period shall be the Plan Year.

In determining Years of Service for purposes of vesting under the Plan, Years of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

Years of Service and 1-Year Breaks in Service for eligibility purposes will be measured on the same eligibility computation period. Years of Service and 1-Year Breaks in Service for vesting purposes will be measured on the same vesting computation period.

Years of Service with any Affiliated Employer shall be recognized. Furthermore, Years of Service with any predecessor employer that maintained this Plan shall be recognized. Years of Service with any other employer shall be recognized as elected in the Adoption Agreement.

In the event the method of crediting service is amended from the elapsed time method to the Hour of Service method, an Employee will receive credit for Years of Service equal to:

- (a) The number of Years of Service equal to the number of 1-year Periods of Service credited to the Employee as of the date of the amendment; and
- (b) In the computation period which includes the date of the amendment, a number of Hours of Service (using the Hours of Service equivalency method, if any, elected in the Adoption Agreement) to any fractional part of a year credited to the Employee under this Section as of the date of the amendment.

ARTICLE II ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

- (a) **Appointment of Trustee (or Insurer) and Administrator.** In addition to the general powers and responsibilities otherwise provided for in this Plan, the Employer shall be empowered to appoint and remove one or more Trustees (or Insurers) and Administrators from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. The Employer may appoint counsel, specialists, advisers, agents (including any nonfiduciary agent) and other persons as the Employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan. The Employer may compensate such agents or advisers from the assets of the Plan as fiduciary expenses (but not including any business (settlor) expenses of the Employer), to the extent not paid by the Employer.
- (b) **Appointment of Investment Manager.** Unless prohibited by the terms of the Trust agreement, the Employer may appoint, at its option, one or more Investment Managers, investment advisers, or other agents to provide investment direction to the Trustee (or Insurer) with respect to any or all of the Plan assets. Such appointment shall be given by the Employer in writing in a form acceptable to the Trustee (or Insurer) and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.
- (c) **Indemnity.** To the extent permitted by the Code, and unless otherwise specified in a separate agreement, the Employer will indemnify and hold harmless the Administrator, officers, directors, shareholders, employees, and agents of the Employer; the Plan; the Trustees, Fiduciaries, Participants and Beneficiaries of the Plan, as well as their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as IRS plan disqualifications, and other sanctions or compliance fees) arising out of or relating to the Employer's noncompliance with any of the Plan's terms or requirements; any intentional or negligent act or omission the Employer commits with regard to the Plan; and any omission or provision of incorrect information with regard to the Plan which causes the Plan to fail to satisfy the requirements of a tax-qualified plan. This indemnity provision shall continue to apply to the Employer with respect to the period the entity was maintaining this Plan, even if the Employer ceases to maintain the Plan.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY

The Employer may appoint one or more Administrators. If the Employer does not appoint an Administrator, the Employer will be the Administrator. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written or electronic acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. Upon the resignation or removal of an Administrator, the Employer may designate in writing a successor to this position.

2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If more than one person is appointed as Administrator, then the responsibilities of each Administrator may be specified by the Employer and accepted in writing by each Administrator. If no such delegation is made by the Employer, then the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Employer and the Trustee (or Insurer) in writing of such action and specify the responsibilities of each Administrator. The Trustee (or Insurer) thereafter shall accept and rely upon any documents executed by the appropriate Administrator until such time as the Employer or the Administrators file with the Trustee (or Insurer) a written revocation of such designation.

2.4 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides in its discretion that the applicant is entitled to them. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done based upon uniform principles consistently applied

and shall be consistent with the intent that the Plan continue to be deemed a qualified plan under the terms of Code §401(a). The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan and the powers necessary to carry out such duties as set forth under the terms of the Plan, including, but not limited to, the following:

- (a) the discretion to determine all questions relating to the eligibility of an Employee to participate or remain a Participant hereunder and to receive benefits under the Plan;
- (b) the authority to review and settle all claims against the Plan, including claims where the settlement amount cannot be calculated or is not calculated in accordance with the Plan's benefit formula. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (c) to compute, certify, and direct agents of the Plan respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;
- (d) to authorize and direct the Trustee (or Insurer) with respect to all discretionary or otherwise directed disbursements from the Trust Fund;
- (e) to maintain all necessary records for the administration of the Plan;
- (f) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan that are consistent with the terms hereof;
- (g) to determine the size and type of any Contract to be purchased from any Insurer, and to designate the Insurer from which such Contract shall be purchased;
- (h) to compute and certify to the Employer and to the Trustee (or Insurer) from time to time the sums of money necessary or desirable to be contributed to the Plan;
- (i) to consult with the Employer and agents of the Plan regarding the short and long-term liquidity needs of the Plan;
- (j) to assist Participants regarding their rights, benefits, or elections available under the Plan; and
- (k) to determine the validity of, and take appropriate action with respect to, any "qualified domestic relations order" received by it.

2.5 RECORDS AND REPORTS

The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by applicable law.

2.6 APPOINTMENT OF ADVISERS

The Administrator may appoint counsel, specialists, advisers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) and other persons as the Administrator deems necessary or desirable in connection with the administration of this Plan, including but not limited to agents and advisers to assist with the administration and management of the Plan, and thereby to provide, among such other duties as the Administrator may appoint, assistance with maintaining Plan records and the providing of investment information to the Plan's investment fiduciaries and, if applicable, to Plan Participants.

2.7 INFORMATION FROM EMPLOYER

The Employer shall supply full and timely information to the Administrator on all pertinent facts as the Administrator may require in order to perform its functions hereunder and the Administrator shall advise appropriate agents of the Plan of such of the foregoing facts as may be pertinent to the agent's duties with respect to the Plan. The Administrator may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Plan assets unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of their duties under the Plan, including, but not limited to, fees of accountants, counsel, Investment Managers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) appointed for the purpose of assisting the Administrator or Trustee (or Insurer) in carrying out the instructions of Participants as to the directed investment of their Accounts (if permitted) and other specialists and their agents and other costs of administering the Plan. If liquid assets of the Plan are insufficient to cover the fees of the Trustee (or Insurer) or the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the Trust Fund.

Expenses may be charged to Account. Unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account of an individual Participant a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee.

2.9 MAJORITY ACTIONS

Except where there has been an allocation and delegation of administrative authority pursuant to Section 2.3, if there is more than one Administrator, then they shall act by a majority of their number, but may authorize one or more of them to sign all papers on their behalf.

2.10 CLAIMS PROCEDURES

(a) Non-ERISA provisions. Sections 2.10(a) and (b) apply unless (1) the Administrator has adopted other Plan provisions or other claims procedures that override all or a portion of the provisions set forth in this Plan Section 2.10, or (2) the Employer has elected in the Adoption Agreement to apply all or some of Subsections (c) – (g) below (which are based on provisions of the Employee Retirement Security Act even though ERISA does not apply to this Plan).

Any person who believes that he or she is entitled to a benefit under the Plan shall file with the Administrator a written notice of claim for such benefit within 45 days of such right accruing or shall forever waive entitlement to such benefit. Within 120 days after its receipt of such written notice of claim, the Administrator shall either grant or deny such claim provided, however, any delay on the part of the Administrator in arriving at a decision shall not adversely affect benefits payable under a granted claim. The Administrator may, however, implement claims procedures in addition to those provided in this Plan. The implementation of such procedures shall not be considered a Plan amendment that affects an Employer's reliance on this pre-approved plan.

The Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the persons reviewing a claim shall be based only on such evidence presented to or considered by such persons at the time they made the decision that is the subject of review.

(b) Plan Administrator discretion; court review. The Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the persons reviewing a claim shall be based only on such evidence presented to or considered by such persons at the time they made the decision that is the subject of review.

(c) Initial Claim. Claims for benefits under the Plan may be filed in writing with the Administrator. Written or electronic notice of the disposition of a claim shall be furnished to the claimant within ninety (90) days (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts) after the application is filed, or such period as is required by applicable law or Department of Labor regulation. Any electronic notification shall comply with the standards imposed by Department of Labor Regulation §2520.104b 1(c)(1)(i), (iii) and (iv) or any subsequent guidance. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the claimant can perfect the claim will be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claims review procedure.

(d) Claims review. Any Employee, Former Employee, or Beneficiary of either, who has been denied a benefit by a decision of the Administrator pursuant to Section 2.10 shall be entitled to request the Administrator to give further consideration to the claim by filing with the Administrator a written request. Such request, together with a written statement of the reasons why the claimant believes such claim should be allowed, shall be filed with the Administrator no later than sixty (60) days after receipt of the written notification provided for in this Section 2.10(c). A final decision as to the allowance of the claim shall be made by the Administrator within sixty (60) days (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts) of receipt of the appeal (unless there has been an extension of sixty (60) days (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts) due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts)). Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based. The communication may be written or electronic (provided the electronic communication complies with the standards imposed by Department of Labor Regulation §2520.104b 1(c)(1)(i), (iii) and (iv) or any subsequent guidance). Notwithstanding the preceding, to the extent any of the time periods specified in this Section are amended by law or Department of Labor regulation, then the time frames specified herein shall automatically be changed in accordance with such law or regulation.

(e) Deadline to file claim. To be considered timely under the Plan's claims procedures, a claim must be filed under Sections 2.10(c) or (d) above within one year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based. Knowledge of all facts that the Participant knew or reasonably should have known shall be imputed to the claimant for the purpose of applying this deadline.

(f) Exhaustion of administrative remedies. The exhaustion of the claims procedures is mandatory for resolving every claim and dispute arising under this Plan. As to such claims and disputes: (1) no claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan or under any other provision of law, whether or not statutory, until the claims procedures set forth in Subsections (a) and (b) above have been exhausted in their entirety; and (2) in any such legal

action all explicit and all implicit determinations by the Administrator (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

(g) **Deadline to file action.** No legal action to recover Plan benefits or to enforce or clarify rights under the Plan or under any other provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to this Plan unless the legal action is commenced in the proper forum before the earlier of: (1) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or (2) six (6) months after the claimant has exhausted the claims procedure under this Plan. Knowledge of all facts that the Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for purposes of applying the previously specified periods.

ARTICLE III ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY

An Eligible Employee shall be eligible to participate hereunder on the date such Employee has satisfied the conditions of eligibility, if any, elected in the Adoption Agreement.

3.2 EFFECTIVE DATE OF PARTICIPATION

(a) **General rule.** An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 3.1 shall become a Participant effective as of the date elected in the Adoption Agreement.

(b) **Rehired Employee.** This Subsection only applies to the extent the Employer elects to apply the Break-in-Service rules in Appendix A to the Adoption Agreement. If the Break-in-Service rules do not apply, then a rehired Employee is treated as a new hire. If the Break-in-Service rules do apply, then if an Eligible Employee is not employed on the date determined pursuant to (a) above, but is reemployed before a 1-Year Break in Service has occurred, then such Eligible Employee shall become a Participant on the date of reemployment or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated employment. If such Employee incurs a 1-Year Break in Service, then eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

(c) **Recognition of predecessor service.** Unless specifically provided otherwise in the Adoption Agreement, an Eligible Employee who satisfies the Plan's eligibility requirement conditions by reason of recognition of service with a predecessor employer will become a Participant as of the day the Plan credits service with a predecessor employer or, if later, the date the Employee would have otherwise entered the Plan had the service with the predecessor employer been service with the Employer.

(d) **Noneligible to eligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

(e) **Eligible to noneligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee. However, if such Employee incurs a 1-Year Break in Service, eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5 (if applicable to the Plan).

3.3 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan.

3.4 TERMINATION OF ELIGIBILITY

In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Participant shall continue to vest in the Plan for each Year of Service (or Period of Service, if the elapsed time method is used) completed while an ineligible Employee, until such time as the Participant's Account is forfeited or distributed pursuant to the terms of the Plan. Additionally, the Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund in the same manner as Participants.

3.5 REHIRED EMPLOYEES AND 1-YEAR BREAKS IN SERVICE

(a) **Application of Break-in Service rules.** The Break-in-Service rules set forth in this Section only apply if the Employer elects to apply the Break-in-Service rules in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). If the Employer does not elect to apply the Break-in-Service rules, then rehired Employees are treated as new hires.

(b) **Rehired Participant/immediate re-entry.** If any Former Employee who had been a Participant is reemployed by the Employer, then the Employee shall become a Participant as of the reemployment date, unless the Employee is not an Eligible Employee or unless the Employee does not satisfy the eligibility conditions taking into account prior service to the extent such prior service is not disregarded pursuant to Section 3.5(e) below. If such prior service is disregarded, then the rehired Eligible Employee shall be treated as a new hire.

(c) **Rehired Eligible Employee who satisfied eligibility.** If any Eligible Employee had satisfied the Plan's eligibility requirements but, due to a severance of employment, did not become a Participant, then such Eligible Employee shall become a Participant as of the later of (1) the entry date on which he or she would have entered the Plan had there been no severance of employment, or (2) the date of his or her re-employment. Notwithstanding the preceding, if the rehired Eligible Employee's prior service is disregarded pursuant to Section 3.5(e) below, then the rehired Eligible Employee shall be treated as a new hire.

(d) **Rehired Eligible Employee who had not satisfied eligibility.** If any Eligible Employee who had not satisfied the Plan's eligibility requirements is rehired after severance from employment, then such Eligible Employee shall become a Participant in the Plan in accordance with the eligibility requirements set forth in the Adoption Agreement and the Plan. However, in applying any shift in an eligibility computation period, the Eligible Employee is not treated as a new hire unless prior service is disregarded in accordance with Section 3.5(e) below.

(e) **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions).** If the Employer elects in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to apply the "rule of parity" provisions, then if any Employee is reemployed after five (5) 1-Year Breaks in Service has occurred, Years of Service (or Periods of Service if the elapsed time method is being used) shall include Years of Service (or Periods of Service if the elapsed time method is being used) prior to the 5-Year Break in Service subject to the rules set forth below. The Employer may elect in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to make the provisions of this paragraph applicable for purposes of eligibility and/or vesting.

(1) In the case of a Former Employee who under the Plan does not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, Years of Service (or Periods of Service) before a period of 1-Year Breaks in Service will not be taken into account if the number of consecutive 1-Year Breaks in Service equals or exceeds the greater of (i) five (5) or (ii) the aggregate number of pre-break Years of Service (or Periods of Service). Such aggregate number of Years of Service (or Periods of Service) will not include any Years of Service (or Periods of Service) disregarded under the preceding sentence by reason of prior 1-Year Breaks in Service;

(2) A Former Employee who has not had Years of Service (or Periods of Service) before a 1-Year Break in Service disregarded pursuant to (1) above, shall participate in the Plan as of the date of reemployment, or if later, as of the date the Former Employee would otherwise enter the Plan pursuant to Sections 3.1 and 3.2 taking into account all service not disregarded.

(f) **Vesting after five (5) 1-Year Breaks in Service.** If the Employer elects in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to apply the Break-in-Service rules, then if f. a Participant incurs five (5) consecutive 1-Year Breaks in Service, the Vested portion of such Participant's Account attributable to pre-break service shall not be increased as a result of post-break service. In such case, separate accounts will be maintained as follows:

(1) one account for nonforfeitable benefits attributable to pre-break service; and

(2) one account representing the Participant's Employer-derived Account balance in the Plan attributable to post-break service.

(g) **Waiver of allocation or contribution conditions.** If the Employer elects in the Adoption Agreement to waive allocations or contributions due to retirement (early or normal retirement), then a Participant shall only be entitled to one such waiver. Accordingly, if a Participant retires and allocation or contribution conditions are waived, then the Plan will not waive the allocation or contribution conditions if the Participant is rehired and then retires again.

3.6 ELECTION NOT TO PARTICIPATE

An Employee may, subject to the approval of the Employer, elect voluntarily not to participate in any component of the Plan before the Employee first becomes eligible to participate in any qualified plan (subject to Code §401(a)), or any other plan or arrangement of the employer that is described in Code section 219(g)(5)(A) (whether or not terminated) maintained by the Employer. Such election must be made upon inception of the Plan or such other plan or arrangement or at any time prior to the time the Employee first becomes eligible to participate under any such plan maintained by the Employer. The election not to participate must be irrevocable and communicated to the Employer, in writing, within a reasonable period of time before the date the Employee would have otherwise entered the Plan. Notwithstanding anything in this Section to the contrary, if any prior Plan document of this Plan contained a provision permitting an Employee to make a revocable election not to participate and an Employee made such revocable election not to participate while that prior Plan document was in effect, then such Employee's waiver shall continue to be in effect.

3.7 OMISSION OF ELIGIBLE EMPLOYEE; INCLUSION OF INELIGIBLE EMPLOYEE

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the year has been made and allocated, or any person who should not have been included as a Participant in the Plan is erroneously included, then the Employer may take corrective actions consistent with, the IRS Employee Plans Compliance Resolution System (i.e., Rev. Proc. 2018-52, Rev. Proc. 2019-19, or any subsequent guidance).

ARTICLE IV CONTRIBUTION AND ALLOCATION

4.1 FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

(a) **For a Money Purchase Plan.** All contributions made by the Employer will be made in cash. For each Plan Year, the Employer will contribute to the Plan the following:

- (1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions made by Participants; plus
- (2) On behalf of each Participant eligible to share in allocations, for each year of such Participant's participation in this Plan, the Employer will contribute the amount specified in the Adoption Agreement; plus
- (3) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution.

(b) **For a 401(a) Plan.** For each Plan Year, the Employer will (or may with respect to any discretionary contributions) contribute to the Plan:

- (1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions; plus
- (2) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution; plus
- (3) If elected in the Adoption Agreement, an Employer contribution equal to a specified contribution or a discretionary amount determined each year by the Employer.

(c) **Frozen Plans.** The Employer may designate that the Plan is a frozen Plan at the Contribution Types Section of the Adoption Agreement. As a frozen Plan, the Employer will not make any Employer contributions with respect to Compensation earned after the date the Plan is frozen. In addition, once a Plan is frozen, no additional Employees shall become Participants.

(d) **Union Employees.** Regardless of any provision in this Plan to the contrary, Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining shall be eligible to participate in this Plan to the extent of employment covered by such agreement provided the agreement provides for coverage in the Plan. The benefits, including but not limited to, contributions, allocations and vesting, under this Plan shall be those set forth in the Adoption Agreement. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service and Compensation in each respective category are treated separately for purposes of the Plan.

(e) **Social Security Replacement Plan.** The Employer may elect under the Adoption Agreement to indicate its intention to qualify this Plan as a Social Security Replacement Plan under Code §3121(b)(7)(F). If the Employer makes the election to qualify the Plan as a Social Security Replacement Plan, the Plan will allocate a minimum contribution amount (Employer and Employee Contributions) of seven and one-half percent (7.5%) of Compensation. The Plan will consider each Participant a member of a retirement system that provides benefits comparable to the benefits he or she would have received under Social Security. In the case of part-time, seasonal and temporary Employees, the benefit will be nonforfeitable.

4.2 TIME OF PAYMENT OF EMPLOYER'S CONTRIBUTION

Unless otherwise provided by contract or law, the Employer may make its contribution to the Plan for a particular Plan Year at such time as the Employer, in its sole discretion, determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate to the Administrator the Plan Year for which the Employer is making its contribution.

4.3 ALLOCATION OF CONTRIBUTION, FORFEITURES AND EARNINGS

(a) **Separate accounting.** The Administrator shall establish and maintain an Account in the name of each Participant to which the Administrator shall credit as of each Anniversary Date, or other Valuation Date, all amounts allocated to each such Participant as set forth herein.

(b) **Allocation of contributions.** The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution, if any, for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the Administrator shall allocate any contributions as follows:

(1) **Money Purchase Pension Plan.** For a Money Purchase Plan:

(i) The Employer's contribution shall be allocated to each Participant's Account in the manner set forth in Section 4.1 herein and as specified in the Adoption Agreement.

(ii) Notwithstanding the preceding provisions, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(2) **401(a) Plan.** For a 401(a) Plan (which is a profit sharing plan within the meaning of Code §401(a)):

(i) The Employer's contribution shall be allocated to each Participant's Account in accordance with the allocation method that corresponds with the elections in the Adoption Agreement. The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the allocation shall be made in accordance with the elections in the Adoption Agreement.

(ii) Notwithstanding the preceding provision, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(c) **Gains or losses.** Except as otherwise provided in Section 4.10 with respect to Participant Directed Accounts, as of each Valuation Date, before allocation of any Employer contributions and Forfeitures, any earnings or losses (net appreciation or net depreciation) of the Trust Fund (exclusive of assets segregated for distribution) shall be allocated in accordance with such rules and procedures that are established by the Administrator and that are applied in a uniform and nondiscriminatory manner based upon the investments of the Trust Fund and the Participants' accounts to which the net income is allocated. For purposes of this Section, the term "net income" means the net of any interest, dividends, unrealized appreciation and depreciation, capital gains and losses, and investment expenses of the Trust Fund determined on each Valuation Date. However, Participants' accounts which have been segregated for investment purposes (including any Participant Directed Accounts) will only have the net income earned thereon allocated thereto. Policy dividends or credits will be allocated to the Participant's Account for whose benefit the Policy is held.

Recapture account. The Administrator in its discretion may use a "Recapture Account" to pay non settlor Plan expenses and may allocate funds in the "Recapture Account" (or excess funds therein after payment of Plan expenses) as earnings or as otherwise permitted by applicable law. The Administrator will exercise its discretion in a reasonable, uniform and nondiscriminatory manner. A "Recapture Account" is an account designated to receive amounts which a Plan service provider receives in the form of 12b 1 fees, sub transfer agency fees, shareholder servicing fees or similar amounts (also known as "revenue sharing"), which are received by the service provider from a source other than the Plan and which the service provider may remit to the Plan.

Late trading and market timing settlement. In the event the Plan becomes entitled to a settlement from a mutual fund or other investment relating to late trading, market timing or other activities, the Administrator will allocate the settlement proceeds to Participants and Beneficiaries in accordance with Department of Labor Field Assistance Bulletin 2006-01 or other applicable law.

(d) **Contracts.** Participants' Accounts shall be debited for any insurance or annuity premiums paid, if any, and credited with any dividends or interest received on Contracts.

(e) **Forfeitures.** Forfeitures must be disposed of no later than the last day of the Plan Year following the Plan Year in which the Forfeiture occurs. The Employer may direct the Administrator to use Forfeitures to satisfy any contribution that may be required pursuant to Section 6.10 or to pay any Plan expenses. With respect to a Money Purchase Plan, any remaining Forfeitures will be disposed of in accordance with the elections in the Adoption Agreement. With respect to all other plans, the Employer must direct the Administrator to use any remaining Forfeitures in accordance with any combination of the following methods, including a different method based on the source of such Forfeitures. Forfeitures may be:

(1) Added to any Employer discretionary contribution and allocated in the same manner

(2) Used to reduce any Employer contribution

- (3) Added to any Employer matching contribution and allocated as an additional matching contribution
- (4) Allocated to all Participants in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year

If Forfeitures are allocated to Participants (rather than used to reduce Employer contributions) then the Employer must also direct the Administrator as to which Participants are eligible to share in such allocation.

(f) **Delay in processing transactions.** Notwithstanding anything in this Section to the contrary, all information necessary to properly reflect a given transaction may not be available until after the date specified herein for processing such transaction, in which case the transaction will be reflected when such information is received and processed. Subject to express limits that may be imposed under the Code, the processing of any contribution, distribution or other transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan.

4.4 MAXIMUM ANNUAL ADDITIONS

(a) Calculation of "annual additions."

- (1) If a Participant does not participate in, and has never participated in another qualified plan maintained by the "employer," or a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer," or an individual medical benefit account (as defined in Code §415(l)(2)) maintained by the "employer," or a simplified employee pension (as defined in Code §408(k)) maintained by the "employer" which provides "annual additions," the amount of "annual additions" which may be credited to the Participant's Accounts for any Limitation Year shall not exceed the lesser of the "maximum permissible amount" or any other limitation contained in this Plan. If the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts would cause the "annual additions" for the Limitation Year to exceed the "maximum permissible amount," the amount contributed or allocated will be reduced so that the "annual additions" for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants.
- (2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.
- (3) As soon as is administratively feasible after the end of the Limitation Year, the Administrator shall determine the "maximum permissible amount" for each Participant for such Limitation Year on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) "Annual additions" if a Participant is in more than one plan.

- (1) Except as provided in Subsection (c) below, this Subsection applies if, in addition to this Plan, a Participant is covered under another "employer" maintained qualified defined contribution plan, welfare benefit fund (as defined in Code §419(e)), individual medical benefit account (as defined in Code §415(l)(2)), or simplified employee pension (as defined in Code §408(k)), which provides "annual additions," during any Limitation Year. The "annual additions" which may be credited to a Participant's Accounts under this Plan for any such Limitation Year shall not exceed the "maximum permissible amount" reduced by the "annual additions" credited to a Participant's Accounts under the other plans and welfare benefit funds, individual medical benefit accounts, and simplified employee pensions for the same Limitation Year. If the "annual additions" with respect to the Participant under other defined contribution plans and welfare benefit funds maintained by the "employer" are less than the "maximum permissible amount" and the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts under this Plan would cause the "annual additions" for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the "annual additions" under all such plans and welfare benefit funds for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants. If the "annual additions" with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical benefit accounts and simplified employee pensions in the aggregate are equal to or greater than the "maximum permissible amount," no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.
- (2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.
- (3) As soon as is administratively feasible after the end of the Limitation Year, the Administrator shall determine the "maximum permissible amount" for each Participant for such Limitation Year on the basis of the Participant's actual 415 Compensation for the Limitation Year.

(4) If, pursuant to Section 4.4(b)(2), a Participant's "annual additions" under this Plan and such other plans would result in an "excess amount" for a Limitation Year, the "excess amount" will be deemed to consist of the "annual additions" last allocated, except that "annual additions" attributable to a simplified employee pension will be deemed to have been allocated first, followed by "annual additions" to a welfare benefit fund or individual medical benefit account, and then by "annual additions" to a plan subject to Code §412, regardless of the actual allocation date.

(5) If an "excess amount" was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the "excess amount" attributed to this Plan will be the product of:

- (i) the total "excess amount" allocated as of such date, times
- (ii) the ratio of (A) the "annual additions" allocated to the Participant for the Limitation Year as of such date under this Plan to (B) the total "annual additions" allocated to the Participant for the Limitation Year as of such date under this and all the other qualified defined contribution plans.

(c) **Coverage under another plan.** If the Participant is covered under another qualified defined contribution plan maintained by the "employer," "annual additions" which may be credited to the Participant's Accounts under this Plan for any Limitation Year will be limited in accordance with Section 4.4(b), unless the "employer" provides other limitations in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

(d) **Time when "annual additions" credited.** An "annual addition" is credited to the Account of a Participant for a particular Limitation Year if it is allocated to the Participant's Account under the Plan as of any date within that Limitation Year. However, an amount is not deemed allocated as of any date within a Limitation Year if such allocation is dependent upon participation in the Plan as of any date subsequent to such date.

For purposes of this subparagraph, "employer" contributions are treated as credited to a Participant's Account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or Fiscal Year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(e) **Definitions.** For purposes of this Section, the following terms shall be defined as follows:

(1) **"Annual additions"** means the sum credited to a Participant's Accounts for any Limitation Year of (a) "employer" contributions, (b) Employee contributions (except as provided below), (c) Forfeitures, (d) amounts allocated to an individual medical benefit account, as defined in Code §415(l)(2), which is part of a pension or annuity plan maintained by the "employer," (e) amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer" and (f) allocations under a simplified employee pension. Except, however, the Compensation percentage limitation referred to in paragraph (e)(5)(ii) below shall not apply to: (1) any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service which is otherwise treated as an "annual addition," or (2) any amount otherwise treated as an "annual addition" under Code §415(l)(1).

(i) **Restorative payments.** "Annual additions" for purposes of Code §415 and this Section shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered "annual additions."

(ii) **Other amounts.** "Annual additions" for purposes of Code §415 and this Section shall not include: (A) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (B) Rollover contributions (as described in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (C) Repayments of loans made to a Participant from the Plan; and (D) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) **"Defined contribution dollar limitation"** means \$56,000 (or the amount as adjusted under Code §415(d)).

(3) **"Employer"** means, for purposes of this Section, the Employer that adopts this Plan and all Affiliated Employers.

(4) **"Excess amount"** means the excess of the Participant's "annual additions" for the Limitation Year over the "maximum permissible amount."

(5) "**Maximum permissible amount**" means, except to the extent permitted under this Plan and Code §414(v), the maximum "annual addition" that may be contributed or allocated to a Participant's Accounts under the Plan for any Limitation Year, which shall not exceed the lesser of:

- (i) the "defined contribution dollar limitation," or
- (ii) one hundred percent (100%) of the Participant's 415 Compensation for the Limitation Year.

The 415 Compensation Limitation referred to in (ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §§401(h) or 419A(f)(2)) which is otherwise treated as an "annual addition."

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the "maximum permissible amount" will not exceed the "defined contribution dollar limitation" multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is twelve (12).

(f) **Special rules.**

(1) **Aggregation of plans.** For purposes of applying the limitations of Code §415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the "employer" (or a "predecessor employer") under which the Participant receives "annual additions" (including voluntary employee contribution accounts in a defined benefit plan, mandatory contributions to a defined benefit plan, individual medical benefit accounts under §401(h), key employee accounts under a welfare benefit plan described in §419, and simplified employee pensions under §408(k)) of the employer or a predecessor employer, whether or not terminated, will be treated as one defined contribution plan for purposes of the limitations under §415(c). Where the employer is a member of a controlled group of corporations or commonly controlled trades or businesses, or a member of an affiliated service group, within the meaning of §§414(b), (c) or (m) and §415(g) and (h), the plan must provide that all such employers are treated as a single employer for purposes of the Plan's application of the §415 limitations. Notwithstanding the preceding, multiemployer plans are not aggregated with other multiemployer plans for purposes of §415. For purposes of this Section:

- (i) A former "employer" is a "predecessor employer" with respect to a participant in a plan maintained by an "employer" if the "employer" maintains a plan under which the participant had accrued a benefit while performing services for the former "employer", but only if that benefit is provided under the plan maintained by the "employer". For this purpose, the "formerly affiliated plan" rules in Regulation §1.415(f)-1(b)(2) apply as if the "employer" and "predecessor employer" constituted a single employer under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately prior to the "cessation of affiliation" (and as if they constituted two, unrelated employers under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately after the "cessation of affiliation") and "cessation of affiliation" was the event that gives rise to the "predecessor employer" relationship, such as a transfer of benefits or plan sponsorship.
- (ii) With respect to an "employer" of a Participant, a former entity that antedates the "employer" is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the "employer" constitutes a continuation of all or a portion of the trade or business of the former entity.

(2) **Break-up of an affiliated employer or an affiliated service group.** For purposes of aggregating plans for Code §415, a "formerly affiliated plan" of an "employer" is taken into account for purposes of applying the Code §415 limitations to the "employer," but the "formerly affiliated plan" is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an "employer" is a plan that, immediately prior to the "cessation of affiliation," was actually maintained by one or more of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)), and immediately after the "cessation of affiliation," is not actually maintained by any of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single "employer" under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the "employer" under the employer affiliation rules of Regulation §1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(3) **Mid-year aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Code §415(f) and the Regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code §415 with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no "annual additions" are credited to the Participant's Account after the date on which the plans are required to be aggregated.

4.5 ADJUSTMENT FOR EXCESS ANNUAL ADDITIONS

Notwithstanding any provision of the Plan to the contrary, if the "annual additions" (as defined in Section 4.4) are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2018-52, Rev. Proc. 2019-19, or any superseding guidance.

4.6 ROLLOVERS

(a) **Acceptance of "rollovers" into the Plan.** If elected in the Adoption Agreement and with the consent of the Administrator, the Plan may accept a "rollover," provided the "rollover" will not jeopardize the tax-exempt status of the Plan or create adverse tax consequences for the Employer. The amounts rolled over shall be separately accounted for in a "Participant's Rollover Account." A Participant's Rollover Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees. In addition, for purposes of this Section the term Participant shall also include Former Employees elected in the Adoption Agreement. Regardless of whether new loans are permitted, if the Plan permits rollovers, the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers of loans into this Plan if the terms of such loans meet the requirements of being definite, have a reasonable rate of interest, and/or have a definite repayment period (e.g., an asset purchase acquisition whereby the Employer may choose to accept the rollover of Participant loans from a prior employer in a uniform and nondiscriminatory manner).

(b) **Treatment of "rollovers" under the Plan.** Amounts in a Participant's Rollover Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (c) below. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan.

(c) **Distribution of "rollovers."** At such time as the conditions set forth in the Adoption Agreement have been satisfied, the Administrator, at the election of the Participant, shall direct the distribution of up to the entire amount credited to the Rollover Account maintained on behalf of such Participant. Any distribution of amounts held in a Participant's Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, unless otherwise elected in the Adoption Agreement, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **"Rollovers" maintained in a separate account.** The Administrator may direct that "rollovers" made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

(e) **Limits on accepting "rollovers."** Prior to accepting any "rollovers" to which this Section applies, the Administrator may require the Employee to establish (by providing opinion of counsel or otherwise) that the amounts to be rolled over to this Plan meet the requirements of this Section. The Employer may instruct the Administrator, operationally, to limit the source of "rollover" contributions that may be accepted by the Plan.

(f) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) A "rollover" means: (i) amounts transferred to this Plan directly from another "eligible retirement plan;" (ii) distributions received by an Employee from other "eligible retirement plans" which are eligible for tax-free rollover to an "eligible retirement plan" and which are transferred by the Employee to this Plan within sixty (60) days following receipt thereof; and (iii) any other amounts which are eligible to be rolled over to this Plan pursuant to the Code or any other federally enacted legislation.

(2) An "eligible retirement plan" means an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b) (other than an endowment contract), a qualified trust (an employees' trust described in Code §401(a) which is exempt from tax under Code §501(a)), an annuity plan described in Code §403(a), an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible employer described in Code §457(e)(1)(A), and an annuity contract described in Code §403(b).

(g) **Pre-Participation Rollovers.** If an Eligible Employee makes a Rollover Contribution to the Plan prior to satisfying the Plan's eligibility conditions or prior to reaching his or her Entry Date, then the Administrator will treat the Employee as a limited Participant (as described in Rev. Rul. 96 48). A limited Participant does not share in the Plan's allocation of Employer Contributions nor Forfeitures until the Employee actually becomes a Participant in the Plan.

4.7 PLAN-TO-PLAN TRANSFERS FROM QUALIFIED PLANS

(a) **Transfers into this Plan.** With the consent of the Administrator, amounts may be transferred (within the meaning of Code §414(l)) to this Plan from other tax qualified plans under Code §401(a), provided the plan from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax-exempt status of the Plan or Trust or create adverse tax consequences for the Employer. Prior to accepting any transfers to which this Section applies, the Administrator may require an opinion of counsel that the amounts to be transferred meet the requirements of this Section. The amounts transferred shall be set up in a separate account herein referred to as a "Participant's Transfer Account." Furthermore, for vesting purposes, the Participant's Transfer Account may be treated as a separate "Participant's Account."

(b) **Accounting of transfers.** Amounts in a Participant's Transfer Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (d) below, provided the restrictions of Subsection (c) below and Section 6.16 are satisfied. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination.

(c) **Distribution of plan-to-plan transfer amounts.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary shall be entitled to receive benefits, the Participant's Transfer Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary. Any distribution of amounts held in a Participant's Transfer Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **Segregation.** The Administrator may direct that Employee transfers made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

(e) **Pre-Participation Transfers.** The Administrator has the discretion to accept a Transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions or prior to reaching the Entry Date in a uniform and nondiscretionary manner. If the Plan accepts such a direct transfer of plan assets, then the Administrator will treat the Employee as a limited Participant pursuant to Section 4.6(g).

4.8 MANDATORY EMPLOYEE CONTRIBUTIONS

(a) **Mandatory Employee contributions.** An Employer may elect in the Adoption Agreement to provide for mandatory Employee contributions. If the Employer elects to provide for such contributions, each Participant, will make a mandatory Employee contribution in the amount elected in the Adoption Agreement. Alternatively, the Employer may elect to provide a range of mandatory Employee contribution percentages from which the Participant may choose to contribute. Under this option, the Employee, if required as a condition of employment, must make an irrevocable election to contribute a percentage of his or her Compensation no later than his or her effective date of participation. If not required as a condition of employment, such mandatory Employee contribution election shall be made prior to participation in the Plan. During the period of the Participant's participation in the Plan, the Participant may not revoke the election and receive cash in lieu of the contribution, nor may the Participant change the amount of the mandatory Employee contribution. Amounts attributable to mandatory Employee contributions shall be fully Vested.

(b) **Employer pick-up contribution.** Unless otherwise elected in the Adoption Agreement, the Employer will "pick-up" the mandatory Employee contributions and will pay the mandatory Employee contributions to the Plan as an Employer contribution. This provision is effective only after the Employer provides for the treatment of the mandatory Employee contributions as described in this paragraph, through a person authorized to take such action, and evidenced in writing by minutes of a meeting, resolution, ordinance, or other formal action by the Employer, which will effectuate the "pick-up" provision. Furthermore, as of the date of the "pick-up," Participants are not permitted to opt-out of the "pick-up" or to receive the mandatory Employee contributions directly instead of having them paid to the Plan. Mandatory Employee contributions that are "picked-up" by the Employer are excludible from the Employee's gross income.

4.9 AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS

(a) **After-tax voluntary Employee contributions.** If elected in the Adoption Agreement, each Participant may, in accordance with procedures established by the Administrator, elect to make after-tax voluntary Employee contributions to this Plan. Such contributions must generally be paid to the Trustee (or Insurer) within a reasonable period of time after being received by the Employer. An after-tax voluntary Employee contribution is any contribution made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is separately accounted for under the Plan.

(b) **Full vesting.** The balance in each Participant's Voluntary Contribution Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(c) **Distribution at any time.** A Participant may elect at any time to withdraw after-tax voluntary Employee contributions from such Participant's Voluntary Contribution Account and the actual earnings thereon in a manner which is consistent with and satisfies the provisions of Section 6.5. If the Administrator maintains sub-accounts with respect to after-tax voluntary Employee contributions (and earnings thereon) which were made on or before a specified date, a Participant shall be permitted to designate which sub-account shall be the source for the withdrawal. Forfeitures of Employer contributions shall not occur solely as a result of an Employee's withdrawal of after-tax voluntary Employee contributions.

(d) **Used to provide benefits.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary is entitled to receive benefits, the Participant's Voluntary Contribution Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary.

4.10 PARTICIPANT DIRECTED INVESTMENTS

(a) **Directed investment options allowed.** If permitted by the Administrator and the terms of the Trust, Participants may direct the Trustee (or Insurer) as to the investment of all or a portion of their individual Account balances in accordance with the Plan's procedures. Participants may direct the Trustee (or Insurer), in writing (or in such other form which is acceptable to the Trustee (or Insurer)), to invest their accounts in specific assets, specific funds or other investments permitted under the Plan and the Participant Direction Procedures. That portion of the Account of any Participant that is subject to investment direction of such Participant will be considered a Participant Directed Account.

(b) **Establishment of Participant Direction Procedures.** The Administrator will establish Participant Direction Procedures, to be applied in a uniform manner, setting forth the permissible investment options under this Section, how often changes between investments may be made, and any other limitations and provisions that the Administrator may impose on a Participant's right to direct investments.

(c) **Administrative discretion.** The Administrator may, in its discretion, include or exclude by amendment or other action from the Participant Direction Procedures such instructions, guidelines or policies as it deems necessary or appropriate to ensure proper administration of the Plan, and may interpret the same accordingly.

(d) **Allocation of gains or losses.** As of each Valuation Date, all Participant Directed Accounts shall be charged or credited with the net earnings, gains, losses and expenses as well as any appreciation or depreciation in the market value using publicly listed fair market values when available or appropriate as follows:

(1) to the extent the assets in a Participant Directed Account are accounted for as pooled assets or investments, the allocation of earnings, gains and losses of each Participant's Account shall be based upon the total amount of funds so invested in a manner proportionate to the Participant's share of such pooled investment; and

(2) to the extent the assets in a Participant Directed Account are accounted for as segregated assets, the allocation of earnings, gains on and losses from such assets shall be made on a separate and distinct basis.

(e) **Plan will follow investment directions.** Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. No guarantee is made by the Plan, Employer, Administrator or Trustee (or Insurer) that investment directions will be processed on a daily basis, and no guarantee is made in any respect regarding the processing time of an investment direction. Notwithstanding any other provision of the Plan, the Employer, Administrator or Discretionary Trustee (or Insurer) reserves the right to not value an investment option on any given Valuation Date for any reason deemed appropriate by the Employer, Administrator or Discretionary Trustee (or Insurer). Furthermore, the processing of any investment transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider) or force majeure. The processing date of a transaction will be binding for all purposes of the Plan and considered the applicable Valuation Date for an investment transaction.

(f) **Other documents required by directed investments.** Any information regarding investments available under the Plan, to the extent not required to be described in the Participant Direction Procedures, may be provided to Participants in one or more documents (or in any other form, including, but not limited to, electronic media) which are separate from the Participant Direction Procedures and are not thereby incorporated by reference into this Plan.

4.11 QUALIFIED MILITARY SERVICE

(a) **USERRA.** Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code §414(u). Furthermore, loan repayments may be suspended under this Plan as permitted under Code §414(u)(4).

(b) **Benefit accrual.** If the Employer elects in the Adoption Agreement to apply this Subsection, then effective as of the date specified in the Adoption Agreement, for benefit accrual purposes, the Plan treats an individual who becomes Totally and Permanently disabled while performing "qualified military service" (as defined in Code §414(u)) with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), on the day preceding Total and Permanent Disability and terminated employment on the actual date of death or Total and Permanent Disability.

The Plan will determine the amount of after-tax voluntary Employee contributions of an individual treated as reemployed under this Section for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual after-tax voluntary Employee contributions for the lesser of: (1) the 12-month period of service with the Employer immediately prior to "qualified military service" (as defined in Code §414(u)); or (2) the actual length of continuous service with the Employer.

(c) **Death benefits.** If a Participant dies while performing "qualified military service" (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of "qualified military service" but including vesting credit for such period and any other ancillary life insurance or other survivor benefits) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death.

Moreover, the Plan will credit the Participant's "qualified military service" as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

(d) **Military Differential Pay.** The following applies with respect to Military Differential Pay: (1) an individual receiving Military Differential Pay is treated as an Employee of the Employer making the payment; (2) the Military Differential Pay is treated as 415 Compensation (and Compensation unless otherwise elected in the Adoption Agreement); and (3) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding Plan provisions) by reason of any contribution or benefit which is based on the Military Differential Pay. The Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any matching contributions, attributable to Military Differential Pay.

(e) **Deemed Severance.** Notwithstanding Subsection (b)(1) above, if elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), a Participant who performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than thirty (30) days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not attributable to Employer contributions to a money purchase pension plan. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an after-tax voluntary Employee contribution during the six (6) month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the six (6) month suspension will not apply.

4.12 INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS

For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

Solely for purposes of this Section, a matching contribution is to be considered as being a "Flexible Discretionary Match" contribution unless the Employer has provided a definitely determinable allocation formula for the matching contribution on the Adoption Agreement. In order to be definitely determinable, then the components of the allocation formula described in the preceding sentence must be specified on the Adoption Agreement and cannot themselves be discretionary. Thus, regardless of whether the contribution formula for the matching contribution is fixed or discretionary, the provisions of the preceding paragraph apply unless the amount to be allocated to the Participant for the Plan Year can be determined without any discretion on the part of the Employer.

ARTICLE V VALUATIONS

5.1 VALUATION OF THE TRUST FUND

The Administrator shall direct the Trustee (or Insurer), as of each Valuation Date, to determine the net worth of the assets comprising the Trust Fund as it exists on the Valuation Date. In determining such net worth, the Trustee (or Insurer) shall value the assets comprising the Trust Fund at their fair market value as of the Valuation Date and may deduct all expenses for which the Trustee (or Insurer) has not yet been paid by the Employer or the Trust Fund. The Trustee (or Insurer), when determining the net worth of the assets, may update the value of any shares held in a Participant Directed Account by reference to the number of shares held on behalf of the Participant, priced at the market value as of the Valuation Date.

5.2 METHOD OF VALUATION

Except as otherwise provided in the Trust agreement, in determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Administrator shall direct the Trustee (or Insurer) to value the same at the prices they were last traded on such exchange preceding the close of business on the Valuation Date. If such securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities shall be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the Valuation Date, which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee, the Administrator (if the Trustee is a directed Trustee), or Insurer may appraise such assets itself (assuming it has the appropriate expertise), or in its discretion, employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

ARTICLE VI
DETERMINATION AND DISTRIBUTION OF BENEFITS

6.1 DETERMINATION OF BENEFITS UPON RETIREMENT

Every Participant may terminate employment with the Employer and retire for purposes hereof on the Participant's Normal Retirement Date or Early Retirement Date. However, a Participant may postpone the severance of employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 4.3, shall continue until such Participant's Retirement Date. Upon a Participant's Retirement Date, or if elected in the Adoption Agreement, the attainment of Normal Retirement Date without severance of employment with the Employer (subject to Section 6.11), or as soon thereafter as is practicable, the Administrator shall direct the distribution, at the election of the Participant (unless a distribution is mandatory under the other terms of the Plan), of the Participant's entire Vested interest in the Plan in accordance with Section 6.5.

6.2 DETERMINATION OF BENEFITS UPON DEATH

(a) **100% vesting on death.** Upon the death of a Participant before the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. The Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of the deceased Participant's Vested accounts to the Participant's Beneficiary.

(b) **Distribution upon death.** Upon the death of a Participant, the Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of any remaining Vested amounts credited to the accounts of such deceased Participant to such Participant's Beneficiary.

(c) **Determination of death benefit by Administrator.** The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive.

(d) **Beneficiary designation.** Each Participant must designate a Beneficiary on a form and in such manner as provided by the Administrator.

(e) **Spousal consent to alternative Beneficiary.** This Subsection applies if the Employer has elected in the Adoption Agreement either to apply the Joint and Survivor Annuity rules or to provide that a Participant's Spouse is the Beneficiary unless the Spouse consents to an alternative Beneficiary. Unless otherwise elected in the manner prescribed in Section 6.6, the Beneficiary of the Pre-Retirement Survivor Annuity (or if applicable, the entire death benefit) shall be the Participant's surviving Spouse. Except, however, the Participant may designate a Beneficiary other than the Spouse if:

- (1) the Participant and the Participant's Spouse have validly waived the Pre-Retirement Survivor Annuity in the manner prescribed in Section 6.6, and the Spouse has waived the right to be the Participant's Beneficiary,
- (2) the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no "qualified domestic relations order" as defined in Code §414(p) which provides otherwise),
- (3) the Participant has no Spouse, or
- (4) the Spouse cannot be located.

In such event, the designation of a Beneficiary shall be made on a form satisfactory to the Administrator. A Participant may at any time revoke a designation of a Beneficiary or change a Beneficiary by filing written (or in such other form as permitted by the IRS) notice of such revocation or change with the Administrator. However, the Participant's Spouse must again consent in writing (or in such other form as permitted by the IRS) to any change in Beneficiary unless the original consent acknowledged that the Spouse had the right to limit consent only to a specific Beneficiary and that the Spouse voluntarily elected to relinquish such right.

(f) **Beneficiary if no Beneficiary elected by Participant.** In the event no valid designation of Beneficiary exists, or if the Beneficiary with respect to a portion of a Participant's death benefit is not alive at the time of the Participant's death and no contingent Beneficiary has been designated, then such portion of the death benefit will be paid in the following order of priority, unless the Employer specifies a different order of priority in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), to:

- (1) The Participant's surviving Spouse;
- (2) The Participant's issue, per stirpes;

- (3) The Participant's surviving parents, in equal shares; or
- (4) The Participant's estate.

If the Beneficiary does not predecease the Participant, but dies prior to distribution of the death benefit, the death benefit will be paid to the Beneficiary's "designated Beneficiary" (or if there is no "designated Beneficiary," to the Beneficiary's estate). For purposes of these provisions, and with respect to any Beneficiary designations, adopted children shall be treated as children.

(g) **Divorce revokes spousal Beneficiary designation.** Notwithstanding anything in this Section to the contrary, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) or prohibited by applicable State law, if a Participant has designated the Spouse as a Beneficiary, then a divorce decree that relates to such Spouse shall revoke the Participant's designation of the Spouse as a Beneficiary unless the decree or a "qualified domestic relations order" (within the meaning of Code §414(p)) provides otherwise or a subsequent Beneficiary designation is made.

(h) **Insured death benefit.** If the Plan provides an insured death benefit and a Participant dies before any insurance coverage to which the Participant is entitled under the Plan is effected, the death benefit from such insurance coverage shall be limited to the premium which was or otherwise would have been used for such purpose.

(i) **Plan terms control.** In the event of any conflict between the terms of this Plan and the terms of any Contract issued hereunder, the Plan provisions shall control.

6.3 DETERMINATION OF BENEFITS IN EVENT OF DISABILITY

In the event of a Participant's Total and Permanent Disability prior to the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. In the event of a Participant's Total and Permanent Disability, the Participant's entire Vested interest in the Plan will be distributable and may be distributed in accordance with the provisions of Sections 6.5 and 6.7.

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) **Payment on severance of employment.** If a Participant's employment with the Employer and any Affiliated Employer is severed for any reason other than death, Total and Permanent Disability, or attainment of the Participant's Retirement Date, then such Participant shall be entitled to such benefits as are provided herein.

Distribution of the funds due to a Terminated Participant shall be made on the occurrence of an event which would result in the distribution had the Terminated Participant remained in the employ of the Employer (upon the Participant's death, Total and Permanent Disability, Early or Normal Retirement). However, at the election of the Participant, the Administrator shall direct that the entire Vested portion of the Terminated Participant's Combined Account be payable to such Terminated Participant provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

Regardless of whether distributions in kind are permitted, in the event the amount of the Vested portion of the Terminated Participant's Combined Account equals or exceeds the fair market value of any insurance Contracts, the Administrator may direct the Trustee (or Insurer), when agreed to by the Terminated Participant, to assign, transfer, and set over to such Terminated Participant all Contracts on such Terminated Participant's life in such form or with such endorsements, so that the settlement options and forms of payment are consistent with the provisions of Section 6.5. In the event that the Terminated Participant's Vested portion does not at least equal the fair market value of the Contracts, if any, the Terminated Participant may pay over to the Trustee (or Insurer) the sum needed to make the distribution equal to the value of the Contracts being assigned or transferred, or the Trustee (or Insurer), pursuant to the Participant's election, may borrow the cash value of the Contracts from the Insurer so that the value of the Contracts is equal to the Vested portion of the Terminated Participant's Combined Account and then assign the Contracts to the Terminated Participant.

Notwithstanding the above, unless otherwise elected in the Adoption Agreement, if the value of a Terminated Participant's Vested benefit derived from Employer and Employee contributions does not exceed \$5,000 (or such lower amount as elected in the Adoption Agreement), the Administrator shall direct that the entire Vested benefit be paid to such Participant in a single lump-sum as soon as practical without regard to the consent of the Participant, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. A Participant's Vested benefit shall not include (1) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B) and (2) if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account. If a mandatory distribution is made pursuant to this paragraph and such distribution is greater than \$1,000 and the Participant does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the Participant in a "direct rollover" in accordance with Section 6.14 or to receive the distribution directly, then the Administrator shall transfer such amount to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) designated by the Administrator. However, if the Participant elects to receive or make a "direct rollover" of such amount, then the Administrator shall direct the Trustee (or Insurer) to cause the entire Vested benefit to be paid to such Participant in a single lump sum, or make a "direct rollover" pursuant to Section 6.14, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. The Administrator may establish a procedure as to whether a Participant who fails to make an affirmative election with respect to a mandatory distribution of \$1,000 or less is treated as having made or not made a "direct rollover"

election. For purposes of determining whether the \$1,000 threshold set forth in this paragraph is met, the mandatory distribution includes amounts in a Participant's Rollover Account. For purposes of determining whether the \$5,000 threshold in this paragraph is met, a Participant's Rollover Account is taken into account unless otherwise elected in the Adoption Agreement.

(b) **Vesting schedule.** The Vested portion of any Participant's Account shall be a percentage of such Participant's Account determined on the basis of the Participant's number of Years of Service (or Periods of Service if the elapsed time method is elected) according to the vesting schedule specified in the Adoption Agreement. However, a Participant's entire interest in the Plan shall be non-forfeitable upon the Participant's Normal Retirement Age (if the Participant is employed by the Employer on or after such date). In addition, Employee contributions (voluntary and mandatory) and contributions for sick leave/vacation leave conversions shall be fully Vested.

6.5 DISTRIBUTION OF BENEFITS

(a) **Forms of distributions.** Subject to the Joint and Survivor Annuity requirements in Subsection (e) below (if the Employer elects to apply such provisions), the Administrator, pursuant to the election of the Participant, shall direct the distribution to a Participant or Beneficiary any amount to which the Participant or Beneficiary is entitled under the Plan in one or more of the following methods which are permitted pursuant to the Adoption Agreement.

(1) One lump-sum payment in cash or in property, provided that if a distribution of property is permitted, it shall be limited to property that is specifically allocated and identifiable with respect to such Participant.

(2) Partial withdrawals.

(3) Payments over a period certain in monthly, quarterly, semi-annual, or annual cash installments. The period over which such payment is to be made shall not extend beyond the earlier of the Participant's life expectancy (or the joint life expectancy of the Participant and the Participant's designated Beneficiary). Once payments have begun, a Participant may elect to accelerate the payments (reduce the term and increase payments).

(4) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and the Participant's designated Beneficiary).

(b) **Consent to distributions.** Benefits may not be paid without a Participant's consent if the value of the Participant's Accounts exceed the dollar threshold specified in the Adoption Agreement. If the value of the Participant's Accounts does not exceed such threshold, then the Administrator may only distribute such benefit in a lump-sum. For purposes of this Subsection, the Participant's Accounts shall not include, if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity Contract, shall be made in accordance with the requirements of Section 6.8.

(d) **Annuity Contracts.** All annuity Contracts under this Plan shall be non-transferable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or Spouse shall comply with all of the requirements of this Plan.

(e) **Qualified Joint and Survivor Annuity.**

(1) The provisions of this Subsection (e) apply if the Employer elects to apply the Joint and Survivor Annuity rules in the Adoption Agreement. A Participant who is married on the Annuity Starting Date and who does not die before the Annuity Starting Date shall receive the value of all Plan benefits in the form of a Joint and Survivor Annuity. The Joint and Survivor Annuity is an annuity that commences immediately and shall be equal in value to a single life annuity. Such joint and survivor benefits following the Participant's death shall continue to the Spouse during the Spouse's lifetime at a rate equal to either fifty percent (50%), seventy-five percent (75%) (or, sixty-six and two-thirds percent (66 2/3%)) if the Insurer used to provide the annuity does not offer a joint and seventy-five percent (75%) survivor annuity), or one hundred percent (100%) of the rate at which such benefits were payable to the Participant. Unless otherwise elected in the Adoption Agreement, a joint and fifty percent (50%) survivor annuity shall be considered the designated qualified Joint and Survivor Annuity and the normal form of payment for the purposes of this Plan. However, the Participant may, without spousal consent, elect an alternative Joint and Survivor Annuity, which alternative shall be equal in value to the designated qualified Joint and Survivor Annuity. An unmarried Participant shall receive the value of such Participant's benefit in the form of a life annuity. Such unmarried Participant, however, may elect to waive the life annuity. The election must comply with the provisions of this Section as if it were an election to waive the Joint and Survivor Annuity by a married Participant, but without fulfilling the spousal consent requirement. The Participant may elect to have any annuity provided for in this Section distributed upon the attainment of the "earliest retirement age" under the Plan. The "earliest retirement age" is the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(2) Any election to waive the Joint and Survivor Annuity must be made by the Participant in writing (or in such other form as permitted by the IRS) during the election period and be consented to in writing (or in such other form as permitted

by the IRS) by the Participant's Spouse. If the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if such guardian is the Participant, may give consent. Such election shall designate a Beneficiary (or a form of benefits) that may not be changed without spousal consent (unless the consent of the Spouse expressly permits designations by the Participant without the requirement of further consent by the Spouse). Such Spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances that may be prescribed by Regulations. The election made by the Participant and consented to by such Participant's Spouse may be revoked by the Participant in writing (or in such other form as permitted by the IRS) without the consent of the Spouse at any time during the election period. A revocation of a prior election shall cause the Participant's benefits to be distributed as a Joint and Survivor Annuity. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former Spouse's waiver shall not be binding on a new Spouse.

(3) The election period to waive the Joint and Survivor Annuity shall be the one-hundred eighty (180) day period ending on the Annuity Starting Date.

(4) For purposes of this Section and Section 6.6, Spouse or surviving Spouse means the Spouse or surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or surviving Spouse and a current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a "qualified domestic relations order" as described in Code §414(p).

(5) With regard to the election, except as otherwise provided herein, the Administrator shall, in accordance with Regulation §1.417(a)(3)-1, provide to the Participant no less than thirty (30) days and no more than one-hundred eighty (180) days before the Annuity Starting Date a written (or such other form as permitted by the IRS) explanation of:

- (i) the terms and conditions of the qualified Joint and Survivor Annuity and the "qualified optional survivor annuity" that is payable in lieu of the qualified Joint and Survivor Annuity,
- (ii) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity,
- (iii) the right of the Participant's Spouse to consent to any election to waive the Joint and Survivor Annuity, and
- (iv) the right of the Participant to revoke such election, and the effect of such revocation.

(6) Any distribution provided for in this Section may commence less than thirty (30) days after the notice required by Code §417(a)(3) is given provided the following requirements are satisfied:

- (i) the Administrator clearly informs the Participant that the Participant has a right to a period of thirty (30) days after receiving the notice to consider whether to waive the Joint and Survivor Annuity and to elect (with spousal consent) a form of distribution other than a Joint and Survivor Annuity;
- (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the seven (7) day period that begins the day after the explanation of the Joint and Survivor Annuity is provided to the Participant;
- (iii) the Annuity Starting Date is after the time that the explanation of the Joint and Survivor Annuity is provided to the Participant. However, the Annuity Starting Date may be before the date that any affirmative distribution election is made by the Participant and before the date that the distribution is permitted to commence under (iv) below; and
- (iv) distribution in accordance with the affirmative distribution election does not commence before the expiration of the seven (7) day period that begins the day after the explanation of the Joint and Survivor Annuity is provided to the Participant.

(f) **Qualified Joint and Survivor Annuity but not the normal form.** The provisions of this Section apply if the Employer has elected in the Adoption Agreement to apply the Joint and Survivor Annuity requirement to a Participant, but the Qualified Joint and Survivor Annuity is not the normal form of distribution.

(1) The Joint and Survivor Annuity provisions of Section 6.5(e) shall not apply if a Participant does not elect an annuity form of distribution. Furthermore, Subsection (3) below shall not apply if a Participant elects an annuity form of distribution.

(2) Notwithstanding anything in Sections 6.2 and 6.6 to the contrary, upon the death of a Participant, the automatic form of distribution will be a lump-sum rather than a Qualified Pre-Retirement Survivor Annuity. Furthermore, the Participant's Spouse will be the Beneficiary of the Participant's entire Vested interest in the Plan unless an election is made to waive the Spouse as Beneficiary. The other provisions in Section 6.2 shall be applied by treating the death benefit in this Subsection as though it is a Qualified Pre-Retirement Survivor Annuity.

(3) Except to the extent otherwise provided in this Section, the provisions of Sections 6.2 and 6.5 regarding spousal consent shall be inoperative with respect to this Plan.

(4) The distribution may commence less than thirty (30) days after the notice required under Regulation §1.411(a)-11(c) is given, provided:

(1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and

(2) the Participant, after receiving the notice, affirmatively elects a distribution.

6.6 DISTRIBUTION OF BENEFITS UPON DEATH

(a) **Consent.** If the value of the death benefit derived from Employer and Employee contributions does not exceed \$5,000, the Administrator shall direct the distribution of such amount to the Participant's Beneficiary in a single lump-sum as soon as practicable. If the value exceeds \$5,000, an immediate distribution of the entire amount may be made to the Beneficiary, provided such Beneficiary consents to the distribution.

(b) **Forms of distribution.** Death benefits may be paid to a Participant's Beneficiary in one of the following optional forms of benefits subject to the rules specified in Section 6.8 and the elections made in the Adoption Agreement. Such optional forms of distributions may be elected by the Participant. However, if no optional form of distribution was elected by the Participant prior to death, then the Participant's Beneficiary may elect the form of distribution.

(1) One lump-sum payment in cash or in property that is allocated to the Accounts of the Participant at the time of the distribution.

(2) Partial withdrawals.

(3) Payment in monthly, quarterly, semi-annual, or annual cash installments over a period to be determined by the Participant or the Participant's Beneficiary. In order to provide such installment payments, the Administrator may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity Contract for a term certain (with no life contingencies) providing for such payment. After periodic installments commence, the Beneficiary shall have the right to reduce the period over which such periodic installments shall be made, and the cash amount of such periodic installments shall be adjusted accordingly.

(4) In the form of an annuity over the life expectancy of the Beneficiary.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall comply with the requirements of Section 6.8.

(d) **Payment to a child.** For purposes of this Section, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority.

(e) **Voluntary Contribution Account.** In the event that less than one hundred percent (100%) of a Participant's interest in the Plan is distributed to such Participant's Spouse, the portion of the distribution attributable to the Participant's Voluntary Contribution Account shall be in the same proportion that the Participant's Voluntary Contribution Account bears to the Participant's total interest in the Plan.

(f) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Section 6.8(a)(4).

6.7 TIME OF DISTRIBUTION

Except as limited by Section 6.8, whenever a distribution is to be made, or a series of payments are to commence, the distribution or series of payments may be made or begun as soon as practicable. Notwithstanding anything in the Plan to the contrary, unless a Participant otherwise elects, payments of benefits under the Plan will be begin not later than the later of the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (b) the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant terminates service with the Employer. The failure of a Participant to request a distribution shall be deemed to be an election to defer the commencement of payment of any benefit until the time otherwise permitted under the Plan.

6.8 REQUIRED MINIMUM DISTRIBUTIONS

(a) General rules

- (1) **Effective Date.** Subject to the good faith interpretation standard, the requirements of this Section shall apply to any distribution of a Participant's interest in the Plan and will take precedence over any inconsistent provisions of this Plan.
- (2) **Requirements of Treasury Regulations incorporated.** All distributions required under this Section will be determined and made in accordance with the Regulations under Code §401(a)(9) and the minimum distribution incidental benefit requirement of Code §401(a)(9)(G).
- (3) **Limits on distribution periods.** As of the first "distribution calendar year," distributions to a Participant may only be made in accordance with the selections made in the Form of Distributions Section of the Adoption Agreement. If such distributions are not made in a single-sum, then they may only be made over one of the following periods: (i) the life of the Participant, (ii) the joint lives of the Participant and a "designated Beneficiary," (iii) a period certain not extending beyond the "life expectancy" of the Participant, or (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a "designated Beneficiary."
- (4) **TEFRA Section 242(b)(2) elections.**
 - (i) Notwithstanding the other provisions of this Section, other than the Spouse's right of consent afforded under the Plan, distributions may be made on behalf of any Participant, including a five percent (5%) owner, who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distribution commences):
 - (A) The distribution by the Plan is one which would not have disqualified such Plan under Code §401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.
 - (B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.
 - (C) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.
 - (D) The Participant had accrued a benefit under the Plan as of December 31, 1983.
 - (E) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.
 - (ii) A distribution upon death will not be covered by the transitional rule of this Subsection unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.
 - (iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.
 - (iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code §401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code §401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).
 - (v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation §1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.
- (5) **Good faith interpretation standard.** In applying any provision of this section, the Plan will apply a reasonable good faith interpretation of Code §401(a)(9).

(b) Time and manner of distribution

- (1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date."
- (2) **Death of Participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows as elected in the Distributions Upon Death Section of the Adoption Agreement (or if no election is made, then the Beneficiary may elect either the lifetime method or the five-year method and if the Beneficiary makes no election, the five-year method shall apply):
- (i) **Lifetime method (Spouse).** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," then, except as otherwise provided herein, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
 - (ii) **Lifetime method (non-Spouse).** If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," then, except as provided in Section 6.8(b)(3) below, distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (iii) **Five-year method.** If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death or if otherwise elected pursuant to the Adoption Agreement with respect to a "designated Beneficiary," the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) **Death of Spouse.** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 6.8(b)(2), other than Section 6.8(b)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 6.8(b)(2) and Section 6.8(b)(3), unless Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the Participant's "required beginning date." If Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "required beginning date," as of the first "distribution calendar year" distributions will be made in accordance with Sections 6.8(c) and 6.8(d) and only in a form of distribution provided in Section 6.5 or 6.6, as applicable. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Regulations thereunder.

(c) **Required minimum distributions during Participant's lifetime**

- (1) **Amount of required minimum distribution for each "distribution calendar year."** During the Participant's lifetime, the minimum amount that will be distributed for each "distribution calendar year" is the lesser of the following:
- (i) the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or
 - (ii) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's Spouse, the quotient obtained by dividing the "Participant's account balance" by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the "distribution calendar year."
- (2) **Lifetime required minimum distributions continue through year of Participant's death.** Required minimum distributions will be determined under this Section 6.8(c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(d) **Required minimum distributions after Participant's death**(1) **Death on or after date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as follows:

(A) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," the remaining "life expectancy" of the surviving Spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For "distribution calendar years" after the year of the surviving Spouse's death, the remaining "life expectancy" of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) **No "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) **Death before date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** Except as provided in Section 6.8(b)(3), if the Participant dies before the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as provided in Section 6.8(d)(1).

(ii) **No "designated Beneficiary."** If the Participant dies before the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) **Death of surviving Spouse before distributions to surviving Spouse are required to begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i), this Section 6.8(d)(2) will apply as if the surviving Spouse were the Participant.

(e) **Definitions.** For purposes of this Section, the following definitions apply:

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the "designated Beneficiary" under Code §401(a)(9) and Regulation §1.401(a)(9)-4.

(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year immediately preceding the calendar year which contains the Participant's "required beginning date." For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under Section 6.8(b). The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date." The required minimum distribution for other "distribution calendar years," including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year."

(3) "Life expectancy" means the life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(4) "Participant's account balance" means the Participant's account balance as of the last Valuation Date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account balance as of the dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. For this purpose, the Administrator may exclude contributions that are allocated to the account balance as of dates in the

valuation calendar year after the Valuation Date, but that are not actually made during the valuation calendar year. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

(a) **Reduction for QLACs.** A Participant's account balance is reduced by any QLACs (as defined below). This paragraph applies only to QLACs purchased on or after July 2, 2014.

(b) **Definition of QLAC.** A QLAC is qualifying longevity annuity contract as defined in A-17 of Regulation §1.401(a)(9)-6. Pursuant to such Regulation, a QLAC is an annuity contract that is purchased from an insurance company for a Participant and that, in accordance with the rules of application of paragraph (c) below, satisfies each of the following requirements:

(1) The premiums paid with respect to the contract on a date do not exceed the lesser of the following amounts, determined in accordance with the provisions of paragraph (b) of A-17 of Regulation §1.401(a)(9)-6.

(a) An amount equal to the excess of \$125,000 (as adjusted under paragraph (d)(2) of A-17 of Regulation §1.401(a)(9)-6), over the sum of the premiums paid before that date with respect to the contract, and the premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is purchased for the Participant under the Plan, or any other plan, annuity, or account described in Code §401(a), 403(a), 403(b), or 408 or eligible governmental plan under §457(b).

(b) An amount equal to the excess of 25% of the Participant's account balance under the Plan (including the value of any QLAC held under the Plan for the Participant) as of that date, over the sum of the premiums paid before that date with respect to the contract, and the premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is held or was purchased for the Participant under the Plan.

(2) The contract provides that distributions under the contract must commence not later than a specified annuity starting date that is no later than the first day of the month next following the eighty-fifth (85th) anniversary of the Employee's birth;

(3) The contract provides that, after distributions under the contract commence, those distributions must satisfy the requirements of paragraph (c) of A-17 of Regulation §1.401(a)(9)-6 (other than the requirement that annuity payments commence on or before the required beginning date (RBD));

(4) The contract does not make available any commutation benefit, cash surrender right, or other similar feature except as otherwise permitted under A-17 of Regulation §1.401(a)(9)-6;

(5) No benefits are provided under the contract after the death of the employee other than the benefits described in paragraph (c) of A-17 of Regulation §1.401(a)(9)-6;

(6) Except as otherwise permitted under A-17 of Regulation §1.401(a)(9)-6, when the contract is issued, the contract (or a rider or endorsement with respect to that contract) states that the contract is intended to be a QLAC; and

(7) The contract is not a variable contract under Code §817, an indexed contract, or a similar contract, except to the extent provided by the Commissioner in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(c) **Rules of application relating to premiums.**

(1) **Reliance on representations.** For purposes of the limitation on premiums described in paragraphs (b)(1) and (2) above, unless the Administrator has actual knowledge to the contrary, the Administrator may rely on an Employee's representation (made in writing or such other form as may be prescribed by the Commissioner) of the amount of the premiums described in such paragraphs, but only with respect to premiums that are not paid under a plan, annuity, or contract that is maintained by the Employer or an entity that is treated as a single employer with the Employer under Code §414(b), (c), (m), or (o).

(2) **Consequences of excess premiums.** If an annuity contract fails to be a QLAC solely because a premium for the contract exceeds the limits under paragraph (b)(1)(a) above, then the contract is not a QLAC beginning on the date that premium payment is made unless the excess premium is returned to the non-QLAC portion of the Participant's account in accordance with paragraph (d)(1)(ii)(B) of A-17 of Regulation §1.401(a)(9)-6. If the contract fails to be a QLAC, then the value of the contract may not be disregarded under paragraph (a) above as of the date on which the contract ceases to be a QLAC.

If the excess premium is returned (either in cash or in the form of a contract that is not intended to be a QLAC) to the non-QLAC portion of the Participant's account by the end of the calendar year following

the calendar year in which the excess premium was originally paid, then the contract will not be treated as exceeding the limits under paragraph (b)(1)(a) above at any time, and the value of the contract will not be included in the employee's account balance under paragraph (a) above. If the excess premium (including the fair market value of an annuity contract that is not intended to be a QLAC, if applicable) is returned to the non-QLAC portion of the Participant's account after the last valuation date for the calendar year in which the excess premium was originally paid, then the Participant's account balance for that calendar year must be increased to reflect that excess premium in the same manner as a Participant's account balance is increased under Regulation §1.401(a)(9)-7, A-2 to reflect a rollover received after the last valuation date.

(3) Application of 25-percent limit. For purposes of the 25% limit under paragraph (b)(1)(b) above, a Participant's account balance on the date on which premiums for a contract are paid is the account balance as of the last valuation date preceding the date of the premium payment, adjusted as follows. The account balance is increased for contributions allocated to the account during the period that begins after the valuation date and ends before the date the premium is paid and decreased for distributions made from the account during that period.

(d) Dollar and age limitations subject to adjustments. In the case of calendar years beginning on or after January 1, 2015, the \$125,000 amount under paragraph (b)(1)(a) will be adjusted at the same time and in the same manner as the limits are adjusted under Code §415(d), except that the base period shall be the calendar quarter beginning July 1, 2013, and any increase under this paragraph that is not a multiple of \$10,000 will be rounded to the next lowest multiple of \$10,000. The maximum age set forth in paragraph (b)(2) may be adjusted to reflect changes in mortality, with any such adjusted age to be prescribed by the Commissioner in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin and made available by the Superintendent of Documents.

If a contract fails to be a QLAC because it does not satisfy the dollar limitation in paragraph (b)(1)(a) or the age limitation in paragraph (b)(2), any subsequent adjustment that is made pursuant to this paragraph (d) will not cause the contract to become a QLAC.

(5) "Required beginning date" means, except as otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), with respect to any Participant, April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 or the calendar year in which the Participant retires.

6.9 DISTRIBUTION FOR MINOR OR INCOMPETENT INDIVIDUAL

If, in the opinion of the Administrator, a Participant or Beneficiary entitled to a distribution is not able to care for his her affairs because of a mental condition, a physical condition, or by reason of age in the case of a minor, Administrator shall direct the distribution to the Participant's or Beneficiary's valid power of attorney, court appointed guardian, or any other person authorized under state law to receive the benefit (including a custodian under a Uniform Transfers or Gifts to Minors Act), upon furnishing evidence of such status satisfactory to the Administrator. The Administrator and the Trustee (or Insurer) do not have any liability with respect to payments so made and neither the Administrator nor the Trustee (or Insurer) has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

6.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the later of the Participant's attainment of age 62 or Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). Before treating any Participant as being missing, the Administrator must conduct a reasonable and diligent search for the Participant, using one or more of search methods the Plan Administrator determines are appropriate under the circumstances, such as the methods suggested by DOL Field Assistance Bulletin 2014-01. Such search methods include:

- (1) provide a distribution notice to the lost Participant at the Participant's last known address by certified or registered mail;
- (2) check with the administrator of other employee benefit plans of the Employer that may have more up-to-date information regarding the Participant's whereabouts;
- (3) identify and contact the Participant's Designated Beneficiary;
- (4) use one or more free internet search tools;
- (5) attempt contact via email or telephone, or
- (6) use proprietary internet search tools, commercial locator services, credit reporting agencies, information brokers, or other search methods. Regarding search methods (2) and (3) above, if the Plan Administrator encounters privacy concerns, the Plan Administrator may request that the Employer or other plan fiduciary (under (2)), or the Designated Beneficiary (under (3)), contact the Participant or forward a letter requesting that the Participant contact the Plan Administrator.

In addition, if the Plan provides for mandatory distributions and the amount to be distributed to a Participant or Beneficiary does not exceed \$1,000, then the amount distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture, be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) or use the PBGC Missing Participant Program, or any successor program, at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is

located subsequent to the Forfeiture and prior to the time the Plan has been terminated, such benefit shall be restored, first from Forfeitures, if any, and then from an additional Employer contribution if necessary. Upon Plan termination, the portion of the distributable amount that is an "eligible rollover distribution" as defined in Section 6.14(b)(1) may be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). However, regardless of the preceding, a benefit that is lost by reason of escheat under applicable state law is not treated as a Forfeiture for purposes of this Section nor as an impermissible forfeiture under the Code.

6.11 IN-SERVICE DISTRIBUTION

If elected in the Adoption Agreement, at such time as the conditions set forth in the Adoption Agreement have been satisfied, then the Administrator, at the election of a Participant who has not severed employment with the Employer, shall direct the distribution of up to the entire Vested amount then credited to the Accounts as elected in the Adoption Agreement maintained on behalf of such Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. In the event that the Administrator makes such a distribution, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant to this Section shall be made in a manner consistent with Section 6.5. Furthermore, if an in-service distribution is permitted from more than one account type, the Administrator may determine any ordering of a Participant's in-service distribution from such accounts. The Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions on in-service distributions made pursuant to this Section.

6.12 DISTRIBUTION FOR HARDSHIP

(a) **Hardship events.** If elected in the Adoption Agreement, the Administrator, at the election of the Participant, shall direct the distribution to any Participant in any one Plan Year to an amount necessary to satisfy the Participant's immediate and heavy financial need, determined in accordance with the remaining provisions of this Section. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need. Such distributions may also be made from those Accounts from which such distribution are authorized by the remaining provisions of this Section. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Account from which the distribution is made shall be reduced accordingly. Withdrawal under this Section shall be authorized only if the distribution is for an immediate and heavy financial need. The Administrator will determine whether there is an immediate and heavy financial need based on the facts and circumstances. An immediate and heavy financial need includes, but is not limited to, a distribution for one of the following:

- (1) Expenses for (or necessary to obtain) medical care (as defined in Code §213(d));
- (2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents (as defined in Code §152, and without regard to Code §152(d)(1)(B));
- (4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's Spouse, children, or dependents (as defined in Code §152, and without regard to Code §§152(b)(1), (b)(2), and (d)(1)(B));
- (5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or
- (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(b) **Beneficiary-based distribution.** If elected in the Adoption Agreement, then effective as of the date specified in the Adoption Agreement, a Participant's hardship event includes an immediate and heavy financial need of the Participant's "primary Beneficiary under the Plan," that would constitute a hardship event if it occurred with respect to the Participant's Spouse or dependent as defined under Code §152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this Section, a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan (by the Participant or pursuant to Section 6.2(d)) and has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the Participant's death.

(c) **Other limits and conditions.** If elected in the Adoption Agreement, no distribution shall be made pursuant to this Section from the Participant's Account until such Account has become fully Vested. Furthermore, if a hardship distribution is permitted from more than one Account, the Administrator may determine any ordering of a Participant's hardship distribution from such Accounts.

(d) **Distribution rules apply.** Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

6.13 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All benefits provided to a Participant in this Plan shall be subject to the rights afforded to any Alternate Payee under a "qualified domestic relations order." Furthermore, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) a distribution to an Alternate Payee shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not reached the "earliest retirement age." For the purposes of this Section, "qualified domestic relations order" and "earliest retirement age" shall have the meanings set forth under Code §414(p). For purposes of this Section, however, a distribution that is made pursuant to a domestic relations order which meets the requirements of Code §414(p)(1)(A)(i) will be treated as being made pursuant to a "qualified domestic relations order."

A domestic relations order that otherwise satisfies the requirements for a "qualified domestic relations order" will not fail to be a "qualified domestic relations order": (i) solely because the order is issued after, or revises, another domestic relations order or "qualified domestic relations order"; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death.

6.14 DIRECT ROLLOVERS

(a) **Right to direct rollover.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover." However, if less than the entire amount of the "eligible rollover distribution" is being paid directly to an "eligible retirement plan," then the Administrator may require that the amount paid directly to such plan be at least \$500.

(b) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) **Eligible rollover distribution.** An "eligible rollover distribution" means any distribution described in Code §402(c)(4) and generally includes any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" "designated Beneficiary," or for a specified period of ten (10) years or more; (b) any distribution to the extent such distribution is required under Code §401(a)(9); (c) any hardship distribution; (d) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (e) any loans that are treated as deemed distributions under Code §72(p) which are not also an offset distribution; (f) the costs of life insurance coverage (P.S. 58 costs); (g) any other distributions described in Regulation §1.402(c)-2; and any other distribution reasonably expected to total less than \$200 during a year.

Notwithstanding the above, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax voluntary Employee contributions which are not includible in gross income. However, such portion may be transferred only to:

- (i) a traditional individual retirement account or annuity described in Code §408(a) or (b) (a "traditional IRA")
- (ii) for taxable years beginning after December 31, 2006, a Roth individual account or annuity described in Code §408A (a "Roth IRA"), or
- (iii) a qualified defined contribution plan or an annuity contract described in Code §401(a) or Code §403(b), respectively, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) **Eligible retirement plan.** An "eligible retirement plan" is a "traditional IRA," a "Roth IRA," a qualified trust (an employees' trust) described in Code §401(a) which is exempt from tax under Code §501(a), an annuity plan described in Code §403(a), an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision and which agrees to separately account for amounts transferred into such plan from this Plan, and an annuity contract described in Code §403(b), and for distributions made after December 18, 2015, a SIMPLE IRA to the extent permitted under Code §408(p)(1)(B), that accepts the "distributee's" "eligible rollover distribution." The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is an Alternate Payee. If any portion of an "eligible rollover distribution" is attributable to payments or distributions from a designated Roth account, an "eligible retirement plan" with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a "distributee" who is a non-Spouse designated Beneficiary, (i) the "direct rollover" may be made only to a traditional or Roth individual retirement account or an annuity described in Code §408(b) ("IRA") that is established on behalf of the designated non-Spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11), and (ii) the determination of any required minimum distribution required under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18.

(3) **Distributee.** A "distributee" includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving Spouse and the Employee's or Former Employee's Spouse or former Spouse who is the Alternate Payee, are "distributees" with regard to the interest of the Spouse or former Spouse.

(4) **Direct rollover.** A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

(c) **Participant notice.** A Participant entitled to an "eligible rollover distribution" must receive a written explanation of the right to a "direct rollover," the tax consequences of not making a "direct rollover," and, if applicable, any available special income tax elections. The notice must be provided no less than thirty (30) days and no more than one-hundred eighty (180) days before the Annuity Starting Date. The "direct rollover" notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than \$200.

(d) **Non-Spouse Beneficiary rollover right.** A non-Spouse Beneficiary who is a "designated Beneficiary" under Code §401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion an "eligible rollover distribution" to an IRA the Beneficiary establishes for purposes of receiving the distribution. If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a "designated Beneficiary."

6.15 RESTRICTIONS ON DISTRIBUTION OF ASSETS TRANSFERRED FROM A MONEY PURCHASE PLAN

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's retirement, death, Total and Permanent Disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code §414(l), to this Plan from a money purchase pension plan qualified under Code §401(a) (other than any portion of those assets and liabilities attributable to after-tax voluntary Employee contributions or to a direct or indirect rollover contribution). A Participant may not obtain an in-service distribution with respect to such transferred amounts prior to the earlier of the Participant's Normal Retirement Age or attainment of age 62.

6.16 CORRECTIVE DISTRIBUTIONS

Nothing in this Article shall preclude the Administrator from making a distribution to a Participant, to the extent such distribution is made to correct a qualification defect in accordance with the corrective procedures under the IRS' Employee Plans Compliance Resolution System or any other voluntary compliance programs established by the IRS.

6.17 SERVICE CREDIT PURCHASES

The Administrator, upon Participant request, may direct the transfer of all or a portion of the Participant's Account to a governmental defined benefit plan (as defined in Code §414(d)) in which he or she participates for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)).

6.18 UNCASHED CHECKS

Subject to the provisions of Section 6.10, the Plan Administrator operationally may dispose of an uncashed distribution from the Plan to a lost Participant at the time and in the manner described in this Section). Prior to doing so, the Plan Administrator must make reasonable and diligent efforts to contact the lost Participant, including using such search methods the Plan Administrator determines are appropriate under the circumstances. At the discretion of the Administrator, Plan distributions that remain uncashed, and which the Administrator chooses not to reinvest in the Plan may be: (1) voluntarily remitted to a State unclaimed property department, but no sooner than the appropriate state dormancy period has expired; or (2) deposited for the benefit of the lost Participant either to a: (a) bank account, or (b) individual retirement account if the original distribution was an eligible rollover distribution.

For purposes of this Section 6.18, a distribution is "uncashed" if it remains uncashed by the "cash-by" date on the check or in an accompanying notice, e.g., a date prescribed by the bank or the Plan. This "cash-by" date must be at least forty-five (45) days after the check is issued. If there is no prescribed "cash-by" date, then the amount is considered uncashed if it is not cashed by the check's stale date.

6.19 HEALTH INSURANCE PAYMENTS FOR PUBLIC SAFETY OFFICERS

An "eligible retired public safety officer" may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the "eligible retired public safety officer" otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay "qualified health insurance premiums" as defined in Code §402(l). Any election made under this Plan must conform to the requirements of Code §402(l). A "qualified retired public safety officer" is a public safety officer (as defined in §1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C 3796b(9)(A)) who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a public safety officer with the Employer. "Qualified health insurance premiums" means the premiums for coverage for the "eligible retired public safety officer," his or her Spouse, and dependents (as defined in Code §152), by an accident or health plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE VII TRUSTEE AND CUSTODIAN

7.1 CONFLICT WITH PLAN

In the event of any conflicts between the provisions of this Plan and the Trust agreement, the provisions of this Plan control.

7.2 POWERS AND DUTIES OF CUSTODIAN

Subject to the terms of the Trust agreement, the Employer may appoint a Custodian of the Plan assets. The duties of the Custodian are those set forth in the agreement with the Custodian. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the Employer has appointed a Custodian separate from the Trustee or the context of the Plan indicates otherwise.

7.3 LIFE INSURANCE

(a) **Permitted insurance.** To the extent not prohibited under the terms of the Trust agreement, the Trustee (or Insurer), in accordance with operational procedures of the Administrator, shall ratably apply for, own, and pay all premiums on Contracts on the lives of the Participants or, in the case of a 401(a) Plan, on the life of a member of the Participant's family or on the joint lives of a Participant and a member of the Participant's family. Furthermore, if a Contract is purchased on the joint lives of the Participant and another person and such other person predeceases the Participant, then the Contract may not be maintained under this Plan. Any initial or additional Contract purchased on behalf of a Participant shall have a face amount of not less than \$1,000, an amount set forth in the Administrator's procedures, or the limitation of the Insurer, whichever is greater. If a life insurance Contract is to be purchased for a Participant, then the aggregate premium for ordinary life insurance for each Participant must be less than 50% of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. For purposes of this limitation, ordinary life insurance Contracts are Contracts with both non-decreasing death benefits and non-increasing premiums. If term insurance or universal life insurance is purchased, then the aggregate premium must be 25% or less of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. If both term insurance and ordinary life insurance are purchased, then the premium for term insurance plus one-half of the premium for ordinary life insurance may not in the aggregate exceed 25% of the aggregate Employer contributions and Forfeitures allocated to the Participant's Combined Account. Notwithstanding the preceding, the limitations imposed herein with respect to the purchase of life insurance shall not apply, in the case of a 401(a) Plan, to the portion of the Participant's Account that has accumulated for at least two (2) Plan Years or to the entire Participant's Account if the Participant has been a Participant in the Plan for at least five (5) years. In addition, amounts transferred to this Plan in accordance with Section 4.6(f)(1)(ii) or (iii) and a Participant's Voluntary Contribution Account may be used to purchase Contracts without limitation. Thus, amounts that are not subject to the limitations contained herein may be used to purchase life insurance on any person in whom a Participant has an insurable interest or on the joint lives of a Participant and any person in whom the Participant has an insurable interest, and without regard to the amount of premiums paid to purchase any life insurance hereunder.

(b) **Contract conversion at retirement.** The Administrator must direct the Trustee (or Insurer) to distribute any Contracts to the Participant or convert the entire value of the Contracts at or before retirement into cash or provide for a periodic income so that no portion of such value may be used to continue life insurance protection beyond the Participant's actual retirement date.

(c) **Limitations on purchase.** No life insurance Contracts shall be required to be obtained on an individual's life if, for any reason (other than the nonpayment of premiums) the Insurer will not issue a Contract on such individual's life.

(d) **Proceeds payable to plan.** The Trustee (or Insurer) must be the owner of any life insurance Contract purchased under the terms of this Plan. The Contract must provide that the proceeds will be payable to the Trustee (or Insurer); however, the Trustee (or Insurer) shall be required to pay over all proceeds of the Contract to the Participant's "designated Beneficiary" in accordance with the distribution provisions of Article VI as directed by the Administrator. A Participant's Spouse will be the "designated Beneficiary" pursuant to Section 6.2, unless a qualified election has been made in accordance with Sections 6.5 and 6.6 of the Plan, if applicable. Under no circumstances shall the Trust retain any part of the proceeds that are in excess of the cash surrender value immediately prior to death. However, the Trustee (or Insurer) shall not pay the proceeds in a method that would violate the requirements of the Retirement Equity Act of 1984, as stated in Article VI of the Plan, or Code §401(a)(9) and the Regulations thereunder. In the event of any conflict between the terms of this Plan and the terms of any insurance Contract purchased hereunder, the Plan provisions shall control.

(e) **No responsibility for act of Insurer.** The Employer, the Administrator and the Trustee shall not be responsible for the validity of the provisions under a Contract issued hereunder or for the failure or refusal by the Insurer to provide benefits under such Contract. The Employer, Administrator and the Trustee are also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the Contract or which renders the Contract invalid or unenforceable in whole or in part.

7.4 LOANS TO PARTICIPANTS

(a) **Permitted Loans.** To the extent not prohibited under the terms of the Trust agreement, the Administrator may, in the Administrator's sole discretion, make loans to Participants. If loans are permitted, then the following shall apply: (1) loans shall be made available to all Participants on a reasonably equivalent basis; (2) loans shall bear a reasonable rate of interest; (3) loans shall be adequately secured; and (4) loans shall provide for periodic repayment over a reasonable period of time. Furthermore, no Participant loan shall exceed the Participant's Vested interest in the Plan. For purposes of this Section, the

term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees.

(b) **Loan program.** The Administrator shall be authorized to establish a Participant loan program to provide for loans under the Plan. In order for the Administrator to implement such loan program, a separate written document forming a part of this Plan must be adopted, which document shall specifically include, but need not be limited to, the following:

- (1) the identity of the person or positions authorized to administer the Participant loan program;
- (2) a procedure for applying for loans;
- (3) the basis on which loans will be approved or denied;
- (4) limitations, if any, on the types and amounts of loans offered;
- (5) the procedure under the program for determining a reasonable rate of interest;
- (6) the types of collateral which may secure a Participant loan; and
- (7) the events constituting default and the steps that will be taken to preserve Plan assets in the event such default.

(c) **Loan default.** Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section that is secured by the Participant's interest in the Plan, then a Participant's interest may be offset by the amount subject to the security to the extent there is a distributable event permitted by the Code or Regulations. Notwithstanding anything in the Plan's loan policy to the contrary, if a loan is accelerated due to a Participant's termination of employment, then the Plan may direct that the loan note be transferred or directly rolled over to another plan that will accept the transfer or rollover of the note.

(d) **Loans subject to Plan terms.** Notwithstanding anything in this Section to the contrary, if this is an amendment and restatement of an existing Plan, any loans made prior to the date this amendment and restatement is adopted shall be subject to the terms of the Plan in effect at the time such loan was made.

7.5 PLAN TO PLAN TRANSFERS

Notwithstanding any other provision contained in this Plan and to the extent not prohibited under the terms of the Trust agreement, the Administrator may direct the Trustee to transfer the interest, if any, of a Participant to another trust forming part of a pension, profit sharing, or stock bonus plan that meets the requirements of Code §401(a), provided that the trust to which such transfers are made permits the transfer to be made and further provided that the terms of the transferee plan properly allocates the funds in each account to a transferee account that preserves all the required features and restrictions applicable to such account under this Plan. However, the transfer of amounts from this Plan to a nonqualified foreign trust is treated as a distribution and the transfer of assets and liabilities from this Plan to a plan that satisfies Section 1165 of the Puerto Rico Code is also treated as distribution from the transferor plan.

ARTICLE VIII AMENDMENT, TERMINATION AND MERGERS

8.1 AMENDMENT

(a) **General rule on Employer amendment.** The Employer shall have the right at any time to amend this Plan subject to the limitations of this Section. However, any amendment that affects the rights, duties or responsibilities of the Trustee (or Insurer) or Administrator may only be made with the Trustee's (or Insurer's) or Administrator's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee (or Insurer) shall not be required to execute any such amendment unless the amendment affects the duties of the Trustee (or Insurer) hereunder.

(b) **Permissible amendments.** The Employer amend the Plan to accomplish any of the following items without affecting reliance on the opinion letter: (1) change the choice of options in the Adoption Agreement or Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), (2) add certain sample or model amendments published by the Internal Revenue Service or other required good-faith amendments where the IRS has provided that their adoption will not cause the Plan to be treated as an individually designed plan, (3) add a list of any protected benefits" which must be preserved, (4) adjust the limitations under Code §§415, 402(g), 401(a)(17) and 414(q)(1)(B) to reflect annual cost-of-living increases, and (5) change the pre-approved plan Provider's name. "Provider" pursuant to this Section 8 means the entity that contracts with the mass submitter to provide the Basic Plan Document and Adoption Agreement for use by the Employer or, in the alternative, the mass submitter that provides such documents directly to its clients. An Employer that amends the Plan for any other reason, including a waiver of the minimum funding requirement under Code §412(c), will no longer participate in this pre-approved plan and this Plan will be considered to be an individually designed plan for purposes of reliance. A Plan amendment does not include an amendment or substitution of the Trust.

(c) **Provider amendments.** The Employer (and every Participating Employer) expressly delegates authority to the Provider, the right to amend the Plan by submitting a copy of the amendment to each Employer (and Participating Employer) who has adopted this pre-approved plan, after first having received a ruling or favorable determination from the Internal Revenue

Service that the pre-approved Plan as amended qualifies under Code §401(a) (unless a ruling or determination is not required by the IRS). The Provider will amend the Plan Documents from time to time in accordance with this Section 8.1(c). For purposes of this Section, the mass submitter shall be recognized as the agent of the Provider. If the Provider does not adopt any amendment made by the mass submitter, it will no longer be identical to, or a minor modifier of, the mass submitter plan.

(d) **Impermissible amendments.** No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Trust Fund to revert to or become property of the Employer.

8.2 TERMINATION

(a) **Termination of Plan.** The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee (or Insurer) and Administrator written notice of such termination. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may terminate the Plan or discontinue contributions under the Plan at any time without liability hereunder for any such discontinuance. Upon any full or partial termination or upon the complete discontinuance of the Employer's Contributions to the Plan (in the case of a Profit Sharing Plan), all amounts credited to the affected Participants' Combined Accounts shall become 100% Vested and shall not thereafter be subject to Forfeiture.

(b) **Distribution of assets.** Upon the full termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner that is consistent with and satisfies the provisions of Section 6.5. Distributions to a Participant shall be made in cash (or in property if permitted in the Adoption Agreement) or through the purchase of irrevocable nontransferable deferred commitments from the Insurer.

8.3 MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan provided the benefits which would be received by a Participant of this Plan, in the event of a termination of the plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

ARTICLE IX MISCELLANEOUS

9.1 EMPLOYER ADOPTIONS

(a) **Method of adoption.** Any organization may become the Employer hereunder by executing the Adoption Agreement.

(b) **Separate affiliation.** Except as otherwise provided in this Plan, the affiliation of the Employer and the participation of its Participants shall be separate and apart from that of any other employer and its participants hereunder.

9.2 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the Employee as a Participant of this Plan.

9.3 ALIENATION

(a) **General rule.** Subject to the exceptions provided below and as otherwise permitted by the Code, no benefit which shall be payable to any person (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

(b) **Exception for loans.** Subsection (a) shall not apply to the extent a Participant or Beneficiary is indebted to the Plan by reason of a loan made pursuant to Section 7.4. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such portion of the amount to be distributed as shall equal such indebtedness shall be paid to the Plan, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given notice by the Administrator that such indebtedness is to be so paid in whole or part from the Participant's interest in the Plan. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's interest in the Plan, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in Section 2.10.

(c) **Exception for QDRO.** Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code §414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984.

9.4 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION

(a) **Applicable law.** This Plan shall be construed and enforced according to the Code, and the laws of the state or commonwealth in which the Employer's principal office is located (unless otherwise designated in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), other than its laws respecting choice of law, to the extent not pre-empted by federal law.

(b) **Administrator's discretion.** The Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Administrator makes under the Plan is final and binding upon any affected person. The Administrator must exercise all of its Plan powers and discretion, and perform all of its duties, in a uniform manner.

(c) **Communications.** All Participant or Beneficiary notices, designations, elections, consents or waivers must be made in a form the Administrator (or, as applicable, the Trustee or Insurer) specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period unless such actions are contrary to applicable law.

(d) **Evidence.** Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Administrator, Trustee and Insurer are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(e) **Plan terms binding.** The Plan is binding upon all parties, including but not limited to, the Employer, Trustee, Insurer, Administrator, Participants and Beneficiaries.

(f) **Parties to litigation.** Except as otherwise provided by applicable law, a Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, the Trust or any fiduciary. Any final judgment (not subject to further appeal) entered in any such proceeding will be binding upon all parties, including the Employer, the Administrator, Trustee, Insurer, Participants and Beneficiaries.

(g) **Fiduciaries not insurers.** The Trustee, Administrator and the Employer in no way guarantee the Plan assets from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from the Plan. The liability of the Employer, the Administrator and the Trustee to make any distribution from the Trust at any time and all times is limited to the then available assets of the Trust.

(h) **Construction/severability.** The Plan, the Adoption Agreement, the Trust and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §401(a) and tax exemption of the Trust under Code §501(a) and also consistent with other applicable law. To the extent permissible under applicable law, any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

(i) **Uniformity.** All provisions of this Plan shall be interpreted and applied in a uniform manner.

(j) **Headings.** The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.5 GENDER, NUMBER AND TENSE

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.6 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee (or Insurer), the Employer or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee (or Insurer), the Employer or the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

9.7 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) **General rule.** Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency,

by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

(b) **Mistake of fact.** In the event the Employer shall make a contribution under a mistake of fact, the Employer may demand repayment of such contribution at any time within one (1) year following the time of payment and the Trustee (or Insurer) shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

9.8 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

The Employer, Administrator and Trustee, and their successors, shall not be responsible for the validity of any Contract issued hereunder or for the failure on the part of the Insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

9.9 INSURER'S PROTECTIVE CLAUSE

Except as otherwise agreed upon in writing between the Employer and the Insurer, an Insurer which issues any Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The Insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator or Trustee and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator or Trustee. Regardless of any provision of this Plan, the Insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the Insurer.

9.10 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, including those referenced in Section 6.9, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee (or Insurer) and the Employer.

9.11 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.12 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, if, pursuant to an application for qualification is made by the time prescribed by law or such later date as the Secretary of Treasury may prescribe, the Commissioner of the Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code §§401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan, by the Employer, less expenses paid, shall be returned within one (1) year and the Plan shall terminate, and the Trustee (or Insurer) shall be discharged from all further obligations. If the disqualification relates to a Plan amendment, then the Plan shall operate as if it had not been amended. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this pre-approved plan and will be considered an individually designed plan.

9.13 PAYMENT OF BENEFITS

Except as otherwise provided in the Plan, benefits under this Plan shall be paid, subject to Sections 6.11 and 6.12, only upon death, Total and Permanent Disability, normal or early retirement, severance of employment, or termination of the Plan.

9.14 ELECTRONIC MEDIA

The Administrator may use any electronic medium to give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under applicable law. A Participant or a Participant's Spouse, to the extent authorized by the Administrator, may use any electronic medium to make or provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent permissible under applicable law. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version thereof as permitted under applicable law. Notwithstanding the foregoing, any Participant or Beneficiary notices and consent that are required pursuant to the Code must satisfy Regulation §1.401(a)-21.

9.15 PLAN CORRECTION

The Administrator in conjunction with the Employer may undertake such correction of Plan errors as the Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §401(a) or to correct a fiduciary breach under state or local law. Without limiting the Administrator's authority under the prior sentence, the Administrator, as it determines to be reasonable and appropriate, may undertake correction of Plan document, operational, demographic and Employer eligibility failures under a method described in the Plan or under the IRS Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. Furthermore, the Employer may make corrective contributions pursuant to this Section regardless of whether the

Plan otherwise permits such contribution source. In addition, the Plan is authorized to recover benefits from Participants or Beneficiaries that have been improperly distributed.

9.16 NONTRUSTEED PLANS

If the Plan is funded solely with Contracts, then notwithstanding Sections 9.7 and 9.12, no Contract will be purchased under the Plan unless such Contract or a separate definite written agreement between the Employer and the Insurer provides that no value under Contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such Contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

If this Plan is funded by individual Contracts that provide a Participant's benefit under the Plan, such individual Contracts shall constitute the Participant's Account balance. If this Plan is funded by group Contracts, under the group annuity or group insurance Contract, premiums or other consideration received by the Insurer must be allocated to Participants' Accounts under the Plan.

ARTICLE X PARTICIPATING EMPLOYERS

10.1 ELECTION TO BECOME A PARTICIPATING EMPLOYER

Notwithstanding anything herein to the contrary, with the consent of the Employer, any Employer may adopt the Employer's Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer (a participation agreement). In the event a Participating Employer is not an Affiliated Employer, then the provisions of Article XI shall apply rather than the provision of this Article XI.

10.2 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) **Permissible variations of participation agreement.** The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

(b) **Holding and investing assets.** The Trustee (or Insurer) may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof. However, the assets of the Plan shall, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to the Employer or Participating Employer who contributed such assets.

(c) **Payment of expenses.** Unless the Employer otherwise directs, any expenses of the Plan which are to be paid by the Employer or borne by the Trust Fund shall be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

10.3 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Trustee (or Insurer) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates otherwise, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

10.4 EMPLOYEE TRANSFERS

In the event an Employee is transferred between Participating Employers, accumulated service and eligibility shall be carried with the Employee involved. No such transfer shall effect a severance of employment hereunder, and the Participating Employer to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom the Employee was transferred.

10.5 PARTICIPATING EMPLOYER'S CONTRIBUTION AND FORFEITURES

Any contribution and/or Forfeiture subject to allocation during each Plan Year shall be determined and allocated separately by each Participating Employer and shall be allocated only among the Participants eligible to share in the contribution and Forfeiture allocation of the Employer or Participating Employer making the contribution or by which the forfeiting Participant was employed.

On the basis of the information furnished by the Administrator, the Trustee (or Insurer) shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each

Participating Employer. The Trustee (or Insurer) may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall immediately notify the Trustee (or Insurer) thereof.

10.6 AMENDMENT

Any Participating Employer hereby authorizes the Employer to make amendments on its behalf, unless otherwise agreed among all affected parties. Any such amendment is effective and binding upon existing Participating Employers.

10.7 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer that is an Affiliated Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Trustee (or Insurer). The Trustee (or Insurer) shall thereafter transfer, deliver and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new trustee (or insurer) or custodian as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees. If no successor is designated, the Trustee (or Insurer) shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article VII hereof. In no such event shall any part of the corpus or income of the Trust Fund as it relates to such Participating Employer be used for or diverted to purposes other than for the exclusive benefit of the Employees of such Participating Employer.

10.8 ADMINISTRATOR'S AUTHORITY

The Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article.

ARTICLE XI MULTIPLE EMPLOYER PROVISIONS

11.1 ELECTION AND OVERRIDING EFFECT

If a Participating Employer that is not an Affiliated Employer adopts this Plan, then the provisions of this Article XI shall apply to each Participating Employer as of the Effective Date specified in its participation agreement and supersede any contrary provisions in the basic Plan document or the Adoption Agreement. If this Article XI applies, then the Plan shall be a multiple employer plan as described in Code §413(c). In this case, the Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of Code §413(c) and the Regulations thereunder, and specific annual reporting requirements.

11.2 DEFINITIONS

The following definitions shall apply to this Article XI and shall supersede any conflicting definitions in the Plan:

- (a) **Employee.** "Employee" means any common law employee, Leased Employee or other person the Code treats as an employee of a Participating Employer for purposes of the Participating Employer's qualified plan. Either the Adoption Agreement or a participation agreement to the Adoption Agreement may designate any Employee, or class of Employees, as not eligible to participate in the Plan.
- (b) **Lead Employer.** "Lead Employer" means the signatory Employer to the Adoption Agreement execution page, and does not include any Affiliated Employer or Participating Employer. The "lead Employer" has the same meaning as the Employer for purposes of making Plan amendments and other purposes regardless of whether the "lead Employer" is also a Participating Employer under this Article XI. The "lead Employer" may execute a Participation Agreement setting forth elections which are specific to the "lead Employer".

11.3 PARTICIPATING EMPLOYER ELECTIONS

The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the "lead Employer" shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the "lead Employer's" Adoption Agreement. To the extent that the Adoption Agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the "lead Employer." If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

11.4 TESTING

The Administrator shall apply the Code §415 limitation in Section 4.4 for the Plan as a whole.

11.5 COMPENSATION

- (a) **Separate determination.** A Participant's Compensation shall be determined separately for each Participating Employer for purposes of allocations under Article IV.
- (b) **Joint status.** For all Plan purposes, including but not limited to determining the Code §415 limits in Section 4.4, Compensation includes all Compensation paid by or for any Participating Employer.

11.6 SERVICE

An Employee's service includes all Hours of Service and Years of Service with any and all Participating Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not separated from service or had a severance from employment.

11.7 COOPERATION AND INDEMNIFICATION

- (a) **Cooperation.** Each Participating Employer agrees to timely provide all information the Administrator deems necessary to insure the Plan is operated in accordance with the requirements of the Code and will cooperate fully with the "lead Employer," the Plan, the Plan fiduciaries and other proper representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.
- (b) **Indemnity.** Each Participating Employer will indemnify and hold harmless the Administrator, the "lead Employer" and its subsidiaries; officers, directors, shareholders, employees, and agents of the "lead Employer"; the Plan; the Trustees, Participants and Beneficiaries of the Plan, as well as their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as IRS plan disqualifications, other sanctions or compliance fees and penalties) arising out of or relating to the Participating Employer's noncompliance with any of the Plan's terms or requirements; any intentional or negligent act or omission the Participating Employer commits with regard to the Plan; and any omission or provision of incorrect information with regard to the Plan which causes the Plan to fail to satisfy the requirements of a tax-qualified plan. This indemnity provision shall continue to apply to a Participating Employer with respect to the period such entity was a Participating Employer, even if the Participating Employer withdraws or is removed pursuant to Sections 11.8 or 11.9.

11.8 INVOLUNTARY TERMINATION

Unless the "lead Employer" provides otherwise in an addendum hereto, the "lead Employer" shall have the power to terminate the participation of any Participating Employer (hereafter "Terminated Employer") in this Plan. If and when the "lead Employer" wishes to exercise this power, the following shall occur:

- (a) **Notice.** The "lead Employer" shall give the "Terminated Employer" a notice of the "lead Employer's" intent to terminate the "Terminated Employer's" status as a Participating Employer of the Plan. The "lead Employer" will provide such notice not less than thirty (30) days prior to the date of termination unless the "lead Employer" determines that the interest of Plan Participants requires earlier termination.
- (b) **Spin-off.** The "lead Employer" shall establish a new defined contribution plan, using the provisions of this Plan with any modifications contained in the "Terminated Employer's" participation agreement, as a guide to establish a new defined contribution plan (the "spin-off plan"). The "lead Employer" will direct the Trustee to transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to the "spin-off plan." The "Terminated Employer" shall be the Employer, Administrator, and sponsor of the "spin-off plan." The Trustee of the "spin-off plan" shall be the person or entity designated by the "Terminated Employer." However, the "lead Employer" shall have the option to designate an appropriate financial institution as Trustee instead if necessary to protect the interest of the Participants. The "lead Employer" shall have the authority to charge the "Terminated Employer" or the Accounts of the Employees of the "Terminated Employer" a reasonable fee to pay the expenses of establishing the "spin-off plan."
- (c) **Alternatives.** The "Terminated Employer," in lieu of creation of the "spin-off plan" under (b) above, has the option to elect a transfer alternative in accordance with this Subsection (c).
- (1) **Election.** To exercise the option described in this Subsection, the "Terminated Employer" must inform the "lead Employer" of its choice and must supply any reasonably required documentation as soon as practical. If the "lead Employer" has not received notice of a "Terminated Employer's" exercise of this option within ten (10) days prior to the stated date of termination, the "lead Employer" can choose to disregard the exercise and proceed with the Spin-off.
- (2) **Transfer.** If the "Terminated Employer" selects this option, the Administrator shall transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to a qualified plan the "Terminated Employer" maintains. To exercise this option, the "Terminated Employer" must deliver to the "lead Employer" or Administrator in writing the name and other relevant information of the transferee plan and must provide such assurances that the Administrator shall reasonably require to demonstrate that the transferee plan is a qualified plan.

(d) **Participants.** The Employees of the "Terminated Employer" shall cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the "Terminated Employer," effective as of the date of termination. To the extent that these Employees have accrued but unpaid contributions as of the date of termination, the "Terminated Employer" shall pay such amounts to the Plan or the "spin-off plan" no later than thirty (30) days after the date of termination, unless the "Terminated Employer" effectively selects the Transfer option under Subsection (c)(2) above.

(e) **Consent.** By its signature on the participation agreement, the "Terminated Employer" specifically consents to the provisions of this Article and agrees to perform its responsibilities with regard to the "spin-off plan," if necessary.

11.9 VOLUNTARY TERMINATION

A Participating Employer (hereafter "withdrawing employer") may voluntarily withdraw from participation in this Plan at any time. If and when a "withdrawing employer" wishes to withdraw, the following shall occur:

(a) **Notice.** The "withdrawing employer" shall inform the "lead Employer" and the Administrator of its intention to withdraw from the Plan. The "withdrawing employer" must give the notice not less than thirty (30) days prior to the effective date of its withdrawal.

(b) **Procedure.** The "withdrawing employer" and the "lead Employer" shall agree upon procedures for the orderly withdrawal of the "withdrawing employer" from the plan. Such procedures may include any of the optional spin-off or transfer options described in Section 11.8.

(c) **Costs.** The "withdrawing employer" shall bear all reasonable costs associated with withdrawal and transfer under this Section.

(d) **Participants.** The Employees of the "withdrawing employer" shall cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the "withdrawing employer," effective as of the effective date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of the effective date of withdrawal, the "withdrawing employer" shall contribute such amounts to the Plan or the "spin-off plan" promptly after the effective date of withdrawal, unless the accounts are transferred to a qualified plan the "withdrawing employer" maintains.

11.10 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all its relations with the Trustee (or Insurer) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates otherwise, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

MODIFICATIONS TO FIS Business Systems LLC'S Non-Standardized Governmental 401(a).

CITY OF COACHELLA GOVERNMENTAL MONEY PURCHASE PLAN

FIS BUSINESS SYSTEMS LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS
CITY OF COACHELLA GOVERNMENTAL MONEY PURCHASE PLAN

The enclosed Plan is being submitted for expedited review as a Volume Submitter Plan.

No modifications from the approved specimen plan have been made to this Plan.

**CITY OF COACHELLA GOVERNMENTAL MONEY PURCHASE PLAN
SUMMARY OF PLAN PROVISIONS**

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CITY OF COACHELLA GOVERNMENTAL MONEY PURCHASE PLAN

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

City of Coachella Governmental Money Purchase Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Types of Contributions. The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Employer matching contributions
- Employee rollover contributions

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States
- all employees except the City Manager and Directors

Eligibility Conditions. You will be eligible to participate in the Plan on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

Entry Date. Your Entry Date will be the date on which you satisfy the eligibility requirements.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are rollover contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time.

ARTICLE III EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that will be made to the Plan.

What is the Employer matching contribution and how is it allocated?

Matching Contribution. Matching contributions are Employer contributions that are based on contributions you make to CITY OF COACHELLA 457B PLAN. All of these contributions that you make are collectively referred to as "salary deferrals" for purposes of the applying the matching contribution described below.

Matching Contribution. Your Employer will make a matching contribution equal to 0% of your salary deferrals that do not exceed 100% of your Compensation.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. Your Employer will make a nonelective contribution equal to 0% of your Compensation for each Plan Year.

Allocation conditions. You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

Adjustments to compensation. The following adjustments to compensation will be made:

- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
 - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2022 is \$305,000. After 2022, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2022, this total cannot exceed the lesser of \$61,000 or 100% of your annual compensation. After 2022, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- matching contributions
- nonelective contributions
- rollover contributions

ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and Limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 70 1/2

The following limitations apply to in-service distributions from certain accounts:

- In-service distributions can only be made from accounts which are 100% vested.

**ARTICLE VII
BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than , you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "How will my benefits be paid to me?" for additional information.)

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 60. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, you must consent to receive any distribution of your vested account balance before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals or installments but only with respect to Participants or beneficiaries who receive minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

Delaying distributions. You may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach 70 1/2 or retire.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- partial withdrawals or installments that do not exceed the limitations on when the entire death benefit must be paid. (See below "When must the last payment be made to my beneficiary?")

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

**ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

**ARTICLE X
LOANS**

Is it possible to borrow money from the Plan?

Yes, you may request a participant loan from all your accounts using an application form provided by the Administrator. Your ability to obtain a participant loan depends on several factors. The Administrator will determine whether you satisfy these factors.

What are the loan rules and requirements?

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, your Employer has established a written loan program which explains these requirements in more detail. You can request a copy of the loan program from the Administrator. Generally, the rules for loans include the following:

- Loans are available to participants on a reasonably equivalent basis. Loans will be made to participants who are creditworthy. The Administrator may request that you provide additional information, such as financial statements, tax returns and credit reports to make this determination.
- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan. In certain cases, the Administrator may require you to provide additional collateral to receive a loan.

- You will be charged a commercially reasonable rate of interest. The Administrator will determine a reasonable rate of interest by reviewing the interest rates charged for similar types of loans by other lenders. The interest rate will be fixed for the duration of the loan.
- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan may not exceed five (5) years. However, if the loan is for the purchase of your principal residence, the Administrator may permit a longer repayment term. Generally, the Administrator will require that you repay your loan by agreeing to payroll deduction. If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact the Administrator to find out your repayment options.
- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:
 - (a) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or
 - (b) 1/2 of your vested interest in the Plan.
- No loan in an amount less than \$1,000 will be made.
- The maximum number of Plan loans that you may have outstanding at any one time is 1.
- If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." The Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. This could include filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.
- If you become entitled to a distribution from the Plan (except in the case of an in-service distribution), or if you terminate employment, your loan generally becomes due and payable in full immediately. You may repay the entire outstanding balance of the loan (including any accrued interest). If you do not repay the entire outstanding loan balance, your vested account balance will be reduced by the remaining outstanding balance of the loan.

The Administrator may periodically revise the Plan's loan policy. If you have any questions on participant loans or the current loan policy, please contact the Administrator.

ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is City of Coachella Governmental Money Purchase Plan.

Plan Effective Dates

This Plan was originally effective on January 1, 2013. The amended and restated provisions of the Plan become effective on July 1, 2022. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

Other Plan Information

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Employer Information

Your Employer's name, address and identification number are:

City of Coachella
53990 Enterprise Way
Coachella, California 92236

95-6000693

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding on participants.

Your Administrator's name and contact information are:

City of Coachella
53990 Enterprise Way
Coachella, California 92236

760-398-3502

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustees are responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustees are:

Sandy Krause, Human Resources Manager

Nathan Statham, Trustee

53990 Enterprise Way
Coachella, California 92236

760-398-3502

The Trustees shall collectively be referred to as Trustee throughout this Summary of Plan Provisions.



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2022-72, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map 37940

STAFF RECOMMENDATION:

Approve Resolution No. 2022-72, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37940.

DISCUSSION/ANALYSIS:

A Final Parcel Map has been prepared by an appropriately licensed professional for Parcel Map No. 37940 in accordance with the approved Tentative Tract Map 37940. Tentative Map 37940 proposed to subdivide an approximately 8.3-acre area consisting of two parcels into seven (7) commercial lots within the existing Fountainhead Shopping Plaza. This map is consistent with the Conditional Use Permits and planned development for the Fountainhead Plaza by converting the two remainder parcels from the first phase of development into seven individual commercial lots. The map is consistent with the General Plan 2020.

Final Parcel Map 37940 complies with the conditions of approval and is in accordance with the Subdivision Map Act of the State of California. Conditions of approval include improvements to all frontage roads, including Harrison Street and First Street, as well as ADA improvements at the intersections of First Street at Harrison Street, First Street at Palm Avenue and First Street at Orchard Street. Conditions of approval also include undergrounding overhead utility poles at along the project frontage. The developer has worked with the City Engineering department to produce approved street and utility plans for the entire tract and has already obtained permits for all required street improvements, which are a condition of approval for existing development. An additional Subdivision Improvement Agreement is not required since the offsite improvements are already underway and are conditions of approval applied to ongoing development within the development.

Staff recommends that the City Council Approve the Final Parcel Map 37940.

FISCAL IMPACT:

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

Attachments:

1. Resolution No 2022-72
2. Final Parcel Map 37940

RESOLUTION NO. 2022-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 37940

WHEREAS, Final Parcel Map has been prepared by an appropriately licensed professional as Parcel Map No. 37490, subdividing of those certain lands identified on the approved Tentative Parcel Map No. 37940; 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. 37940, 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. 37940.

PASSED, APPROVED and ADOPTED this 13th day of July 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. 2022-72 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July 2022, 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 PARCEL MAP NO. 37940

RECORDER'S STATEMENT

BEING A SUBDIVISION OF LOT 4 OF LOT LINE ADJUSTMENT NO. 2008-5, ATTACHED A TO DEED
RECORDED JULY 08, 2009 AS INSTRUMENT NO. 2009-0351936 OFFICIAL RECORDS OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA.
PBLA SURVEYING, INC. FEBRUARY 2022

FILED THIS ____ DAY OF _____ 2022 AT
_____.M. IN BOOK _____ OF PARCEL MAPS, AT
PAGES _____, AT THE REQUEST OF THE CITY CLERK OF
THE CITY OF MURRIETA.
NO. _____
FEE _____
PETER ALDANA, COUNTY ASSESSOR, CLERK RECORDER
BY: _____, DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE INSURANCE COMPANY

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 CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE
BORDER LINE.

COACHELLA RETAIL REALTY ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP

BY: _____

BENEFICIARY STATEMENT:

GF CAPITAL, A NEVADA CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 13, 2014 AS INSTRUMENT
NUMBER 2014-0173496, OF OFFICIAL RECORDS.

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE
INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE MY PRINCIPAL PLACE OF BUSINESS
IS IN _____ COUNTY.
(PRINTED NAME) MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE
INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE MY PRINCIPAL PLACE OF BUSINESS
IS IN _____ COUNTY.
(PRINTED NAME) MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING
OWNER(S) OF EASEMENTS AND/OR INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO
FEE:

THE SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED
DECEMBER 10, 2010 AS DOCUMENT NO. 2010-0592542, OF OFFICIAL RECORDS,

(SAID EASEMENT DOES NOT AFFECT THE PROPERTY)

THE CITY OF COACHELLA, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED APRIL 18, 2011
AS DOCUMENT NO. 2011-0171587, OF OFFICIAL RECORDS.

THE SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED MARCH 1,
2022 AS DOCUMENT NO. 2022-0101000, OF OFFICIAL RECORDS

[THE EXACT LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM SAID DOCUMENT]

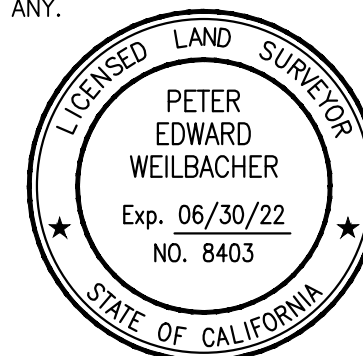
SURVEYOR'S STATEMENT

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 COACHELLA REALTY ASSOCIATES, L.P. IN FEBRUARY 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 PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY.

DATED: _____

PETER E. WEILBACHER P.L.S. 8403



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE
SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37940, THAT ALL PROVISIONS OF THE
SUBDIVISION ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

DATED: _____

ANDREW R. SIMMONS, CITY ENGINEER
R.C.E. 72868, EXP. 06/30/2022

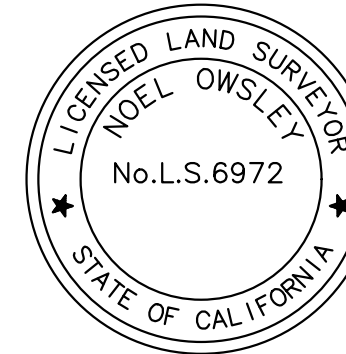


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 37940
CONSISTING OF FOUR (4) SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____

NOEL OWSLEY, ACTING CITY SURVEYOR
L.S. 6972, EXPIRES 09-30-2023



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: _____

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 THE FILING OF THIS MAP WITH 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: _____

CASH OR SURETY BOND
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____
DEPUTY

CITY CLERK'S STATEMENT

I, ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY OF COACHELLA STATE OF CALIFORNIA, DO HEREBY
STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF SAID CITY AT ITS REGULAR
MEETING HELD ON THE ____ DAY OF _____, 20____, AND THERE UPON SAID COUNCIL
DID PASS BY AN ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND ALSO APPROVED SAID SUBJECT MAP
PURSUANT TO THE PROVISIONS OF SECTION 66463 (C) OF THE SUBDIVISION MAP ACT.

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

DATE _____

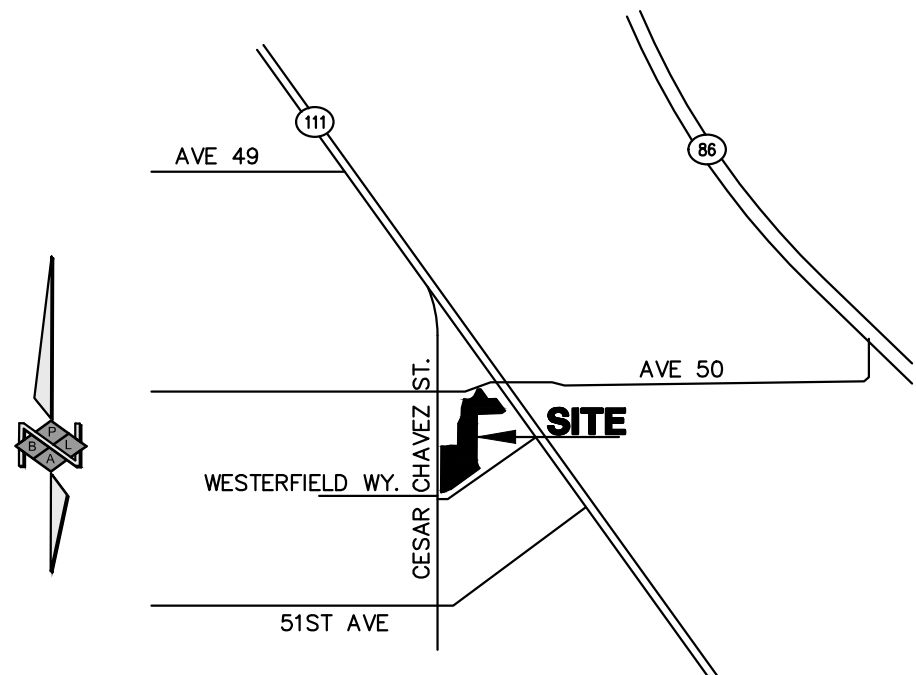
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37940

BEING A SUBDIVISION OF LOT 4 OF LOT LINE ADJUSTMENT NO. 2008-5, ATTACHED A TO DEED
RECORDED JULY 08, 2009 AS INSTRUMENT NO. 2009-0351936 OFFICIAL RECORDS OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PBLA SURVEYING, INC. FEBRUARY 2022

MONUMENT NOTES:

- FD. MONUMENT AS NOTED.
- SET 1" IRON PIPE WITH TAG "PLS 8403" FLUSH, UNLESS OTHERWISE NOTED.
- ① FD. 2" BRASS CAP, ILLEGIBLE, FLUSH IN ASPHALT, ACCEPTED AS THE NW CORNER OF SECTION 5 AND A POINT ON THE C/L OF 50TH AVENUE PER R1, R2, AND R3.
- ② FD. 3" GLO BRASS CAP STAMPED "1/4 COR. SEC. 32, SEC. 5", DWN. 0.4' IN ASPHALT, ACCEPTED AS THE ANGLE POINT IN THE C/L OF 50TH AVENUE AND THE 1/4 CORNER OF SECTION 5 PER R1 AND R2.
- ③ C/L INT. OF CAESAR CHAVEZ STREET AND 50TH AVENUE, NOTHING FD., ESTAB. BY HOLDING REC. DISTANCE OF 5.85 FEET E'LY ALONG THE C/L OF 50TH AVENUE FROM THE NW CORNER OF SECTION 5 PER R3. NOTHING SET.
- ④ FD. RAILROAD SPIKE, DWN. 0.3' IN ASPHALT, ACCEPTED AS THE CENTERLINE INT. OF WESTERFIELD WAY AND CAESAR CHAVEZ STREET PER R3.
- ⑤ FD. RAILROAD SPIKE, DWN. 0.3' IN ASPHALT, ACCEPTED AS THE CENTERLINE INT. OF 4TH STREET AND CAESAR CHAVEZ STREET, AND THE E 1/4 CORNER OF SECTION 5 PER R3.
- ⑥ C/L INT. OF CAESAR CHAVEZ STREET AND 1ST STREET, NOTHING FD., HELD REC. DISTANCE OF 103.36, S'LY ALONG THE C/L OF CAESAR CHAVEZ STREET FROM THE C/L INT. OF WESTERFIELD WAY PER R3, SET MONUMENT AS NOTED.
- ⑦ C/L INT. OF STATE HIGHWAY 111 AND 50TH AVENUE, NOTHING FD., ESTAB. BY HOLDING REC. DISTANCE OF 799.18 FT ALONG THE C/L OF 50TH AVENUE FROM THE NW CORNER OF SECTION 5 PER R3, SET MONUMENT AS NOTED.
- ⑧ C/L INT. OF 1ST STREET AND STATE HIGHWAY 111, NOTHING FD., ESTAB. BY INT., SET MONUMENT AS NOTED.
- ⑨ NOTHING FD., ESTAB. BY PRORATION ALONG THE NE'LY LINE OF LOT 4 PER R3, NOTHING SET.
- ⑩ NOTHING FD., ESTAB. BY PRORATION ALONG THE N'LY LINE OF LOT 4 PER R3, NOTHING SET.
- ⑪ FD. 3/4" IRON PIPE WITH NO TAG, DWN. 0.75' PER R1, PIPE IS S15°54'20"W 0.66 FT. FROM CORNER, NOT HELD, ESTAB. BY INT., SET MONUMENT AS NOTED.
- ⑫ NOTHING FD, ESTAB. BY A PROLONGATION OF THE REC. DISTANCE OF 47.88 FT. PER R3.
- ⑬ NOTHING FD., ESTAB. AT REC. DISTANCE OF 339.36 FT. S'LY PER R3, NOTHING SET.
- ⑭ NOTHING FD., ESTAB. BY A LINE PARALLEL WITH THE C/L OF 50TH AVENUE AND RUNNING A LINE AT REC. DIST. OF 375.00 FT. PER R3, NOTHING SET.
- ⑮ FD. DISTURBED AND BENT 3/4" IRON PIPE DWN. 0.5' PIPE IS S74°25'07"W 1.30' FROM CORNER NOT HELD, ESTAB. BY HOLDING REC. DIST OF 89.77' E'LY FROM MONUMENT NO. 14 PER R3., SET MONUMENT AS NOTED.
- ⑯ FD. L+T "RCE 23_56", FLUSH IN CONC, NO REF., S35°55'34"W 0.68' FROM CORNER. HELD REC. DISTANCE OF 312.76 FT. PER R3.
- ⑰ FD. MAG NAIL AND WASHER "LS 3018", NO REF., 0.28' S'LY ALONG THE R/W LINE, HELD FOR LINE AND ESTAB. BY INT. BY HOLDING REC. RADIUS OF 172.83 FT. AT MONUMENT NO. 16.
- ⑱ FD. 1" IRON PIPE WITH ILLEGIBLE TAG, NO REF. HELD FOR LINE PERPENDICULAR TO THE C/L OF 1ST STREET
- ⑲ FD. L+T "RCE 23_56", FLUSH IN CONC, NO REF., HELD FOR SW'LY CORNER OF LOT "A" PER R4.
- ⑳ FD. L+T "RCE 23_56", FLUSH IN CONC, NO REF., HELD FOR SE'LY CORNER OF LOT "A" PER R4.
- ㉑ NOTHING FD., ESTAB. BY INT. SET MONUMENT AS NOTED.
- ㉒ NOTHING FD., ESTAB. BY PRORATION PER R3, NOTHING SET, UNLESS OTHERWISE NOTED.
- ㉓ NOTHING FD., ESTAB. BY PRORATION PER R4, NOTHING SET, UNLESS OTHERWISE NOTED.



VICINITY MAP

NOT TO SCALE

REFERENCE MAPS

- (R1) PER RECORD OF SURVEY, R.S.B. 136/11.
- (R2) PER PARCEL MAP NO. 37670, P.M.B. 248/7-9.
- (R3) PER RECORD OF SURVEY, R.S.B. 80/36.
- (R4) PER LOT LINE ADJUSTMENT NO. 2008-5, 07/08/2009 AS DOC NO. 2009-0351936, O.R.
- (R5) PER TRACT NO. 18632-1, M.B. 136/26-27.
- (R6) PER COUNTY OF RIVERSIDE CORNER RECORD 07-0148.
- (R7) PER COUNTY OF RIVERSIDE CORNER RECORD 07-0152.
- (R8) PER COUNTY OF RIVERSIDE CORNER RECORD 07-0147.

BOUNDARY ESTABLISHMENT NOTES

- A CURRENT R/W LINE PER A R/W GRANT DEED TO THE CITY OF COACHELLA REC. 11/21/2001 AS DOC NO. 2001-577231, O.R.
- B ORIGINAL 30.00 FOOT WIDE R/W PER DEED TO THE COUNTY OR RIVERSIDE REC. 01/17/1918 IN BOOK 473, PAGE 299 OF DEEDS, ESTAB. 30.00 FEET WEST OF THE E'LY SECTION LINE PER R3.
- C E'LY LINE OF A ROAD DEED TO THE CITY OF COACHELLA REC. 03/18/1971 AS DOC NO. 26953, O.R., ESTAB. 50.00 FEET E'LY OF THE CURRENT C/L OF CAESAR CHAVEZ STREET PER R3
- D E'LY LINE OF A ROAD DEED TO THE CITY OF COACHELLA REC. 03/18/1971 AS DOC NO. 26954, O.R., ESTAB. 50.00 FEET E'LY OF THE CURRENT C/L OF CAESAR CHAVEZ STREET PER R3.
- E E'LY LINE OF LOT "A" PER (R4), ESTAB. 72.00 FEET E'LY OF THE CURRENT C/L OF CAESAR CHAVEZ STREET.
- F W'LY LINE OF LOT "4" PER (R4), ESTAB BY HOLDING REC. ANGLES AND DISTANCES.
- G PORTION OF THE C/L OF WESTERFIELD WAY AS SHOWN ON A LOT LINE ADJUSTMENT REC. 12/03/2002 AS INST NO. 2002-716386, O.R., ESTAB. BY AN E'LY PROLONGATION OF WESTERFIELD WAY AT THE INT. OF C/L OF CAESAR CHAVEZ STREET TO INTERSECT WITH THE C/L OF 1ST STREET, AND HOLDING THE RADIUS OF 300.00 FEET BETWEEN SAID CENTERLINES.

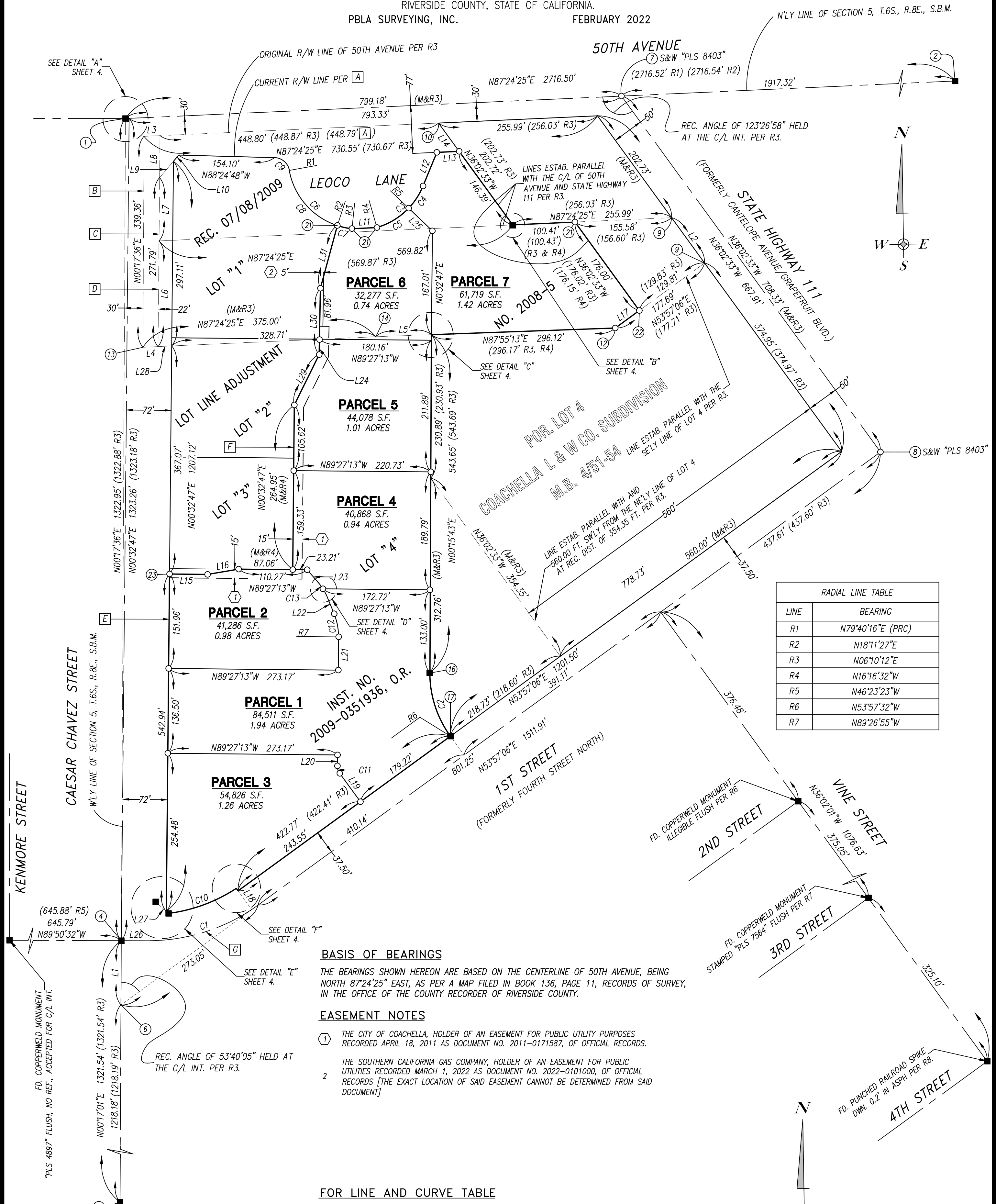
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37940

BEING A SUBDIVISION OF LOT 4 OF LOT LINE ADJUSTMENT NO. 2008-5, ATTACHED A TO DEED
RECORDED JULY 08, 2009 AS INSTRUMENT NO. 2009-0351936 OFFICIAL RECORDS OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PBLA SURVEYING, INC.

FEBRUARY 2022

N'LY LINE OF SECTION 5, T.6S., R.8E., S.B.M.



| RADIAL LINE TABLE | |
|-------------------|-------------------|
| LINE | BEARING |
| R1 | N79°40'16"E (PRC) |
| R2 | N18°11'27"E |
| R3 | N06°10'12"E |
| R4 | N16°16'32"W |
| R5 | N46°23'32"W |
| R6 | N53°57'32"W |
| R7 | N89°26'55"W |

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF 50TH AVENUE, BEING NORTH 87°24'25" EAST, AS PER A MAP FILED IN BOOK 136, PAGE 11, RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

EASEMENT NOTES

- 1 THE CITY OF COACHELLA, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED APRIL 18, 2011 AS DOCUMENT NO. 2011-0171587, OF OFFICIAL RECORDS.
- 2 THE SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED MARCH 1, 2022 AS DOCUMENT NO. 2022-0101000, OF OFFICIAL RECORDS [THE EXACT LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM SAID DOCUMENT]

FOR LINE AND CURVE TABLE

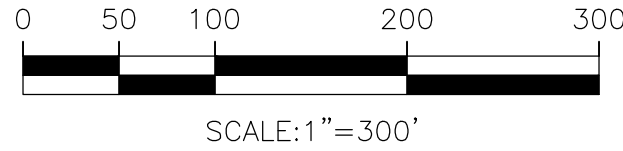
SEE SHEET 4.

SURVEYOR'S NOTE ON 1ST STREET

THREE MONUMENTS WERE FOUND ON VINE AVENUE AT THE INTERSECTIONS OF 2ND, 3RD AND 4TH STREET PER (R6), (R7), AND (R8). THE CENTERLINE WAS PROLONGED NW'LY TO INTERSECT WITH THE C/L OF 1ST STREET. THE OVERALL DISTANCE OF THE CENTERLINE BETWEEN CAESAR CHAVEZ STREET AND VINE WAS FOUND TO BE 1074.30 FEET (1074.08 FEET CALC'ED PER R3).

MONUMENT AND ESTABLISHMENT NOTES, AND REFERENCE MAPS

SEE SHEET 2.



IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

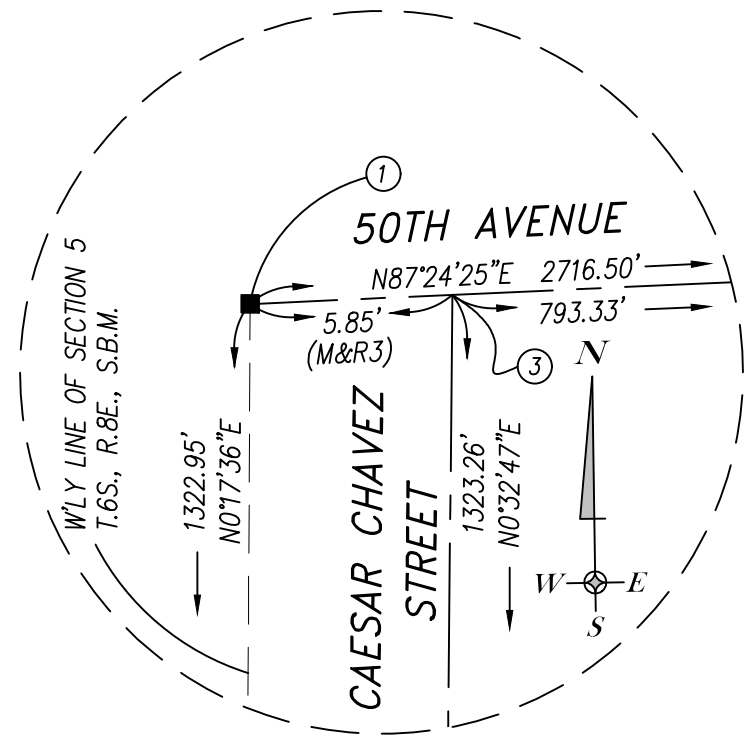
PARCEL MAP NO. 37940

BEING A SUBDIVISION OF LOT 4 OF LOT LINE ADJUSTMENT NO. 2008-5, ATTACHED A TO DEED
RECORDED JULY 08, 2009 AS INSTRUMENT NO. 2009-0351936 OFFICIAL RECORDS OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA.

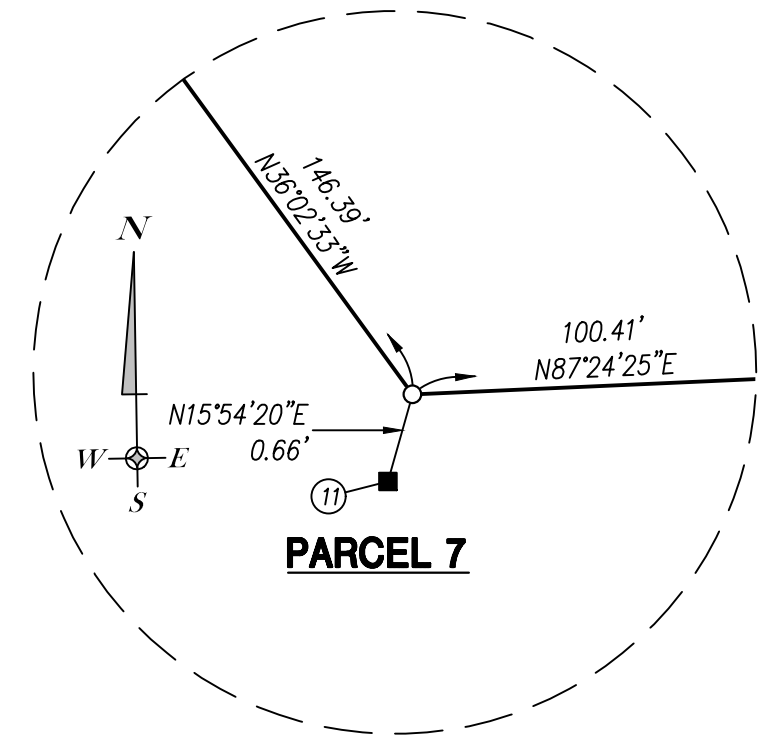
PBLA SURVEYING, INC. FEBRUARY 2022

| LINE TABLE | | | |
|------------|-------------|---------|-------------------------|
| LINE | BEARING | LENGTH | NOTE |
| L1 | N00°17'01"E | 103.36' | (M& R3, R4) |
| L2 | N36°02'33"W | 90.23' | (M&R3) |
| L3 | N87°24'25"E | 25.75' | (25.77' R3) (25.76' R4) |
| L4 | N87°24'25"E | 24.25' | (24.27' R3) |
| L5 | N87°55'13"E | 89.77' | (M&R3) |
| L6 | N00°32'47"E | 170.04' | (M&R3) |
| L7 | N00°32'47"E | 101.75' | (101.76' [A]) |
| L8 | N00°32'47"E | 67.65' | (67.71' R4) (M&[A]) |
| L9 | N40°13'25"E | 34.46' | ----- |
| L10 | N40°13'25"E | 13.28' | ----- |
| L11 | N87°24'25"E | 40.31' | (M&R4) [A] |
| L12 | N22°17'11"E | 58.59' | (M&[A]) |
| L13 | N87°24'25"E | 35.95' | (35.85' R4) (M&[A]) |
| L14 | N36°02'33"W | 56.33' | (M&[A]) |
| L15 | N89°27'13"W | 61.19' | (CALC'ED PER R4) |
| L16 | N80°20'33"E | 50.80' | (M&R4) |
| L17 | N53°57'06"E | 47.88' | (M&R3) |
| L18 | N36°02'54"W | 37.50' | ----- |
| L19 | N36°02'54"W | 56.42' | ----- |
| L20 | N00°32'47"E | 17.78' | ----- |
| L21 | N00°32'47"E | 53.44' | ----- |
| L22 | N22°29'31"W | 28.96' | ----- |
| L23 | N40°55'34"W | 27.58' | ----- |
| L24 | N01°03'15"E | 24.88' | (M& R3, R4) |
| L25 | N46°19'04"W | 52.86' | ----- |
| L26 | N89°50'32"W | 42.89' | (42.45' [G]) |
| L27 | N48°07'51"W | 27.90' | (27.84' R4) |
| L28 | N87°24'25"E | 22.03' | ----- |
| L29 | N26°19'14"E | 90.37' | (M&R4) |
| L30 | N01°03'15"E | 106.84' | (M&R4) |
| L31 | N15°04'19"E | 104.61' | (104.43' R4) |

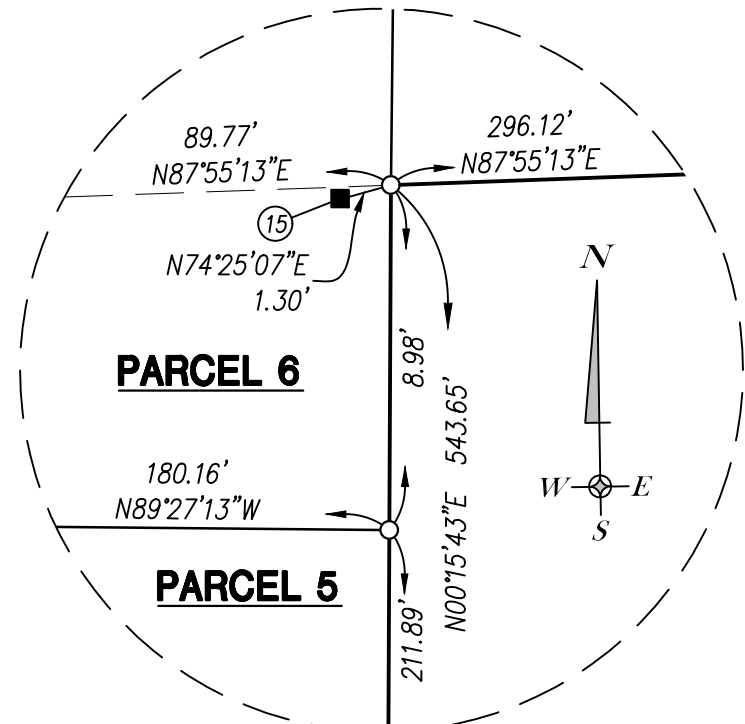
| CURVE TABLE | | | | |
|-------------|---------|---------|------------|------------------------------|
| CURVE | RADIUS | LENGTH | DELTA | NOTES |
| C1 | 300.00' | 189.57' | 036°12'22" | (Δ=36°16'39", L=189.95' [G]) |
| C2 | 172.83' | 109.51' | 036°18'10" | (Δ=36°16'23", L=109.42' R4) |
| C3 | 115.00' | 103.24' | 051°26'17" | (Δ=51°27'06", L=103.27' [A]) |
| C4 | 115.00' | 42.80' | 021°19'26" | ----- |
| C5 | 115.00' | 60.44' | 030°06'51" | ----- |
| C6 | 115.00' | 147.53' | 073°30'04" | (Δ=73°28'57", L=147.49' [A]) |
| C7 | 115.00' | 24.13' | 012°01'15" | ----- |
| C8 | 115.00' | 123.40' | 061°28'49" | ----- |
| C9 | 25.00' | 34.07' | 078°05'04" | (M&[A]) |
| C10 | 258.00' | 117.39' | 026°04'08" | (Δ=26°03'47", L=117.36' R4) |
| C11 | 20.00' | 12.77' | 036°35'41" | ----- |
| C12 | 94.97' | 38.20' | 023°02'48" | ----- |
| C13 | 85.00' | 27.35' | 018°26'03" | ----- |



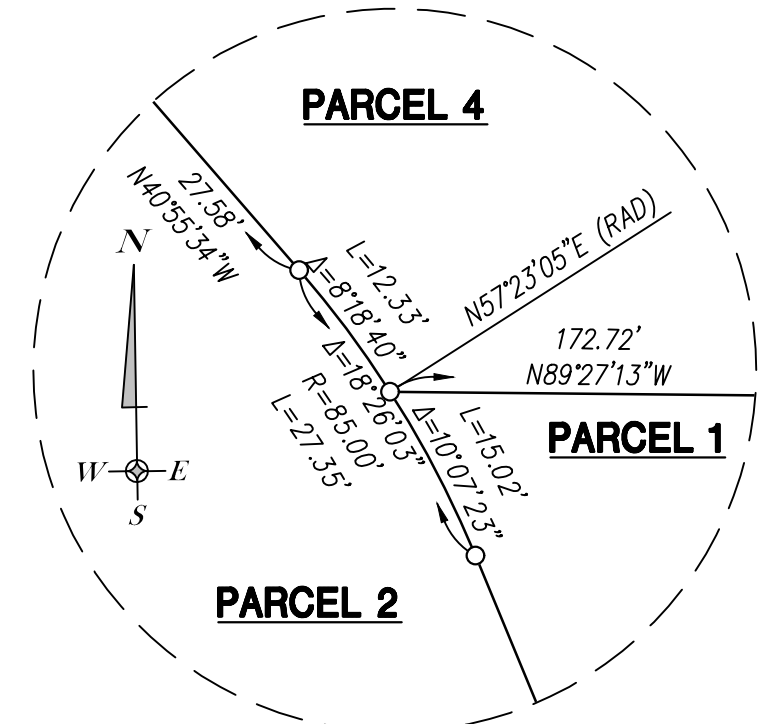
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NOT TO SCALE



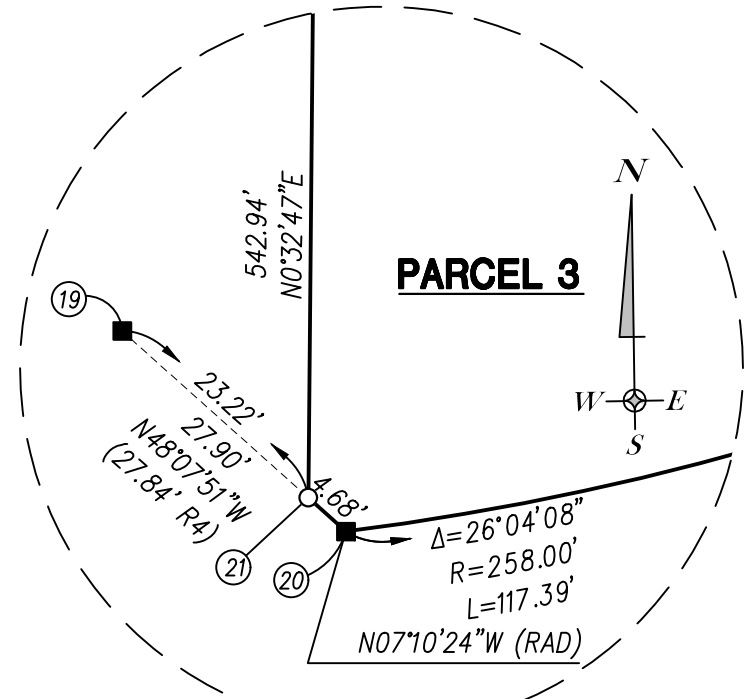
DETAIL "B"
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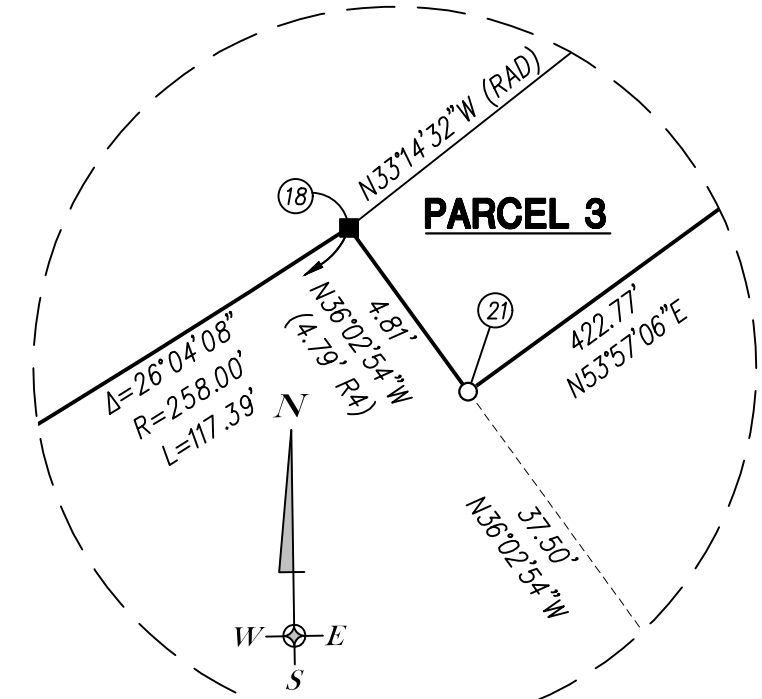
DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "F"
NOT TO SCALE



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – May 2022

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for May of 2022

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 May 31, 2022. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of May 31, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2022 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2022 |
|-------------------------------------|------------------|----------------------------|---------------------------------|--------------------------------------|------------------------|-------------------------|----------------------------|
| CASH ON HAND | | | | | | | |
| Wells Fargo-General Checking | N/A | 11,790,326.18 | 8,696,541.73 | - | - | - | 20,486,867.91 |
| Wells Fargo-Road Maintenance | N/A | 1,220,532.38 | 77,379.50 | - | - | - | 1,297,911.88 |
| Wells Fargo-Gas Tax | N/A | 298,747.21 | 94,141.95 | - | - | - | 392,889.16 |
| Mechanics Bank - Payroll Acct | N/A | 325,084.14 | 44,070.58 | - | - | - | 369,154.72 |
| Petty Cash | N/A | 3,500.00 | - | - | - | - | 3,500.00 |
| Total Cash on Hand | | 13,638,189.91 | 8,912,133.76 | - | - | - | 22,550,323.67 |
| INVESTMENTS | | | | | | | |
| State of California - LAIF | 0.68% | 12,914,367.51 | - | - | - | - | 12,914,367.51 |
| Investment Management Acct | 1.33% | 24,160,584.85 | - | 58,587.98 | - | - | 24,219,172.83 |
| Total Investments | | 37,074,952.36 | - | 58,587.98 | - | - | 37,133,540.34 |
| CASH WITH FISCAL AGENT | | | | | | | |
| US Bank | varies | 5,676,534.75 | (777,000.00) | 5.84 | - | - | 4,899,540.59 ① |
| Wells Fargo Bank, N.A. | 5.83% | 4.30 | 544,398.31 | (272,198.31) | - | - | 272,204.30 ② |
| Wilmington Trust, N. A. | 0.03% | 0.70 | - | - | - | - | 0.70 ③ |
| Total Cash with Fiscal Agent | | 5,676,539.75 | (232,601.69) | (272,192.47) | - | - | 5,171,745.59 |
| Grand Total | | 56,389,682.02 | 8,679,532.07 | (213,604.49) | - | - | 64,855,609.60 |

Completed By:

E. Stoddard

Reviewed By:

Nathan Statham-Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of May 31, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2022 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2022 |
|---|------------------|----------------------------|---------------------------------|--------------------------------------|------------------------|-------------------------|----------------------------|
| CASH WITH FISCAL AGENT | | | | | | | |
| US BANK | | | | | | | |
| COACHELLA WATER AUTHORITY | | | | | | | |
| <u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u> | | | | | | | |
| A/C #: 6712016201 Bond Fund | 0.03% | 0.39 | - | - | - | - | 0.39 |
| A/C #: 6712016202 Interest Account | 0.03% | - | - | - | - | - | - |
| 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 | | | | | | | |
| <u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u> | | | | | | | |
| A/C #: 6712104701 Debt Service Fund | 0.00% | 0.51 | - | - | - | - | 0.51 |
| 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 | | | | | | | |
| <u>WASTEWATER SERIES 2015A</u> | | | | | | | |
| A/C #: 6712148601 Bond Fund | 0.00% | 21.20 | - | - | - | - | 21.20 |
| 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% | - | - | - | - | - | - |
| <u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u> | | | | | | | |
| A/C #: 6711963500 Project Fund 2011 | 0.0100% | 25,272.64 | - | 5.62 | - | - | 25,278.26 |

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of May 31, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2022 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2022 |
|---|------------------|----------------------------|---------------------------------|--------------------------------------|------------------------|-------------------------|----------------------------|
| COACHELLA SUCCESSOR AGENCY | | | | | | | |
| MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013 | | | | | | | |
| A/C #: 6712071401 Interest Account | 0.00% | 0.17 | - | - | - | - | 0.17 |
| 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 |
| SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B | | | | | | | |
| A/C #: 6712160601 Debt Service | 0.00% | 1.32 | - | - | - | - | 1.32 |
| 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 | 0.0000% | 450,305.22 | - | 0.22 | - | - | 450,305.44 |
| A/C #: 6712179802 Interest Account | 0.0000% | 160.41 | - | - | - | - | 160.41 |
| A/C #: 6712179803 Principal Account | 0.0000% | - | - | - | - | - | - |
| A/C #: 6712179804 Reserve Account | 0.0000% | 612,331.26 | - | - | - | - | 612,331.26 |
| TOTAL US BANK OF CALIFORNIA | | 5,676,534.75 | (777,000.00) | 5.84 | - | - | 4,899,540.59 |
| WELLS FARGO BANK, N.A. | | | | | | | |
| GAS TAX BONDS SERIES 2019 | | | | | | | |
| A/C #: 83925300 Debt Service Fund | 0.0000% | 2.61 | 272,200.00 | (272,198.31) | - | - | 4.30 |
| A/C #: 83925301 Interest Account | 0.0000% | 0.78 | 87,199.22 | - | - | - | 87,200.00 |
| A/C #: 83925302 Principal Account | 0.0000% | 0.91 | 184,999.09 | - | - | - | 185,000.00 |
| TOTAL WELLS FARGO BANK, N.A. | | 4.30 | 544,398.31 | (272,198.31) | - | - | 272,204.30 |

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of May 31, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2022 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2022 |
|---|------------------|----------------------------|---------------------------------|--------------------------------------|------------------------|-------------------------|----------------------------|
| WILMINGTON TRUST, N. A. | | | | | | | |
| CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS | | | | | | | |
| A/C #: 144613-001 Interest Account | 0.03% | 0.70 | - | - | - | - | 0.70 |
| A/C #: 144613-002 Principal Account | 0.00% | - | - | - | - | - | - |
| TOTAL WILMINGTGN TRUST BANK, N.A. | | 0.70 | - | - | - | - | 0.70 |
| TOTAL CASH WITH FISCAL AGENT | | 5,676,539.75 | (232,601.69) | (272,192.47) | - | - | 5,171,745.59 |

③

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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 09/15/2019 1.500% 09/15/2022 | | 912828YF1 | 140,000.00 | AA+ | Aaa | 01/06/22 | 01/10/22 | 141,110.16 | 0.33 | 445.11 | 140,474.50 | 140,065.63 |
| US TREASURY NOTES DTD 07/15/2020 0.125% 07/15/2023 | | 912828ZY9 | 1,270,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,249,015.23 | 1.31 | 600.79 | 1,253,236.78 | 1,241,028.13 |
| US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023 | | 912828S92 | 140,000.00 | AA+ | Aaa | 04/02/19 | 04/04/19 | 134,071.88 | 2.28 | 584.94 | 138,404.40 | 138,425.00 |
| 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 | 450.99 | 356,115.43 | 357,107.81 |
| 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 | 26.71 | 457,479.48 | 458,418.75 |
| 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 | 771.55 | 70,066.92 | 70,273.43 |
| US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024 | | 912828X70 | 350,000.00 | AA+ | Aaa | 06/03/19 | 06/05/19 | 351,585.94 | 1.90 | 608.70 | 350,618.97 | 346,664.08 |
| US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024 | | 91282CCL3 | 1,285,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,248,206.84 | 1.59 | 1,823.67 | 1,252,523.12 | 1,226,974.28 |
| 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 | 887.86 | 125,839.45 | 123,808.60 |
| US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024 | | 9128282U3 | 165,000.00 | AA+ | Aaa | 09/03/19 | 09/05/19 | 169,299.02 | 1.33 | 781.84 | 166,939.51 | 162,344.52 |
| US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024 | | 9128282Y5 | 295,000.00 | AA+ | Aaa | 10/01/19 | 10/03/19 | 303,815.43 | 1.50 | 1,061.92 | 299,117.73 | 291,681.25 |
| US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024 | | 912828YM6 | 195,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 203,630.27 | 0.33 | 254.35 | 200,490.29 | 189,789.83 |
| US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | | 9128283J7 | 425,000.00 | AA+ | Aaa | 01/03/20 | 01/07/20 | 434,844.73 | 1.63 | 24.68 | 430,024.17 | 419,289.06 |
| US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | | 9128283J7 | 580,000.00 | AA+ | Aaa | 12/02/19 | 12/04/19 | 591,917.19 | 1.69 | 33.67 | 585,968.40 | 572,206.25 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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 N/B NOTES DTD 01/15/2022 1.125% 01/15/2025 | 91282CDS7 | 1,265,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,244,888.48 | 1.69 | 5,385.86 | 1,246,839.03 | 1,215,190.63 |
| 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 | 761.33 | 133,943.51 | 127,643.75 |
| 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 | 350.65 | 550,047.20 | 511,640.63 |
| 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 | 194.81 | 453,655.04 | 423,128.15 |
| US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025 | 91282CAT8 | 350,000.00 | AA+ | Aaa | 03/01/22 | 03/01/22 | 333,361.33 | 1.59 | 76.09 | 334,503.69 | 321,289.08 |
| 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 | 89.13 | 402,709.81 | 376,367.21 |
| 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 | 2.15 | 205,413.43 | 193,134.38 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | 91282CBC4 | 190,000.00 | AA+ | Aaa | 04/05/21 | 04/07/21 | 185,494.92 | 0.89 | 299.17 | 186,589.27 | 174,414.07 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | 91282CBC4 | 350,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 347,867.19 | 0.50 | 551.11 | 348,460.94 | 321,289.08 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | 91282CBH3 | 160,000.00 | AA+ | Aaa | 05/03/22 | 05/04/22 | 145,500.00 | 2.95 | 200.55 | 145,796.78 | 146,524.99 |
| US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026 | 9128286A3 | 255,000.00 | AA+ | Aaa | 02/04/21 | 02/08/21 | 282,063.87 | 0.47 | 2,237.41 | 274,948.07 | 253,485.94 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | 91282CBH3 | 270,000.00 | AA+ | Aaa | 02/26/21 | 02/26/21 | 264,410.16 | 0.80 | 338.43 | 265,838.67 | 247,260.92 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | 91282CBH3 | 475,000.00 | AA+ | Aaa | 07/02/21 | 07/07/21 | 465,871.09 | 0.80 | 595.39 | 467,670.62 | 434,996.07 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | 91282CBH3 | 1,320,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,246,626.56 | 1.84 | 1,654.56 | 1,251,863.89 | 1,208,831.19 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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 02/28/2021 0.500% 02/28/2026 | 91282CBQ3 | 310,000.00 | AA+ | Aaa | 03/05/21 | 03/09/21 | 305,676.95 | 0.79 | 391.71 | 306,745.22 | 284,618.75 |
| US TREASURY NOTES | DTD 02/28/2021 0.500% 02/28/2026 | 91282CBQ3 | 630,000.00 | AA+ | Aaa | 12/03/21 | 12/07/21 | 613,019.53 | 1.15 | 796.06 | 614,955.13 | 578,418.75 |
| US TREASURY N/B NOTES | DTD 05/31/2021 0.750% 05/31/2026 | 91282CCF6 | 290,000.00 | AA+ | Aaa | 06/02/21 | 06/04/21 | 289,365.62 | 0.79 | 5.94 | 289,491.66 | 267,343.75 |
| US TREASURY N/B NOTES | DTD 09/30/2021 0.875% 09/30/2026 | 91282CCZ2 | 300,000.00 | AA+ | Aaa | 04/05/22 | 04/07/22 | 276,222.66 | 2.77 | 444.67 | 277,021.53 | 276,093.75 |
| Security Type Sub-Total | | | 13,785,000.00 | | | | | 13,579,626.57 | 1.42 | 22,731.80 | 13,583,792.64 | 13,099,747.71 |
| Supra-National Agency Bond / Note | | | | | | | | | | | | |
| INTL BK RECON & DEVELOP NOTES | DTD 11/24/2020 0.250% 11/24/2023 | 459058JM6 | 150,000.00 | AAA | Aaa | 11/17/20 | 11/24/20 | 149,677.50 | 0.32 | 7.29 | 149,840.66 | 145,221.30 |
| 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 | 283.33 | 299,828.84 | 285,347.40 |
| Security Type Sub-Total | | | 450,000.00 | | | | | 449,455.50 | 0.46 | 290.62 | 449,669.50 | 430,568.70 |
| 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 | 191,287.57 | 189,659.90 |
| 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 | 188,330.00 |
| 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 | 126,453.15 |
| 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 | 40,182.07 | 37,682.80 |
| 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 | 103,627.70 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|-----------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Municipal Bond / Note | | | | | | | | | | | |
| LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025 | 54438CYK2 | 80,000.00 | AA+ | Aaa | 10/30/20 | 11/10/20 | 80,000.00 | 0.77 | 206.13 | 80,000.00 | 74,034.40 |
| NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026 | 646140DP5 | 40,000.00 | AA- | A1 | 01/22/21 | 02/04/21 | 40,000.00 | 1.05 | 174.50 | 40,000.00 | 36,525.60 |

| | | | | | | | | | | | |
|--------------------------------|--|-------------------|--|--|--|--|-------------------|-------------|-----------------|-------------------|-------------------|
| Security Type Sub-Total | | 795,000.00 | | | | | 799,084.70 | 1.06 | 2,055.01 | 796,469.64 | 756,313.55 |
|--------------------------------|--|-------------------|--|--|--|--|-------------------|-------------|-----------------|-------------------|-------------------|

Federal Agency Commercial Mortgage-Backed Security

| | | | | | | | | | | | |
|--|-----------|------------|-----|-----|----------|----------|------------|------|--------|------------|------------|
| FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 39,782.21 | AA+ | Aaa | 04/04/18 | 04/09/18 | 40,120.97 | 2.88 | 102.44 | 39,795.33 | 39,780.29 |
| FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022 | 3137AWOH1 | 89,671.95 | AA+ | Aaa | 09/04/19 | 09/09/19 | 90,996.01 | 1.78 | 172.39 | 89,748.36 | 89,531.21 |
| FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 77,547.93 | AA+ | Aaa | 12/13/19 | 12/18/19 | 81,316.28 | 2.14 | 216.23 | 79,116.64 | 77,881.65 |
| 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 | 112,908.81 | 110,171.78 |

| | | | | | | | | | | | |
|--------------------------------|--|-------------------|--|--|--|--|-------------------|-------------|---------------|-------------------|-------------------|
| Security Type Sub-Total | | 317,002.09 | | | | | 327,881.70 | 2.07 | 771.74 | 321,569.14 | 317,364.93 |
|--------------------------------|--|-------------------|--|--|--|--|-------------------|-------------|---------------|-------------------|-------------------|

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 | 254,751.16 | 250,349.82 |
| FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023 | 3137EAEN5 | 325,000.00 | AA+ | Aaa | 01/07/19 | 01/09/19 | 327,281.50 | 2.58 | 4,021.88 | 325,538.73 | 326,843.08 |
| 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 | 174,818.00 | 171,376.28 |
| 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 | 279,777.89 | 273,878.36 |
| 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 | 184,922.84 | 180,449.56 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Federal Agency Bond / Note | | | | | | | | | | | | |
| FANNIE MAE NOTES DTD 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 | 329,820.81 | 332,380.95 |
| 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 | 249,811.77 | 243,212.75 |
| 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 | 191,753.96 | 192,723.27 |
| 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 | 130.56 | 199,430.04 | 187,524.80 |
| 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 | 259,689.92 | 244,489.18 |
| 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 | 361,092.27 | 338,523.48 |
| 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 | 199,638.81 | 188,322.80 |
| FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025 | | 3135G04Z3 | 175,000.00 | AA+ | Aaa | 07/02/20 | 07/07/20 | 175,201.25 | 0.48 | 398.61 | 175,123.91 | 163,300.20 |
| 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 | 225,683.82 | 209,957.40 |
| 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 | 304,615.10 | 284,608.92 |
| 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 | 184,421.16 | 171,446.16 |
| FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025 | | 3135G05X7 | 195,000.00 | AA+ | Aaa | 08/25/20 | 08/27/20 | 194,087.40 | 0.47 | 195.00 | 194,409.11 | 180,245.52 |
| FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025 | | 3135G05X7 | 420,000.00 | AA+ | Aaa | 10/21/20 | 10/22/20 | 417,727.80 | 0.49 | 420.00 | 418,482.20 | 388,221.12 |
| FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025 | | 3137EAEX3 | 285,000.00 | AA+ | Aaa | 09/23/20 | 09/25/20 | 284,142.15 | 0.44 | 201.88 | 284,430.92 | 263,111.72 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------------------------------|--------------|---------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Federal Agency Bond / Note | | | | | | | | | | | | |
| FANNIE MAE NOTES | | 3135G06G3 | 185,000.00 | AA+ | Aaa | 11/09/20 | 11/12/20 | 184,337.70 | 0.57 | 61.67 | 184,543.55 | 170,929.27 |
| DTD 11/12/2020 0.500% 11/07/2025 | | | | | | | | | | | | |
| Security Type Sub-Total | | | 4,985,000.00 | | | | | 4,984,435.19 | 0.88 | 13,207.80 | 4,982,755.97 | 4,761,894.64 |
| Corporate Note | | | | | | | | | | | | |
| ADOBE INC CORP NOTE | | 00724PAA7 | 100,000.00 | A+ | A2 | 01/22/20 | 02/03/20 | 99,863.00 | 1.75 | 566.67 | 99,969.32 | 99,295.80 |
| DTD 02/03/2020 1.700% 02/01/2023 | | | | | | | | | | | | |
| PFIZER INC CORP NOTES | | 717081ES8 | 260,000.00 | A+ | A2 | 04/02/19 | 04/04/19 | 263,146.00 | 2.69 | 1,619.22 | 261,104.11 | 261,126.32 |
| DTD 03/11/2019 2.950% 03/15/2024 | | | | | | | | | | | | |
| MORGAN STANLEY CORP NOTES (CALLABLE) | | 61772BAA1 | 25,000.00 | A- | A1 | 04/19/21 | 04/22/21 | 25,000.00 | 0.73 | 28.43 | 25,000.00 | 24,468.80 |
| DTD 04/22/2021 0.731% 04/05/2024 | | | | | | | | | | | | |
| MORGAN STANLEY CORP NOTES (CALLABLE) | | 61772BAA1 | 75,000.00 | A- | A1 | 04/20/21 | 04/22/21 | 75,094.50 | 0.69 | 85.28 | 75,040.82 | 73,406.40 |
| DTD 04/22/2021 0.731% 04/05/2024 | | | | | | | | | | | | |
| AMAZON.COM INC CORPORATE NOTES | | 023135BW5 | 115,000.00 | AA | A1 | 05/10/21 | 05/12/21 | 114,832.10 | 0.50 | 27.31 | 114,891.08 | 110,262.58 |
| DTD 05/12/2021 0.450% 05/12/2024 | | | | | | | | | | | | |
| TEXAS INSTRUMENTS INC CORP NOTES (CALLAB | | 882508BB9 | 300,000.00 | A+ | Aa3 | 02/23/22 | 02/25/22 | 304,716.00 | 1.90 | 350.00 | 304,111.55 | 299,641.80 |
| DTD 05/04/2017 2.625% 05/15/2024 | | | | | | | | | | | | |
| WALMART INC CORPORATE NOTES | | 931142EL3 | 360,000.00 | AA | Aa2 | 07/10/19 | 07/12/19 | 371,235.60 | 2.19 | 4,075.50 | 362,602.27 | 361,269.36 |
| DTD 04/23/2019 2.850% 07/08/2024 | | | | | | | | | | | | |
| JPMORGAN CHASE & CO CORPORATE NOTES (CAL | | 46647PBS4 | 115,000.00 | A- | A2 | 09/09/20 | 09/16/20 | 115,000.00 | 0.65 | 156.45 | 115,000.00 | 111,288.26 |
| DTD 09/16/2020 0.653% 09/16/2024 | | | | | | | | | | | | |
| BANK OF AMERICA CORP (CALLABLE) CORPORAT | | 06051GJH3 | 150,000.00 | A- | A2 | 10/16/20 | 10/21/20 | 150,000.00 | 0.81 | 124.88 | 150,000.00 | 144,616.05 |
| DTD 10/21/2020 0.810% 10/24/2024 | | | | | | | | | | | | |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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 | | | | | | | | | | | | |
| JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/10/2022 1.250% 01/10/2025 | | 24422EVY2 | 190,000.00 | A | A2 | 03/08/22 | 03/10/22 | 185,200.60 | 2.17 | 930.21 | 185,584.74 | 181,644.94 |
| 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 | 198,656.51 | 189,208.27 |
| 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 | 60,335.94 | 57,905.94 |
| 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 | 90,503.91 | 86,858.91 |
| 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 | 300,878.35 | 287,280.44 |
| AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025 | | 023135CE4 | 245,000.00 | AA | A1 | 04/11/22 | 04/13/22 | 244,610.45 | 3.06 | 980.00 | 244,627.87 | 245,742.60 |
| 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 | 47,440.30 |
| 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 | 55,106.46 | 52,184.33 |
| 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 | 145,758.42 | 136,105.52 |
| 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 | 109,140.75 |
| 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 | 119.47 | 50,000.00 | 47,058.25 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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 | | | | | | | | | | | |
| 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 | 71,436.93 | 66,171.82 |
| BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026 | 06051GKM0 | 220,000.00 | A- | A2 | 03/17/22 | 03/22/22 | 220,000.00 | 3.38 | 1,426.92 | 220,000.00 | 217,019.88 |
| TARGET CORP CORPORATE NOTES DTD 01/24/2022 1.950% 01/15/2027 | 87612EBM7 | 25,000.00 | A | A2 | 01/19/22 | 01/24/22 | 24,957.50 | 1.99 | 171.98 | 24,960.49 | 23,581.73 |
| TARGET CORP CORPORATE NOTES DTD 01/24/2022 1.950% 01/15/2027 | 87612EBM7 | 125,000.00 | A | A2 | 01/27/22 | 01/31/22 | 124,923.75 | 1.96 | 859.90 | 124,928.85 | 117,908.62 |
| BANK OF NY MELLON CORP (CALLABLE) CORPOROR DTD 01/26/2022 2.050% 01/26/2027 | 06406RBA4 | 200,000.00 | A | A1 | 01/26/22 | 01/28/22 | 200,644.00 | 1.98 | 1,423.61 | 200,599.46 | 187,487.60 |
| Security Type Sub-Total | | 3,617,000.00 | | | | | 3,671,363.78 | 1.75 | 17,556.69 | 3,646,097.08 | 3,538,115.27 |
| Certificate of Deposit | | | | | | | | | | | |
| 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 | 1,447.96 | 295,000.00 | 295,244.56 |
| BARCLAYS BANK PLC NY CERT DEPOS DTD 02/03/2022 1.050% 02/01/2023 | 06742TG34 | 250,000.00 | A-1 | P-1 | 02/02/22 | 02/03/22 | 250,000.00 | 1.05 | 860.42 | 250,000.00 | 247,350.09 |
| CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023 | 22552G3C2 | 155,000.00 | A-1 | P-1 | 03/19/21 | 03/23/21 | 155,000.00 | 0.59 | 193.06 | 155,000.00 | 152,606.49 |
| Security Type Sub-Total | | 700,000.00 | | | | | 700,000.00 | 1.29 | 2,501.44 | 700,000.00 | 695,201.14 |
| Asset-Backed Security | | | | | | | | | | | |
| HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 3,274.14 | AAA | NR | 02/19/19 | 02/27/19 | 3,274.05 | 2.83 | 3.35 | 3,274.12 | 3,276.23 |
| HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 688.70 | AAA | NR | 04/03/19 | 04/10/19 | 688.61 | 2.66 | 0.81 | 688.68 | 689.01 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

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 | | | | | | | | | | | |
| HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 13,344.45 | NR | Aaa | 05/21/19 | 05/29/19 | 13,343.95 | 2.52 | 9.34 | 13,344.32 | 13,363.90 |
| TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 15,980.44 | AAA | Aaa | 02/05/19 | 02/13/19 | 15,977.53 | 2.91 | 20.67 | 15,979.70 | 16,014.04 |
| ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 2,670.78 | NR | Aaa | 02/05/19 | 02/13/19 | 2,670.46 | 2.91 | 3.45 | 2,670.69 | 2,670.51 |
| NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 11,805.14 | NR | Aaa | 02/05/19 | 02/13/19 | 11,803.35 | 2.90 | 15.22 | 11,804.61 | 11,824.64 |
| COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 11,698.73 | AAA | Aaa | 05/21/19 | 05/30/19 | 11,696.35 | 2.51 | 13.05 | 11,697.95 | 11,713.74 |
| NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 19,558.61 | NR | Aaa | 05/21/19 | 05/28/19 | 19,554.18 | 2.51 | 21.73 | 19,557.17 | 19,591.27 |
| HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 59,314.14 | NR | Aaa | 02/19/20 | 02/26/20 | 59,302.52 | 1.61 | 26.53 | 59,308.85 | 59,145.29 |
| TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024 | 89232HAC9 | 75,503.70 | AAA | Aaa | 02/04/20 | 02/12/20 | 75,498.25 | 1.66 | 55.70 | 75,501.20 | 75,347.22 |
| CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 63,745.42 | AAA | NR | 01/14/20 | 01/22/20 | 63,732.91 | 1.89 | 53.55 | 63,738.93 | 63,525.06 |
| 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 | 54,999.30 | 53,902.66 |
| 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 | 44,996.45 | 43,794.50 |
| 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 | 29,995.70 | 29,422.17 |
| TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026 | 89239BAC5 | 70,000.00 | AAA | Aaa | 09/21/21 | 09/27/21 | 69,994.42 | 0.43 | 13.38 | 69,995.30 | 67,319.16 |
| CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 65,000.00 | AAA | NR | 04/13/21 | 04/21/21 | 64,985.99 | 0.52 | 15.02 | 64,989.22 | 62,641.62 |

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

| 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 | | | | | | | | | | | | |
| 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 | 11.51 | 34,993.12 | 33,686.06 |
| DCENT 2021-A1 A1 | DTD 09/27/2021 0.580% 09/15/2026 | 254683CP8 | 55,000.00 | AAA | Aaa | 09/20/21 | 09/27/21 | 54,988.22 | 0.58 | 14.18 | 54,989.82 | 52,039.81 |
| Security Type Sub-Total | | | 632,584.25 | | | | | 632,491.31 | 1.15 | 293.75 | 632,525.13 | 619,966.89 |
| Managed Account Sub-Total | | | 25,281,586.34 | | | | | 25,144,338.75 | 1.33 | 59,408.85 | 25,112,879.10 | 24,219,172.83 |
| Securities Sub-Total | | | \$25,281,586.34 | | | | | \$25,144,338.75 | 1.33% | \$59,408.85 | \$25,112,879.10 | \$24,219,172.83 |
| Accrued Interest | | | | | | | | | | | | \$59,408.85 |
| Total Investments | | | | | | | | | | | | \$24,278,581.68 |

Managed Account Security Transactions & Interest

For the Month Ending May 31, 2022

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

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|----------|---|-----------|------------|--------------------|------------------|--------------|-------------------|-------------------------|-------------|
| BUY | | | | | | | | | | | |
| | 05/03/22 | 05/04/22 | US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | 91282CBH3 | 160,000.00 | (145,500.00) | (154.14) | (145,654.14) | | | |

| | | | | | | | | | | | |
|-----------------------------------|--|--|--|--|-------------------|---------------------|-----------------|---------------------|--|--|--|
| Transaction Type Sub-Total | | | | | 160,000.00 | (145,500.00) | (154.14) | (145,654.14) | | | |
|-----------------------------------|--|--|--|--|-------------------|---------------------|-----------------|---------------------|--|--|--|

| | | | | | | | | | | | |
|-----------------|----------|----------|--|-----------|------------|------|--------|--------|--|--|--|
| INTEREST | | | | | | | | | | | |
| | 05/01/22 | 05/01/22 | CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025 | 172967MX6 | 105,000.00 | 0.00 | 515.03 | 515.03 | | | |
| | 05/01/22 | 05/01/22 | MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024 | 605581MZ7 | 200,000.00 | 0.00 | 565.00 | 565.00 | | | |
| | 05/01/22 | 05/25/22 | FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 46,447.62 | 0.00 | 119.60 | 119.60 | | | |
| | 05/01/22 | 05/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022 | 3137AWQH1 | 92,332.87 | 0.00 | 177.51 | 177.51 | | | |
| | 05/01/22 | 05/25/22 | FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 85,999.54 | 0.00 | 291.96 | 291.96 | | | |
| | 05/01/22 | 05/25/22 | FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024 | 3137BGK24 | 110,000.00 | 0.00 | 280.68 | 280.68 | | | |
| | 05/01/22 | 05/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022 | 3137BLUR7 | 8,014.19 | 0.00 | 18.14 | 18.14 | | | |
| | 05/02/22 | 05/02/22 | MONEY MARKET FUND | MONEY0002 | 0.00 | 0.00 | 16.86 | 16.86 | | | |
| | 05/07/22 | 05/07/22 | FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025 | 3135G06G3 | 185,000.00 | 0.00 | 462.50 | 462.50 | | | |
| | 05/12/22 | 05/12/22 | AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024 | 023135BW5 | 115,000.00 | 0.00 | 258.75 | 258.75 | | | |
| | 05/13/22 | 05/13/22 | 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 | | | |
| | 05/15/22 | 05/15/22 | HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 35,000.00 | 0.00 | 21.58 | 21.58 | | | |
| | 05/15/22 | 05/15/22 | TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026 | 89239BAC5 | 70,000.00 | 0.00 | 25.08 | 25.08 | | | |
| | 05/15/22 | 05/15/22 | HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 3,833.46 | 0.00 | 8.50 | 8.50 | | | |

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

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

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|---|-----------|------------|--------------------|------------------|----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/15/22 | 05/15/22 | CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 65,000.00 | 0.00 | 28.17 | 28.17 | | | |
| 05/15/22 | 05/15/22 | CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 68,740.58 | 0.00 | 108.27 | 108.27 | | | |
| 05/15/22 | 05/15/22 | TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 20,897.29 | 0.00 | 50.68 | 50.68 | | | |
| 05/15/22 | 05/15/22 | TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024 | 882508BB9 | 300,000.00 | 0.00 | 3,937.50 | 3,937.50 | | | |
| 05/15/22 | 05/15/22 | COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 15,552.33 | 0.00 | 32.53 | 32.53 | | | |
| 05/15/22 | 05/15/22 | DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026 | 254683CP8 | 55,000.00 | 0.00 | 26.58 | 26.58 | | | |
| 05/15/22 | 05/15/22 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 4,782.13 | 0.00 | 11.60 | 11.60 | | | |
| 05/15/22 | 05/15/22 | 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 | | | |
| 05/15/22 | 05/15/22 | NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 15,785.50 | 0.00 | 38.15 | 38.15 | | | |
| 05/15/22 | 05/15/22 | CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025 | 14316NAC3 | 30,000.00 | 0.00 | 8.50 | 8.50 | | | |
| 05/15/22 | 05/15/22 | TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024 | 89232HAC9 | 83,482.97 | 0.00 | 115.48 | 115.48 | | | |
| 05/15/22 | 05/15/22 | HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 45,000.00 | 0.00 | 14.25 | 14.25 | | | |
| 05/15/22 | 05/15/22 | NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 23,675.23 | 0.00 | 49.32 | 49.32 | | | |
| 05/15/22 | 05/15/22 | US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023 | 912828WE6 | 355,000.00 | 0.00 | 4,881.25 | 4,881.25 | | | |
| 05/18/22 | 05/18/22 | HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 6,923.62 | 0.00 | 16.33 | 16.33 | | | |
| 05/21/22 | 05/21/22 | HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025 | 43813GAC5 | 55,000.00 | 0.00 | 12.38 | 12.38 | | | |

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

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

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|--|-----------|---------------------|--------------------|------------------|------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/21/22 | 05/21/22 | HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 17,544.22 | 0.00 | 36.84 | 36.84 | | | |
| 05/21/22 | 05/21/22 | HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 65,174.24 | 0.00 | 87.44 | 87.44 | | | |
| 05/22/22 | 05/22/22 | 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 | | | |
| 05/22/22 | 05/22/22 | FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023 | 3135G04O3 | 255,000.00 | 0.00 | 318.75 | 318.75 | | | |
| 05/24/22 | 05/24/22 | INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023 | 459058JM6 | 150,000.00 | 0.00 | 187.50 | 187.50 | | | |
| 05/28/22 | 05/28/22 | FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025 | 3134GVB31 | 200,000.00 | 0.00 | 750.00 | 750.00 | | | |
| 05/31/22 | 05/31/22 | US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025 | 91282CAZ4 | 210,000.00 | 0.00 | 393.75 | 393.75 | | | |
| 05/31/22 | 05/31/22 | 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 | | | |
| 05/31/22 | 05/31/22 | US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026 | 91282CCF6 | 290,000.00 | 0.00 | 1,087.50 | 1,087.50 | | | |
| 05/31/22 | 05/31/22 | US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023 | 912828U57 | 460,000.00 | 0.00 | 4,887.50 | 4,887.50 | | | |
| Transaction Type Sub-Total | | | | 5,196,185.79 | 0.00 | 33,702.89 | 33,702.89 | | | |

| | | | | | | | | | | |
|-----------------|----------|--|-----------|----------|----------|------|----------|----------|------|--|
| PAYDOWNS | | | | | | | | | | |
| 05/01/22 | 05/25/22 | FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 6,665.41 | 6,665.41 | 0.00 | 6,665.41 | (56.76) | 0.00 | |
| 05/01/22 | 05/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022 | 3137BLUR7 | 8,014.19 | 8,014.19 | 0.00 | 8,014.19 | (20.03) | 0.00 | |
| 05/01/22 | 05/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022 | 3137AWOH1 | 2,660.92 | 2,660.92 | 0.00 | 2,660.92 | (39.29) | 0.00 | |
| 05/01/22 | 05/25/22 | FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 8,451.61 | 8,451.61 | 0.00 | 8,451.61 | (410.70) | 0.00 | |
| 05/15/22 | 05/15/22 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 2,111.35 | 2,111.35 | 0.00 | 2,111.35 | 0.25 | 0.00 | |

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

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

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------------------------|----------|--|-----------|-------------------|--------------------|--------------------|---------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| PAYDOWNS | | | | | | | | | | |
| 05/15/22 | 05/15/22 | NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 3,980.36 | 3,980.36 | 0.00 | 3,980.36 | 0.60 | 0.00 | |
| 05/15/22 | 05/15/22 | TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 4,916.85 | 4,916.85 | 0.00 | 4,916.85 | 0.90 | 0.00 | |
| 05/15/22 | 05/15/22 | HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 3,144.76 | 3,144.76 | 0.00 | 3,144.76 | 0.41 | 0.00 | |
| 05/15/22 | 05/15/22 | COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 3,853.60 | 3,853.60 | 0.00 | 3,853.60 | 0.78 | 0.00 | |
| 05/15/22 | 05/15/22 | NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 4,116.62 | 4,116.62 | 0.00 | 4,116.62 | 0.93 | 0.00 | |
| 05/15/22 | 05/15/22 | TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024 | 89232HAC9 | 7,979.27 | 7,979.27 | 0.00 | 7,979.27 | 0.58 | 0.00 | |
| 05/15/22 | 05/15/22 | CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 4,995.16 | 4,995.16 | 0.00 | 4,995.16 | 0.98 | 0.00 | |
| 05/18/22 | 05/18/22 | HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 3,649.48 | 3,649.48 | 0.00 | 3,649.48 | 0.09 | 0.00 | |
| 05/21/22 | 05/21/22 | HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 4,199.77 | 4,199.77 | 0.00 | 4,199.77 | 0.16 | 0.00 | |
| 05/21/22 | 05/21/22 | HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 5,860.10 | 5,860.10 | 0.00 | 5,860.10 | 1.15 | 0.00 | |
| Transaction Type Sub-Total | | | | 74,599.45 | 74,599.45 | 0.00 | 74,599.45 | (519.95) | 0.00 | |
| SELL | | | | | | | | | | |
| 05/03/22 | 05/04/22 | DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022 | 23341VZT1 | 145,000.00 | 144,949.80 | 1,257.15 | 146,206.95 | (50.20) | (50.20) | FIFO |
| Transaction Type Sub-Total | | | | 145,000.00 | 144,949.80 | 1,257.15 | 146,206.95 | (50.20) | (50.20) | |
| Managed Account Sub-Total | | | | | 74,049.25 | 34,805.90 | 108,855.15 | (570.15) | (50.20) | |
| Total Security Transactions | | | | | \$74,049.25 | \$34,805.90 | \$108,855.15 | (\$570.15) | (\$50.20) | |



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – April 2022

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for April of 2022

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 April 30, 2022. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of April 30, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 3/31/2022 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 4/30/2022 |
|-------------------------------------|------------------|----------------------------|---------------------------------|--------------------------------------|------------------------|-------------------------|----------------------------|
| CASH ON HAND | | | | | | | |
| Wells Fargo-General Checking | N/A | 13,843,308.30 | (1,908,683.21) | - | - | - | 11,934,625.09 |
| Wells Fargo-Road Maintenance | N/A | 1,138,600.81 | 81,931.57 | - | - | - | 1,220,532.38 |
| Wells Fargo-Gas Tax | N/A | 216,519.99 | 82,227.22 | - | - | - | 298,747.21 |
| Mechanics Bank - Payroll Acct | N/A | 169,756.47 | 155,327.67 | - | - | - | 325,084.14 |
| Petty Cash | N/A | 3,500.00 | - | - | - | - | 3,500.00 |
| Total Cash on Hand | | 15,371,685.57 | (1,589,196.75) | - | - | - | 13,782,488.82 |
| INVESTMENTS | | | | | | | |
| State of California - LAIF | 0.52% | 12,905,685.78 | - | 8,681.73 | - | - | 12,914,367.51 |
| Investment Management Acct | 1.33% | 24,548,642.50 | - | (388,057.65) | - | - | 24,160,584.85 |
| Total Investments | | 37,454,328.28 | - | (379,375.92) | - | - | 37,074,952.36 |
| CASH WITH FISCAL AGENT | | | | | | | |
| US Bank | varies | 5,466,294.02 | 450,314.33 | 23.44 | (240,097.04) | - | 5,676,534.75 ① |
| Wells Fargo Bank, N.A. | 5.83% | 4.30 | - | - | - | - | 4.30 ② |
| Wilmington Trust, N. A. | 0.03% | 0.70 | - | - | - | - | 0.70 ③ |
| Total Cash with Fiscal Agent | | 5,466,299.02 | 450,314.33 | 23.44 | (240,097.04) | - | 5,676,539.75 |
| Grand Total | | 58,292,312.87 | (1,138,882.42) | (379,352.48) | (240,097.04) | - | 56,533,980.93 |

Completed By: **E. Stoddard**
 Reviewed By: **Nathan Statham-Finance Director**

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of April 30, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 3/31/2022 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 4/30/2022 |
|---|------------------|----------------------------|---------------------------------|--------------------------------------|------------------------|-------------------------|----------------------------|
| CASH WITH FISCAL AGENT | | | | | | | |
| US Bank | | | | | | | |
| COACHELLA WATER AUTHORITY | | | | | | | |
| <u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u> | | | | | | | |
| A/C #: 6712016201 Bond Fund | 0.03% | 0.39 | - | - | - | - | 0.39 |
| A/C #: 6712016202 Interest Account | 0.03% | - | - | - | - | - | - |
| 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 | | | | | | | |
| <u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u> | | | | | | | |
| A/C #: 6712104701 Debt Service Fund | 0.00% | 0.51 | - | - | - | - | 0.51 |
| 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 | | | | | | | |
| <u>WASTEWATER SERIES 2015A</u> | | | | | | | |
| A/C #: 6712148601 Bond Fund | 0.00% | - | 9.53 | 11.67 | - | - | 21.20 |
| A/C #: 6712148602 Interest Account | 0.00% | 65,087.51 | - | 2.58 | (65,090.09) | - | - |
| A/C #: 6712148603 Principal Account | 0.00% | 175,000.00 | - | 6.95 | (175,006.95) | - | - |
| A/C #: 6712148604 Reserve Account | 0.00% | 310,175.00 | - | - | - | - | 310,175.00 |
| A/C #: 6712148605 Redemption Fund | 0.00% | - | - | - | - | - | - |
| <u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u> | | | | | | | |
| A/C #: 6711963500 Project Fund 2011 | 0.0100% | 25,270.40 | - | 2.24 | - | - | 25,272.64 |

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of April 30, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 3/31/2022 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 4/30/2022 |
|---|------------------|----------------------------|---------------------------------|--------------------------------------|------------------------|-------------------------|----------------------------|
| COACHELLA SUCCESSOR AGENCY | | | | | | | |
| MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013 | | | | | | | |
| A/C #: 6712071401 Interest Account | 0.00% | 0.17 | - | - | - | - | 0.17 |
| 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 |
| SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B | | | | | | | |
| A/C #: 6712160601 Debt Service | 0.00% | 1.32 | - | - | - | - | 1.32 |
| 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 | 0.0000% | 0.42 | 450,304.80 | - | - | - | 450,305.22 |
| A/C #: 6712179802 Interest Account | 0.0000% | - | 160.41 | - | - | - | 160.41 |
| A/C #: 6712179803 Principal Account | 0.0000% | - | - | - | - | - | - |
| A/C #: 6712179804 Reserve Account | 0.0000% | 612,331.26 | - | - | - | - | 612,331.26 |
| A/C #: 6712179805 Project Fund | 0.0000% | 160.41 | (160.41) | - | - | - | - |
| TOTAL US Bank | | 5,466,294.02 | 450,314.33 | 23.44 | (240,097.04) | - | 5,676,534.75 |
| WELLS FARGO BANK, N.A. | | | | | | | |
| GAS TAX BONDS SERIES 2019 | | | | | | | |
| A/C #: 83925300 Debt Service Fund | 0.0000% | 2.61 | - | - | - | - | 2.61 |
| A/C #: 83925301 Interest Account | 0.0000% | 0.78 | - | - | - | - | 0.78 |
| A/C #: 83925302 Principal Account | 0.0000% | 0.91 | - | - | - | - | 0.91 |
| TOTAL WELLS FARGO BANK, N.A. | | 4.30 | - | - | - | - | 4.30 |

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of April 30, 2022
 Fiscal Year 2021-2022

| DESCRIPTION | CURRENT | BALANCE AS OF | NET: DEPOSITS/ | INTEREST EARNED / | PAYMENT OF | PAYMENT OF | BALANCE AS OF |
|---|---------|---------------------|-------------------|-------------------|---------------------|------------|---------------------|
| | YIELD | 3/31/2022 | (WITHDRAWALS) | CHANGE IN VALUE | INTEREST | PRINCIPAL | 4/30/2022 |
| WILMINGTON TRUST, N. A. | | | | | | | |
| CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS | | | | | | | |
| A/C #: 144613-001 Interest Account | 0.03% | 0.70 | - | - | - | - | 0.70 |
| A/C #: 144613-002 Principal Account | 0.00% | - | - | - | - | - | - |
| TOTAL WILMINGTON TRUST BANK, N.A. | | 0.70 | - | - | - | - | 0.70 |
| TOTAL CASH WITH FISCAL AGENT | | 5,466,299.02 | 450,314.33 | 23.44 | (240,097.04) | - | 5,676,539.75 |

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Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

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 09/15/2019 1.500% 09/15/2022 | | 912828YF1 | 140,000.00 | AA+ | Aaa | 01/06/22 | 01/10/22 | 141,110.16 | 0.33 | 268.21 | 140,613.27 | 140,131.25 |
| US TREASURY NOTES DTD 07/15/2020 0.125% 07/15/2023 | | 912828ZY9 | 1,270,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,249,015.23 | 1.31 | 464.85 | 1,251,966.21 | 1,236,265.63 |
| US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023 | | 912828S92 | 140,000.00 | AA+ | Aaa | 04/02/19 | 04/04/19 | 134,071.88 | 2.28 | 435.08 | 138,288.02 | 138,053.13 |
| 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 | 4,503.69 | 356,180.43 | 355,998.44 |
| 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 | 4,081.87 | 457,336.64 | 456,837.50 |
| 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 | 614.19 | 70,070.50 | 70,021.88 |
| US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024 | | 912828X70 | 350,000.00 | AA+ | Aaa | 06/03/19 | 06/05/19 | 351,585.94 | 1.90 | 19.02 | 350,646.42 | 345,132.83 |
| US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024 | | 91282CCL3 | 1,285,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,248,206.84 | 1.59 | 1,411.02 | 1,251,224.05 | 1,219,143.75 |
| 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 | 660.39 | 125,872.34 | 123,183.60 |
| US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024 | | 9128282U3 | 165,000.00 | AA+ | Aaa | 09/03/19 | 09/05/19 | 169,299.02 | 1.33 | 521.23 | 167,012.66 | 161,467.98 |
| US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024 | | 9128282Y5 | 295,000.00 | AA+ | Aaa | 10/01/19 | 10/03/19 | 303,815.43 | 1.50 | 530.96 | 299,267.56 | 290,114.06 |
| US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024 | | 912828YM6 | 195,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 203,630.27 | 0.33 | 7.95 | 200,683.05 | 188,662.50 |
| US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | | 9128283J7 | 425,000.00 | AA+ | Aaa | 01/03/20 | 01/07/20 | 434,844.73 | 1.63 | 3,771.29 | 430,194.76 | 417,164.06 |
| US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | | 9128283J7 | 580,000.00 | AA+ | Aaa | 12/02/19 | 12/04/19 | 591,917.19 | 1.69 | 5,146.70 | 586,171.05 | 569,306.25 |

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

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 N/B NOTES DTD 01/15/2022 1.125% 01/15/2025 | | 91282CDS7 | 1,265,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,244,888.48 | 1.69 | 4,167.16 | 1,246,251.97 | 1,207,481.97 |
| 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 | 538.67 | 134,066.99 | 126,912.50 |
| US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025 | | 91282CAJ0 | 555,000.00 | AA+ | Aaa | 08/02/21 | 08/06/21 | 548,799.61 | 0.53 | 233.76 | 549,917.85 | 507,998.44 |
| 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 | 97.40 | 453,493.42 | 420,037.50 |
| US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025 | | 91282CAT8 | 350,000.00 | AA+ | Aaa | 03/01/22 | 03/01/22 | 333,361.33 | 1.59 | 2.38 | 334,118.76 | 318,937.50 |
| 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 | 2.78 | 402,528.72 | 373,612.50 |
| 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 | 328.85 | 205,302.18 | 191,756.25 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | | 91282CBC4 | 190,000.00 | AA+ | Aaa | 04/05/21 | 04/07/21 | 185,494.92 | 0.89 | 238.15 | 186,508.50 | 173,137.50 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | | 91282CBC4 | 350,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 347,867.19 | 0.50 | 438.71 | 348,424.50 | 318,937.50 |
| US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026 | | 9128286A3 | 255,000.00 | AA+ | Aaa | 02/04/21 | 02/08/21 | 282,063.87 | 0.47 | 1,664.19 | 275,409.55 | 252,091.42 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | | 91282CBH3 | 270,000.00 | AA+ | Aaa | 02/26/21 | 02/26/21 | 264,410.16 | 0.80 | 251.73 | 265,742.41 | 245,404.67 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | | 91282CBH3 | 475,000.00 | AA+ | Aaa | 07/02/21 | 07/07/21 | 465,871.09 | 0.80 | 442.85 | 467,501.06 | 431,730.45 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | | 91282CBH3 | 1,320,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,246,626.56 | 1.84 | 1,230.66 | 1,250,287.60 | 1,199,756.18 |
| US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026 | | 91282CBQ3 | 310,000.00 | AA+ | Aaa | 03/05/21 | 03/09/21 | 305,676.95 | 0.79 | 261.14 | 306,671.47 | 282,584.38 |

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

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 02/28/2021 0.500% 02/28/2026 | 91282CBQ3 | 630,000.00 | AA+ | Aaa | 12/03/21 | 12/07/21 | 613,019.53 | 1.15 | 530.71 | 614,614.20 | 574,284.37 |
| US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026 | 91282CCF6 | 290,000.00 | AA+ | Aaa | 06/02/21 | 06/04/21 | 289,365.62 | 0.79 | 908.24 | 289,480.87 | 265,395.30 |
| US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026 | 91282CCZ2 | 300,000.00 | AA+ | Aaa | 04/05/22 | 04/07/22 | 276,222.66 | 2.77 | 222.34 | 276,571.26 | 274,218.75 |
| Security Type Sub-Total | | 13,625,000.00 | | | | | 13,434,126.57 | 1.41 | 33,996.17 | 13,432,418.27 | 12,875,760.04 |
| Supra-National Agency Bond / Note | | | | | | | | | | | |
| INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023 | 459058JM6 | 150,000.00 | AAA | Aaa | 11/17/20 | 11/24/20 | 149,677.50 | 0.32 | 163.54 | 149,831.53 | 144,631.20 |
| 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 | 158.33 | 299,822.56 | 283,627.50 |
| Security Type Sub-Total | | 450,000.00 | | | | | 449,455.50 | 0.46 | 321.87 | 449,654.09 | 428,258.70 |
| 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 | 380.00 | 191,369.53 | 189,671.30 |
| 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 | 565.00 | 200,000.00 | 187,782.00 |
| 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 | 352.34 | 135,000.00 | 126,065.70 |
| 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 | 167.73 | 40,187.08 | 37,407.60 |
| FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 110,000.00 | AA | Aa3 | 09/03/20 | 09/16/20 | 110,000.00 | 1.26 | 461.27 | 110,000.00 | 102,870.90 |
| 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 | 154.60 | 80,000.00 | 73,268.00 |

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

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 09/15/2019 1.500% 09/15/2022 | | 912828YF1 | 140,000.00 | AA+ | Aaa | 01/06/22 | 01/10/22 | 141,110.16 | 0.33 | 268.21 | 140,613.27 | 140,131.25 |
| US TREASURY NOTES DTD 07/15/2020 0.125% 07/15/2023 | | 912828ZY9 | 1,270,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,249,015.23 | 1.31 | 464.85 | 1,251,966.21 | 1,236,265.63 |
| US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023 | | 912828S92 | 140,000.00 | AA+ | Aaa | 04/02/19 | 04/04/19 | 134,071.88 | 2.28 | 435.08 | 138,288.02 | 138,053.13 |
| 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 | 4,503.69 | 356,180.43 | 355,998.44 |
| 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 | 4,081.87 | 457,336.64 | 456,837.50 |
| 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 | 614.19 | 70,070.50 | 70,021.88 |
| US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024 | | 912828X70 | 350,000.00 | AA+ | Aaa | 06/03/19 | 06/05/19 | 351,585.94 | 1.90 | 19.02 | 350,646.42 | 345,132.83 |
| US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024 | | 91282CCL3 | 1,285,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,248,206.84 | 1.59 | 1,411.02 | 1,251,224.05 | 1,219,143.75 |
| 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 | 660.39 | 125,872.34 | 123,183.60 |
| US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024 | | 9128282U3 | 165,000.00 | AA+ | Aaa | 09/03/19 | 09/05/19 | 169,299.02 | 1.33 | 521.23 | 167,012.66 | 161,467.98 |
| US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024 | | 9128282Y5 | 295,000.00 | AA+ | Aaa | 10/01/19 | 10/03/19 | 303,815.43 | 1.50 | 530.96 | 299,267.56 | 290,114.06 |
| US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024 | | 912828YM6 | 195,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 203,630.27 | 0.33 | 7.95 | 200,683.05 | 188,662.50 |
| US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | | 9128283J7 | 425,000.00 | AA+ | Aaa | 01/03/20 | 01/07/20 | 434,844.73 | 1.63 | 3,771.29 | 430,194.76 | 417,164.06 |
| US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | | 9128283J7 | 580,000.00 | AA+ | Aaa | 12/02/19 | 12/04/19 | 591,917.19 | 1.69 | 5,146.70 | 586,171.05 | 569,306.25 |

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

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 N/B NOTES DTD 01/15/2022 1.125% 01/15/2025 | | 91282CDS7 | 1,265,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,244,888.48 | 1.69 | 4,167.16 | 1,246,251.97 | 1,207,481.97 |
| 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 | 538.67 | 134,066.99 | 126,912.50 |
| US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025 | | 91282CAJ0 | 555,000.00 | AA+ | Aaa | 08/02/21 | 08/06/21 | 548,799.61 | 0.53 | 233.76 | 549,917.85 | 507,998.44 |
| 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 | 97.40 | 453,493.42 | 420,037.50 |
| US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025 | | 91282CAT8 | 350,000.00 | AA+ | Aaa | 03/01/22 | 03/01/22 | 333,361.33 | 1.59 | 2.38 | 334,118.76 | 318,937.50 |
| 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 | 2.78 | 402,528.72 | 373,612.50 |
| 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 | 328.85 | 205,302.18 | 191,756.25 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | | 91282CBC4 | 190,000.00 | AA+ | Aaa | 04/05/21 | 04/07/21 | 185,494.92 | 0.89 | 238.15 | 186,508.50 | 173,137.50 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | | 91282CBC4 | 350,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 347,867.19 | 0.50 | 438.71 | 348,424.50 | 318,937.50 |
| US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026 | | 9128286A3 | 255,000.00 | AA+ | Aaa | 02/04/21 | 02/08/21 | 282,063.87 | 0.47 | 1,664.19 | 275,409.55 | 252,091.42 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | | 91282CBH3 | 270,000.00 | AA+ | Aaa | 02/26/21 | 02/26/21 | 264,410.16 | 0.80 | 251.73 | 265,742.41 | 245,404.67 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | | 91282CBH3 | 475,000.00 | AA+ | Aaa | 07/02/21 | 07/07/21 | 465,871.09 | 0.80 | 442.85 | 467,501.06 | 431,730.45 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | | 91282CBH3 | 1,320,000.00 | AA+ | Aaa | 02/17/22 | 02/18/22 | 1,246,626.56 | 1.84 | 1,230.66 | 1,250,287.60 | 1,199,756.18 |
| US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026 | | 91282CBQ3 | 310,000.00 | AA+ | Aaa | 03/05/21 | 03/09/21 | 305,676.95 | 0.79 | 261.14 | 306,671.47 | 282,584.38 |

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

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 02/28/2021 0.500% 02/28/2026 | 91282CBQ3 | 630,000.00 | AA+ | Aaa | 12/03/21 | 12/07/21 | 613,019.53 | 1.15 | 530.71 | 614,614.20 | 574,284.37 |
| US TREASURY N/B NOTES | DTD 05/31/2021 0.750% 05/31/2026 | 91282CCF6 | 290,000.00 | AA+ | Aaa | 06/02/21 | 06/04/21 | 289,365.62 | 0.79 | 908.24 | 289,480.87 | 265,395.30 |
| US TREASURY N/B NOTES | DTD 09/30/2021 0.875% 09/30/2026 | 91282CCZ2 | 300,000.00 | AA+ | Aaa | 04/05/22 | 04/07/22 | 276,222.66 | 2.77 | 222.34 | 276,571.26 | 274,218.75 |
| Security Type Sub-Total | | | 13,625,000.00 | | | | | 13,434,126.57 | 1.41 | 33,996.17 | 13,432,418.27 | 12,875,760.04 |
| Supra-National Agency Bond / Note | | | | | | | | | | | | |
| INTL BK RECON & DEVELOP NOTES | DTD 11/24/2020 0.250% 11/24/2023 | 459058JM6 | 150,000.00 | AAA | Aaa | 11/17/20 | 11/24/20 | 149,677.50 | 0.32 | 163.54 | 149,831.53 | 144,631.20 |
| 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 | 158.33 | 299,822.56 | 283,627.50 |
| Security Type Sub-Total | | | 450,000.00 | | | | | 449,455.50 | 0.46 | 321.87 | 449,654.09 | 428,258.70 |
| 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 | 380.00 | 191,369.53 | 189,671.30 |
| 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 | 565.00 | 200,000.00 | 187,782.00 |
| 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 | 352.34 | 135,000.00 | 126,065.70 |
| 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 | 167.73 | 40,187.08 | 37,407.60 |
| FL ST BOARD OF ADMIN TXBL REV BONDS | DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 110,000.00 | AA | Aa3 | 09/03/20 | 09/16/20 | 110,000.00 | 1.26 | 461.27 | 110,000.00 | 102,870.90 |
| 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 | 154.60 | 80,000.00 | 73,268.00 |

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

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

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|---|-----------|-------------------|---------------------|------------------|---------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| BUY | | | | | | | | | | |
| 04/05/22 | 04/07/22 | US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026 | 91282CCZ2 | 300,000.00 | (276,222.66) | (50.20) | (276,272.86) | | | |
| 04/11/22 | 04/13/22 | AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025 | 023135CE4 | 245,000.00 | (244,610.45) | 0.00 | (244,610.45) | | | |
| Transaction Type Sub-Total | | | | 545,000.00 | (520,833.11) | (50.20) | (520,883.31) | | | |
| INTEREST | | | | | | | | | | |
| 04/01/22 | 04/01/22 | UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022 | 911312AQ9 | 275,000.00 | 0.00 | 3,368.75 | 3,368.75 | | | |
| 04/01/22 | 04/01/22 | CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023 | 13063DRJ9 | 190,000.00 | 0.00 | 2,280.00 | 2,280.00 | | | |
| 04/01/22 | 04/01/22 | MONEY MARKET FUND | MONEY0002 | 0.00 | 0.00 | 2.85 | 2.85 | | | |
| 04/01/22 | 04/25/22 | FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 91,434.59 | 0.00 | 300.19 | 300.19 | | | |
| 04/01/22 | 04/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022 | 3137AWOH1 | 100,000.00 | 0.00 | 192.25 | 192.25 | | | |
| 04/01/22 | 04/25/22 | FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024 | 3137BGK24 | 110,000.00 | 0.00 | 280.68 | 280.68 | | | |
| 04/01/22 | 04/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022 | 3137BLUR7 | 43,178.01 | 0.00 | 97.17 | 97.17 | | | |
| 04/01/22 | 04/25/22 | FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 73,094.99 | 0.00 | 188.22 | 188.22 | | | |
| 04/05/22 | 04/05/22 | MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024 | 61772BAA1 | 100,000.00 | 0.00 | 365.50 | 365.50 | | | |
| 04/14/22 | 04/14/22 | FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025 | 3130AJHU6 | 200,000.00 | 0.00 | 500.00 | 500.00 | | | |
| 04/15/22 | 04/15/22 | HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 7,321.45 | 0.00 | 16.23 | 16.23 | | | |
| 04/15/22 | 04/15/22 | TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 26,644.31 | 0.00 | 64.61 | 64.61 | | | |
| 04/15/22 | 04/15/22 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 7,163.59 | 0.00 | 17.37 | 17.37 | | | |

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

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

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|--|-----------|------------|--------------------|------------------|----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 04/15/22 | 04/15/22 | NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 20,520.33 | 0.00 | 49.59 | 49.59 | | | |
| 04/15/22 | 04/15/22 | CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314OAC8 | 65,000.00 | 0.00 | 28.17 | 28.17 | | | |
| 04/15/22 | 04/15/22 | TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024 | 89232HAC9 | 92,917.81 | 0.00 | 128.54 | 128.54 | | | |
| 04/15/22 | 04/15/22 | DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026 | 254683CP8 | 55,000.00 | 0.00 | 26.58 | 26.58 | | | |
| 04/15/22 | 04/15/22 | NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 28,320.67 | 0.00 | 59.00 | 59.00 | | | |
| 04/15/22 | 04/15/22 | CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 74,778.69 | 0.00 | 117.78 | 117.78 | | | |
| 04/15/22 | 04/15/22 | CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025 | 14316NAC3 | 30,000.00 | 0.00 | 8.50 | 8.50 | | | |
| 04/15/22 | 04/15/22 | TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026 | 89239BAC5 | 70,000.00 | 0.00 | 25.08 | 25.08 | | | |
| 04/15/22 | 04/15/22 | HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 45,000.00 | 0.00 | 14.25 | 14.25 | | | |
| 04/15/22 | 04/15/22 | HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 35,000.00 | 0.00 | 21.58 | 21.58 | | | |
| 04/15/22 | 04/15/22 | COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 19,900.78 | 0.00 | 41.63 | 41.63 | | | |
| 04/18/22 | 04/18/22 | HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 10,898.79 | 0.00 | 25.70 | 25.70 | | | |
| 04/21/22 | 04/21/22 | HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025 | 43813GAC5 | 55,000.00 | 0.00 | 12.38 | 12.38 | | | |
| 04/21/22 | 04/21/22 | HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 22,065.43 | 0.00 | 46.34 | 46.34 | | | |
| 04/21/22 | 04/21/22 | HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 71,835.72 | 0.00 | 96.38 | 96.38 | | | |
| 04/22/22 | 04/22/22 | FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025 | 3135G03U5 | 620,000.00 | 0.00 | 1,937.50 | 1,937.50 | | | |

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

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

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|----------|--|-----------|------------|--------------------|------------------|----------|-------------------|-------------------------|-------------|
| INTEREST | | | | | | | | | | | |
| | 04/24/22 | 04/24/22 | BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024 | 06051GJH3 | 150,000.00 | 0.00 | 607.50 | 607.50 | | | |
| | 04/30/22 | 04/30/22 | US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024 | 912828X70 | 350,000.00 | 0.00 | 3,500.00 | 3,500.00 | | | |
| | 04/30/22 | 04/30/22 | US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025 | 91282CAT8 | 760,000.00 | 0.00 | 950.00 | 950.00 | | | |
| | 04/30/22 | 04/30/22 | US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024 | 912828YM6 | 195,000.00 | 0.00 | 1,462.50 | 1,462.50 | | | |

| | | | | | | | | | | | |
|-----------------------------------|--|--|--|--|---------------------|-------------|------------------|------------------|--|--|--|
| Transaction Type Sub-Total | | | | | 3,995,075.16 | 0.00 | 16,832.82 | 16,832.82 | | | |
|-----------------------------------|--|--|--|--|---------------------|-------------|------------------|------------------|--|--|--|

| | | | | | | | | | | | |
|-----------------|----------|----------|--|-----------|-----------|-----------|------|-----------|----------|------|--|
| PAYDOWNS | | | | | | | | | | | |
| | 04/01/22 | 04/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022 | 3137BLUR7 | 247.76 | 247.76 | 0.00 | 247.76 | (0.62) | 0.00 | |
| | 04/01/22 | 04/25/22 | FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 5,435.05 | 5,435.05 | 0.00 | 5,435.05 | (264.11) | 0.00 | |
| | 04/01/22 | 04/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022 | 3137AWQH1 | 7,667.13 | 7,667.13 | 0.00 | 7,667.13 | (113.21) | 0.00 | |
| | 04/01/22 | 04/25/22 | FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 26,647.37 | 26,647.37 | 0.00 | 26,647.37 | (226.92) | 0.00 | |
| | 04/01/22 | 04/25/22 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022 | 3137BLUR7 | 34,916.06 | 34,916.06 | 0.00 | 34,916.06 | (87.29) | 0.00 | |
| | 04/15/22 | 04/15/22 | COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 4,348.45 | 4,348.45 | 0.00 | 4,348.45 | 0.88 | 0.00 | |
| | 04/15/22 | 04/15/22 | HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 3,487.99 | 3,487.99 | 0.00 | 3,487.99 | 0.46 | 0.00 | |
| | 04/15/22 | 04/15/22 | TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024 | 89232HAC9 | 9,434.84 | 9,434.84 | 0.00 | 9,434.84 | 0.68 | 0.00 | |
| | 04/15/22 | 04/15/22 | CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 6,038.11 | 6,038.11 | 0.00 | 6,038.11 | 1.18 | 0.00 | |
| | 04/15/22 | 04/15/22 | NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 4,645.44 | 4,645.44 | 0.00 | 4,645.44 | 1.05 | 0.00 | |
| | 04/15/22 | 04/15/22 | NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 4,734.83 | 4,734.83 | 0.00 | 4,734.83 | 0.72 | 0.00 | |

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

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

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------------------------|----------|---|-----------|-------------------|---------------------|--------------------|---------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| PAYDOWNS | | | | | | | | | | |
| 04/15/22 | 04/15/22 | TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 5,747.02 | 5,747.02 | 0.00 | 5,747.02 | 1.05 | 0.00 | |
| 04/15/22 | 04/15/22 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 2,381.46 | 2,381.46 | 0.00 | 2,381.46 | 0.29 | 0.00 | |
| 04/18/22 | 04/18/22 | HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 3,975.17 | 3,975.17 | 0.00 | 3,975.17 | 0.11 | 0.00 | |
| 04/21/22 | 04/21/22 | HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 6,661.48 | 6,661.48 | 0.00 | 6,661.48 | 1.31 | 0.00 | |
| 04/21/22 | 04/21/22 | HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 4,521.21 | 4,521.21 | 0.00 | 4,521.21 | 0.17 | 0.00 | |
| Transaction Type Sub-Total | | | | 130,889.37 | 130,889.37 | 0.00 | 130,889.37 | (684.25) | 0.00 | |
| SELL | | | | | | | | | | |
| 04/05/22 | 04/07/22 | NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022 | 65558TLL7 | 280,000.00 | 280,684.88 | 575.56 | 281,260.44 | 684.88 | 684.88 | FIFO |
| 04/11/22 | 04/13/22 | UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022 | 911312AQ9 | 275,000.00 | 276,113.75 | 224.58 | 276,338.33 | 7,568.00 | 1,774.24 | FIFO |
| Transaction Type Sub-Total | | | | 555,000.00 | 556,798.63 | 800.14 | 557,598.77 | 8,252.88 | 2,459.12 | |
| Managed Account Sub-Total | | | | | 166,854.89 | 17,582.76 | 184,437.65 | 7,568.63 | 2,459.12 | |
| Total Security Transactions | | | | | \$166,854.89 | \$17,582.76 | \$184,437.65 | \$7,568.63 | \$2,459.12 | |



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance services agreement to Vintage Associates Inc. for Landscape Maintenance Services for Rancho Las Flores Park Project No. 052022.

STAFF RECOMMENDATION:

Award a maintenance services agreement to Vintage Associates Inc. for Landscape Maintenance Services for Rancho Las Flores Park Project No. 052022.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Landscape Maintenance Services for Rancho Las Flores Park. This RFP closed on June 13, 2022 and the City received two responses. As included in the RFP, the selection criteria used to identify the most qualified Proposer was based upon the highest scoring proposer; scoring was completed based upon a three-member staff selection panel. Each panelist member scored all proposals received per the evaluation criteria established in the RFP (total points 100):

- Contractor Information (Including References) – 20 Points
- Proposed Project Work Schedules – 25 Points
- Proposed Facilities, Equipment, Materials, and Staffing Schedule – 20 Points
- Communications, Traffic Safety, Green waste – 5 Points
- Cost Proposal – 25 Points
- Completeness, Thoroughness, Clarity, and Neatness of Proposal – 5 Points

Based upon these selection criteria, the top ranked proposer selected was Vintage Associates Inc. The scores and service amounts submitted by each proposer are listed below:

| Scores | <u>1</u> | <u>2</u> | <u>3</u> | <u>Totals</u> |
|-------------------------|-----------------|-----------------|-----------------|----------------------|
| | | | | (Max is 300) |
| Kirkpatrick Landscaping | 85 | 85 | 80 | 250 |
| Vintage Associates | 89 | 85 | 84 | 258 |

| Prices for Services | Annual Amounts |
|----------------------------|-----------------------|
| | |
| Kirkpatrick Landscaping | \$ 69,600.00 |
| Vintage Associates | \$ 62,964.00 |

Staff recommends award of the RFP and corresponding landscape maintenance agreement in an amount not to exceed \$157,410 (two-year term); the recommended award amount is the two-year contract amount of \$125,928 plus a 25% contingency to allow for plant/turf replacement and overseeding as needed throughout the agreement term. The agreement, as identified in the RFP, will have a two-year term. The term for the proposed agreement is from July 15, 2022 – July 14, 2024.

FISCAL IMPACT:

The recommended action is included in the City’s annual budget and will not have an additional fiscal impact.

Attachments:

Proposed Agreement

CITY OF COACHELLA
MAINTENANCE SERVICES AGREEMENT – PROJECT NO. 052022

1. PARTIES AND DATE.

This Agreement is made and entered into this July 13, 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 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Vintage Associates Inc. a corporation, with its principal place of business at 78-755 Darby Road, Bermuda Dunes, CA 92203 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance 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 is familiar with the plans of the City.

2.2 Project.

City desires to engage Contractor to render such services for the Landscape Maintenance Services for: Rancho Las Flores Park Project 052022 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications
- Addenda
- Response to Request for Proposal
- Any other documents contained in or incorporated into the Contract

3.1.2 General Scope of Services. Contractor 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 landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.3 Term. The term of this Agreement shall be from July 15, 2022 to July 14, 2024 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement by one additional one year term.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and 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 of Services under this Agreement 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, disability insurance, and workers' compensation insurance.

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

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

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

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

3.2.6 Contractor's Representative. Contractor hereby designates Kyle Gritters, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services 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 Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor 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 Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **two hundred dollars (\$200.00) per day** for each and

every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 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 Project or the Services, 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 Services. If the 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. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor 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, 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.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the 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 Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000**; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers

shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured 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 self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the 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: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways,

scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **one hundred fifty seven thousand four hundred ten dollars and zero cents (\$157,410.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 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 1600, et seq., (“Prevailing Wage Laws”), which require, if applicable, the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If applicable the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if applicable the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the

effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

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

Contractor:

Vintage Landscape
78-755 Darby Road
Bermuda Dunes, CA 92203
Attn: David Smith

City:

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez, Public Works Department

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor which is otherwise known

to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall

not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The

captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. 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. Contractor further agrees to file, or shall 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 Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

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

CITY OF COACHELLA

VINTAGE ASSOCIATES INC.

By: _____

Dr. Gabriel D. Martin
City Manager

By: _____

Kyle Gritters
President

Attest:

City Clerk

Attest:

Approved as to form:

Best, Best & Krieger

SCOPE OF SERVICES

These Specific Terms and Conditions (hereinafter referred to as "specifications") establish the City of Coachella's standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit "A". Please note level of service required for this contract is Level of Service A as these areas are high visibility areas.

1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of Rancho Las Flores Park work sites according to each site schedule including, but not limited to, the following:
 - i. Prune, shape and trim shrubs, vines and ground cover plants.
 - ii. Control weeds.
 - iii. Mow and edge turf grass and blow hardscape clean.
 - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - v. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
 - vi. Maintain all work sites in a safe, attractive and usable condition.
 - vii. Empty trash cans and remove letter **at each site**.
 - viii. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - ix. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - x. Contractors shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems.
 - xi. Contractor shall complete and submit a monthly Site Inspection form **per each site**.

- xiii. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xiv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the landscape area plant materials, and designated

hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

CONTRACTOR'S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

Bi
Daily Weekly Weekly Monthly Quarterly Annually

| | | 1x &/or 2x | | | | |
|-------------------------------|---|---------------|---|---|---|----|
| Mowing and Edging | | | | | | |
| Litter Removal | X | | | | | |
| Weed Control | | | X | | | |
| Minor Tree Pruning | | | | X | | |
| Ground Cover Edge/Trim | | | X | | | |
| Shrub Trimming | | | X | | | |
| DG Raking | | | X | | | |
| Parkway Area Main. | | | X | | | |
| Overseeding (triple blend) | | | | | | 2x |
| Fertilization Application | | | | | X | |
| Herbicide Application | | | | | | |
| Pest Control | | | | X | | |
| Hardscape Surfaces | | X | | | | |

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City, hereinafter referred to as the **FREQUENCY SCHEDULE**. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walk through of the Parks. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
 - 1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 - 2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
 - 3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
 - 1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
 - 2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
 - 3. A monthly report, including an irrigation inspection report, based upon the schedule outlined in the Frequency Schedule and will be turned in at the monthly walk through meeting. Failure to submit this report at the time of

the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

- A. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

SAFETY

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

REPORTING DAMANGE/MALFUNCTION/VANDALISM

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

STORAGE FACILITIES

The City of Coachella shall not provide any storage facilities for the Contractors.

PLANT MAINTENANCE

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.

- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and throughout the term of this contract due to neglect, lack of maintenance or improper care.
- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.

TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. **NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.

- F. The Contractor shall remove their debris from pruning and tree maintenance

the same working day as accumulated.

See also **LITTER**

CONTROL/DEBRIS REMOVAL Section below.

- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.
- I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

SHRUB MAINTENANCE

A. Pruning

1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
3. Pruning shall be done with sharp pruning tools and no weed eaters.
4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
8. Care shall be taken to prevent soil build-up around the crown of shrubs.
9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
11. Shrubs and mounding shall not exceed 2 feet in height within areas required

for vehicle sight distance depending upon roadway topography.

B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

D. Fertilization

SEE FERTILIZER APPLICATIONS Section below.

E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

TURF GRASS MAINTENANCE

A. General

1. Turf Grass Mowing:

- a. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
- c. All turf grasses to be cut at a two and one-half (2 1/2) inch height throughout the year.
- d. Turf grass mowing heights may be adjusted by the Public Works Director.
- e. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- f. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

- a. Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Public Works Director.
- b. All areas shall be mowed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per acre, per occurrence.
- c. Any alteration of the approved mowing schedule shall be submitted in writing to the Public Works Director for approval prior to implementation.

2. Turf Grass Edging and Trimming:

- a. Turf grass edging and trimming shall be performed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per field/site, per occurrence.
- b. Edging of turf grass shall be performed with a power edger containing a steel blade.
- c. All turf adjacent to sidewalks, curbs, mowing strips, shrub beds, where no improved surface exists, shall be edged in a neat uniform line.
- d. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees shrubs, or any structures located within the turf grass area.
- e. In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- g. All clippings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.
- h. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i. See **FERTILIZER APPLICATIONS** Section below.

3. Overseeding:

- a. Contractor shall be responsible for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City Coachella's Municipal Code. Coordinate with City representative; City to provide seed.

GROUND COVER MAINTENANCE

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL, PEST CONTROL, and HERBICIDES** Sections below.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Remove debris that accumulates on ground fixed lighting fixtures.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, pennisetum grass shall be controlled with chemical means only.

- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

PEST CONTROL

General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of

tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

Application of Pesticides

- A. Notification:** City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing:** Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
- C. Irrigation:** Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides:** The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods:** Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials:** Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions:** Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative.
Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.
- H. Licenses and Permits:** The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.

 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.

 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.
- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
1. The pest to be controlled
 2. Method of control
 3. Copies of the product labels
 4. MSDS Sheets
 5. A frequency schedule
 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Herbicides

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.
- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.

- B. **TURF:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in healthy looking condition or as directed by the City's representative. **Fertilizer will be applied as often as required to maintain deep green color at all times.** Type of turf and time of year will determine type of fertilizer used. The frequency of application will greatly depend on amount of leaching caused by excess use of water; this must be coordinated with City's representative. The type of fertilizer used and frequency applied will be recorded. Coordinate with City's representative.

LITTER CONTROL / DEBRIS REMOVAL

- A. Daily services, seven days a week; all litter will be picked up by 10 a.m. everyday at each median location as well as along Downtown 6th Street.
- a. This includes all debris discarded by the public during the use of the facility.
 - b. Pick up all areas including areas around trash enclosures, benches, in medians/planter bed areas. Remove all trash, litter and empty all trash cans.
 - c. Trash should be taken and deposited hauled away by Contractor or trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted area on a daily basis seven (7) days per week including holidays for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.
- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole expense. Disposal of debris shall not be allowed in any City trashcan, bin or

City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.

1. No debris will be all allowed to remain at the end of the workday.
 2. All surfaces will be raked or swept after litter and/or weeds are removed.
 3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
 4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
 5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
 6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
 2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.-*Public Education and Outreach viii, Permittees' Employees*, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources

Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management,** and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

SIDEWALK / HARDSCAPE AREA CLEANING

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Landscape Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by powerwashing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

GREEN WASTE

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor's monthly report.

EXTRA WORK

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
 - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
 - C. City will issue work request for such extra work to be preformed.
 - D. Extra work may include, but is not limited to, the following:
 - a. Changing Light Fixtures
 - b. Changing light bulbs
 - c. Installing hardware
 - E. Repairs due to vandalism
 - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.

Extra work must be approved by the City Representative in writing.

GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God, "i.e., damage or death of plant material due

to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

EXHIBIT "B"

SCHEDULE OF SERVICES

Initial Term: July 15, 2022 – July 14, 2024

Please see attached detail schedule.

MONTHLY SCHEDULE SHEET

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

| | | | | |
|--|---|-----------------------------------|---|-----------------------------------|
| Week #1 Litter pick up & empty trash cans | Hardscape Weed- removal DG raking Trail maintenance Litter pick up & empty trash cans | Litter pick up & empty trash cans | Litter pick up & empty trash cans Mowing | Litter pick up & empty trash cans |
| Week #2 Litter pick up & empty trash cans | Hardscape Weed- removal DG raking Trail maintenance Litter pick up & empty trash cans | Litter pick up & empty trash cans | Litter pick up & empty trash cans Mowing | Litter pick up & empty trash cans |
| Week #3 Litter pick up & empty trash cans | Hardscape Weed- removal DG raking Trail maintenance Litter pick up & empty trash cans | Litter pick up & empty trash cans | Litter pick up & empty trash cans Mowing | Litter pick up & empty trash cans |
| Week #4 Litter pick up & empty trash cans | Hardscape Weed- removal DG raking Trail maintenance Litter pick up & empty trash cans | Litter pick up & empty trash cans | Litter pick up & empty trash cans Mowing | Litter pick up & empty trash cans |

Other weekly tasks

Daily- Supervisor to contact City representative
 Weekly- Supervisor to attend inspectors meeting

Litter removal/empty trash cans
 Saturday & Sunday

Rancho Las Flores Park weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (3 hours x 4 weeks = 12 hrs/mo)

General maintenance

- Mowing and edging – 1 operator, 1-2 laborers (6 man hours x 4 weeks = 24 hrs/mo)
- Litter removal – 1-2 laborers (10 man hours x 4 weeks = 40 hrs/mo)
- Weed Control – 1-2 laborers (4 man hour x 2 weeks = 8 hrs/mo)
- Minor tree pruning – 1-2 laborers (4 man hour x 1 weeks = 4 hrs/mo)
- Ground cover edge/trim – 1-2 laborers (1 man hr x 2 weeks = 8 hrs/mo)
- Shrub trimming – 1-2 laborers (4 man hours x 2 weeks = 8 man hrs/mo)
- Playground chip leveling – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- DG raking – 1-2 laborers (4 man hours x 4 weeks = 8hr/mo)
- Trail maintenance – 1-2 laborers (2 man hoursx 2 weeks = 4 hrs/mo)
- Hardscape – 1-2 laborers (2 man hour x 4 weeks = 8 hrs/mo)
- Total man hours – 112 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

EXHIBIT "C"**COMPENSATION**

- Total Per Month = \$5,247.00
- Total Annually = \$62,964.00
- Not to exceed amount total = total 2 year term plus 25% contingency
 - **\$157,410.00**
- Any additional work requested will be as provided by the Contractor in the response to RFP for Project 052022.



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance services agreement to Vintage Associates Inc. for Landscape Maintenance Services for City Parks and Office Facilities Project No. 051922.

STAFF RECOMMENDATION:

Award a maintenance services agreement to Vintage Associates Inc. for Landscape Maintenance Services for City Parks and Office Facilities Project No. 051922.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Landscape Maintenance Services for City Parks and Office Facilities. This RFP closed on June 13, 2022 and the City received two responses. The locations included in the RFP include 12 sites: Veterans Park, Dateland Park, Ave 53 Tot Lot Park, Library Park, Sierra Vista Park, Rancho De Oro Park, Shady Lane Park, Fire Station 79, Senior Center, 6th St/Cesar Chavez-Etherea Park, Corporate Yard, Civic Center.

As included in the RFP, the selection criteria used to identify the most qualified Proposer was based upon the highest scoring proposer; scoring was completed based upon a three-member staff selection panel. Each panelist member scored all proposals received per the evaluation criteria established in the RFP (total points 100):

- Contractor Information (Including References) – 20 Points
- Proposed Project Work Schedules – 25 Points
- Proposed Facilities, Equipment, Materials, and Staffing Schedule – 20 Points
- Communications, Traffic Safety, Green waste – 5 Points
- Cost Proposal – 25 Points
- Completeness, Thoroughness, Clarity, and Neatness of Proposal – 5 Points

Based upon these selection criteria, the top ranked proposer selected was Vintage Associates Inc. The scores and service amounts submitted by each proposer are listed below:

| Scores | <u>1</u> | <u>2</u> | <u>3</u> | - | <u>Totals</u> |
|-------------------------|-----------------|-----------------|-----------------|----------|----------------------|
| | | | | | (Max is 300) |
| Kirkpatrick Landscaping | 85 | 79 | 78 | | 242 |
| Vintage Associates | 91 | 88 | 84 | | 263 |

| <u>Prices for Services</u> | <u>Annual Amounts</u> |
|----------------------------|-----------------------|
| | |
| Kirkpatrick Landscaping | \$ 170,400.00 |
| Vintage Associates | \$ 121,620.00 |

Staff recommends award of the RFP and corresponding landscape maintenance agreement in an amount not to exceed \$304,050 (two-year term); the recommended award amount is the two-year contract amount of \$243,240 plus a 25% contingency to allow for plant/turf replacement and overseeding as needed throughout the agreement term. The agreement, as identified in the RFP, will have a two-year term. The term for the proposed agreement is from July 15, 2022 – July 14, 2024.

FISCAL IMPACT:

Funding for the recommended action is included in the City’s annual budget and will not have an additional fiscal impact.

Attachments:

Proposed Agreement

CITY OF COACHELLA
MAINTENANCE SERVICES AGREEMENT – PROJECT NO. 051922

1. PARTIES AND DATE.

This Agreement is made and entered into this July 13, 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 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Vintage Associates Inc., a corporation, with its principal place of business at 78-755 Darby Road, Bermuda Dunes, CA 92203 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance 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 is familiar with the plans of the City.

2.2 Project.

City desires to engage Contractor to render such services for the Landscape Maintenance Services for: City Parks and Office Facilities Project No. 051922 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications
- Addenda
- Response to Request for Proposal
- Any other documents contained in or incorporated into the Contract

3.1.2 General Scope of Services. Contractor 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 landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.3 Term. The term of this Agreement shall be from July 15, 2022 to July 14, 2024 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement by one additional one-year term.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and 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 of Services under this Agreement 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, disability insurance, and workers' compensation insurance.

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

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

3.2.4 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event

that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Kyle Gritters.

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

3.2.6 Contractor's Representative. Contractor hereby designates Kyle Gritters, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled

in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services 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 Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor 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 Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **two hundred dollars (\$200.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 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 Project or the Services, 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 Services. If the 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. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor 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, 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.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the 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 Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA

0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000**; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees,

agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured 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 self-insured retentions as respects the City, its

directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the 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: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three hundred four thousand fifty dollars and zero cents (\$304,050.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 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 1600, et seq., ("Prevailing Wage Laws"), which require, if applicable, the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If applicable the Services are being performed as part of an applicable "public works" or "maintenance" project, as

defined by the Prevailing Wage Laws, and if applicable the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Contractor:

Vintage Associates Inc
78-755 Darby Road
Bermuda Dunes, CA 92203
Attn: David Smith

City:

City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez, Public Works Department

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications,

plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. 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. Contractor further agrees to file, or shall 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 Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin,

handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

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

CITY OF COACHELLA

VINTAGE ASSOCIATES INC

By: _____

Dr. Gabriel D. Martin
City Manager

By: _____

Kyle Gritters
President

Attest:

City Clerk

Attest:

Approved as to form:

Best, Best & Krieger

EXHIBIT "A"

SCOPE OF SERVICES

These Specific Terms and Conditions (hereinafter referred to as "specifications") establish the City of Coachella's standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit "A". Please note level of service required for this contract is Level of Service A as these areas are high visibility areas.

1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of City Parks and Office Facilities work sites according to each site schedule including, but not limited to, the following:
 - i. Prune, shape and trim shrubs, vines and ground cover plants.
 - ii. Control weeds.
 - iii. Mow and edge turf grass and blow hardscape clean.
 - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - v. Maintain all parts of irrigation system.
 - vi. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
 - vii. Maintain all work sites in a safe, attractive and usable condition.
 - viii. Empty trash cans and remove litter **at each site**.
 - ix. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - x. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - xi. Contractors shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems.
 - xii. Contractor shall complete and submit a monthly Site Inspection form **per each site**.

- xiii. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xiv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the landscape area plant materials, and designated

hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

CONTRACTOR'S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

Bi
Daily Weekly Weekly Monthly Quarterly Annually

| | | 1x &/or 2x | | | | |
|-------------------------------|---|---------------|---|---|---|----|
| Mowing and Edging | | | | | | |
| Litter Removal | X | | | | | |
| Weed Control | | | X | | | |
| Minor Tree Pruning | | | | X | | |
| Ground Cover Edge/Trim | | | X | | | |
| Shrub Trimming | | | X | | | |
| Irrigation | | X | | | | |
| DG Raking | | | X | | | |
| Parkway Area Main. | | | X | | | |
| Overseeding (triple blend) | | | | | | 2x |
| Fertilization Application | | | | | X | |
| Herbicide Application | | | | | | |
| Pest Control | | | | X | | |
| Hardscape Surfaces | | X | | | | |

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City, hereinafter referred to as the FREQUENCY SCHEDULE. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walk through of the Parks. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
 1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
 3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
 1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
 2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
 3. A monthly report, including an irrigation inspection report, based upon the schedule outlined in the Frequency Schedule and will be turned in at the monthly walk through meeting. Failure to submit this report at the time of

the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

- A. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

SAFETY

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

REPORTING DAMAGE/MALFUNCTION/VANDALISM

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

STORAGE FACILITIES

The City of Coachella shall not provide any storage facilities for the Contractors.

PLANT MAINTENANCE

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.

- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and throughout the term of this contract due to neglect, lack of maintenance or improper care.
- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.

TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.

- F. The Contractor shall remove their debris from pruning and tree maintenance

the same working day as accumulated.

See also **LITTER**

CONTROL/DEBRIS REMOVAL Section below.

- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.
- I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

SHRUB MAINTENANCE

A. Pruning

1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
3. Pruning shall be done with sharp pruning tools and no weed eaters.
4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
8. Care shall be taken to prevent soil build-up around the crown of shrubs.
9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
11. Shrubs and mounding shall not exceed 2 feet in height within areas required

for vehicle sight distance depending upon roadway topography.

B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

D. Fertilization

SEE FERTILIZER APPLICATIONS Section below.

E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

TURF GRASS MAINTENANCE

A. General

1. Turf Grass Mowing:

- a. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
- c. All turf grasses to be cut at a two and one-half (2 1/2) inch height throughout the year.
- d. Turf grass mowing heights may be adjusted by the Public Works Director.
- e. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- f. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

- a. Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Public Works Director.
- b. All areas shall be mowed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per acre, per occurrence.
- c. Any alteration of the approved mowing schedule shall be submitted in writing to the Public Works Director for approval prior to implementation.

2. Turf Grass Edging and Trimming:

- a. Turf grass edging and trimming shall be performed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per field/site, per occurrence.
- b. Edging of turf grass shall be performed with a power edger containing a steel blade.
- c. All turf adjacent to sidewalks, curbs, mowing strips, shrub beds, where no improved surface exists, shall be edged in a neat uniform line.
- d. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees shrubs, or any structures located within the turf grass area.
- e. In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- g. All clippings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.
- h. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i. See **FERTILIZER APPLICATIONS** Section below.

3. Overseeding:

- a. Contractor shall be responsible for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City Coachella's Municipal Code. Coordinate with City representative; City to provide seed.

GROUND COVER MAINTENANCE

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL, PEST CONTROL, and HERBICIDES** Sections below.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Remove debris that accumulates on ground fixed lighting fixtures.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section, below.
6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, pennisetum grass shall be controlled with chemical means only.

- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

PEST CONTROL

General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of

tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

Application of Pesticides

- A. Notification: City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
- C. Irrigation: Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides: The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials: Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative. Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.
- H. Licenses and Permits: The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.
- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
1. The pest to be controlled
 2. Method of control
 3. Copies of the product labels
 4. MSDS Sheets
 5. A frequency schedule
 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Herbicides

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.
- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.

- B. **TURF:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in healthy looking condition or as directed by the City's representative. **Fertilizer will be applied as often as required to maintain deep green color at all times.** Type of turf and time of year will determine type of fertilizer used. The frequency of application will greatly depend on amount of leaching caused by excess use of water; this must be coordinated with City's representative. The type of fertilizer used and frequency applied will be recorded. Coordinate with City's representative.

LITTER CONTROL / DEBRIS REMOVAL

- A. Daily services, seven days a week; all litter will be picked up by 10 a.m. everyday at each median location as well as along Downtown 6th Street.
- a. This includes all debris discarded by the public during the use of the facility.
 - b. Pick up all areas including areas around trash enclosures, benches, in medians/planter bed areas. Remove all trash, litter and empty all trash cans.
 - c. Trash should be taken and deposited hauled away by Contractor or trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted area on a daily basis seven (7) days per week including holidays for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.
- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole expense. Disposal of debris shall not be allowed in any City trashcan, bin or

City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.

1. No debris will be all allowed to remain at the end of the workday.
 2. All surfaces will be raked or swept after litter and/or weeds are removed.
 3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
 4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
 5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
 6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
 2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.-*Public Education and Outreach viii, Permittees' Employees*, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources

Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management,** and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

SIDEWALK / HARDSCAPE AREA CLEANING

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Landscape Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by powerwashing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

GREEN WASTE

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor's monthly report.

EXTRA WORK

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
 - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
 - C. City will issue work request for such extra work to be preformed.
 - D. Extra work may include, but is not limited to, the following:
 - a. Changing Light Fixtures
 - b. Changing light bulbs
 - c. Installing hardware
 - E. Repairs due to vandalism
 - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.

Extra work must be approved by the City Representative in writing.

GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God, "i.e., damage or death of plant material due

to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

EXHIBIT "B"

SCHEDULE OF SERVICES

Initial Term: July 15, 2022 – July 14, 2022

Please see attached detail schedule of services.

MONTHLY SCHEDULE SHEET

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

| | | | | |
|---|--|--|---|---|
| Week 1 Litter removal Mow- Del Oro Park Service- Sierra Vista Irr. Civic Center Irr. Tot Lot | Litter Removal Mow Areas 1-7 Service- Dateland Park Weed Control Irr. RDO Irr. Sierra Vista | Litter Removal Weed Control All Areas Irr. Library Irr. Shady Lane Park Irr. Daleland Park Service- Rancho Las Flores | Litter Removal Service- Library & Fire station Irr. Veterans Park | Litter Removal Service Cesar Chavez Park, 53 Tot Lot, Corporate Yard Irr. Corporate Yard Irr. Cesar Chavez Irr. Senior Center Irr. Fire station |
| Week 2 Litter removal Mow- Sierra Vista Service- Del Oro Park Irr. Civic Center Irr. Tot Lot | Litter Removal Mow Areas 1-7 Service- Veterans Park Irr. RDO Irr. Sierra Vista | Litter Removal Weed Control All Areas Irr. Library Irr. Shady Lane Park Irr. Daleland Park | Litter Removal Service- Veterans Park & Civic Center Pruning Shrubs Irr. Veterans Park | Litter Removal Weed Control- Civic Center Irr. Corporate Yard Irr. Cesar Chavez Irr. Senior Center Irr. Fire station |
| Week 3 Litter removal Mow- Del Oro Park Service- Sierra Vista Irr. Civic Center Irr. Tot Lot | Litter Removal Mow Areas 1-7 Veterans Park- Blow Planters & Parking Areas Weed Control Irr. RDO Irr. Sierra Vista | Litter Removal Weed Control All Areas Irr. Library Irr. Shady Lane Park Irr. Daleland Park | Litter Removal Service- Library & Fire station Irr. Library & Fire Station | Litter Removal Service- Cesar Chavez Park, 53 Tot Lot, Corporate Yard Weed Control Irr. Corporate Yard Irr. Cesar Chavez Irr. Senior Center Irr. Fire station |
| Week 4 Litter removal Mow- Del Oro Park Service- Sierra Vista Weed Control Irr. Civic Center Irr. Tot Lot | Litter Removal Mow Areas 1-7 Service- Dateland Park Weed Control Irr. RDO Irr. Sierra Vista | Litter Removal Rake DG- Dateland Park Irr. Library Irr. Shady Lane Park Irr. Daleland Park | Litter Removal Service- Veterans Park Irr. Veterans Park | Litter Removal Service- Civic Center Weed Control Irr. Corporate Yard Irr. Cesar Chavez Irr. Senior Center Irr. Fire station |

Saturday and Sunday- Trash pick-up.

Veterans Park weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Mowing – 1 laborer (2 man hours x 4 weeks = 8 hrs/mo)
- Litter removal – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Shrub pruning – 1-3 laborers (15 man hours x 4 weeks = 60 hrs/mo)
- Minor tree pruning – 1-2 laborers (3 man hours x 4 weeks = 12 hrs/mo)
- Hardscape – 1-3 laborers (3 man hours x 4 weeks = 12 hrs/mo)
- Total man hours – 100 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 4 hour irrigation check every Thursday.

Daleland Park weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Mowing and edging – 1 operator, 1-2 laborers (2 man hours x 4 weeks = 8 hrs/mo)
- Litter removal – 1-2 laborers (1 man hours x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Playground chip leveling – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours –24 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 3 hour irrigation check every Wednesday.

Ave 53 TOT Lot weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Mowing – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Litter removal – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Shrub pruning – 1-2 laborers (2 man hour x 4 weeks = 8 hrs/mo)
- Hardscape – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours – 24 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 1 hour irrigation check every Monday.

Library weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Mowing – 1-2 laborers (1 man hr x 4 weeks = 4 hrs/mo)
- Litter removal – 1-2 laborers (1 man hr x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hr x 4 weeks = 4 hrs/mo)
- Minor tree pruning – 1-2 laborers (2 man hr x 4 weeks = 8 hrs/mo)
- Shrub pruning – 1-2 laborers (3 man hr x 4 weeks = 12 hrs/mo)
- Hardscape – 1-2 laborers (2 man hr x 4 weeks = 8 hrs/mo)
- DG raking – 1-2 laborers (2 man hrs x 4 weeks = 8 hrs/mo)
- Total man hours – 48 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 3 hour irrigation check every Wednesday.

Sierra Vista Park weekly/ monthly labor

The approximate weekly manpower hours are listed below

General maintenance

- Mowing and edging –1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Litter removal – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Playground chip leveling – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours – 20 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 2 hour irrigation check every Tuesday.

Rancho Del Oro Park weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (3 hours x 4 weeks = 12 hrs/mo)

General maintenance

- Mowing and edging – 1 operator, 1-2 laborers (2 man hours x 4 weeks = 8 hrs/mo)
- Litter removal – 1-2 laborers (2 man hours x 4 weeks = 8 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Minor tree pruning – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Playground chip leveling – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours – 32 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 3 hour irrigation check every Tuesday.

Shady Lane Park weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Mowing – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Litter removal – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Shrub pruning – 1-2 laborers (2 man hour x 4 weeks = 8 hrs/mo)
- Minor tree pruning – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- DG raking – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours – 32 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 2 hour irrigation check every Wednesday.

Fire Station weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Litter removal – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Shrub pruning – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- DG raking - 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours – 20 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 1 hour irrigation check every Friday.

Senior Center weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Litter removal – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Shrub pruning – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1 laborer (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours – 20 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 1 hour irrigation check every Friday.

6th Street Cesar Chavez weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hrs/mo)

General maintenance

- Litter removal – 1-2 laborers (1 man hours x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Total man hours – 8 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 2 hour irrigation check every Friday.

Corporate Yard weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Litter removal – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Minor tree pruning – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1-2 laborers (2 man hour x 4 weeks = 8 hrs/mo)
- Total man hours – 20 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 2 hour irrigation check every Friday.

Civic Center weekly/ monthly labor

The approximate weekly manpower hours are listed below

Supervision- (1 hour x 4 weeks = 4 hr/mo)

General maintenance

- Litter removal – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Weed Control – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Shrub pruning- 1-3 laborers (3 man hour x 4 weeks = 12 hrs/mo)
- Minor tree pruning – 1-2 laborers (1 man hour x 4 weeks = 4 hrs/mo)
- Hardscape – 1-2 laborers (2 man hour x 4 weeks = 8 hrs/mo)
- Total man hours – 32 hours

Trash is picked up 7 days a week with a crew of 1-2 workers. Mowing is on Thursday with 1-3 workers. Other tasks will be completed on Tuesday with a crew of 2 worker.

Irrigation Schedule

- 2 hour irrigation check every Monday.

EXHIBIT "C"

COMPENSATION

| Item by Location | Monthly Amount | Total Annual Amount |
|---|----------------|---------------------|
| Veterans Park | \$1,160 | \$13,920.00 |
| Dateland Park | \$1,436 | \$17,232.00 |
| Avenue 53 Tot Lot | \$580 | \$6,960.00 |
| Library Park | \$1,777 | \$21,324.00 |
| Sierra Vista park | \$902 | \$10,824.00 |
| Rancho De Oro Park | \$1,209 | \$14,508.00 |
| Shady Lane Park | \$715 | \$8,580.00 |
| Fire Station 79 | \$231 | \$2,772.00 |
| Senior Center | \$372 | \$4,464.00 |
| 6 th /Cesar Chavez Park (Etherea) | \$978 | \$11,736.00 |
| Corporate Yard | \$475 | \$5,700.00 |
| Civic Center | \$300 | \$3,600.00 |
| Totals | \$10,135.00 | \$121,620.00 |

- Total Per Month = \$10,135
- Total Annually = \$121,620

- Total not-to-exceed for Two Year Term
 - \$304,050.00 (Two Year Term plus 25% contingency)
- Any additional work requested will be as provided by the Contractor in the response to the RFP for Project 051922.



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Request Authorization to Execute the 2022 Memorandum of Understanding for Integrated Regional Water Management in the Colorado River Basin Funding Area

STAFF RECOMMENDATION:

Authorize the City Manager to Execute the 2022 Memorandum of Understanding (MOU) for Integrated Regional Water Management (IRWM) in the Colorado River Basin Funding Area

DISCUSSION/ANALYSIS:

The City of Coachella is a member of the Coachella Valley Regional Water Management Group (CVRWMG) and as a Regional Water Management Group is able to solicit state grant funding earmarked for Integrated Regional Water Management (IRWM). The CVRWMG was formed as a result of the Regional Water Management Act (SB 1672) in 2002. The establishment of the CVRWMG is outlined in a Memorandum of Understanding (MOU) dated September 9, 2008. In addition to the City of Coachella, the other member agencies that make up the CVRWMG include;

- City of Indio/Indio Water Authority
- Coachella Valley Water District
- Desert Water Agency
- Mission Springs Water District
- Valley Sanitary District

There are 12 IRWM funding areas throughout the state, one of the funding areas is the Colorado River Funding Area. Funding areas are made up of RWMGs and within the Colorado River Funding Area there are four; Coachella Valley RWMG, Imperial RWMG, Mojave RWMG and San Gorgonio RWMG.

This 2022 Memorandum of Understanding (MOU) outlines the Urban and Multi-benefit Drought Relief Grant Program (Drought Grant) funding allocation and coordination amongst the four Regional Water Management Groups within the Colorado River Funding Area. The Drought Grant included a \$5M set aside for each funding areas for underrepresented communities. CVRWMG

agreed with the other RWMGs on a funding split to cover identified projects within the groups. The methodology for the split was 40% split evenly and 60% split by DAC population.

| Urban and Multibenefit Drought Relief Grant Program URC Set-Aside Solicitation | |
|---|---------------------------|
| Region | Funding per Region |
| CVRWMG | \$1,857,771 |
| IRWMG | \$922,558 |
| MRWMG | \$635,807 |
| SGRWMG | \$513,326 |
| Non-IRWM Areas | \$715,538 |
| Grant Administration | \$355,000 |
| Total | \$5,000,000 |

CVRWMG submitted three (3) projects, which were competitively selected:

- Mission Springs Water District well rehabilitation - \$338,787
- Coachella Valley Water District Valley View MHP Water Consolidation - \$600,000
- CV Water Counts – regional DAC conservation program - \$918,984

DAC CV Water Counts Regional Water Conservation Program

| Region | DAC Population by Census Block | Allocation (40% Equal, 60% Popn) | Revised Allocation |
|-------------------|---|---|---------------------------|
| Grant Admin (IWA) | | \$ 10,000 | \$ 10,000 |
| CVWD* | 109,823 | \$ 315,457 | \$ 223,637 |
| CWA | 45,064 | \$ 176,654 | \$ 176,654 |
| IWA | 54,174 | \$ 196,180 | \$ 196,180 |
| MSWD | 34,161 | \$ 153,284 | \$ 153,284 |
| DWA | 36,935 | \$ 159,230 | \$ 159,230 |
| Total | 280,157 | \$ 1,010,804 | \$ 918,984 |

*CVWD reallocated \$91,820 to Valley View.

FISCAL IMPACT:

No anticipated fiscal impact.

2022
MEMORANDUM OF UNDERSTANDING
FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING AND FUNDING IN
THE COLORADO RIVER BASIN FUNDING AREA

This Memorandum of Understanding (MOU) is entered into this 12th day of April 2022 (Effective Date) among the Parties listed below:

PARTIES:

1. Coachella Valley Regional Water Management Group (RWMG), hereinafter CVRWMG agencies includes the following member agencies which are each a Party to this MOU: Coachella Water Authority, hereinafter CWA; Coachella Valley Water District, hereinafter CVWD; Desert Water Agency, hereinafter DWA; Indio Water Authority, hereinafter IWA; Mission Springs Water District hereinafter MSWD; and Valley Sanitary District, hereinafter VSD.

2. Imperial RWMG, hereinafter IRWMG agencies, includes the following member agencies which are each a Party to this MOU: Imperial Irrigation District, hereinafter IID; Imperial County; and the City of Imperial.

3. Mojave RWMG, hereinafter MRWMG agencies, includes the following member agencies which are each a Party to this MOU: Mojave Water Agency, hereinafter MWA; Victor Valley Wastewater Reclamation Authority, hereinafter VVWRA; Technical Advisory Committee, hereinafter TAC; Mojave Desert Resource Conservation District, hereinafter Mojave Desert RCD; and Morongo Basin Pipeline Commission.

4. San Geronio RWMG, hereinafter SGRWMG, includes the following member agencies which are each a Party to this MOU: City of Banning, hereinafter Banning; Banning Heights Mutual Water Company, hereinafter BHMWC; Cabazon Water District, hereinafter CWD, High Valleys Water District, hereinafter HVWD, Riverside County Flood Control and Water Conservation District, hereinafter RCFCWCD; and the San Geronio Pass Water Agency, hereinafter SGPWA.

The agencies acting collectively under this agreement are the COLORADO RIVER INTEGRATED REGIONAL WATER MANAGEMENT GROUPS, hereinafter called the Colorado River IRWM RWMGs. The agencies also are sometimes referred to in this MOU collectively as “Parties” and individually as “Party.”

RECITALS:

- A. The Budget Act of 2021 (Stats. 2021, ch. 240, § 80) allocated \$300 million to DWR to deliver grants for interim and immediate drought relief to urban communities and for multibenefit projects. These grants are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, and to protect fish and wildlife resources. Funding is administered by the Department of Water Resources (DWR).

- B. The intent of the Urban and Multibenefit Drought Relief Grant Program (Drought Grant) is to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, and to protect fish and wildlife resources. DWR included a \$5,000,000 Underrepresented Community (URC) set-aside in the Drought Grant for each funding area that currently has a Proposition 1 DACI Grant Agreement. As the Colorado River Funding Area (CRFA) has a grant agreement between CVWD and DWR for the Proposition 1 DACI program, the CRFA is eligible to receive these funds if the CRFA submits an application. The CRFA submitted an application to DWR for the \$5,000,000 URC set-aside in January 2022 and was awarded the \$5,000,000 funds on March 21, 2022.
- C. The Colorado River Basin Hydrologic Region, also known as the Colorado River Funding Area, is composed of the IRWM regions of the four Parties – the CVRWMG, IRWMG, MRWMG, and SGRWMG. The boundaries of the CVRWMG, IRWMG, MRWMG, and SGRMVG are shown in **Attachment A**. Each IRWM region has been accepted into the IRWM Grant Program via the Region Acceptance Process.
- D. For the purposes of this 2022 MOU, the division of funding and terms of the funding agreement among the Colorado River IRWM regions shall be consistent with terms articulated in **Attachment B**, which are summarized below:

| Urban and Multibenefit Drought Relief Grant Program URC Set-Aside Solicitation | |
|---|--------------------|
| Region | Funding per Region |
| CVRWMG | \$1,857,771 |
| IRWMG | \$922,558 |
| MRWMG | \$635,807 |
| SGRWMG | \$513,326 |
| Non-IRWM Areas | \$715,538 |
| Grant Administration | \$355,000 |
| Total | \$5,000,000 |

- E. DWR does not consider the cost of applying for the URC Set-Aside to be an eligible cost. Therefore, each RWMG will be required to contribute funds to pay for their portion of the grant application cost. CVWD will enter into a contract with Woodard & Curran to complete the grant application. MRWMG, SGRWMG and IRWMG will provide their portion of the grant application cost, including costs for the Woodard & Curran contract, to CVWD. Each RWMG shall be responsible for payment of its respective share of grant application costs, based on the table below, to CVWD within 30 days of the date of invoices submitted by CVWD to the representatives for each RWMG as set forth in this MOU. The application cost for the non-IRWM applicant, City of Needles, was contracted separately between the City of Needles and Woodard & Curran, as the City of Needles is not a party to this MOU. The estimated grant application cost for the four RWMGs is \$69,394. The cost for Task 1 – Project Management (project management, CRFA and non-IRWM coordination) of \$24,222 was split equally between the four RWMGs and the cost for Task 2 – Grant Application of \$45,172 was split based on the number of projects each RWMG included in the application.

| Estimated URC Set-Aside Grant Application Cost Per RWMG | | |
|---|--|---------------------------------|
| RWMG | No of Projects Included in Application | Grant Application Cost per RWMG |
| Mojave RWMG | 3 | \$19,607.10 |
| San Gorgonio RWMG | 1 | \$10,572.70 |
| Imperial RWMG | 3 | \$19,607.10 |
| Coachella Valley RWMG | 3 | \$19,607.10 |
| Total | 10 | \$69,394.00 |

- F. Each Party, with the exception of the IRWMG, has adopted an accepted IRWM Plan pursuant to Water Code § 10530 et seq that meets the 2016 Integrated Regional Water Management Grant Program Guidelines (2016 Guidelines). An IRWM Plan that meets the 2016 Guidelines is not required to participate in the URC Set-Aside of the Drought Grant. The Parties now desire coordination of applications for the URC Set-Aside to fund projects to enhance the quality of planning, identify opportunities for supporting common goals and projects, and improve the quality and reliability of water in the CRFA and throughout the State of California. The Parties will rank and select projects for inclusion in the URC Set-Aside grant applications for their projects consistent with their respective IRWM Plans. A Call for Projects and project selection process was completed for the non-IRWM areas of the CRFA with the four parties ranking and selecting the project for inclusion in the URC Set-Aside application.
- G. The Parties will balance the necessary autonomy of each planning region to plan for itself at the appropriate scale with the need to coordinate among themselves to improve inter-regional cooperation and efficiency. By consensus, the Parties have developed the 2022 MOU to improve the IRWM planning process in the Funding Area to coordinate planning across planning region lines, and facilitate the appropriation of funding for IRWM projects by DWR.
- H. The Parties will coordinate on grant funding requests to ensure that the sum of the total grant requests does not exceed the amount designated for the funding region.

The RECITALS are incorporated herein and the PARTIES hereby mutually agree as follows:

1. Definitions

The following terms and abbreviations, unless otherwise expressly defined by their context, shall mean:

- A. **Funding Area** – refers to any one of the 12 regions and sub-regions referenced in Public Resources Code section 79744(b) and allocated a specific amount of funding to support IRWM activities. The Colorado River Basin Hydrologic Region (also referred to as Colorado River Funding Area or CRFA) incorporates lands in the Colorado River Basin Regional Water Quality Control Board.
- B. **RWMG** – refers to a group of at least three agencies, two of which must have statutory authority over water management, that have joined together to manage water resources to meet regional needs. Each RWMG is the documented leader of IRWM planning and implementation efforts in a planning region.
- C. **Planning Region** – refers to regions with integrated stakeholders, agencies and projects in their regions for the purpose of coordinating with other planning regions and DWR. The boundaries of the four planning regions in the Colorado River Funding Area are shown in **Attachment A**.

- D. **Colorado River Integrated Regional Water Management RWMGs (Colorado River IRWM RWMGs)** – refers collectively to the four RWMGs entering into this MOU. The Colorado River IRWM RWMGs is composed of at least one representative from each recognized RWMG in the Funding Area. The Colorado River IRWM RWMGs will meet periodically to discuss issues pertaining to the Funding Area and make recommendations to their RWMGs.
- E. **Stakeholder Advisory Committee** – refers to the recognized committee or committees of stakeholders advising a planning region’s RWMG and/or governing agencies on key issues related to IRWM planning and grant applications.
- F. **Non-IRWM Area** – refers to areas within the CRFA as shown in **Attachment A** that do not fall within the CVRWMG, MRWMG, SGRWMG and IRWMG boundaries accepted by DWR through the Region Acceptance Process (RAP).

2. General Planning Cooperation

All RWMGs will meet on an as-needed basis throughout the Drought Grant application and administration process. The number and timing of meetings will depend on the amount and intensity of planning and coordination efforts of the planning regions required to apply for and administer the Drought Grant. The efforts of the Colorado River IRWM Parties will be to coordinate on Drought Grant-related funding efforts, enhance the quality of planning, and identify opportunities for supporting common goals and projects in the Funding Area.

3. Scope of the Agreement

Nothing contained within this MOU binds the Parties beyond the scope or term of this MOU unless the Parties expressly so agree in subsequent agreements, amendments, or contracts. With the exception of Recital E for the grant application cost, this MOU does not require any commitment of funding beyond that which is voluntarily committed by separate board actions but recognizes in-kind contributions of RWMG agencies and stakeholders.

4. Term of Agreement

The term of this MOU is from its Effective Date set forth above to the end of the fund expenditure date included in the Urban and Multibenefit Drought Relief Grant Program (Drought Grant) unless extended or terminated by mutual agreement of the Parties.

5. Modification or Termination

This MOU may be modified or terminated with the concurrence of the RWMGs. Modification or termination shall be effective upon execution of a written agreement by all the RWMGs.

6. Notice

Any notices sent or required to be sent to any RWMG shall be electronically mailed to the representatives designated for each member agency of the RWMGs.

7. Funding Uncertainties

The RWMGs do not guarantee that these coordination efforts and applications for funding will result in actual funding of any specific project. Nothing in this MOU shall be construed as creating a promise or guarantee of future funding. No liability or obligation shall accrue to any Party if DWR does not provide funding in response to any Party’s application. The Parties are committed to planning and coordinating

notwithstanding IRWM funding. The form of such coordination may change based on the sources of funding.

8. Indemnification

To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Parties, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses, and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with work performed pursuant to this MOU. Such obligation shall not apply to any loss, damage, or injury, as may be caused by the sole negligence or willful misconduct of a Party, its directors, officers, employees, agents, and consultants.

9. Miscellaneous Provisions

- A. **Governing Law:** This MOU is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties shall be brought in a court of competent jurisdiction in Imperial, Riverside, or San Bernardino Counties, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.
- B. **Severability and Validity of Provisions:** If any provision of this MOU is held by a court to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.
- C. **Arms' Length Negotiations:** This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsels. No provision contained herein shall be construed against any Party because of its participation in preparing this MOU.
- D. **Waiver:** Any waiver by a Party of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective Parties to require from the others exact, full and complete compliance with any terms of the MOU shall not be construed to change the terms hereof or to prohibit the Party from enforcement hereof.
- E. **Execution in Parts or Counterparts:** This MOU may be executed and delivered in any number of parts or counterparts, hereinafter called "Counterpart". When each Party has signed and delivered at least one Counterpart to the other parties hereto, each Counterpart shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the Parties hereto. Facsimile or electronic signatures shall be binding.
- F. **Exclusive Expression of Agreement:** This MOU is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown on the attached counterpart signature pages:

On behalf of the Mojave Regional Water Management Group:

Mojave Water Agency

Allison Febbo, General Manager

Date

Technical Advisory Committee

Marina West, Chairperson

Date

On behalf of the San Gorgonio Regional Water Management Group:

City of Banning

Doug Schulze, City Manager

Date

On behalf of the Coachella Valley Regional Water Management Group

Jim Barrett
Coachella Valley Water District

Bryan H. Montgomery
Indio Water Authority

Arden Wallum
Mission Springs Water District

Mark Krause
Desert Water Agency

Dr. Gabriel Martin
Coachella Water Authority

Beverli Marshall
Valley Sanitary District

On behalf of the Imperial Regional Water Management Group:

Imperial County

Esperanza Colio, Deputy CEO

Date

Attachment B Allocation of Drought Grant Funds

DWR included a \$5,000,000 Underrepresented Community (URC) set-aside in the Urban and Multibenefit Drought Relief Grant Program (Drought Grant) for each funding area that currently has a Proposition 1 DACI Grant Agreement. As the Colorado River Funding Area (CRFA) has a grant agreement between CVWD and DWR for the Proposition 1 DACI program, the CRFA is eligible to receive these funds if the CRFA submits an application. During a call on November 4, 2021, all Colorado River IRWM RWMGs agreed to use a funding split of 40% split evenly, and 60% of funds split by DAC population. Imperial RWMG returned a portion of their initial allocation (\$31,234) to the CRFA, which was reallocated to increase grant administration funds and then reallocated based on DAC population in the other three RWMGs and the non-IRWM area.

This MOU addresses only the Drought Grant solicitation, which is allocated in accordance with the amounts shown in the following table.

| Drought Grant -URC Set-Aside Solicitation | | | | |
|--|-----------------------|----------------------------|---------------------|-------------------------|
| IRWM Region | DAC Population | Initial Allocation* | Reallocation | Final Allocation |
| <i>Grant Administration</i> | <i>N/A</i> | <i>\$340,000</i> | <i>+\$15,000</i> | <i>\$355,000</i> |
| Coachella Valley | 352,290 | \$1,846,967 | +\$10,804 | \$1,857,771 |
| San Gorgonio | 62,395 | \$512,304 | +\$1,022 | \$513,326 |
| Mojave | 138,843 | \$633,894 | +\$1,913 | \$635,807 |
| Imperial | 33,338** | \$953,792 | -\$31,234 | \$922,558 |
| Non-IRWM | 81,310 | \$713,044 | +\$2,494 | \$715,538 |
| Total | 668,176 | \$5,000,000 | \$0 | \$5,000,000 |

*Initial allocation was based on a 40% / 60% split, with 40% of the available funding being split equally between the four RWMGs and the non-IRWM area and the remaining 60% split by DAC population in each of the four RWMGs and non-IRWM area.

**Note: DAC population within existing Imperial IRWM region only; eastern Imperial County DAC population is included in Non-IRWM population.

These funds will be disbursed through the existing DAC Involvement grant agreement. With respect to the funding designated to each planning region through this contract, the following shall apply:

1. The Colorado River IRWM RWMGs agree to use due diligence distributing and reimbursing for grant funding in an expeditious manner. Based on the current schedule elaborated by DWR, funding should be spent by March 31, 2026. To ensure that this condition is met, the RWMGs agree to do the following:
 - a. Review DWR invoices on a quarterly basis to monitor the amount of grant funding not yet encumbered.
 - b. As soon as practicable two and a half years after the contract has been executed with DWR, the RWMGs will conduct a formal evaluation of funds not yet encumbered. Any funding which has not yet been encumbered by one of the planning regions and the non-IRWM area is subject to redistribution. The redistribution calculation shall be determined first pursuant to the agreed upon allocation split based on DAC population and second determined by project need by Colorado River IRWM RWMGs.



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Adopt an Annual Budget And Organizational Structure for Fiscal Year 2022-23

STAFF RECOMMENDATION:

Adopt Resolutions No. 2022-47, WA-2022-04, SD-2022-03, FD-2022-03 and CBL-2022-02 approving the annual budget and organizational structure for fiscal year 2022-23 for the City of Coachella and its component units.

BACKGROUND:

In the proposed budget for fiscal year 2022-23, the City of Coachella and its component units have budgeted revenues of \$95.4 million and appropriations of \$91.9 million. \$17.5 million of these appropriations are for capital expenditures. The City's General Fund has budgeted revenues of \$31.8 million and expenditure appropriations of \$31.8 million resulting in a balanced budget. The General Fund is projected to have total reserves of \$25.3 million and unrestricted reserves of \$17.8 million at June 30, 2023. Details are provided in the schedules and tables that follow.

Budget Preparation and Presentation

The budget process has been ongoing since February of this year. Department request budgets were prepared and presented to Council at the June 8, 2022 budget study session. These request budgets resulted in a deficit budget of \$978,488. The City manager made adjustments reducing the deficit to \$181,202 prior to proposing this budget. Based on the feed back from the Council study session and further analysis of the projected revenues and expenditures, the City Manager is recommending a balanced budget. The balanced budget allows for the increased service capacity discussed with Council at the study session but does not expend any General Fund reserves.

History

During the prior two fiscal years (2020-2021 - 2021-2022) the City of Coachella has seen a steady economic recovery for our community notwithstanding the effects of COVID-19. The voters passed Measure U, a sales tax rate increase of 1% in November of 2014 and initiated a cannabis tax in 2018. These funds and increases in other revenue sources along with under budget expenditures have provided for significant surpluses in the past two years. However, the City incurred steep increases in contract costs with Riverside County Sheriff and Riverside County/Cal Fire for Police and Fire services. Measure U sales tax revenue and the City's Public Safety CFD (2005-1) continue to allow the City to cover these

increased public safety cost levels into FY 2022-2023 with no reductions in levels of service but these Public Safety contracted service increases by Riverside County continue to be a principal fiscal challenge for the City.

ECONOMIC FORECASTS:

As the local and national economies have struggled to cope with the rising inflation and turbulence in the stock and oil markets, the broader economy is seeing significant growth. National unemployment has dropped significantly from pandemic highs of 14.8% in April 2020 to 6.1% in April 2021 to 3.6% in April 2022 according to the U.S. Bureau of Labor Statistics. City revenues are largely driven by consumer spending, home prices and broader economic growth. Although there have been pull backs in these areas recently, the pull backs are insignificant when compared to the gains seen over the past couple of years.

Given this unprecedented volatility in economic data, City staff focused on evaluating City revenues based on historical data while accounting for likely effects that will occur from current known factors. The estimates used are conservative and will hold if the broader economy stagnates or encounters a temporary recessionary dip as inflation and interest rates normalize. Finance staff will continue to monitor economic data throughout the year. The City of Coachella will continue to endeavor to maintain a diversified and stable revenue base to minimize the effects of economic fluctuation. All estimates are conservative and based on historical perspectives or known events.

General Fund

General fund revenues are categorized into seven broad categories taxes, licenses and permits, charges for services, intergovernmental, fines and forfeitures, interest and other revenues and transfers in from other funds.

City of Coachella
General Fund Historical and Projected Revenues by Type
Fiscal Year 2022-2023

| | | | FY 2021-22 | |
|----------------------------|----------------------|----------------------|-----------------------|----------------------|
| | FY 2020-21 Actual | FY 2021-22 Budget | Estimated Year End | FY 2022-23 Budget |
| Taxes | \$ 23,371,431 | \$ 20,647,000 | \$ 22,212,907 | \$ 23,894,380 |
| Licenses and Permits | 648,250 | 508,000 | 508,000 | 523,000 |
| Charges for Services | 560,751 | 585,000 | 585,000 | 765,000 |
| Intergovernmental | 1,193,516 | 1,199,349 | 1,199,349 | 1,270,816 |
| Fines and Forfeitures | 141,647 | 166,598 | 166,598 | 173,000 |
| Interest and Other Revenue | 609,114 | 178,000 | 178,000 | 576,000 |
| Transfers | 4,159,009 | 4,038,198 | 4,038,198 | 4,616,091 |
| Total | \$ 30,683,718 | \$ 27,322,145 | \$ 28,888,052 | \$ 31,818,287 |

Taxes are the largest component of City revenues accounting for nearly 88% of general fund revenues. With 2022-23 revenues expected to increase \$1.7 million from the prior year projected total. The largest

component of these increases is sales tax.

Intergovernmental revenues are substantial in comparison to other categories. The largest components of this category are the lease payment from the water system and the rental of City facilities.

The general fund's position as the originating fund for all service components, i.e., Water, Sanitary, Fire, Police, Streets, etc. has resulted in the general fund now receiving service charges from operating funds.

The general fund is the main operating fund of the City of Coachella. It is used to account for all financial resources except where legal, administrative or Generally Accepted Accounting Principles (GAAP) requirements cause them to be accounted for in another fund. The City's general fund activity includes departments that serve the general public as well as functions that provide administrative support to the various departments within the government and its agencies. The table shown below provides a summary list of the general fund Departments and their respective budgets.

City of Coachella
General Fund Historical and Projected Expenditures by Department
Fiscal Year 2022-2023

| Department Name | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|----------------------|----------------------|----------------------|-----------------------|----------------------|
| | Actual | Actual | Estimated Year End | Budget |
| General Government | \$ 3,029,788 | \$ 3,762,882 | \$ 4,093,992 | \$ 5,302,664 |
| City Manager | 628,950 | 724,606 | 918,013 | 1,019,928 |
| Economic Development | 145,605 | 176,045 | 214,717 | 205,331 |
| Finance | 1,171,464 | 1,220,641 | 1,558,072 | 1,776,450 |
| Engineering | 1,082,265 | 985,678 | 926,873 | 1,165,419 |
| Development Services | 1,751,798 | 1,746,843 | 2,190,282 | 2,635,420 |
| Public Works | 4,789,452 | 5,001,782 | 5,925,681 | 6,495,627 |
| Police | 9,743,571 | 9,964,430 | 10,350,306 | 10,902,902 |
| Fire | 1,699,652 | 1,617,763 | 2,123,308 | 2,314,547 |
| | <u>\$ 24,042,545</u> | <u>\$ 25,200,670</u> | <u>\$ 28,301,246</u> | <u>\$ 31,818,287</u> |

Water Authority

The Water Authority's revenue budget projects total revenues of approximately \$7.56 million which represents an increase of 2.8% decrease over the prior fiscal year. The decrease in revenue is largely the result of shifts in grant funding. Overall operating revenues are projected to remain flat compared to the prior year.

The Authority's expenditures are projected to be \$7.76 million which is 6.9% greater than last year. This is due to expected increases in energy costs and the purchase of a field service vehicle.

City of Coachella
Water Authority Projected Revenues and Expenses
Fiscal Year 2022-2023

| | Projected 2021-22 | Budget 2022-23 |
|--------------------------------------|----------------------|---------------------|
| <u>Beginning Net Position</u> | | |
| Restricted | \$ 8,366,260 | \$ 8,916,260 |
| Unrestricted | 3,902,675 | 3,871,495 |
| Total Beginning Net Position | 12,268,935 | 12,787,755 |
| <u>Revenues</u> | | |
| Connection Fees | 550,000 | 550,000 |
| Utility Service | 6,200,000 | 6,200,000 |
| Ground Water Replenishment | 450,000 | 550,000 |
| Interest, Grants , & Other Revenue | 577,000 | 257,500 |
| Total Revenue | 7,777,000 | 7,557,500 |
| <u>Expenditures</u> | | |
| Operating Costs | 2,796,019 | 3,308,896 |
| Administrative Costs | 2,505,505 | 2,737,523 |
| Depreciation & Amortization | 1,400,000 | 1,200,000 |
| Debt Service - Interest Payments | 556,655 | 509,437 |
| Total Expenditures | 7,258,180 | 7,755,857 |
| Surplus (Deficit) | 518,820 | (198,357) |
| <u>Ending Net Position</u> | | |
| Restricted | 8,916,260 | 9,466,260 |
| Unrestricted | 3,871,495 | 3,123,139 |
| Total Ending Net Position | \$ 12,787,755 | \$12,589,399 |

Sanitary District

The Sanitary District's 2022-2023 budget includes revenues projected at \$6.88 million, which represents a decrease of 3.8% over the prior fiscal year. This results from projected decreases in service charges based on current year activity.

District expenditures are budgeted at \$6.75 million, which is 8.7% lower than last year. The decrease is due to reductions in operating and administrative costs.

City of Coachella
Sanitary District Projected Revenues and Expenses
Fiscal Year 2022-2023

| | Projected 2021-22 | Budget 2022-23 |
|--------------------------------------|----------------------|---------------------|
| <u>Beginning Net Position</u> | | |
| Restricted | \$ 6,359,699 | \$ 7,259,699 |
| Unrestricted | (1,156,355) | (2,294,585) |
| Total Beginning Net Position | 5,203,344 | 4,965,114 |
| <u>Revenues</u> | | |
| Connection Fees | 900,000 | 900,000 |
| Utility Service | 6,050,000 | 5,850,000 |
| Property Taxes | 160,000 | 99,000 |
| Interest & Other Revenue | 52,702 | 39,527 |
| Total Revenue | 7,162,702 | 6,888,527 |
| <u>Expenditures</u> | | |
| Operating Costs | 2,677,555 | 2,485,408 |
| Administrative Costs | 2,533,875 | 2,181,291 |
| Depreciation & Amortization | 1,522,623 | 1,472,623 |
| Debt Service - Interest | 666,879 | 614,964 |
| Total Expenditures | 7,400,932 | 6,754,286 |
| Surplus (Deficit) | (238,230) | 134,241 |
| <u>Ending Net Position</u> | | |
| Restricted | 7,259,699 | 8,159,699 |
| Unrestricted | (2,294,585) | (3,060,344) |
| Total Ending Net Position | \$ 4,965,114 | \$ 5,099,355 |

Fire Protection District

The Coachella Fire Protection District (the District) was created in December 1990 to provide fire protection services to the residents of the City of Coachella. The Riverside County Fire Protection District provides all necessary services that are described in a contract between the two entities. The District is funded through transfers from the City's general fund, property tax collected, interest earned on investments, and miscellaneous sources.

The District's 2022-2023 budget includes revenues projected at \$4.14 million which represents an increase of 8.9% over the prior fiscal year. This results from expenditure increases since the additional costs are passed along to the City's general fund through a transfer.

District expenditures are budgeted at \$4.14 million, which is a 19.9% increase from last year. The increase is due to projected increases in Riverside County contract costs.

The District is currently staffed by one (1) fire engine company with a (municipal) Fire Captain and (Advanced Life Support) Paramedic for a total of four personnel daily. The cooperative agreement includes three (3) Fire Captains, one (1) Fire Apparatus Engineer, one (1) Fire Apparatus

Engineer/Paramedic, one (1) Firefighter II, and four (4) Firefighter-II/Paramedic positions.

In addition to the staffed positions, an active Volunteer Reserve Firefighter Program boasts a company of approximately 6 volunteer firefighters.

City of Coachella
Fire Protection District Projected Revenues and Expenses
Fiscal Year 2022-2023

| | Projected 2021-22 | Budget 2022-23 |
|--------------------------------------|----------------------|-------------------|
| Beginning Fund Balance | \$ - | \$ 350,000 |
| <u>Revenues</u> | | |
| General Fund Transfer | 2,051,999 | 2,314,547 |
| Community Facility District Transfer | 763,800 | 874,000 |
| Property Taxes | 885,400 | 912,000 |
| Interest & Other Revenue | 102,000 | 42,000 |
| Grants | - | - |
| Total Revenue | 3,803,199 | 4,142,547 |
| <u>Expenditures</u> | | |
| Other Professional Services | 3,118,456 | 3,661,000 |
| Administration/Other | 334,743 | 481,547 |
| Total Expenditures | 3,453,199 | 4,142,547 |
| Surplus (Deficit) | 350,000 | - |
| Projected Ending Fund Balance | \$ 350,000 | \$ 350,000 |

Cable Public Access

This component unit no longer has an active funding source and has expensed all resources. The expected revenue and expenditure budgets for fiscal year 2022-23 are \$0.

Other Funds

The City has various funds which are used to account for the flow of resources with specific purposes. For the most part these directly interact with the general fund or one of the other operating component unit funds (Water Authority, Sanitary District, Fire Protection District).

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted for specific purposes. Special Revenue funds include State and Federal grant/program revenues, development impact fees, landscape and lighting maintenance districts and special assessments collected through community facility districts.

Capital Improvement Funds are used to account for project costs for the building of infrastructure to attract business and expand capacities. The Capital Improvement Program (CIP) found in the last budget section is a listing of proposed and existing projects for the acquisition and construction of capital assets. These programs are outlined in the proposed five-year capital budget and existing capital projects. The five-year Capital Improvement Plan includes proposed financing for the 2022-23 fiscal year. The Engineering Department has provided a comprehensive capital improvements plan that utilizes developer impact fees, grants and self-generated funds from the City's enterprise operations. Although the funds required for the proposed fiscal year projects are available, future year's projects may have a "To Be Determined" footnote if funds have not yet been identified.

RECOMMENDED ALTERNATIVE(S):

1. Approve the 2022-23 City Manager Recommended Budget as presented.
2. Implement increases/decreases in expenditure appropriations and approve the 2022-23 City Manager Recommended Budget as amended.

ATTACHMENTS:

Fiscal year 2022-23 City Manager Recommended Budget
Resolution No. 2022-47
Resolution No. WA-2022-04
Resolution No. SD-2022-03
Resolution No. FD-2022-03
Resolution No. CBL-2022-02

RESOLUTION 2022-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA, ADOPTING AN ANNUAL BUDGET AND
ORGANIZATIONAL STRUCTURE FOR FISCAL YEAR 2022-23**

WHEREAS, an annual budget and organization structure for Fiscal Year 2022-23 has been prepared by the City Manager, Department Heads and other City personnel; and

WHEREAS, the City Council has examined said budget and organizational structure and conferred with the City Manager and Departments heads; and

WHEREAS, the City Council has, after due deliberation and consideration, made such amendments in the proposed annual budget and organizational structure as it considered desirable; and

WHEREAS, the City Council has, after due deliberation and consideration, made such amendments in the proposed annual budget and organizational structure as it considered desirable; and

NOW THEREFORE, be it resolved by the City Council of the City of Coachella, California, as follows:

SECTION 1. That the budget and organizational structure attached hereto and made a part hereof is hereby approved and effective July 1, 2022.

SECTION 2. That the Capital Improvements Budget for fiscal 2022-23 is hereby approved effective July 1, 2022.

SECTION 3. An increased transfer is approved effective June 30, 2022 to the Fire Protection District sufficient to retain full cost coverage and funding for the City's share of the ladder truck as previously approved (City share \$350,000).

SECTION 4. Transfer funds to the development impact fee fund for bridge and grade separation (Fund 120) from the development impact fee fund for streets and transportation (Fund 127) in the amount of \$92,129.69 or amount to bring the bridge and grade separation fund to a \$0 balance in fiscal year 2022.

SECTION 5. Appropriate and transfer funds to the City's CIP fund (182) from the development impact fee fund for bus shelters (123) to partially cover bus stop costs for the Pueblo Viejo Transit Hub (ST-130) project in fiscal year 2022.

SECTION 6. That all debt service payments on previously authorized debts issuances are authorized along with applicable transfers into and out of the City's debt service fund.

SECTION 7. Reallocate funding appropriations for project S-24 by transferring \$100,000 from the Measure A Fund (117) for street resurfacing.

PASSED, APPROVED and ADOPTED, this 13th day of July 2022.

Steven A Hernandez, Mayor

ATTEST:

Angela M. Zepeda

City Clerk

APPROVED AS TO FORM:

Carlos Capos

City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-47 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 13 day of July 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION NO. WA-2022-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY, ADOPTING AN ANNUAL BUDGET AND ORGANIZATIONAL STRUCTURE FOR FISCAL YEAR 2022-23

WHEREAS, an annual budget and organizational structure for Fiscal Year 2022-23 has been prepared by the Executive Director and Authority staff and

WHEREAS, the Board of Directors has examined said budget and organizational structure and conferred with the Executive Director and Authority staff and

WHEREAS, the Board of Directors desires to adopt a final annual budget and organizational structure for Fiscal Year 2022-23; and

WHEREAS, the Board of Directors has, after due deliberation and consideration, made such amendments in the proposed annual budget as it considered desirable.

NOW THEREFORE, be it resolved by the Board of Directors of the Coachella Water Authority, as follows:

Section 1: That the budget and organizational structure attached hereto and made a part hereof is hereby approved and effective July 1, 2022.

Section 2: That the Capital Improvements Budget for fiscal 2022-23 is hereby approved effective July 1, 2022 along with the expenditure of related capital grant funds.

Section 3: That all debt service payments for previously authorized debts issuances are authorized.

PASSED, APPROVED and ADOPTED this 13th day of July 2022.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
General Counsel

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

I HEREBY CERTIFY that the foregoing Resolution No. WA-2022-04 was duly adopted by the Board of Authority of the Coachella Water Authority at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of the Authority:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION NO. SD-2022-23

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA SANITARY DISTRICT, ADOPTING AN ANNUAL BUDGET AND ORGANIZATIONAL STRUCTURE FOR FISCAL YEAR 2022-23

WHEREAS, an annual budget and organizational structure for Fiscal Year 2022-23 has been prepared by the District Manager and other District personnel; and

WHEREAS, the Board of Directors has examined said budget and organizational structure and conferred with the District Manager; and

WHEREAS, the Board of Directors desires to adopt a final annual budget and organizational structure for Fiscal Year 2022-23; and

WHEREAS, the Board of Directors has, after due deliberation and consideration, made such amendments in the proposed annual budget as it considered desirable.

NOW THEREFORE, be it resolved by the Board of Directors of the Coachella Sanitary District, as follows:

Section 1: That the budget and organizational structure attached hereto and made a part hereof is hereby approved and effective July 1, 2022.

Section 2: That the Capital Improvements Budget for fiscal 2021-22 is hereby approved effective July 1, 2022 along with the expenditure of related capital grant funds

Section 3: That all debt service payments for previously authorized debts issuances are authorized.

Section 4: Reallocate funding for project S-24 from sewer rate payer funds by transferring all approved project costs allowed by connection fee restrictions from the Sewer Connection Fee Fund (360) for new sewer line installation to the Sewer Fund (361)

PASSED, APPROVED and ADOPTED, this 13th day of July 2022.

Steven A Hernandez
President

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Capos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. SD-2022-03 was duly adopted by the Board of Directors of the Coachella Sanitary District at a regular meeting thereof, held on this 13th day of July 2022, by the following vote of Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION NO. FD-2022-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA FIRE PROTECTION DISTRICT, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2022-23

WHEREAS, an annual budget for Fiscal Year 2022-23 has been prepared by the District Manager, Fire Chief and other District personnel; and

WHEREAS, the Board of Directors has examined said budget and conferred with the District Manager and the Fire Chief; and

WHEREAS, the Board of Directors desires to adopt a final annual budget for the Fiscal Year 2022-23; and

WHEREAS, the Board of Directors has, after due deliberation and consideration, made such amendments in the proposed annual budget as it considered desirable.

NOW THEREFORE, be it resolved by the Board of Directors of the Coachella Fire Protection District, as follows:

Section 1: That the budget attached hereto and made a part hereof is hereby approved and effective July 1, 2021.

Section 2: That the Capital Improvements Budget for fiscal 2022-23 is hereby approved effective July 1, 2022.

PASSED, APPROVED and ADOPTED this 13th day of July 2022.

Steven A. Hernandez
Chairman

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. FD-2022-03 was duly adopted by the Board of Directors of the Coachella Fire Protection District at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION CBL-2022-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2022-23

WHEREAS, an annual budget for Fiscal Year 2022-23 has been prepared by the District Manager; and

WHEREAS, the Board of Directors has examined said budget and conferred with the District Manager, and

WHEREAS, the Board of Directors has, after due deliberation and consideration, noted that there is no separate revenue source for the associated component unit fund in the City’s financial statements.

WHEREAS, the Board of Directors has determined that until specific funding sources are identifies, a separate fund is not necessary.

NOW THEREFORE, be it resolved by the Board of Directors of the Coachella Educational and Governmental Access Cable Channel Corporation, as follows:

Section 1: That the budget consisting of no revenues or expenditures is hereby approved and effective July 1, 2022.

Section 2: The Board of Directors approves a transfer of funds to the General Fund to cover the costs of public access to City Council meetings that are expensed in the General Fund effective June 30, 2022 in the amount of \$55,489 or to bring the fund balance to \$0.

PASSED, APPROVED and ADOPTED this 13th day of July 2022.

Steven A. Hernandez
Chair

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. CBL-2022-02, was duly adopted by the Board of Directors of the Coachella Educational and Governmental Access Cable Channel Corporation at a regular meeting thereof, held on the 13th day of July 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

CITY OF COACHELLA, CALIFORNIA



Proposed Budget Fiscal Year 2022-2023



CITY OF COACHELLA

Fiscal Year 2022/2023

Adopted Budget

CITY OFFICIALS

CITY COUNCIL

MAYOR.....STEVEN HERNANDEZ
 MAYOR PRO TEM.....JOSE GONZALEZ
 COUNCIL MEMBER.....MEGAN BEAMAN JACINTO
 COUNCIL MEMBER.....DENISE DELGADO
 COUNCIL MEMBER.....NEFTALI GALARZA

OTHER ELECTED OFFICIALS

CITY CLERKANGELA M. ZEPEDA
 CITY TREASURERARTURO AVILES

ADMINISTRATIVE OFFICIALS

CITY MANAGERGABRIEL MARTIN
 CITY ATTORNEYCARLOS CAMPOS
 CHIEF OF POLICERANDY VASQUEZ
 DEVELOPMENT SERVICES DIRECTORGABRIEL PEREZ
 CITY ENGINEERANDREW SIMMONS
 FIRE CHIEFBONIFACIO DE LA CRUZ
 FINANCE DIRECTORNATHAN STATHAM
 PUBLIC WORKS DIRECTORMARITZA MARTINEZ
 UTILITIES MANAGERCÁSTULO ESTRADA



City Manager's Budget Message

Mayor and Members of the City Council also acting as Board Members for the Coachella Sanitary District, Coachella Financing Authority, Coachella Water Authority, Coachella Educational and Governmental Access Cable Channel Corporation and Coachella Fire Protection District,

Introduction and Summary

I am pleased to submit for your review the proposed budget for the City of Coachella for all funds and departments and its component units for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

In the proposed budget for Fiscal Year 2022-2023, the City of Coachella and its component units have budgeted revenues of \$95.4 million and appropriations of \$91.9 million. \$17.5 million of these appropriations are for capital projects (CIP) expenditures. The City's General Fund has budgeted revenues of \$31.8 million and expenditure appropriations of \$31.8 million resulting in a balanced budget. The General Fund is projected to have total reserves of \$25.3 million and unrestricted reserves of \$17.8 million at June 30, 2023. Details are provided in the general fund schedules and tables that follow.

History

During the prior two fiscal years (2020-2021 - 2021-2022) the City of Coachella has seen a steady economic recovery for our community notwithstanding the effects of COVID-19. The voters passed Measure U, a sales tax rate increase of 1% in November of 2014 and initiated a cannabis tax in 2018. These funds and increases in other revenue sources along with under budget expenditures has provided for significant surpluses in the past two years. However, the City incurred steep increases in our contracts with Riverside County Sheriff and Riverside County/Cal Fire for Police and Fire services. The Police Department expenditures are expected to increase by \$552,000 (5%) from last fiscal year and the Fire Department Expenditures are expected to increase by \$191,000 (9%) for a combined total of \$743,000. Measure U sales tax revenue and the City's Public Safety CFD (2005-1) continue to allow the City to cover these increased public safety cost levels into FY 2022-2023 with no reductions in levels of service but these Public Safety contracted service increases by Riverside County continue to be a principal fiscal challenge for the City.

In fiscal year 19-20 the City faced COVID-19 related economic challenges. The pandemic resulted in sales tax reductions of \$883,000 in 19-20, but this reduction was offset by increased allocations for online sales and consumer spending resulting in higher than expected tax revenues in fiscal years 2020-21 and 2021-22.

CHALLENGES AND PRIORITIES

Labor Market Tightening - The current severely low unemployment rate coupled recent high rates of retirement at the City is creating challenges in maintaining timely completion of critical services. These challenges are especially apparent when hiring for more skilled positions. The labor market situation is leading to the increased employment of contract workers and will likely have longer term impacts on compensation costs for the City.

Public Safety Cost Increase - Increases in public safety costs continue to be a challenge for the City. The County of Riverside's continuous increase to public safety services is limiting the amounts available to address capital needs, maintenance and operations in existing and future facilities.

City Manager's Budget Message (continued)

ECONOMIC FORECASTS

As the local and national economies have struggled to cope with the rising inflation and turbulence in the stock and oil markets, the broader economy is seeing significant growth. National unemployment has dropped significantly from pandemic highs of 14.8% in April 2020 to 6.1% in April 2021 to 3.6% in April 2022 according to the U.S. Bureau of Labor Statistics. City revenues are largely driven by consumer spending, home prices and broader economic growth. Although there have been pull backs in these areas recently, the pull backs are insignificant when compared to the gains seen over the past couple of years.

Given this unprecedented volatility in economic data, City staff focused on evaluating City revenues based on historical data while accounting for likely effects that will occur from current known factors. The estimates used are conservative and will hold if the broader economy stagnates or encounters a temporary recessionary dip as inflation and interest rates normalize. Finance staff will continue to monitor economic data throughout the year. The City of Coachella will continue to endeavor to maintain a diversified and stable revenue base to minimize the effects of economic fluctuation. All estimates are conservative and based on historical perspectives or known events.

GENERAL FUND REVENUES

| | FY 2020 Actual | FY 2021 Actual | FY 2022 Estimated at Year End | FY 2021-23 Budget |
|----------------------|----------------------|----------------------|-------------------------------------|----------------------|
| Taxes | \$ 18,409,029 | \$ 23,371,431 | \$ 22,212,907 | \$ 23,894,380 |
| Licenses and Permits | 458,179 | 648,250 | 508,000 | 523,000 |
| Intergovernmental | 1,100,511 | 1,193,516 | 1,199,349 | 1,270,816 |
| Charges for Services | 544,456 | 560,751 | 585,000 | 765,000 |
| Fines and Forfeits | 395,433 | 141,647 | 166,598 | 173,000 |
| Other Revenue | 805,478 | 609,114 | 178,000 | 576,000 |
| Operating Transfers | 3,788,772 | 4,159,009 | 4,038,198 | 4,616,091 |
| Total | \$ 25,501,857 | \$ 30,683,718 | \$ 28,888,052 | \$ 31,818,287 |

General fund revenues are categorized into seven broad categories taxes, licenses and permits, charges for services, fines and forfeitures, intergovernmental, interest and other revenue, and operating transfers.

Taxes are the largest component of City revenues accounting for nearly 88% of general fund revenues. With 2022-23 revenues expected to increase \$1.7 million from the prior year projected total. The largest component of these increases is sales tax.

Intergovernmental revenues are substantial in comparison to other categories. The largest components of this category are the lease payment from the water system and the rental of City facilities.

The general fund's position as the originating fund for all service components, i.e., Water, Sanitary, Fire, Police, Streets, etc. has resulted in the general fund now receiving service charges from operating funds.

City Manager's Budget Message (Continued)

GENERAL FUND EXPENDITURES BY DEPARTMENT

The General Fund is the main operating fund of the City of Coachella. It is used to account for all financial resources except where legal, administrative or Generally Accepted Accounting Principles (GAAP) requirements cause them to be accounted for in another fund.

| Department Name | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|---|----------------------|----------------------|-----------------------|----------------------|
| | Actual | Actual | Estimated Year End | Budget |
| City Council | \$ 189,175 | \$ 173,279 | \$ 282,598 | \$ 282,974 |
| City Clerk | 100,218 | 111,446 | 103,024 | 145,350 |
| City Attorney | 671,589 | 742,903 | 652,000 | 672,500 |
| City Manager | 334,506 | 401,947 | 555,367 | 521,142 |
| Economic Development | 145,605 | 176,045 | 214,717 | 205,331 |
| City Manager - Human Resources | 220,418 | 240,969 | 270,567 | 345,063 |
| City Manager - Grant Administration | 74,026 | 81,690 | 92,080 | 153,723 |
| Finance Department | 651,361 | 691,759 | 791,536 | 1,110,565 |
| Development Services - Administration | - | - | - | 275,649 |
| Development Services - Planning | 701,896 | 795,031 | 1,002,705 | 761,122 |
| Development Services - Cannabis Compliance | - | - | - | 159,209 |
| Engineering-Storm Drain | - | - | - | 140,567 |
| Development Services - Building | 308,991 | 347,927 | 323,625 | 497,511 |
| Engineering Department | 1,082,265 | 985,678 | 926,873 | 1,024,852 |
| Public Works - Parks and Recreation Program | 288,496 | 255,059 | 333,069 | 329,929 |
| Public Works - Seniors Program | 334,118 | 284,865 | 397,691 | 416,352 |
| Public Works - Administration | 176,073 | 174,004 | 242,352 | 343,174 |
| Public Works - Streets | 1,349,581 | 1,337,247 | 1,587,287 | 1,512,975 |
| Public Safety - Police Services | 9,743,571 | 9,964,430 | 10,350,306 | 10,902,902 |
| Public Safety - Fire Services | 1,699,652 | 1,617,763 | 2,123,308 | 2,314,547 |
| Public Works - Parks | 1,563,917 | 1,703,889 | 1,819,213 | 2,101,119 |
| Development Services - Graffiti | 86,998 | 93,860 | 244,872 | 219,954 |
| Development Services - Code Enforcement | 653,912 | 510,026 | 619,080 | 721,976 |
| General Government | 2,068,806 | 2,735,255 | 3,056,371 | 4,201,840 |
| Finance Department - IT | 520,104 | 528,882 | 766,536 | 665,885 |
| Public Works - Fleet Maintenance | 378,774 | 506,515 | 613,297 | 652,384 |
| Public Works - Building Maintenance | 698,493 | 740,204 | 932,773 | 1,139,694 |
| Total | \$ 24,042,545 | \$ 25,200,670 | \$ 28,301,246 | \$ 31,818,287 |

The City's general fund activity includes departments that serve the general public as well as functions that provide administrative support to the various departments within the government and its agencies. The table shown below provides a summary list of the General Fund Departments and their respective budgets.

The City's 91 position staff costs are disbursed among 7 different departments and 29 divisions to be able to ascertain both direct and indirect costs for City services rendered.

City Manager's Budget Message (Continued)

OTHER FUNDS

The City has various funds and special districts. These other funds all have the Coachella City Council as the governing body and have their respective budgets approved by the Council for the fiscal year ended June 30, 2023.

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted for specific purposes. Special Revenue funds include State and Federal grants and subventions, impact fees, funds to be used solely for capital projects, and the property taxes and charges collected by the County Tax-Collector's Office for the Successor Agency of the Former Coachella Redevelopment Agency, the Coachella Sanitary District, and the Coachella Fire Protection District.

CAPITAL IMPROVEMENT FUND

Capital Improvement Funds are used to account for project costs of permanent general or enterprise fund resources used for the building of infrastructure to attract business and expand capacities. The Capital Improvement Program found in the last budget section is a listing of proposed and existing projects for the acquisition and construction of capital assets. These programs are outlined in the proposed five-year capital budget and existing capital projects. The five-year Capital Improvement Plan includes proposed financing for the 2022-23 fiscal year with projected revenue sources and project costs for the next four fiscal years. The Engineering Department has provided a comprehensive capital improvements plan that utilizes bond proceeds from previous issuances, developer impact fees, grants and self-generated funds from the City's enterprise operations. Although the funds required for the proposed fiscal year projects are available, future year's projects may have a "To Be Determined" footnote if funds have not yet been identified.

PROPOSED BUDGET

Summary schedules are presented to Council as a proposed budget. Approval of the budget will legally appropriate funds for the City to operate in fiscal year 2022-23. Council can approve the recommended budget as presented or make modifications to the budget prior to approval. The proposed budget shows that the City is in a strong fiscal position and is poised to provide increased services to residents in fiscal year 2022-23.

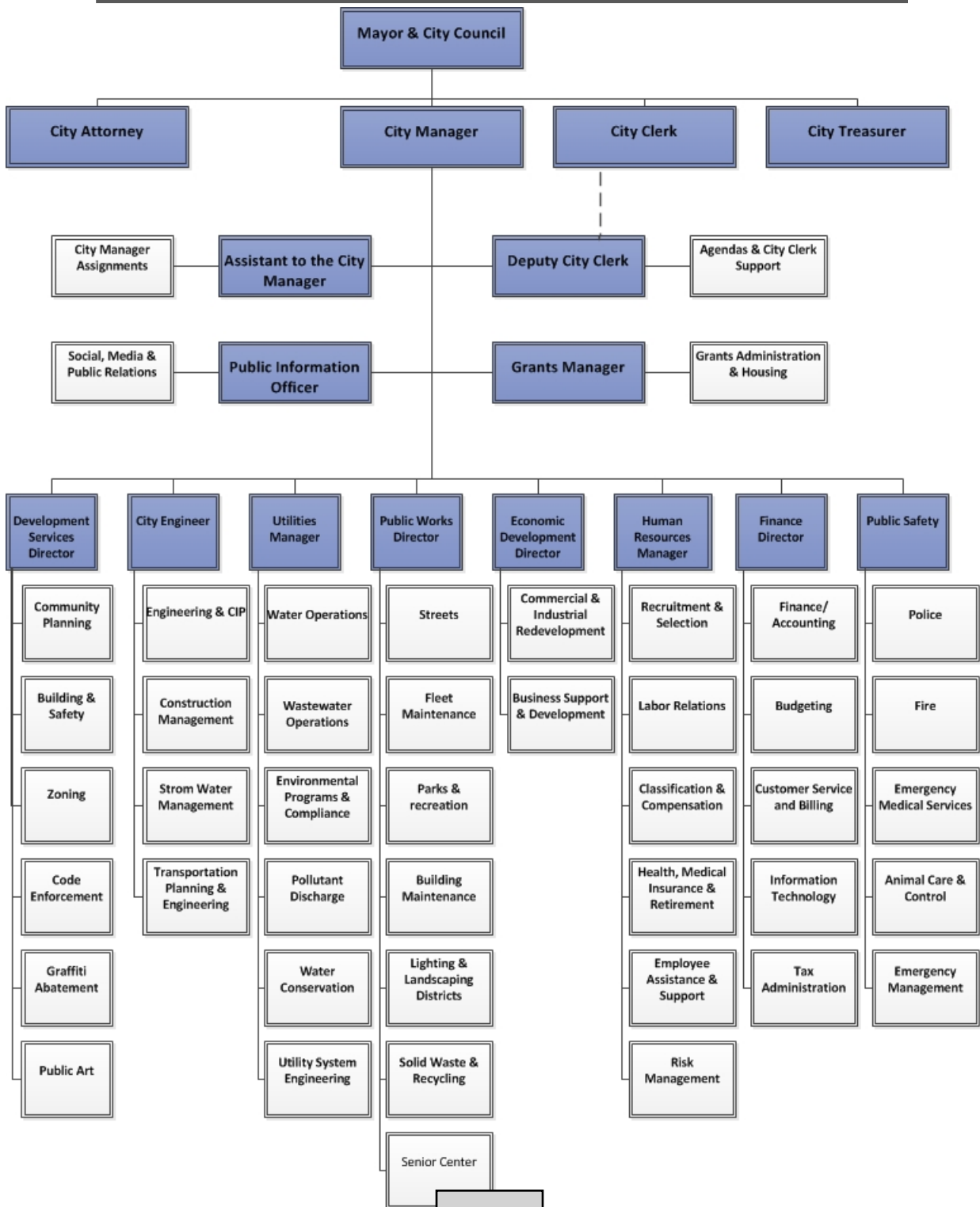
I would like to thank Public Works Director Maritza Martinez, City Engineer Andrew Simmons, Development Services Director Gabriel Perez, Utilities Manager Castulo Estrada, Finance Director Nathan Statham, Accounting Manger Ruben Ramirez, Finance Department staff, and all the City personnel who contributed to the entire budget process.

Respectfully submitted,

Dr. Gabriel Martin
City Manager



General Information City Organizational Chart





General Information Budget Calendar

FISCAL YEAR 2022-23

| | |
|--|-------------|
| Distribute Budget Worksheets | March 7 |
| Review of Revenue Estimates..... | March 14 |
| Budget Worksheets Due to Finance | March 28 |
| Budget Workshop with Department Staff & Budget Committee | April 4-7 |
| Complete First Draft | April 14 |
| Review of first Draft | April 18-21 |
| Complete Second Draft | May 2 |
| Distribute Budget Package to Council | May 4 |
| Budget Study Session | May 11 |
| Budget Study Session (if necessary) | May 25 |
| Public Hearing & Adopt Budget | June 8 |
| Public Hearing & Adopt Budget (If Continued)..... | June 22 |



General Information

List of Funds

Governmental Funds

General Fund

101 General Fund

Special Revenue Funds

108 Road Maintenance-Dillon Road
 109 Road Maintenance & Rehabilitation (SB 1)
 111 State Gas Tax
 112 Air Quality Improvement
 117 Local Transportation - Measure A
 120 Dev Impact Fee -Park Land
 121 Dev Impact Fee -Library
 126 Dev Impact Fee -Park Improvement
 127 Dev Impact Fee -Streets & Transp.
 128 Dev Impact Fee -Police Facilities
 129 Dev Impact Fee -General Gov't
 130 Dev Impact Fee - Fire Facilities
 131 Dev Impact Fee - Public Arts
 152 Grants
 160 Landscape & Lighting Districts
 210 CDBG - Community Development Block Grant
 212 CDBG Home Rehabilitation Program
 222 HOME Program
 232 CAL HOME Program
 240 Fire Protection District
 242 Community Facility District-Police

Enterprise Funds

177 Water Connection Fees
 178 Water Authority
 361 Sewer Connection Fees
 361 Sanitary District

Capital Projects

182 Capital Improvement Projects



Summary Schedules

Ending Fund Balances

| | Projected Fund Balance at 6/30/2022 | 2022-23 Revenues & Other Sources | 2022-23 Appropriations & Other Uses | Revenues Over (Under) Appropriations | Projected Fund Balance at 6/30/2023 |
|--|--|--|---|--|--|
| GENERAL FUND | | | | | |
| 101 General Fund | <u>\$ 25,283,778</u> | <u>\$ 31,818,287</u> | <u>\$ 31,818,287</u> | <u>\$ -</u> | <u>\$ 25,283,778</u> |
| SPECIAL REVENUE FUNDS | | | | | |
| 108 Road Maintenance-Dillon Road | \$ 47,988 | \$ - | \$ - | \$ - | \$ 47,988 |
| 109 Road Maintenance & Rehab (SB 1) | 1,384,806 | 892,000 | 1,401,661 | (509,661) | 875,145 |
| 111 State Gas Tax | - | 1,100,000 | 1,100,000 | - | - |
| 112 Air Quality Improvement | 65,014 | 57,518 | 45,000 | 12,518 | 77,532 |
| 117 Local Transportation - Measure A | 1,241,960 | 615,602 | 561,815 | 53,787 | 1,295,747 |
| 120 Dev Imp Fee - Park Land | (1,327,382) | 699,000 | - | 699,000 | (628,382) |
| 121 Dev Imp Fee - Library | (11,961,854) | 156,000 | 30,000 | 126,000 | (11,835,854) |
| 126 Dev Imp Fee - Park Improvement | (604,044) | 845,000 | - | 845,000 | 240,956 |
| 127 Dev Imp Fee - Streets/Transp. | 142,752 | 782,000 | 968,019 | (186,019) | (43,267) |
| 128 Dev Imp Fee - Police Facilities | 673,702 | 68,675 | - | 68,675 | 742,377 |
| 129 Dev Imp Fee - General Gov't | (4,408,107) | 524,000 | 106,515 | 417,485 | (3,990,622) |
| 130 Dev Imp Fee - Fire Facilities | 1,645,251 | 398,250 | 1,068,718 | (670,468) | 974,783 |
| 131 Dev Imp Fee - Art Public | 219,611 | 2,000 | - | 2,000 | 221,611 |
| 152 Grants | (4,660,527) | 17,280,423 | 12,619,896 | 4,660,527 | - |
| 160 Landscape & Lighting Districts | 1,883,628 | 2,165,343 | 3,935,054 | (1,769,711) | 113,917 |
| 210 CDBG | 172,688 | 725,000 | 725,000 | - | 172,688 |
| 212 CDBG Rehabilitation Home Program | 647,227 | - | - | - | 647,227 |
| 222 HOME Program | 4,609,573 | - | - | - | 4,609,573 |
| 232 CAL HOME Program | 691,666 | - | - | - | 691,666 |
| 240 Fire Protection District | 350,000 | 4,142,547 | 4,142,547 | - | 350,000 |
| 242 Community Facility District - Police | - | 1,431,000 | 1,431,000 | - | - |
| Total Special Revenue Funds | <u>\$ (9,186,048)</u> | <u>\$ 31,884,358</u> | <u>\$ 28,135,225</u> | <u>\$ 3,749,133</u> | <u>\$ (5,436,915)</u> |
| ENTERPRISE FUNDS | | | | | |
| 178 Water Authority | \$ 12,787,755 | \$ 7,557,500 | \$ 7,755,857 | \$ (198,357) | \$ 12,589,399 |
| 361 Sanitary District | 4,965,114 | 6,888,527 | 6,754,286 | 134,241 | 5,099,355 |
| Total Enterprise Funds | <u>\$ 17,752,870</u> | <u>\$ 14,446,027</u> | <u>\$ 14,510,143</u> | <u>\$ (64,116)</u> | <u>\$ 17,688,754</u> |
| CAPITAL PROJECTS | | | | | |
| 182 Capital Improvement Projects | <u>\$ 180,789</u> | <u>\$ 17,276,320</u> | <u>\$ 17,457,109</u> | <u>\$ (180,789)</u> | <u>\$ -</u> |
| | <u>\$ 34,031,390</u> | <u>\$ 95,424,992</u> | <u>\$ 91,920,764</u> | <u>\$ 3,504,228</u> | <u>\$ 37,535,618</u> |



Summary Schedules

General Fund Balance

| | Estimated 7/01/2023 Fund Balance | Fiscal Year 2022-23 Changes | Projected 6/30/2023 Fund Balance |
|---------------------------|--|-----------------------------------|--|
| Fund Balance: | | | |
| Nonexpendable | \$ 7,469,937 | \$ - | \$ 7,469,937 |
| Committed | 6,701,122 | - | 6,701,122 |
| Assigned | 7,416,000 | - | 7,416,000 |
| Unrestricted | 3,696,719 | - | 3,696,719 |
| Total Fund Balance | \$ 25,283,778 | \$ - | \$ 25,283,778 |

Assignments:

| | |
|--|---------------------|
| Sales tax uncertainty | \$ 1,500,000 |
| City financial system software upgrade | 600,000 |
| Reorganization staffing | 600,000 |
| Unfunded actuarial liability (policy) | 1,400,000 |
| Avenue 50 widening project | 500,000 |
| Land proceeds land reinvestments | 2,816,000 |
| | <u>\$ 7,416,000</u> |



Summary Schedules

Revenue by Fund

| | | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|------------------------------------|--|----------------------|----------------------|-----------------------|----------------------|
| | | Actual | Actual | Estimated Year End | Budget |
| GENERAL FUND | | | | | |
| 101 | General Fund | <u>\$ 25,501,857</u> | <u>\$ 30,683,718</u> | <u>\$ 28,888,052</u> | <u>\$ 31,818,287</u> |
| SPECIAL REVENUE FUNDS | | | | | |
| 108 | Road Maintenance-Dillon Road | \$ 34,125 | \$ 69,428 | \$ 60,000 | \$ - |
| 109 | Road Maintenance & Rehabilitation (SB 1) | 861,012 | 865,414 | 892,000 | 892,000 |
| 111 | State Gas Tax | 1,007,169 | 1,036,835 | 1,100,000 | 1,100,000 |
| 112 | Air Quality Improvement | 45,383 | 75,989 | 57,691 | 57,518 |
| 117 | Local Transportation - Measure A | 711,512 | 768,423 | 590,803 | 615,602 |
| 120 | Dev Imp Fee - Park Land | 130,815 | 332,043 | 1,613,072 | 699,000 |
| 121 | Dev Imp Fee - Library | 89,371 | 145,857 | 174,982 | 156,000 |
| 126 | Dev Imp Fee - Park Improvement | 637,630 | 1,155,895 | 759,092 | 845,000 |
| 127 | Dev Imp Fee - Streets/Transp. | 518,621 | 862,568 | 1,100,000 | 782,000 |
| 128 | Dev Imp Fee - Police Facilities | 50,367 | 78,654 | 94,606 | 68,675 |
| 129 | Dev Imp Fee - General Gov't | 243,193 | 610,728 | 720,730 | 524,000 |
| 130 | Dev Imp Fee - Fire Facilities | 221,666 | 453,690 | 547,518 | 398,250 |
| 131 | Dev Imp Fee - Art Public | 90,317 | 127,355 | 375 | 2,000 |
| 152 | Grants | 4,096,667 | 2,883,353 | 13,345,223 | 17,280,423 |
| 160 | Landscape & Lighting Districts | 2,048,827 | 2,040,443 | 2,165,343 | 2,165,343 |
| 210 | CDBG | 419,594 | 229,367 | 260,000 | 725,000 |
| 212 | CDBG Home Rehabilitation Program | 4,406 | 1,203 | - | - |
| 222 | HOME Program | - | - | - | - |
| 232 | CAL HOME Program | - | - | - | - |
| 240 | Fire Protection District | 3,233,689 | 3,210,218 | 3,803,199 | 4,142,547 |
| 242 | Community Facility District - Police | 1,054,765 | 1,282,411 | 1,251,200 | 1,431,000 |
| 390 | Educational & Gov't Access Cable | 11,580 | 11,580 | 11,580 | - |
| Total Special Revenue Funds | | <u>\$ 15,510,707</u> | <u>\$ 16,241,454</u> | <u>\$ 28,547,414</u> | <u>\$ 31,884,358</u> |
| ENTERPRISE FUNDS | | | | | |
| 178 | Water Authority | \$ 7,500,900 | \$ 7,751,286 | \$ 7,777,000 | \$ 7,557,500 |
| 361 | Sanitary District | 8,620,095 | 9,440,680 | 7,002,702 | 6,888,527 |
| Total Enterprise Funds | | <u>\$ 16,120,995</u> | <u>\$ 17,191,966</u> | <u>\$ 14,779,702</u> | <u>\$ 14,446,027</u> |
| CAPITAL PROJECTS | | | | | |
| 182 | Capital Improvement Projects | <u>\$ 10,525,963</u> | <u>\$ 8,391,347</u> | <u>\$ 12,325,189</u> | <u>\$ 17,276,320</u> |
| TOTAL ALL FUNDS | | <u>\$ 67,659,523</u> | <u>\$ 72,508,485</u> | <u>\$ 84,540,357</u> | <u>\$ 95,424,992</u> |



Summary Schedules Expenditures by Fund

| | FY 2019-20 Actual | FY 2020-21 Actual | FY 2021-22 Estimated Year End | FY 2022-23 Initial Budget |
|--|----------------------|----------------------|-------------------------------------|---------------------------------|
| GENERAL FUND | | | | |
| 101 General Fund | \$ 24,050,771 | \$ 25,202,209 | \$ 28,426,196 | \$ 31,818,287 |
| SPECIAL REVENUE FUNDS | | | | |
| 108 Road Maintenance-Dillon Road | \$ - | \$ 66,642 | \$ - | \$ - |
| 109 Road Maintenance & Rehabilitation (SB 1) | 296,377 | 1,493,010 | - | 1,401,661 |
| 111 State Gas Tax | 1,101,880 | 1,036,835 | 1,099,400 | 1,100,000 |
| 112 Air Quality Improvement | 43,824 | 46,211 | 44,393 | 45,000 |
| 117 Local Transportation - Measure A | 1,343,789 | 270,288 | 36,662 | 561,815 |
| 120 Dev Impact Fee -Park Land | 1,613 | - | - | - |
| 121 Dev Imp Fee - Library | 37,131 | 2,988 | 3,300 | 30,000 |
| 126 Dev Imp Fee - Park Improvement | 6,046 | 670,704 | 297,500 | - |
| 127 Dev Imp Fee - Streets/Transp. | 1,438,561 | 371,394 | 911,729 | 968,019 |
| 128 Dev Imp Fee - Police Facilities | 683 | 883 | - | - |
| 129 Dev Imp Fee - General Gov't | 1,739,894 | 138,845 | 131,515 | 106,515 |
| 130 Dev Imp Fee - Fire Facilities | 51,237 | 85,600 | 75,000 | 1,068,718 |
| 131 Dev Imp Fee - Public Arts | 9,214 | 119,745 | - | - |
| 152 Grants | 2,798,590 | 6,885,077 | 11,165,634 | 12,619,896 |
| 160 Landscape & Lighting Districts | 1,588,266 | 1,941,483 | 2,502,849 | 3,935,054 |
| 210 CDBG | 497,690 | 233 | 260,000 | 725,000 |
| 212 CDBG Home Rehabilitation Program | 6,500 | - | - | - |
| 240 Fire Protection District | 3,236,511 | 3,088,011 | 3,328,249 | 4,142,547 |
| 242 Community Facility District - Police | 994,445 | 1,282,411 | 1,251,200 | 1,431,000 |
| Total Special Revenue Funds | \$ 15,192,251 | \$ 17,500,360 | \$ 21,107,430 | \$ 28,135,225 |
| ENTERPRISE FUNDS | | | | |
| 178 Water Authority | \$ 7,915,800 | \$ 7,354,694 | \$ 9,167,346 | \$ 7,755,857 |
| 361 Sanitary District | 8,101,751 | 8,535,800 | 15,910,409 | 6,754,286 |
| Total Enterprise Funds | \$ 16,017,550 | \$ 15,890,495 | \$ 25,077,754 | \$ 14,510,143 |
| CAPITAL PROJECTS | | | | |
| 182 Capital Improvement Projects | \$ 10,525,963 | \$ 8,391,347 | \$ 12,121,494 | \$ 17,457,109 |
| TOTAL ALL FUNDS | \$ 65,786,536 | \$ 66,984,410 | \$ 86,732,874 | \$ 91,920,764 |



Summary Schedules

Salaries and Benefits

by Department

| | Salaries | Benefits | Total |
|--|---------------------|---------------------|----------------------|
| General Fund | | | |
| General - City Council | \$ 92,437 | \$ 151,137 | \$ 243,574 |
| General - City Clerk | 30,236 | 44,104 | 74,340 |
| General - City Manager | 345,683 | 153,729 | 499,412 |
| General - Human Resources | 176,374 | 88,320 | 264,694 |
| General - Grants Administration | 91,933 | 45,490 | 137,423 |
| General - Finance Department | 526,098 | 306,337 | 832,435 |
| General - Information Technology | 196,793 | 80,084 | 276,877 |
| Economic Development Department | 79,281 | 31,802 | 111,083 |
| Development Services - Administration | 176,098 | 91,226 | 267,324 |
| Development Services - Planning | 393,874 | 189,353 | 583,227 |
| Development Services - Cannabis Compliance | 104,648 | 54,561 | 159,209 |
| Development Services - Building Department | 227,564 | 119,531 | 347,096 |
| Development Services - Graffiti | 63,303 | 24,150 | 87,454 |
| Development Services - Code Enforcement | 378,404 | 186,173 | 564,577 |
| Engineering Department | 461,325 | 220,476 | 681,802 |
| Engineering - Storm Drain | 93,401 | 47,166 | 140,567 |
| Public Works - Administration | 207,749 | 105,926 | 313,674 |
| Public Works - Parks and Recreation | 174,137 | 82,092 | 256,229 |
| Public Works - Seniors Program | 182,514 | 115,437 | 297,952 |
| Public Works - Fleet Maintenance | 176,166 | 87,285 | 263,451 |
| Public Works - Building Maintenance | 208,646 | 111,848 | 320,494 |
| Public Works - Streets | 408,977 | 252,499 | 661,475 |
| Public Works - Parks | 395,066 | 263,653 | 658,719 |
| Total General Fund | \$ 5,190,707 | \$ 2,852,378 | \$ 8,043,085 |
| Landscape and Lighting Districts | \$ 94,949 | \$ 28,404 | \$ 123,353 |
| Water Authority | | | |
| Administration | \$ 704,682 | \$ 360,776 | \$ 1,065,457 |
| Operations | 773,007 | 553,897 | 1,326,904 |
| Total Water Agency | \$ 1,477,689 | \$ 914,673 | \$ 2,392,362 |
| Sanitary District | | | |
| Administration | \$ 653,906 | \$ 327,469 | \$ 981,375 |
| Operations | 837,602 | 431,578 | 1,269,180 |
| Total Sanitary District | \$ 1,491,508 | \$ 759,047 | \$ 2,250,555 |
| GRAND TOTAL | \$ 8,254,853 | \$ 4,554,503 | \$ 12,809,355 |



Summary Schedules

Positions

by Department

| Department - Division | Fully Burdened |
|---|-----------------------|
| City Clerk | |
| Deputy City Clerk | \$ 160,032 |
| City Manager | |
| City Manager | \$ 353,224 |
| Assistant to the City Manager | \$ 203,691 |
| Public Information Officer | \$ 180,947 |
| City Manager - Human Resources | |
| Human Resources Technician | \$ 116,802 |
| Human Resources Manager | \$ 229,951 |
| Department Assistant I/II* | \$ 91,317 |
| Development Services | |
| Economic Development Director | \$ 222,166 |
| City Manager Grants Administration | |
| Grants Manager | \$ 183,529 |
| Department Assistant I/II* | \$ 91,317 |
| Finance | |
| Business Lic. Technician | \$ 133,926 |
| Accountant | \$ 143,494 |
| Finance Director | \$ 292,462 |
| Accounting Manager | \$ 213,787 |
| Accounting Technician - Payroll | \$ 126,219 |
| Accounting Technician - Accts Payable | \$ 126,449 |
| Department Assistant II | \$ 110,632 |
| Department Assistant I/II | \$ 87,853 |
| Department Assistant I/II | \$ 92,829 |
| Finance Manager* | \$ 163,161 |
| Customer Service Supervisor* | \$ 134,881 |
| Department Assistant I/II* | \$ 91,317 |
| Development Services - Admin | |
| Development Services Director | \$ 267,324 |



Summary Schedules Positions by Department

| Department - Division | Fully Burdened |
|---|-----------------------|
| Development Services - Planning | |
| Department Assistant II | \$ 97,471 |
| Department Assistant II | \$ 72,507 |
| Planning Technician | \$ 102,943 |
| Associate Planner | \$ 115,083 |
| Community Development Technician | \$ 125,591 |
| Senior Planner* | \$ 152,388 |
| Development Services - Cannabis Compliance | |
| Senior/Management Analyst* | \$ 159,209 |
| Engineering - Storm Drain | |
| Environmental Compliance Program Mgr. | \$ 140,567 |
| Source Control Inspector* | \$ 112,558 |
| Development Services - Building | |
| Building Inspector II | \$ 137,733 |
| Building Official* | \$ 177,965 |
| Engineering | |
| City Engineer | \$ 273,358 |
| Engineering Technician | \$ 133,628 |
| Assistant Engineer | \$ 140,870 |
| Junior Engineer | \$ 144,006 |
| Construction Project Coordinator | \$ 119,975 |
| Senior Civil Engineer* | \$ 169,736 |
| Public Works - Admin | |
| Department/ Admin Assistant II | \$ 117,212 |
| Public Works Director | \$ 285,101 |
| Senior/Management Analyst* | \$ 159,209 |



Summary Schedules

Positions

by Department

| Department - Division | Fully Burdened |
|---|----------------|
| Development Services - Planning | |
| Department Assistant II | \$ 97,471 |
| Department Assistant II | \$ 72,507 |
| Planning Technician | \$ 102,943 |
| Associate Planner | \$ 115,083 |
| Community Development Technician | \$ 125,591 |
| Senior Planner* | \$ 152,388 |
| Development Services - Cannabis Compliance | |
| Senior/Management Analyst* | \$ 159,209 |
| Engineering - Storm Drain | |
| Environmental Compliance Program Mgr. | \$ 140,567 |
| Source Control Inspector* | \$ 112,558 |
| Development Services - Building | |
| Building Inspector II | \$ 137,733 |
| Building Official* | \$ 177,965 |
| Engineering | |
| City Engineer | \$ 273,358 |
| Engineering Technician | \$ 133,628 |
| Assistant Engineer | \$ 140,870 |
| Junior Engineer | \$ 144,006 |
| Construction Project Coordinator | \$ 119,975 |
| Senior Civil Engineer* | \$ 169,736 |
| Public Works - Admin | |
| Department/ Admin Assistant II | \$ 117,212 |
| Public Works Director | \$ 285,101 |
| Senior/Management Analyst* | \$ 159,209 |



Summary Schedules Positions by Department

| Department - Division | Fully Burdened |
|---|-----------------------|
| Public Works - Building Maintenance | |
| Custodian - Bldg. Maintenance Gen | \$ 112,301 |
| Custodian - Bldg. Maintenance Senior. Ce | \$ 125,907 |
| Custodian - Bldg. Maintenance Gen | \$ 82,286 |
| Development Services - Code Enforcement | |
| Code Compliance Manager | \$ 167,741 |
| Senior Code Enforcement Officer | \$ 131,835 |
| Department Assistant II | \$ 54,768 |
| Code Enforcement Officer | \$ 108,872 |
| Code Enforcement Officer | \$ 101,359 |
| Public Works - Landscape and Lighting District | |
| Landscape and Lighting Inspector | \$ 94,843 |
| Utility Administration | |
| Utilities Manager | \$ 218,978 |
| Department/ Admin Assistant II | \$ 126,689 |
| Assistant Engineer* | \$ 141,933 |
| Sanitary District - Operations | |
| Sanitary Superintendent | \$ 162,033 |
| Treatment Plant Operator I | \$ 112,604 |
| Treatment Plant Operator II/III | \$ 111,537 |
| Treatment Plant Operator I | \$ 96,324 |
| Treatment Plant Operator I | \$ 105,370 |
| Treatment Plant Operator II | \$ 101,193 |
| Chief Treatment/Collections Operator* | \$ 143,485 |
| Water Authority - Operations | |
| Water Service Worker/LV1 | \$ 197,704 |
| Water Service Worker/LV2 | \$ 114,519 |
| Senior Water Service Worker III | \$ 115,975 |
| Water Superintendent | \$ 162,723 |
| Water Service Worker II* | \$ 91,803 |
| Senior Water Service Worker IV* | \$ 119,518 |
| Water Service Worker/LV | \$ 88,030 |
| | \$ 12,492,377 |



Fund Overview

General Fund (101)

General Fund Revenues

| | FY 2019-20 Actual | FY 2020-21 Actual | FY 2021-22 Estimated Year End | FY 2022-23 Initial Budget |
|--|----------------------|----------------------|-------------------------------------|---------------------------------|
| Taxes | | | | |
| Property Taxes - Secured | \$ 386,740 | \$ 411,779 | \$ 427,000 | \$ 440,000 |
| Property Taxes - Supplemental | 94,748 | 103,490 | - | 59,000 |
| Property Taxes - Unsecured | 17,943 | 17,299 | 21,000 | 22,000 |
| Sales and Use Tax 1% (Measure U-415) | 4,191,015 | 5,510,150 | 5,500,000 | 6,462,320 |
| Sales Tax - Bradley Burns | 3,492,540 | 4,504,913 | 4,197,907 | 4,800,000 |
| Property Transfer Tax | 67,998 | 120,333 | 75,000 | 77,000 |
| Business License - Annual Fee | 23,230 | 21,880 | 25,000 | 25,000 |
| Business License Tax | 606,394 | 538,988 | 570,000 | 570,000 |
| Construction Tax | 297,939 | 527,192 | 500,000 | 520,000 |
| Franchise Tax | 965,943 | 1,015,838 | 965,000 | 1,029,000 |
| Delinquent Taxes, Penalties and Interest | 1,758 | 4,327 | 3,500 | 3,500 |
| Utility Users Tax | 2,242,714 | 2,413,756 | 2,900,000 | 2,615,000 |
| TOT-Short Term Vacation Rentals (9%) | 227,076 | 533,044 | 140,000 | 380,060 |
| Business License SB 1186 Fee | 3,929 | 4,432 | 4,000 | 4,000 |
| Cannabis - Cultivation | 10,477 | 1,229,184 | 300,000 | 400,000 |
| Cannabis - Manufacturing | 46,257 | 32,125 | 7,000 | - |
| Cannabis - Retail | 384,228 | 636,130 | 593,000 | 600,000 |
| Cannabis - Distribution | 25,250 | 14,167 | 50,000 | - |
| RPTTF Residual | 365,194 | 334,998 | 376,000 | 161,000 |
| Homeowners Prop Tax Relief | 3,364 | 3,895 | 3,500 | 3,500 |
| Property Tax In Lieu of VLF | 4,714,590 | 5,005,722 | 5,250,000 | 5,408,000 |
| Motor Vehicle In Lieu of Fees | 36,685 | 34,608 | 50,000 | 52,000 |
| Property Tax In Lieu | 203,016 | 353,182 | 255,000 | 263,000 |
| Sub-Total Taxes | \$ 18,409,029 | \$ 23,371,431 | \$ 22,212,907 | \$ 23,894,380 |
| Licenses and Permits | | | | |
| Other Licenses and Permits | \$ 14,931 | \$ 3,170 | \$ 18,000 | \$ 14,000 |
| Building Permits - Building | 428,400 | 627,884 | 470,000 | 489,000 |
| Other Licenses and Permits - Engineering | 14,849 | 17,196 | 20,000 | 20,000 |
| Sub-Total Licenses and Permits | \$ 458,179 | \$ 648,250 | \$ 508,000 | \$ 523,000 |
| Charges for Services | | | | |
| Zoning and Subdivision Fees - Planning | \$ 114,554 | \$ 156,266 | 200,000 | \$ 208,000.00 |
| Certificate of Occupancy Fees - Building | 26,880 | 45,056 | 40,000 | 42,000 |
| Plan Check Fees - Building | 109,337 | 144,685 | 120,000 | 125,000 |
| PW Inspection Fees - Engineering | 84,266 | 79,439 | 75,000 | 78,000 |
| Plan Check Fees - Engineering | 142,927 | 135,304 | 150,000 | 312,000 |
| Other Revenue - Engineering | 66,493 | - | - | - |
| Sub-Total Charges for Services | \$ 547,457 | \$ 560,751 | \$ 585,000 | \$ 765,000 |



Fund Overview

General Fund (101)

General Fund Revenues (Continued)

| | FY 2019-20 Actual | FY 2020-21 Actual | FY 2021-22 Estimated Year End | FY 2022-23 Initial Budget |
|---|----------------------|----------------------|-------------------------------------|---------------------------------|
| <u>Fines and Forfeitures</u> | | | | |
| Parking Citations / Vehicle Recovery Fees | \$ 56,159 | \$ 54,040 | \$ 55,000 | \$ 55,000 |
| Court Fees and Fines | 58,101 | 26,026 | 30,000 | 30,000 |
| Parking Bail Fees | 6,858 | 386 | 15,000 | 12,000 |
| Park Citations | 236,594 | 61,007 | 60,598 | 70,000 |
| Other Revenue - Police Services | 35,836 | 124 | 3,000 | 3,000 |
| Abandoned Residential Property | 1,885 | 65 | 3,000 | 3,000 |
| Sub-Total Fines & Forfeitures | \$ 395,433 | \$ 141,647 | \$ 166,598 | \$ 173,000 |
| <u>Intergovernmental</u> | | | | |
| General Government Administration Fees | \$ 249,000 | \$ 125,000 | \$ 125,000 | \$ 100,000 |
| Waste Transfer Station-JPA Income | 312,500 | 450,000 | 700,000 | 825,000 |
| Other intergovernmental Revenue | 197,451 | 223,530 | - | 45,000 |
| State Grant Revenue SLESA | 155,948 | 98,393 | 100,000 | 100,000 |
| State Grant Revenues 1/2% Sales Tax | 142,237 | 170,728 | 149,349 | 156,816 |
| Abandoned Vehicle Grant Revenue | 43,375 | 125,865 | 125,000 | 44,000 |
| Sub-total Intergovernmental | \$ 1,100,511 | \$ 1,193,516 | \$ 1,199,349 | \$ 1,270,816 |
| <u>Interest and Other Revenue</u> | | | | |
| Interest Income | \$ 182,419 | \$ 85,955 | \$ 45,000 | \$ 75,000 |
| Rents and Royalties | 108,211 | 98,142 | - | 60,000 |
| Rental of Community Center | 566 | 531 | - | 2,000 |
| Lease revenue | - | - | - | 316,000 |
| Rental of Park Fields | 29,000 | 212 | 60,000 | 50,000 |
| Refunds, Rebates and Reimbursements | 80,074 | 72,260 | 50,000 | 50,000 |
| Other Revenue - General Revenue | 215,924 | 328,332 | 5,000 | 5,000 |
| Other Revenue - Finance /Administration | 29,838 | 37,356 | 15,000 | 15,000 |
| Other Revenue - Charge for Services | 2,066 | 77,515 | 3,000 | 3,000 |
| Miscellaneous Revenue | 157,379 | (91,189) | - | - |
| Sub-Total Interest & Other Revenue | \$ 805,478 | \$ 609,114 | \$ 178,000 | \$ 576,000 |
| Total General Fund Revenues | \$ 21,713,085 | \$ 26,524,709 | \$ 24,849,854 | \$ 27,202,196 |



Fund Overview

General Fund (101)

General Fund Revenues (Continued)

| | FY 2019-20 Actual | FY 2020-21 Actual | FY 2021-22 Estimated Year End | FY 2022-23 Initial Budget |
|---|----------------------|----------------------|-------------------------------------|---------------------------------|
| <u>Transfers In</u> | | | | |
| Transfers From Gas Tax | \$ 761,477 | \$ 678,927 | \$ 740,000 | \$ 740,500 |
| Transfer From Other | - | - | 184,752 | 156,000 |
| Transfer From L&LD-Gen Gov't Admin Fees | 213,109 | 314,196 | 320,000 | 226,158 |
| Transfer From Water-Gen Gov't Admin Fees | 794,162 | 759,279 | 601,435 | 793,115 |
| Transfer From Sewer-Gen Gov't Admin Fees | 779,701 | 941,259 | 945,811 | 798,920 |
| Transfer From Police Services | 988,912 | 1,276,362 | 1,246,200 | 1,426,000 |
| Transfers in from Fund 152 | 251,411 | - | - | 128,000 |
| Transfer In From Fire -240 | - | 188,986 | - | 347,398 |
| Sub-Total Transfers In | \$ 3,788,772 | \$ 4,159,009 | \$ 4,038,198 | \$ 4,616,091 |
| Total General Fund Revenue and Transfers | \$ 25,501,857 | \$ 30,683,718 | \$ 28,888,052 | \$ 31,818,287 |



Fund Overview

General Fund (101)

The general fund is the main operating fund of the City of Coachella. It is used to account for all financial resources except where legal, administrative or Generally Accepted Accounting Principles (GAAP) requirements cause them to be accounted for in another fund.

The City's general fund activity includes departments that serve the general public as well as functions that provide administrative support to the various departments within the government and its agencies. The table shown below provides a summary list of the general fund Departments and their respective budgets.

General Fund Expenditures by Department

| Department Name | FY 2019-20 | FY 2020-21 | FY 2021-22 | |
|---|----------------------|----------------------|----------------------|----------------------|
| | Actual | Actual | Estimated Year End | FY 2022-23 Budget |
| City Council | \$ 189,175 | \$ 173,279 | \$ 282,598 | \$ 282,974 |
| City Clerk | 100,218 | 111,446 | 103,024 | 145,350 |
| City Attorney | 671,589 | 742,903 | 652,000 | 672,500 |
| City Manager | 334,506 | 401,947 | 555,367 | 521,142 |
| Economic Development | 145,605 | 176,045 | 214,717 | 205,331 |
| City Manager - Human Resources | 220,418 | 240,969 | 270,567 | 345,063 |
| City Manager - Grant Administration | 74,026 | 81,690 | 92,080 | 153,723 |
| Finance Department | 651,361 | 691,759 | 791,536 | 1,110,565 |
| Development Services - Administration | - | - | - | 275,649 |
| Development Services - Planning | 701,896 | 795,031 | 1,002,705 | 761,122 |
| Development Services - Cannabis Compliance | - | - | - | 159,209 |
| Engineering-Storm Drain | - | - | - | 140,567 |
| Development Services - Building | 308,991 | 347,927 | 323,625 | 497,511 |
| Engineering Department | 1,082,265 | 985,678 | 926,873 | 1,024,852 |
| Public Works - Parks and Recreation Program | 288,496 | 255,059 | 333,069 | 329,929 |
| Public Works - Seniors Program | 334,118 | 284,865 | 397,691 | 416,352 |
| Public Works - Administration | 176,073 | 174,004 | 242,352 | 343,174 |
| Public Works - Streets | 1,349,581 | 1,337,247 | 1,587,287 | 1,512,975 |
| Public Safety - Police Services | 9,743,571 | 9,964,430 | 10,350,306 | 10,902,902 |
| Public Safety - Fire Services | 1,699,652 | 1,617,763 | 2,123,308 | 2,314,547 |
| Public Works - Parks | 1,563,917 | 1,703,889 | 1,819,213 | 2,101,119 |
| Development Services - Graffiti | 86,998 | 93,860 | 244,872 | 219,954 |
| Development Services - Code Enforcement | 653,912 | 510,026 | 619,080 | 721,976 |
| General Government | 2,068,806 | 2,735,255 | 3,056,371 | 4,201,840 |
| Finance Department - IT | 520,104 | 528,882 | 766,536 | 665,885 |
| Public Works - Fleet Maintenance | 378,774 | 506,515 | 613,297 | 652,384 |
| Public Works - Building Maintenance | 698,493 | 740,204 | 932,773 | 1,139,694 |
| Total | \$ 24,042,545 | \$ 25,200,670 | \$ 28,301,246 | \$ 31,818,287 |



Fund Overview

General Fund (101)

General Fund Expenditures by Category

| | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|----------------------------------|----------------------|----------------------|-----------------------|----------------------|
| | Actual | Actual | Estimated Year End | Budget |
| Salaries and benefits | \$ 6,322,941 | \$ 6,750,119 | \$ 7,065,545 | \$ 7,616,552 |
| Donations/Contributions/Events | 482,558 | 118,952 | 230,000 | 730,000 |
| Administrative expenses | 10,090 | 12,641 | 15,500 | 15,500 |
| Legal services | 671,589 | 742,903 | 652,000 | 672,500 |
| Other professional fees | 2,306,986 | 1,918,822 | 2,832,090 | 3,767,777 |
| Public safety | 11,214,121 | 11,291,489 | 12,069,545 | 12,908,861 |
| Repairs and maintenance | 170,525 | 255,425 | 381,014 | 298,228 |
| Equipment rental | 31,517 | 48,236 | 114,000 | 133,000 |
| Insurance expense | 993,659 | 1,197,729 | 646,600 | 834,734 |
| Communication expense | 126,746 | 152,062 | 186,841 | 186,639 |
| Advertising expense | 40,735 | 18,718 | 50,500 | 60,500 |
| Meetings, conferences and travel | 75,643 | 29,115 | 175,790 | 155,740 |
| Supplies | 500,762 | 546,078 | 602,861 | 648,830 |
| Minor equipment | 10,753 | 10,152 | 39,500 | 74,274 |
| Computer software | 141,744 | 115,814 | 242,956 | 191,006 |
| Energy charges | 661,297 | 648,558 | 729,100 | 842,000 |
| Books and periodicals | 1,714 | 148 | 6,100 | 9,471 |
| Dues and subscriptions | 104,753 | 174,587 | 119,045 | 222,839 |
| Machinery and equipment | 11,477 | 60,349 | 226,830 | 54,500 |
| Miscellaneous expenses | 110,770 | 86,750 | 195,000 | 378,530 |
| Transfers - allocations | 52,167 | 306,634 | 857,985 | 389,211 |
| Transfers - Debt Service | - | 715,389 | 862,444 | 1,627,595 |
| TOTAL | \$ 24,042,545 | \$ 25,200,670 | \$ 28,301,246 | \$ 31,818,287 |



Fund Overview

Sanitary District

Projected Net Position

| | Projected 2021-22 | Budget 2022-23 |
|--------------------------------------|----------------------|---------------------|
| <u>Beginning Net Position</u> | | |
| Restricted | \$ 6,359,699 | 7,259,699 |
| Unrestricted | (1,156,355) | (2,294,585) |
| Total Beginning Net Position | 5,203,344 | 4,965,114 |
| <u>Revenues</u> | | |
| Connection Fees | 900,000 | 900,000 |
| Utility Service | 6,050,000 | 5,850,000 |
| Property Taxes | 160,000 | 99,000 |
| Interest & Other Revenue | 52,702 | 39,527 |
| Total Revenue | 7,162,702 | 6,888,527 |
| <u>Expenditures</u> | | |
| Operating Costs | 2,677,555 | 2,485,408 |
| Administrative Costs | 2,533,875 | 2,181,291 |
| Depreciation & Amortization | 1,522,623 | 1,472,623 |
| Debt Service - Interest | 666,879 | 614,964 |
| Total Expenditures | 7,400,932 | 6,754,286 |
| Surplus (Deficit) | (238,230) | 134,241 |
| <u>Ending Net Position</u> | | |
| Restricted | 7,259,699 | 8,159,699 |
| Unrestricted | (2,294,585) | (3,060,344) |
| Total Ending Net Position | \$ 4,965,114 | \$ 5,099,355 |



Fund Overview

Sanitary District

Summary Revenues

| Revenues | FY 2019-20 Actual | FY 2018-19 Actual | FY 2021-22 Estimated Year End | FY 2021-22 Initial Budget |
|--------------------------|----------------------|----------------------|-------------------------------------|------------------------------|
| Connection Fees | \$ 529,922 | \$ 1,043,775 | \$ 900,000 | \$ 900,000 |
| Utility Service | 5,969,661 | 6,657,982 | 6,050,000 | 5,850,000 |
| Property Taxes | 178,207 | 172,505 | 160,000 | 99,000 |
| Interest & Other Revenue | 247,343 | (8,220) | 52,702 | 39,527 |
| Total | \$ 7,114,831 | \$ 7,935,415 | \$ 7,162,702 | \$ 6,888,527 |

Expenditures by Category

| | FY 2019-20 Actual | FY 2020-21 Actual | FY 2021-22 Estimated Year End | FY 2022-23 Initial Budget |
|----------------------------------|----------------------|----------------------|-------------------------------------|---------------------------------|
| Salaries and benefits | \$ 2,374,047 | \$ 2,513,737 | \$ 2,346,361 | \$ 2,250,555 |
| Administrative expenses | 92,737 | 103,559 | 86,000 | - |
| Other professional fees | 611,219 | 468,592 | 881,996 | 477,996 |
| Repairs and maintenance | 139,138 | 91,811 | 100,429 | 120,000 |
| Communication expense | 12,910 | 11,481 | 10,000 | 10,000 |
| Advertising expense | 2,128 | 82 | 10,000 | 10,000 |
| Meetings, conferences and travel | 4,045 | 349 | 12,000 | 12,000 |
| Supplies | 163,109 | 178,395 | 196,000 | 216,000 |
| Energy charges | 390,159 | 454,835 | 400,000 | 682,228 |
| Dues and subscriptions | 7,817 | 16,997 | 20,000 | 20,000 |
| Minor equipment & furniture | 7,710 | - | 3,000 | 5,000 |
| Computer Software | 4,992 | 4,992 | - | - |
| Transfers and allocations | 779,701 | 941,259 | 945,811 | 798,920 |
| Depreciation and amortization | 1,389,501 | 1,394,418 | 1,522,623 | 1,472,623 |
| Debt Service - Interest | 617,281 | 809,884 | 670,879 | 618,964 |
| TOTAL | \$ 6,596,495 | \$ 6,993,241 | \$ 7,400,932 | \$ 6,754,286 |



Fund Overview

Water Authority

Projected Net Position

| | Projected 2021-22 | Budget 2022-23 |
|--------------------------------------|----------------------|---------------------|
| <u>Beginning Net Position</u> | | |
| Restricted | \$ 8,366,260 | 8,916,260 |
| Unrestricted | 3,902,675 | 3,871,495 |
| Total Beginning Net Position | 12,268,935 | 12,787,755 |
| <u>Revenues</u> | | |
| Connection Fees | 550,000 | 550,000 |
| Utility Service | 6,200,000 | 6,200,000 |
| Ground Water Replenishment | 450,000 | 550,000 |
| Interest, Grants , & Other Revenue | 577,000 | 257,500 |
| Total Revenue | 7,777,000 | 7,557,500 |
| <u>Expenditures</u> | | |
| Operating Costs | 2,796,019 | 3,308,896 |
| Administrative Costs | 2,505,505 | 2,737,523 |
| Depreciation & Amortization | 1,400,000 | 1,200,000 |
| Debt Service - Interest Payments | 556,655 | 509,437 |
| Total Expenditures | 7,258,180 | 7,755,857 |
| Surplus (Deficit) | \$ 518,820 | \$ (198,357) |
| <u>Ending Net Position</u> | | |
| Restricted | 8,916,260 | 6,200,000 |
| Unrestricted | 3,871,495 | 3,123,139 |
| Total Ending Net Position | \$ 12,787,755 | \$ 9,323,139 |



Fund Overview

Water Authority

Summary Revenues

| Revenues | FY 2019-20 Actual | FY 2020-21 Actual | FY 2021-22 Estimated Year End | FY 2022-23 Initial Budget |
|----------------------------|----------------------|----------------------|-------------------------------------|------------------------------|
| Connection Fees | \$ 443,534 | \$ 806,043 | \$ 570,000 | \$ 570,000 |
| Utility Service | 5,991,611 | 6,370,803 | 6,200,000 | 6,200,000 |
| Interest Income | 465,751 | (20,865) | 30,000 | 22,500 |
| Ground Water Replenishment | 437,331 | 459,736 | 450,000 | 550,000 |
| Other Charges | 96,279 | 43,135 | 110,000 | 110,000 |
| Other Revenue | 1,171 | 423 | 17,000 | 5,000 |
| Grants | 65,224 | 92,011 | 400,000 | 100,000 |
| Total | \$ 7,500,900 | \$ 7,751,286 | \$ 7,777,000 | \$ 7,557,500 |

Detailed Expense Budget

| | FY 2019-20 Actual | FY 2020-21 Actual | FY 2021-22 Estimated Year End | FY 2022-23 Initial Budget |
|--------------------------------|----------------------|----------------------|-------------------------------------|---------------------------------|
| Salaries and Benefits | \$ 2,190,054 | \$ 2,337,599 | \$ 2,252,159 | \$ 2,392,362 |
| Administrative Expenses | 51,220 | 43,126 | 30,000 | - |
| Other Professional Fees | 1,564,468 | 615,830 | 723,638 | 567,780 |
| Repairs and Maintenance | 109,706 | 220,989 | 259,187 | 220,000 |
| Communication Expense | 11,123 | 10,244 | 12,000 | 42,000 |
| Advertising Expense | 16,178 | 15,282 | 25,000 | - |
| Meetings, Conferences and Trav | 2,066 | - | 10,000 | 10,000 |
| Supplies | 475,978 | 346,940 | 267,689 | 268,000 |
| Energy Charges | 911,288 | 955,177 | 1,069,000 | 1,175,000 |
| Dues and Subscriptions | 20,595 | 26,972 | 26,500 | 52,000 |
| Minor Equipment | 5,795 | 8,311 | 5,000 | 5,000 |
| Computer Software | 4,992 | 4,992 | 15,000 | 4,992 |
| Debt Service - Interest | 471,527 | 517,291 | 471,833 | 456,748 |
| Transfers and Allocations | 796,736 | 1,153,998 | 688,257 | 1,161,975 |
| Depreciation and Amortization | 1,278,343 | 1,095,093 | 1,400,000 | 1,200,000 |
| Capital Expenses | 5,731 | 2,851 | 2,916 | 200,000 |
| TOTAL | \$ 7,915,800 | \$ 54,694 | \$ 7,258,180 | \$ 7,755,857 |



Fund Overview Coachella Fire Protection District

Projected Fund Balance

| | Projected 2021-22 | Budget 2022-23 |
|--------------------------------------|----------------------|-------------------|
| Beginning Fund Balance | \$ - | \$ 350,000 |
| <u>Revenues</u> | | |
| General Fund Transfer | 2,051,999 | 2,314,547 |
| Community Facility District Transfer | 763,800 | 874,000 |
| Property Taxes | 885,400 | 912,000 |
| Interest & Other Revenue | 102,000 | 42,000 |
| Grants | - | - |
| Total Revenue | 3,803,199 | 4,142,547 |
| <u>Expenditures</u> | | |
| Other Professional Services | 3,118,456 | 3,661,000 |
| Administration/Other | 334,743 | 481,547 |
| Total Expenditures | 3,453,199 | 4,142,547 |
| Surplus (Deficit) | 350,000 | - |
| Projected Ending Fund Balance | \$ 350,000 | \$ 350,000 |



Detail Budget Coachella Fire Protection District

Detailed Revenue Budget

| | | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|---|--|---------------------|---------------------|-----------------------|---------------------|
| | | Actual | Actual | Estimated Year End | Initial Budget |
| Fire Protection District | | | | | |
| 240-12-110-10-301-000 | Secured Property Tax | \$ 360,633 | \$ 381,924 | \$ 383,400 | \$ 395,000 |
| 240-12-110-10-303-000 | Supplemental Property Tax | 23,727 | 31,912 | 29,000 | 30,000 |
| 240-12-110-10-304-000 | Unsecured Property Tax | 15,865 | 16,045 | 15,000 | 15,000 |
| 240-12-110-10-319-000 | Delinquent Taxes, Interest & Penalties | 6,623 | 3,980 | 2,000 | 2,000 |
| 240-12-110-10-396-000 | RPTTF Pass-Through | 486,129 | 450,701 | 455,000 | 469,000 |
| 240-12-110-40-342-000 | Other Charges | 40,880 | 38,123 | 100,000 | 40,000 |
| 240-12-151-30-333-000 | Homeowners Prop Tax Relief | 3,126 | 3,612 | 3,000 | 3,000 |
| 240-12-155-50-319-000 | Penalties and interest on delinquent tax | - | 8,666 | - | - |
| 240-12-155-50-363-000 | Special assessments - CFD 38% | - | 728,149 | 763,800 | 874,000 |
| 240-12-311-90-369-000 | Other Revenue | 25,118 | 849 | - | - |
| Total Fire Protection District Revenues Before Transfers | | 962,101 | 1,663,960 | 1,751,200 | 1,828,000 |
| Transfers-in | | | | | |
| 240-12-151-90-101-000 | Transfers In - General Fund | 1,630,963 | 1,546,239 | 2,051,999 | 2,314,547 |
| 240-12-151-90-241-000 | Transfers In - CFD | 640,625 | - | - | - |
| Total Fire Protection District Transfers-In | | \$ 2,271,588 | \$ 1,546,239 | \$ 2,051,999 | \$ 2,314,547 |
| Total Fire Protection District | | \$ 3,233,689 | \$ 3,210,200 | \$ 3,803,199 | \$ 4,142,547 |

Detailed Expense Budget

| | | FY 2019-20 | FY 2020-21 | FY 2020-21 | FY 2021-22 |
|---------------------------------------|--------------------------------------|---------------------|---------------------|-----------------------|---------------------|
| | | Actual | Actual | Estimated Year End | Initial Budget |
| Fire Protection District | | | | | |
| 240-12-110-10-311-000 | County administrative charges | \$ 3,602 | \$ 10,804 | \$ 5,000 | \$ 5,000 |
| 240-12-110-10-331-000 | Audit services | 569 | 22 | 10,000 | - |
| 240-12-110-10-334-000 | Professional/contract services | 3,073,168 | 2,856,135 | 3,108,456 | 3,661,000 |
| 240-12-110-10-430-000 | Repair and maintenance services | 6,757 | 28,247 | 34,108 | 30,000 |
| 240-12-110-10-610-000 | General supplies | 2,054 | 3,169 | 34,300 | 2,000 |
| 240-12-110-10-611-000 | Minor Equip, Furniture <5,000 | 3,668 | 103 | - | 2,000 |
| 240-12-110-10-612-000 | Computer software | - | 485 | 1,500 | - |
| 240-12-110-10-801-000 | Miscellaneous | 4,304 | 60 | 1,150 | 5,150 |
| 240-12-110-90-930-101 | General government allocation | 142,390 | 188,986 | 164,185 | 347,397 |
| 101-11-156-10-334-000 | Other professional/contract services | 5,000 | - | 86,000 | 90,000 |
| 101-11-156-10-530-000 | Communications | 3,101 | 1,539 | 5,500 | - |
| 101-11-156-10-580-000 | Meetings, conferences and travel | 125 | - | 3,000 | - |
| Total Fire Protection District | | \$ 3,244,738 | \$ 3,089,550 | \$ 3,453,199 | \$ 4,142,547 |



CITY OF COACHELLA CAPITAL PROJECTS



| | | Total Project Cost | Prior Expenditures | Estimated Expenditures FY 2022/23 | Estimated Expenditures FY 2023/24 | Estimated Expenditures FY 2024/25 | Estimated Expenditures FY 2025/26 | Estimated Expenditures FY 2026/27 |
|----------------------------------|--|----------------------|----------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| CIP Budget Five Year Plan | | | | | | | | |
| F-7 | Fire Station Expansion | 7,668,715 | 846,997 | 3,821,718 | 3,000,000 | | | |
| LL-01 | LLMD 10 District Improvements | 25,000 | | 25,000 | | | | |
| LL-02 | LLMD 13 District Improvements | 120,000 | | 120,000 | | | | |
| LL-03 | LLMD 16 District Improvements | 750,000 | | 750,000 | | | | |
| LL-04 | LLMD 33 Retention Basin Landscape | 500,000 | | 500,000 | | | | |
| LL-05 | LLMD 14 Retention Basin Landscape | 30,000 | | 30,000 | | | | |
| P-21 | Bagdoura Park Basketball Court Replacement | 700,000 | 25,000 | 675,000 | | | | |
| P-22 | Central Park - Ave 52 @ Enterprise Way | 8,877,330 | | 877,330 | 4,000,000 | 4,000,000 | | |
| P-27 | Dateland Skatepark Rehabilitation | 65,000 | | 65,000 | | | | |
| P-28 | Sierra Vista Park Restroom Replacement | 250,000 | | 250,000 | | | | |
| P-29 | Park Tot Lot Ave 52 and Enterprise Way | 300,000 | | 25,000 | 275,000 | | | |
| P-30 | Bagdoura Park Restrooms and Lighting | 650,000 | | 50,000 | 600,000 | | | |
| S-9 | CVHS Lift Station Replacement | 500,000 | | | 100,000 | 400,000 | | |
| S-15 | Shady/Amezcuca Septic to Sewer Conversion | 1,580,000 | | 790,000 | 790,000 | | | |
| S-18 | Capacity Imp. Tyler from Ave 53 to Ave 54 | 1,069,000 | | 1,069,000 | | | | |
| S-19 | Capacity Imp. Ave 50 Balboa to Harrison | 331,000 | | 331,000 | | | | |
| S-27 | Ave 50 Main Line Extension Peter Rabbit to Tyler | 400,000 | | | | 400,000 | | |
| ST-67 | Avenue 50/I-10 Interchange (La Entrada) | 3,629,578 | 3,446,233 | | 183,345 | | | |
| ST-69 | Avenue 50 Bridge (Over Whitewater Channel) | 52,365,000 | 1,030,471 | 3,283,712 | 3,283,711 | 22,383,553 | 22,383,553 | |
| ST-81 | New Interchange @ Ave 50 & 86S EXPY | 54,928,767 | 1,407,579 | | | | 27,000,000 | 26,521,188 |
| ST-93 | Ave 50 Widening Project (Calhoun to Harrison) | 3,693,750 | 766,526 | 2,927,224 | | | | |
| ST-98 | Ave 50 Extension (All American Canal to I-10) | 32,765,773 | 2,655,774 | 109,999 | | | | 30,000,000 |
| ST-105 | Street Rehab and Slurry | 1,209,375 | | 1,209,375 | | | | |
| ST-109 | Dillon Road Bridge I-10 & SR 86 Interchange | 50,150,000 | 2,098,880 | | | | 24,051,120 | 24,000,000 |
| ST-113 | Street Pavement Rehab Phase 18 | 626,000 | | | 626,000 | | | |
| ST-118 | Street Pavement Rehab Phase 19 | 632,000 | | | | 632,000 | | |
| ST-128 | Street Pavement Rehab Phase 20 | 638,000 | | | | | 638,000 | |
| ST-130 | Pueblo Viejo Villas | 3,996,500 | 1,835,615 | 2,160,885 | | | | |
| ST-131 | Ave 48 St Widening Project (Dillon to Van Buren) | 1,733,000 | 156,250 | 1,576,750 | | | | |
| ST-132 | Street pavement Rehab Phase 21 | 804,000 | | | | | | 804,000 |
| ST-134 | 2022 Pedestrian and Road Safety Improvement | 477,101 | | 477,101 | | | | |
| ST-136 | Avenue 50 Bridge Coating | 105,000 | | 105,000 | | | | |
| ST-137 | Dillon Road Bridge Coating | 125,000 | | 125,000 | | | | |
| ST-138 | ATP HWY 111 and Ave 54 Bike Lanes | 14,000,000 | | 200,000 | 1,800,000 | 12,000,000 | | |
| ST-139 | Ave 50 Realignment Peter Rabbit to Tyler | 2,000,000 | | | | 2,000,000 | | |
| W-32 | Mesquite Water Mutual Association | 1,901,000 | 11,127 | 1,520,800 | 369,073 | | | |
| W-35 | Shady Lane Water Consolidation | 1,658,426 | | 829,213 | 829,213 | | | |
| W-37 | Castro's Water System Consolidation | 1,244,050 | | 1,244,050 | | | | |
| W-38 | 3.6Mg Reservoir Interior Relining | 450,000 | | | 450,000 | | | |
| W-39 | Whitewater Wash Bridge Pipeline @ Ave 50 | 700,000 | | | | 700,000 | | |
| W-41 | Valve Replacement | 320,000 | | 100,000 | 220,000 | | | |
| W-45 | Aging Pipeline Replacement | 500,000 | | 500,000 | | | | |
| W-46 | Well 20 (150 Zone) | 3,000,000 | | 1,500,000 | 1,500,000 | | | |
| W-47 | Advanced Meter Infrastructure | 710,796 | 192,334 | 518,462 | | | | |
| Total | | \$258,179,161 | \$ 14,472,786 | \$ 27,766,619 | \$ 18,026,342 | \$ 42,515,553 | \$ 74,072,673 | \$ 81,325,188 |

| FY 2021-22 | | Total Project Cost | Budgeted Expenditures for FY 2022/23 | Grants/Builder (Fund 152/182) | DIF Fire (Fund 130) | DIF Street & Transportation (Fund 127) | TDA / Measure A (Fund 116 / 117) | Dev Improvement Fees-Park Improvements (Fund 126) | Water Operations & Grants (Fund 178) | Water Connections (Fund 177) | Sewer Utility & Grants (Fund 361) | Sewer Connections (Fund 360) | CDBG Grant (Fund 210) | Road Maintenance (Fund 108) | SB1 (Fund 109) | Landscape & Lighting Districts (Fund 160) | General Fund (101) |
|--------------|--|--------------------|--------------------------------------|-------------------------------|---------------------|--|----------------------------------|---|--------------------------------------|------------------------------|-----------------------------------|------------------------------|-----------------------|-----------------------------|------------------|---|--------------------|
| F-7 | Fire Station Expansion | \$ 7,668,715 | \$ 3,821,718 | \$ 3,000,000 | \$ 821,718 | | | | | | | | | | | | |
| LL-01 | LLMD 10 District Improvements | 25,000 | 25,000 | | | | | | | | | | | | | 25,000 | |
| LL-02 | LLMD 13 District Improvements | 120,000 | 120,000 | | | | | | | | | | | | | 120,000 | |
| LL-03 | LLMD 16 District Improvements | 750,000 | 750,000 | | | | | | | | | | | | | 750,000 | |
| LL-04 | LLMD 33 Retention Basin Landscape | 500,000 | 500,000 | | | | | | | | | | | | | 500,000 | |
| LL-05 | LLMD 14 Retention Basin Landscape | 30,000 | 30,000 | | | | | | | | | | | | | 30,000 | |
| P-21 | Bagdouma Park Basketball Court Replacement | 700,000 | 675,000 | | | | | | | | | | 675,000 | | | | |
| P-22 | Central Park - Ave 50 and Industrial Park | 8,877,330 | 877,330 | 877,330 | | | | | | | | | | | | | |
| P-27 | Dateland Skatepark Rehabilitation | 65,000 | 65,000 | 65,000 | | | | | | | | | | | | | |
| P-28 | Sierra Vista Park Restroom Replacement | 250,000 | 250,000 | 90,789 | | | | | | | | | | | | | 159,211 |
| P-29 | Park Tot Lot Ave 54 - Additional Srv Capacity | 300,000 | 25,000 | 25,000 | | | | | | | | | | | | | |
| P-30 | Bagdouma Park Restrooms and Lighting | 650,000 | 50,000 | | | | | | | | | | 50,000 | | | | |
| S-9 | CVHS Lift Station Replacement | 500,000 | - | | | | | | | | | | | | | | |
| S-15 | Shady/Amezcu Septic to Sewer Conversion | 1,580,000 | 790,000 | | | | | | | | 790,000 | | | | | | |
| S-18 | Capacity Imp. Tyler from Ave 53 to Ave 54 | 1,069,000 | 1,069,000 | | | | | | | | 106,900 | 962,100 | | | | | |
| S-19 | Capacity Imp. Ave 50 Balboa to Harrison | 331,000 | 331,000 | | | | | | | | 33,100 | 297,900 | | | | | |
| S-27 | Ave 50 Main Line Extension Peter Rabbit to Tyler | 400,000 | - | | | | | | | | | | | | | | |
| ST-67 | Avenue 50/I-10 Interchange (La Entrada) | 3,629,578 | - | | | | | | | | | | | | | | |
| ST-69 | Avenue 50 Bridge (Over Whitewater Channel) | 52,365,000 | 3,283,712 | 2,245,513 | | 1,038,199 | | | | | | | | | | | |
| ST-81 | New Interchange @ Ave 50 & 865 EXPY | 54,928,767 | - | | | | | | | | | | | | | | |
| ST-93 | Ave 50 Widening Project (Calhoun to Harrison) | 3,693,750 | 2,927,224 | 2,804,605 | | 122,619 | | | | | | | | | | | |
| ST-98 | Ave 50 Extension (All American Canal to I-10) | 32,765,773 | 109,999 | | | 109,999 | | | | | | | | | | | |
| ST-105 | Street Rehab and Slurry | 1,209,375 | 1,209,375 | | | | 561,815 | | | | | | | | 647,560 | | |
| ST-109 | Dillon Road Bridge I-10 & SR 86 Interchange | 50,150,000 | - | | | | | | | | | | | | | | |
| ST-113 | Street Pavement Rehab Phase 18 | 626,000 | - | | | | | | | | | | | | | | |
| ST-118 | Street Pavement Rehab Phase 19 | 632,000 | - | | | | | | | | | | | | | | |
| ST-128 | Street Pavement Rehab Phase 20 | 638,000 | - | | | | | | | | | | | | | | |
| ST-130 | Pueblo Viejo Villas | 3,996,500 | 2,160,885 | 1,913,885 | 247,000 | | | | | | | | | | | | |
| ST-131 | Ave 48 St Widening Project (Dillon to Van Buren) | 1,733,000 | 1,576,750 | | | 1,299,750 | | | | | | | | | 277,000 | | |
| ST-132 | Street pavement Rehab Phase 21 | 804,000 | - | | | | | | | | | | | | | | |
| ST-134 | 2022 Pedestrian and Road Safety Improvement | 477,101 | 477,101 | | | | | | | | | | | | 477,101 | | |
| ST-136 | Avenue 50 Bridge Coating | 105,000 | 105,000 | | | | | | | | | | | | | | |
| ST-137 | Dillon Road Bridge Coating | 125,000 | 125,000 | | | | | | | | | | | | | | 125,000 |
| ST-138 | ATP HWY 111 and Ave 54 Bike Lanes | 14,000,000 | 200,000 | 200,000 | | | | | | | | | | | | | |
| ST-139 | Ave 50 Realignment Peter Rabit to Tyler | 2,000,000 | - | | | | | | | | | | | | | | |
| W-32 | Mesquite Water Mutual Association | 1,901,000 | 1,520,800 | | | | | 1,520,800 | | | | | | | | | |
| W-35 | Shady Lane Water Consolidation | 1,658,426 | 829,213 | | | | | 829,213 | | | | | | | | | |
| W-37 | Castro's Water System Consolidation | 1,244,050 | 1,244,050 | | | | | 1,244,050 | | | | | | | | | |
| W-38 | 3.6Mg Reservoir Interior Relining | 450,000 | - | | | | | | | | | | | | | | |
| W-39 | Whitewater Wash Bridge Pipeline @ Ave 50 | 700,000 | - | | | | | | | | | | | | | | |
| W-41 | Valve Replacement | 320,000 | 100,000 | | | | | 100,000 | | | | | | | | | |
| W-45 | Aging Pipeline Replacement | 500,000 | 500,000 | | | | | 500,000 | | | | | | | | | |
| W-46 | Well 20 (150 Zone) | 3,000,000 | 1,500,000 | | | | | 750,000 | | 750,000 | | | | | | | |
| W-47 | Advanced Meter Infrastructure | 710,796 | 518,462 | | | | | 518,462 | | | | | | | | | |
| Total | | 258,179,161 | 27,766,619 | 11,222,122 | 1,068,718 | 2,570,567 | 561,815 | - | 5,462,525 | 750,000 | 930,000 | 1,260,000 | 725,000 | - | 1,401,661 | 1,425,000 | 389,211 |


Chk figures - s/b 0 0 0

Project Description: Rehabilitation and expansion of the Fire Station to incorporate today's standards separate showers for men and women, apparatus bay, generator upgrade, and electrical system upgrade. The project adds additional housing capacity. Planning and environmental phase for expansion.

Project Number:

F-7

Managing Department
Engineering

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 14/15 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Constrution ✓ | | | | |

Financial Requirements:

| | | | | |
|--|--|------------------|-------------------------|-----------|
| Initial Cost Estimate by Category | | Estimate | Project Summary | |
| Planning/Permits | | - | Total estimated costs\$ | 7,668,715 |
| Design/Bid | | 868,715 | Costs incurred \$ | 846,997 |
| Construction/Contingency | | 6,800,000 | Cost to complete \$ | 6,821,718 |
| Administration | | - | | |
| Construction Management | | - | | |
| Other - Specify | | - | | |
| Total | | 7,668,715 | Restricted Funding | |
| | | | Yes | ✓ |
| | | | No | ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|----------------|----------------|----------------------|-------------------|------------------|----------|------------------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Fire DIF | 130 | 14,888 | 49,300 | 69,466 | 75,000 | 821,718 | - | - | 1,030,372 |
| Gaming Grants | 150 | | 145,959 | 492,384 | - | - | - | - | 638,343 |
| ARPA | 152 | - | - | - | - | 3,000,000 | 3,000,000 | - | 6,000,000 |
| Total | | 14,888 | 195,259 | 561,850 | 75,000 | 3,821,718 | 3,000,000 | - | 7,668,715 |



F-7

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: District 10 Landscape Improvements

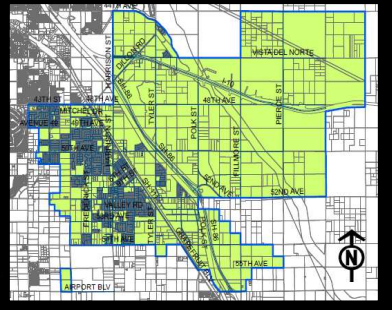
Project Description: Installation of irrigation, plant material, benches, and decomposed granite. Improvements will be made to the retention basin located in Plaza Del Sol Homes at the northeast corner of Calle Bouganvilla and Calle Gardenia.

Project Number:
LL-01

Managing Department
Engineering

| | | | | |
|---|---|---|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New <input checked="" type="checkbox"/> | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal <input checked="" type="checkbox"/> | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | | | |
|---|---------------|------------------------|---|-------------------------------|--------|
| <u>Initial Cost Estimate by Category</u> | | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | - | | | Total estimated costs\$ | 25,000 |
| Design/Bid | - | | | Costs incurred \$ | - |
| Construction/Contingency | 25,000 | | | Cost to complete \$ | 25,000 |
| Administration | - | | | | |
| Construction Management | - | | | | |
| Right-of-Way | - | | | | |
| Total | 25,000 | | Restricted Funding | | |
| | | | Yes <input checked="" type="checkbox"/> | | |
| | | | No | | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|---------------------|------|---------------------|---------|---------|-----------|--------|-------------|--------|--------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Landscape & Lightin | 160 | | | | | 25,000 | | | 25,000 |
| | | | | | | - | | | - |
| Total | | - | - | - | - | 25,000 | - | - | 25,000 |

LL-01

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: District 13 Retention Basin Landscape Improvements

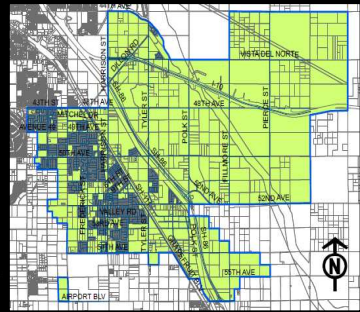
Project Description: Installation of irrigation, plant material, decomposed granite pathways, rock material, benches, and solar lighting fixtures. Improvements will be made to the retention basin within the Hacienda Adobe development located along Avenida Adobe, east of Julia Avenue.

Project Number:
LL-02

Managing Department
Engineering

| | | | | |
|---|--|--|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|--|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 120,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 120,000 | | Cost to complete \$ 120,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 120,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|---------------------|------|---------------------|---------|---------|-----------|---------|-------------|--------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Landscape & Lightin | 160 | | | | | 120,000 | | | 120,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 120,000 | - | - | 120,000 |

LL-02

CITY OF COACHELLA

Capital Improvement Program Project Details

Project Title: District 16 Landscape and Lighting Improvements


Project Description:

Installation of bollard entry lighting and uplighting for all five Tierra Del Sol development entrances including: Los Moghis Avenue, Cielo De Victoria, Puertecitos Avenue, El Mar Street, and San Ignacio Avenue.

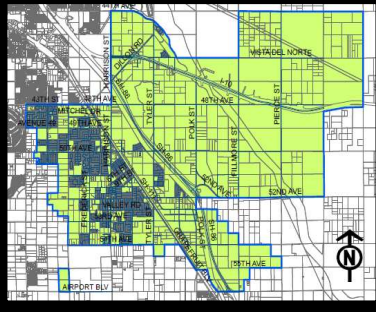
Improvements also include: turf removal, installation of permeable pavers, solar lighting and basketball court features in the existing basin located on Camino

Project Number:
LL-13

Managing Department
Engineering

| | | | | |
|---|--|--|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|--|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 750,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 750,000 | | Cost to complete \$ 750,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 750,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|---------------------|------|---------------------|---------|---------|-----------|---------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Landscape & Lightir | 160 | | | | | 750,000 | | | 750,000 |
| Total | | - | - | - | - | 750,000 | - | - | 750,000 |

LL-03

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: District 33 Retention Basin and Landscape Improvements

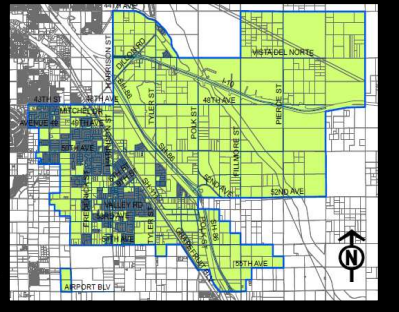
Project Description: Installation of plant material, irrigation, lighting, decomposed granite, rock material, benches/picnic tables, playground features, volleyball court and walking paths. These improvements will reflect the approved development landscape design plans for Vista Escondida for remaining unlandscaped basins at the following four locations: northeast corner of Avenida Del Prado, southwest corner of Avenida Del Prado, southwest corner of C. Ruiz and Avenida Yucateco, and along Shady Lane east of Avenida Tacuba.

Project Number:
LL-04

Managing Department
Engineering

| | | | | |
|---|---|---|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New <input checked="" type="checkbox"/> | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal <input checked="" type="checkbox"/> | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | | | |
|---|----------------|------------------------|---|-------------------------------|---------|
| <u>Initial Cost Estimate by Category</u> | | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | - | | | Total estimated costs \$ | 500,000 |
| Design/Bid | - | | | Costs incurred \$ | - |
| Construction/Contingency | 500,000 | | | Cost to complete \$ | 500,000 |
| Administration | - | | | | |
| Construction Management | - | | | | |
| Right-of-Way | - | | | | |
| Total | 500,000 | | Restricted Funding | | |
| | | | Yes <input checked="" type="checkbox"/> | | |
| | | | No | | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|---------------------|------|---------------------|---------|---------|-----------|---------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Landscape & Lightin | 160 | | | | | 500,000 | | | 500,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 500,000 | - | - | 500,000 |

LL-04

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: District 14 Retention Basin Landscape Improvements

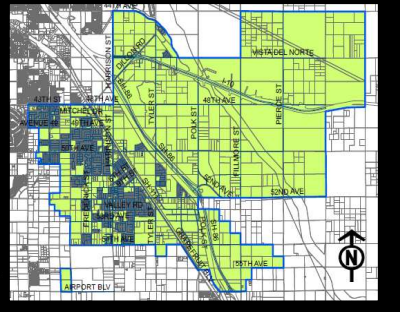
Project Description: Installation of irrigation, plant material, benches, and decomposed granite. Improvements will be made to the retention basin located in Pueblo de la Paz Development at the southeast corner of Las Cruces Street and Las Lunas Avenue.

Project Number:
LL-05

Managing Department
Engineering

| | | | | |
|---|---|--|--|--|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ Pending In Design Out to Bid In Construction | Increase Decrease Minimal ✓ | Origination Year FY 22/23 Safety & Health ✓ Masterplan Council Goal | |

Financial Requirements:

| | | | |
|---|------------------------|---|--|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs \$ 30,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 30,000 | | Cost to complete \$ 30,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 30,000 | | |
| | | | Restricted Funding Yes ✓ No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|---------------------|------|---------------------|---------|---------|-----------|--------|-------------|--------|--------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Landscape & Lightin | 160 | | | | | 30,000 | | | 30,000 |
| Total | | - | - | - | - | 30,000 | - | - | 30,000 |

LL-05

CITY OF COACHELLA

Capital Improvement Program Project Details


Item 15.

Project Title: *Bagdouma Park Basketball Court Replacement*

Project Description: Replacing the basketball court pavement at Bagdouma Park.

Project Number:
P-21

Managing Department
Economic Development

| | | | | |
|---|---|---|----------------------------|---|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> Minimal | Organization Year | FY 21/22 |
| | Pending ✓ | | Safety & Health | ✓ |
| | In Design | | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

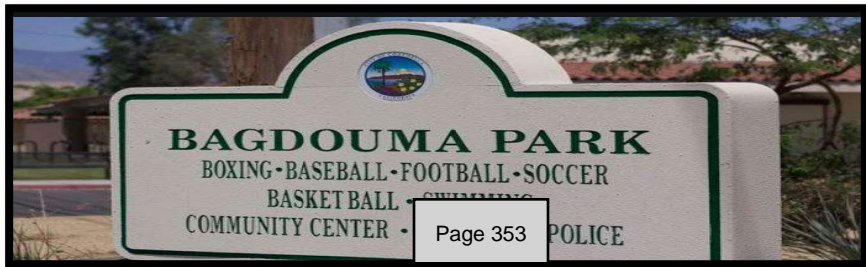
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-----------------|
| Planning/Permit | - |
| Design/Bid | 90,000 |
| Construction/Contingency | 610,000 |
| Administration | - |
| Construction Management/Contingency | - |
| Other - Specify _____ | - |
| 18.75 | 700,000 |



| <u>Project Summary</u> | |
|-------------------------|---------|
| Total estimated costs\$ | 700,000 |
| Costs incurred \$ | 25,000 |
| Cost to complete \$ | 675,000 |
| Restricted Funding | |
| Yes | ✓ |
| No | |

Funding Plan

| Funding Source(s) | Fund | Prior | Actual Expenditures | | Projected | Budget | Future Plan | | Total |
|-------------------|------|-------|---------------------|---------|-----------|---------|-------------|--------|---------|
| | | | 2019/20 | 2020/21 | 2021/22 | 2022/23 | 2023/24 | Beyond | |
| CDBG | 210 | | | | 25,000 | 675,000 | - | - | 700,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | 25,000 | 675,000 | - | - | 700,000 |



CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: Central Park

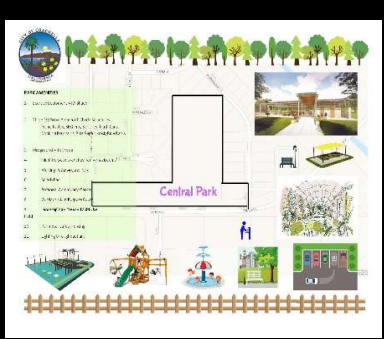
Project Description: Central Park on Avenue 52

Project Number:
P-22

Managing Department
Engineering

| | | | | |
|---|---|---|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New <input checked="" type="checkbox"/> | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permit | - | | Total estimated costs \$ 8,877,330 |
| Design/Bid | 422,730 | | Costs incurred \$ - |
| Construction/Contingency | 7,803,257 | | Cost to complete \$ 8,877,330 |
| Administration | - | | |
| Construction Management/Contingency | - | | |
| Other - Specify [Land Acquisition] | 651,343 | | |
| Total | 8,877,330 | | |
| | | | Restricted Funding |
| | | | Yes <input checked="" type="checkbox"/> |
| | | | No <input checked="" type="checkbox"/> |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|---------------------|------|---------------------|---------|---------|-----------|---------|-------------|-----------|-----------|
| | | Prior | 2019/20 | 2020/21 | 2021/22 | 2022/23 | 2023/24 | Beyond | |
| Park Grant | 152 | | | | | - | 4,000,000 | 4,000,000 | 8,000,000 |
| Desert Healthcare F | 152 | | | | | - | | | - |
| General Fund | 101 | | | | | 877,330 | | | 877,330 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | 877,330 | 4,000,000 | 4,000,000 | 8,877,330 |

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: Sierra Vista Restroom Renovation

Project Description: Remove existing restroom facility and install a new restroom facility at Sierra Vista Park.

Project Number:
P-28

Managing Department
Engineering

| | | | | |
|---|---|---|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New <input checked="" type="checkbox"/> | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal <input checked="" type="checkbox"/> | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-----------------|
| Planning/Permits | - |
| Design/Bid | - |
| Construction/Contingency | 250,000 |
| Administration | - |
| Construction Management | - |
| Right-of-Way | - |
| Total | 250,000 |



| <u>Project Summary</u> | |
|--|---------|
| Total estimated costs \$ | 250,000 |
| Costs incurred \$ | - |
| Cost to complete \$ | 250,000 |
| Restricted Funding | |
| Yes | |
| No <input checked="" type="checkbox"/> | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|---------------------|------|---------------------|---------|---------|-----------|---------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| General Fund | 101 | | | | | 159,211 | | | 159,211 |
| Grants | 152 | | | | | - | | | |
| Capital Projects Fu | 182 | | | | | 90,789 | | | 90,789 |
| Total | | - | - | - | - | 250,000 | - | - | 250,000 |

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: Park Tot Lot Avenue 52/Enterprise

Project Description: Park Tot Lot Avenue 54-Additional Service Capacity

Project Number:
P-29

Managing Department
Engineering

| | | | | |
|---|--|--|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-----------------|
| Planning/Permits | - |
| Design/Bid | - |
| Construction/Contingency | 300,000 |
| Administration | - |
| Construction Management | - |
| Right-of-Way | - |
| Total | 300,000 |



| <u>Project Summary</u> | |
|---|---------|
| Total estimated costs \$ | 300,000 |
| Costs incurred \$ | - |
| Cost to complete \$ | 300,000 |
| Restricted Funding | |
| Yes | |
| No ✓ | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|---------|-------------|--------|--------|
| | | Prior | 2019/20 | 2020/21 | 2021/22 | 2022/23 | 2023/24 | Beyond | |
| Grant Fund | 152 | | | | | 25,000 | | | 25,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 25,000 | - | - | 25,000 |

P-29

CITY OF COACHELLA

Capital Improvement Program Project Details


7.43

Project Title: *Sierra Vista Restroom Replacement*


Project Description: Park Tot Lot Avenue 54-Additional Service Capacity

Project Number:
P-30

Managing Department
Engineering

| | | | | |
|---|---|---|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|--|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 650,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 650,000 | | Cost to complete \$ 650,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 650,000 | | |
| | | | Restricted Funding |
| | | | Yes |
| | | | No ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|--------|-------------|---------|--------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| CDBG | 210 | | | | | 50,000 | | | 50,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 50,000 | - | - | 50,000 |

P-30

CITY OF COACHELLA

Capital Improvement Program Project Details

Item 15.

Project Title: Coachella Valley High School Lift Station Replacement

Project Description: Replace existing 40-year old lift station with new underground lift station consisting of two 125 gpm pumps with small back-up generator.

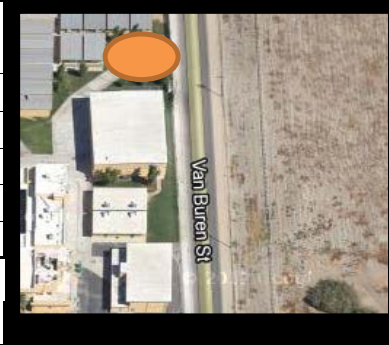
Project Number:
S-9

Managing Department
Utility

| | | | | |
|-----------------|--|--|----------------------------|----------|
| | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 21/22 |
| | Pending ✓ | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-----------------|
| Planning/Permits | - |
| Design/Bid | 50,000 |
| Construction/Contingency | 450,000 |
| Administration | - |
| Construction Management | - |
| Other - Specify _____ | - |
| Total | 500,000 |



| <u>Project Summary</u> | |
|-------------------------|---------|
| Total estimated costs\$ | 500,000 |
| Costs incurred \$ | - |
| Cost to complete \$ | 500,000 |
| Restricted Funding | |
| Yes | ✓ |
| No | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|--------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|-------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Sewer Utility Fund | 361 | | | | | - | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | - | - | - |

S-9

CITY OF COACHELLA

Capital Improvement Program Project Details


Item 15.

Project Title: Mesquite Septic to Sewer Conversion

Project Description: The Utilities Department is currently working on the Clean Water State Revolving Fund Grant to prepare for the general, technical, financial, and environmental packages for the construction of extending wastewater services to the community known as Mesquite.

Project Number:
S-14

Managing Department
Utility

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 16/17 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Construction ✓ | | | | |

Financial Requirements:

| | | | | |
|---|------------------------|---|-------------------------------|-----------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | - | | Total estimated costs\$ | 1,580,000 |
| Design/Bid | 100,000 | | Costs incurred \$ | 105,132 |
| Construction/Contingency | 1,440,000 | | Cost to complete \$ | 1,474,868 |
| Administration | 40,000 | | | |
| Construction Management | - | | | |
| Other - Specify _____ | - | | | |
| Total | 1,580,000 | | | |
| | | | Restricted Funding | |
| | | | Yes ✓ | |
| | | | No | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|--------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|---------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Sewer Utility Fund | 361 | 62,204 | 21,748 | 2,206 | 10,000 | 43,842 | | | 140,000 |
| Seeking Funding | 361 | | | | 95,132 | 746,158 | | 598,710 | 1,440,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | 62,204 | 21,748 | 2,206 | 105,132 | 790,000 | - | 598,710 | 1,580,000 |

S-14

CITY OF COACHELLA

Capital Improvement Program Project Details


Item 15.

Project Title: Capacity Improvements - Tyler Street from Avenue 53 to Avenue 54


Project Description: The Sewer System Master Plan identified necessary upgrades to meet demands.

Project Number:
S-18

Managing Department
Utility

| | | | | |
|---|---|--|--|--|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New Pending In Design ✓ Out to Bid In Construction | Increase Decrease Minimal ✓ | Origination Year FY 21/22 Safety & Health ✓ Masterplan Council Goal | |

Financial Requirements:

| | | | |
|---|------------------------|---|--|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 1,069,000 |
| Design/Bid | 30,000 | | Costs incurred \$ - |
| Construction/Contingency | 1,014,000 | | Cost to complete \$ 1,069,000 |
| Administration | 5,000 | | |
| Construction Management | 20,000 | | |
| Other - Specify _____ | - | | |
| Total | 1,069,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|--------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Sewer Utility Fund | 361 | | | | | 106,900 | | | 106,900 |
| Sewer Connection | 360 | | | | | 962,100 | | | 962,100 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | 1,069,000 | - | - | 1,069,000 |

S-18

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Capacity Improvements - Avenue 50 from Coronado Street to Harrison

Project Description: The 8 inch sewer main on Avenue 50 between Coronado St and Harrison St is currently exceeding the d/D criteria of 0.5 at the upstream end and slightly surcharging on the downstream end. 862 linear feet of 8 inch sewer will be replaced with a 10 inch line to increase capacity all the way to Frederick, this will overlap with Engineering ST-93.

Project Number:
S-19

Managing Department
Utility

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 21/22 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design ✓ | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-----------------|
| Planning/Permits | - |
| Design/Bid | 15,000 |
| Construction/Contingency | 301,000 |
| Administration | 5,000 |
| Construction Management | 10,000 |
| Other - Specify _____ | - |
| Total | 331,000 |



| <u>Project Summary</u> | |
|-------------------------|---------|
| Total estimated costs\$ | 331,000 |
| Costs incurred \$ | - |
| Cost to complete \$ | 331,000 |
| Restricted Funding | |
| Yes | ✓ |
| No | ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|--------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Sewer Utility Fund | 361 | | | | | 33,100 | | | 33,100 |
| Sewer Connection | 360 | | | | | 297,900 | | | 297,900 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | 331,000 | - | - | 331,000 |

S-19

CITY OF COACHELLA

Capital Improvement Program Project Details


Item 15.

Project Title: Capacity Improvements - Avenue 50 from Coronado Street to Harrison

Project Description: Avenue 50 Main Line Extension Peter Rabbit to Tyler

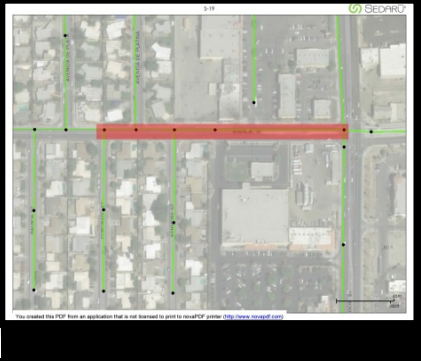
Project Number:
S-27

Managing Department
Utility

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 21/22 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-----------------|
| Planning/Permits | - |
| Design/Bid | 15,000 |
| Construction/Contingency | 385,000 |
| Administration | - |
| Construction Management | - |
| Other - Specify _____ | - |
| Total | 400,000 |



| <u>Project Summary</u> | |
|-------------------------|---------|
| Total estimated costs\$ | 400,000 |
| Costs incurred \$ | - |
| Cost to complete \$ | 400,000 |
| Restricted Funding | |
| Yes | ✓ |
| No | ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|--------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Sewer Utility Fund | 361 | | | | | - | | 33,100 | 33,100 |
| Sewer Connection | 360 | | | | | - | | 366,900 | 366,900 |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| Total | | - | - | - | - | - | - | 400,000 | 400,000 |

S-27

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Avenue 50 / I-10 Interchange (La Entrada)

Project Description: Design of new interchange connector at the future extension of Avenue 50 and I-10.

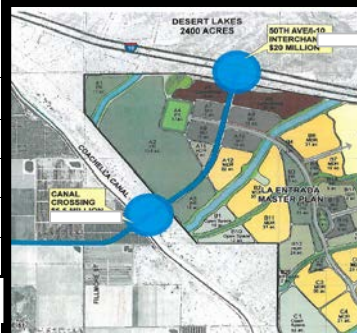
Project Number:
ST-67

Managing Department
Engineering

| | | | | |
|---|-----------------------|--|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase <input checked="" type="checkbox"/> | Origination Year | FY 14/15 |
| | Pending | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal | Masterplan | <input checked="" type="checkbox"/> |
| | Out to Bid | | Council Goal | <input checked="" type="checkbox"/> |
| In Construction <input checked="" type="checkbox"/> | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|------------------|
| Planning/Permits | |
| Design/Bid | - |
| Construction/Contingency | 3,629,578 |
| Administration | |
| Construction Management | |
| Other - Specify | |
| Total | 3,629,578 |



| <u>Project Summary</u> | |
|---|-----------|
| Total estimated costs\$ | 3,629,578 |
| Costs incurred \$ | 3,446,233 |
| Cost to complete \$ | 183,345 |
| Restricted Funding | |
| Yes <input checked="" type="checkbox"/> | |
| No | |

Funding Allocation

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-------------------|----------------|-------------|--------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| CVAG | 152 | 2,300,768 | | | | - | | | 2,300,768 |
| Builder | 182 | 998,729 | 91,419 | 55,317 | - | | 183,345 | | 1,328,810 |
| | | | | | | | | | - |
| Total | | 3,299,497 | 91,419 | 55,317 | - | - | 183,345 | - | 3,629,578 |

ST-67

CITY OF COACHELLA

Capital Improvement Program Project Details

Item 15.


Project Title:

Avenue 50 Bridge (Over Whitewater Channel)


Project Description: Project will replace the existing dry weather crossing with a bridge, that will provide year-round access to property owners on either side of the creek, enabling access to SR-86S. This will provide safe passage across the creek, as this is a main roadway through the City. This channel swells well above the roadway annually, with each storm. The alignment will tie into a future intersection currently being developed by Caltrans.

Project Number:
ST-69

Managing Department
Engineering

| | | | | |
|---|--|---|---|--|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New Pending In Design Out to Bid In Construction <input checked="" type="checkbox"/> | Increase Decrease Minimal <input checked="" type="checkbox"/> | Origination Year FY 14/15 Safety & Health <input checked="" type="checkbox"/> Masterplan Council Goal | |

Financial Requirements:

| | | | |
|---|------------------------|---|---|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | 901,000 | | Total estimated costs\$ 52,365,000 |
| Design/Bid | 7,597,894 | | Costs incurred \$ 4,314,183 |
| Construction/Contingency | 38,611,106 | | Cost to complete \$ 48,050,817 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | 5,255,000 | | Restricted Funding |
| Total | 52,365,000 | | Yes <input checked="" type="checkbox"/> No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|--------------------|------|---------------------|---------|---------|-----------|-----------|-------------|------------|------------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| HBP BR-NBIL- (536) | 152 | 798,098 | | | | | | 44,767,106 | 45,565,204 |
| CVAG | 152 | 121,206 | 44,633 | 2,761 | 2,245,513 | 2,873,248 | | | 5,287,361 |
| Street & Trans DIF | 127 | | 14,878 | 7,603 | 1,038,199 | 410,464 | | | 1,471,144 |
| Bridge & Grade DIF | 122 | 41,267 | | | | | | | 41,267 |
| General Fund | 101 | 26 | | | | | | | 26 |
| Total | | 960,596 | 59,510 | 10,364 | 3,283,712 | 3,283,712 | - | 44,767,106 | 52,365,001 |

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Avenue 50 Widening Project (Calhoun to Harrison)

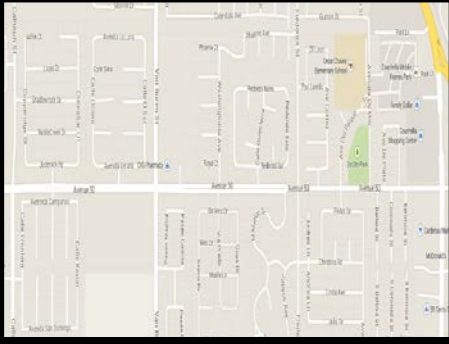
Project Description: Widen and improve Avenue 50 Calhoun to Harrison, including roadway widening, traffic engineering, traffic signal modifications sidewalk improvements, bicycle lanes and landscaping. Project is in combination with S-19.

Project Number:
ST-93

Managing Department
Engineering

| | | | | |
|---|-----------------------|--|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase <input checked="" type="checkbox"/> | Origination Year | FY 17/18 |
| | Pending | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal | Masterplan | <input checked="" type="checkbox"/> |
| | Out to Bid | | Council Goal | <input checked="" type="checkbox"/> |
| In Consturction <input checked="" type="checkbox"/> | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ - |
| Design/Bid | 275,000 | | Costs incurred \$ 766,527 |
| Construction/Contingency | 2,318,750 | | Cost to complete \$ (766,527) |
| Administration | - | | |
| Construction Management | 100,000 | | Restricted Funding |
| Right-of-Way | 1,000,000 | | Yes <input checked="" type="checkbox"/> |
| Total | 3,693,750 | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|--------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| CVAG | 152 | 205,570 | 165,102 | 124,723 | 75,000 | 2,322,620 | 481,985 | | 3,375,000 |
| Street & Trans DIF | 127 | 74,523 | 55,034 | 41,574 | 25,000 | 122,619 | | | 318,750 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Total | | 280,093 | 220,136 | 166,297 | 100,000 | 2,445,239 | 481,985 | - | 3,693,750 |

CITY OF COACHELLA

Capital Improvement Program Project Details


Item 15.

Project Title: Avenue 50 Extension PS&E (All American Canal to I-10 Interchange)


Project Description: Widen and improve Avenue 50, including roadway widening, traffic engineering, traffic signal modifications sidewalk improvements, bicycle lanes and landscaping. Developer is responsible for Avenue 50 extension from Fillmore to I-10.

Project Number:
ST-98

Managing Department
Engineering

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 17/18 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design ✓ | Minimal | Masterplan | ✓ |
| | Out to Bid | | Council Goal | ✓ |
| In Construction | | | | |

Financial Requirements:

| | | | | |
|---|------------------------|---|-------------------------------|------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | - | | Total estimated costs\$ | 32,765,773 |
| Design/Bid | 2,765,773 | | Costs incurred \$ | 2,914,452 |
| Construction/Contingency | 30,000,000 | | Cost to complete \$ | 29,851,322 |
| Administration | - | | Restricted Funding | |
| Construction Management | - | | Yes ✓ | |
| Right-of-Way | - | | No | |
| Total | 32,765,773 | | | |

Funding Plan

| Funding Source(s) | Actual Expenditures | | | Projected | Budget | Future Plan | | Beyond | Total |
|--------------------|---------------------|-----------|---------|-----------|---------|-------------|---------|------------|------------|
| | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | | |
| Builder | 182 | 759,680 | | | | | | | 759,680 |
| CVAG | 152 | 730,746 | 171,153 | 300,879 | - | | | | 1,202,778 |
| Bridge&Grade DIF | 122 | 282,538 | | | - | | | | 282,538 |
| Street & Trans DIF | 127 | | 86,272 | 324,506 | 109,999 | - | | 30,000,000 | 30,520,777 |
| Total | | 1,772,964 | 257,425 | 625,385 | 109,999 | - | - | 30,000,000 | 32,765,773 |

ST-98

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Street Pavement Rehabilitation Phase 17

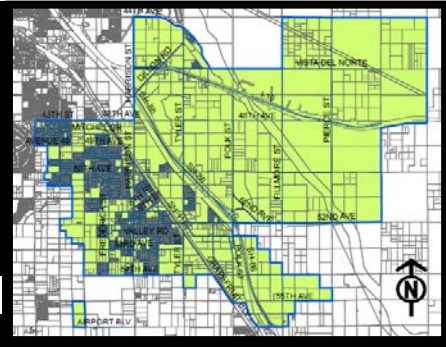
Project Description: This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

Project Number:
ST-105

Managing Department
Engineering

| | | | | |
|---|---|---|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New <input checked="" type="checkbox"/> | Increase | Origination Year | FY 21/22 |
| | Pending | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal <input checked="" type="checkbox"/> | Masterplan | <input checked="" type="checkbox"/> |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 1,209,375 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 1,209,375 | | Cost to complete \$ 1,209,375 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 1,209,375 | | |
| | | | Restricted Funding Yes <input checked="" type="checkbox"/> No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Measure A | 117 | | | | | 561,815 | | | 561,815 |
| SB1 | 109 | | | | | 647,560 | | | 647,560 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 1,209,375 | - | - | 1,209,375 |

ST-105

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Dillon Road Bridge Interstate I-10 Interchange & SR 86 Interchange

Project Description: Dillon road bridge and road widening is unique in that it involves many jurisdictions with the City of Coachella taking the lead. There are four primary parties who would need to come together and form an agreement regarding improvements and maintenance for the project, City of Indio, City of Coachella, the Cabazon Band of Mission Indians, and the Twenty-Nine Palms Band of Mission Indians.

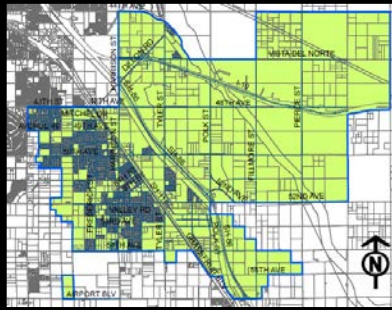
Project Number:
ST-109

Managing Department
Engineering

| | | | | |
|---|--|--|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase | Origination Year | FY 21/22 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-------------------|
| Planning/Permits | - |
| Design/Bid | 3,000,000 |
| Construction/Contingency | 47,000,000 |
| Administration | 150,000 |
| Construction Management | - |
| Right-of-Way | - |
| Total | 50,150,000 |



| <u>Project Summary</u> | |
|---------------------------|------------|
| Total estimated costs\$ | 50,150,000 |
| Costs incurred \$ | 3,150,000 |
| Cost to complete \$ | 47,000,000 |
| Restricted Funding | |
| Yes | ✓ |
| No | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|---------|-------------|------------|------------|
| | | Prior | 2019/20 | 2020/21 | 2021/22 | 2022/23 | 2023/24 | Beyond | |
| CVAG | 152 | 95,513 | 546,355 | 491,129 | 2,017,003 | - | | | 3,150,000 |
| Seeking Funding | 152 | | | | | | | 47,000,000 | 47,000,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | 95,513 | 546,355 | 491,129 | 2,017,003 | - | - | 47,000,000 | 50,150,000 |

ST-109

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Street Pavement Rehabilitation Phase 18

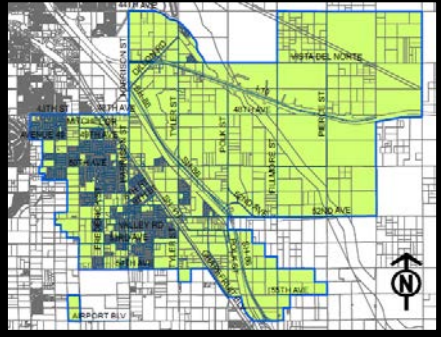
Project Description: This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

Project Number:
ST-113

Managing Department
Engineering

| | | | | |
|---|--|--|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 18/19 |
| | Pending ✓ | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|--|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 626,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 626,000 | | Cost to complete \$ 626,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 626,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|--------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Measure A | 117 | | | | | - | 276,000 | - | 276,000 |
| SB1 | 109 | | | | | - | 350,000 | - | 350,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | 626,000 | - | 626,000 |

ST-113

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Street Pavement Rehabilitation Phase 19

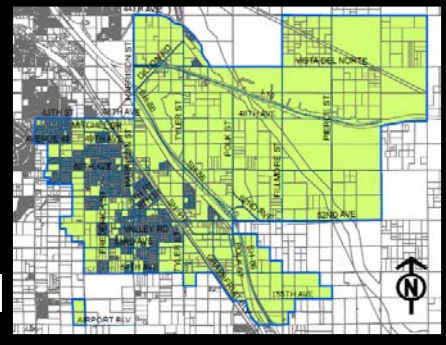
Project Description: This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

Project Number:
ST-118

Managing Department
Engineering

| | | | | |
|---|--|---|---|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New Pending ✓ In Design Out to Bid In Consturction | Increase Decrease Minimal ✓ | Origination Year Safety & Health ✓ Masterplan ✓ Council Goal | FY 22/23 |

Financial Requirements:

| | | | |
|---|------------------------|---|-----------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning Permits | - | | Total estimated costs\$ 632,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 632,000 | | Cost to complete \$ 632,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 632,000 | | |
| | | | Restricted Funding Yes ✓ No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Measure A | 117 | | | | | - | - | 632,000 | 632,000 |
| | | | | | | | | - | - |
| Total | | - | - | - | - | - | - | 632,000 | 632,000 |

ST-118

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Street Pavement Rehabilitation Phase 20

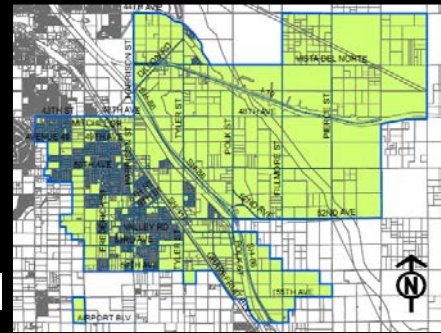
Project Description: This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

Project Number:
ST-128

Managing Department
Engineering

| | | | | |
|---|--|---|---|--|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New Pending In Design Out to Bid In Consturction | Increase Decrease Minimal <input checked="" type="checkbox"/> | Origination Year Safety & Health <input checked="" type="checkbox"/> Masterplan <input checked="" type="checkbox"/> Council Goal | |

Financial Requirements:

| | | | |
|---|------------------------|---|---|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 638,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 638,000 | | Cost to complete \$ 638,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 638,000 | | |
| | | | Restricted Funding Yes <input checked="" type="checkbox"/> No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|--------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Measure A | 117 | | | | | | | 638,000 | 638,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | - | 638,000 | 638,000 |

ST-128

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Pueblo Viejo Villas

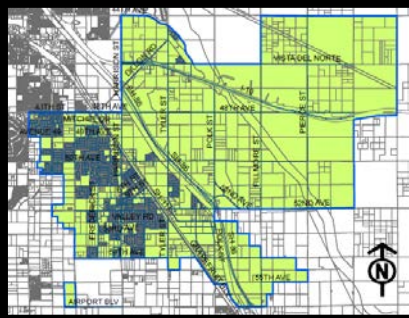
Project Description: Infrastructure for land purchase, building and new streets.

Project Number:
ST-130

Managing Department
Engineering

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase ✓ | Origination Year | FY 21/22 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal | Masterplan | |
| | Out to Bid | | Council Goal | ✓ |
| In Construction ✓ | | | | |

Financial Requirements:

| | | | | | |
|---|------------------|------------------------|---|-------------------------------|-----------|
| <u>Initial Cost Estimate by Category</u> | | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | - | | | Total estimated costs\$ | 3,996,500 |
| Design/Bid | 200,000 | | | Costs incurred \$ | 1,835,978 |
| Construction/Contingency | 3,796,500 | | | Cost to complete \$ | 2,160,522 |
| Administration | - | | | | |
| Construction Management | - | | | | |
| Right-of-Way | - | | | | |
| Total | 3,996,500 | | | | |

Restricted Funding
Yes ✓
No

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|-----------|-------------|--------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| IIG | 152 | | | 389,115 | 500,000 | 1,913,855 | | | 2,802,970 |
| AHSC | 152 | | | 500,000 | 196,530 | | | | 696,530 |
| Transfer F-7 | 130 | | | | 250,000 | 247,000 | | | 497,000 |
| General Fund | 101 | | | | | - | | | - |
| Total | | - | - | 889,115 | 946,530 | 2,160,855 | - | - | 3,996,500 |

ST-130

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Avenue 48 Widening Project (Van Buren to Dillon)

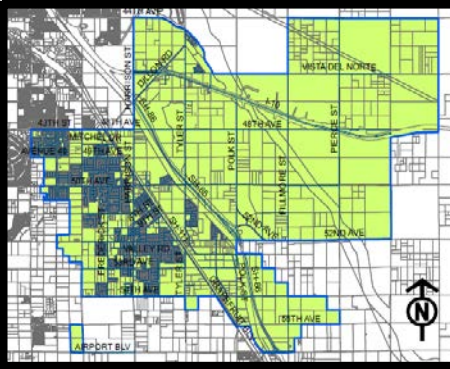
Project Description: Widening of Avenue 48 from 2 lanes to 5 lanes (1 lane in each direction to 3 lanes on Coachella side 2 lanes on County side) from Dillon to Van Buren Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping. County is the Lead.

Project Number:
ST-131

Managing Department
Engineering

|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
|---|---|--|---------------------|-------------------------------------|
| | New | Increase <input checked="" type="checkbox"/> | Origination Year | FY 21/22 |
| | Pending <input checked="" type="checkbox"/> | Decrease | Safety & Health | <input checked="" type="checkbox"/> |
| | In Design | Minimal | Masterplan | <input checked="" type="checkbox"/> |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|-----------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 1,733,000 |
| Design/Bid | 156,250 | | Costs incurred \$ 247,625 |
| Construction/Contingency | 1,576,750 | | Cost to complete \$ 1,485,375 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 1,733,000 | | |

Restricted Funding
Yes
No

Funding Plan

| Funding Plan | Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|--------------------|-------------------|------|---------------------|---------|---------|-----------|-----------|-------------|---------|-----------|
| | | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Street & Trans DIF | | 127 | | | | - | 324,937 | - | | 324,937 |
| SB1 | | 109 | | | | | 277,000 | | | 277,000 |
| Grants | | 152 | | | | | 974,813 | | | 974,813 |
| Capital Projects | | | | | | 156,250 | | | | 156,250 |
| Total | | | - | - | - | 156,250 | 1,576,750 | - | - | 1,733,000 |

ST-131

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Street Pavement Rehabilitation Phase 21

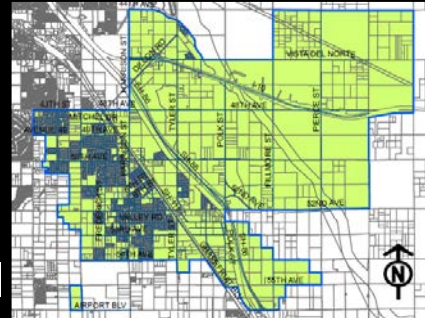
Project Description: This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.

Project Number:
ST-132

Managing Department
Engineering

| | | | | |
|---|-----------------------|---|----------------------------|---|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 804,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 804,000 | | Cost to complete \$ 804,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 804,000 | | |

Restricted Funding
Yes ✓
No

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|--------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Measure A | 117 | | | | | | | 804,000 | 804,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | - | 804,000 | 804,000 |

ST-132

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: 2022 Citywide Pedestrian Safety Improvement Project

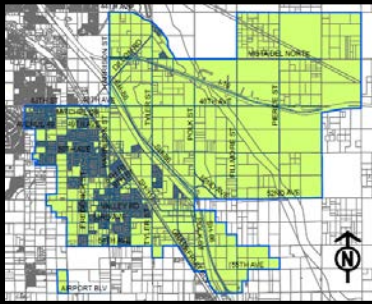
Project Description: Pedestrian safety improvements in various locations throughout the City including striping, ADA improvements, and raised pedestrian refuge islands.

Project Number:
ST-134

Managing Department
Engineering

| | | | | | |
|---|-----------------------|---|------------------|----------------------------|--|
|  | Project Status | Impact on Future Operating Costs | | Project Statistics: | |
| | New | Increase | Origination Year | FY 22/23 | |
| | Pending | Decrease | Safety & Health | ✓ | |
| | In Design | Minimal ✓ | Masterplan | ✓ | |
| | Out to Bid | | Council Goal | | |
| In Construction | | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|----------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs \$ 477,101 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 477,101 | | Cost to complete \$ 477,101 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 477,101 | | |

Restricted Funding
Yes ✓
No

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| SB1 | 109 | | | | | 477,101 | | | 477,101 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 477,101 | - | - | 477,101 |

ST-134

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: 2023 Avenue 50 Bridge Application

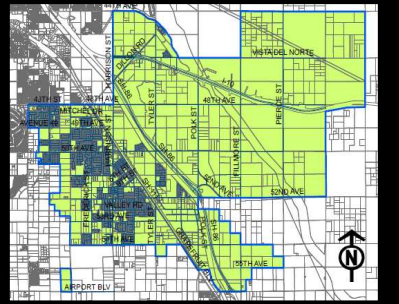
Project Description: Bridge deck of Avenue 50 Bridge will be applied a methacrylate application to extend the life of the roadway as recommended by 2022 Caltrans Maintenance Inspection Report.

Project Number:
ST-136

Managing Department
Engineering

| | | | | | |
|---|-----------------------|---|------------------|----------------------------|--|
|  | Project Status | Impact on Future Operating Costs | | Project Statistics: | |
| | New | Increase | Origination Year | FY 22/23 | |
| | Pending | Decrease | Safety & Health | ✓ | |
| | In Design | Minimal ✓ | Masterplan | ✓ | |
| | Out to Bid | | Council Goal | | |
| In Consturction | | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 105,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 105,000 | | Cost to complete \$ 105,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 105,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| General Fund | 101 | | | | | 105,000 | | | 105,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 105,000 | - | - | 105,000 |

ST-136

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: 2023 Dillon Road Bridge Application

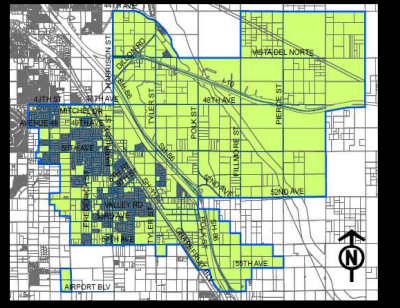
Project Description: Bridge deck of Dillon Road Bridge will be applied a methacrylate application to extend the life of the roadway as recommended by 2022 Caltrans Maintenance Inspection Report.

Project Number:
ST-137

Managing Department
Engineering

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 125,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 125,000 | | Cost to complete \$ 125,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 125,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|--------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| General Fund | 101 | | | | | 125,000 | | | 125,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | 125,000 | - | - | 125,000 |

ST-137

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: Filmore Street Paving

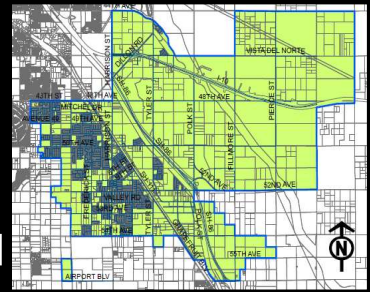
Project Description: One inch mill and overlay Filmore Street from Avenue 50 to 52.

Project Number:
ST-138

Managing Department
Engineering

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 750,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 750,000 | | Cost to complete \$ 750,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | |
| Total | 750,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-----------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|------------|------------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Grants | 152 | | | | | - | | | - |
| Capital Projects Fund | 182 | | | | | 200,000 | 1,800,000 | 12,000,000 | 14,000,000 |
| Total | | - | - | - | - | 200,000 | 1,800,000 | 12,000,000 | 14,000,000 |

ST-138

CITY OF COACHELLA


Capital Improvement Program Project Details

Project Title: Filmore Street Paving

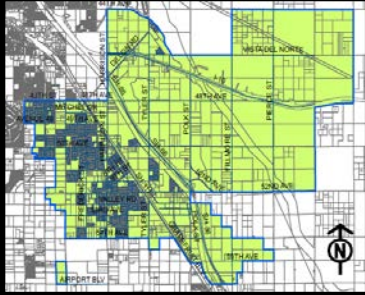
Project Description: Avenue 50 Realignment Peter Rabbit to Tyler

Project Number:
ST-139

Managing Department
Engineering

| | | | | |
|---|--|---|---|--|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New Pending In Design Out to Bid In Construction | Increase Decrease Minimal ✓ | Origination Year Safety & Health ✓ Masterplan ✓ Council Goal | |

Financial Requirements:

| | | | |
|---|------------------------|---|---|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs \$ 2,000,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 2,000,000 | | Cost to complete \$ 2,000,000 |
| Administration | - | | |
| Construction Management | - | | |
| Right-of-Way | - | | Restricted Funding |
| Total | 2,000,000 | | Yes ✓ No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected 2021/22 | Budget 2022/23 | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|----------------------|-------------------|-------------|-----------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Capital Projects | 182 | | | | | | | 2,000,000 | 2,000,000 |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | - | 2,000,000 | 2,000,000 |

ST-139

CITY OF COACHELLA

Capital Improvement Program Project Details

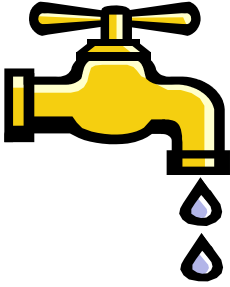
Item 15.

Project Title: Mesquite Water Mutual Association

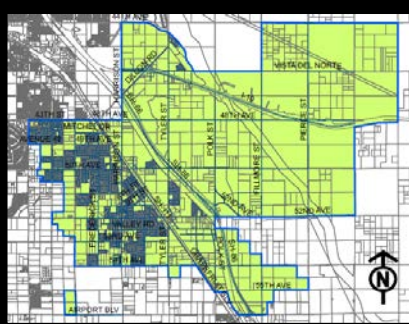
Project Description: Mesquite Water Mutual Association

Project Number:
W-32

Managing Department:
Utility

| | | | | |
|---|---|---|----------------------------|-------------------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 16/17 |
| | Pending | Decrease | Safety & Health | |
| | In Design ✓ | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | | |
|---|------------------------|---|--|-----------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | | | Total estimated costs \$ | 1,901,000 |
| Design/Bid | 300,000 | | Costs incurred \$ | 241,115 |
| Construction/Contingency | 1,575,000 | | Cost to complete \$ | 1,659,885 |
| Administration | 26,000 | | Restricted Funding | |
| Construction Management | - | | Yes | |
| Other - Specify _____ | - | | No ✓ | |
| Total | 1,901,000 | | | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|-----------|-------------|---------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Operations | 178 | 163,113 | 43,850 | 4,873 | 10,196 | 1,520,800 | 158,168 | | 1,901,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | 163,113 | 43,850 | 4,873 | 10,196 | 1,520,800 | 158,168 | - | 1,901,000 |

CITY OF COACHELLA

Item 15.

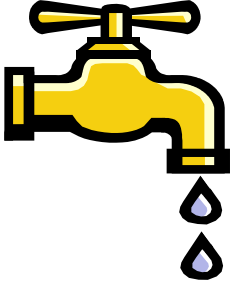
Capital Improvement Program Project Details

Project Title: Castro's Water System Consolidation

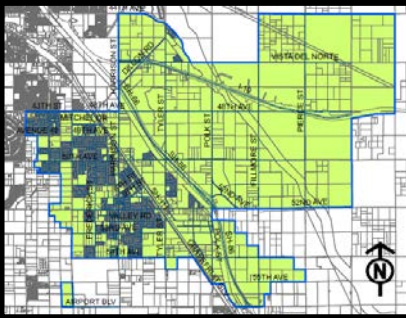
Project Description: Water system feeding the Castro mobile home park was fed by a private well, after a well failure an emergency connection was made to the residents. With the completion of this project a permanent connection will be made.

Project Number:
W-37

Managing Department
Utility

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 17/18 |
| | Pending | Decrease | Safety & Health | ✓ |
| | In Design ✓ | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|-----------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 1,244,050 |
| Design/Bid | 144,050 | | Costs incurred \$ 104,488 |
| Construction/Contingency | 1,100,000 | | Cost to complete \$ 1,139,562 |
| Administration | - | | |
| Construction Management | - | | Restricted Funding |
| Other - Specify _____ | - | | Yes |
| Total | 1,244,050 | | No ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|-----------|-------------|---------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Operations | 178 | 27,929 | 28,728 | 71,560 | 5,000 | 10,833 | | | 144,050 |
| Prop 1 Water Mgmt | 178 | | | | | 1,100,000 | | | 1,100,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | 27,929 | 28,728 | 71,560 | 5,000 | 1,110,833 | - | - | 1,244,050 |

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details


Project Title: 3.6Mg Reservoir Interior Relining

Project Description: Per Water Master Plan 2017. Complete Reservoir Interior Relining.

Project Number:
W-38

Managing Department
Engineering

| | | | | |
|---|--|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase ✓ | Origination Year | FY 21/22 |
| | Pending | Decrease | Safety & Health | |
| | In Design | Minimal | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Construction | | | | |

| Financial Requirements: | | | | |
|---|------------------------|---|---|---------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | 10,000 | | Total estimated costs\$ | 450,000 |
| Design/Bid | - | | Costs incurred \$ | - |
| Construction/Contingency | 428,000 | | Cost to complete \$ | 450,000 |
| Administration | 2,000 | | Restricted Funding | |
| Construction Management | 10,000 | | Yes | |
| Other - Specify _____ | - | | No ✓ | |
| Total | 450,000 | | | |
| Funding Plan | | | | |

| Funding Allocation | | | | | | | | | |
|---------------------------|------|---------------------|---------|---------|-----------|---------|-------------|--------|---------|
| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
| | | Prior | 2019/20 | 2020/21 | 2021/22 | 2022/23 | 2023/24 | Beyond | |
| Water Operations | 178 | | | | | - | 450,000 | - | 450,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | 450,000 | - | 450,000 |

CITY OF COACHELLA

Item 15.

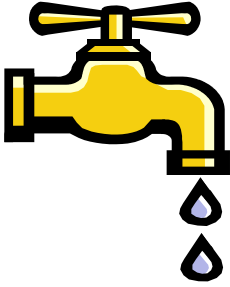
Capital Improvement Program Project Details

Project Title: Whitewater Wash Bridge Pipeline @ Ave 50

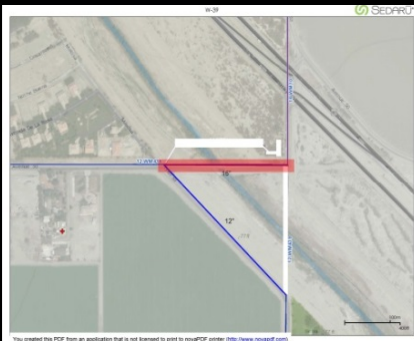
Project Description: City Project ST-69 will replace the existing dry weather crossing with a bridge, that will provide year-round access to property owners on either side of the creek, enabling access to SR-86S. As part of the project the 16" water line will be re-aligned. Coordinating with Engineering with project ST-69.

Project Number:
W-39

Managing Department
Utility

| | | | |
|---|-----------------------|---|----------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: |
| | New | Increase ✓ | Origination Year _____ |
| | Pending ✓ | Decrease | Safety & Health _____ |
| | In Design | Minimal ✓ | Masterplan ✓ |
| | Out to Bid | | Council Goal _____ |
| In Consturction | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 700,000 |
| Design/Bid | 35,000 | | Costs incurred \$ - |
| Construction/Contingency | 665,000 | | Cost to complete \$ 700,000 |
| Administration | - | | |
| Construction Management | - | | |
| Other - Specify _____ | - | | |
| Total | 700,000 | | |
| | | | Restricted Funding |
| | | | Yes |
| | | | No ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|--------|-------------|---------|------------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Operations | 178 | | | | | | | 700,000 | 700,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | - | 700,000 | \$ 700,000 |

CITY OF COACHELLA

Capital Improvement Program Project Details

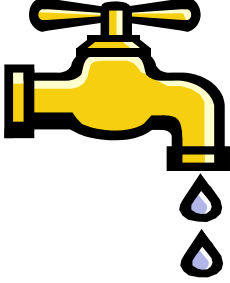
Item 15.

Project Title: Valve Replacement

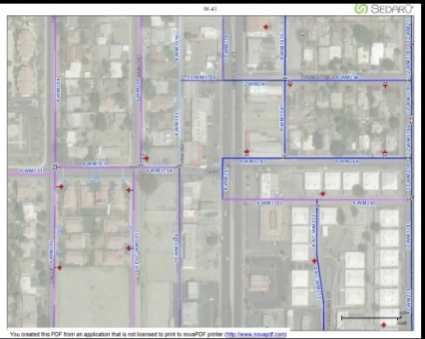
Project Description: Valve Replacement.

Project Number:
W-41

Managing Department
Utility

| | | | | |
|---|--|--|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 320,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 300,000 | | Cost to complete \$ 320,000 |
| Administration | 1,000 | | |
| Construction Management | 19,000 | | |
| Other - Specify _____ | - | | |
| Total | 320,000 | | |
| | | | Restricted Funding |
| | | | Yes |
| | | | No ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|---------|-------------|--------|------------|
| | | Prior | 2019/20 | 2020/21 | | | 2023/24 | Beyond | |
| Water Operations | 178 | | | | | 100,000 | 220,000 | | 320,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | 100,000 | 220,000 | - | \$ 320,000 |

CITY OF COACHELLA

Item 15.

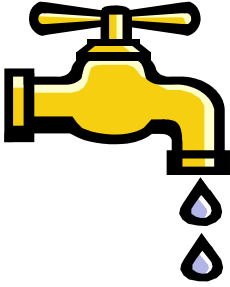
Capital Improvement Program Project Details

Project Title: Van Buren Ave - Coral Mountain School to Avenue 52 & Avenue 50

Project Description: Project identified on Coachella Water Authority 2017 Water Master Plan CIP Summary. 100% attributable to growth.

Project Number:
W-43

Managing Department
Utility

| | | | |
|---|-----------------------|---|----------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: |
| | New | Increase ✓ | Origination Year _____ |
| | Pending ✓ | Decrease | Safety & Health _____ |
| | In Design | Minimal | Masterplan ✓ |
| | Out to Bid | | Council Goal _____ |
| In Consturction | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|---------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 690,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 690,000 | | Cost to complete \$ 690,000 |
| Administration | - | | |
| Construction Management | - | | |
| Other - Specify | - | | |
| Total | 690,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|--------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Connections | 177 | | | | | | | 690,000 | 690,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | - | 690,000 | 690,000 |

CITY OF COACHELLA

Capital Improvement Program Project Details

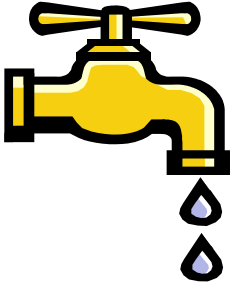
Item 15.

Project Title: Grapefruit Avenue 52 to Avenue 54 & Tyler Street


Project Description: Project identified on Coachella Water Authority 2017 Water Master Plan CIP Summary. 100% attributable to growth.

Project Number:
W-44

Managing Department
Utility

| | | | |
|---|-----------------------|---|----------------------------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: |
| | New | Increase ✓ | Origination Year _____ |
| | Pending ✓ | Decrease | Safety & Health _____ |
| | In Design | Minimal | Masterplan ✓ |
| | Out to Bid | | Council Goal _____ |
| In Construction | | | |

Financial Requirements:

| | | | |
|---|------------------------|---|-----------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 1,670,000 |
| Design/Bid | - | | Costs incurred \$ - |
| Construction/Contingency | 1,670,000 | | Cost to complete \$ 1,670,000 |
| Administration | - | | |
| Construction Management | - | | |
| Other - Specify | - | | |
| Total | 1,670,000 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|--------|-------------|-----------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Connections | 177 | | | | | | | 1,670,000 | 1,670,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | - | - | 1,670,000 | 1,670,000 |

CITY OF COACHELLA

Item 15.


Capital Improvement Program Project Details

Project Title: Aging Pipeline Replacement

Project Description: Per the Water Master Plan of 2017 it is recommended that CWA set aside a budget in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

Project Number:
W-45

Managing Department
Utility

| | | | | |
|---|--|--|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |
|--|-----------------|
| Planning/Permits | - |
| Design/Bid | - |
| Construction/Contingency | 500,000 |
| Administration | - |
| Construction Management | - |
| Other - Specify | - |
| Total | 500,000 |



| <u>Project Summary</u> | |
|---|---------|
| Total estimated costs\$ | 500,000 |
| Costs incurred \$ | - |
| Cost to complete \$ | 500,000 |
| Restricted Funding | |
| Yes | |
| No ✓ | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|---------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Operations | 178 | | | | | 500,000 | | | 500,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | 500,000 | - | - | 500,000 |

W-45

CITY OF COACHELLA

Capital Improvement Program Project Details

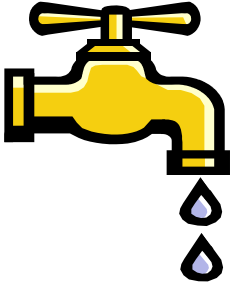
Item 15.

Project Title: Well 20 (150 Zone)

Project Description: Per Water Master Plan 2017, this new well will provide the needed additional firm capacity and fire flow in the 150 Zone. New production well to meet increasing demands and to replace Well 11

Project Number:
W-46

Managing Department
Utility

| | | | | |
|---|--|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New ✓ | Increase ✓ | Origination Year | FY 22/23 |
| | Pending | Decrease | Safety & Health | |
| | In Design | Minimal | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Consturction | | | | |

Financial Requirements:

| | | | | |
|---|------------------------|---|--|-----------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> | |
| Planning/Permits | - | | Total estimated costs\$ | 3,000,000 |
| Design/Bid | 300,000 | | Costs incurred \$ | - |
| Construction/Contingency | 2,700,000 | | Cost to complete \$ | 3,000,000 |
| Administration | - | | Restricted Funding | |
| Construction Management | - | | Yes ✓ | |
| Other - Specify | - | | No ✓ | |
| Total | 3,000,000 | | | |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|-----------|-------------|---------|-----------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Operations | 178 | | | | | 750,000 | | | 750,000 |
| Water Connections | 177 | | | | | 750,000 | | | 750,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | - | - | - | 1,500,000 | - | - | 1,500,000 |

CITY OF COACHELLA

Item 15.

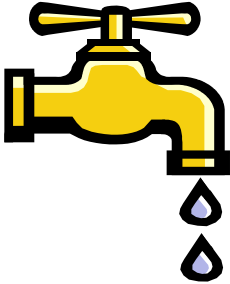
Capital Improvement Program Project Details

Project Title: Advanced Meter Infrastructure - Installing Three Base Stations, Repeaters, Meters


Project Description: The City is transitioning from 3G AMR meters to 4G AMI meters. The City is in the process of entering into an Agreement with the US Department of the Interior for a portion of the funding. WaterSMART: Small-scale Water Efficiency Project Grants. Installation of three base stations, meters/registers, and repeaters.

Project Number:
W-47

Managing Department
Utility

| | | | | |
|---|-----------------------|---|----------------------------|----------|
|  | Project Status | Impact on Future Operating Costs | Project Statistics: | |
| | New | Increase | Origination Year | FY 18/19 |
| | Pending | Decrease | Safety & Health | |
| | In Design | Minimal ✓ | Masterplan | ✓ |
| | Out to Bid | | Council Goal | |
| In Construction ✓ | | | | |

Financial Requirements:

| | | | |
|---|------------------------|--|---------------------------------|
| <u>Initial Cost Estimate by Category</u> | <u>Estimate</u> |  | <u>Project Summary</u> |
| Planning/Permits | - | | Total estimated costs\$ 710,796 |
| Design/Bid | 192,334 | | Costs incurred \$ - |
| Construction/Contingency | 518,462 | | Cost to complete \$ 710,796 |
| Administration | - | | |
| Construction Management | - | | |
| Other - Specify | - | | |
| Total | 710,796 | | |
| | | | Restricted Funding |
| | | | Yes ✓ |
| | | | No ✓ |

Funding Plan

| Funding Source(s) | Fund | Actual Expenditures | | | Projected | Budget | Future Plan | | Total |
|-------------------|------|---------------------|---------|---------|-----------|---------|-------------|---------|---------|
| | | Prior | 2019/20 | 2020/21 | | | 2021/22 | 2022/23 | |
| Water Operations | 178 | | 173,100 | | | 518,462 | 19,234 | | |
| Water Operations | 178 | | - | | - | - | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total | | - | 173,100 | - | - | 518,462 | 19,234 | - | 710,796 |



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Contract with Dalke & Sons Construction Inc. in the amount of \$6,253,955 and 10% for contingency for the construction of the Fire Station #79 Rehabilitation And Expansion Project (F-7).

STAFF RECOMMENDATION:

- Authorize the City Manager to execute a construction contract with Dalke & Sons Construction, Inc. in the amount \$6,253,955 and 10% for contingency for the construction of the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.
- Authorize City Manager to execute a contract for construction materials and quality assurance testing with Atlas Engineering (On-Call Consultant) in the amount of \$50,000.
- Authorize City Manager to execute a contract Amendment with Canon Design to perform construction phase engineering services, in the amount of \$200,000.

BACKGROUND:

In 2017, City staff considered three alternatives to increase the capacity of our critical emergency response services. These options included rehabilitating the existing Fire Station, building a new fire station and doing nothing. Doing nothing was deemed unacceptable in order to improve community safety. The rehabilitation was selected as the most cost effective alternative. In addition, the Central location of the existing Fire Station provides the most efficient response times to all portions of the City, which was considered highly important in the decision making process. A new Fire station at another location would potentially increase response times to some areas of the City.

In 2018 the City received a “Gaming Grant” in the amount of \$604,527, which was utilized as the primary funding for the full design of the remodel and expansion project. To date, the City has spent over \$770,000 on planning and designing the fire station expansion project

Final Design was completed and approved by Building and Safety in May of 2021.

Between June 2021 and November 2021, the Fire Station Project was identified as a critical safety project that provides an upgraded emergency and pandemic response facility and qualifies for American Rescue Plan Act funding.

On December 8th, 2021, City Council authorized staff to advertise the Fire Station #79 Rehabilitation and Expansion Project to seek competitive construction bids and appropriated \$6,800,000 in funding for the project's completion including \$5,000,000 in ARPS funding and \$1.8 million in Fire DIF funding.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City Standards and in compliance with the California Public Contract Code. On April 19th, 2022, the City issued the Notice Inviting Bids with a mandatory job walk held on May 4th, 2022. The project bid opening was held on June 7th, 2022, at 2:00 p.m., with four companies submitting bids for this project. The bid opening results are listed below:

| Company Name: | Bid Amount: |
|---------------------------------|--------------------|
| Dalke & Sons Construction, Inc. | \$6,253,955 |
| AMG Associates | \$6,673,050 |
| Silverstrand Construction | \$7,525,278 |
| ProWest Constructors | \$7,773,992 |

This total project cost includes all base bid items as well as four add alternative bid items. Staff has reviewed the bids and has determined that Dalke & Sons Construction, Inc. is the lowest, responsive, responsible bidder. However, due to inflationary increases in construction cost, the total project budget exceeds the appropriated amount of \$6,800,000:

| Project Item: | Project Cost: | Project Revenue: |
|--|----------------------|-------------------------|
| Construction – Base Bid Items | \$5,389,205 | |
| Construction - Add Alternates | \$864,750 | |
| Construction SubTotal: | \$6,253,955 | |
| Construction Contingency (10%) | \$625,396 | |
| Temporary Housing - Willscot | \$162,049.10 | |
| ATLAS Engineering materials testing | \$50,000 | |
| Construction Engineering – Cannon Design | \$200,000 | |
| TOTAL CONSTRUCTION PROJECT COST: | \$7,291,400.1 | |
| <i>Previous appropriation</i> | \$6,800,000 | |
| CONSTRUCTION COST DIFFERENCE: | \$491,400.1 | |

Base construction items related to the rehabilitation and expansion are listed at a total bid price of \$5,389,205, while the four add alternate items are listed at a total bid price of \$864,750. The four add alternatives include:

1. providing an exterior loggia (Pergola) along the front of the structure that is architecturally similar in design and scope as the Loggia structure at the 6th street Library
2. Replacing all plaster on the existing walls of the structure to match the new plaster finish of the addition areas.
3. Performing abatement of asbestos within the apparatus bay.

- 4. Replacing the Roof tile on the existing portions of the building.

It is recommended that all four add alternatives be accepted and completed to comply with the architectural requirements within the Downtown Pueblo Viejo District, and to fix existing leakage and ceiling issues within the apparatus bay. By completing all Add alternatives now, it helps to maximize public safety by performing all required upgrades once and prevent further disturbance to the fire crew on future repair projects. The additional \$491,400.1 is to be appropriated from ARPA funds in the City’s Grant Fund (152) to cover the anticipated costs of the complete project delivery.

Per section E or article 27 of the Project Specifications for the project, ProWest Construction submitted a bid protest on June 8, 2022. City staff preformed an independent factual inquiry of the bid protest with a review of applicable law. Upon conclusion of this examination, the protest was found to offer no persuasive (or lawful) reason why public policy would favor denying the contract to Dalke & Sons resulting in a higher cost than the lowest responsive bidder. ProWest concurred with the factual inquiry and provided written notification to cancel their bid protest.

FISCAL IMPACT:

The Fire Station #79 Rehabilitation and Expansion Project (F-7) is proposed to be funded with the following appropriations with the following allocations:

- ARPA (Fund 152)- \$5,491,400.10
- Fire Dif (Fund 130)- \$1,800,000

These appropriations will replace previous budgeted appropriations. With this action, Council will be approving all necessary transfers between the appropriated funds above and the City’s CIP Fund (182).

ATTACHMENTS:

- 1. Construction Contract – Dalke & Sons Construction, Inc.
- 2. Bid Summary – F-7

CITY OF COACHELLA
Fire Station #79 Rehabilitation/expansion Project
Project No. F-7

| Bid Schedule | | | | Dalke & Sons Construction | | AMG & Associates | | ProWest Constructors | | Silverstrand Construction | |
|-----------------------|--|-----|------|---------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------------|-----------------------|
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| 1 | General Requirements (Division 01) | 1 | LS | \$82,495.00 | \$82,495.00 | \$1,669,000.00 | \$1,669,000.00 | \$1,541,310.00 | \$1,541,310.00 | \$769,710.00 | \$769,710.00 |
| 2 | Interior/ Exterior Demolition (Division 02 & 32) | 1 | LS | \$272,510.00 | \$272,510.00 | \$198,944.00 | \$198,944.00 | \$200,000.00 | \$200,000.00 | \$472,117.00 | \$472,117.00 |
| 3 | Concrete (Division 03) | 1 | LS | \$195,940.00 | \$195,940.00 | \$155,000.00 | \$155,000.00 | \$207,706.00 | \$207,706.00 | \$335,662.00 | \$335,662.00 |
| 4 | Metals (Division 05) | 1 | LS | \$16,664.00 | \$16,664.00 | \$19,865.00 | \$19,865.00 | \$17,700.00 | \$17,700.00 | \$0.00 | \$0.00 |
| 5 | Wood, Plastics, & Composites (Division 06) | 1 | LS | \$882,720.00 | \$882,720.00 | \$575,400.00 | \$575,400.00 | \$926,690.00 | \$926,690.00 | \$651,148.00 | \$651,148.00 |
| 6 | Thermal & Moisture Protection (Division 07) | 1 | LS | \$239,054.00 | \$239,054.00 | \$239,918.00 | \$239,918.00 | \$212,016.00 | \$212,016.00 | \$421,906.00 | \$421,906.00 |
| 7 | Openings (Division 08) | 1 | LS | \$229,026.00 | \$229,026.00 | \$130,310.00 | \$130,310.00 | \$202,320.00 | \$202,320.00 | \$203,252.00 | \$203,252.00 |
| 8 | Finishes (Division 09) | 1 | LS | \$528,005.00 | \$528,005.00 | \$429,757.00 | \$429,757.00 | \$466,834.00 | \$466,834.00 | \$509,761.00 | \$509,761.00 |
| 9 | Specialties (Division 10) | 1 | LS | \$99,286.00 | \$99,286.00 | \$66,835.00 | \$66,835.00 | \$100,635.00 | \$100,635.00 | \$81,791.00 | \$81,791.00 |
| 10 | Equipment (Division 11) | 1 | LS | \$40,721.00 | \$40,721.00 | \$50,700.00 | \$50,700.00 | \$26,388.00 | \$26,388.00 | \$61,599.00 | \$61,599.00 |
| 11 | Furnishings (Division 12) | 1 | LS | \$7,282.00 | \$7,282.00 | \$5,031.00 | \$5,031.00 | \$5,031.00 | \$5,031.00 | \$5,481.00 | \$5,481.00 |
| 12 | Fire Suppression (Division 21) | 1 | LS | \$64,356.00 | \$64,356.00 | \$66,000.00 | \$66,000.00 | \$60,000.00 | \$60,000.00 | \$100,603.00 | \$100,603.00 |
| 13 | Plumbing (Division 22) | 1 | LS | \$314,583.00 | \$314,583.00 | \$333,800.00 | \$333,800.00 | \$267,391.00 | \$267,391.00 | \$309,163.00 | \$309,163.00 |
| 14 | HVAC (Division 23) | 1 | LS | \$987,563.00 | \$987,563.00 | \$690,000.00 | \$690,000.00 | \$685,000.00 | \$685,000.00 | \$734,234.00 | \$734,234.00 |
| 15 | Electrical (Division 26) | 1 | LS | \$1,065,616.00 | \$1,065,616.00 | \$907,300.00 | \$907,300.00 | \$1,075,648.00 | \$1,075,648.00 | \$947,466.00 | \$947,466.00 |
| 16 | Electronic Safety and Security (Division 28) | 1 | LS | \$47,347.00 | \$47,347.00 | \$29,700.00 | \$29,700.00 | \$149,000.00 | \$149,000.00 | \$32,354.00 | \$32,354.00 |
| 17 | Masonry Wall & Gates (Division 32) | 1 | LS | \$23,271.00 | \$23,271.00 | \$20,000.00 | \$20,000.00 | \$18,000.00 | \$18,000.00 | \$103,274.00 | \$103,274.00 |
| 18 | Site/Hardscape Improvements (Division 32) | 1 | LS | \$89,298.00 | \$89,298.00 | \$52,239.00 | \$52,239.00 | \$113,199.00 | \$113,199.00 | \$34,315.00 | \$34,315.00 |
| 19 | Landscaping (Division 32) | 1 | LS | \$120,380.00 | \$120,380.00 | \$137,251.00 | \$137,251.00 | \$139,251.00 | \$139,251.00 | \$125,554.00 | \$125,554.00 |
| 20 | Temporary Facilities Utility Connection & Coordination | 1 | LS | \$83,088.00 | \$83,088.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$28,868.00 | \$28,868.00 |
| Base Bid Total | | | | \$5,389,205.00 | \$5,389,205.00 | \$5,807,050.00 | \$5,807,050.00 | \$6,444,119.00 | \$6,444,119.00 | \$5,928,258.00 | \$5,928,258.00 |
| A-1 | Exterior Loggia | 1 | LS | \$224,750.00 | \$224,750.00 | \$334,000.00 | \$334,000.00 | \$526,770.00 | \$526,770.00 | \$337,531.00 | \$337,531.00 |
| B-1 | Plaster replacement on Existing Walls | 1 | LS | \$270,000.00 | \$270,000.00 | \$219,000.00 | \$219,000.00 | \$390,523.00 | \$390,523.00 | \$322,354.00 | \$322,354.00 |
| C-1 | Abatement in Apparatus Bay & Mezzanine | 1 | LS | \$140,000.00 | \$140,000.00 | \$101,000.00 | \$101,000.00 | \$157,936.00 | \$157,936.00 | \$361,260.00 | \$361,260.00 |
| D-1 | Roof Tile Replacement | 1 | LS | \$230,000.00 | \$230,000.00 | \$212,000.00 | \$212,000.00 | \$254,644.00 | \$254,644.00 | \$575,875.00 | \$575,875.00 |
| | | 0 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | 0 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | 0 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | | | | \$6,253,955.00 | \$6,253,955.00 | \$6,673,050.00 | \$6,673,050.00 | \$7,773,992.00 | \$7,773,992.00 | \$7,525,278.00 | \$7,525,278.00 |

| | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Bid Doc Amount | \$6,253,954.00 | \$6,673,050.00 | \$7,773,992.00 | \$7,525,280.00 |
| Difference | -\$1.00 | \$0.00 | \$0.00 | \$2.00 |

 Indicates Staff correction of the math.
 Indicates Apparent Low Bidder
 Indicates Amount / \$0.00 Entered for Bid Item

CONTRACT FOR CONSTRUCTION

This Contract for Construction (“Contract”), is made and entered into this **13th day of July, 2022**, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and Dalke & Sons Construction, Inc., sometimes hereinafter called “Contractor.”

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

ARTICLE 1. SCOPE OF WORK.

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

FIRE STATION #79 REHABILITATION/EXPANSION PROJECT CITY PROJECT NO. F-7

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

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **365 Calendar Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Six Million, Two Hundred and Fifty-Three Thousand, Nine Hundred and Fifty-Five Dollars and Zero Cents (\$6,253,955.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

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

Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

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

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

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

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

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

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF COACHELLA

CONTRACTOR _____

By: _____
Gabriel Martin
City Manager

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

By: _____

ATTEST:

Its: _____

By: _____
Andrea Carranza, City Clerk

Printed
Name: _____

APPROVED AS TO FORM:

By: _____

Its: _____

By: _____
Best Best & Krieger LLP
City Attorney

Printed
Name: _____

Contractor's License Number and
Classification

DIR Registration Number

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

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment 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)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, 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, (hereinafter referred to as the "City") has awarded to **Dalke & Sons Construction, Inc.**, (hereinafter referred to as the "Contractor") an agreement for **Firestation #79 Rehabilitation/Expansion Project, Project No. F-7**, (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 April 2022, (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 **Six Million, Two Hundred and Fifty-Three Thousand, Nine Hundred and Fifty-Five Dollars and Zero Cents (\$6,253,955.00)**, 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 (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, 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 part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

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 the 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. 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:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. 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.
- iii. Permit the City to complete the Project in any manner consistent with California 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment 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)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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Signature of Notary Public

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- Other:

Date of Document

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Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on July 13, 2022, has awarded to **Dalke & Sons Construction, Inc.**, hereinafter designated as the "Principal," a contract for the work described as follows: **Firestation #79 Rehabilitation/Expansion Project, Project No. F-7** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated April 2022, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein 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 **Six Million, Two Hundred and Fifty-Three Thousand, Nine Hundred and Fifty-Five Dollars and Zero Cents (\$6,253,955.00)** 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 Civil Code Section 9100, 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 Revenue and Taxation Code Section 18663, 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, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 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 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 the 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 Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 Contract, 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 _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment 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)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

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Signature of Notary Public

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Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Resolution No. 2022-64 authorizing the establishment of an annual special tax for City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) and annexation areas thereto for Fiscal Year 2022/2023.

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing, take any testimony, and adopt Resolution No. 2022-64.

EXECUTIVE SUMMARY:

Resolution No. 2022-64 establishes an updated levy of the special taxes in the Community Facilities District (CFD) 2005-1 and the Annexation Areas in the current tax year at the new rate reflecting the annual Consumer Price Index adjustment for the special taxes. This an annual City Council action item which triggers the certified list of all parcels in the CFD 2005-1 and the Annexation Areas subject to the levy with updated amounts to be levied on each parcel. These will be compiled by the City's consultant and the levy for the current tax year will be sent to the County Auditor-Controller in order for the City to collect the assessments for the 2021/2022 fiscal year.

Through adoption of Resolution No. 2022-64, the City Manager is authorized to determine the specific rates and amounts of the special tax to be collected from taxable parcels within the CFD 2005-1 and the Annexation areas for Fiscal Year 2022/2023. Additionally, the City Manager is authorized to prepare the Fiscal Year 2022/2023 Certified List and to submit such list to the County Auditor on or before August 10, 2022.

BACKGROUND:

The City Council initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of special taxes in City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), Annexation Area Nos. 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 29, 31, 32 and 33 of the 2005-1 CFD, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982."

Commencing with Fiscal Year 2005/2006 and for each following Fiscal Year, the City Council has levied the Special Tax at the Maximum Special Tax on all Developed Single Family Residential Property and Developed Multi-Family Residential Property for which a building permit for the construction of residential units are issued prior to June 30 of the prior fiscal year.

DISCUSSION/ANALYSIS:

A review of new building permits issued by the City's Building Division for the current Fiscal Year 2021/2022 reveals that there were one hundred fifteen (115) new qualifying "residential dwellings unit" permits issued within the Community Facility District 2005-01 boundaries or annexation areas, compared to one hundred six (106) for Fiscal Year 2020/2021. The City issued permits for these homes inside the Sevilla community (Tract 38084) developed by Pulte Homes, Mariposa Pointe (Tract 32074) developed by D.R. Horton, and within the Vista Escondida community (Tract No. 32264) by developer D.R. Horton.

Accordingly, there will be 115 new properties added to the Fiscal Year 2022/2023 assessment. Additionally, the Consumer Price Index adjustment will increase the annual assessment by 7.9% based on the U.S. Department of Labor Statistics for Riverside-San Bernardino-Ontario, California. Therefore, the new annual assessment will increase from \$1,249.40 to \$1,348.10. This equates to a change in total anticipated levy from \$2,093,994.88 to \$2,414,447.76 or an increase of \$320,452.88. The final special tax roll for the new assessments will be sent to the County Assessor prior to August 10, 2022.

ALTERNATIVES:

1. Approve Resolution No. 2022-64 as requested.
2. Take no action.
3. Continue this item and provide staff with direction.

FISCAL IMPACT:

The total projected levy for the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) in Fiscal Year 2022/23 is \$2,414,447.76 and funds are used for police, fire and paramedic services. The CFD term runs in perpetuity, and for the 2022/2023 fiscal year the annual assessments will include a 7.9% CPI escalator to adjust for inflation as compared to the 2021/2022 assessment.

RECOMMENDED ALTERNATIVE(S):

Staff recommends alternative #1.

Attachments:

Attachment 1: Resolution No. 2022-64

Attachment 2: New Dwelling Unit Permits 2021/2022

Attachment 3: Map of 2022/2023 CFD Assessed Tracts

RESOLUTION NO. 2022-64

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF AN ANNUAL SPECIAL TAX FOR CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AND ANNEXATION AREAS THERETO FOR FISCAL YEAR 2022/23.

WHEREAS, the City Council (the “Council”) of the City of Coachella (the “City”) had previously initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of special taxes in City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “CFD 2005-1”), Annexation Area Nos. 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 29, 31, 32 and 33 of the 2005-1 CFD (collectively, the “Annexation Areas”), all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”); and,

WHEREAS, this Council, by the adoption of applicable ordinances, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of such special taxes in the CFD 2005-1 and the Annexation Areas; and,

WHEREAS, Government Code Section 53340 provides that this Council may provide, by resolution, for the levy of the special taxes in the CFD 2005-1 and the Annexation Areas in the current tax year and future tax years at the same rates or at a lower rate than the rate provided for in the ordinance levying such special taxes if such resolution is adopted and a certified list of all parcels in the CFD 2005-1 and the Annexation Areas subject to the special tax levy including the amount of the special tax to be levied on each parcel in the CFD 2005-1 and the Annexation Areas for the current tax year (the “Fiscal Year 2021/2022 Certified List”) and future tax years, is timely filed by the clerk or other official designated by this Council with the Auditor of the County of Riverside (the “County Auditor”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. The City Manager is hereby authorized and directed to determine or cause to be determined the specific rates and amounts of the special tax to be collected from taxable parcels within the CFD 2005-1 and the Annexation areas for Fiscal Year 2022/2023.

Section 3. The City Manager is hereby authorized and directed to prepare or cause the preparation of the Fiscal Year 2022/2023 Certified List and to submit such list to the County Auditor on or before August 10, 2022 or such later date to which the County Auditor may agree.

Section 4. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

Section 5. It is hereby further directed that a certified copy of this Resolution, together with the Certified List for Fiscal Year 2022/2023, also be filed with the County Auditor.

Section 6. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special tax.

Section 7. The County Auditor shall then, at the close of the tax collection period, promptly render to the City a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

Section 8. This resolution shall become effective upon its adoption.

PASSED, APPROVED and ADOPTED this 13th day of July, 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. 2022-64 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July, 2022 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Fiscal Year 2021-2022 Building Permits for CFD 2005-1

Single-Family Dwellings

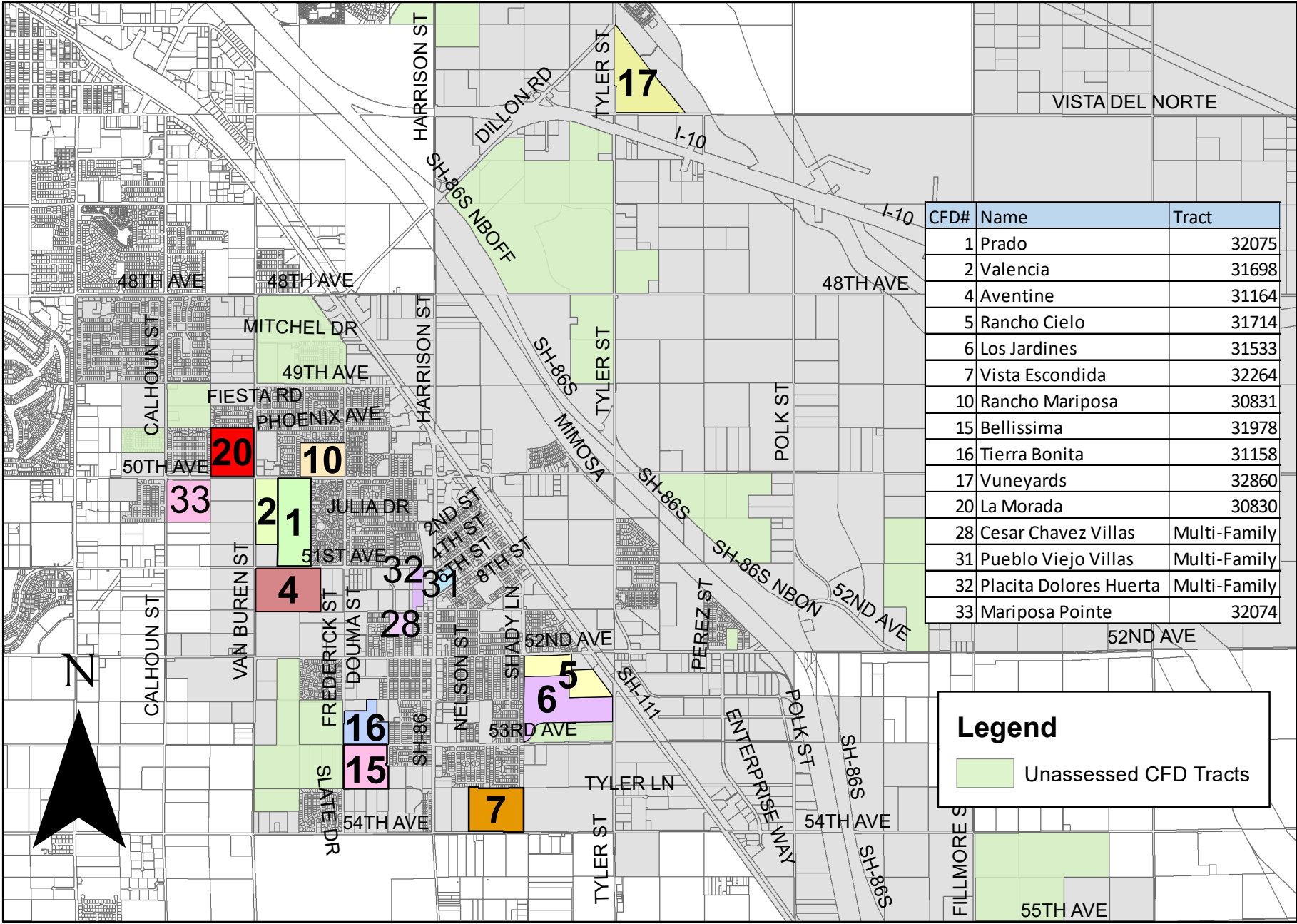
| | Tract | Lot | APN | Site Address | Permit Number | Permit Issued | Plan Type | Square Footage | Description |
|----|-------|-----|-------------|-----------------------|------------------|---------------|-----------|----------------|-------------|
| 1 | 32264 | 271 | 778414034 | 53950 SHADY LANE | BL-2021-07-15100 | 7/18/2021 | 2 | 1583 | SFD |
| 2 | 32264 | 275 | 778-414-038 | 53970 SHADY LANE | BL-2021-07-15102 | 7/18/2021 | 1 | 1378 | SFD |
| 3 | 32264 | 3 | 778-400-001 | 53948 SHADY LANE | BL-2021-07-15103 | 7/18/2021 | 3 | 1874 | SFD |
| 4 | 32264 | 2 | 778-400-002 | 53940 SHADY LANE | BL-2021-07-15104 | 7/18/2021 | 2 | 1583 | SFD |
| 5 | 32264 | 3 | 778-400-003 | 53932 SHADY LANE | BL-2021-07-15105 | 7/18/2021 | 1 | 1378 | SFD |
| 6 | 32264 | 4 | 778-400-004 | 53926 CALLE BALDERAS | BL-2021-07-15106 | 7/18/2021 | 3 | 1874 | SFD |
| 7 | 32264 | 9 | 778-400-009 | 53886 CALLE BALDERAS | BL-2021-07-15107 | 7/18/2021 | 3 | 1874 | SFD |
| 8 | 32264 | 10 | 778-400-010 | 53878 CALLE BALDERAS | BL-2021-07-15108 | 7/18/2021 | 2 | 1583 | SFD |
| 9 | 32264 | 270 | 778-414-033 | 53942 SHADY LANE | BL-2021-06-15048 | 7/22/2021 | 1 | 1378 | SFD |
| 10 | 32264 | 269 | 778-414-032 | 53934 SHADY LANE | BL-2021-06-15047 | 7/22/2021 | 2 | 1583 | SFD |
| 11 | 32264 | 268 | 778-414-031 | 53926 SHADY LANE | BL-2021-06-15046 | 7/22/2021 | 3 | 1874 | SFD |
| 12 | 32264 | 267 | 778-414-030 | 53918 SHADY LANE | BL-2021-06-15045 | 7/22/2021 | 1 | 1378 | SFD |
| 13 | 32264 | 266 | 778-414-029 | 53910 SHADY LANE | BL-2021-06-15044 | 7/22/2021 | 3 | 1874 | SFD |
| 14 | 38084 | 5 | 768-500-001 | 84447 CALLE LARRIVA | BL-2021-12-15440 | 12/16/2021 | 3 | 2824 | SFD |
| 15 | 38084 | 6 | 768-500-002 | 84443 CALLE LARRIVA | BL-2021-12-15441 | 12/16/2021 | 1 | 1959 | SFD |
| 16 | 38084 | 7 | 768-500-003 | 84437 CALLE LARRIVA | BL-2021-12-15442 | 12/16/2021 | 1 | 1959 | SFD |
| 17 | 38084 | 63 | 768-503-008 | 84434 CALLE LARRIVA | BL-2021-12-15443 | 12/16/2021 | 2 | 2404 | SFD |
| 18 | 38084 | 64 | 768-503-009 | 84442 CALLE LARRIVA | BL-2021-12-15444 | 12/16/2021 | 3 | 2824 | SFD |
| 19 | 38084 | 65 | 768-503-010 | 84448 CALLE LARRIVA | BL-2021-12-15445 | 12/16/2021 | 1 | 1959 | SFD |
| 20 | 38084 | 8 | 768-500-004 | 84431 CALLE LARRIVA | BL-2021-12-15478 | 12/16/2021 | 2 | 2404 | SFD |
| 21 | 38084 | 9 | 768-500-005 | 84425 CALLE LARRIVA | BL-2021-12-15479 | 12/16/2021 | 1 | 1959 | SFD |
| 22 | 38084 | 10 | 768-500-006 | 84415 CALLE LARRIVA | BL-2021-12-15480 | 12/16/2021 | 3 | 2824 | SFD |
| 23 | 38084 | 11 | 768-500-007 | 50993 CALLE CARRASCO | BL-2021-12-15481 | 12/16/2021 | 1 | 1959 | SFD |
| 24 | 38084 | 12 | 768-500-008 | 50947 CALLE CARRASCO | BL-2021-12-15482 | 12/16/2021 | 2 | 2404 | SFD |
| 25 | 38084 | 13 | 768-500-009 | 50905 CALLE CARRASCO | BL-2021-12-15483 | 12/16/2021 | 3 | 2824 | SFD |
| 26 | 38084 | 62 | 768-503-007 | 84429 CALLE LARRIVA | BL-2021-12-15484 | 12/16/2021 | 1 | 1959 | SFD |
| 27 | 38084 | 61 | 768-503-006 | 84422 CALLE LARRIVA | BL-2021-12-15485 | 12/16/2021 | 3 | 2824 | SFD |
| 28 | 38084 | 3 | 768-510-003 | 84457 CALLE LARRIVA | BL-2022-01-15577 | 2/1/2022 | 2 | 2404 | SFD |
| 29 | 38084 | 4 | 768-510-004 | 84451 CALLE LARRIVA | BL-2022-01-15578 | 2/1/2022 | 3 | 2824 | SFD |
| 30 | 38084 | 14 | 768500010 | 50873 CALLE CARRASSCO | BL-2022-01-15568 | 3/7/2022 | 1 | 1959 | SFD |
| 31 | 38084 | 15 | 768500011 | 50845 CALLE CARRASCO | BL-2022-01-15569 | 3/7/2022 | 2 | 2404 | SFD |
| 32 | 38084 | 16 | 768500012 | 50803 CALLE CARRASCO | BL-2022-01-15570 | 3/7/2022 | 3 | 2824 | SFD |
| 33 | 38084 | 17 | 768500013 | 50771 CALLE CARRASCO | BL-2022-01-15571 | 3/7/2022 | 2 | 2404 | SFD |

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|----|-------|----|-------------|------------------------|------------------|-----------|---|------|-----|
| 34 | 38084 | 18 | 768500014 | 50731 CALLE CARRASCO | BL-2022-01-15572 | 3/7/2022 | 1 | 1959 | SFD |
| 35 | 38084 | 51 | 768502006 | 84422 CALLE CHAVEZ | BL-2022-01-15573 | 3/7/2022 | 1 | 1959 | SFD |
| 36 | 38084 | 60 | 768503005 | 84421 CALLE CHAVEZ | BL-2022-01-15574 | 3/7/2022 | 2 | 2404 | SFD |
| 37 | 32074 | 2 | 779270002 | 50049 CALLE FRONTERA | BL-2022-04-15756 | 4/12/2022 | 3 | 2435 | SFD |
| 38 | 32074 | 3 | 779270003 | 50043 CALLE FRONTERA | BL-2022-04-15757 | 4/12/2022 | 2 | 2239 | SFD |
| 39 | 32074 | 4 | 779270004 | 50037 CALLE FRONTERA | BL-2022-04-15759 | 4/12/2022 | 1 | 1898 | SFD |
| 40 | 32074 | 5 | 779270005 | 50031 CALLE FRONTERA | BL-2022-04-15760 | 4/12/2022 | 3 | 2435 | SFD |
| 41 | 32074 | 6 | 779270006 | 50025 CALLE FRONTERA | BL-2022-04-15761 | 4/12/2022 | 2 | 2239 | SFD |
| 42 | 32074 | 7 | 779270007 | 50019 CALLE FRONTERA | BL-2022-04-15762 | 4/12/2022 | 1 | 1898 | SFD |
| 43 | 32074 | 8 | 779270008 | 50013 CALLE FRONTERA | BL-2022-04-15763 | 4/12/2022 | 3 | 2435 | SFD |
| 44 | 32074 | 9 | 779270009 | 50007 CALLE FRONTERA | BL-2022-04-15764 | 4/12/2022 | 2 | 2239 | SFD |
| 45 | 32074 | 17 | 779279017 | 83536 AVENIDA CAMPANAS | BL-2022-04-15765 | 4/12/2022 | 3 | 2435 | SFD |
| 46 | 32074 | 18 | 779279018 | 83542 AVENIDA CAMPANAS | BL-2022-04-15766 | 4/12/2022 | 1 | 1898 | SFD |
| 47 | 32074 | 20 | 779271001 | 50052 CALLE FRONTERA | BL-2022-04-15767 | 4/12/2022 | 2 | 2239 | SFD |
| 48 | 32074 | 21 | 779271002 | 50046 CALLE FRONTERA | BL-2022-04-15768 | 4/12/2022 | 1 | 1898 | SFD |
| 49 | 32074 | 22 | 779271003 | 50040 CALLE FRONTERA | BL-2022-04-15769 | 4/12/2022 | 3 | 2435 | SFD |
| 50 | 32074 | 23 | 779271004 | 50034 CALLE FRONTERA | BL-2022-04-15770 | 4/12/2022 | 2 | 2239 | SFD |
| 51 | 32074 | 24 | 779271005 | 50028 CALLE FRONTERA | BL-2022-04-15771 | 4/12/2022 | 1 | 1898 | SFD |
| 52 | 32074 | 25 | 779271006 | 50022 CALLE FRONTERA | BL-2022-04-15772 | 4/12/2022 | 3 | 2435 | SFD |
| 53 | 32074 | 26 | 779271007 | 50016 CALLE FRONTERA | BL-2022-04-15773 | 4/12/2022 | 2 | 2435 | SFD |
| 54 | 32074 | 27 | 779271008 | 50010 CALLE FRONTERA | BL-2022-04-15774 | 4/12/2022 | 1 | 1898 | SFD |
| 55 | 38084 | 59 | 768-503-004 | 84427 CALLE CHAVEZ | BL-2022-02-15591 | 5/9/2022 | 1 | 1959 | SFD |
| 56 | 38084 | 52 | 768-502-007 | 84428 CALLE CHAVEZ | BL-2022-02-15592 | 5/9/2022 | 2 | 2404 | SFD |
| 57 | 38084 | 53 | 768-502-008 | 84434 CALLE CHAVEZ | BL-2022-02-15593 | 5/9/2022 | 3 | 2824 | SFD |
| 58 | 38084 | 58 | 768-503-003 | 84435 CALLE CHAVEZ | BL-2022-02-15644 | 5/9/2022 | 2 | 2404 | SFD |
| 59 | 38084 | 57 | 768-503-002 | 84441 CALLE CHAVEZ | BL-2022-02-15645 | 5/9/2022 | 1 | 1959 | SFD |
| 60 | 38084 | 56 | 768-503-001 | 84447 CALLE CHAVEZ | BL-2022-02-15646 | 5/9/2022 | 3 | 2824 | SFD |
| 61 | 38084 | 55 | 768-502-010 | 84446 CALLE CHAVEZ | BL-2022-02-15647 | 5/9/2022 | 1 | 1959 | SFD |
| 62 | 38084 | 54 | 768502009 | 84440 CALLE CHAVEZ | BL-2022-02-15648 | 5/9/2022 | 2 | 2404 | SFD |
| 63 | 38084 | 50 | 768-502-005 | 84423 CALLE YSIANO | BL-2022-03-15691 | 5/9/2022 | 3 | 2824 | SFD |
| 64 | 38084 | 19 | 768-500-015 | 50695 CALLE CARRASCO | BL-2022-03-15692 | 5/9/2022 | 2 | 2404 | SFD |
| 65 | 38084 | 20 | 768-500-016 | 50657 CALLE CARRASCO | BL-2022-03-15693 | 5/9/2022 | 1 | 1959 | SFD |
| 66 | 38084 | 21 | 768-500-017 | 50611 CALLE CARRASCO | BL-2022-03-15694 | 5/9/2022 | 3 | 2824 | SFD |
| 67 | 38084 | 22 | 768-500-018 | 50587 CALLE CARRASCO | BL-2022-03-15695 | 5/9/2022 | 2 | 2404 | SFD |
| 68 | 38084 | 40 | 768-501-007 | 84422 CALLE YSIANO | BL-2022-03-15696 | 5/9/2022 | 1 | 1959 | SFD |
| 69 | 38084 | 41 | 768-501-008 | 84430 CALLE YSIANO | BL-2022-03-15697 | 5/9/2022 | 2 | 2404 | SFD |
| 70 | 38084 | 42 | 768-501-009 | 84436 CALLE YSIANO | BL-2022-03-15698 | 5/9/2022 | 3 | 2824 | SFD |
| 71 | 38084 | 48 | 768-502-003 | 84435 CALLE YSIANO | BL-2022-03-15699 | 5/9/2022 | 2 | 2404 | SFD |
| 72 | 38084 | 49 | 768-502-004 | 84429 CALLE YSIANO | BL-2022-03-15700 | 5/9/2022 | 1 | 1959 | SFD |

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| 73 | 38084 | 43 | 768-501-010 | 84442 CALLE YSIANO | BL-2022-04-15782 | 5/11/2022 | 2 | 2404 | SFD |
| 74 | 38084 | 44 | 768-501-011 | 84446 CALLE YSIANO | BL-2022-04-15783 | 5/11/2022 | 3 | 2824 | SFD |
| 75 | 38084 | 45 | 768-501-012 | 84452 CALLE YSIANO | BL-2022-04-15784 | 5/11/2022 | 2 | 2404 | SFD |
| 76 | 38084 | 46 | 768-502-001 | 84447 CALLE YSIANO | BL-2022-04-15785 | 5/11/2022 | 1 | 1959 | SFD |
| 77 | 38084 | 47 | 768-502-002 | 84441 CALLE YSIANO | BL-2022-04-15786 | 5/11/2022 | 3 | 2824 | SFD |
| 78 | 38084 | 100 | 768-511-011 | 50694 CALLE CERVANTES | BL-2022-04-15787 | 5/11/2022 | 1 | 1959 | SFD |
| 79 | 38084 | 101 | 768-511-012 | 50656 CALLE CERVANTES | BL-2022-04-15788 | 5/11/2022 | 3 | 2824 | SFD |
| 80 | 38084 | 102 | 768-511-013 | 50616 CALLE CERVANTES | BL-2022-04-15789 | 5/11/2022 | 1 | 1959 | SFD |
| 81 | 38084 | 103 | 768-511-014 | 50584 CALLE CERVANTES | BL-2022-04-15790 | 5/11/2022 | 2 | 2404 | SFD |
| 82 | 38084 | 39 | 768-501-006 | 84425 CALLE RODRIGUEZ | BL-2022-04-15791 | 5/11/2022 | 3 | 2824 | SFD |
| 83 | 38084 | 23 | 768-500-019 | 50565 CALLE CARRASCO | BL-2022-04-15792 | 5/11/2022 | 1 | 1959 | SFD |
| 84 | 38084 | 24 | 768-500-020 | 50533 CALLE CARRASCO | BL-2022-04-15793 | 5/11/2022 | 2 | 2404 | SFD |
| 85 | 38084 | 25 | 768-500-021 | 50509 CALLE CARRASCO | BL-2022-04-15794 | 5/11/2022 | 3 | 2824 | SFD |
| 86 | 38084 | 26 | 768-500-022 | 84412 CALLE RODRIGUEZ | BL-2022-04-15795 | 5/11/2022 | 1 | 1959 | SFD |
| 87 | 38084 | 27 | 768-500-023 | 84420 CALLE RODRIGUEZ | BL-2022-04-15796 | 5/11/2022 | 3 | 2824 | SFD |
| 88 | 38084 | 28 | 768-500-024 | 84426 CALLE RODRIGUEZ | BL-2022-04-15797 | 5/11/2022 | 2 | 2404 | SFD |
| 89 | 38084 | 38 | 768-501-005 | 84431 CALLE RODRIGUEZ | BL-2022-04-15798 | 5/11/2022 | 2 | 2404 | SFD |
| 90 | 38084 | 29 | 768-500-025 | 84432 CALLE RODRIGUEZ | BL-2022-04-15799 | 5/11/2022 | 1 | 1959 | SFD |
| 91 | 38084 | 30 | 768-500-026 | 84438 CALLE RODRIGUEZ | BL-2022-04-15800 | 5/11/2022 | 3 | 2824 | SFD |
| 92 | 38084 | 31 | 768-500-027 | 84442 CALLE RODRIGUEZ | BL-2022-04-15801 | 5/11/2022 | 2 | 2404 | SFD |
| 93 | 38084 | 36 | 768-501-003 | 84441 CALLE RODRIGUEZ | BL-2022-04-15802 | 5/11/2022 | 2 | 2404 | SFD |
| 94 | 38084 | 37 | 768-501-004 | 84435 CALLE RODRIGUEZ | BL-2022-04-15803 | 5/11/2022 | 3 | 2824 | SFD |
| 95 | 32074 | 28 | 779-271-009 | 50097 CAMINO CONVENTO | BL-2022-06-15980 | 6/16/2022 | 1 | 1898 | SFD |
| 96 | 32074 | 29 | 779-271-010 | 50103 CAMINO CONVENTO | BL-2022-06-15981 | 6/16/2022 | 3 | 2435 | SFD |
| 97 | 32074 | 30 | 779-271-011 | 50109 CAMINO CONVENTO | BL-2022-06-15982 | 6/16/2022 | 2 | 2239 | SFD |
| 98 | 32074 | 31 | 779-271-012 | 50115 CAMINO CONVENTO | BL-2022-06-15983 | 6/16/2022 | 1 | 1898 | SFD |
| 99 | 32074 | 39 | 779-271-020 | 50112 CAMINO CONVENTO | BL-2022-06-15984 | 6/16/2022 | 1 | 1898 | SFD |
| 100 | 32074 | 40 | 779-271-021 | 50106 CAMINO CONVENTO | BL-2022-06-15985 | 6/16/2022 | 2 | 2239 | SFD |
| 101 | 32074 | 41 | 779-271-022 | 50100 CAMINO CONVENTO | BL-2022-06-15986 | 6/16/2022 | 3 | 2435 | SFD |
| 102 | 32074 | 32 | 779-271-013 | 50121 CAMINO CONVENTO | BL-2022-06-15987 | 6/16/2022 | 3 | 2435 | SFD |
| 103 | 32074 | 33 | 779-271-014 | 50127 CAMINO CONVENTO | BL-2022-06-15988 | 6/16/2022 | 2 | 2239 | SFD |
| 104 | 32074 | 34 | 779-271-015 | 50133 CAMINO CONVENTO | BL-2022-06-15990 | 6/16/2022 | 3 | 2435 | SFD |
| 105 | 32074 | 35 | 779-271-016 | 50136 CAMINO CONVENTO | BL-2022-06-15991 | 6/16/2022 | 2 | 2239 | SFD |
| 106 | 32074 | 36 | 779-271-017 | 50130 CAMINO CONVENTO | BL-2022-06-15992 | 6/16/2022 | 3 | 2435 | SFD |
| 107 | 32074 | 37 | 779-271-018 | 50124 CAMINO CONVENTO | BL-2022-06-15993 | 6/16/2022 | 1 | 1898 | SFD |
| 108 | 32074 | 38 | 779-271-019 | 50118 CAMINO CONVENTO | BL-2022-06-15994 | 6/16/2022 | 2 | 2239 | SFD |
| 109 | 32074 | 35 | 779-271-043 | 50280 CAMINO MAGDALENA | BL-2022-06-15995 | 6/16/2022 | 1 | 1898 | SFD |
| 110 | 32074 | 36 | 779-271-044 | 50274 CAMINO MAGDALENA | BL-2022-06-15996 | 6/16/2022 | 2 | 2239 | SFD |
| 111 | 32074 | 37 | 779-271-045 | 50268 CAMINO MAGDALENA | BL-2022-06-15997 | 6/16/2022 | 3 | 2435 | SFD |

| | | | | | | | | | |
|-----|-------|----|-------------|------------------------|------------------|-----------|---|------|-----|
| 112 | 32074 | 38 | 779-271-046 | 50265 CAMINO MAGDALENA | BL-2022-06-15998 | 6/16/2022 | 1 | 1898 | SFD |
| 113 | 32074 | 39 | 779-271-047 | 50271 CAMINO MAGDALENA | BL-2022-06-15999 | 6/16/2022 | 3 | 2435 | SFD |
| 114 | 32074 | 40 | 779-271-048 | 50277 CAMINO MAGDALENA | BL-2022-06-16000 | 6/16/2022 | 2 | 2239 | SFD |
| 115 | 32074 | 41 | 779-271-049 | 50283 CAMINO MAGDALENA | BL-2022-06-16001 | 6/16/2022 | 1 | 1898 | SFD |

CFD 2005-1 2022-23 CFD Assessed Tracts



| CFD# | Name | Tract |
|------|------------------------|--------------|
| 1 | Prado | 32075 |
| 2 | Valencia | 31698 |
| 4 | Aventine | 31164 |
| 5 | Rancho Cielo | 31714 |
| 6 | Los Jardines | 31533 |
| 7 | Vista Escondida | 32264 |
| 10 | Rancho Mariposa | 30831 |
| 15 | Bellissima | 31978 |
| 16 | Tierra Bonita | 31158 |
| 17 | Vuneyards | 32860 |
| 20 | La Morada | 30830 |
| 28 | Cesar Chavez Villas | Multi-Family |
| 31 | Pueblo Viejo Villas | Multi-Family |
| 32 | Placita Dolores Huerta | Multi-Family |
| 33 | Mariposa Pointe | 32074 |

Legend

Unassessed CFD Tracts



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Community Facilities District (CFD No. 2005-01) Annexation 34 – Villa Verde Apartments

SPECIFICS:

- a) Adopt Resolution No. 2022-69 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 34) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
- b) Adopt Resolution No. 2022-70 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 34 (Villa Verde Apartment project – APN 768-250-002 and 768-300-001).
- c) Adopt Resolution No. 2022-71 Canvassing The Results of The Election Held Within CFD No. 2005-01 (Area No. 34)
- d) Introduce Ordinance No. 1197 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 34 Annexed to Said District (1st Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing and take the following actions:

- 1) Adopt Resolution No. 2022-69 and Direct City Clerk to orally verify proof of publication of notices pursuant to Mello-Roos CFD Act of 1982, and confirm absence of any landowner protest;
- 2) Adopt Resolution No. 2022-70 Calling a Special Election.
- 3) Adopt Resolution No. 2022-71 Canvassing the Results of The Election within CFD No. 2005-01 (Annexation Area No. 34)
- 4) Introduce for 1st Reading, by title only, Ordinance No. 1197 Authorizing the Levy of a Special Tax within Annexation Area No. 34 Annexed to CFD No. 2005-01.

BACKGROUND:

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

On June 8, 2022 the City Council adopted Resolution No. 2022-53 stating its intention to annex certain property, consisting of Villa Verde Apartment project – APN 768-250-002 and 768-300-001 (“Annexation Area No. 34”) into the District pursuant to the Act. A copy of Resolution No. 2022-53, which includes a description and map of Annexation Area No. 34, the rate and method of apportionment and manner of collection of the special tax, are on file with the City Clerk.

DISCUSSION/ANALYSIS

Pursuant to the conditions of approval imposed on Architectural Review No. 19-06, which approved architectural plans for development of a two-story, 152-unit affordable housing development, the project site must be annexed into the City-wide Community Facilities District (CFD No. 2005-01). The City Council took the first step in this process by adopting a resolution of intention on June 8, 2022 (Resolution No. 2022-53) describing the property in question.

The resolution of intention affirmed the Annexation 34 Map, and the rate and method of tax collection for the annexed property. The CFD is collected through the annual property tax assessment rolls and, for this project, may be subject to a subsequent Agreement for deferral of assessments. There is currently two landowners and they have filed a “Petition and Waiver” with the City Clerk’s Office certifying their desire to create the District under shortened timelines. Attached for the City Council’s review and approval are the following resolutions and Ordinance action items:

Resolution 2022-69 of the City Council Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation 34) in the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Resolution 2022-70 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Calling a Special Election within Annexation Area 34.

Resolution 2022-71 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Canvassing the Results of the Election Held Within Annexation Area No. 34 Annexed to Said District.

Ordinance No. 1197 - An Ordinance of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and

Paramedic Services) Authorizing the Levy of a Special Tax Within Annexation Area No. 34 Annexed to Said District (First Reading).

On the night of the public hearing, staff will provide the Mayor, or designee, with specific instructions on the necessary procedures and public announcements for conducting the above public hearings, and adopting the resolution and ordinance actions.

FISCAL IMPACT:

The attached resolutions and ordinance actions would pave the way to annex the Villa Verde Apartments site (Annexation No. 34) into the City-wide CFD which would collect an annual assessment that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect \$1,249.40 for every dwelling unit that is constructed within the developed multifamily residential project. City Council has authorized a deferral of these assessments for a period of up to 55 years. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

ALTERNATIVES:

1. Adopt the attached resolutions and introduce Ordinance 1197 for 1st Reading, by title only.
2. Continue this item and provide staff with direction.
3. Take no action.

RECOMMENDED ALTERNATIVE(S):

Staff recommends alternative #1.

Attachments:

1. Resolution No. 2022-69
2. Resolution No. 2022-70
3. Resolution No. 2022-71
4. Ordinance No. 1197 (1st Reading)
5. Exhibit A - Rate and Method (CFD 2005-01)
6. Exhibit B - CFD Annexation Map 34

RESOLUTION NO. 2022-69

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS RELATING
TO ANNEXATION OF PROPERTY (ANNEXATION NO. 34) INTO CITY
OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1
(LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)**

WHEREAS, the City Council (the “Council”) of the City of Coachella, California (the “City”), has heretofore adopted Resolution No. 2022-53 stating its intention to annex certain property, consisting of Villa Verde Apartments - APN 768-250-002 and 768-400-001 (“Annexation Area No. 34”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, a copy of Resolution No. 2022-69 incorporating a description and map of the proposed boundaries of Annexation Area No. 34, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 34, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 34, prior to the annexation of Annexation Area No. 34, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 34, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, Resolution No. 2022-38 set July 13, 2022 as the date of the public hearing on the annexation of Annexation Area No. 34 to the District and this Council held the said public hearing as required by law; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 34 to the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearings evidence was presented to the Council on said matters before it, and this Council at the conclusion of said hearings is fully advised in the premises;

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

Section 1. Pursuant to Section 53325.1(b) of the Government Code, the Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act.

Section 2. Annexation Area No. 34 is hereby annexed into the District.

Section 3. The description and map of the boundaries of Annexation Area No. 34 on file in the City Clerk’s office and as described in said Resolution No. 2022-69 and incorporated herein by reference, shall be the boundaries of Annexation Area No. 34. The map of the proposed

boundaries of Annexation Area No. 34 has been recorded in the Office of the County Recorder of Riverside County, California in Book 70, page 95 of the Book of Maps of Assessments and Community Facilities Districts (Instrument Number 2007-0311095).

Section 4. Except where funds are otherwise available, there shall be levied annually in accordance with procedures contained in the Act, a special tax sufficient to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 34 prior to the annexation thereof to the District and do not supplant services already available within the territory proposed to be included in Annexation Area No. 34. The rate and method of apportionment of the special tax and manner of collection is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. The special tax shall be utilized to pay for authorized services.

Section 5. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all real property in Annexation Area No. 34, and this lien shall continue in force and effect until the special tax obligation is canceled in accordance with law or until collection of the tax by the City ceases.

Section 6. Council finds that the proposed public services are necessary to meet the increased demand put upon the City as a result of the development within Annexation Area No. 25.

Section 7. The Council finds that there is not an ad valorem property tax currently being levied on property within Annexation Area No. 34 for the exclusive purpose of financing law enforcement, fire and paramedic services.

Section 8. Written protests against annexation of Annexation Area No. 34, or against the furnishing of specified services or facilities or the levying of a specified special tax within Annexation Area No. 34, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the area of land within Annexation Area No. 25.

Section 9. The Office of the City Manager, 1515 Sixth Street, Coachella, California 92236, (760) 398-3502, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor’s parcel number and for estimating future special tax levies pursuant to Section 53340.1 of the Government Code.

Section 10. The City Clerk is directed to certify and attest to this Resolution and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax.

PASSED, APPROVED and ADOPTED this 13th day of July 2022.

Steven A. Hernandez, Mayor

Resolution No. 2022-69
Page 2

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. 2022-69 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A
RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX

RESOLUTION NO. 2022-70

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY
FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND
PARAMEDIC SERVICES) CALLING A SPECIAL ELECTION**

WHEREAS, the City Council (the “Council”) of the City of Coachella, California (the “City”), has heretofore adopted Resolution No. 2022-53 stating its intention to annex certain properties, consisting of Villa Verde Apartments - APN 768-250-002 and 768-400-001 (“Annexation Area No. 34”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, a copy of Resolution No. 2022-70 incorporating a description and map of the proposed boundaries of Annexation Area No. 34, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 34, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 34 prior to the annexation of Annexation Area No. 34, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 34, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, on July 13, 2022, this Council held a noticed hearing as required by law relative to the proposed annexation of Annexation Area No. 34 into the District; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 34 into the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to this Council on said matters before it, and this Council at the conclusion of said hearing was and is fully advised in the premises; and

WHEREAS, this Council adopted its Resolution No. 2022-70 determining the validity of prior proceedings relating to such annexations; and

WHEREAS, the proposed special tax to be levied upon property within Annexation Area No. 34 to finance the above referenced public services has not been precluded by protest of the owners of one-half (1/2) or more of the area of land within Annexation Area No. 34; and

WHEREAS, this Council wishes to present to the respective qualified electors of Annexation Area No. 34 a proposition to levy special taxes on property within Annexation Area No. 34;

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

Section 1. Pursuant to Government Code Section 53353.5, the Council hereby submits to the qualified electors of Annexation Area No. 34 a proposition (the “Proposition 34”) to levy special taxes on property within Annexation Area No. 34 in accordance with the rate and method specified in Resolution 2022-70 of the Council. The Proposition 34 is attached as hereto.

Section 2. A special election is hereby called for Annexation Area No. 34 on the Proposition 34 set forth in Section 1 above.

Section 3. The date of the special elections shall be on the 13th day of July, 2022. The voter ballots shall be returned to the City Clerk at 1515 Sixth Street, Coachella, California 92236, no later than 11:00 o’clock a.m. on July 13, 2022.

Section 4. The Council finds and determines that there were no registered voters residing within the territories of Annexation Area No. 34 at the time of the protest hearing and ninety (90) days prior thereto. The requirements of Section 53326 of the Government Code having been waived by the sole landowner or sole landowners, the ballot for the special election shall be mailed or hand delivered to the landowner or landowners within each of Annexation Area No. 34.

Section 5. Annexation Area No. 34 shall constitute a single election precinct for the purpose of holding said election.

Section 6. The Council hereby directs that the election be conducted by the City Clerk of the City of Coachella, as the elections official.

PASSED, APPROVED and ADOPTED this 13th day of July 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. 2022-70 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION NO. 2022-71

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY
FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND
PARAMEDIC SERVICES) CANVASSING THE RESULTS OF THE
ELECTION HELD WITHIN ANNEXATION AREA NO. 34 ANNEXED TO
SAID DISTRICT.**

WHEREAS, the City Council of the City of Coachella, California (the “Council”) has previously conducted proceedings pertaining to the annexation of certain properties, consisting of Villa Verde Apartments - APN 768-250-002 and 768-400-001 (“Annexation Area No. 34”), into the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”), the rate and method of apportionment of a special tax to finance a portion of the cost of providing certain public services, and the calling of an election in regard to the foregoing; and

WHEREAS, on July 13, 2022, an election was held within Annexation Area No. 34 regarding the rate and method of apportionment of the proposed special tax; and

WHEREAS, at such election the proposal for the rate and method of apportionment and manner of collection of the special tax for Annexation Area No. 34 was approved by the qualified electors of Annexation Area No. 34;

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

Section 1. It is hereby determined that the election conducted within Annexation Area No. 34 was duly and validly conducted.

Section 2. The Council, acting as the legislative body of the District, is authorized to levy the special tax on behalf of the District, as specified in Resolution No. 2022-71 determining the validity of prior proceedings adopted by the City Council on July 13, 2022.

PASSED, APPROVED and ADOPTED this 13th day of July 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. 2022-71 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

ORDINANCE NO. 1197

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 34 ANNEXED TO SAID DISTRICT

WHEREAS, on April 13, 2022, the City Council (the “Council”) of the City of Coachella, California (the “City”), adopted Resolution No. 2022-53 stating its intention to annex certain properties, consisting of Villa Verde Apartments - APN 768-250-002 and 768-400-001 (“Annexation Area No. 34”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 34 into the District; and

WHEREAS, on July 13, 2022 this Council held a noticed public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 34 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 34 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 34 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2022-69 determining the validity of prior proceedings relative to the annexation of Annexation Area No. 34, annexed Annexation Area Nos. 34, into the District and authorized the levy of a special tax within Annexation Area No. 34; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2022-70 which called an election within Annexation Area No. 34, for July 13, 2022 on the proposition of levying a special tax; and

WHEREAS, on July 13, 2022 an election was held within Annexation Area No. 34, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

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

Section 1. A special tax is levied within the boundaries of Annexation Area No. 34, pursuant to the formula set forth in Exhibit “A” attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 34 prior to the annexation of Annexation Area Nos. 34, respectively, into the District.

Section 2. This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit “A.”

Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2022-69 of the Council.

Section 4. The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. The City Clerk is directed to cause the title and summary or text of the this ordinance, together with the vote thereon, to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted ordinance along with the names of the Council Members voting for and against the ordinance.

Section 6. This ordinance relating to the levy of the special tax takes effect and shall be in force from and after 30 days from the date of final passage. A copy of this ordinance shall be transmitted to the Clerk of the Board of Supervisors of Riverside County, the Assessor and the Treasurer-Tax Collector of Riverside County.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Coachella on this ___th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor

ATTEST:

Andrea Carranza, Deputy City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

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

I, Andrea Carranza, Deputy City Clerk of the City of Coachella do hereby certify that the foregoing is a true and correct copy of an ordinance, being Ordinance No. 1197 duly passed and adopted at regular meeting of the City Council of the City of Coachella, California held on the ___th day of July 2022.

By: _____
Andrea Carranza, Deputy City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

NOTICE OF ADOPTION OF ORDINANCE NO. 1197

NOTICE IS HEREBY GIVEN that on July 13, 2022, at the Council Chambers of the City of Coachella, 1515 Sixth Street, Coachella, California 92236, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1197. A summary of Ordinance No. 1197 follows and is marked as Exhibit "A". At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

Ordinance No. 1197 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: Andrea Carranza, Deputy City Clerk
City of Coachella

Dated: June 1, 2022

EXHIBIT “A”

**BEFORE THE CITY COUNCIL OF THE CITY OF COACHELLA IN ITS
CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE
AND PARAMEDIC SERVICES)**

IN THE MATTER OF Authorizing) **ORDINANCE NO. 1197 SUMMARY**
the Levy of a Special Tax Within)
Annexation Area No. 34 Annexed)
to City of Coachella Community)
Facilities District No. 2005-1 (Law)
Enforcement, Fire and Paramedic)
Services))

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 34 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area Nos. 34, prior to the annexation of Annexation Area Nos. 34, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 34.

By: Andrea Carranza, Deputy City Clerk
City of Coachella

Dated: August 1, 2022

**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.

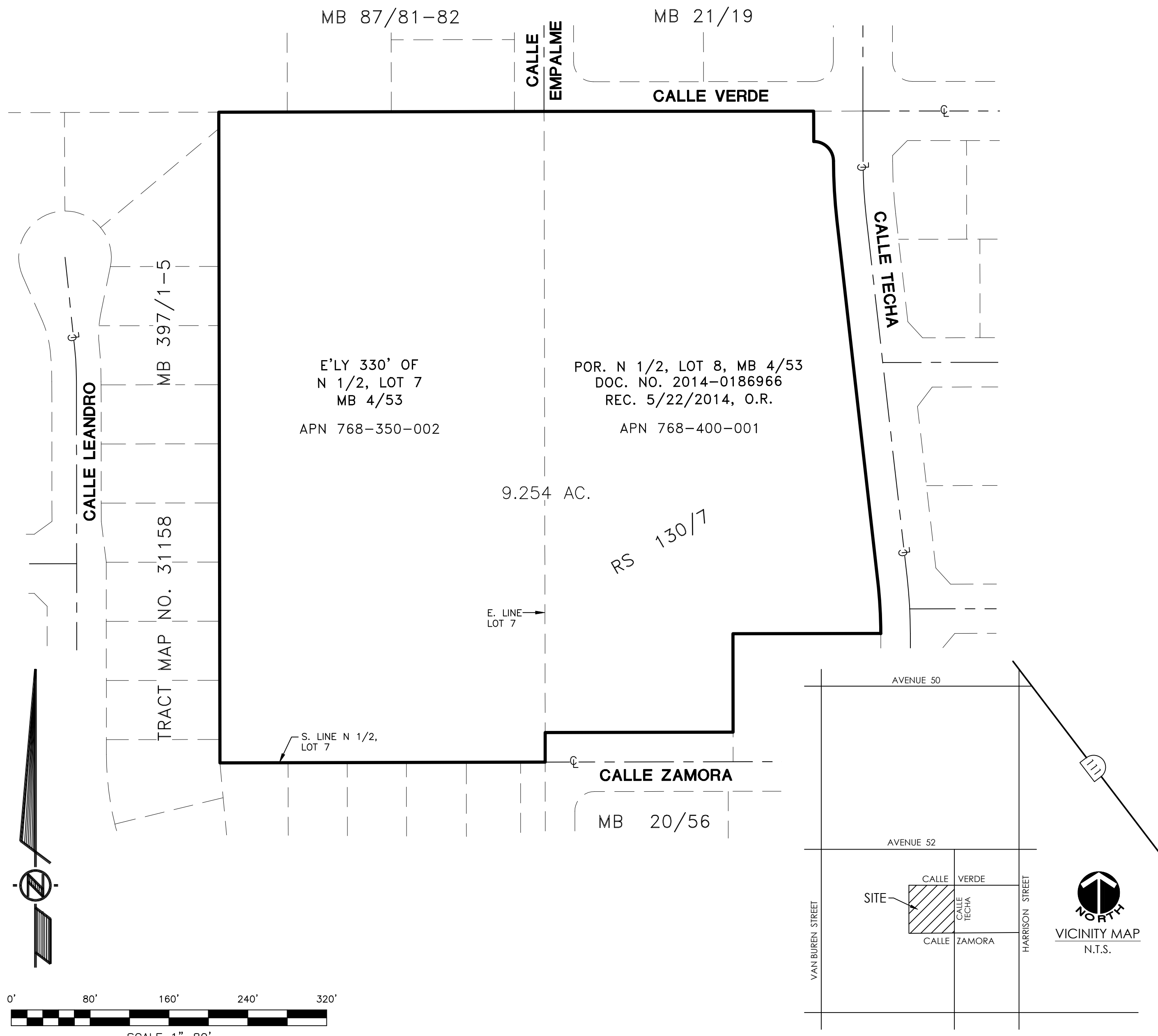
H. PREPAYMENT OF THE SPECIAL TAX

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.

PROPOSED BOUNDARY OF CITY OF COACHELLA
 COMMUNITY FACILITIES DISTRICT NO. _____-__, ANNEX 34
 (A PORTION OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.)
 COUNTY OF RIVERSIDE
 STATE OF CALIFORNIA



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.

NO. _____

FEE _____

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

LEGAL DESCRIPTION

THE BOUNDARY OF THE PROPOSED CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. __, ANNEX 34, COINCIDES WITH THE BOUNDARY OF PORTIONS OF LOTS 7 AND 8 OF MB 4/53 IN THE CITY OF COACHELLA OF THE COUNTY OF RIVERSIDE, CALIFORNIA, LOCATED IN A PORTION OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF COACHELLA THIS _____ DAY OF _____, 20____.

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

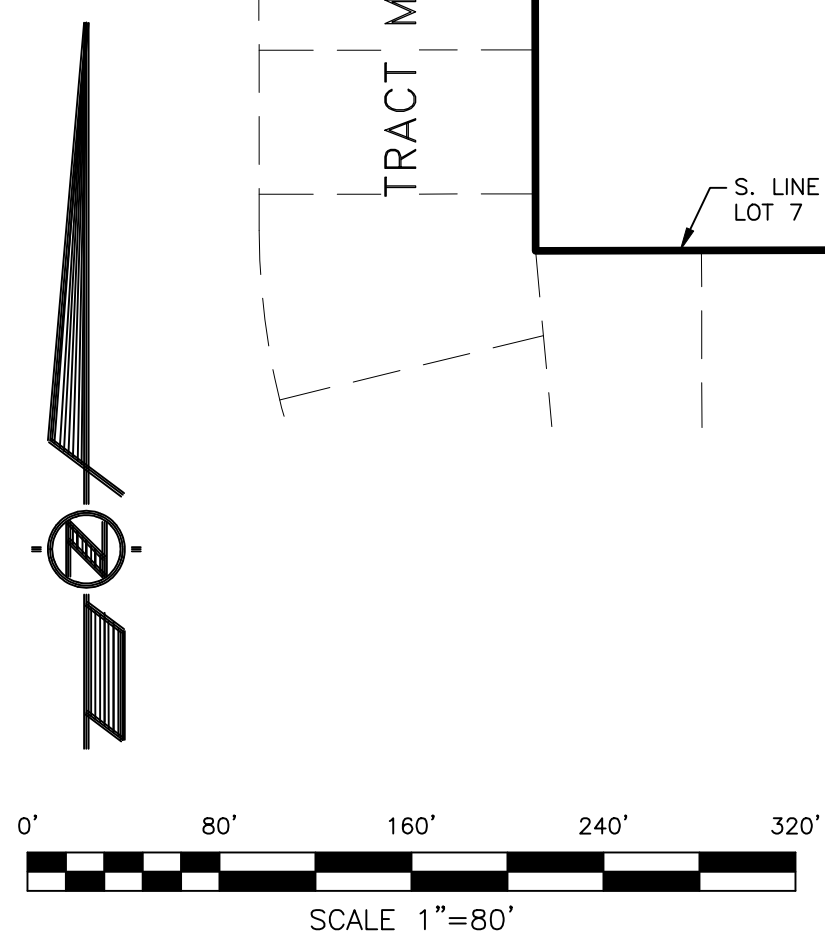
I HEREBY CERTIFY THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF CITY OF RANCHO MIRAGE COMMUNITY FACILITIES DISTRICT NO. __, ANNEX ____, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

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

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. _____ (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) OF THE CITY OF COACHELLA RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON _____, IN BOOK ___ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE ____, AS INSTRUMENT NO. _____.

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.



PROPOSED BOUNDARY MAP

CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. _____, ANNEX 34, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

 **MSA CONSULTING, INC.**
 PLANNING • CIVIL ENGINEERING
 LAND SURVEYING
 J.N. 2499



STAFF REPORT
7/13/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Public Hearing for Resolution No. 2022-73 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 for Fiscal Year 2022/2023

STAFF RECOMMENDATION:

The City Council adopts Resolution No. 2022-73:

- I. Confirming the Diagram and Assessments and Ordering the Levy and Collection of Assessments for the City of Coachella Landscaping and Lighting Maintenance District 1 through 40 for Fiscal Year 2022/2023, pursuant to the provisions of Part 2 Division 15 of the California Streets and Highways Code.
- II. Authorize and Direct the City Clerk to file the diagram and assessment with the Riverside County Assessor/ County Clerk-Recorder's Office

EXECUTIVE SUMMARY:

In accordance with the "Landscaping and Lighting Act of 1972" of the Streets and Highways Code, on June 22, 2022, the City Council adopted Resolution No. 2022-62, and initiated proceedings to update the Districts for the next Fiscal year declaring its Intention to Levy and Collect Assessments and Ordered the preparation of the Engineer's Report. On June 22, 2022 the City Council adopted Resolution No. 2022-63 giving Preliminary Approval of the Engineer's and setting a time and place for the Public hearing to Levy and Collect Assessments. A map displaying the Districts is attached herewith as Exhibit "A".

Resolution No. 2022-73, if approved, will confirm the assessments for the Fiscal Year 2022/2023 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 40, shown on the attached Exhibit "A" and "B". A notice of Public Hearing was posted in the local newspaper on the attached Exhibit "C".

FISCAL IMPACT:

Approval of the assessments would have no adverse impact to the General Fund. The proposed assessments for each District has been prepared based upon the improvements and maintenance expenses necessary to maintain the common areas within each District. The revenues and expenditures are accounted for within separate 160 fund accounts within each District.

Attachment:

Final Engineer's Report

RESOLUTION NO. 2022-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 40 FOR FISCAL YEAR 2022/2023, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council and the City of Coachella, California (“City Council”) has adopted Resolution No. 2022-62 on June 22, 2022 Initiating the Preparation of the Engineer’s Report Declaring Intention to Levy and Collect Assessments for Fiscal Year 2022/2023 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 40 pursuant to the terms and provisions of the “Landscaping and Lighting Act of 1972”, being Part 2 Division 15 of the California Streets and Highways Code; and

WHEREAS, this City Council has directed the staff to prepare the Engineer’s Report, and the City Engineer has prepared and submitted the report to the City Clerk his report pursuant to law for the City Council’s consideration; and

WHEREAS, the City Council has adopted Resolution Number 2022-63 on June 22, 2022 Giving Preliminary Approval of the Preliminary Engineer’s Report for Levy of Annual Assessments for Landscaping and Lighting Maintenance Districts 1 through 40 Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2022/2023 and Set a Public Hearing for Districts 1 through 40; and

WHEREAS, the City Council scheduled a Public Hearing on July 13, 2022 at 6:00 p.m. prior to confirmation of the proposed assessments for Fiscal Year 2022/2023; and

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

Section 1. That above recitals area all true and correct

Section 2. Following notice duly given by publication, the City Council has held a full and fair Public Hearing regarding the Levy of the Proposed Assessment within the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 for Fiscal Year commencing on July 1, 2022 and ending June 30, 2023, to pay for the cost and expenses of maintaining and servicing existing and proposed public landscaping and storm drain facilities installed and constructed within public places in the City of Coachella, pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code. All interested persons were offered the opportunity to hear and be heard regarding protests and objections to the Levy and Collection of the Proposed Assessment against lots or parcels of real property within City of Coachella Landscaping and

Lighting Maintenance District No. 1 through 40. All protests and objections to the Levy and Collection of the proposed assessments for the Fiscal Year 2022/2023 commencing on July 1, 2022 and ending on June 30, 2023, area hereby overruled by the City Council.

Section 3. The City Council hereby orders the maintenance and servicing of the existing and proposed public landscape facilities installed and constructed in public places in the City of Coachella and hereby confirms the diagram and assessment set forth in the Engineer's Report.

Section 4. The assessment is in compliance with the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code and with any applicable provisions of Proposition 218.

Section 5. The assessment is levied without regard to property valuation.

Section 6. The assessment is levied for the purpose of paying the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities installed and constructed in public places in the City of Coachella for the Fiscal Year commencing on July 1, 2022 and ending on June 30, 2023.

Section 7. The adoption of Resolution No. 2022-73 constitutes the levy of an assessment for the Fiscal Year commencing on July 1, 2022 and ending on June 30, 2023.

Section 8. The maintenance and servicing of the public landscaping facilities shall be performed pursuant to law and the County Recorder/Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City of Coachella Finance Department.

Section 9. The City of Coachella Finance Department shall deposit all monies representing assessments collected by the County to the credit of a special fund known as Special Revenue Funds Special Assessments, City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40.

Section 10. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the Riverside County, Assessor's Office, together with a certified copy of Resolution 2022-73 upon its adoption.

Section 11. A certified copy of the assessment and diagram shall be filed in the Office of the City Clerk, with a duplicate copy on file in the Public Works Department and open for public review.

PASSED, APPROVED and ADOPTED this 13th day of July 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. 2022-73 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of July 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

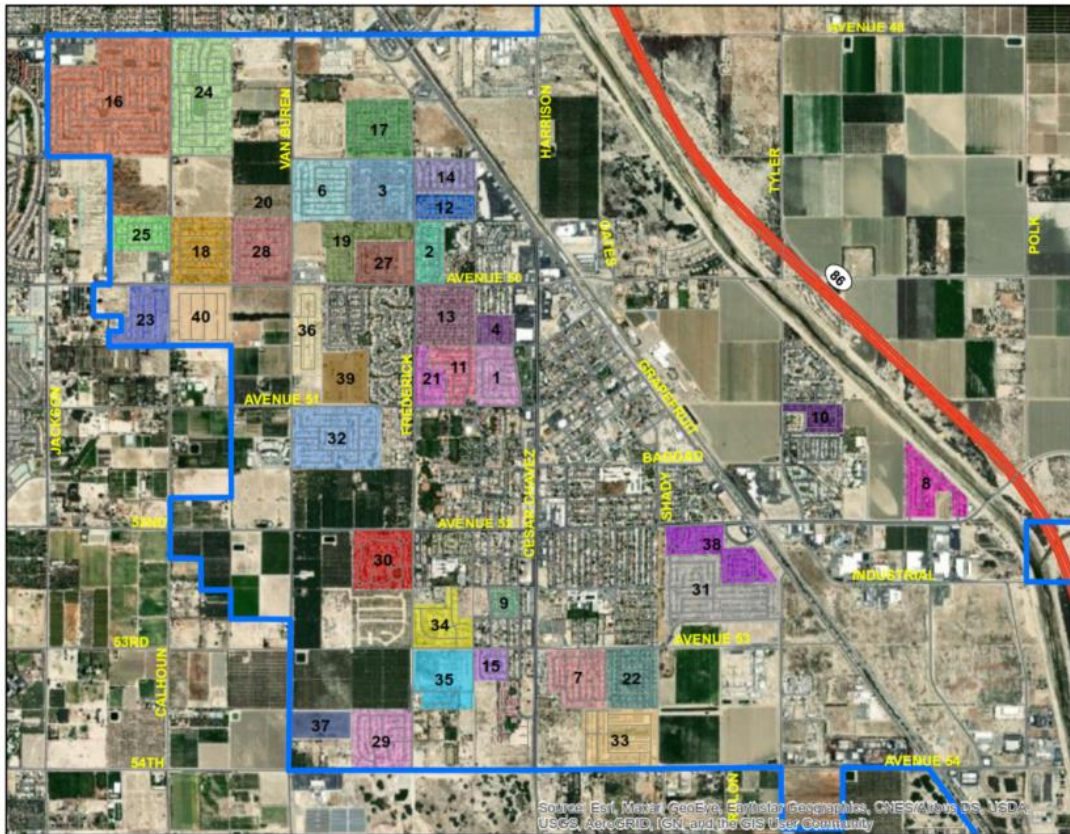
Andrea J. Carranza, MMC
Deputy City Clerk

Exhibit “A”

**CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT NO. 1 THROUGH 40 FISCAL YEAR 2022/2023**

BOUNDARY MAP

**CITY OF COACHELLA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS**



| District | Tract Name | Tract Number |
|----------|----------------------|--------------|
| 1 | Lewis | 14654 |
| 2 | Peacock Palms | 14472 |
| 3 | Bevona Vista | 14675 |
| 4 | Palm Desert Dev. | 18632 |
| 6 | Fiesta Homes | 23911 |
| 7 | La Paz | 26467 |
| 8 | (Lighting only) | 24299 |
| 9 | CV Housing Coalition | 23408 |
| 10 | Plaza del Sol | 36592 |
| 11 | Loma Vista | 22110 |
| 12 | La Paz II | 28374 |
| 13 | Baron-Zrack | 28443 |
| 14 | Pueblo de la Paz | 29071 |
| 15 | Cachanillas | 30020 |
| 16 | Tierra del Sol | 30684 |
| 17 | Rancho Las Flores | 30498 |
| 18 | Bella Canto | 30728 |
| 19 | Payaso de la Palmas | 30354 |
| 20 | Posada del Valle | 30621 |
| 21 | Loma Vista II | 22110 |
| 22 | Rancho de la Fe | 30889 |
| 23 | La Colonia | 30871 |
| 24 | La Paoma Estates | 30910 |
| 25 | Las Plumas | 31376 |
| 27 | Rancho Miraposa | 30831 |
| 28 | La Mirada | 30830 |
| 29 | Somerset | 31664 |
| 30 | Navarra/Sundate I | 31508 |
| 31 | Los Jardines | 31533 |
| 32 | Aventine | 31551 |
| 33 | Vista Escondida | 32264 |
| 34 | Terra Bonita | 31158 |
| 35 | Bellissima | 31978 |
| 36 | Valencia | 31698 |
| 37 | Volk | 31550 |
| 38 | Rancho Cielo | 31714 |
| 39 | Sevilla | 38084 |
| 40 | Mariposa Pointe | 32074 |



Exhibit "B"

CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT NO. 1 THROUGH 40 FISCAL YEAR 2022/2023

| DISTRICT NUMBER | PROPOSED LEVY PER LOT | NUMBER OF LOTS |
|------------------------|------------------------------|-----------------------|
| AREA 1 | \$109.60 | 127 |
| AREA 2 | \$59.76 | 130 |
| AREA 3 | \$95.40 | 181 |
| AREA 4 | \$94.42 | 66 |
| AREA 5 | \$0.00 | 0 |
| AREA 6 | \$214.28 | 171 |
| AREA 7 | \$152.90 | 161 |
| AREA 8 | \$25.26 | 138 |
| AREA 9 | \$176.42 | 32 |
| AREA 10 | \$81.86 | 75 |
| AREA 11 | \$84.76 | 105 |
| AREA 12 | \$178.64 | 76 |
| AREA 13 | \$373.28 | 168 |
| AREA 14 | \$379.48 | 90 |
| AREA 15 | \$540.00 | 48 |
| AREA 16 | \$525.00 | 554 |
| AREA 17 | \$475.00 | 162 |
| AREA 18 | \$632.80 | 172 |
| AREA 19 | \$372.84 | 126 |
| AREA 20 | \$625.00 | 81 |
| AREA 21 | \$156.36 | 70 |
| AREA 22 | \$425.00 | 118 |
| AREA 23 | \$621.34 | 119 |
| AREA 24 | \$773.34 | 291 |
| AREA 25 | \$600.00 | 87 |
| AREA 26 | \$0.00 | 0 |
| AREA 27 | \$525.00 | 112 |
| AREA 28 | \$525.00 | 171 |
| AREA 29 | \$400.00 | 152 |
| AREA 30 | \$325.00 | 160 |
| AREA 31 | \$400.00 | 265 |
| AREA 32 | \$450.00 | 250 |
| AREA 33 | \$675.00 | 282 |
| AREA 34 | \$550.00 | 115 |
| AREA 35 | \$650.00 | 49 |
| AREA 36 | \$445.00 | 108 |
| AREA 37 | \$0.00 | 0 |
| AREA 38 | \$550.00 | 150 |
| AREA 39 | \$419.00 | 1 |
| AREA 40 | \$490.52 | 155 |

Exhibit “C”

NOTICE OF PUBLIC HEARING FOR RESOLUTION NO. 2022-73, “CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 40 FOR FISCAL YEAR 2022/2023

THE DESERT SUN

**RESOLUTION NO. 2022-63
A RESOLUTION OF THE CITY COUNCIL OF COACHELLA, CALIFORNIA, APPROVING THE PRELIMINARY ENGINEER’S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL 2022/2023 FOR THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 40 AND SETTING A TIME AND PLACE FOR THE PUBLIC HEARING**

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

WHEREAS, the City Council pursuant to provisions of the Landscaping and Lighting Act of 1972 being Part 2, Division 15 of the California Streets and Highways Code (“Act”), did by previous Resolution, initiate proceedings for the assessment districts within the City known as the Landscaping and Lighting Maintenance District No. 1 through 40 (“Districts”), to pay for the operation, maintenance, and servicing of local landscaping, street lighting, park and trail improvements, and appurtenant facilities related thereto; and

WHEREAS, the Assessment Engineer of Work has prepared and filed an Engineer’s Report with the City Clerk in connection with the formation of the District, the establishment of the proposed maximum assessment connected therewith and the assessment for fiscal year 2022/2023 (beginning July 1, 2022 and ending June 30, 2023) with the City Clerk pursuant to Section 22623 of the Act, and said report has been presented to the City Council, and is incorporated herein by reference.

WHEREAS, the public interest and convenience require the installation, construction, maintenance, servicing and operation of lighting and landscaping and appurtenant facilities within the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40; and

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. The Engineer’s Report as presented, consists of the following:

The Plans and Specifications which describe the boundaries of the Districts and the improvements associated therewith that provide special benefits to the parcels therein.

The Method of Apportionment that details the method of calculating proportional special benefit and the annual assessment obligation for each affected parcel.

The Estimate of Improvement Costs including the calculation of the assessments and the estimated annual funding (Budget) required for the annual maintenance, servicing, and operation of the landscaping and lighting improvements and specifically the costs associated with the improvements determined to be of special benefit to parcels within the Districts, establishing the proposed maximum assessment and the assessment for fiscal year 2022/2023.

The Assessment Range Formula (Annual Inflationary Adjustment) to be applied to the proposed Maximum Assessment Rate per Equivalent Benefit Unit.

A District Diagram outlining the boundaries of the Districts for fiscal year 2022/2023.

An Assessment Roll containing the proposed maximum assessment for fiscal year 2022/2023 for each Assessor Parcel Number within the Districts.

SECTION 3. The City Council hereby approves the Engineer’s Report on a preliminary basis as submitted or amended by direction of this City Council, and orders said Report to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, and by reference the Engineer’s Report is made part of this resolution.

SECTION 4. The City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 for fiscal year 2022/2023, pursuant to the Landscape and Lighting Act of 1972 to pay the costs of the improvements and maintenance described in Sections 5 and 6, below, that are within budget. The proposed assessments will not increase above the maximum levy allowed by Proposition 218.

SECTION 5. The City Council hereby finds that the territory within the Districts as identified in the Engineer’s Report consists of and includes those lots, parcels and subdivisions of land that will receive special benefits from the improvements to be provided.

SECTION 6. The improvements and services for the District as identified in the Engineer’s Report, include, but are not limited to, the maintenance, operation and servicing of various landscaping improvements established in connection with development of the properties within the District, and which shall be maintained for the special benefit of those properties. The maintenance and servicing of the improvements generally include, but are not limited to turf, ground cover, shrubs, and plants; vines, trees; irrigation and drainage systems; masonry walls, retaining walls, or other fencing; monuments; hardscapes; concrete, gravel, or decomposed granite trails, pathways and/or access roads; and other related appurtenant facilities within the District. The proposed local street lighting improvements include operation of lights only, not maintenance. The Engineer’s Report prepared and filed with the City Clerk provides a more detailed description of the improvements and services to be provided and for which properties shall be assessed.

SECTION 7. The City Council hereby determines that to provide the improvements described in section 6 of this resolution, it is necessary to levy and collect assessments against lots and parcels within the District commencing in fiscal year 2022/2023. The Engineer’s Report referred to in Section 2 of this resolution establishes the fiscal year 2022/2023 proposed maximum assessment for the District including the annual inflationary adjustment to the maximum assessment rates.

SECTION 8. The City Council hereby authorizes and directs the City Clerk shall give notice of public meeting and public hearing as follows:

a) The City Clerk shall cause this resolution of intention to be published as required by Section 22500, of the California Streets and Highways Code. The Desert Sun is hereby designated as the newspaper in which the City Clerk shall publish this resolution of intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

SECTION 9. Notice is hereby given that on Wednesday, July 13, 2022 at 6:00 p.m. in the City Council Chambers of the City of Coachella, California, 1515 Sixth Street, in the City of Coachella, State of California, is hereby fixed as the time and place for a public hearing by this City Council regarding the levying and collection of the proposed assessments for Landscaping and Lighting Maintenance District No. 1 through 40 for fiscal year 2022/2023. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all ground of objections and describe the property within the Districts owned by the signer of the protest.

PASSED, APPROVED, and ADOPTED this 22nd day of June 2022.

PUBLISHED;06/30/22



City of Coachella

Landscaping and Lighting Maintenance Districts No. 1 through 40

2022/2023 CONSOLIDATED ENGINEER'S REPORT

Intent Meeting: June 22, 2022
Public Hearing: July 13, 2022

27368 Via Industria
Suite 200

Temecula, CA 92590

T 951.587.3500 | 800.755.6864

F 951.587.3510 | 888.326.6864

Property Tax Information Line
T.866.807.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

City of Coachella Landscaping and Lighting Maintenance Assessment Districts No. 1 through 40

City of Coachella
Riverside County, State of California

This Report describes the District and all relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2022/2023, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 29th day of June, 2022.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Coachella

By: Chonney Gano

Chonney Gano
Project Manager, District Administration Services

By: Tyrone Peter

Tyrone Peter
P.E. # C 81888



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APPENDIX A – DISTRICT ASSESSMENT DIAGRAMS

APPENDIX B – 2022/2023 PRELIMINARY ASSESSMENT ROLL

I. OVERVIEW

A. INTRODUCTION

The City of Coachella (the “City”), under the provisions of the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “1972 Act”) and in compliance with the substantive and procedural requirements of the California Constitution Article XIII D (the “California Constitution”), annually levies and collects special assessments in order to provide and maintain the facilities, improvements and services for the districts designated as:

Coachella Landscaping and Lighting Maintenance Districts (the “Districts”)

The City formed the following forty (40) Districts:

TABLE I – 2022/2023 DISTRICT DESCRIPTIONS

| District Number | District Name | Number of Parcels | Formation Date |
|------------------|--|-------------------|----------------|
| 1 | Lewis Homes - Tract Nos. 14664-1, 14664-2, 14664, & 17892 | 127 | 9/16/1980 |
| 2 | Peacock Palms – Tract Nos. 14472 & 15976 | 130 | 6/16/1980 |
| 3 | Buena Vista Homes – Tract Nos. 14675, 18317, & 28074 | 181 | 9/16/1980 |
| 4 | Palm Desert Development – Tract Nos. 18632-1, 18632-2 & 18632 | 66 | 6/2/1987 |
| 5 ⁽¹⁾ | Palmeras Mobile Home Park – Tract No. 26370 | 122 | 7/17/1991 |
| 6 | Fiesta Homes – Tract Nos. 23911-1, 23911-2, & 23911 | 171 | 8/7/1991 |
| 7 | La Paz Homes I – Tract Nos. 26467-3, 26467-2, 26467-1, 26467, 26639-1, & 26639 | 161 | 8/7/1991 |
| 8 | La Ponderosa Homes – Tract Nos. 24299-1 & 24299 | 138 | 1/28/1994 |
| 9 | Coachella Valley Housing Coalition – Tract Nos. 23408-1, 23408-2, & 23408 | 32 | 5/4/1994 |
| 10 | Plaza Del Sol – Tract No. 26592 | 75 | 12/21/1994 |



| District Number | District Name | Number of Parcels | Formation Date |
|-------------------|---|-------------------|----------------|
| 11 | Loma Vista Homes I – Tract Nos. 22110-1 & 22110-2 | 105 | 8/2/1995 |
| 12 | La Paz Homes II – Tract Nos. 28374-1, 28374-2, 28374-3, & 28375 | 76 | 10/17/1996 |
| 13 | Baron-Ziraick – Tract Nos. 28443-1, 28443-2, & 28443 | 168 | 8/7/1999 |
| 14 | Pueblo De La Paz – Tract Nos. 29071-1, 29071-2, 29071-3, 29071-4, & 29071 | 90 | 6/14/2000 |
| 15 | Cachanillas – Tract No. 30020 | 48 | 5/28/2003 |
| 16 | Tierra Del Sol – Tract Nos. 30582, 30684-1, 30684-2, 30684-3, & 30684 | 554 | 8/20/2003 |
| 17 | Rancho Las Flores – Tract No. 30498-1 | 162 | 5/14/2003 |
| 18 | Bella Canto – Tract No. 30728 | 172 | 6/16/2003 |
| 19 | Paseo De Las Palmas – Tract Nos. 30354-1, 30354 | 126 | 7/9/2003 |
| 20 | Posada Del Valle – Tract Nos. 30621-1, 30621 | 81 | 8/20/2003 |
| 21 | Loma Vista II – Tract No. 22110 | 70 | 8/20/2003 |
| 22 | Rancho De La Fe – Tract No. 30889 | 118 | 11/10/2004 |
| 23 | La Colonia I – Tract No. 30871 | 119 | 11/10/2004 |
| 24 | La Paloma Estates – Tract Nos. 30910-1, 30910-2, 30910 | 291 | 4/13/2005 |
| 25 | Las Plumas – Tract No. 31376 | 87 | 6/8/2005 |
| 26 ⁽¹⁾ | La Colonia II – Tract Nos. 32074-1, 32074-2 & 32074 | 26 | 6/8/2005 |
| 27 | Rancho Mariposa – Tract No. 30831 | 112 | 8/1/2005 |
| 28 | La Morada – Tract No. 30830 | 171 | 8/1/2005 |
| 29 | Somerset – Tract Nos. 31664-1, 31664-2, 31664-3, & 31664 | 152 | 8/24/2005 |
| 30 | Navarra/Sundate I – Tract No. 31508 | 160 | 6/28/2006 |
| 31 | Los Jardines – Tract Nos. 31533-1, 31533-2, & 31533 | 265 | 11/9/2005 |



| District Number | District Name | Number of Parcels | Formation Date |
|-------------------|--|-------------------|----------------|
| 32 | Aventine – Tract Nos. 31551-1 & 31551 | 250 | 11/29/2006 |
| 33 | Vista Escondida – Tract No. 32264 | 282 | 2/8/2006 |
| 34 | Tierra Bonita – Tract No. 31158 | 115 | 2/8/2006 |
| 35 | Bellissima – Tract No. 31978 | 49 | 9/13/2006 |
| 36 | Valencia – Tract No. 31698 | 108 | 5/31/2006 |
| 37 ⁽²⁾ | Volk – Tract No. 31550 | 80 | 11/22/2006 |
| 38 | Rancho Cielo – Tract No. 31714 | 150 | 3/14/2006 |
| 39 | Pulte Sevilla - Tract No. 38084 | 1 | 3/23/2022 |
| 40 | Mariposa Pointe - Tract No. 32074, 32074-1 & 32074-2 | 165 | 4/27/2022 |

⁽¹⁾ District No. 5 dissolved March 2013 and District No. 26 dissolved June 2013.

⁽²⁾ District No. 37 tract map not recorded, therefore not developed and no levy as of Fiscal Year 2022/2023.

The Engineer’s Report (the “Report”) has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments for fiscal year 2022/2023.

This Report describes the District, the improvements, and the proposed assessments to be levied against properties in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for fiscal year 2022/2023. The annual assessments to be levied on properties within the District provide a funding source for the continued operation and maintenance of local landscape improvements installed in connection with the development of properties within the District. Each fiscal year, the City establishes the District’s assessments based on an estimate of the costs to maintain, operate and service the landscape improvements and based upon available revenues including fund balances, City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the District may include: the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of adequate funds for operational reserves or periodic expenditures including installments collected for long-term improvement projects. Each parcel is assessed proportionately for only those



improvements, services, and expenses for which the parcel will receive special benefit.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Riverside County Assessor’s Office. The Riverside County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

Following consideration of all public comments and written protests at a noticed public hearing, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council may order the levy and collection of assessments for fiscal year 2022/2023 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel in fiscal year 2022/2023.

B. COMPLIANCE WITH CURRENT LEGISLATION

On November 5, 1996, California voters approved Proposition 218 (The Right to Vote on Taxes Act) that established specific requirements for the ongoing imposition of taxes, assessments, and fees. The provisions of this proposition are now contained in the California Constitution as Articles XIIC and XIID. can be summarized in four general areas:

1. Strengthens the general and special tax provisions of Proposition 13 and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees, and charges.
3. Adds substantive and procedural requirements to assessments.
4. Adds substantive and procedural requirements to property-related.

The District assessments were presented to the property owners and approved through a protest ballot proceeding in compliance with the provisions of Proposition 218.

C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to the Districts, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.



- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County of Riverside (the "County") for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

II. PLANS AND SPECIFICATIONS

A. DISTRICTS OVERVIEW

The territory within the Districts consists of all lots or parcels of land within the City of Coachella. The purpose of the Districts is to provide in part through annual assessments, funding for the ongoing operation, maintenance, and servicing of landscaping, streetlighting, traffic signal improvements and related facilities and services in various areas throughout the City. Improvements that can be provided within the Districts generally include but are not limited to:

- Landscape improvements within the street medians and parkway side-panels, including parkways, slopes and entryways; and various non-street landscape areas including greenbelts, slopes, local trails, and open space areas within various landscape zones. These landscaped improvements and areas may include but are not limited to various combinations of trees; turf; ground cover; shrubs, plantings and other amenities including retaining walls, monuments, fencing, sidewalks, stamped concrete or pavers; irrigation and drainage systems; and related appurtenances.
- Local Lighting facilities on the public streets within the City. These lighting improvements may include but are not limited to streetlights located on the City's arterial streets, traffic signals located throughout the City and local streetlights within or adjacent to the various developments and subdivisions.



B. DESCRIPTION OF DISTRICTS

The Districts therein provide the continued maintenance, servicing, administration, and operation of various landscape improvements and associated appurtenant landscape structures located within the public rights-of-way and dedicated landscape easements associated with the various tracts and on individual parcels located within the Districts. Each tract or parcel is identified within a designated District with differing costs and benefits to the parcels within that District. The spreading of the improvement costs is based upon the total cost of the improvements within each District and is proportionately spread among all benefiting properties within the District based on either land use and acreage or number of parcels.

As of fiscal year, 2022/2023 the following are descriptions of the Districts therein:

- | | |
|-----------------------|--|
| District No. 1 | Lewis Homes - District No. 1 includes all parcels within tract numbers 14664-1, 14664-2, 14664, and 17892. The District is generally located north of Avenue 51 and west of Suncrest Street. |
| District No. 2 | Peacock Palms - District No. 2 includes all parcels within tract numbers 14472 and 15976. The District is generally located at the northeast corner of Avenue 50 and Frederick Street. |
| District No. 3 | Buena Vista Homes - District No. 3 includes all parcels within tract numbers 14675, 18317, and 28074. The District is generally located at the southwest corner of Avenue 49 and Frederick Street. |
| District No. 4 | Palm Desert Development - District No. 4 includes all parcels within tract numbers 18632-1, 18632-2, and 18632. The District is generally located north of Westerfield Way, east and west of Kenmore Street, Coronado Street and Balboa Street. |
| District No. 6 | Fiesta Homes - District No. 6 includes all parcels within tract numbers 23911-1, 23911-2, and 23911. The District is generally located at the southeast corner of Avenue 49 and Van Buren Street. |



- District No. 7** **La Paz Homes I** - District No. 7 includes all parcels within tract numbers 26467-1, 26467-2, 26467-3, 16467-4, 26467, 26639-1, and 26639. The District is generally located south of Avenue 53 and east and west of Calle La Paz and Calle Bonita.

- District No. 8** **La Ponderosa Homes** - District No. 8 includes all parcels within tract numbers 24299-1 and 24299. The District is generally located north of Avenue 52 and east and west of La Ponderosa Drive and La Hernandez Street.

- District No. 9** **Coachella Valley Housing Coalition** - District No. 9 includes all parcels within tract numbers 23408-1, 23408-2, and 23408. The District is generally located north of Calle Zamora, south of Calle Verde and east of Calle Techa.

- District No. 10** **Plaza Del Sol** - District No. 10 includes all parcels within tract number 26592, generally located east of Tyler Street and north and south of Calle Bougainvillea.

- District No. 11** **Loma Vista Homes I** - District No. 11 includes all parcels within tract numbers 22110-1 and 22110-2, generally located north of Avenue 51, east of Frederick Street and east and west of Avenida Adobe.

- District No. 12** **La Paz Homes II** - District No. 12 includes all parcels within tract numbers 28374-1, 28374-2, 28374-3, and 28375, generally located east of Frederick Street, north and south of Guitron Street.

- District No. 13** **Baron-Ziraick Investments** - District No. 13 includes all parcels within tract numbers 28443-1, 28443-2, and 28443, generally located southeast corner of Avenue 50 and Frederick Street.

- District No. 14** **Pueblo De La Paz** - District No. 14 includes all parcels within tract numbers 20971-1, 20972-2, 20971-3, 20971-4, and 20971, generally located southeast corner of Avenue 49 and Frederick Street.

- District No. 15** **Cachanillas** - District No. 15 includes all parcels within tract number 30020, generally located south of Avenue 53, east of Calle Empalme and west of Calle Avilla.



- District No. 16** **Tierra Del Sol** - District No. 16 includes all parcels within tract numbers 30582, 30684-1, 30684-2, 30684-3, and 30684, generally located south of Avenue 48, north of Avenue 49, east of Jackson Street, and west of Calhoun Street.
- District No. 17** **Rancho Las Flores** - District No. 17 includes all parcels within tract number 30498-1, generally located north of Avenue 49 and west of Frederick Street.
- District No. 18** **Bella Canto** - District No. 18 includes all parcels within tract number 30728, generally located at the northeast corner of Avenue 50 and Calhoun Street.
- District No. 19** **Paseo De Las Palmas** - District No. 19 includes all parcels within tract number 30354-1 and 30354, generally located north of Avenue 50 and west of Frederick Street.
- District No. 20** **Posada Del Valle** - District No. 20 includes all parcels within tract numbers 30621-1 and 30621, generally located west of Van Buren Street and south of Avenue 49.
- District No. 21** **Loma Vista II** - District No. 21 includes all parcels within tract number 22110, generally located northeast corner of Avenue 51 at Frederick Street.
- District No. 22** **Rancho De La Fe** - District No. 22 includes all parcels within tract number 30889, generally located south of Avenue 53 at Shady Lane.
- District No. 23** **La Colonia I** - District No. 23 includes all parcels within tract number 30871, generally located southwest corner of Avenue 50 and Calhoun Street.
- District No. 24** **La Paloma Estates** - District No. 24 includes all parcels within tract numbers 30910, 30910-1, & 30910-2, generally located east of Calhoun Street, between Avenue 48 and Avenue 49.
- District No. 25** **Las Plumas** - District No. 25 includes all parcels within tract number 31376, generally located west side of Calhoun Street between Avenue 49 and Avenue 50.
- District No. 27** **Rancho Mariposa** - District No. 27 includes all parcels within tract number 30831, generally located northwest corner Avenue 50 and Frederick Street.



- District No. 28** **La Morada** - District No. 28 includes all parcels within tract number 30830, generally located northwest corner of Avenue 50 and Van Buren Street.
- District No. 29** **Somerset** - District No. 29 includes all parcels within tract numbers 31664-1, 31664-2, 31664-3, and 31664, generally located northwest corner Avenue 54 and Frederick Street.
- District No. 30** **Navarra / Sundate I** - District No. 30 includes all parcels within tract number 31508, generally located southwest corner Avenue 52 and Frederick Street.
- District No. 31** **Los Jardines** - District No. 31 includes all parcels within tract numbers 31533, 31533-1, generally located northwest corner Avenue 53 and Tyler Street.
- District No. 32** **Aventine** - District No. 32 includes all parcels within tract numbers 31551-1 and 31551, generally located northwest corner of Avenue 51 and Van Buren Street.
- District No. 33** **Vista Escondida** - District No. 33 includes all parcels within tract number 32264, generally located on the north side of Avenue 53 and east of Shady Lane.
- District No. 34** **Tierra Bonita** - District No. 34 includes all parcels within tract number 31158, generally located on the northeast side of Avenue 53 and Frederick Street.
- District No. 35** **Bellisima** - District No. 35 includes all parcels within tract number 30978, generally located on the southeast corner of Avenue 53 and Frederick Street.
- District No. 36** **Valencia** - District No. 36 includes all parcels within tract number 31698, generally located on the southeast corner of Avenue 50 and Van Buren Street.
- District No. 37** **Volk** - District No. 37 includes all parcels within tract number 31550. The District is generally located on the east side of Van Buren and north of Avenue 54.
- District No. 38** **Rancho Cielo** - District No. 38 includes all parcels within tract number 31714. The District is generally located on the south of Avenue 52 and west of Grapefruit Boulevard.
- District No. 39** **Pulte Sevilla** – District No. 39 includes all parcels within tract number 38084. The District is generally located east of Van Buren Street and north of Avenue 51,



District No. 40

Mariposa Pointe – District No. 40 includes all parcels within tract 32074, 32074-1 and 32074-2. The District is generally located east of Calhoun Street, and generally south of Avenue 50.

C. DESCRIPTION OF DISTRICT IMPROVEMENTS

As authorized by the 1972 Act, the improvements provided by the Districts incorporate various landscaping or lighting improvements that are maintained and serviced for the benefit of real property within the Districts. The maintenance of the landscape improvements may also incorporate various appurtenances that may include but is not limited to entry monuments; various types of fencing; retaining walls; ornamental lighting or other ornamental fixtures; signage; and irrigation, drainage, and electrical equipment. In most cases, the various improvements associated with each District were either installed in direct connection with the development of properties within the Districts or were installed for the benefit of those properties as a result of property development or potential development of those properties and were considered necessary for the development of those properties to their full and best use. The work to be performed within each respective description may include, but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements and incidental expenses required to operate the Districts and provide the improvements and services for each District. Improvements per district are as follows:

District No. 1 – Lewis Homes

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 2 – Peacock Palms**

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 3 – Buena Vista Homes

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 4 – Palm Desert Development

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 6 – Fiesta Homes

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.



District No. 7 – La Paz Homes I

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 8 – La Ponderosa Homes

*Landscaping Excluded

The District includes all parcels within tract numbers 24299-1 and 24299, generally located north of Avenue 52 and east and west of La Ponderosa Drive and La Hernandez Street. The improvements include only street lighting within the tracts.

District No. 9 – Coachella Valley Housing Coalition

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 10 – Plaza Del Sol

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 11 – Loma Vista Homes I

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 12 – La Paz Homes II

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant



material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 13 – Baron-Ziraick Investments

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 14 – Pueblo De La Paz

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 15 – Cachanillas

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 16 – Tierra Del Sol

The improvements include 8 storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.



District No. 17 – Rancho Las Flores

The improvements include one storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 18 – Bella Canto

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 19 – Paseo De Las Palmas

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 20 – Posada Del Valle

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.



District No. 21 – Loma Vista II

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 22 – Rancho De La Fe

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 23 – La Colonia I

The improvements consist of two storm drainage retention basins, one open space lot, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 24 – La Paloma Estates

The improvements consist of four storm drainage retention basins, one open space lot, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other



incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 25 – Las Plumas

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 27 – Rancho Mariposa

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 28 – La Morada

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 29 – Somerset

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler



system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District No. 30 – Navarra / Sundate I

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District 31 – Los Jardines

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District 32 – Aventine

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District 33 – Vista Escondida**

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District 34 – Tierra Bonita

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District 35 – Bellisima

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District 36 – Valencia**

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District 37 – Volk (Tract Map Not Recorded, Not Developed)

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

District 38 – Rancho Cielo

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.



District 39 - Sevilla

Landscape improvements generally include, but is not limited to approximately: eighty-six thousand, eight hundred and thirty-six (86,836) square feet of ground covering and shrubs including ninety-three (93) irrigated drought-tolerant trees. Landscaping located on two (2) storm drainage detention basin lots, also on the north side of Avenue 51, including the entrance at Via Prado as well as the corners of Calle Perez and Calle Larriva. The street lighting improvements include providing energy to operate twenty-four (24) street lighting poles within Tract Map No. 38084.

District 40 - Mariposa Pointe

The District’s landscape improvements generally include but not limited to approximately: eighty four thousand seven hundred and five (84,705) square feet of ground covering and shrubs including one hundred nineteen (119) irrigated drought-tolerant 24” box trees and landscaping located on Avenue 50 and Calhoun Street, two (2) storm drainage detention basin lots, a pedestrian trail, and landscape improvements at the entryways on Avenue 50 and Calhoun Street. The street lighting improvements include but is not limited to approximately:

III. METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments reflect the composition of parcels within the Districts and the improvements and activities to be provided and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.



A. CALIFORNIA CONSTITUTION

The costs to operate and maintain the Districts improvements are identified and allocated to properties on the special benefits conferred. The improvements provided and for which properties within the Districts are to be assessed are identified as local improvements and related amenities that were installed in connection with the development of the properties and/or would otherwise be required for the development of properties within the Districts and consistent with the provisions of the 1972 Act. The assessments and method of apportionment described herein are based on the premise that these improvements would otherwise not have been installed and maintained by the County. The improvements were installed as part of the development or planned development of the parcels within the Districts and the level of maintenance required for the improvements is greater than what the County would otherwise install, maintain, and fund elsewhere in the County.

Article XIII D Section 2(d) defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.”

Article XIII D Section 2(i) defines special benefit as follows:

“Special benefit” means a particular and distinct benefit over, and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIII D Section 4(a) defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

B. BENEFIT ANALYSIS

The improvements provided within the Districts, for which properties will be assessed have been identified as necessary, desired and/or required for the orderly development of the properties within the Districts to their full potential, consistent with the development plans.

SPECIAL BENEFITS

The ongoing maintenance of landscaped areas within the Districts will provide aesthetic benefits to the properties and are intended to provide a more pleasant



environment to walk, drive, live, and work. The primary function of these improvements and related amenities is to serve as an aesthetically pleasing enhancement and open space area for the benefit of the immediate surrounding properties and development for which the improvements were constructed and installed, and/or were facilitated by the development or potential development of properties within the Districts. These improvements are an integral part of the physical environment associated with the parcels in the Districts and while these improvements may in part be visible to properties outside the Districts and/or occasionally accessed by the general public, if these improvements are not properly maintained, it is the parcels within the District that would be aesthetically burdened and/or impacted directly by potential environmental issues such as dust, debris, pests, water runoff, erosion, and fire hazards. Thus, the maintenance of these improvements provides advantages to the assessed properties that affect the assessed parcels in a way that is particular and distinct from their effect on other parcels and that real property in general and the public at large do not share.

Collectively these improvements, related amenities, and services which will be funded by the special benefit assessments, enhance the overall use, presentation, enjoyment, recreational access, and marketability of the properties, and ensure the long-term cost-efficiency of services that are obtained through the County provided maintenance (economy of scale).

GENERAL BENEFIT

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by the Districts assessments and the proximity and relationship to properties to be assessed, it is evident these improvements have been installed as part of the development of properties within the Districts or are improvements that would otherwise be shared by and/or required for development of those properties. Although the improvements are largely located on the north side of Avenue 51, including the entrance at Via Prado as well as the corners of Calle Perez and Calle Larriva of the development and may be visible and/or accessible to the general public, it is evident that the ongoing maintenance of these improvements are only necessary for the appearance and advantage of the properties within the Districts. It is also evident that these improvements were not required nor necessarily desired by any properties or developments outside of the Districts boundaries.

Ongoing maintenance of improvements are additionally located on the south side of Avenue 50, east side of Calhoun Street and Calle Frontera as well as the corner of Avenida San Domingo and Calle Xavier. It is evident that the ongoing maintenance of these improvements are only necessary for the appearance and advantage of the properties within the Districts. It is also evident that these improvements were not required nor necessarily desired by any properties or developments outside of the Districts boundaries.



In the absence of a special funding, these types of improvements would not have been installed by the developer per the City's conditions and the City's maintenance of these improvements would for the most part, be limited to weed abatement (fuel modification areas), rodent control, and erosion control services only. This basic or baseline level of service would typically provide for periodic servicing of the open space areas on an as-needed basis. This baseline level of service, would only provide a level of service that was necessary to ensure public safety, essential property protection and potential property damage. However, this baseline level of service results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular landscape maintenance that can be provided through the Districts assessments.

In addition to this baseline level of service, it is recognized that there are indirect or incidental benefits to properties within the Districts as well as the general public that are associated with regular landscape maintenance services, including minimization of dust and debris, and decreased potential water runoff from the open space areas.

It is also recognized that with the regular maintenance of the improvements, the effort and cost to monitor and address these more indirect issues are reduced to isolated areas and/or less frequent servicing, and these activities generally represent less than two percent (2%) of the overall maintenance costs. Therefore, conservatively, we estimate that the costs associated with these indirect and incidental benefits (General Benefit) do not exceed five percent (5%) of the combined annual expenses for General Maintenance identified in the annual maintenance budget contained in "Part IV –Districts Budget" of this Report.

C. ASSESSMENT METHODOLOGY

To assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded improvements and service. The Equivalent Benefit Unit (EBU) method of assessment apportionment is utilized for the Districts and establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of that basic unit. The EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for assessment districts, as the benefit to each parcel from the improvements are apportioned as a function of comparable property characteristics which may include but is not limited to land use and property size.

Pursuant to the 1972 Act, the costs of the Districts may be apportioned by any formula or method that fairly distributes the net amount to be assessed, among all assessable parcels in proportion to the estimated benefits to be received by each parcel from the improvements. The benefit formula used for the Districts should reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on special benefit to each parcel.



EBU APPLICATION

Single Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure and the improvements and services associated with the parcel has been accepted or will be accepted by the City for maintenance in the fiscal year. This land use is assessed 1.0 EBU per lot or parcel.

Planned -Residential Development — This land use is defined as any property that specific number of proposed single-family residential lots has been approved for development (not fully subdivided). This land use type shall be assigned 1.0 EBU per lot at build-out.

Vacant — is defined as property that has been identified as parcels with no development but have development potential. Although it is recognized that the improvements provided within the Districts were primarily constructed and installed as the result of property development, it is also recognized that the majority of these improvements were constructed in part to support the overall development of properties within the District and/or Development to their full and best use, including vacant undeveloped properties.

ASSESSMENT CALCULATIONS

The benefit formula applied to parcels within each District is based on the preceding Equivalent Benefit Unit (EBU) discussion. Each parcel's EBU correlates the parcel's special benefit received as compared to all other parcels benefiting from the improvements. The following formula is used to calculate each parcel's EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Units} = \text{Parcel EBU}$$

For each District, the total number of Equivalent Benefit Units (EBU's) for the fiscal year equals the sum of all individual EBU's applied to parcels in that District. An assessment amount per EBU (Rate) for the improvements is established by taking the total cost of the improvements (amount budgeted) and dividing that amount by the total number of EBU's of all parcels to be assessed. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for the improvements.

$$\text{Total Balance to Levy (for the District)} / \text{Total EBU (to be assessed)} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$



D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIII C and XIII D), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (the Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the Districts costs and assessments. As part of the Districts formation, balloting of property owners is required pursuant to the Article XIII D Section 4. The property owner ballots include an Assessment to be approved, as well as the approval of an assessment range formula.

District No.'s 1 through 4, and 6 through 11, and 38 – Assessment rates do not increase and will remain the same from FY 2021/2022.

District No.'s 12 through 16, 17 through 29, 33, 34, and 36 – The maximum assessment rate may increase by the percentage increase of the Consumer Price Index ("CPI") or three percent (3%). The CPI used shall be as determined by the Bureau of Labor Statistics for a similar period of time.

Each Fiscal Year, the Engineer shall compute the percentage difference between the CPI. By approval of the City Council, the assessment rate that may be levied for each EBU may be increased in each year in accordance with the U.S. Bureau of Labor Statistics Data, All Urban Consumers, Riverside-San Bernardino-Ontario CPI index. Such assessment adjustments shall not be considered an increased in assessment. A proposed assessment that exceeds the adjusted assessment rate will require property owner balloting approval before the increase may be imposed. For Fiscal Year 2022/2023, the change in the Annual CPI for the All Urban Consumers, Riverside-San Bernardino-Ontario CPI index is 8.59% therefore the assessment rate will be adjusted by 8.59%.

District No.'s 39 and 40 – Commencing in Fiscal Year 2023/2024 the maximum assessment rate may increase by the greater of three percent (3%) or the annual percent increase of the Consumer Price Index ("CPI") determined by the Bureau of Labor Statistics.

If the proposed assessment (levy per unit or rate) for the current fiscal year is less than or equal to, the prior year's maximum assessment rate plus the adjustments described in the following, then the proposed assessment is not considered an



increased assessment. The purpose of establishing an assessment range formula is to provide for reasonable inflationary adjustment to the assessment amounts without requiring costly noticing, balloting and mailing procedures, which would be added to the Districts costs and assessments.

The Maximum Assessment is adjusted annually and is calculated independent of the annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

IV. DISTRICT BUDGETS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements, including incidental expenses.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the Districts are the total cost of maintenance, and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.



TABLE II – 2022/2023 DISTRICT BUDGETS

| Levy Components | City of Coachella | | | | | |
|--|-----------------------|----------------------|----------------------|----------------------|--------------------|-----------------------|
| | Total Budget | LLMD 1 | LLMD 2 | LLMD 3 | LLMD 4 | LLMD 6 |
| DIRECT COSTS | | | | | | |
| Landscape Maintenance Contract | \$1,194,802.00 | \$9,846.00 | \$6,402.00 | \$4,424.00 | \$3,352.00 | \$9,028.00 |
| Streetlight Utilities | 121,966.00 | 1,400.00 | 2,790.00 | 2,800.00 | 800.00 | 4,700.00 |
| Landscape Utilities | 199,082.76 | 2,220.00 | 0.00 | 1,400.00 | 400.00 | 0.00 |
| Repair and Maintenance | 626,410.00 | 420.00 | 0.00 | 290.00 | 200.00 | 0.00 |
| Storm Drainage Maintenance | 124,422.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Direct Costs | \$2,266,682.76 | \$13,886.00 | \$9,192.00 | \$8,914.00 | \$4,752.00 | \$13,728.00 |
| ADMINISTRATION COSTS | | | | | | |
| Levy Administration and Professional Services | \$17,500.00 | \$107.21 | \$70.97 | \$68.82 | \$36.69 | \$105.99 |
| County Collection Fee | 3,905.09 | 103.87 | 104.17 | 109.27 | 97.77 | 108.27 |
| City Overhead and Administration | 498,972.18 | 3,394.08 | 2,199.55 | 2,118.16 | 1,151.84 | 3,267.42 |
| Total Administration Costs | \$520,377.27 | \$3,605.16 | \$2,374.69 | \$2,296.25 | \$1,286.30 | \$3,481.68 |
| COLLECTIONS/(CREDITS) APPLIED TO LEVY | | | | | | |
| TOTAL DIRECT AND ADMIN COSTS | \$2,787,060.03 | \$17,491.16 | \$11,566.69 | \$11,210.25 | \$6,038.30 | \$17,209.68 |
| Reserve Collection/(Transfer) | (\$513,885.71) | (\$3,571.96) | (\$3,797.89) | \$6,057.15 | \$193.42 | \$19,432.20 |
| Capital Improvement Fund Collection General Area & Storm Drainage/(Transfer) | 1,273.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Benefit Contribution | (4,288.90) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Fund/Other Revenue (Contributions) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Collections/(Credits) | (\$516,881.59) | (\$3,571.96) | (\$3,797.89) | \$6,057.15 | \$193.42 | \$19,432.20 |
| Balance to Levy (Budgeted) | \$2,270,178.45 | \$13,919.20 | \$7,768.80 | \$17,267.40 | \$6,231.72 | \$36,641.88 |
| Applied to Levy (Rounded) | \$2,270,247.61 | \$13,919.20 | \$7,768.80 | \$17,267.40 | \$6,231.72 | \$36,641.88 |
| DISTRICT STATISTICS | | | | | | |
| Total Parcels | 5,328 | 127 | 130 | 181 | 66 | 171 |
| Total Parcels Levied | 5,318 | 127 | 130 | 181 | 66 | 171 |
| Total Equivalent Benefit Units | 5,424 | 127.00 | 130.00 | 181.00 | 66.00 | 171.00 |
| Assessment Rate per Benefit Unit | | \$109.60 | \$59.76 | \$95.40 | \$94.42 | \$214.28 |
| Prior Year Rate Applied Rate | | \$109.60 | \$59.76 | \$95.40 | \$94.42 | \$214.28 |
| Maximum Rate per Benefit Unit (Prior Fiscal Year) | | \$109.61 | \$59.76 | \$95.40 | \$94.42 | \$214.29 |
| Maximum Rate per Benefit Unit (Current Fiscal Year) | | \$109.61 | \$59.76 | \$95.40 | \$94.42 | \$214.28 |
| Inflationary Factor Applied to Maximum Rate | | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| FUND BALANCE INFORMATION | | | | | | |
| Estimated Beginning Fund Balance | \$2,338,616.98 | (\$49,330.68) | (\$14,855.29) | (\$56,631.40) | \$13,066.42 | (\$221,101.90) |
| Reserve Fund Adjustments | (513,885.71) | (3,571.96) | (3,797.89) | 6,057.15 | 193.42 | 19,432.20 |
| Capital Improvement Adjustments | (1,748,726.97) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Estimated Ending Fund Balance | \$76,024.29 | (\$52,902.64) | (\$18,653.18) | (\$50,574.25) | \$13,259.84 | (\$201,669.70) |



| Levy Components | LLMD 7 | LLMD 8 | LLMD 9 | LLMD 10 | LLMD 11 | LLMD 12 |
|--|----------------------|----------------------|----------------------|----------------------|--------------------|---------------------|
| DIRECT COSTS | | | | | | |
| Landscape Maintenance Contract | \$5,884.00 | \$0.00 | \$6,688.00 | \$3,000.00 | \$3,894.00 | \$6,002.00 |
| Streetlight Utilities | 3,160.00 | 0.00 | 850.00 | 1,200.00 | 1,200.00 | 1,155.00 |
| Landscape Utilities | 1,300.00 | 0.00 | 500.00 | 0.00 | 620.00 | 700.00 |
| Repair and Maintenance | 3,000.00 | 0.00 | 200.00 | 0.00 | 2,000.00 | 5,000.00 |
| Storm Drainage Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Direct Costs | \$13,344.00 | \$0.00 | \$8,238.00 | \$4,200.00 | \$7,714.00 | \$12,857.00 |
| ADMINISTRATION COSTS | | | | | | |
| Levy Administration and Professional Services | \$103.02 | \$0.00 | \$63.60 | \$32.43 | \$59.56 | \$99.26 |
| County Collection Fee | 107.27 | 104.97 | 94.37 | 98.67 | 101.67 | 98.77 |
| City Overhead and Administration | 2,519.70 | 114.69 | 1,965.94 | 587.00 | 1,850.00 | 1,850.00 |
| Total Administration Costs | \$2,729.99 | \$219.66 | \$2,123.91 | \$718.10 | \$2,011.23 | \$2,048.03 |
| COLLECTIONS/(CREDITS) APPLIED TO LEVY | | | | | | |
| TOTAL DIRECT AND ADMIN COSTS | \$16,073.99 | \$219.66 | \$10,361.91 | \$4,918.10 | \$9,725.23 | \$14,905.03 |
| Reserve Collection/(Transfer) | \$8,542.91 | \$3,266.22 | (\$4,716.47) | \$1,221.40 | (\$825.43) | (\$1,328.58) |
| Capital Improvement Fund Collection General Area & Storm Drainage/(Transfer) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Benefit Contribution | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Fund/Other Revenue (Contributions) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Collections/(Credits) | \$8,542.91 | \$3,266.22 | (\$4,716.47) | \$1,221.40 | (\$825.43) | (\$1,328.58) |
| Balance to Levy (Budgeted) | \$24,616.90 | \$3,485.88 | \$5,645.44 | \$6,139.50 | \$8,899.80 | \$13,576.45 |
| Applied to Levy (Rounded) | \$24,616.90 | \$3,485.88 | \$5,645.44 | \$6,139.50 | \$8,899.80 | \$13,576.45 |
| DISTRICT STATISTICS | | | | | | |
| Total Parcels | 161 | 138 | 32 | 75 | 105 | 76 |
| Total Parcels Levied | 161 | 138 | 32 | 75 | 105 | 76 |
| Total Equivalent Benefit Units | 161.00 | 138.00 | 32.00 | 75.00 | 105.00 | 76.00 |
| Assessment Rate per Benefit Unit | \$152.90 | \$25.26 | \$176.42 | \$81.86 | \$84.76 | \$178.64 |
| Prior Year Rate Applied Rate | \$152.90 | \$25.26 | \$176.42 | \$81.86 | \$84.76 | \$175.00 |
| Maximum Rate per Benefit Unit (Prior Fiscal Year) | \$152.90 | \$25.27 | \$176.42 | \$81.86 | \$84.76 | \$213.99 |
| Maximum Rate per Benefit Unit (Current Fiscal Year) | \$152.90 | \$25.27 | \$176.42 | \$81.86 | \$84.76 | \$232.38 |
| Inflationary Factor Applied to Maximum Rate | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 8.59% |
| FUND BALANCE INFORMATION | | | | | | |
| Estimated Beginning Fund Balance | (\$84,257.89) | (\$22,676.56) | (\$58,036.52) | (\$72,367.37) | \$34,197.90 | \$76,910.12 |
| Reserve Fund Adjustments | 8,542.91 | 3,266.22 | (4,716.47) | 1,221.40 | (825.43) | (1,328.58) |
| Capital Improvement Adjustments | 0.00 | 0.00 | 0.00 | (25,000.00) | 0.00 | 0.00 |
| Estimated Ending Fund Balance | (\$75,714.98) | (\$19,410.34) | (\$62,752.99) | (\$96,145.97) | \$33,372.47 | \$75,581.54 |



| Levy Components | LLMD 13 | LLMD 14 | LLMD 15 | LLMD 16 | LLMD 17 | LLMD 18 |
|--|--------------------|--------------------|--------------------|-----------------------|----------------------|-----------------------|
| DIRECT COSTS | | | | | | |
| Landscape Maintenance Contract | \$24,578.00 | \$7,224.00 | \$7,056.00 | \$300,000.00 | \$49,896.00 | \$33,036.00 |
| Streetlight Utilities | 3,990.00 | 2,415.00 | 1,175.00 | 12,000.00 | 3,360.00 | 6,300.00 |
| Landscape Utilities | 2,040.00 | 3,200.00 | 6,200.00 | 40,000.00 | 13,820.00 | 5,000.00 |
| Repair and Maintenance | 2,000.00 | 2,000.00 | 2,000.00 | 130,000.00 | 32,000.00 | 500.00 |
| Storm Drainage Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 4,500.00 |
| Total Direct Costs | \$32,608.00 | \$14,839.00 | \$16,431.00 | \$482,000.00 | \$105,076.00 | \$49,336.00 |
| ADMINISTRATION COSTS | | | | | | |
| Levy Administration and Professional Services | \$251.75 | \$114.56 | \$126.86 | \$3,721.30 | \$811.24 | \$380.90 |
| County Collection Fee | 107.97 | 100.17 | 95.97 | 146.57 | 107.37 | 108.37 |
| City Overhead and Administration | 7,695.00 | 3,520.00 | 3,889.00 | 76,389.00 | 26,161.00 | 11,619.00 |
| Total Administration Costs | \$8,054.72 | \$3,734.73 | \$4,111.83 | \$80,266.87 | \$27,079.61 | \$12,108.27 |
| COLLECTIONS/(CREDITS) APPLIED TO LEVY | | | | | | |
| TOTAL DIRECT AND ADMIN COSTS | \$40,662.72 | \$18,573.73 | \$20,542.83 | \$662,266.87 | \$132,155.61 | \$61,444.27 |
| Reserve Collection/(Transfer) | \$22,047.58 | \$15,579.47 | \$5,377.17 | (\$271,406.87) | (\$55,205.61) | \$47,397.59 |
| Capital Improvement Fund Collection General Area & Storm Drainage/(Transfer) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Benefit Contribution | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Fund/Other Revenue (Contributions) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Collections/(Credits) | \$22,047.58 | \$15,579.47 | \$5,377.17 | (\$271,406.87) | (\$55,205.61) | \$47,397.59 |
| Balance to Levy (Budgeted) | \$62,710.30 | \$34,153.20 | \$25,920.00 | \$290,850.00 | \$76,950.00 | \$108,841.86 |
| Applied to Levy (Rounded) | \$62,710.30 | \$34,153.20 | \$25,920.00 | \$290,850.00 | \$76,950.00 | \$108,841.86 |
| DISTRICT STATISTICS | | | | | | |
| Total Parcels | 168 | 90 | 48 | 554 | 162 | 172 |
| Total Parcels Levied | 168 | 90 | 48 | 554 | 162 | 172 |
| Total Equivalent Benefit Units | 168.00 | 90.00 | 48.00 | 554.00 | 162.00 | 172.00 |
| Assessment Rate per Benefit Unit | \$373.28 | \$379.48 | \$540.00 | \$525.00 | \$475.00 | \$632.80 |
| Prior Year Rate Applied Rate | \$343.74 | \$349.46 | \$540.00 | \$825.00 | \$475.00 | \$582.74 |
| Maximum Rate per Benefit Unit (Prior Fiscal Year) | \$343.74 | \$349.46 | \$566.71 | \$1,004.34 | \$584.28 | \$582.74 |
| Maximum Rate per Benefit Unit (Current Fiscal Year) | \$373.28 | \$379.49 | \$615.40 | \$1,090.64 | \$634.48 | \$632.81 |
| Inflationary Factor Applied to Maximum Rate | 8.59% | 8.59% | 8.59% | 8.59% | 8.59% | 8.59% |
| FUND BALANCE INFORMATION | | | | | | |
| Estimated Beginning Fund Balance | \$100,294.78 | \$25,905.30 | \$45,960.88 | \$1,323,533.52 | \$189,258.54 | (\$149,117.63) |
| Reserve Fund Adjustments | 22,047.58 | 15,579.47 | 5,377.17 | (271,406.87) | (55,205.61) | 47,397.59 |
| Capital Improvement Adjustments | (120,000.00) | (30,000.00) | 0.00 | (750,000.00) | 0.00 | 0.00 |
| Estimated Ending Fund Balance | \$2,342.36 | \$11,484.77 | \$51,338.05 | \$302,126.65 | \$134,052.93 | (\$101,720.04) |



| Levy Components | LLMD 19 | LLMD 20 | LLMD 21 | LLMD 22 | LLMD 23 | LLMD 24 |
|--|----------------------|----------------------|-----------------------|----------------------|-----------------------|-----------------------|
| DIRECT COSTS | | | | | | |
| Landscape Maintenance Contract | \$23,478.00 | \$29,238.00 | \$11,130.00 | \$29,844.00 | \$17,799.00 | \$163,244.00 |
| Streetlight Utilities | 2,205.00 | 2,100.00 | 1,420.00 | 2,700.00 | 4,500.00 | 8,000.00 |
| Landscape Utilities | 2,000.00 | 8,300.00 | 610.00 | 6,000.00 | 8,000.00 | 20,000.00 |
| Repair and Maintenance | 20,000.00 | 16,000.00 | 10,000.00 | 23,000.00 | 500.00 | 7,000.00 |
| Storm Drainage Maintenance | 0.00 | 4,000.00 | 0.00 | 12,000.00 | 2,000.00 | 8,000.00 |
| Total Direct Costs | \$47,683.00 | \$59,638.00 | \$23,160.00 | \$73,544.00 | \$32,799.00 | \$206,244.00 |
| ADMINISTRATION COSTS | | | | | | |
| Levy Administration and Professional Services | \$368.14 | \$460.44 | \$178.81 | \$567.80 | \$253.23 | \$1,582.31 |
| County Collection Fee | 103.77 | 99.27 | 98.17 | 102.97 | 103.07 | 120.27 |
| City Overhead and Administration | 11,227.00 | 14,026.00 | 14,672.00 | 17,292.00 | 7,735.00 | 48,433.00 |
| Total Administration Costs | \$11,698.91 | \$14,585.71 | \$14,948.98 | \$17,962.77 | \$8,091.30 | \$50,145.58 |
| COLLECTIONS/(CREDITS)/APPLIED TO LEVY | | | | | | |
| TOTAL DIRECT AND ADMIN COSTS | \$59,381.91 | \$74,223.71 | \$38,108.98 | \$91,506.77 | \$40,890.30 | \$256,389.58 |
| Reserve Collection/(Transfer) | (\$12,403.92) | (\$23,598.71) | (\$27,163.56) | (\$41,356.77) | \$33,049.75 | (\$31,347.37) |
| Capital Improvement Fund Collection General Area & Storm Drainage/(Transfer) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Benefit Contribution | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Fund/Other Revenue (Contributions) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Collections/(Credits) | (\$12,403.92) | (\$23,598.71) | (\$27,163.56) | (\$41,356.77) | \$33,049.75 | (\$31,347.37) |
| Balance to Levy (Budgeted) | \$46,977.99 | \$50,625.00 | \$10,945.42 | \$50,150.00 | \$73,940.05 | \$225,042.21 |
| Applied to Levy (Rounded) | \$46,977.99 | \$50,625.00 | \$10,945.42 | \$50,150.00 | \$73,940.05 | \$225,042.21 |
| DISTRICT STATISTICS | | | | | | |
| Total Parcels | 126 | 81 | 70 | 118 | 119 | 291 |
| Total Parcels Levied | 126 | 81 | 70 | 118 | 119 | 291 |
| Total Equivalent Benefit Units | 126.00 | 81.00 | 70.00 | 118.00 | 119.00 | 291.00 |
| Assessment Rate per Benefit Unit | \$372.84 | \$625.00 | \$156.36 | \$425.00 | \$621.34 | \$773.34 |
| Prior Year Rate Applied Rate | \$343.34 | \$550.00 | \$144.00 | \$350.00 | \$572.18 | \$712.15 |
| Maximum Rate per Benefit Unit (Prior Fiscal Year) | \$343.34 | \$619.81 | \$144.00 | \$588.49 | \$572.19 | \$712.15 |
| Maximum Rate per Benefit Unit (Current Fiscal Year) | \$372.84 | \$673.07 | \$156.37 | \$639.06 | \$621.35 | \$773.34 |
| Inflationary Factor Applied to Maximum Rate | 8.59% | 8.59% | 8.59% | 8.59% | 8.59% | 8.59% |
| FUND BALANCE INFORMATION | | | | | | |
| Estimated Beginning Fund Balance | \$56,566.84 | \$167,068.22 | (\$87,858.14) | \$205,029.11 | (\$342,513.65) | (\$557,695.45) |
| Reserve Fund Adjustments | (12,403.92) | (23,598.71) | (27,163.56) | (41,356.77) | 33,049.75 | (31,347.37) |
| Capital Improvement Adjustments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Estimated Ending Fund Balance | \$44,162.92 | \$143,469.51 | (\$115,021.70) | \$163,672.34 | (\$309,463.90) | (\$589,042.82) |



| Levy Components | LLMD 25 | LLMD 27 | LLMD 28 | LLMD 29 | LLMD 30 | LLMD 31 | LLMD 32 |
|--|----------------------|-----------------------|--------------------|----------------------|----------------------|----------------------|----------------------|
| DIRECT COSTS | | | | | | | |
| Landscape Maintenance Contract | \$28,514.00 | \$16,104.00 | \$23,348.00 | \$47,308.00 | \$40,270.00 | \$46,410.00 | \$59,364.00 |
| Streetlight Utilities | 2,600.00 | 2,300.00 | 3,900.00 | 5,300.00 | 3,900.00 | 4,000.00 | 5,300.00 |
| Landscape Utilities | 3,700.00 | 1,100.00 | 10,400.00 | 2,400.00 | 7,200.00 | 5,300.00 | 4,400.00 |
| Repair and Maintenance | 13,800.00 | 3,000.00 | 2,000.00 | 22,000.00 | 35,500.00 | 35,100.00 | 24,400.00 |
| Storm Drainage Maintenance | 6,200.00 | 5,750.00 | 5,080.00 | 8,000.00 | 4,500.00 | 9,900.00 | 5,600.00 |
| Total Direct Costs | \$54,814.00 | \$28,254.00 | \$44,728.00 | \$85,008.00 | \$91,370.00 | \$100,710.00 | \$99,064.00 |
| ADMINISTRATION COSTS | | | | | | | |
| Levy Administration and Professional Services | \$423.19 | \$218.14 | \$345.32 | \$656.31 | \$705.43 | \$777.53 | \$764.83 |
| County Collection Fee | 99.87 | 102.37 | 108.27 | 106.37 | 107.17 | 117.67 | 116.17 |
| City Overhead and Administration | 12,895.00 | 6,669.00 | 10,538.00 | 19,984.00 | 21,477.00 | 23,678.00 | 23,290.00 |
| Total Administration Costs | \$13,418.06 | \$6,989.51 | \$10,991.59 | \$20,746.68 | \$22,289.60 | \$24,573.20 | \$24,171.00 |
| COLLECTIONS/(CREDITS) APPLIED TO LEVY | | | | | | | |
| TOTAL DIRECT AND ADMIN COSTS | \$68,232.06 | \$35,243.51 | \$55,719.59 | \$105,754.68 | \$113,659.60 | \$125,283.20 | \$123,235.00 |
| Reserve Collection/(Transfer) | (\$16,032.06) | \$23,556.49 | \$34,055.41 | (\$44,954.68) | (\$61,659.60) | (\$19,283.20) | (\$10,735.00) |
| Capital Improvement Fund Collection General Area & Storm Drainage/(Transfer) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Benefit Contribution | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| General Fund/Other Revenue (Contributions) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Collections/(Credits) | (\$16,032.06) | \$23,556.49 | \$34,055.41 | (\$44,954.68) | (\$61,659.60) | (\$19,283.20) | (\$10,735.00) |
| Balance to Levy (Budgeted) | \$52,200.00 | \$58,800.00 | \$89,775.00 | \$60,800.00 | \$52,000.00 | \$106,000.00 | \$112,500.00 |
| Applied to Levy (Rounded) | \$52,200.00 | \$58,800.00 | \$89,775.00 | \$60,800.00 | \$52,000.00 | \$106,000.00 | \$112,500.00 |
| DISTRICT STATISTICS | | | | | | | |
| Total Parcels | 87 | 112 | 171 | 152 | 160 | 265 | 250 |
| Total Parcels Levied | 87 | 112 | 171 | 152 | 160 | 265 | 250 |
| Total Equivalent Benefit Units | 87.00 | 112.00 | 171.00 | 152.00 | 160.00 | 265.00 | 250.00 |
| Assessment Rate per Benefit Unit | \$600.00 | \$525.00 | \$525.00 | \$400.00 | \$325.00 | \$400.00 | \$450.00 |
| Prior Year Rate Applied Rate | \$525.00 | \$525.00 | \$525.00 | \$325.00 | \$250.00 | \$325.00 | \$450.00 |
| Maximum Rate per Benefit Unit (Prior Fiscal Year) | \$555.83 | \$637.05 | \$622.39 | \$472.26 | \$501.47 | \$907.37 | \$501.65 |
| Maximum Rate per Benefit Unit (Current Fiscal Year) | \$603.59 | \$691.79 | \$675.87 | \$512.84 | \$544.56 | \$985.34 | \$544.75 |
| Inflationary Factor Applied to Maximum Rate | 8.59% | 8.59% | 8.59% | 8.59% | 8.59% | 8.59% | 8.59% |
| FUND BALANCE INFORMATION | | | | | | | |
| Estimated Beginning Fund Balance | \$186,892.97 | (\$342,576.70) | (\$7,968.95) | \$245,471.99 | \$343,701.91 | \$470,699.76 | \$222,802.02 |
| Reserve Fund Adjustments | (16,032.06) | 23,556.49 | 34,055.41 | (44,954.68) | (61,659.60) | (19,283.20) | (10,735.00) |
| Capital Improvement Adjustments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (250,000.00) | (75,000.00) |
| Estimated Ending Fund Balance | \$170,860.91 | (\$319,020.21) | \$26,086.46 | \$200,517.31 | \$282,042.31 | \$201,416.56 | \$137,067.02 |



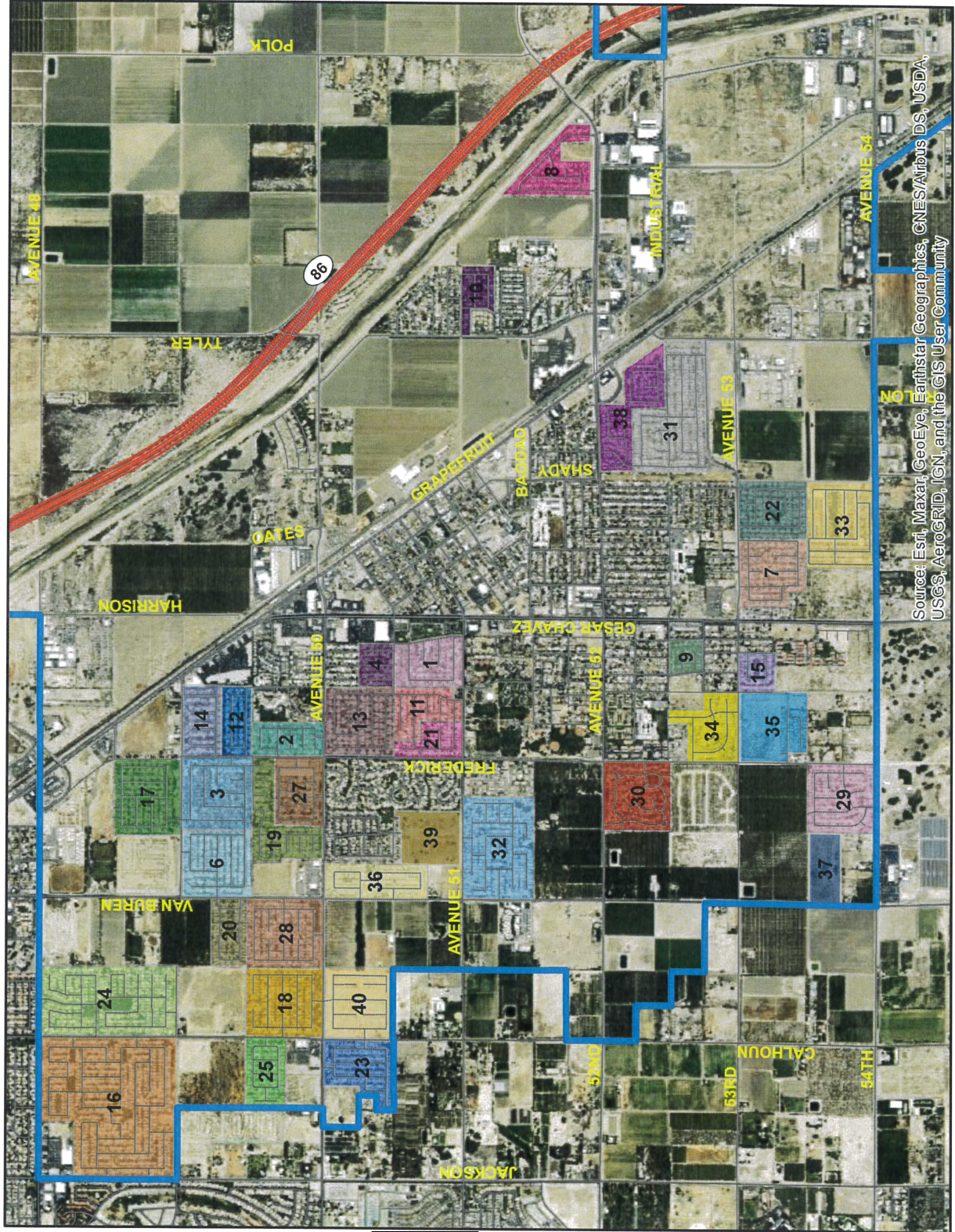
| Levy Components | LLMD 33 | LLMD 34 | LLMD 35 | LLMD 36 | LLMD 38 | LLMD 39 | LLMD 40 |
|--|-----------------------|-----------------------|---------------------|----------------------|---------------------|--------------------|--------------------|
| DIRECT COSTS | | | | | | | |
| Landscape Maintenance Contract | \$65,000.00 | \$7,150.00 | \$12,208.00 | \$33,704.00 | \$21,924.00 | \$7,266.00 | \$31,189.00 |
| Streetlight Utilities | 2,500.00 | 2,800.00 | 3,500.00 | 3,100.00 | 3,600.00 | 4,000.00 | 4,946.00 |
| Landscape Utilities | 22,000.00 | 2,800.00 | 1,600.00 | 3,300.00 | 3,200.00 | 4,514.76 | 4,858.00 |
| Repair and Maintenance | 200,000.00 | 4,500.00 | 5,000.00 | 15,000.00 | 10,000.00 | 0.00 | 0.00 |
| Storm Drainage Maintenance | 7,300.00 | 3,850.00 | 5,000.00 | 4,100.00 | 8,200.00 | 10,442.00 | 4,000.00 |
| Total Direct Costs | \$296,800.00 | \$21,100.00 | \$27,308.00 | \$59,204.00 | \$46,924.00 | \$26,222.76 | \$44,993.00 |
| ADMINISTRATION COSTS | | | | | | | |
| Levy Administration and Professional Services | \$2,291.45 | \$162.90 | \$210.83 | \$457.09 | \$362.28 | \$202.45 | \$347.37 |
| County Collection Fee | 119.37 | 102.67 | 96.07 | 101.97 | 106.17 | 91.27 | 106.67 |
| City Overhead and Administration | 65,584.00 | 3,851.00 | 6,441.00 | 13,927.00 | 10,723.00 | 6,631.80 | 9,607.00 |
| Total Administration Costs | \$67,994.82 | \$4,116.57 | \$6,747.90 | \$14,486.06 | \$11,191.45 | \$6,925.52 | \$10,061.04 |
| COLLECTIONS/(CREDITS) APPLIED TO LEVY | | | | | | | |
| TOTAL DIRECT AND ADMIN COSTS | \$364,794.82 | \$25,216.57 | \$34,055.90 | \$73,690.06 | \$58,115.45 | \$33,148.28 | \$55,054.04 |
| Reserve Collection/(Transfer) | (\$174,444.82) | \$38,033.43 | (\$2,205.90) | (\$25,630.06) | \$24,384.55 | \$13,111.00 | \$22,497.00 |
| Capital Improvement Fund Collection General Area & Storm Drainage/(Transfer) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 684.03 | 589.00 |
| General Benefit Contribution | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (2,170.90) | (2,118.00) |
| General Fund/Other Revenue (Contributions) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Collections/(Credits) | (\$174,444.82) | \$38,033.43 | (\$2,205.90) | (\$25,630.06) | \$24,384.55 | \$11,624.13 | \$20,968.00 |
| Balance to Levy (Budgeted) | \$190,350.00 | \$63,250.00 | \$31,850.00 | \$48,060.00 | \$82,500.00 | \$44,772.41 | \$76,022.04 |
| Applied to Levy (Rounded) | \$190,350.00 | \$63,250.00 | \$31,850.00 | \$48,060.00 | \$82,500.00 | \$44,833.00 | \$76,030.60 |
| DISTRICT STATISTICS | | | | | | | |
| Total Parcels | 282 | 115 | 49 | 108 | 150 | 1 | 165 |
| Total Parcels Levied | 282 | 115 | 49 | 108 | 150 | 1 | 155 |
| Total Equivalent Benefit Units | 282.00 | 115.00 | 49.00 | 108.00 | 150.00 | 107.00 | 155.00 |
| Assessment Rate per Benefit Unit | \$675.00 | \$550.00 | \$650.00 | \$445.00 | \$550.00 | \$419.00 | \$490.52 |
| Prior Year Rate Applied Rate | \$600.00 | \$475.00 | \$575.00 | \$370.00 | \$550.00 | \$0.00 | \$0.00 |
| Maximum Rate per Benefit Unit (Prior Fiscal Year) | \$667.16 | \$593.72 | \$793.02 | \$561.61 | \$636.74 | \$0.00 | \$0.00 |
| Maximum Rate per Benefit Unit (Current Fiscal Year) | \$724.49 | \$644.73 | \$861.16 | \$609.87 | \$636.74 | \$419.00 | \$490.52 |
| Inflationary Factor Applied to Maximum Rate | 8.59% | 8.59% | 8.59% | 8.59% | 0.00% | N/A | N/A |
| FUND BALANCE INFORMATION | | | | | | | |
| Estimated Beginning Fund Balance | \$705,774.31 | (\$308,087.58) | \$6,171.97 | \$159,459.77 | \$134,926.34 | \$0.00 | \$0.00 |
| Reserve Fund Adjustments | (174,444.82) | 38,033.43 | (2,205.90) | (25,630.06) | 24,384.55 | 13,111.00 | 22,497.00 |
| Capital Improvement Adjustments | (500,000.00) | 0.00 | 0.00 | 0.00 | 0.00 | 684.03 | 589.00 |
| Estimated Ending Fund Balance | \$31,329.49 | (\$270,054.15) | \$3,966.07 | \$133,829.71 | \$159,310.89 | \$13,795.03 | \$23,086.00 |



APPENDIX A – DISTRICT ASSESSMENT DIAGRAMS

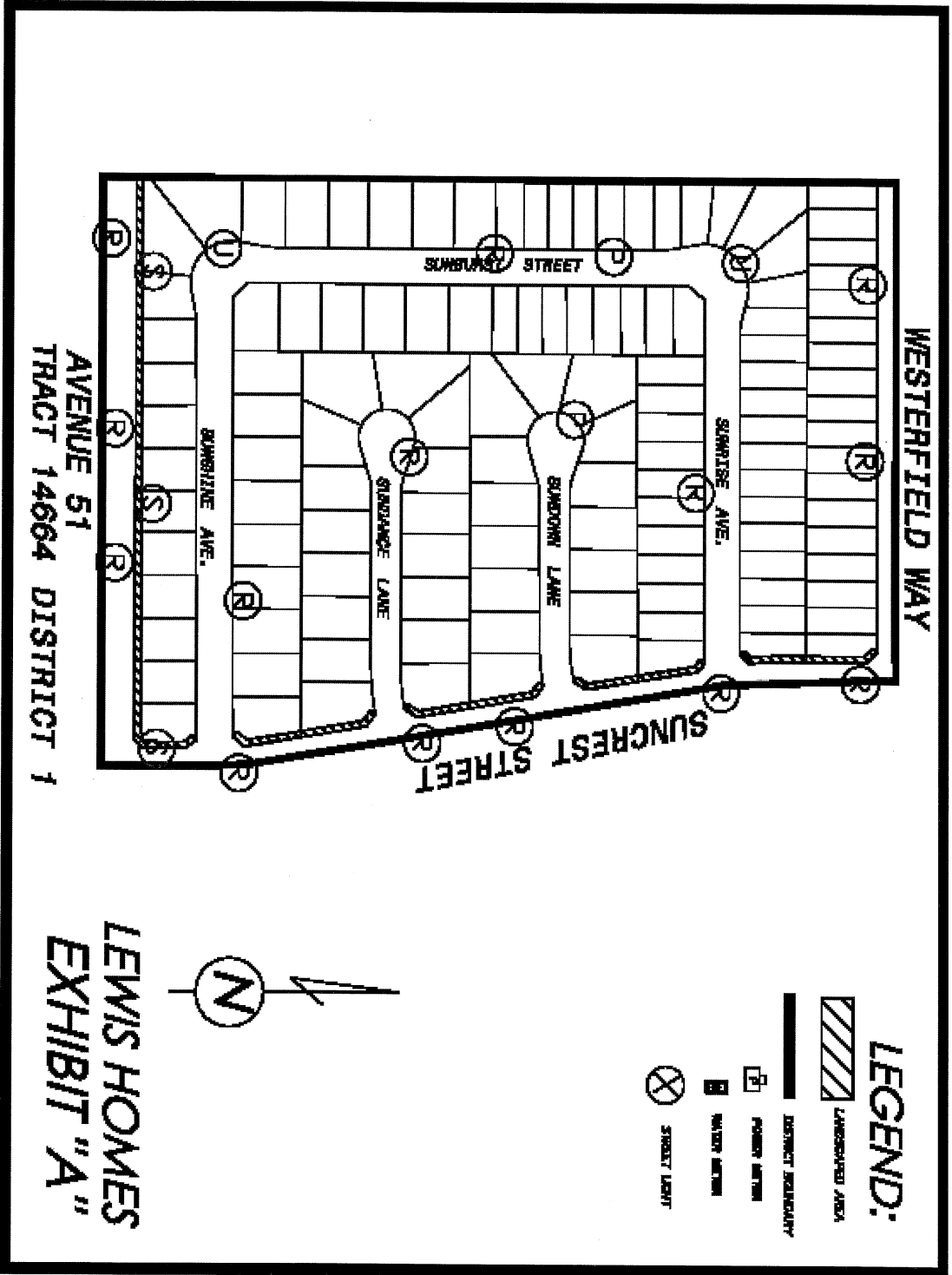
The boundary maps/diagrams for the Districts by this reference are incorporated and made a part of this Report. The boundary maps/diagrams are on file in the office of the City Clerk where it is available for public inspection. The following map pages are for general location only and are not to be considered the official boundary maps.

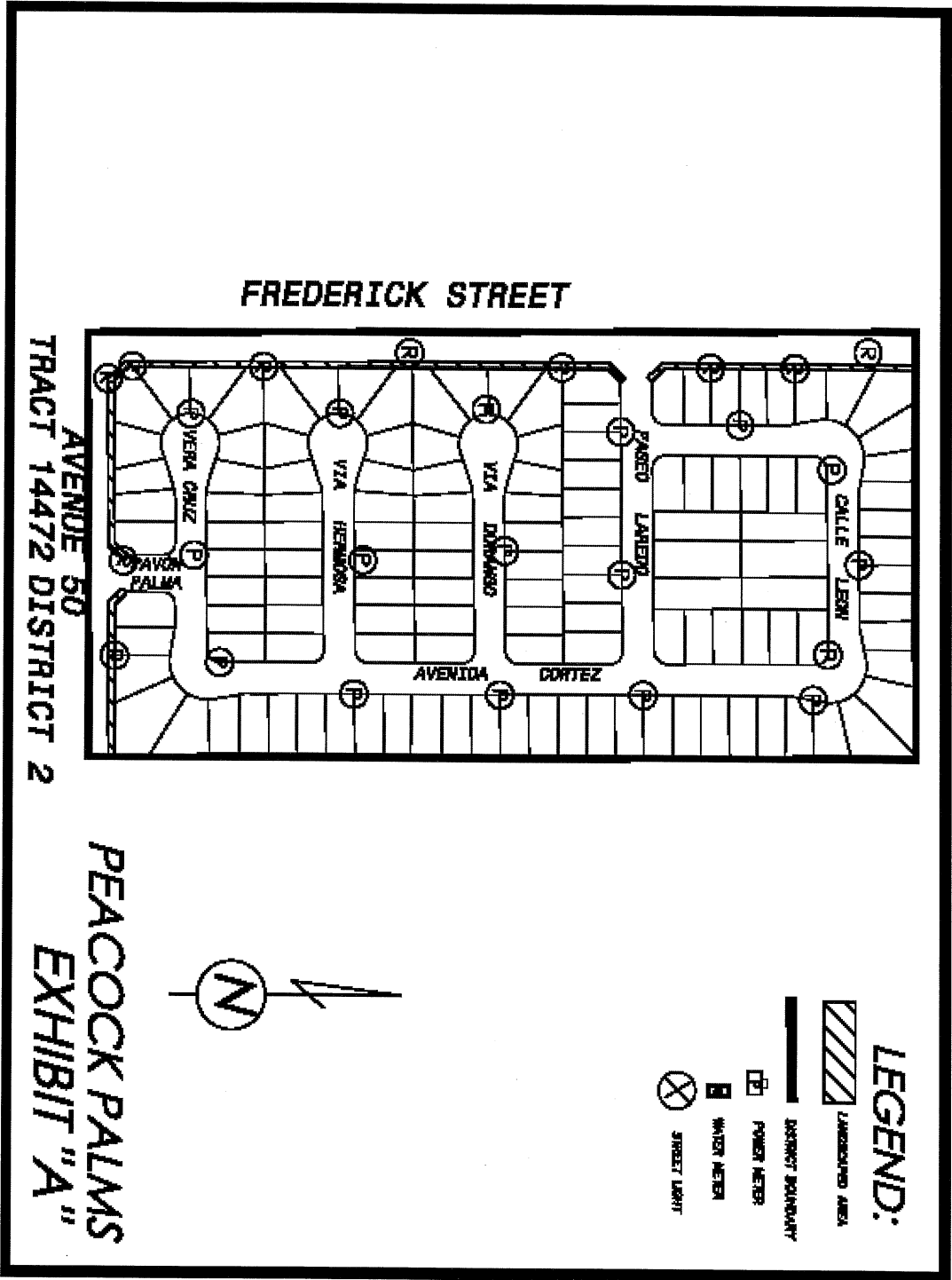
CITY OF COACHELLA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

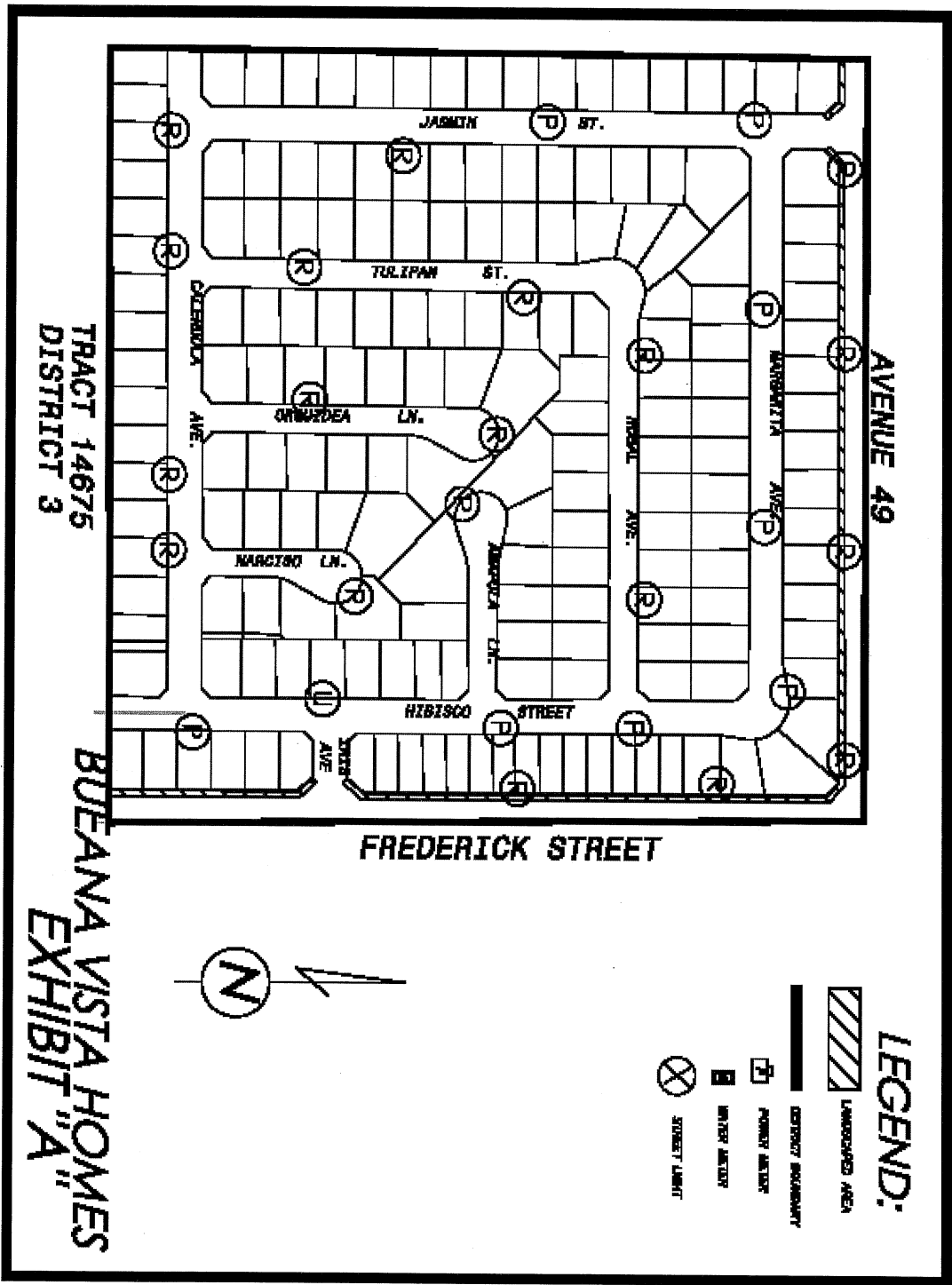


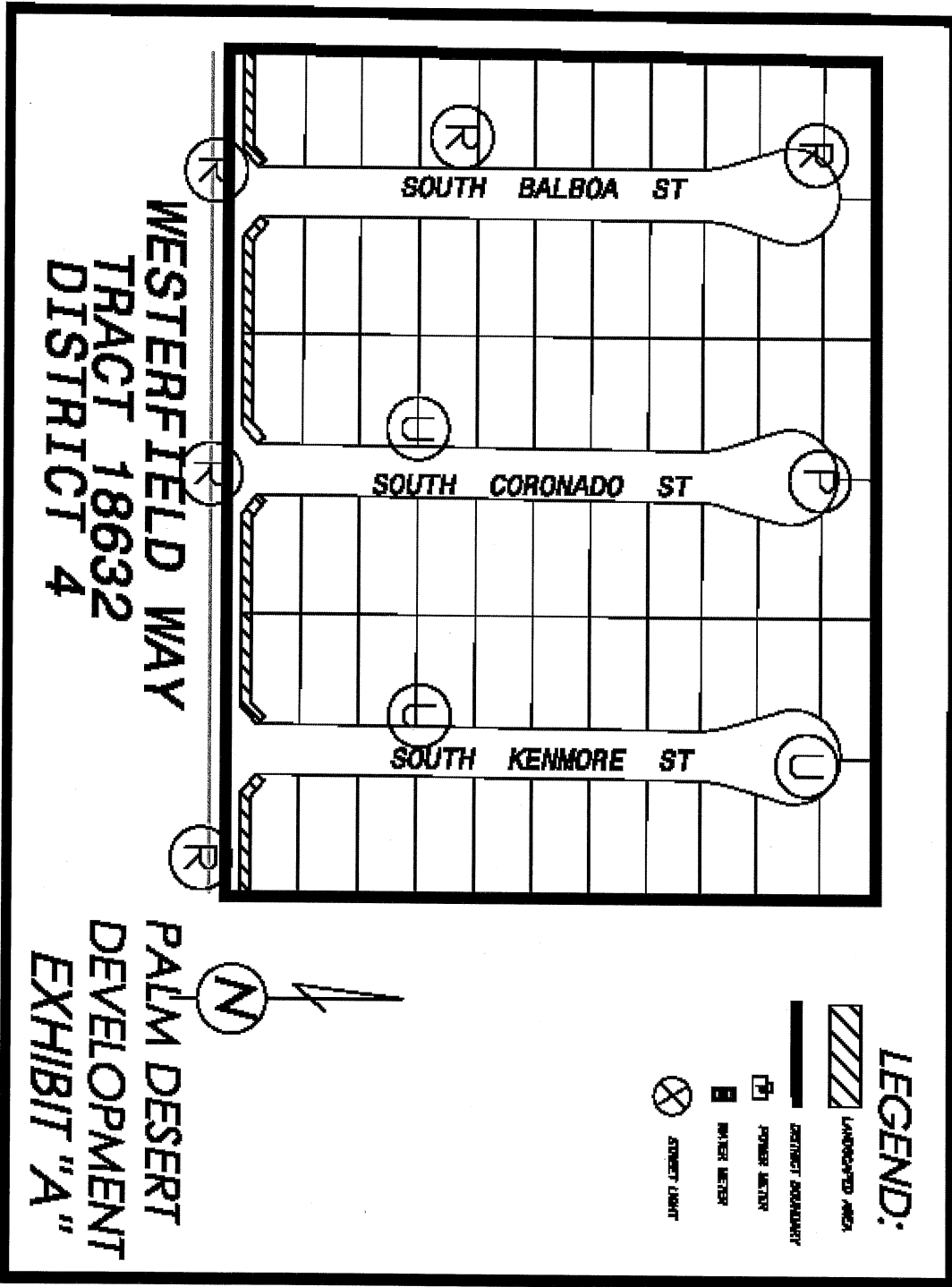
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

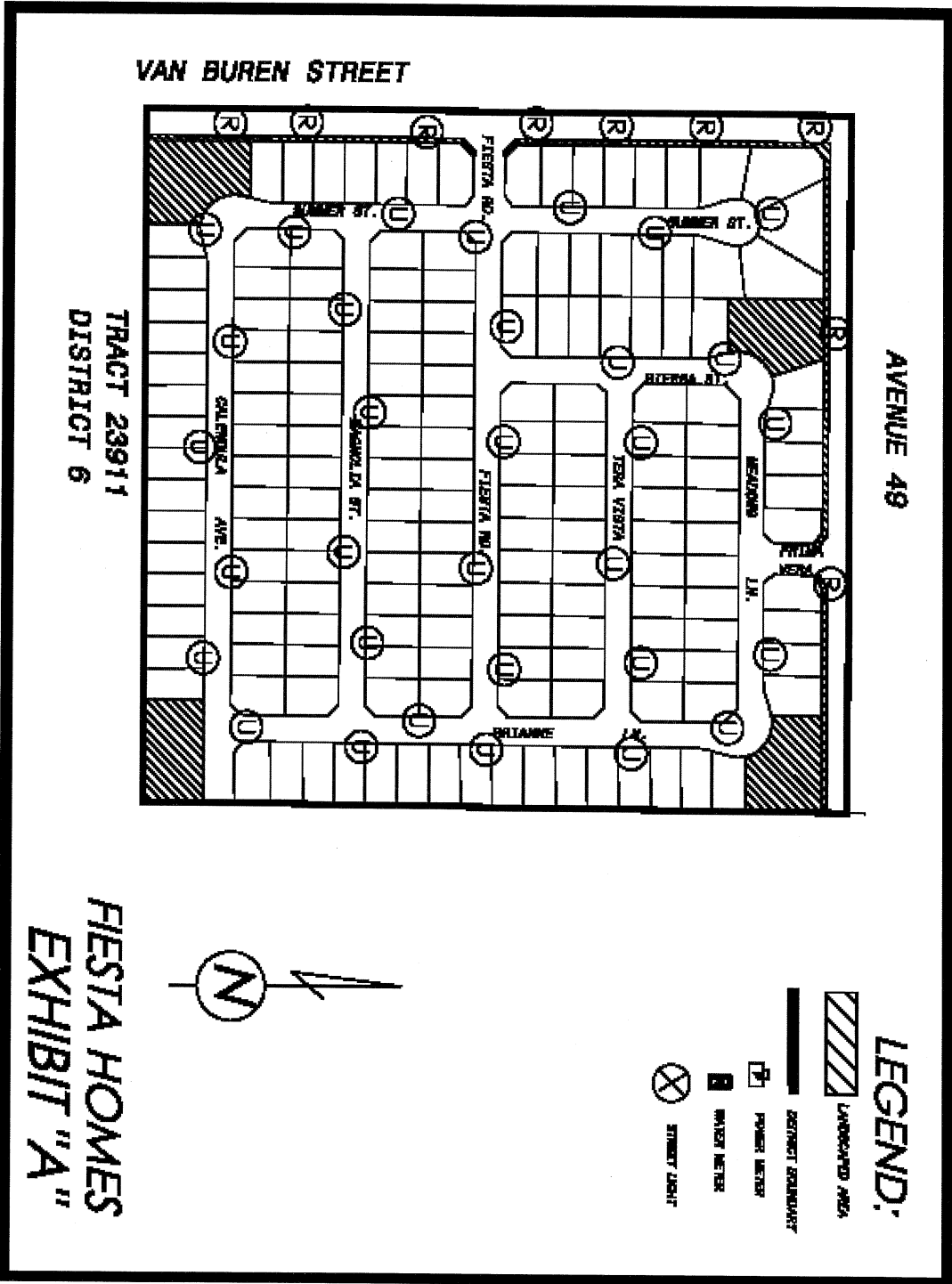
| District | Tract Name | Tract Number |
|----------|----------------------|--------------|
| 1 | Lewis | 14664 |
| 2 | Pearcock Palms | 14472 |
| 3 | Beuna Vista | 14675 |
| 4 | Palm Desert Dev. | 18632 |
| 5 | Fiesta Homes | 23911 |
| 6 | La Paz | 26467 |
| 7 | (Lighting only) | 24299 |
| 8 | CV Housing Coalition | 23408 |
| 9 | Plaza del Sol | 36592 |
| 10 | Loma Vista | 22110 |
| 11 | La Paz II | 28374 |
| 12 | Baron-Ziraick | 28443 |
| 13 | Pueblo de la Paz | 29071 |
| 14 | Cachanillas | 30020 |
| 15 | Tierra del Sol | 30684 |
| 16 | Rancho Las Flores | 30498 |
| 17 | Bella Canto | 30728 |
| 18 | Paseo de las Palmas | 30354 |
| 19 | Posada del Valle | 30621 |
| 20 | Rancho de la Fe | 22110 |
| 21 | La Colonia | 30871 |
| 22 | La Palma Estates | 30910 |
| 23 | Rancho Miraposa | 30831 |
| 24 | Las Plumas | 31376 |
| 25 | La Morada | 30830 |
| 26 | Somerset | 31664 |
| 27 | Navarra/Sundate I | 31508 |
| 28 | Los Jardines | 31533 |
| 29 | Aventine | 31551 |
| 30 | Vista Escondida | 32264 |
| 31 | Terra Bonita | 31158 |
| 32 | Bellissima | 31978 |
| 33 | Valencia | 31698 |
| 34 | Volk | 31550 |
| 35 | Rancho Cielo | 31714 |
| 36 | Sevilla | 38084 |
| 37 | Mariposa Pointe | 32074 |

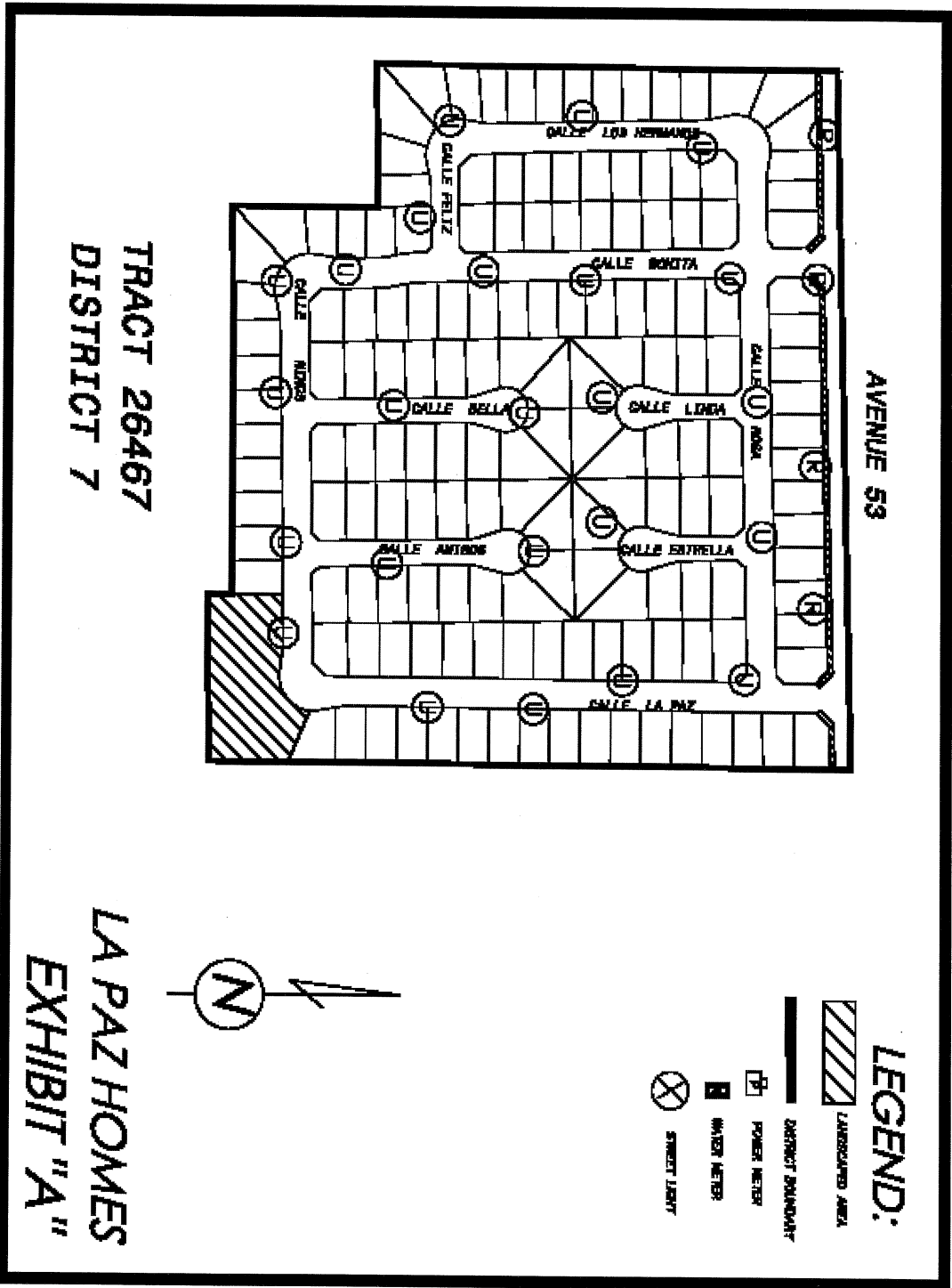


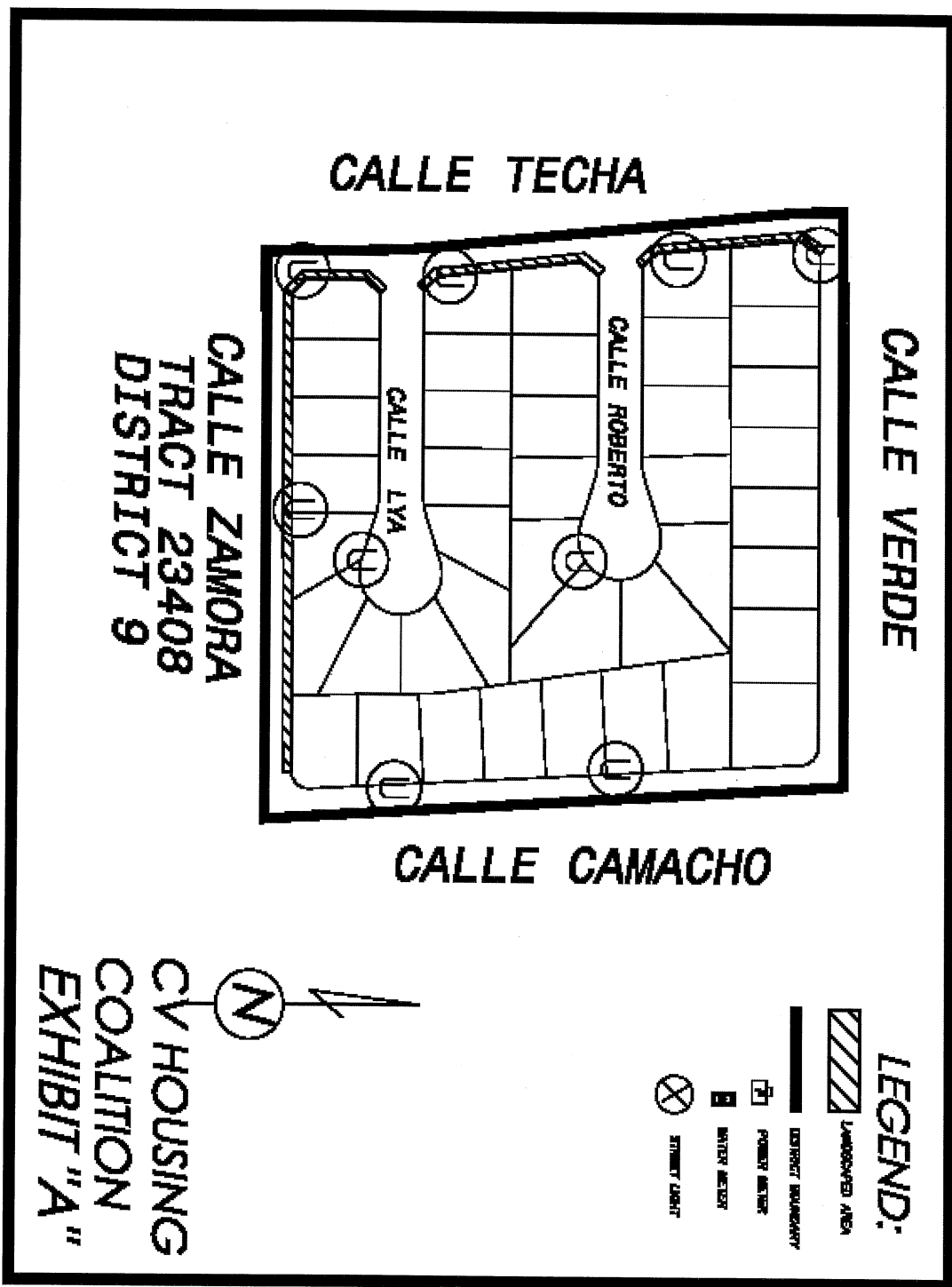


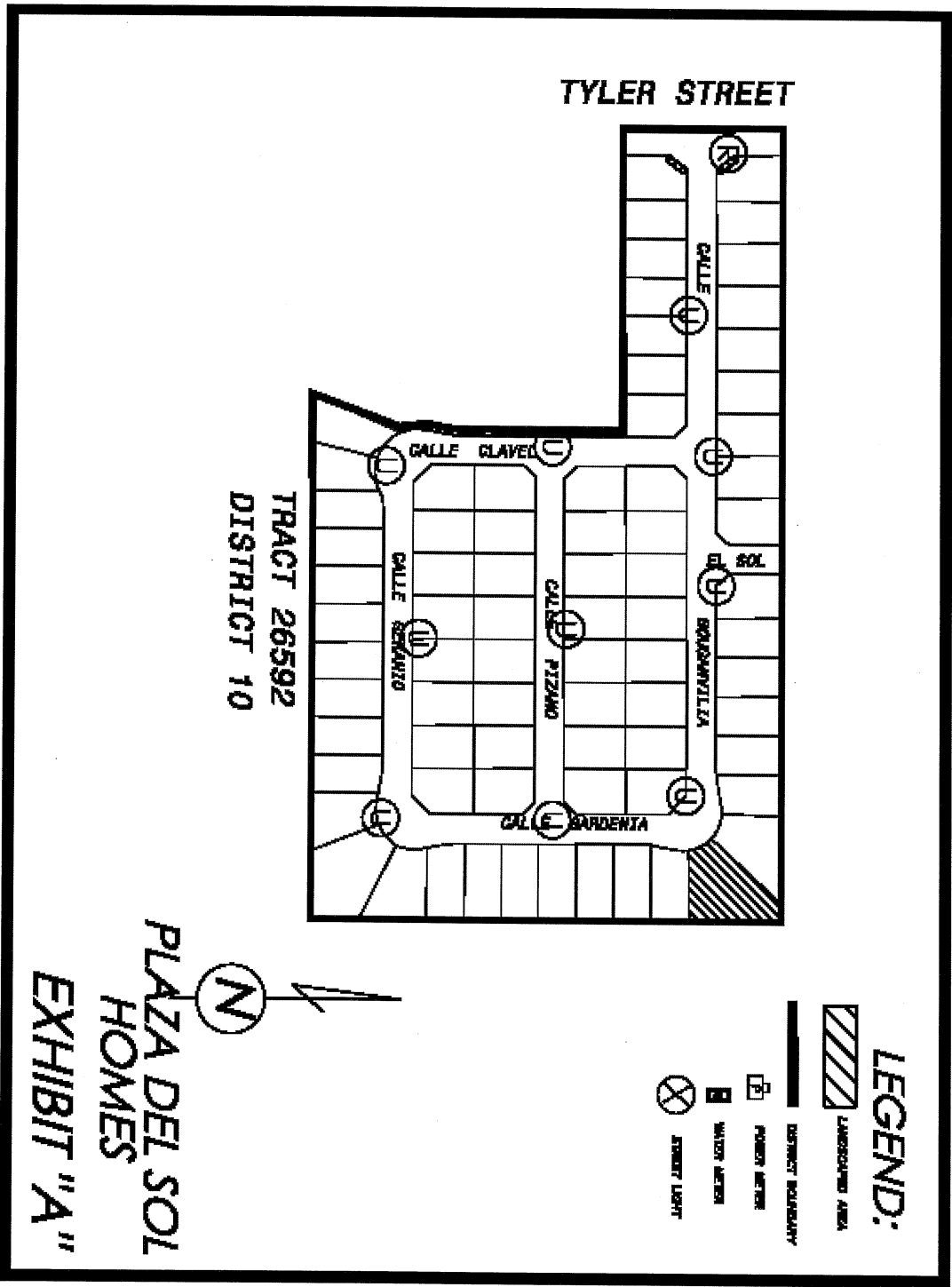


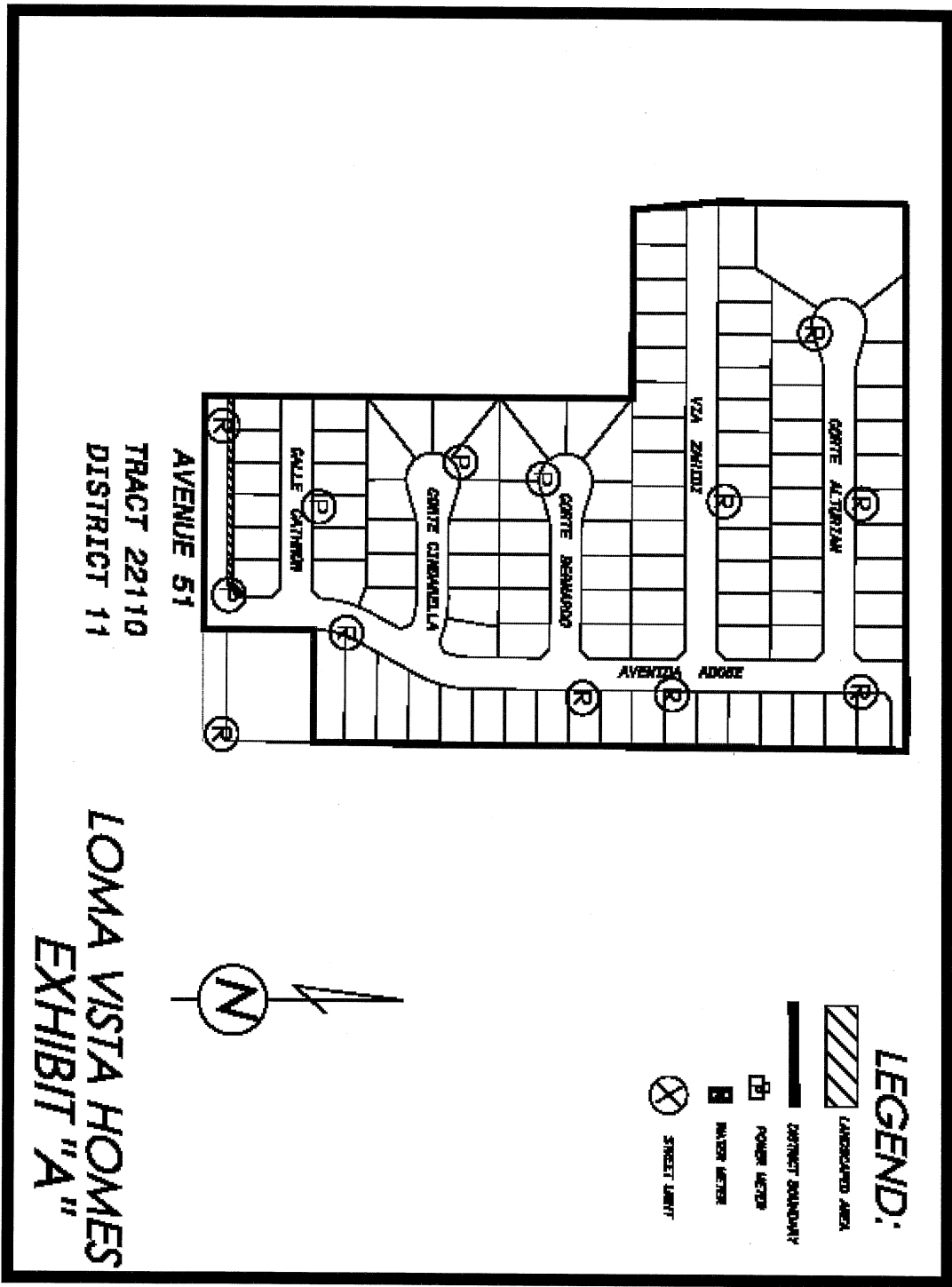


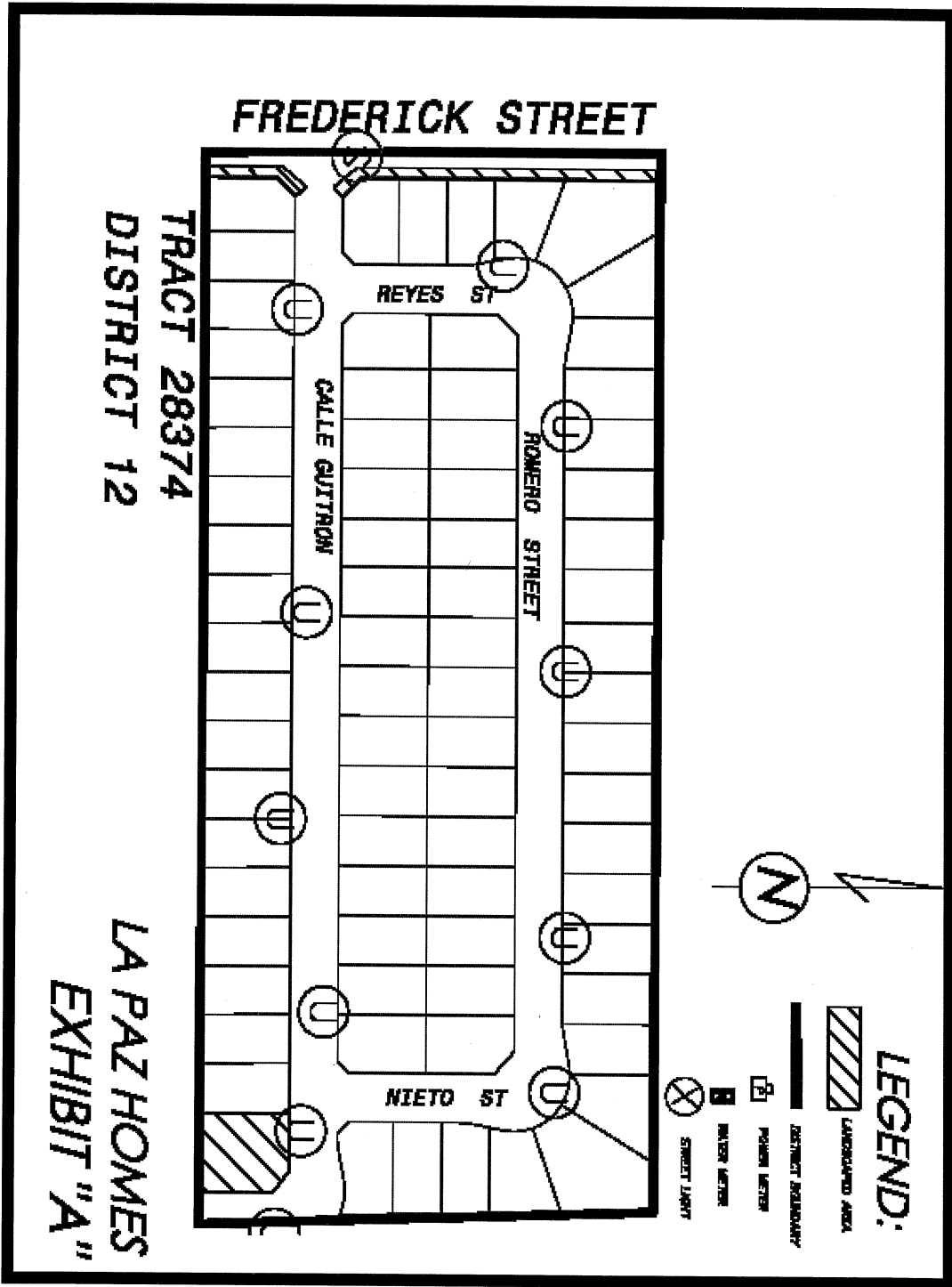


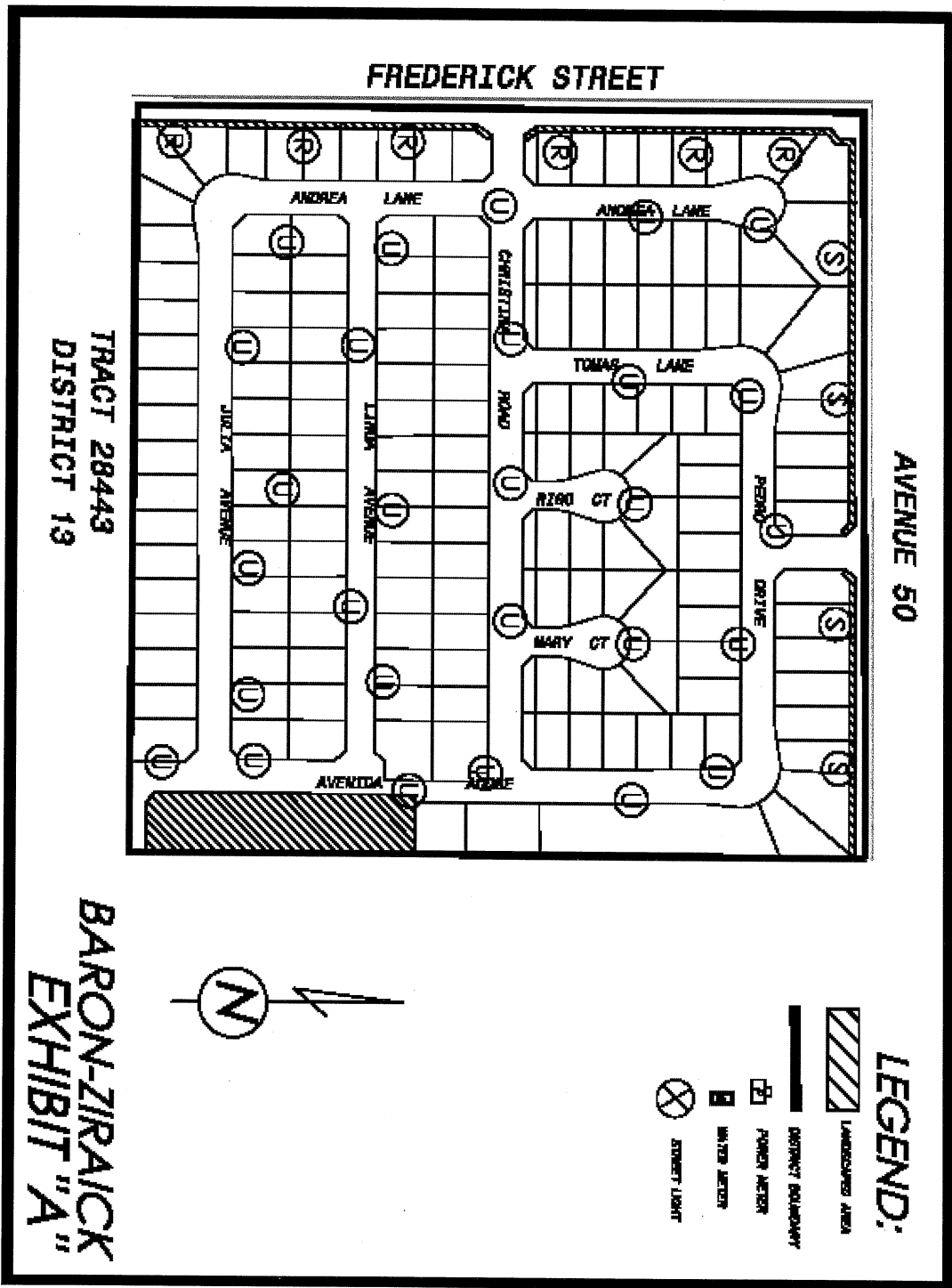


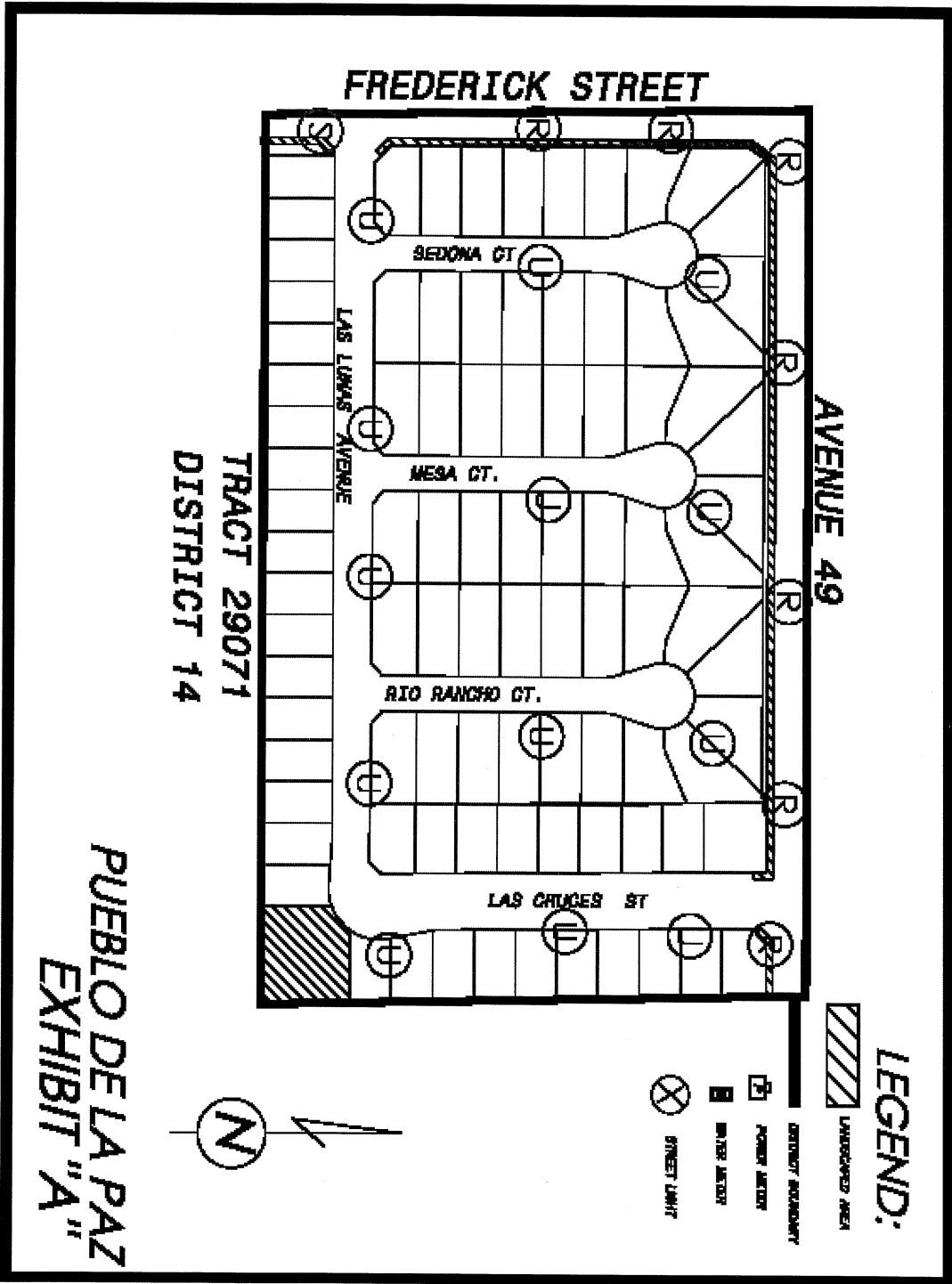


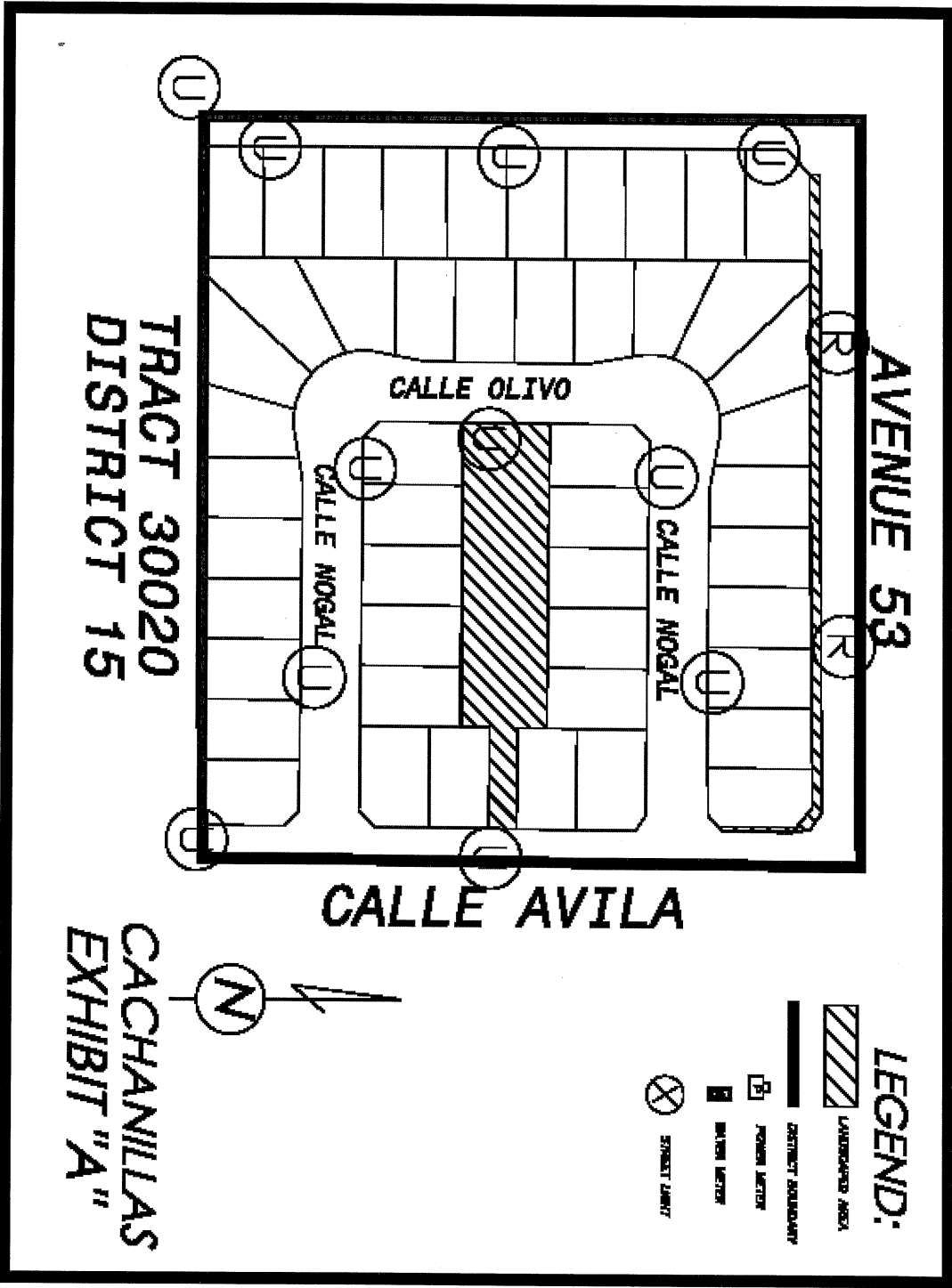


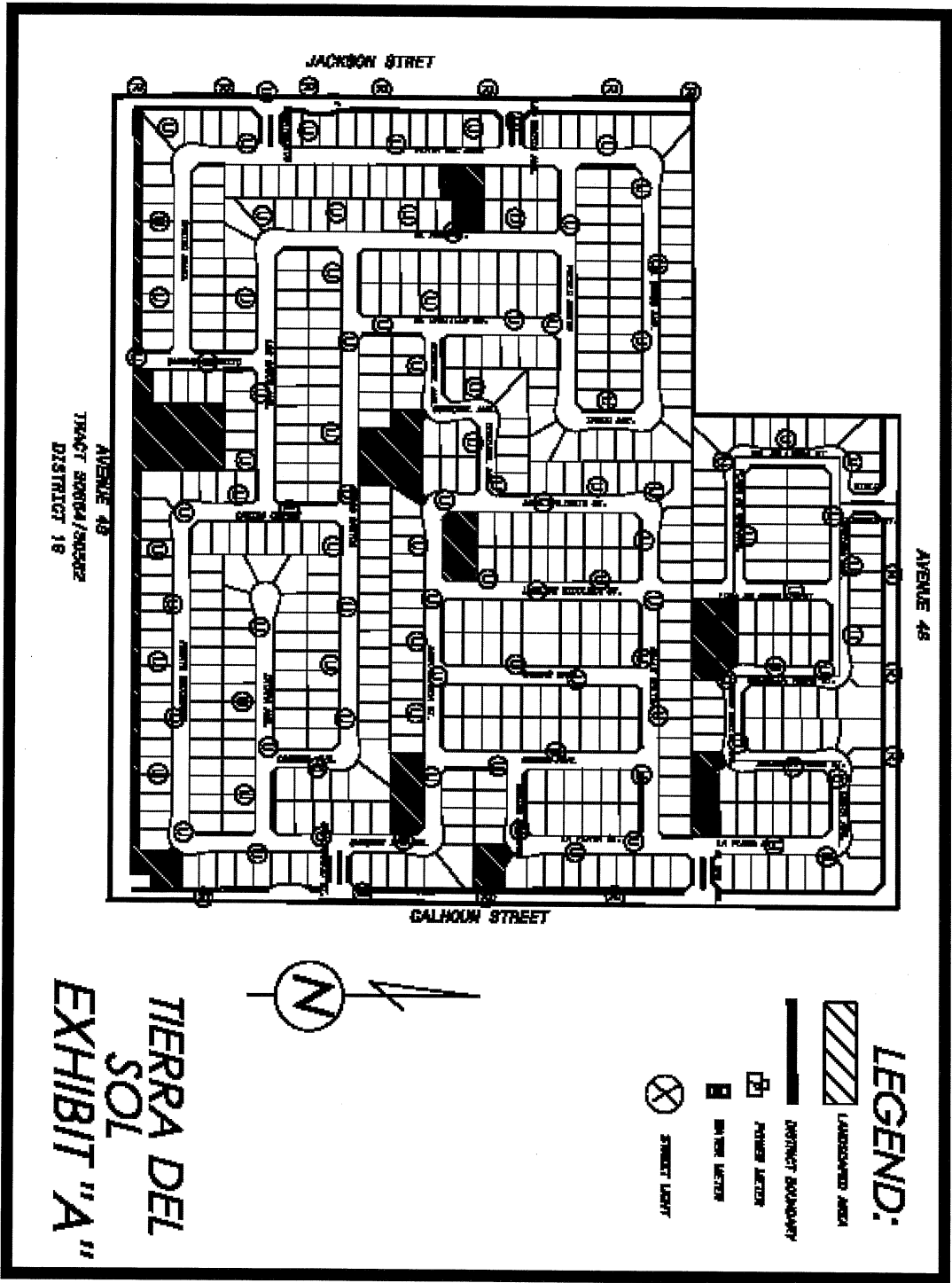


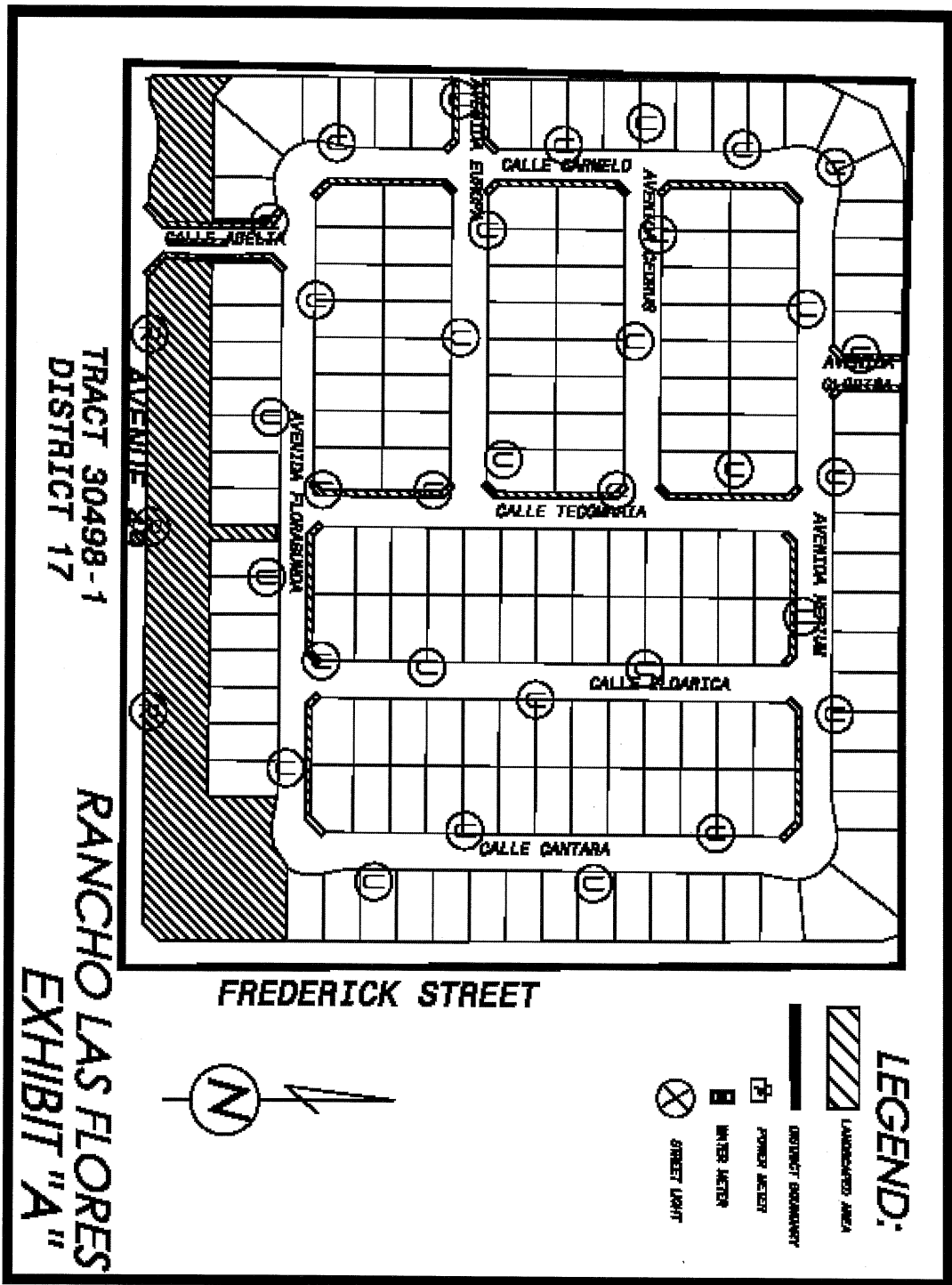


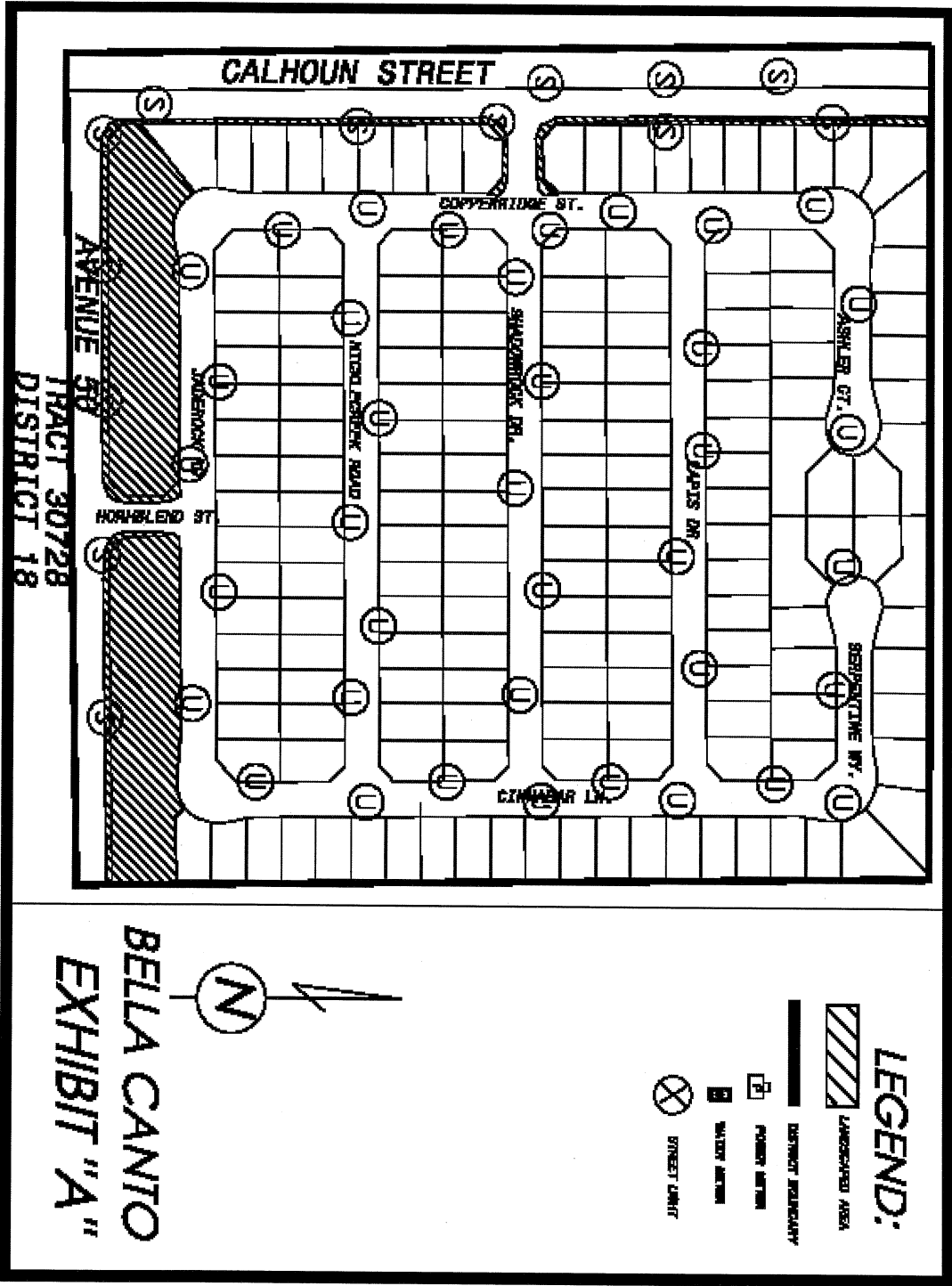




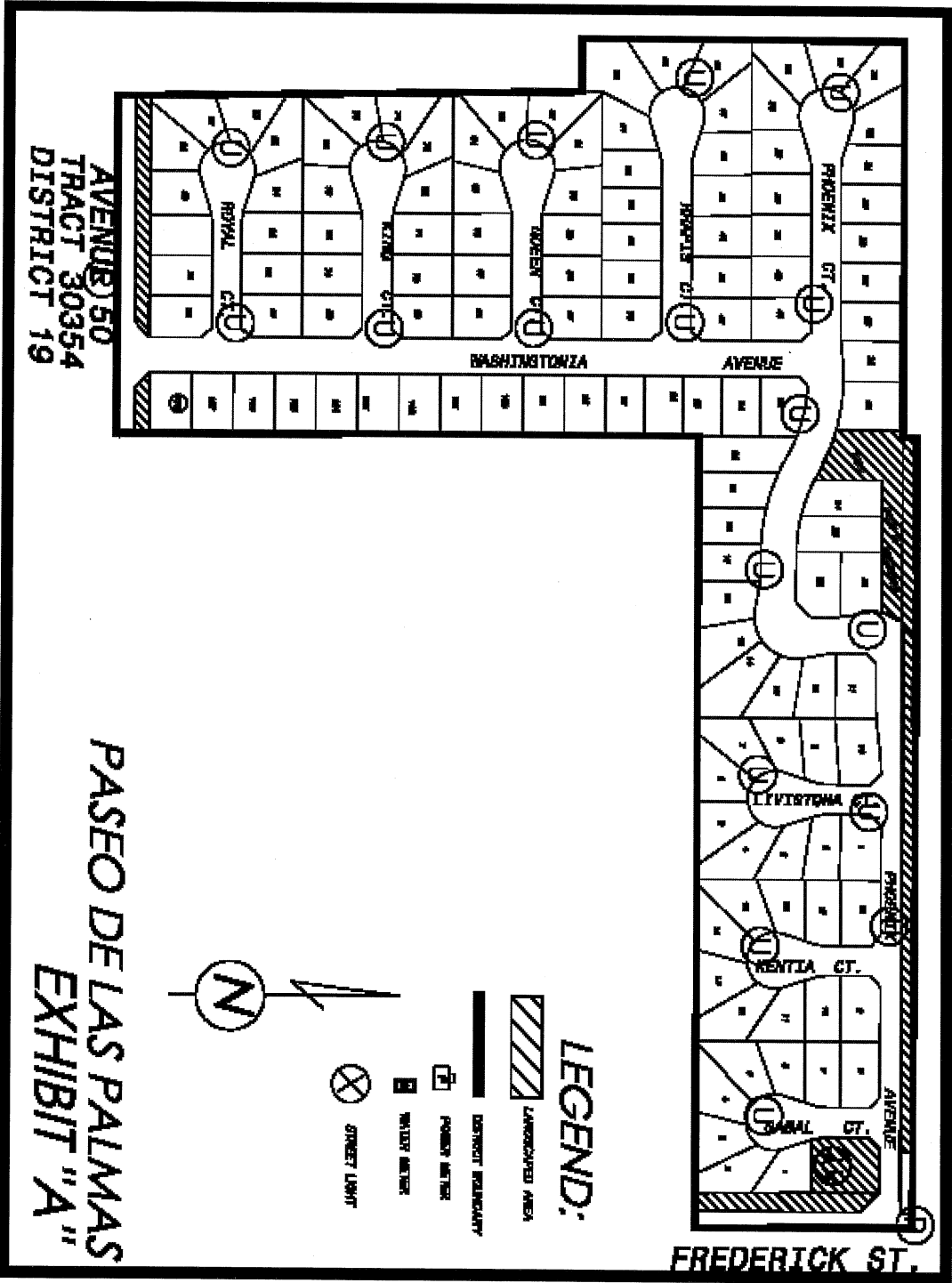


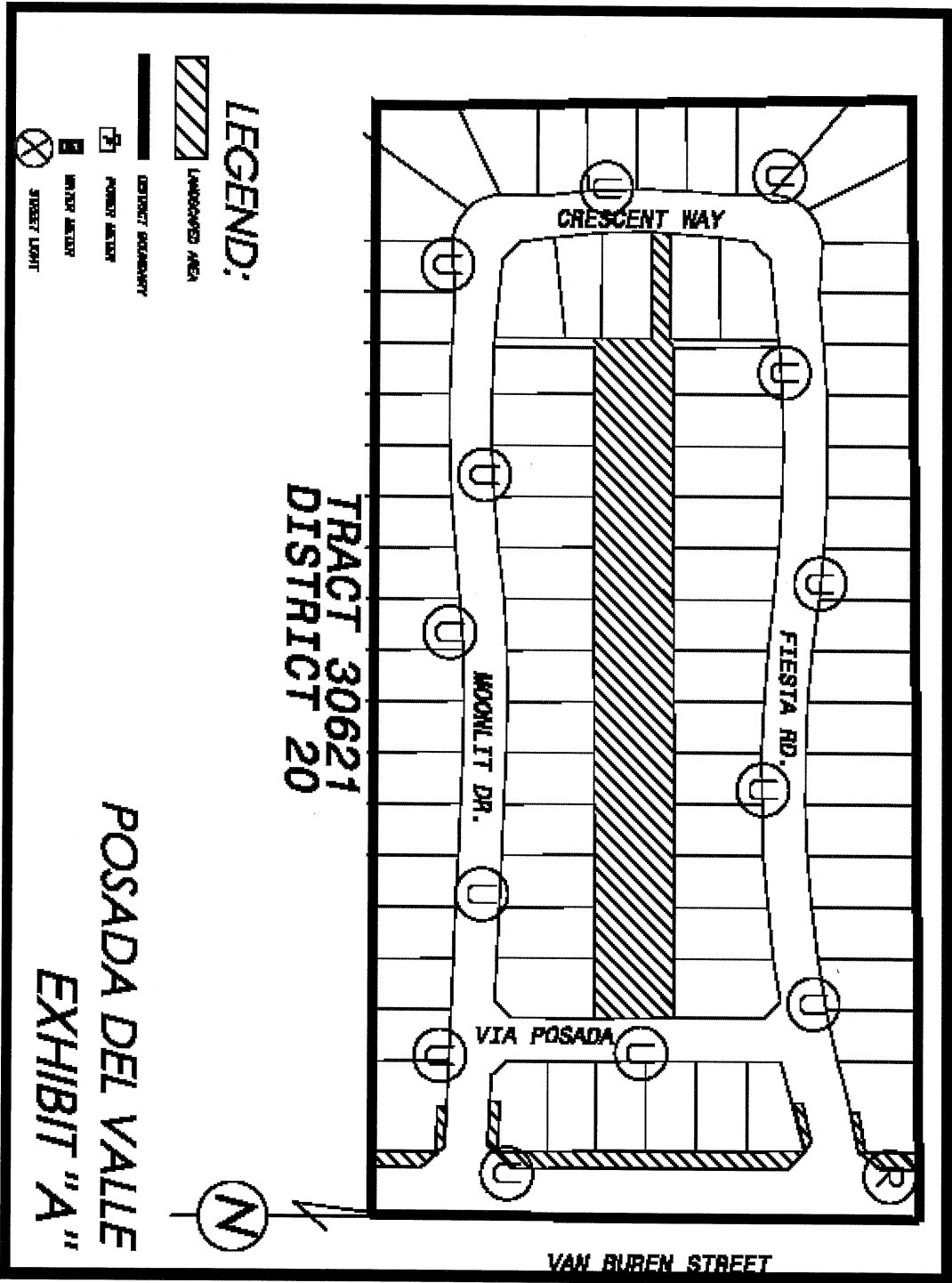


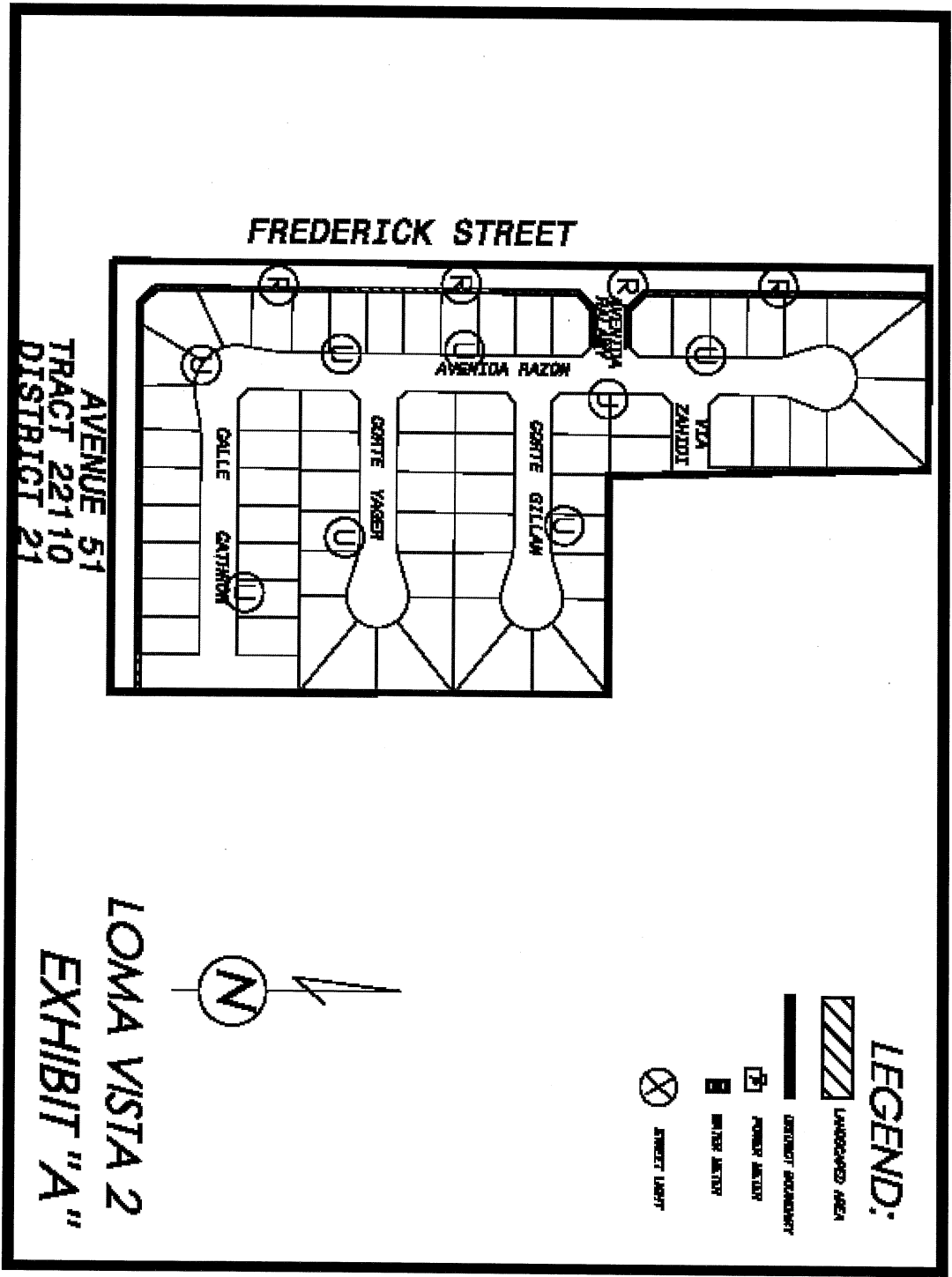


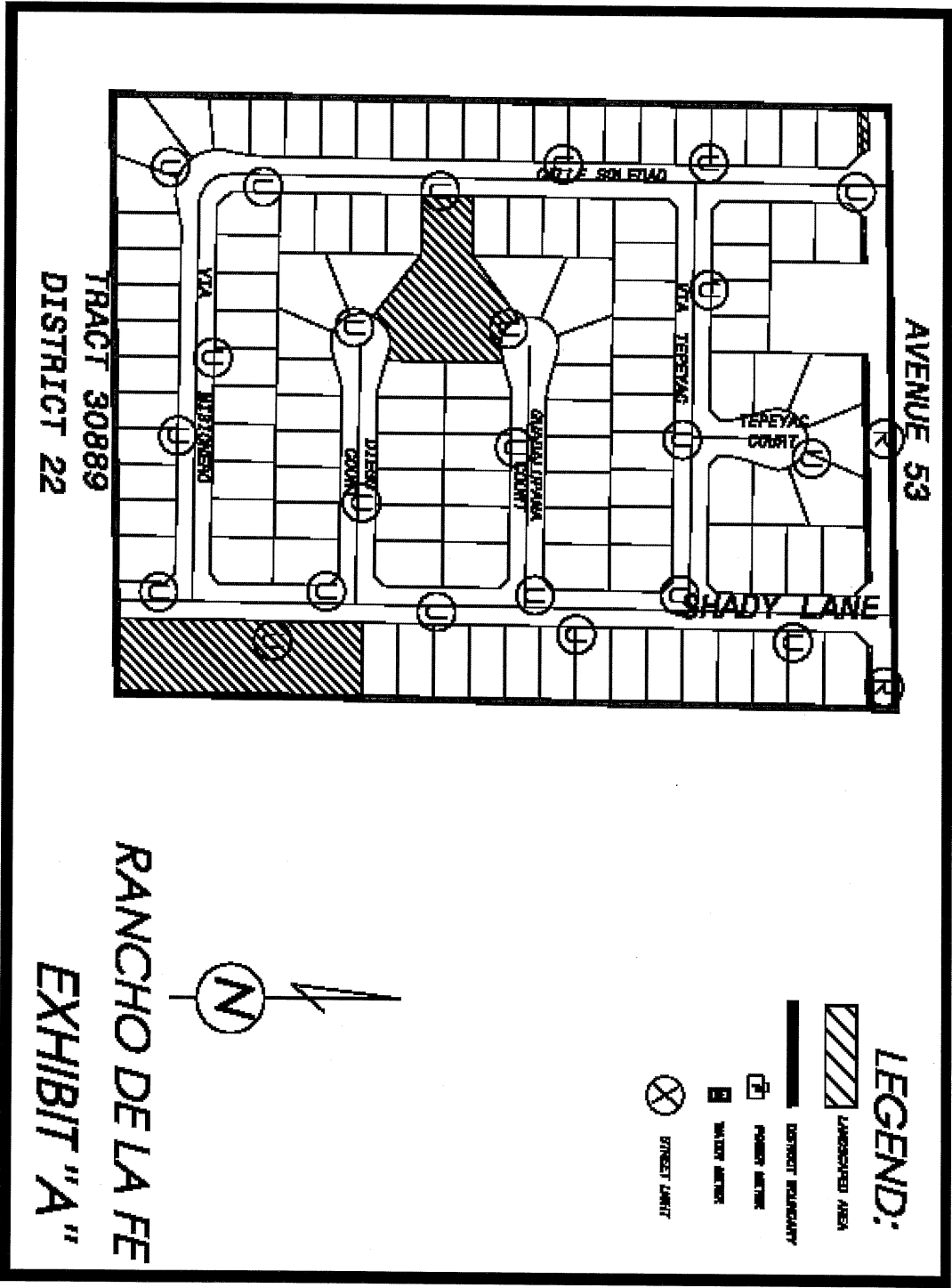


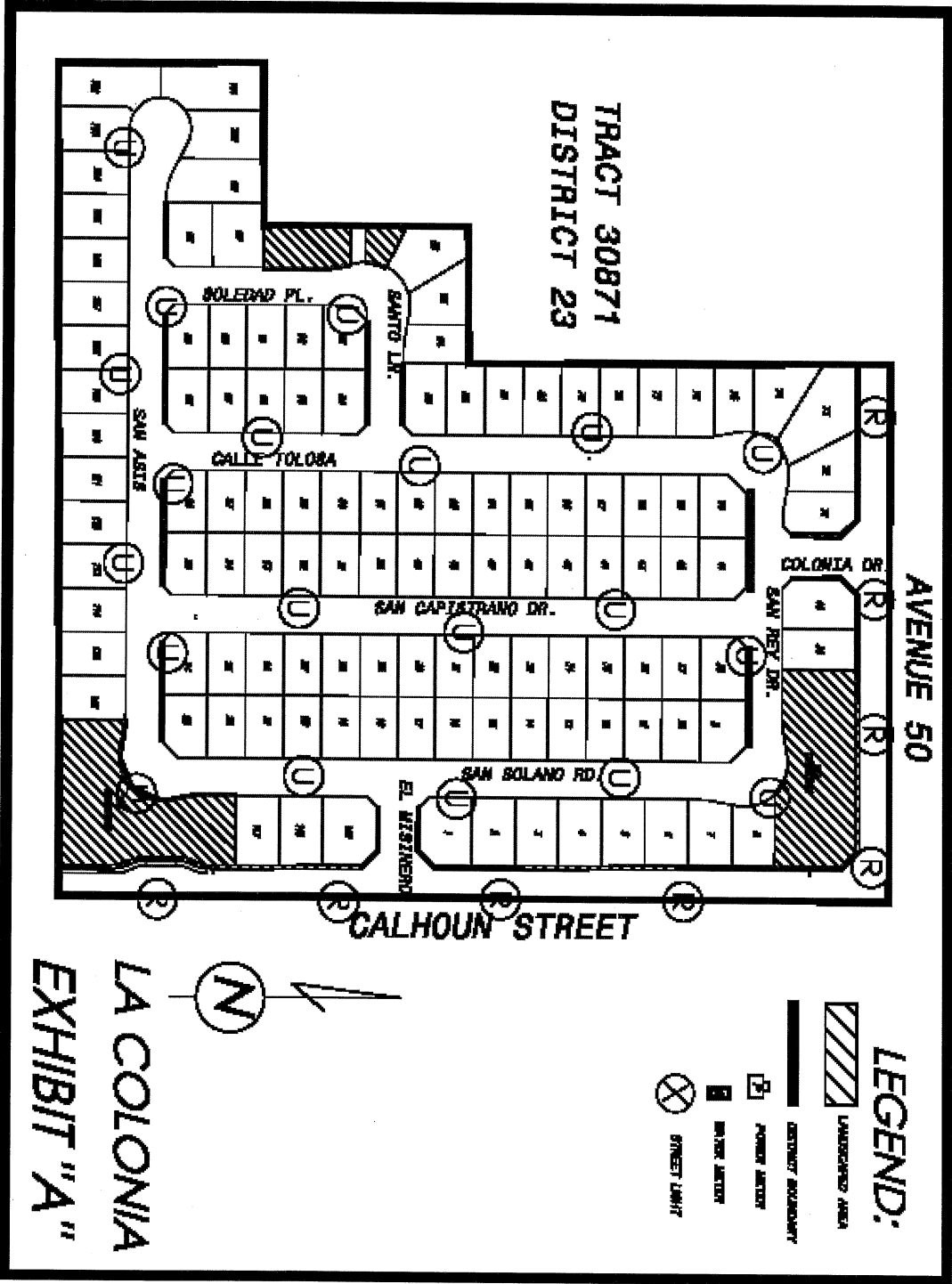
BELLA CANTO
EXHIBIT "A"

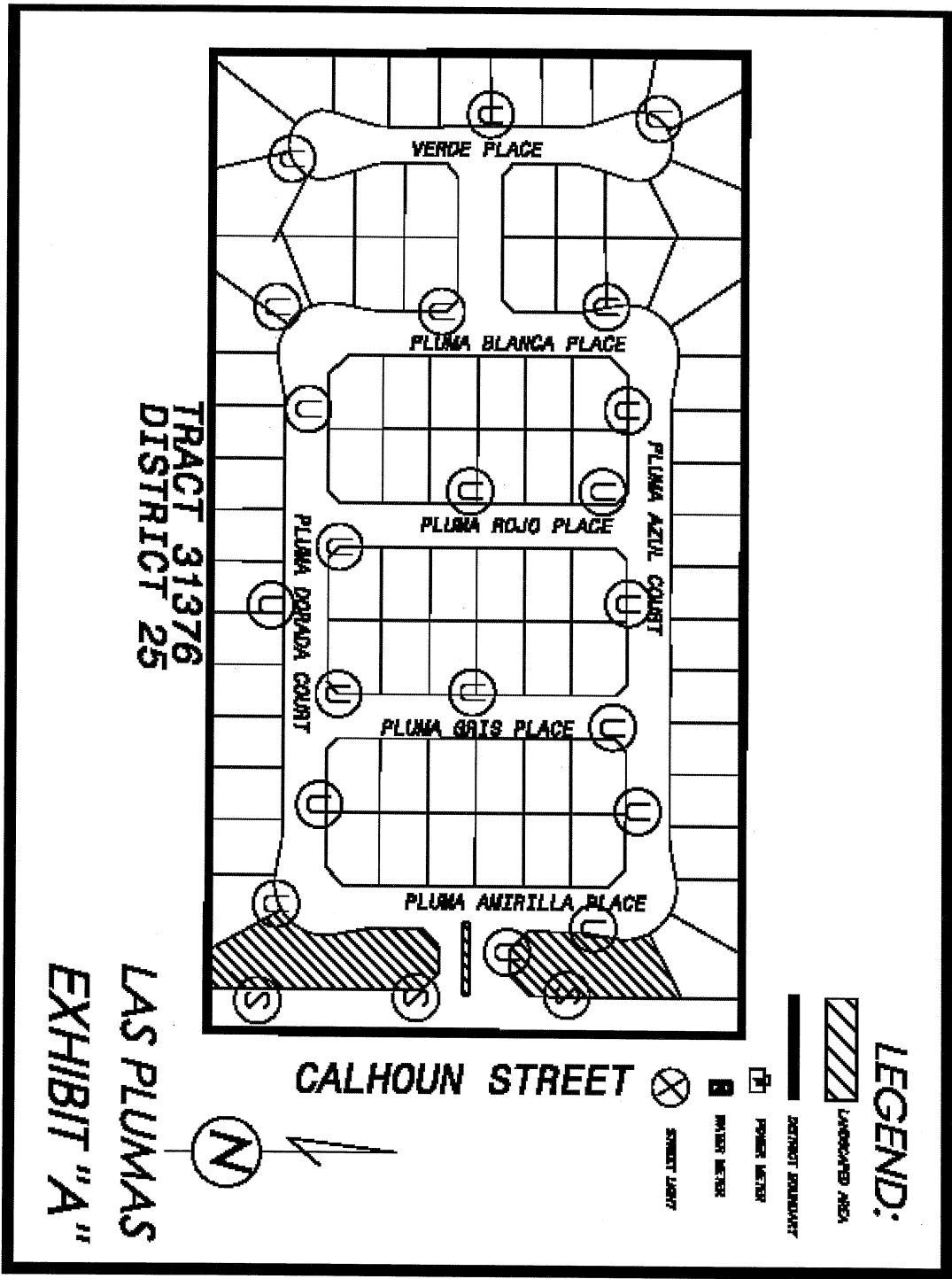


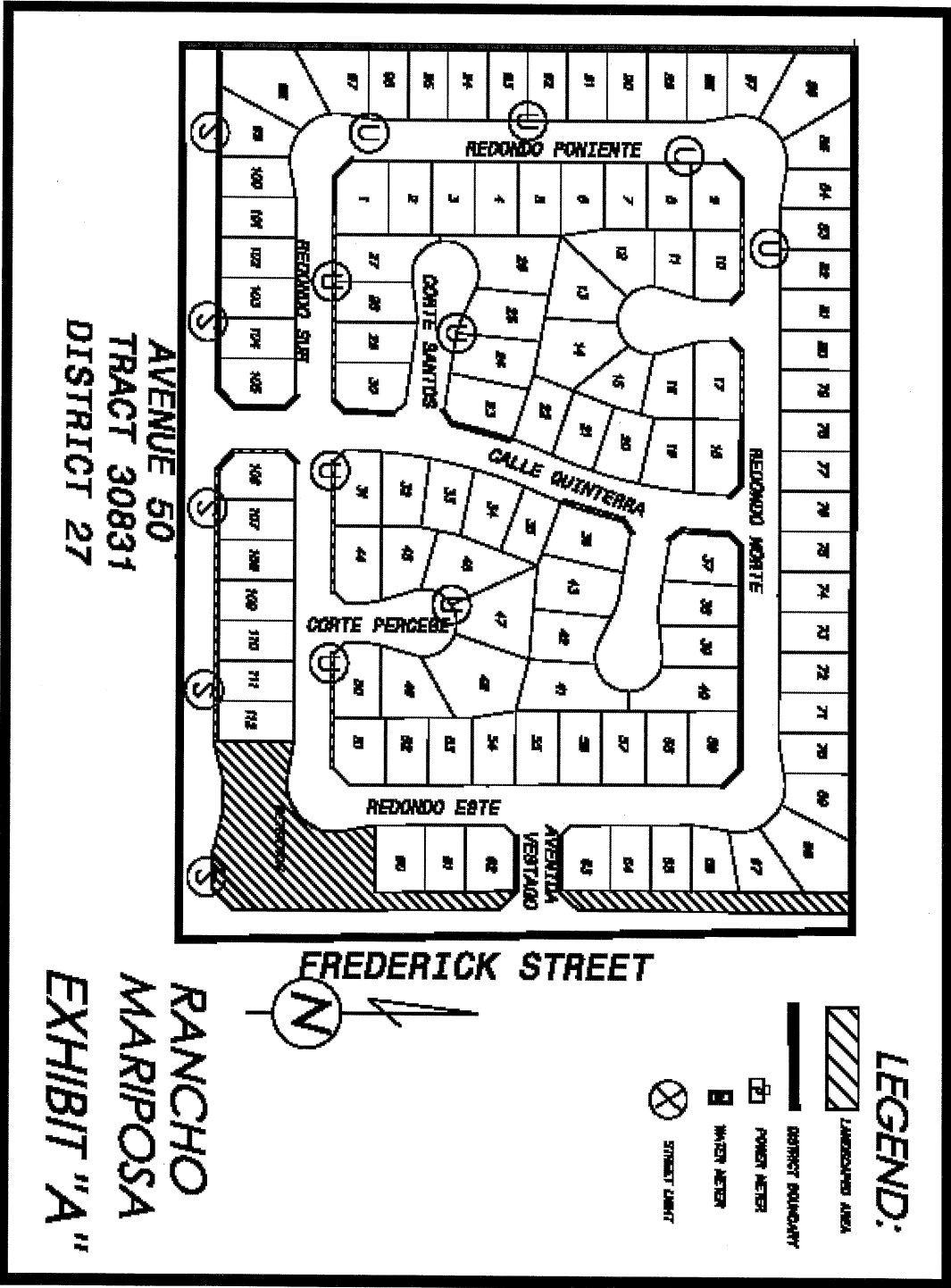


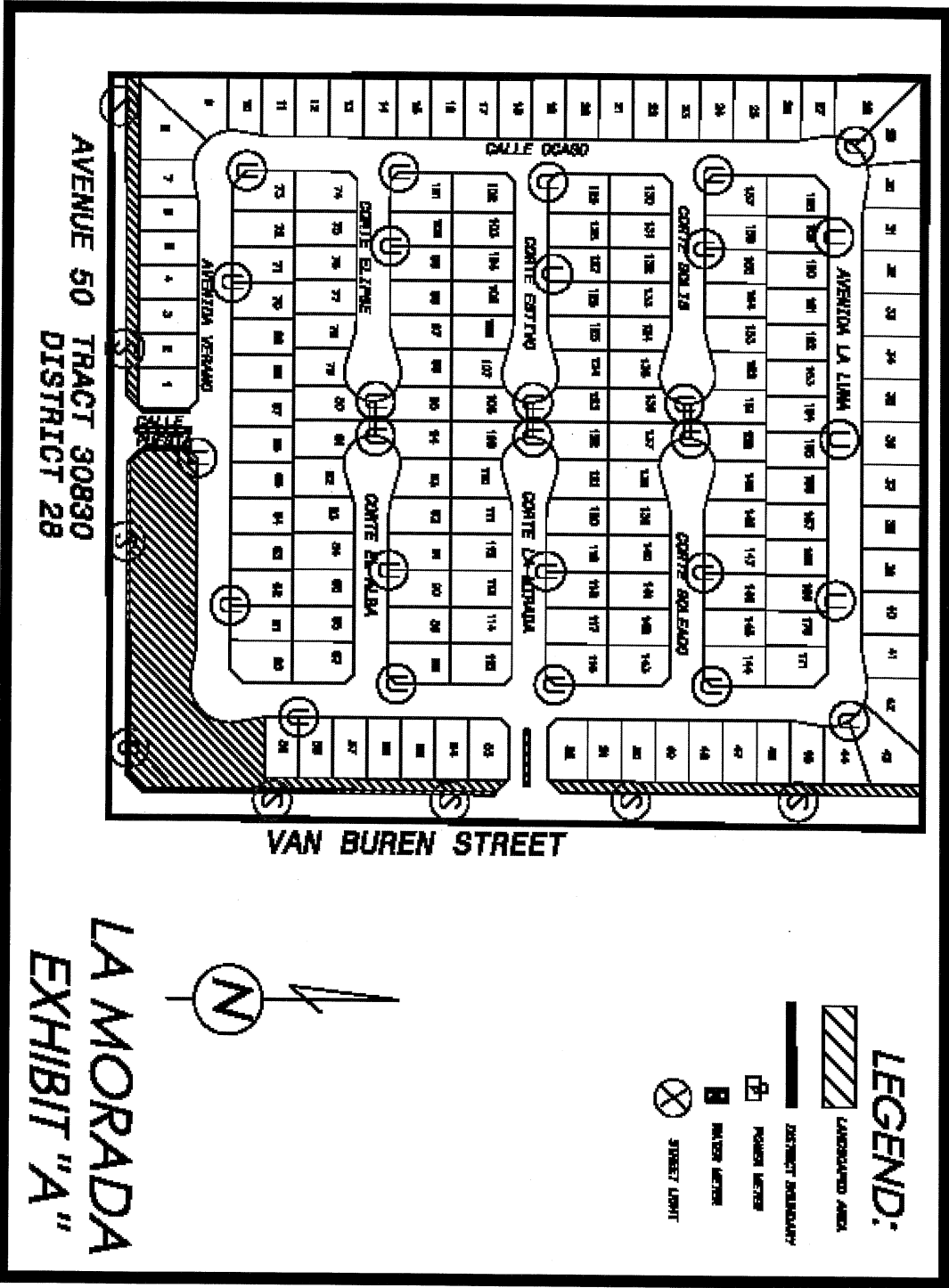


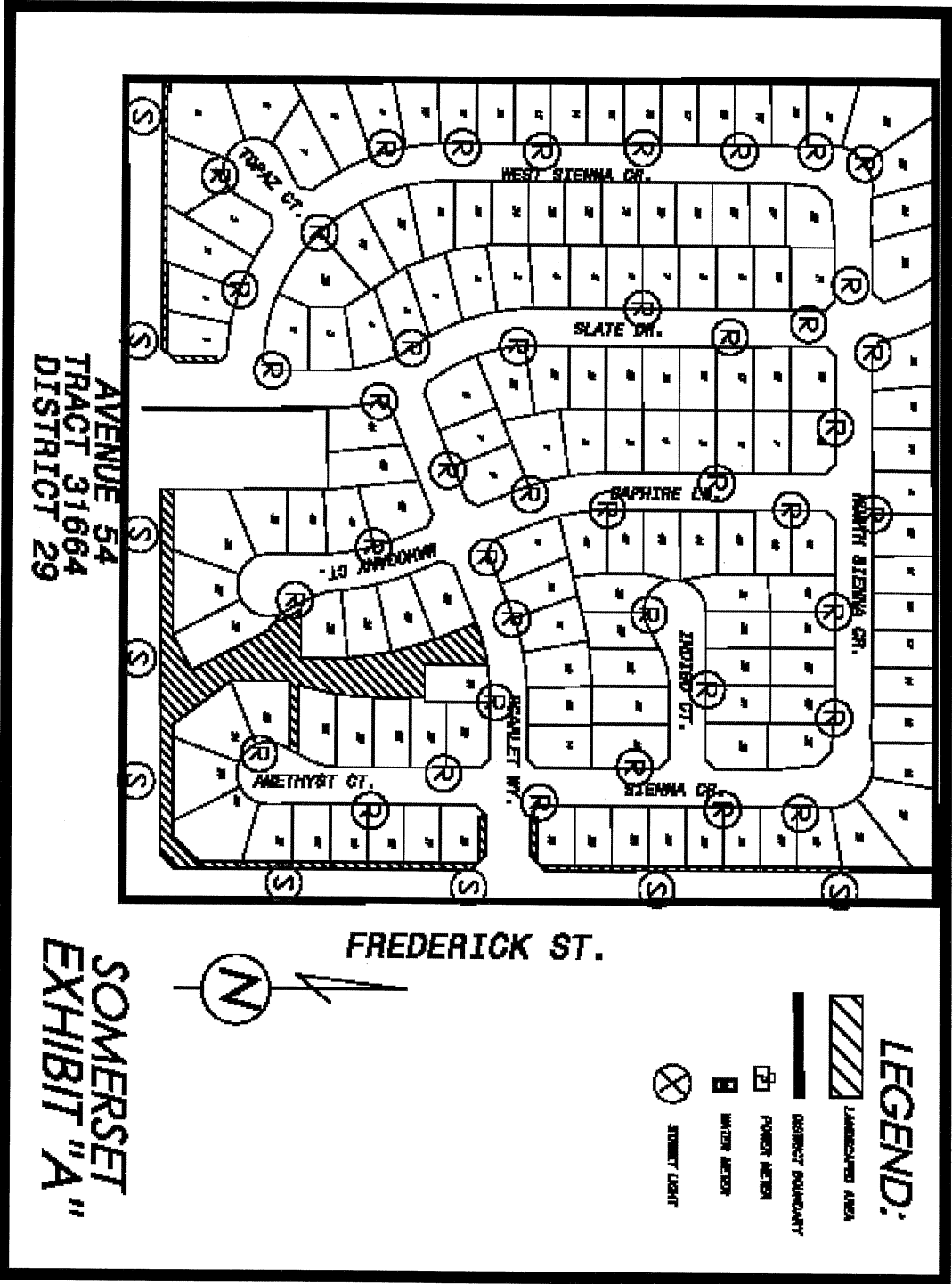


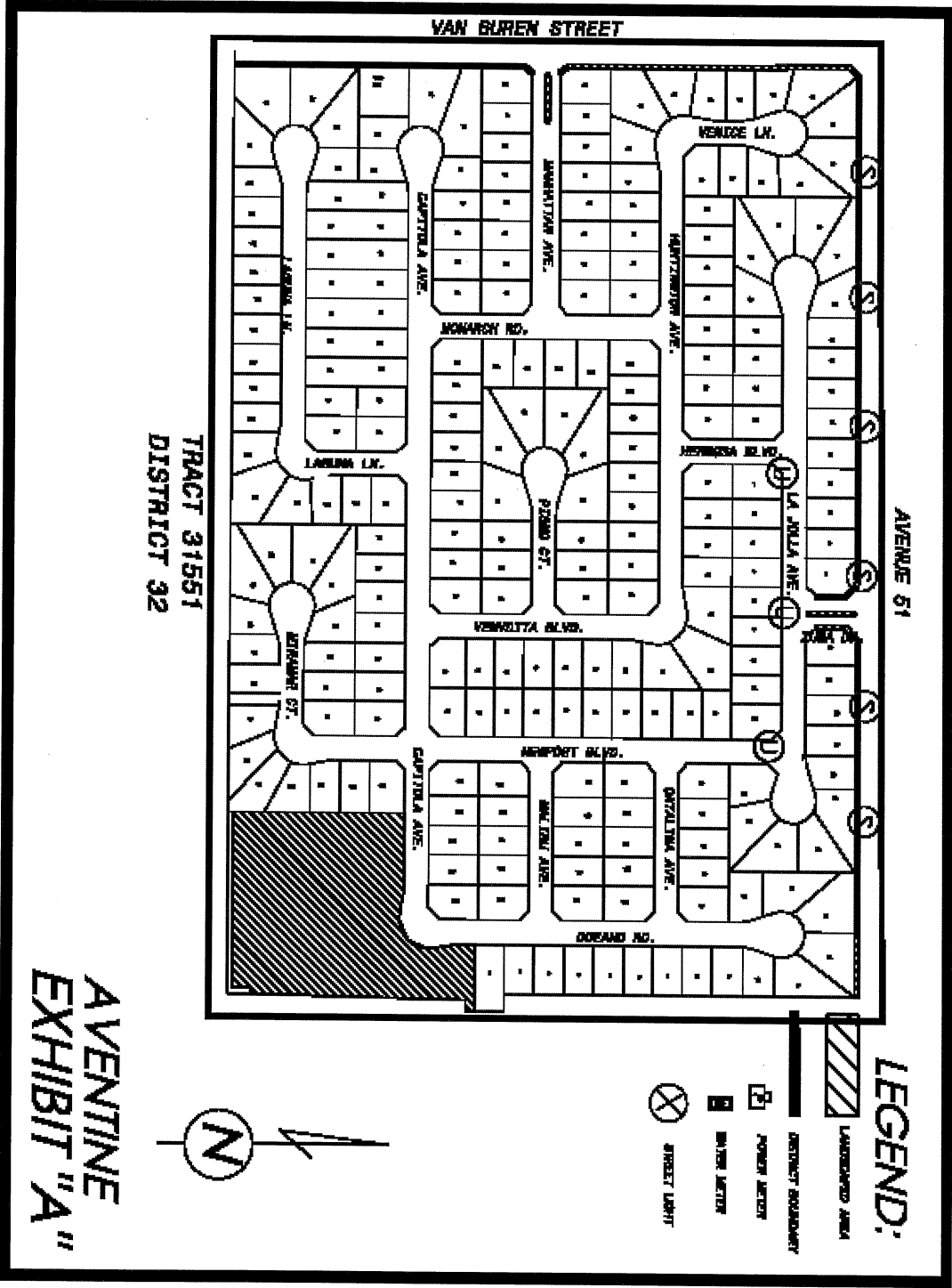


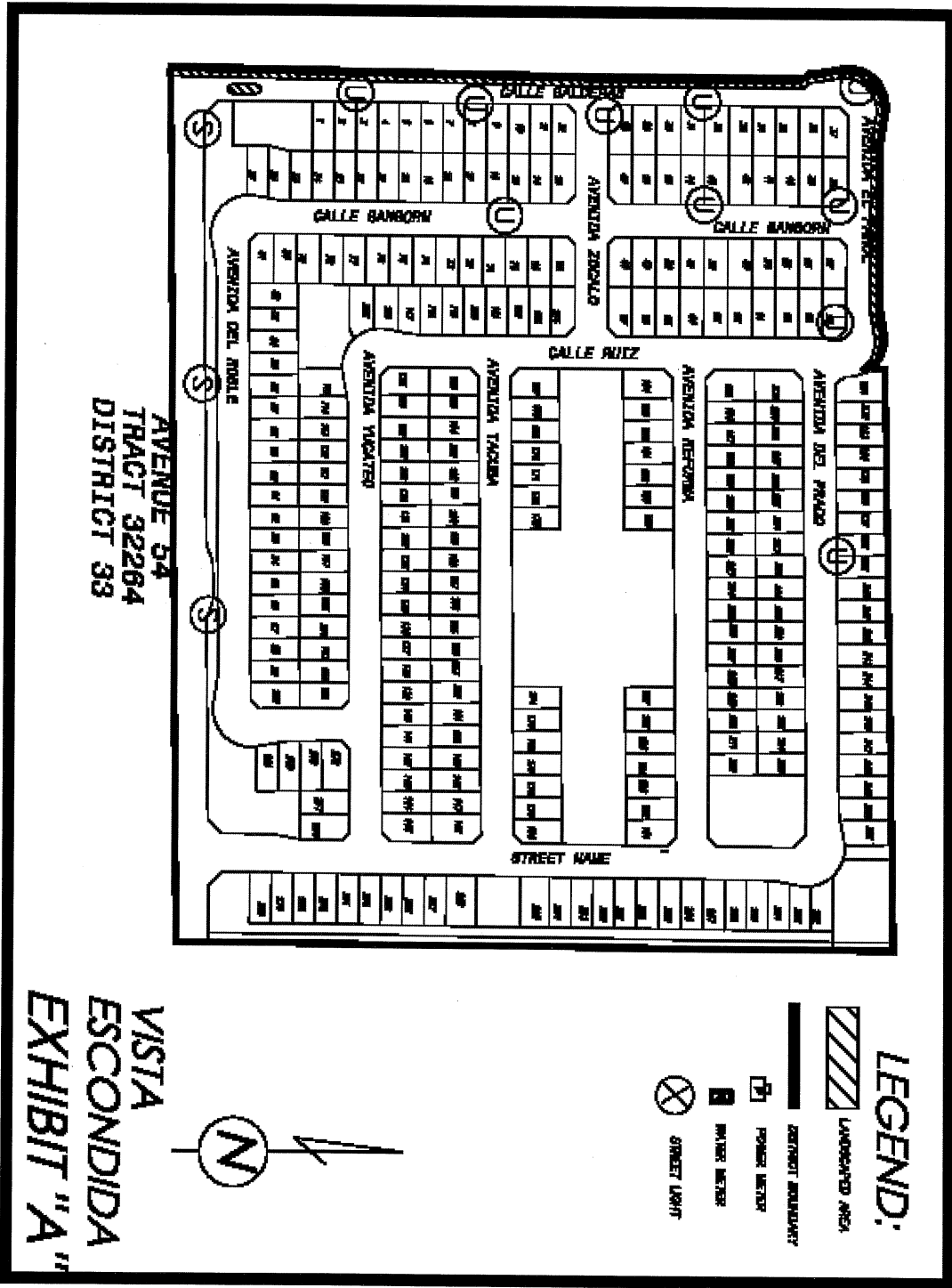


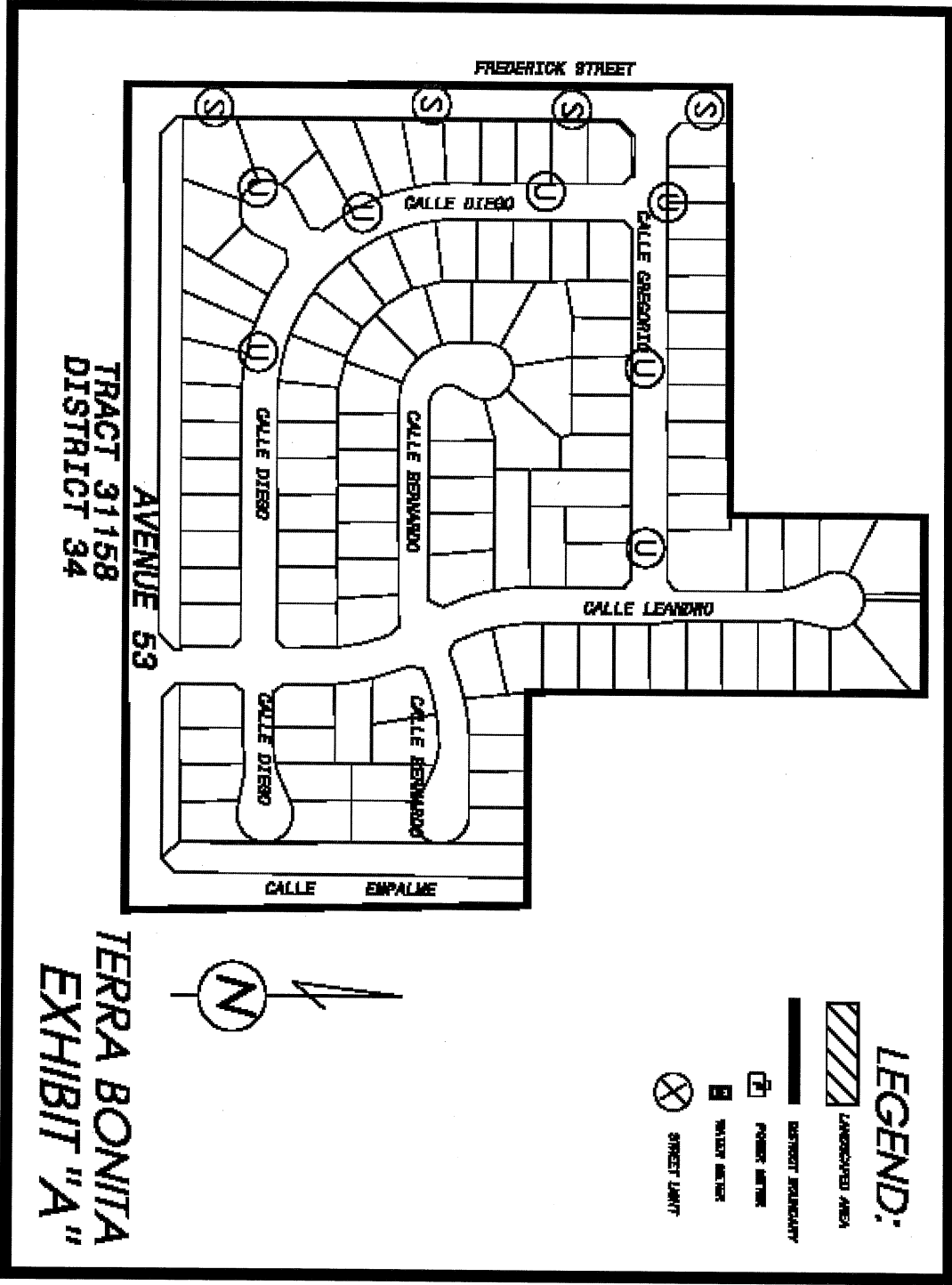


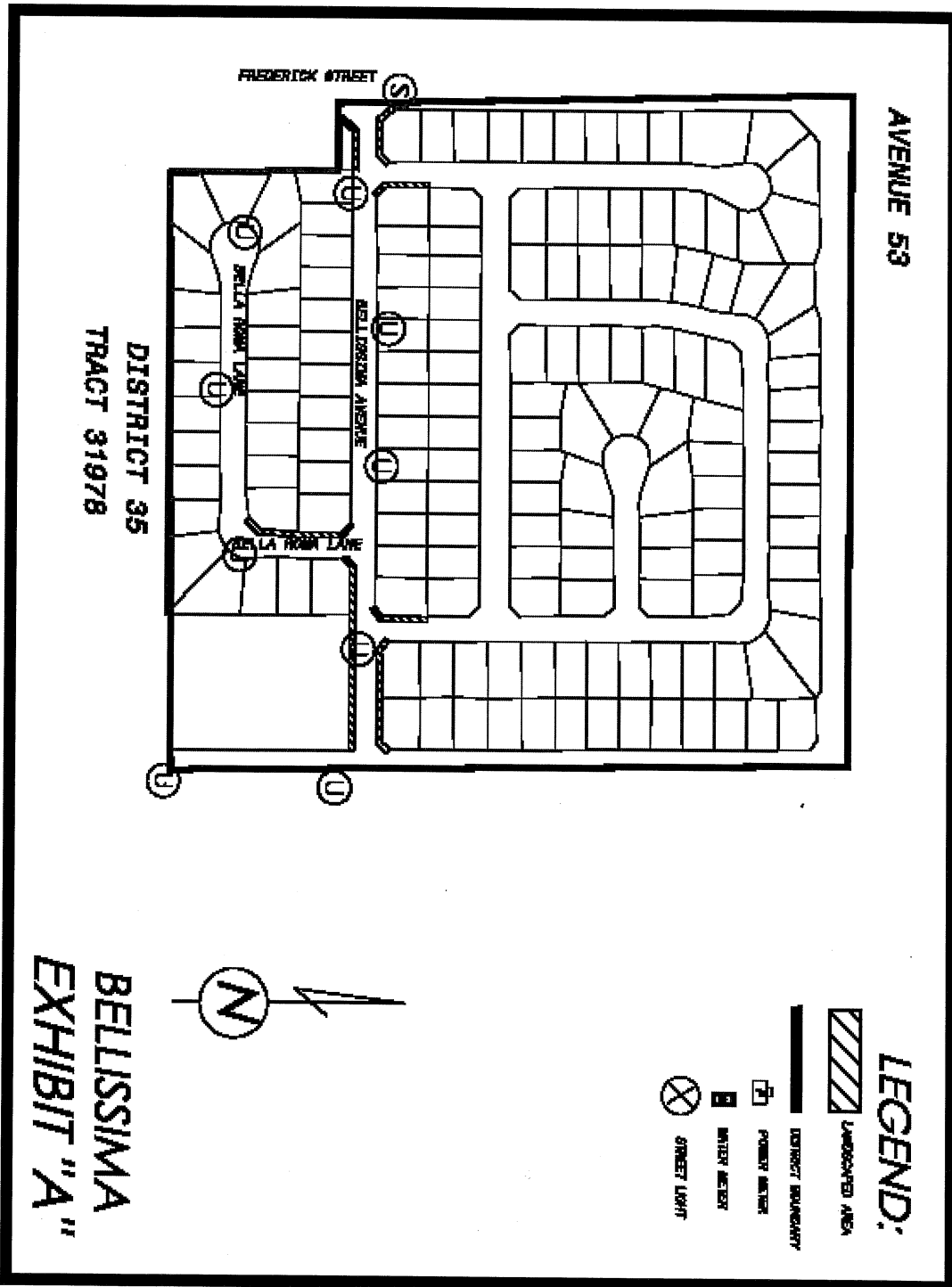


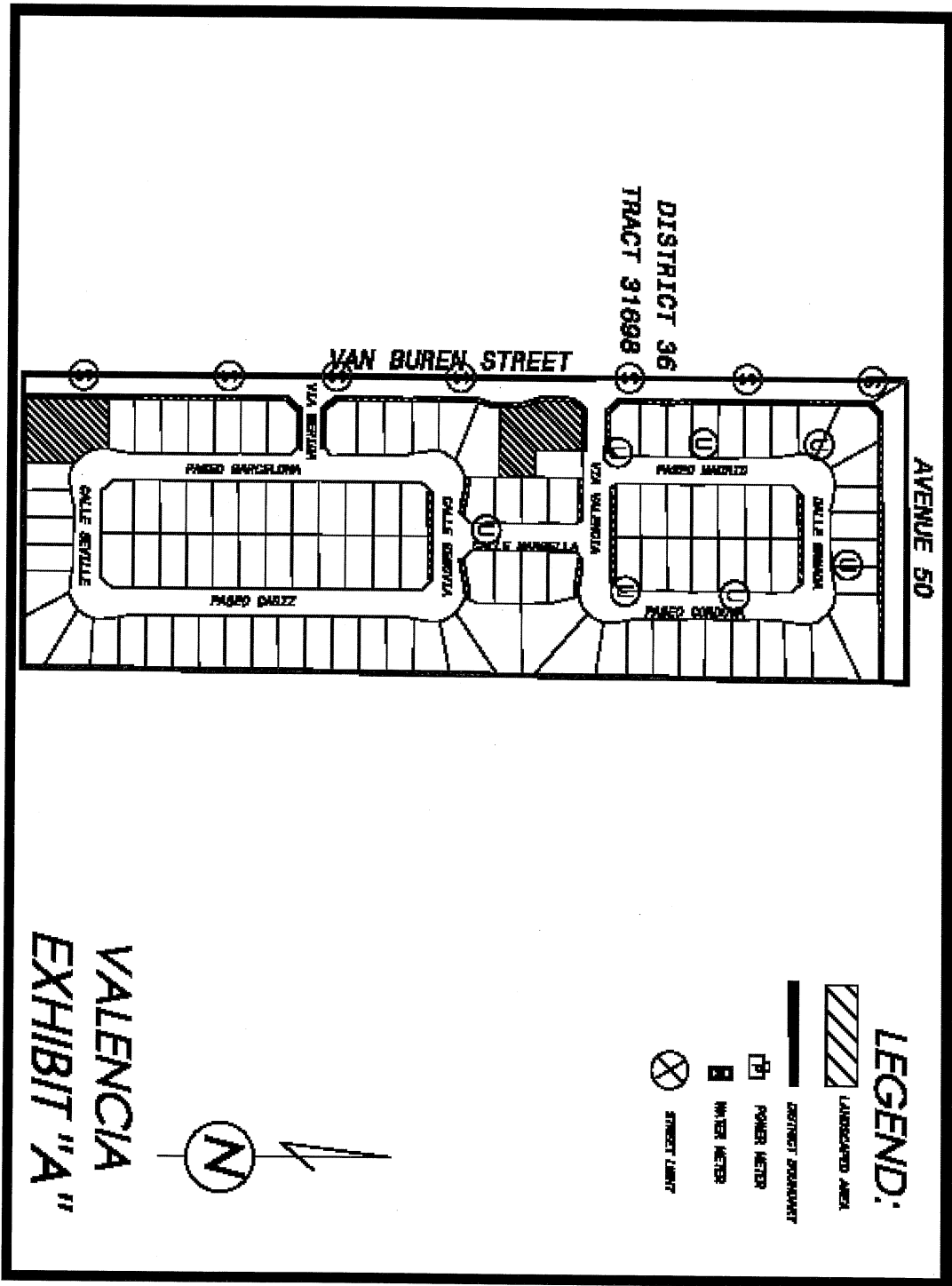


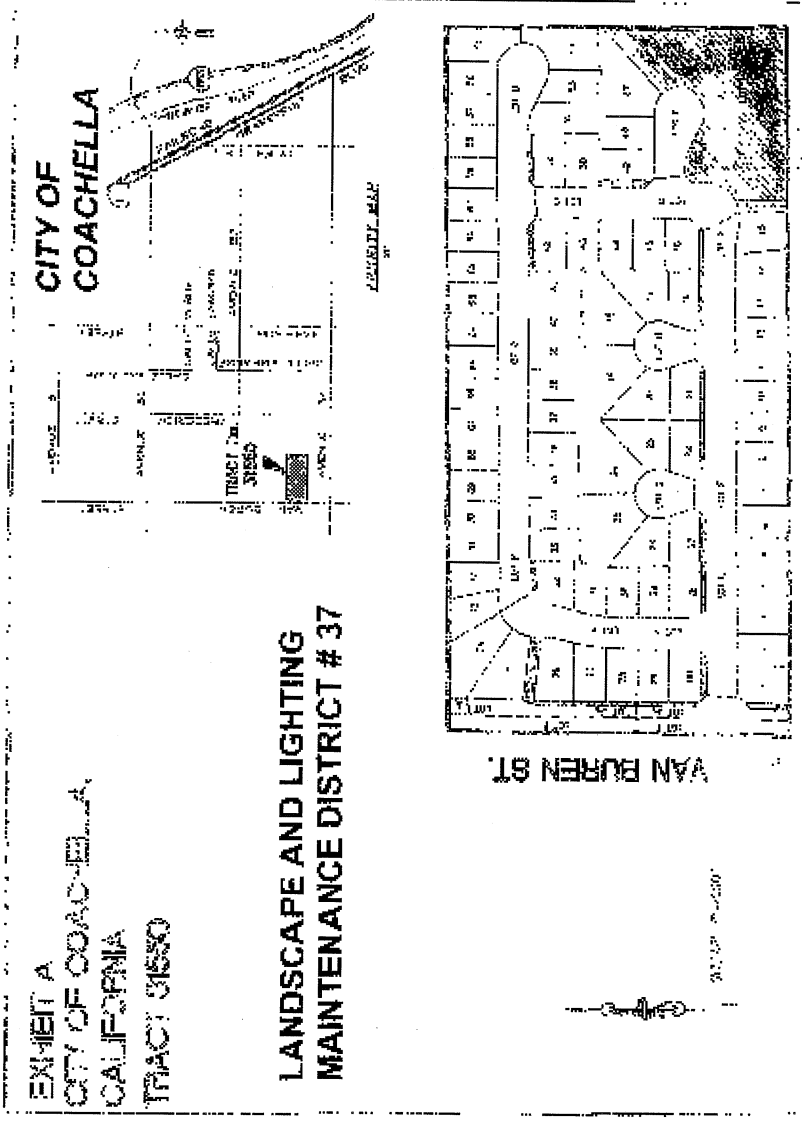








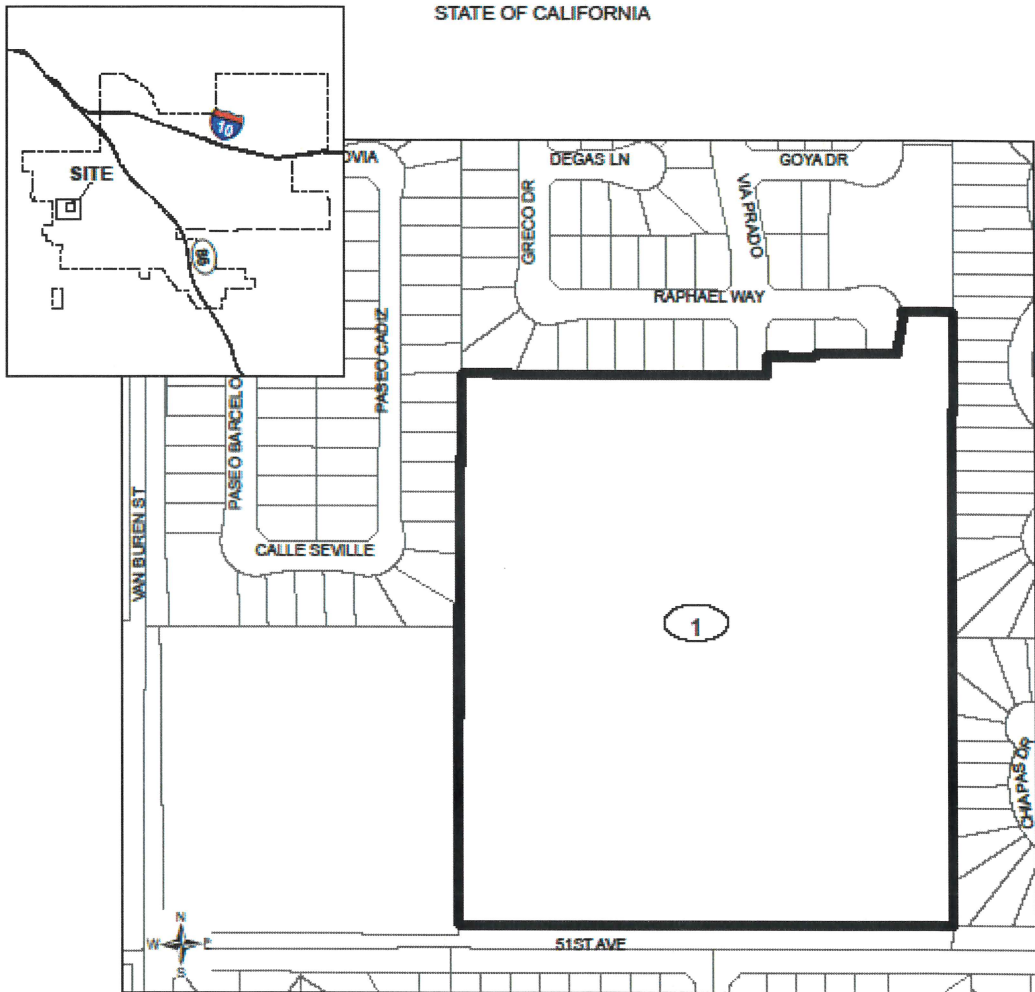




**PROPOSED BOUNDARIES OF CITY OF COACHELLA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 39**

SITE LOCATION

CITY OF COACHELLA
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend
 DISTRICT BOUNDARY
 MAP REFERENCE NUMBER

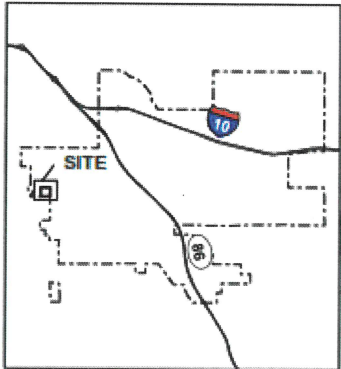
| MAP REFERENCE NUMBER | ASSESSOR'S PARCEL NUMBER |
|----------------------|--------------------------|
| 1 | 768-050-002 |



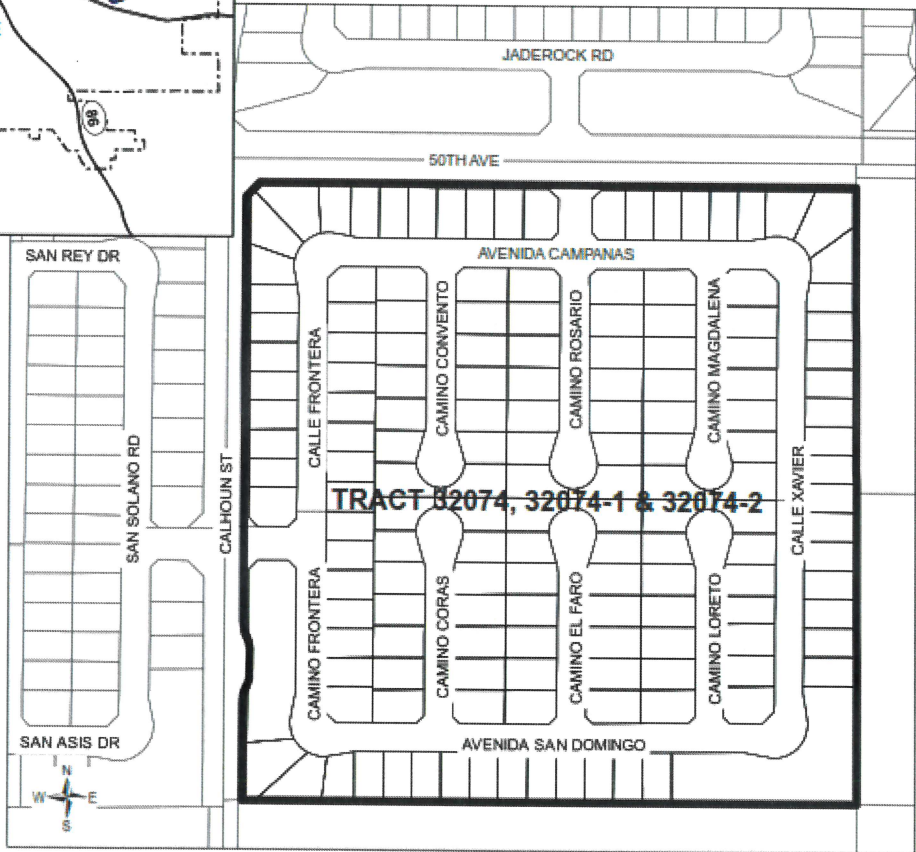
REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**PROPOSED BOUNDARIES OF CITY OF COACHELLA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 40
(MARPOSA POINTE-TRACT 32074, 32074-1 & 32074-2)**

SITE LOCATION



CITY OF COACHELLA
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend
[Thick black line symbol] DISTRICT BOUNDARY



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



APPENDIX B – 2022/2023 PRELIMINARY ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the Districts, shall be the parcel as shown on the County Assessor Parcel Maps and/or the Riverside County Secured Tax Roll for the year in which this Report is prepared.

Non-assessable lots or parcels may include government owned land; public utility owned property, land principally encumbered with public right-of-way's or easements and dedicated common areas. These parcels will not be assessed.

A listing of parcels within the Districts, along with the proposed assessment amounts, have been submitted to the City Clerk, and by reference, are made part of this Report.

Upon approval of the Report, and confirmation of the assessments, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll in Fiscal Year 2022/2023. If the parcels or assessment numbers within the Districts and referenced in this Report, are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this Report by the City Council.