

## **AGENDA**

## OF A REGULAR MEETING OF THE

## CITY OF COACHELLA

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

## **September 13, 2023** 5:00PM - CLOSED SESSION 6:00 PM - REGULAR MEETING

**In-Person Meeting** Location:

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

Coachella City Hall Council Chamber 1515 Sixth Street

Coachella, CA

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

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

Or Telephone:

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

**Passcode:** 606140

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

abajo de la pantalla

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

## 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.

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

## **ROLL CALL:**

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

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

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

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

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

Title: City Manager

Title: City Attorney

2. 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

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)

One (1) Potential Case

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

#### PLEDGE OF ALLEGIANCE:

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

#### PROCLAMATIONS/PRESENTATIONS:

- 4. Center for Employment Training (CET) Presentation of Services
- 5. Proclamation Presented to Javier Figueroa
- 6. Presentation by RAICES Cultura on All Children Thrive California Youth Development and Policy Work in the City of Coachella
- 7. Bagdouma and Veterans Memorial Parks Amenity Recommendations
- 8. Proclamation for Suicide Prevention Month

- 9. Presentation by Raftelis for the Utilities Departments
- 10. Proclamation Recognizing Staff for their Service and Dedication Safety of The City of Coachella

## **WRITTEN COMMUNICATIONS:**

## **CONSENT CALENDAR:**

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

- 11. Regular Meeting Minutes of July 26, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 12. Special Meeting Minutes of August 7, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 13. Special Meeting Minutes of August 23, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 14. Adopt Ordinance No. 1206 City of Coachella Objective Design Standards for Multi-family Residential and Mixed-Use development Zoning Ordinance Amendment No. 22-04 is a Proposal to Amend Coachella Municipal Code Title 17, Zoning, Adopting Objective Design Standards for Multi-family Residential Development to apply to G-N General Neighborhood, U-N Urban Neighborhood, DT-PV Downtown Pueblo Viejo, DT-PV Transition, U-E Urban Employment and Neighborhood Commercial zones.(Second Reading)
- <u>15.</u> Professional Service Agreement with Heptagon Seven to develop final Plans, Specifications and Engineer's Estimates for a Roundabout at Avenue 53 and Calle Empalme.
- 16. Addition Work Request (AWR) #1 for Engineering and Landscape Services associated with the Avenue 53 Tot Lot.
- 17. Investment Report for May and June, 2023
- 18. Authorize the City Manager to Execute Professional Services Agreements with Willdan, Interwest, and 4 Leaf, Inc. for Building Department Services
- 19. Award Amendment No. 1 to Construction Agreement with WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122, in the Amount not to Exceed \$150,000
- <u>20.</u> Authorize the City of Coachella's Tacos, Tequila and Chavelas Festival Beer Garden Operation on October 21, 2023 at Veterans Memorial Park from 4 pm to 8 pm

21. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-2023 and FY 2023-2024 Expenditures as of September 13, 2023, \$8,506,206.42

## NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- 22. Sponsorship of Run With Los Muertos Event:
  - a) Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2023 Run With Los Muertos Event; and
  - b) Approval for operation of a beer garden on November 4, 2023 in Downton Sixth Street from 4:00 pm to midnight.
- 23. Approve Amendment No. 1 to Vintage Landscape to allow for Repair of Landscape Improvements at Rancho Las Flores Park Increasing Compensation of Agreement by an Additional \$150,000
- 24. Provide Staff Direction for the 2023 Hometown Heroes Honorees
- 25. Adopt Resolution No. 2023-62 Authorizing the City Manager to Submit an Application to the Strategic Growth Council for the Community Resilience Centers Implementation Grant Program in the Amount of Ten Million Dollars (\$10,000,000) and Approve the Collaborative Stakeholder Structure, the Draft Partnership Agreement, and Execute All Related Grant Documents

## SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY:

26. Resolution No. SA-2023-01, Approving the Last and Final Recognized Obligation Payment Schedule (LFROPS)

## PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

27. City of Coachella 6th Cycle Housing Element General Plan Amendment No. 21-02 and Environmental Assessment No. 22-03 for Consideration of the City of Coachella 6th Cycle Housing Element for 2021-2029. City-Initiated

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

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

## **REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

## **ADJOURNMENT:**

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

# CITY OF COACHELLA CALIFORNIA

Proclamation,

**WHEREAS,** a lifelong resident and proud CV High School graduate Javier Figueroa began serving the Parks and Recreation Commission on June 26, 2019; and

WHEREAS, Javier served as a coach in the Coachella Youth Baseball & Softball Association (CYBSA) and has demonstrated his service to the community; and

**WHEREAS**, during Javier's tenure on the Parks and Recreation Commission he, was instrumental in resolving conflicts pertaining to field use requests by local sports leagues. He focused on ensuring community access and equitable allocation of park spaces; and

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

WHEREAS, Javier remains an advocate of Coachella's parks and is excited to see the expansion of its park acreage as Coachella was a recipient of \$8.5 million in State Prop 68 grants funds.

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

## Javier Figueroa

and urge all citizens of the City of Coachella to thank him for serving on the Parks and Recreation Commission.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 13<sup>th</sup> day of September, 2023.

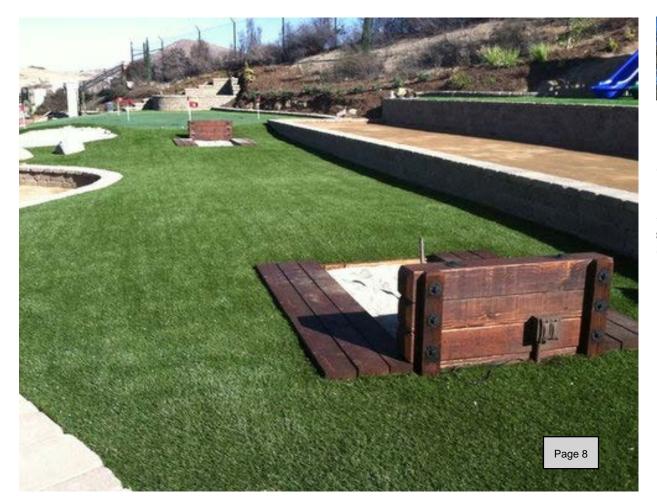
Steven A. Hernandez, Mayor City of Coachella, California



# Landscape and Park Amenity Recommendations

Bagoudma, Veterans Memorial Park, City Hall

# Bagdouma Park - Horseshoe Pits Proposed





- Construction Costs = \$15k \$25k
- Total Sets = 4 6
- Maintenance Costs = \$1k annually

# Veterans Memorial Park - Flags

Existing Flags:

US, POW, Army, Marine Corps, Navy, CA, Coachella Missing Flags:

Space Force & Coast Guard



## City Hall Small Fountain

Existing - Out of Service due to vandalism



Proposed - Decorative Fountain Style Planter



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# CITY OF COACHELLA CALIFORNIA

Proclamation,

**WHEREAS,** in 2021, suicide was the 11th leading cause of death in the United States and the 2nd leading cause of death among individuals between the ages of 10 to 44; and

**WHEREAS,** in the United States in 2021, there were an average of 132 suicides per day, resulting in over 48,000 suicides (Centers for Disease Control); and

WHEREAS, the stigma associated with mental health conditions and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide loss and people with lived experience of suicide; and

WHEREAS, everyone has a role to play in preventing suicide and can learn suicide risks and warning signs and encourage those who struggle to seek help; ; and

WHEREAS, organizations such as The American Foundation for Suicide Prevention envision a world without suicide, and are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy and resources for those who have lost or struggle; and

WHEREAS, everyone has a role to play in preventing suicide and can learn suicide risks and warning signs and encourage those who struggle to seek help.

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

## Suicide Prevention Week,

and urge all citizens of the City of Coachella to promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed current coping abilities of someone suffering from a mental health condition.

**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 13<sup>th</sup> day of September 2023.

Steven A. Hernandez, Mayor City of Coachella, California

## CITY OF

# Coachella

**Utility Operations Staffing Study** 

Project Report / September 2023



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September 8, 2023

Bill Pattison Finance Director City of Coachella 53-990 Enterprise Way Coachella, CA 92236

**Subject: Utility Operations Staffing Study** 

Dear Mr. Pattison:

Raftelis is pleased to provide its Report on the Utility Operations Staffing Study of the City of Coachella Utilities Department. Providing utility services helps to preserve the health, environment, and prosperity of the community. They are critically important; providing them efficiently and effectively ensures that customers get high value. It is commendable that the City has commissioned this assessment to build upon an already strong foundation. We believe that it will help the organization have continued success in addressing the community's needs going forward.

This assessment evaluates the Utilities Department's water and wastewater operations and identifies opportunities to enhance efficiency and effectiveness. It summarizes Raftelis' analysis of staffing resources, organizational structures, technology, asset management, and related areas to develop recommendations.

Coachella is fortunate to have a Utilities Department that is staffed with people who care deeply about the community, are passionate about the environment, and committed to meeting customer expectations. There is a great deal of good work being done, and the recommendations in this report are intended to build upon and enhance these efforts.

Thank you for the opportunity to assist the City of Coachella. Please don't hesitate to contact us at any time.

Sincerely,

Scott Parker

Senior Manager

Sall Park

Rebekka G. Hosken

Rebella S. Grahe

Senior Manager

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## **Executive Summary**

The City of Coachella commissioned Raftelis to complete a study of the City's Utilities Department to determine appropriate staffing levels under optimal performance conditions, as well as identify opportunities to enhance organizational efficiency and effectiveness. The recommendations in this report build upon the Department's strengths, especially its impressive professional staff who take pride in providing high levels of service to the Coachella community. Raftelis used a combination of techniques to assess the Utilities Department staffing levels, organizational structure, and operational circumstances, including comparing Coachella's utility operations to national and local peer utilities in southern California and gauging the effectiveness of various Utilities Department activities compared with industry best practices. Finally, we relied on our experience working with over 1,200 utilities of all sizes both in California and around the country.

The Utilities Department faces several challenges in delivering efficient and effective service; most importantly, low authorized staffing levels paired with significant employee turnover relative to the scope and scale of work undertaken by the department. As a result, some employees that remain are facing burnout. Additionally, like many utilities across California, Coachella competes with both neighboring municipalities and special utility districts for qualified staff and has experienced high levels of employee turnover. Backfilling these roles is especially difficult in the water and wastewater industry given the licenses required for many positions. This makes employee retention a high priority.

While filling current vacancies, particularly in the Water Authority, would likely boost productivity and morale, this report recommends that the Department needs additional positions in several areas to begin conducting proactive maintenance activities in accordance with industry best practices. Coachella currently performs little preventative maintenance (PM) or predictive maintenance on the City's water and wastewater infrastructure. An increasing number of pipeline leaks and other asset failures force staff to spend their time reacting to pressing operational needs and limits their capacity to operate proactively, which poses considerable financial and operational risks going forward. Although the Department has shown resilience by continuing to deliver the current level of service in the face of these challenges, it will likely struggle to sustain that standard if these issues are not proactively addressed.

There are also various technological and resource challenges impacting operational efficiency. Examples include the presence of a significant number of water meters which cannot be accurately read via radio signal and require time-consuming manual reads. The Department also does not consistently record maintenance information, limiting its ability to use data to set maintenance and capital planning priorities. Lack of heavy equipment and staff to run that equipment makes addressing operational failures, like main breaks, more difficult than would be the case if there were dedicated resources available. While the City's Utilities staff do an excellent job minimizing the impact of these challenging circumstances, they must be addressed to sustain the high quality of service customers have come to expect.

To address the challenges listed above, Raftelis recommends both adding new positions in key operational areas and enhancing maintenance through greater utilization of progressive maintenance practices. Additionally, several recommendations propose ways to increase operational efficiency and effectiveness. The following table summarizes the list of recommendations proposed in this report.

## **Table 1: List of Report Recommendations**

Number	Recommendation
1	Create a Chief Treatment/Distribution Operator position in the Water Authority to increase management capacity.
2	Add a full-time Equipment Operator position to support Water and Sanitary maintenance activities.
3	Add three full-time treatment and/or distribution operator positions in the Water Authority.
4	Utilize temporary staff to perform meter reads until the transition to AMI is complete.
5	Add up to four full-time treatment and/or collections operator positions in the Sanitary District and build a dedicated Sanitary collections crew.
6	Move toward an asset management-based approach to infrastructure management.
7	Implement a rolling replacement budgeting cycle for equipment to perform preventative maintenance.
8	Conduct a focused compensation study of neighboring utilities including municipal and special utility districts.
9	Upgrade and expand the SCADA network that allows staff to remotely monitor the water and wastewater systems.
10	Add one full-time SCADA/Instrumentation Technician position to program and maintain the Department's SCADA communications network.
11	Conduct a critical spares exercise to identify critical spare parts and components needed for operational equipment in both water and wastewater and then contract with a parts supplier to order and deliver commonly needed parts and components for water and sanitary assets.

## Introduction

## **Background and Methodology**

In September 2022, the City of Coachella engaged Raftelis to conduct a staffing study of the City's Utilities Department. The goal of the study is to assess if the Department has the appropriate staffing levels and structure to achieve its current and future goals. This assessment also includes a review of the Department's major functions and processes to identify opportunities to improve organizational workflows.

Raftelis conducted a kick-off meeting for the study in November 2022 with the Assistant to the City Manager, Finance Director, Utilities Director, Sanitary Superintendent, Water Superintendent, collective bargaining representatives, and consultant team. The purpose of this meeting was to discuss the scope of the project, the City's objectives, and to finalize the project schedule. Raftelis then submitted a data request to collect background information about various topics, including organizational structures, operations, and staffing elements. Raftelis reviewed numerous documents provided by the City, including:

- Organizational Charts
- Budget documents and Capital Improvement Plan (CIP)
- Staffing and personnel data
- Maintenance schedules and data
- Water production and wastewater collection data
- Standard Operating Procedures (SOPs)

To perform this study, individual interviews were conducted with the City's Finance Director and five members of the Utilities Department's leadership team. Group interviews were also conducted with staff from the Department's different functional areas. Raftelis also visited the major water and wastewater treatment facilities to gain an understanding of their condition, as well as speak to staff about operations and maintenance practices. These tours included additional conversations with supervisory personnel and discussions with front line staff. After the visits, follow-up meetings and emails occurred with staff to clarify our understanding of the information provided, ask additional questions, and to discuss organizational structure and staffing options.

## **About the Coachella Utilities Department**

As a full-service municipality, Coachella provides water and sanitary wastewater service to over 46,000 people across a 32 square mile service area. The Utilities Department provides for the treatment and distribution of potable water to over 9,000 residential, commercial, and industrial water service connections, as well as the collection, treatment, and disposal of wastewater from more than 8,000 wastewater service connections. The City's principal water supply is local groundwater pumped from six City-owned and operated wells, producing approximately 6.4 million gallons per day (MGD) of potable water distributed via 120 miles of pipeline. The sanitary system is comprised of one wastewater treatment plant designed to treat up to 4.5 MGD of wastewater to secondary standards, before being discharged into the Coachella Valley Stormwater Channel. The sanitary collection system that conveys wastewater from customers to the treatment plant consists of 90 miles of pipelines, two sewage pump stations, and over 1,600 manholes.

#### **STRUCTURE**

The Utilities Department is organized into three key functions: Administration, Water Authority (Water), and Sanitary District (Sanitary). The Department's approved 2023 staffing level is 17.0 full-time equivalents (FTEs), including 3.0 Administration FTEs, 7.00 Water FTEs, and 7.00 Sanitary FTEs. The Water Authority consists of one

Water Superintendent who manages a team of six staff positions. The Sanitary District is overseen by a Sanitary Superintendent and one Chief Treatment/Collections Operator, who directly supervises five staff and reports to the Superintendent. The following figure outlines the Department's organizational structure in FY2023.

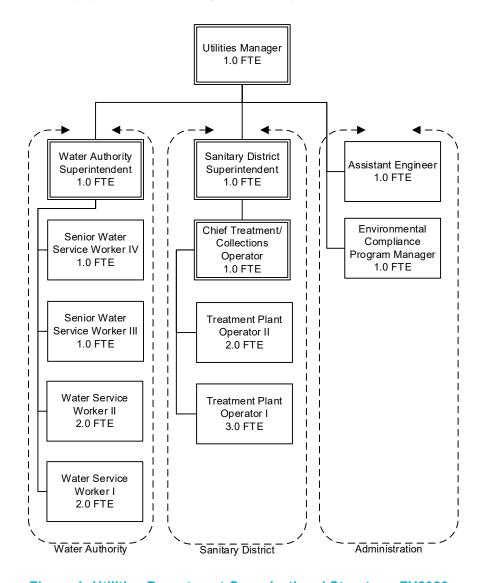


Figure 1: Utilities Department Organizational Structure, FY2023

An Administrative Assistant II position located in the Public Works Department provides approximately 25% support to the Utilities Department. An Environmental Compliance Inspector position in Administration has been shown in the Department's budget but has not been filled nor funded.

#### **CORE SERVICES MATRIX**

The following table provides an overview of core services provided by the Utilities Department; it is not meant to be all-inclusive, but a summary of the main services provided by Utilities staff.

**Table 2: Utilities Department Core Services** 

Department Function	Program Area	Activities and Service Levels
Administration	Executive Management	<ul> <li>Oversee Departmental operations to ensure service level expectations are met</li> <li>Communicate operational updates to City Manager, City Council, and stakeholders</li> <li>Participate in regional environmental initiatives</li> </ul>
	Regulatory Compliance	<ul> <li>Track, manage, and report Departmental activities in accordance with applicable regulations</li> </ul>
	Project/Contract Management	<ul> <li>Oversee all contracts with third party vendors</li> <li>Ensure all projects are delivered on-time and within budget</li> </ul>
Design & Construction	Capital Improvement Plan (CIP) Implementation	<ul> <li>Provide engineering expertise and support to capital projects</li> <li>Develop maintenance schedules and plans for lateral and vertical infrastructure</li> </ul>
Water Treatment	Water Treatment	<ul> <li>Operate the City's six active groundwater wells</li> <li>Conduct regular water quality tests to ensure water meets acceptable drinking standards</li> <li>Inspect and maintain wellhouses and pump stations</li> </ul>
Water Distribution	Water Distribution	<ul> <li>Conduct maintenance of water mains, valves, and hydrants</li> <li>Respond to water line breaks and leaks</li> <li>Perform flushing of water mains to ensure water quality</li> </ul>
Wastewater Treatment	Wastewater Treatment	<ul> <li>Operate the City's wastewater treatment plant and perform maintenance and repairs as needed</li> <li>Inspect and maintain lift stations</li> </ul>
Wastewater Collection	Wastewater Collection	<ul> <li>Conduct regular maintenance of sewer mains including televising and cleaning</li> <li>Respond to sanitary sewer overflows and blockages</li> </ul>

#### **STAFFING**

Full-time administration and operations and maintenance (O&M) staffing has increased by 6% between FY2018 and FY2023, or a net increase of 1.0 FTE. This total does not account for the Utilities Department's overhead allocations from other internal service departments within the City or shared positions. While staffing levels have remained stable in the Sanitary District during that time span, Administration dropped and then returned to the FY18 level with no net increase in positions, and the Water Authority added 1.0 FTE. The following table shows budgeted and approved staffing levels by division for the last six fiscal years.

Table 3: Utilities Department Authorized Staffing Level, FY2019 – FY2023

Division	FY2018 Budget	FY2019 Budget	FY2020 Budget	FY2021 Budget	FY2022 Budget	FY2023 Budget	Percent Change FY2019 – FY2023
Administration	3.00	2.00	2.00	2.00	2.50	3.00	0%
Water Authority	6.00	6.00	6.00	6.00	6.00	7.00	17%
Sanitary District	7.00	7.00	7.00	7.00	7.00	7.00	0%
Total	16.00	15.00	15.00	15.00	15.50	17.00	6%

It should be noted that the Department has experienced numerous vacancies in recent years. While the Water Authority has 7.00 authorized positions, at the time of this review, only three positions (including the Superintendent) were filled. Staffing is supplemented by part-time temporary workers. Vacancies and staff retention are having a significant negative impact upon the Department's ability to complete planned work.

#### FINANCIAL CONDITION

As is appropriate per government accounting standards, both the Water Authority and Sanitary District are accounted for as Enterprise Funds in the City's books. Enterprise Funds are self-supporting funds that sell goods and services to the public for a fee and are considered business-type activities.

In summary, both funds are healthy and have revenues exceeding expenditures. The net position for both funds has been improving from past years; in fact, the City has resources available to further invest in the utilities as shown below.

## **Water Authority Fund**

A review of the City's most recent Annual Comprehensive Financial Report (ACFR) for fiscal year ending June 30, 2022, shows that the Water Authority had an increase in net position of \$3,682,247 for FY2022. Table 4 below shows Water Authority revenues by category from FY2019 to FY2023.

Table 4: Water Authority Fund Revenues by Category, FY2019 – FY2023

Category	FY2019 Actual	FY2020 Actual	FY2021 Actual	FY2022 Estimated	FY2023 Budget	Percent Change FY2019 – FY2023
Utility Service Revenue	\$6,221,940	\$5,991,611	\$6,370,803	\$6,851,756	\$6,200,000	-0.35%
<b>Connection Fees</b>	\$19,670	\$22,474	\$795,862	\$21,461	\$592,500	2912.20%
Ground Water Replenishment	\$433,729	\$437,331	\$459,736	\$502,319	\$550,000	26.81%
Other Charges for Service	\$165,131	\$97,450	\$43,557	\$64,020	\$115,000	-30.36%
Investment	\$162,734	\$218,918	(\$10,683)	(\$214,583)	\$0	-100.00%
Intergovernmental Revenues	\$154,666	\$65,224	\$92,011	\$196,863	\$100,000	-35.34%
Total Revenues	\$7,157,870	\$6,833,008	\$7,751,286	\$7,421,836	\$7,557,500	5.58%

As can be seen, most revenues are stable, with the most variability in connection fees and investment income and with an overall increase of 5.58% from FY2019 actuals to FY2023 budget.

Table 5 below details Water Authority Fund expenditures by category for the last five years.

Table 5: Water Authority Fund Expenditures by Category, FY2019 - FY2023

Category	FY2019 Actual	FY2020 Actual	FY2021 Actual	FY2022 Estimated	FY2023 Budget	Percent Change FY2019 – FY2023
Operating Costs	\$2,200,430	\$2,622,740	\$2,659,613	\$2,796,019	\$3,309,825	50.42%
<b>Administrative Costs</b>	\$1,518,447	\$2,031,019	\$1,975,145	\$1,904,069	\$1,943,480	27.99%
Depreciation & Amortization	\$1,300,348	\$1,300,348	\$1,300,348	\$1,400,000	\$1,200,000	-7.72%
Debt Service	\$483,642	\$483,642	\$483,642	\$556,655	\$509,437	5.33%
Transfers Out	\$618,502	\$618,502	\$618,502	\$601,436	\$793,115	28.23%
Total Expenditures	\$6,121,369	\$7,056,251	\$7,037,250	\$7,258,179	\$7,755,857	26.70%

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Expenditures were more variable. Budgeted operating costs increased by 50% over FY2019 and transfers out increased by 28.23%. Operations increases included budgeting for replacement of vehicles and increasing costs of energy and staff salaries and overtime.

The fund's total net position, the sum of all previous positive and negative annual changes to the bottom line, of \$28,978,383 includes \$5,3437,463 in unrestricted net position or "reserves" available for use without restriction. The Government Accounting Standards Board (GASB) suggests a reserve level of 90 days' (three months) of operating expenses. For the Water Authority, this would equal \$861,584 (25% of annual operating expenses of \$3,446,336). The Water Authority's unrestricted reserves of \$5,347,463 are well above this amount and, in fact, are 155% of annual operating expenditures. FY2022 saw both an increase in operating revenues and a decrease in expenses, a large portion of which was due to the reduction of pension liability and associated expense. The City issued pension obligation bonds in 2020 to pay down the City's pension liability.

Transfers out, which typically reimburse the City's General Fund for the use of administrative staff such as legal, finance, or human resources personnel who support the utilities, were budgeted at \$793,115 for FY2022-23 for the Water Authority, which is equivalent to 24.0% of Water Authority costs. In our experience, this is on the high end; as a point of comparison, the transfers out of other nearby municipal utilities for FY2022 are equal to 4.6% of expenditures for the City of Oceanside, 1.1% for the City of Redlands, and 1.1% for the City of Norco.

#### **Sanitary District Fund**

A similar review for the Sanitary District shows a positive change in net position of \$4.1 million. FY2022 saw both an increase in operating revenues and a decrease in expenses, a large portion of which was due to the reduction of pension liability and associated expense. The City issued pension obligation bonds in 2020 to pay down the City's pension liability.

Table 6 below shows Sanitary District Fund revenues by category for the last five years.

**Percent** FY2022 FY2023 Change FY2020 Actual FY2019 Actual FY2021 Actual Category FY2019 -**Estimated Budget** FY2023 General \$160,000 \$99,000 -46.13% \$183,787 \$178,215 \$172,514 Revenue Connection \$930,000 \$922,500 \$616,377 \$729,354 \$1,036,778 49.66% **Fees Utility Service** \$5,866,814 \$5,969,661 \$6,657,982 \$6,050,000 \$5,850,000 -0.29% Revenue Investment (\$29,976)\$47,911 (\$1,223)\$22,702 \$17,027 -156.80% Income Other \$0 \$42,966 \$69,372 \$0 \$0 0.00% Revenues Transfers In \$219.675 \$0 \$0 \$0 \$0 -100.00% Total \$6,856,677 \$6,968,107 \$7,935,423 \$7,162,702 \$6,888,527 0.46% **Expenditures** 

Table 6: Sanitary District Fund Revenues by Category, FY2019-FY2023

Table 7 below details Sanitary District Fund expenditures by category for the last five years.

Table 7: Sanitary District Fund Expenditures by Category, FY2019-FY2023

Category	FY2019 Actual	FY2020 Actual	FY2021 Actual	FY2022 Estimated	FY2023 Budget	Percent Change FY2019 – FY2023
Operating Costs	\$1,981,881	\$2,134,986	\$2,208,431	\$2,677,555	\$2,485,408	25.41%
<b>Administrative Costs</b>	\$1,491,828	\$1,447,857	\$1,746,257	\$1,610,687	\$1,404,994	-5.82%
Depreciation & Amortization	\$1,390,971	\$1,389,501	\$1,394,418	\$1,500,000	\$1,450,000	4.24%
Debt Service	\$650,684	\$612,591	\$606,339	\$666,879	\$614,964	-5.49%
Transfers Out	\$570,968	\$779,701	\$941,259	\$945,811	\$798,920	39.92%
Total Expenditures	\$6,086,332	\$6,364,636	\$6,896,704	\$7,400,932	\$6,754,286	10.97%

Expenditures increased by 10.97% over 2019. Operating costs increased by 25%, including the costs of energy and employee salaries and overtime. Transfers out increased by 39.92% over 2019. The Sanitary Fund total net position of \$21,514,454 includes \$6,269,887 in unrestricted net position or "reserves" available for use. A reserve level of 90 days (three months) of operating expenses for the Sanitary District would equal \$515,745 (25% of operating expenses of \$2,062,980). The Sanitary District's unrestricted reserves of \$6,269,887 are well above this amount and, in fact, are 304% of annual operating expenditures.

Transfers out, which typically reimburse the City's General Fund for the use of administrative staff such as legal, finance, or human resources personnel who support the utilities, were \$798,920 for the Sanitary District, which is equivalent to 32.1% of operating costs.

The Sanitary District Fund's health improved significantly between FY2021 and FY2022, from having a *negative* \$1.2 million unrestricted net position to a positive \$6.3 million, due to a combination of factors. First, the City eliminated significant pension liabilities and expenses by issuing a pension obligation bond. Second, \$6.2 million in restricted net position for capital projects in FY2021 became unrestricted in FY2022; the nature of this change is unknown but contributed to the large increase in unrestricted net position for the year.

## **Peer Benchmarking**

To inform this study, the City of Coachella identified five utility organizations in southern California to use as peers for benchmarking comparisons. These organizations are the Coachella Valley Water District, Indio Water Authority, Mission Springs Water District, City of Redlands, and Desert Water Agency. These peer organizations were chosen based on their similar traits to Coachella, such as proximity, environmental conditions, services provided, or size. Data from peer organizations came from publicly available sources such as adopted budgets, water quality reports, and organization websites. Table 8 below provides organizational information about each benchmark utility including total staffing, services provided, customer accounts, and water and wastewater volume.

Utility	Governance	Services Provided	Water O&M FTEs	Wastewater O&M FTEs	Water Customer Accounts	Wastewater Customer Accounts
City of Coachella	Municipality	Water, Wastewater	7.25	7.25	9,080	7,472
Mission Springs WD	Authority	Water, Wastewater	10.49	13.51	13,480	9,364
Indio Water Authority	Municipality	Water	24.00	N/A	24,895	N/A
Desert Water Agency	Authority	Water	34.00	N/A	23,000	N/A
City of Redlands	Municipality	Water, Wastewater	40.00	22.00	22,639	18,000
Coachella Valley WD	Authority	Water, Wastewater	134.15	133.85	112,180	98,351

**Table 8: Peer Organization Information** 

It is important to note that the number of FTEs shown for each organization focuses on operations and maintenance staffing levels for water and wastewater operations. These O&M functions include water and wastewater treatment, distribution/collections, facility maintenance, and meter reading. Administrative and support services positions, such as finance, human resources, information technology, and others, were not included in the scope of this benchmarking analysis.

In addition to the services provided, O&M staffing levels, and number of customer accounts, this analysis also compared peer utilities' operational statistics to Coachella. These statistics include the number of groundwater wells, wastewater treatment plants, average daily potable water production and wastewater influent collected, and miles of pipelines. The following table outlines these statistics for each peer organization.

Ave. MGD Wastewater Ave. MGD Groundwater **Drinking** Miles of Miles of Utility **Treatment** Wastewater **Water Main** Wells Water Sewer Main **Plants** Collected **Treated** 6 **City of Coachella** 1 6.41 2.93 120 90 **Mission Springs WD** 13 2 7.14 2.00 237 125 **Indio Water Authority** 20 N/A 18.00 N/A 347 N/A City of Redlands 28 1 29.32 4.0 384 247 N/A 392 **Desert Water Agency** 29 N/A N/A N/A Coachella Valley WD 95 5 83.50 16.66 2,032 1,162

**Table 9: Peer Organization Operational Statistics** 

In general, benchmarking attempts to use a variety of metrics to piece together a picture of how utilities compare. Given the unique operational circumstances and environments of each utility organization, however, true apples-to-apples comparisons are elusive. The most universal of these metrics is the number of customer accounts per FTE

utility employee, which are shown in the following two figures that present the water customer accounts per water FTE and sewer customer accounts per sewer FTE.

Figure 2 shows the number of water accounts per FTE. Coachella has 1,252 accounts per water FTE, which is 42% higher than the benchmark organization average. While having more water accounts per water employee compared to peers may indicate high levels of organizational efficiency, this does not appear to be the case in Coachella. A more likely explanation is that the Utilities Department is understaffed relative to its responsibilities. One would expect a smaller utility organization, like Coachella, to have fewer accounts per FTE than their larger peers, which typically benefit from economies of scale.

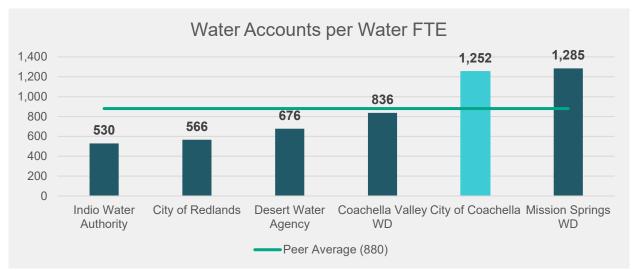


Figure 2: Water Customer Accounts per Water FTE

Figure 3 shows the number of wastewater accounts per wastewater FTE. Coachella has 1,031 accounts per Sanitary FTE, which is 38% higher than the peer average. Similar to the previous measure, having more wastewater accounts per wastewater employee compared to peers is not necessarily an indication of greater operational efficiency. In the case of Redlands, which operates a much more complex membrane bioreactor wastewater treatment plant that treats effluent to tertiary standards, the comparatively high number of accounts per FTE could indicate a commendable level of efficiency. In the case of Coachella, which treats effluent to secondary standards, a probable explanation for the high number of accounts per FTE is that the Sanitary District is understaffed compared to its peers.

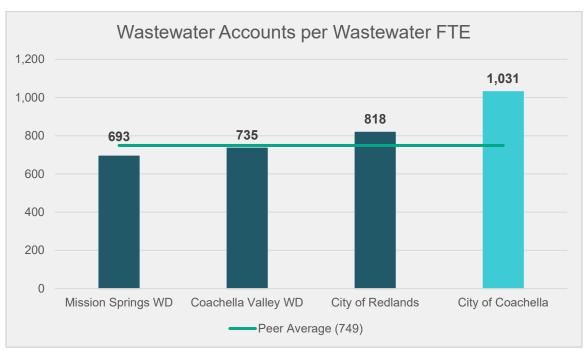


Figure 3: Sewer Customer Accounts per Sewer FTE

Another metric used to measure staffing levels is MGD of water produced or wastewater collected per FTE. Figure 4 shows that Coachella produces an average of 0.38 MGD per water employee, which is 48% less than the benchmark average. However, this is in line with expectations for a utility the size of Coachella's, which does not benefit from the same economies of scale that its larger peers do. For instance, Coachella has six active groundwater wells with a total capacity of 16.5 MGD, while most of the benchmark organizations have dozens of wells and substantially higher production to meet the needs of their larger service populations.

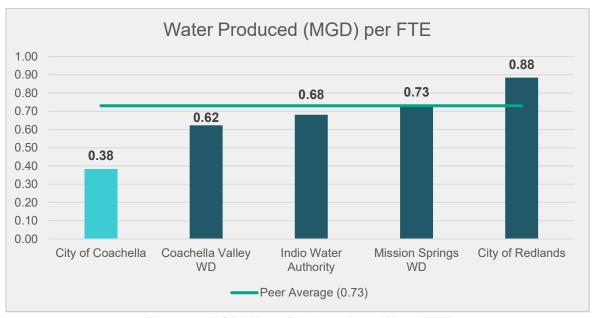


Figure 4: MGD Water Produced per Water FTE

Note that the relative rankings between the peer utilities can change when efficiency is measured on an account or a production basis. The average water used per account, the mix of customers a utility serves, and even how leaky a water distribution system is can greatly influence these relative rankings.

Figure 5 presents the average volume of wastewater (MGD) collected per wastewater FTE. Coachella collects an average of 0.40 MGD of wastewater per Sanitary employee, which is 167% more than its peers.

As not all peers provide wastewater treatment service, including the Indio Water Authority and Desert Water Agency, comparisons can only be made for some peers.

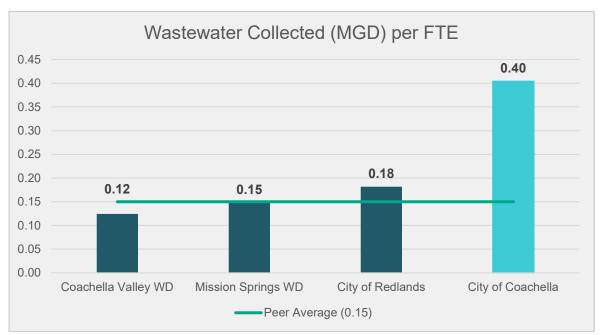


Figure 5: MGD Wastewater Collected per Wastewater FTE

The miles of water main per water FTE is a metric used to compare water system maintenance operations across different organizations. As shown in Figure 6, Coachella has approximately 16.6 miles of water main per Water Authority O&M FTE, which is the second largest among peer organizations and 32% higher than the peer average. This is likely another indication of Coachella's relatively lean staffing structure.

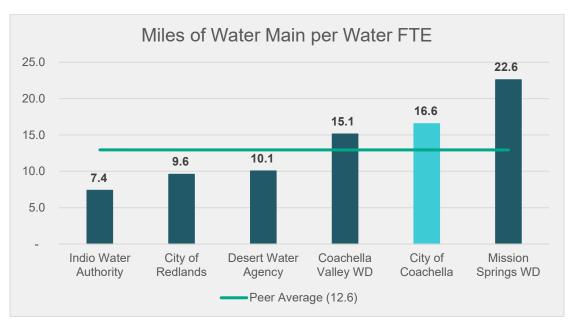


Figure 6: Miles of Water Main per Water FTE

For the wastewater collections system, the miles of sewer main per wastewater FTE shows the relative amount of infrastructure maintained per position across different organizations. On average, there are 10.7 miles of sewer main per FTE across all organizations and Coachella is responsible for 12.4 miles per FTE, which is 16% more than the peer average. Figure 7 shows the miles of sewer main per collections FTE across the benchmark organizations.

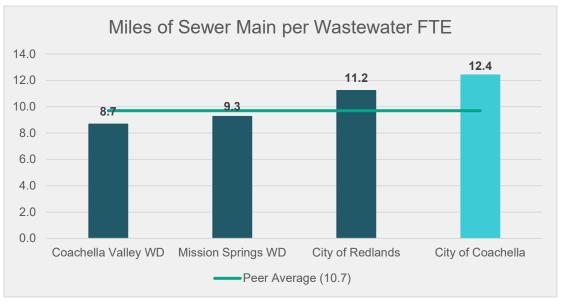


Figure 7: Miles of Sewer Main per Wastewater FTE

As mentioned previously, smaller urban utilities tend to have lower outputs than larger organizations, which benefit from operational economies of scale. Nevertheless, Coachella's ratios of accounts per FTE, wastewater collected per FTE, and miles of pipelines per FTE, are considerably higher than peer averages. Only the number of gallons of water produced per FTE is lower than the average of the other benchmark organizations. Collectively, while at first glance these high ratios may appear favorable, it likely indicates that Coachella's water and wastewater operations are understaffed.

Item 9.

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# Analysis and Recommendations

The analysis and recommendations detailed in this section identify specific and actionable steps the Utilities Department can take to strengthen performance in two key areas: 1) Staffing and Organizational Structure, and 2) Operational Efficiency. While this assessment included reviewing all of the Department's work units and functions, the proposed recommendations focus upon those areas with the greatest opportunities for improvement.

#### STAFFING & STRUCTURE

## Recommendation 1: Create a Chief Treatment/Distribution Operator position in the Water Authority to increase management capacity.

The current management structure of the Water Authority consists of one Water Superintendent who is responsible for managing six Water operators and handling accounts payable administrative duties. The Water Superintendent should provide highly complex support to the Utilities Manager and should focus on administrative work, such as reports and planning improvements in the Department. In practice, the current Superintendent has limited capacity to do anything other than address urgent operational and maintenance issues. This individual spends considerable time in the field filling in staffing gaps brought about by vacancies and a growing maintenance backlog. This limits their ability to handle administrative obligations and provide strategic management for the Water Authority.

To provide additional management capacity within the Water Authority, a Chief Treatment/Distribution Operator position should be added under the Water Superintendent to supervise the Water Authority's six operator positions and manage daily operations. This position would be similar to the Chief Treatment/Collections Operator in the Sanitary District's reporting structure, which has been instrumental in supporting the Sanitary Superintendent. Mirroring this structure by creating a Chief Treatment/Distribution Operator role in the Water Authority would allow the Superintendent to focus more on administrative needs (like compliance and other reporting) as well as strategic maintenance initiatives that will help the Water Authority become more proactive. It would further position the Water Authority, and the Utilities Department as a whole, to better address anticipated future staffing growth in response to Coachella's growing population and expanding water and wastewater infrastructure. Employee retention could also be favorably impacted by creating this role, as it would create further promotional opportunities for staff who desire to build careers with the Utilities Department.

Although creating this position requires a financial commitment, it would allow the Water Superintendent to spend more time enhancing the Department's practices to prolong the useful life of capital infrastructure. Both the Water and Sanitary Superintendents should ideally have capacity to assist the Utilities Manager with budget, CIP, and Department planning and support, which they currently do not have. The benefits of a robust asset management approach, as outlined in Recommendation 6, would likely save the City considerably more money than the costs associated with adding a Chief Treatment/Distribution Operator.

## Recommendation 2: Add a full-time Equipment Operator position to support Water and Sanitary maintenance activities.

The Utilities Department currently shares an Equipment Operator position with the City's Public Works Department, paying 50% of this operator's salary and benefits costs while Public Works pays the other 50%. Based on this cost allocation, both departments should have equal access to the Equipment Operator for an average of 20 hours per week. Unfortunately, Utility Department staff report that Public Works' needs are often prioritized over

theirs, which means the Utilities Department typically has access to the Equipment Operator less than 50% of the time, sometimes significantly so. This negatively impacts the speed with which Utilities staff can respond to urgent maintenance issues, causing repairs to be delayed or resulting in contractors being brought in to perform excavation work.

As the current infrastructure continues to age, maintenance needs are expected to increase in the coming years. The addition of more infrastructure associated with the arrival of new residents and developments will make access to a dedicated utility Equipment Operator an important component of the City's current and future maintenance approach. To avoid paying a premium for contractors and better ensure maintenance issues are addressed as quickly as possible, the Utilities Department should add a full-time Equipment Operator position to support Water and Sanitary maintenance activities.

## Recommendation 3: Add three full-time treatment and/or distribution operator positions in the Water Authority.

While filling the three current operator vacancies within the Water Authority will greatly improve the current challenges associated with operations, additional positions are needed to transition the Water Authority from a reactive maintenance approach to a proactive one. Adding more positions would also promote near- and long-term financial and operational sustainability by reducing overtime, which currently accounts for a significant portion of the Water Authority's personnel costs. For instance, even with six approved operator positions, the FY2023 budget still includes \$100,000 for operator overtime expenses. This represents a considerable amount of overtime, which stresses the utility financially and can have an impact on employee health, wellness, and safety. Staff report often working on their Fridays off (outside of their 40-hour workweek) and being on-call frequently, which is not sustainable. Although some financially motivated employees may enjoy the extra pay overtime brings, the City must be mindful of overworking employees who already perform physically demanding labor. Additional staff will also help the Water Authority follow required safety practices, including marking underground utilities prior to digging and having an employee perform traffic control duties while field crews do work in or alongside roadways. The lack of staff has also contributed to the inability to ensure adequate preventive maintenance programs, which include such activities as regularly exercising valves to ensure they remain operational, implementing a flushing program at water dead-ends to ensure water quality, and more. Presently, staff are limited primarily to reactive responses to daily work orders, service leaks, and repairs.

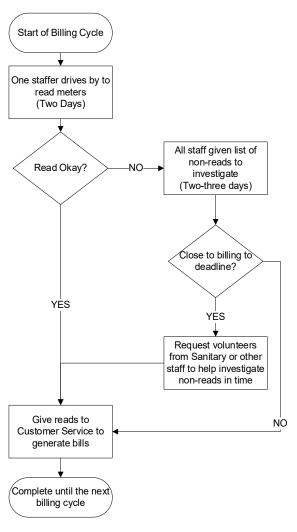
To mitigate these risks, three full-time treatment/distribution operator positions should be created. This would bring the Water Authority's total staffing level to 10.25 FTEs from the current total of 7.25 FTEs. With 10.25 full-time staff, the Water Authority will be able to field separate maintenance crews to perform proactive and reactive maintenance, something which it is not currently able to do. It will also create additional flexibility to input critical condition and maintenance data into GIS and allow for staff to take paid time off, attend training, and reduce the frequency that these operators must be on standby during evenings and weekends. These would all amount to a significant improvement in employees' quality of life and morale, and potentially result in improved productivity and employee retention. Although salaries, benefits, and equipment costs associated with adding these new positions is significant, the financial and operational benefits the City would experience over time will likely make it a worthwhile investment.

## Recommendation 4: Utilize temporary staff to perform meter reads until the transition to AMI is complete.

The City currently bills water and sewer customers bi-monthly, requiring the Water Authority to read over 9,000 customer meters beginning on the 1<sup>st</sup> and 15<sup>th</sup> days of each month. The Department does not have dedicated meter reading staff, meaning the Water Authority's treatment and distribution operators are pulled away from their normal duties to read meters.

Meters are read using Automated Meter Reading (AMR) systems that allow staff to capture information from each meter via radio waves while driving by customers' homes, a process which typically takes one day to complete. Unfortunately, there are usually a significant number of errors, whereby the AMR system does not properly transmit the correct value. According to Water Authority staff at the time of this review, there are approximately 700 meter misreads per billing cycle, which is about 8% of the 9,080 accounts. According to the January 2023 Utilities Manager Quarterly Activity Report, there were 5,564 non-reads from April to June 2022, an average of 1,855 per month. These errors are identified in the billing process and reported to Water Authority staff so they can go back out and manually read the meters in question, which is very time consuming. Figure 8 outlines the meter reading workflow and process for addressing errors.

Given the Utilities Department's staffing challenges, it is impractical to have licensed treatment and distribution operators reading water meters when they should be monitoring well sites, responding to maintenance emergencies, and performing proactive maintenance. The City recognizes this issue, as well as the ongoing challenge of meter reading errors, and is in the process of transitioning to Advanced Metering Infrastructure (AMI). In contrast to AMR systems, AMI systems consist of digital meters that should reduce the number of manual reads each billing cycle and are generally more accurate.



**Figure 8: Meter Reading Workflow** 

Until AMI is fully implemented, which may take several years, the Department should consider hiring temporary workers for a specific temporary period to perform meter reads so its licensed operators can focus on higher priority needs. By relieving treatment and distribution operators of meter reading duties, the Department will be better equipped to respond to maintenance needs, advance preventative maintenance practices, and monitor water production and quality.

The City could hire temporary staff, train them, and encourage them to hire for the new positions being opened rather than leave for other jurisdictions. The addition of staff in Recommendation 3 above may provide the unlicensed, lower-classification staff capacity to allow for this work to be done in-house. The addition of permanent in-house staff would also help the Department to implement a routine meter exchange program, switching out inoperable or malfunctioning meters with working ones to reduce the number of manual reads that are necessary.

In-house staff could regularly exchange meters year-round rather than the City having to outsource and contract for meter exchange programs at specific times of the year as has been done in 2022 and 2023.

## Recommendation 5: Add up to four full-time treatment and/or collections operator positions in the Sanitary District and build a dedicated Sanitary collections crew.

Although the Sanitary District is currently fully staffed, it is also highly reactive and struggling to keep pace with its maintenance calls for service. Daily plant maintenance, including a series of both preventative and corrective activities from de-ragging the headworks facilities pumps to cleaning clarifiers, typically takes priority within the division and consumes significant time and attention. Staff recognize that the City also needs a properly maintained collections system to provide the high levels of service its customers expect, and this is not currently happening. For instance, the City's 90 miles of collections pipelines have never been completed jetted, as the Sanitary District only has capacity to clean and inspect the hot spots where leaks and breaks occur frequently. Furthermore, there is limited capacity, as well as insufficient camera equipment, to televise sewer lines after they are cleaned to assess their condition and look for roots or other indications of inflow and infiltration (I&I). Deferred pipeline and lift station maintenance can lead to costly failures and decrease the useful lifespan of these assets, which are very expensive to rehabilitate and replace. Unfortunately, the lack of staff limits the amount of time and attention that can be dedicated to collection system maintenance. Even when the focus of crew activity is on collections maintenance, there are still not enough personnel to conduct maintenance efficiently. For instance, although the Sanitary District has two vactor trucks for cleaning sewer pipelines (only one of which was operational at the time of this report), it does not have enough employees to use both trucks at the same time and staff must split their time between plant and collection system work. Staffing constraints also force leadership to defer proactive projects (things like CCTV inspections of sewers, sewer jetting, manhole and pipeline inspection, etc.) to deal with more pressing needs or emergencies, which typically require a full-team response.

To improve the Sanitary District's ability to provide its desired level of service, up to four full-time treatment and/or collections operator positions should be created. While the Sanitary District's current five operators and Chief Treatment/Collections Officer are all dual-certified in both treatment and collections, these new positions could be focused on collections-specific roles to begin to build a collections crew. Many utilities employ a dedicated collections maintenance crew, consisting of three full-time positions, to create daily capacity for collections system maintenance because it is natural that the regulatory requirements of plant operations will always take priority over non-regulated but equally important maintenance and prevention work on the collections system. Department and Sanitary District leaders should determine whether dual-certification, which promotes flexible staffing arrangements but is more difficult to hire and train for, or a collections-specific approach to these new positions is best.

Regardless of the Department's preference regarding dual versus single certification, adding these new positions should greatly improve the Sanitary District's capacity to perform proactive and reactive maintenance in both the facility and in the collection system. It may also allow the Department to cut back n its use of costly contractors it sometimes relies on to address service line blockages and other maintenance issues. Furthermore, adding new positions would likely improve employee satisfaction and retention by making it easier to take time off and attend training needed to maintain or receive certifications. Given the competitive local labor market, the Department should consider creative hiring strategies if it encounters difficulty attracting promising candidates, such as offering operator-in-training (OIT) opportunities or even hiring temporary staff. While the Department also uses temporary staff to perform certain functions, there have been few instances of converting temps who meet performance expectations to permanent hires. Temporary staff offer a low-risk way to assess an individual's fit and potential to take on more specialized roles and responsibilities within the organization. In the long-term, these staffing levels should be reassessed as the City's wastewater infrastructure expands to accommodate new residents and growth, but adding this crew as soon as possible would be a significant addition that should pay immediate dividends to the Sanitary District and its customers.

#### **OPERATIONAL EFFICIENCY**

## Recommendation 6: Move toward an asset management-based approach to infrastructure management.

More staffing should have an impact on all areas of service delivery, especially if the hiring is combined with the implementation of a series of best practices operational activities. Currently, according to Utilities Department staff, most maintenance activities are reactive, and staff are essentially "fighting fires" every day as issues arise. Other, more routine but necessary maintenance activities are not happening. For example, in the water system, valves are not being regularly exercised; in wastewater, manholes are not being regularly inspected. Utility location associated with construction is not being performed. There are no dedicated staff to maintain and landscape well sites. Simply put, the Department does not have enough capacity to respond to its current maintenance workload, let alone perform proactive maintenance with the goal of extending the useful life and function of its assets.

Utility organizations that only perform reactive maintenance pay dearly when expensive assets fail prematurely and cause service disruptions. There is already evidence of this happening in Coachella. For example, valves in the water distribution network are not regularly exercised to ensure they are able to function, sometimes resulting in maintenance crews failing to quickly isolate leaks because they cannot find a working valve. In one case, crews attempting to isolate a leak had to turn many valves before finally managing to isolate a leak, at which point considerable amounts of water had been lost and the length of the outage to customers was far greater than anticipated. Coachella's location in a desert environment that is often subject to long droughts makes the loss of any treated water significant, and every effort to reduce the impacts of breaks should be considered and implemented when possible.

To capitalize on more staffing capacity, the Department should move toward employing a robust Asset Management (AM) approach, which encompasses planning, design, operations, maintenance, and renewal activities, throughout the lifecycle of its assets. Success in this effort will depend on how maintenance activities and asset conditions are tracked, as well as how this data is used to establish maintenance priorities, and, ultimately, make decisions on how assets will be managed. As it looks forward, Coachella should consider a number of initiatives with regard to making this happen, including:

**Risk-Based Management** – Risk, as defined by the International Standards Organization in statement 31000, is "the effect of uncertainty on objectives." Utilizing this definition as a guide, a risk-based management approach requires the Department to both articulate what it wants to do (its objectives) and identify, to the greatest extent possible, what circumstances may impede its achievement of those objectives. From there a "treatment" or approach to mitigating risk can be formulated and measured for effectiveness. In running any organization as complex and multi-faceted as a public utility, there will inevitably be a host of corresponding, sometimes competing, objectives that compete for resources and attention. This makes the codification of objectives, once agreed to, very important so that their impact relative to the risk the organization incurs is properly considered. Their listing also gives direction to those involved with assuring their compliance a reference point to judge their approach to work. In Coachella, infrastructure risk assessment is often performed informally, based on staff experience, and standards may vary across the utility. This is not unusual in utilities, but it can cause confusion amongst staff, decision-makers, and customers. A wellarticulated series of objectives based on an agreed to service level and with a consideration of risk is necessary for impactful decision-making that sets the utility up for success. This can be done at the strategic, Department-wide level, to the individual asset or system level. As new staff is hired, the Department will be best served if they can be educated on what the Department's purpose is and what might impact the achievement of that purpose. A risk-based management approach can help achieve that.

- Use Sedaru® as an Asset Management and Planning Tool One way to address risk is to have good, consistent, highly reliable data, from which operational and planning decisions can be made. Like a lot of utilities, Coachella is already in process of tracking asset condition and their corresponding risk level, where risk is the combination of the likelihood of an asset failing (represented by condition) and consequence of failure. While the Utilities Department has some of its infrastructure assets in GIS and its asset management system, Sedaru, key information about these assets, including maintenance history, installation date, age, size, location, etc., is inconsistently recorded and still in process due to staff capacity constraints. To use Sedaru to its full potential, all maintenance activities and asset information should be catalogued consistently. This information should then be used to guide maintenance and capital planning. The Department can then use Sedaru to make informed decisions on how and when to operate, maintain, and replace its assets.
- Reliability-Centered Maintenance (RCM) Practices As the organization matures toward more mature
  Asset Management practice, the adoption of reliability-centered maintenance activities should be a goal.
  RCM advances past preventative maintenance and reactive maintenance to predictive maintenance practices
  that rely on condition, criticality, and past maintenance data to develop individual maintenance plans for all
  major assets. Adopting RCM will reduce unnecessary PM and help to mitigate the amount of unplanned
  maintenance.

Prioritizing an AM approach may lead to significant operational and cultural changes in the organization, from how supervisors and shift leaders assign work, to tasking certain employees with performing preventative and predictive maintenance while others focus on reactive maintenance, to reconceptualizing equipment needs to more robust training, etc. It should be noted that integrating AM principles into the Department's current operating approach is a significant undertaking and the benefits could take years to fully realize. However, there is no viable alternative if the organization is to sustainably operate; failure to properly maintain utility assets will inevitably lead to more service disruptions and costly repairs. Making Asset Management a high priority moving forward will ensure Coachella's significant investments in its community and environment are protected and their benefits are sustained well into the future.

# Recommendation 7: Implement a rolling replacement budgeting cycle for equipment to perform preventative maintenance.

In addition to creating new Water and Sanitary positions to enhance the Department's maintenance efforts, additional equipment and resources are needed to maximize operational efficiency and effectiveness. For example, although Sanitary staff clean sewer lines using a jet truck, they do not have a CCTV camera to televise sewer pipelines following cleaning. Inspecting those segments is a best practice that can identify problems before they become critical and could impact service delivery. To this end, a camera and, preferably, a CCTV van with monitors and other necessary equipment, is needed. This will allow staff to properly navigate and view the pipeline conditions in real time. Ideally, a program will be designed to ensure the van will follow closely behind the jet truck to televise lines just after they are cleaned, when problem areas are most visible. Similarly, staff open manhole covers by hand, which is physically demanding and carries a high risk of injury. Consideration should be given to purchasing mechanical liftgates and other tools to minimize the effort required to open manholes, saving employees' energy, promoting safety, and potentially increasing productivity.

In some cases, the Department has the correct resources, but they are old or dysfunctional and need to be replaced. Water Authority staff shared that their concrete saw, used to cut through concrete and asphalt streets and sidewalks to reach buried pipelines, is very old and often takes up to one hour to start. This is problematic as the saw is required for most pipeline repairs, costing staff precious time when addressing maintenance emergencies. The Utilities Department should carefully assess its needs for new and upgraded equipment as a part of the annual budgeting and

long-term capital planning efforts. At a time when the Utilities Department is limited by staffing constraints, having the right equipment will help the City get the most out of Water and Sanitary employees. The exploration of new, more efficient technologies is also encouraged.

# Recommendation 8: Conduct a focused compensation study of neighboring utilities including municipal and special utility districts.

According to several staff, the Utilities Department has lost many employees to neighboring utility organizations in recent years, and Coachella's comparatively low wages are noted as the driving force behind the City's struggles to retain qualified staff, along with high levels of overtime and frequent on-call shifts. This turnover has only made circumstances more challenging for the employees who remain, resulting in increasing amounts of overtime to compensate for vacancies, an inability or unwillingness to take paid leave, and other scheduling challenges.

While a salary and compensation survey was not within the scope of this review, in order to test this theory Raftelis benchmarked a few utility positions against salary schedules in other utilities in the region using publicly available information.

Table 10 below shows the salary range comparison for four positions: Water Service Worker I, Water Service Worker II, (Wastewater) Treatment Plant Operator II, and (Wastewater) Treatment Plant Operator III. This comparison shows that, for all four positions and despite a recent 7% salary range increase for Coachella staff in July, the City of Coachella range is below that in peer utilities as peers have continued to increase their ranges as well.

**Table 10: Benchmark Salary Comparison** 

AGENCY	POSITION TITLE	MINIMUM	MIDPOINT	MAXIMUM
Coachella	Water Service Worker I	\$51,322	\$58,412	\$65,501
Hi-Desert WD	Water Quality Technician I	\$64,391	\$76,666	\$88,940
Redlands	Water Distribution Operator	\$52,538	\$59,796	\$67,054
Valley Sanitary District	N/A			
Mission Springs WD	Water Production Operator I	\$62,962	\$71,812	\$80,662
Indio	Water Utility Worker I	\$41,099	\$50,910	\$60,721
Peer Average		\$55,247	\$64,796	\$74,344
Above/Below		-7.11%	-9.85%	-11.90%
Ossahalla	Weter Comitee Werker II	<b>\$50,000</b>	<b>****</b>	<b>674.007</b>
Coachella	Water Service Worker II	\$58,002	\$66,015	\$74,027
Hi-Desert WD	Water Quality Technician II	\$73,820	\$87,891	\$101,963
Redlands	Water Treatment Operator II	\$62,719	\$71,406	\$80,092
Valley Sanitary District	N/A			
Mission Springs WD	Water Production Operator II	\$69,534	\$79,279	\$89,024
Indio	Water Utility Worker II	\$45,410	\$56,251	\$67,091
Peer Average		\$62,871	\$73,707	\$84,543
Above/Below		-7.74%	-10.44%	-12.44%
Coachella	Treatment Plant Operator I	\$58,002	\$66,015	\$74,027
Hi-Desert WD	Wastewater Treatment Plant Operator I	\$64,391	\$76,666	\$88,940
Redlands	Wastewater Facilities Operator I	\$57,346	\$65,289	\$73,232
Valley Sanitary District	Wastewater Operator I	\$57,720	\$67,535	\$77,350
Mission Springs WD	Wastewater Treatment Plant Operator I	\$66,165	\$75,452	\$84,739
Indio	N/A			
Peer Average		\$61,406	\$71,235	\$81,065
Above/Below		-5.54%	-7.33%	-8.68%
Coachella	Treatment Plant Operator III	\$72,445	\$82,453	\$92,460
Hi-Desert WD	Wastewater Treatment Plant Operator III	\$84,629	\$100,761	\$116,893
Redlands	Wastewater Facilities Operator III	\$67,915	\$77,322	\$86,728
Valley Sanitary District	Wastewater Operator III	\$70,174	\$82,095	\$94,016
Mission Springs WD	N/A			
Indio	N/A			
Peer Average		\$74,239	\$86,726	\$99,212
Above/Below		-2.42%	-4.93%	-6.81%

Although many public utilities across the country are struggling to attract and retain staff, municipal utilities in California face unique competition from the state's many special utility districts, which tend to offer better pay. Coachella neighbors several municipal utilities and special districts, including most of the regional peers cited in the benchmarking section of this report, contributing to a highly competitive local labor market.

Given the difficulties of attracting skilled and licensed utility professionals, Coachella must do everything it can to make the Utilities Department an attractive place to work. Retaining existing staff is also of the utmost importance, as their institutional knowledge of the Department's unique facilities and infrastructure takes years to develop and cannot be easily replaced. While the City should consider recruitment and retention holistically, from compensation to employee development and workplace culture, ensuring salaries and wages are aligned with market rates should be a high priority. The Department has plans to seek consultant support to conduct a compensation study of neighboring utilities, which is an excellent way to determine where Coachella's salaries may be out of line with the local market. This study should include a representative sample of both municipal utilities and special utility districts to provide a comprehensive picture of Coachella's competitive labor landscape. The study's results will guide the City in ensuring its salaries and benefits are sufficient to attract and retain the skilled staff needed to operate its utilities.

# Recommendation 9: Upgrade and expand the SCADA network that allows staff to remotely monitor the water and wastewater systems.

The Utilities Department utilizes supervisory control and data acquisition (SCADA) technologies to monitor the various aspects of its water and wastewater plants and systems. SCADA systems are critical for effective utility operations as they help maintain system efficiency and communicate issues in real time, allowing staff to intervene quickly when issues arise. However, Coachella's SCADA network is outdated and is not extensively installed throughout the water and wastewater systems. For example, wastewater treatment plant operators who are on-call during the overnight and weekend hours are notified at home when an alarm is triggered in the plant, but cannot remotely access the SCADA network to determine the cause and severity of the issue. This requires the on-call operator to go to the plant and assess the situation, which may not be urgent or could even be a false alarm. Similarly, because SCADA instruments are not installed at all operational facilities, including some wastewater lift stations, operators cannot remotely monitor their performance.

To preserve staff capacity and support accurate, real-time monitoring of the water and wastewater systems, the Department should invest in SCADA upgrades that improve remote access capabilities, and possibly remote control for certain purposes. Upgraded SCADA instruments should also be fully deployed throughout the water and wastewater infrastructure systems to provide operators with comprehensive information so they can take corrective actions, when needed. Upgrading and expanding the Department's SCADA networks for the Water Authority and Sanitary District will create new maintenance needs, which the recommended SCADA/Instrumentation Technician would be able to address (Recommendation 10). While the Department could incur several hundreds of thousands of dollars upgrading and expanding the use of SCADA technologies, doing so is an industry best practice that would increase operational efficiency and minimize risks.

# Recommendation 10: Add one full-time SCADA/Instrumentation Technician position to program and maintain the Department's SCADA communications network.

The Utilities Department currently does not have dedicated staff for programming and maintaining SCADA instruments throughout these plants and systems. Many utility organizations, including several of the peer utilities referenced in the benchmarking section of this study, have dedicated technicians responsible for installing, calibrating, and maintaining SCADA instruments. Coachella primarily relies on contractors to perform these duties, and occasionally has one Sanitary District employee, who was formerly an electrician, conduct minor SCADA maintenance. Having in-house staff available to manage this SCADA network and ensure it is properly integrated with Departmental technologies is a best practice which the City should consider moving forward.

Given the size of the Utilities Department's water and wastewater systems, one full-time SCADA/Instrumentation Technician should be capable of maintaining both the Water and Sanitary SCADA networks. Other duties could also include general facility maintenance during periods when the need for SCADA maintenance is slow; however

this Technician's workload will likely increase if the Department updates and expands its SCADA networks, as advised in Recommendation 9. The ideal candidate for this role will need to be knowledgeable of water and wastewater operational technologies, as well as, ideally, a proficient commercial electrician. The Department should determine whether candidates will be required to hold a Journeyman's electrician license based on local requirements. Ultimately, having this dedicated SCADA resource will ensure the Department's Water and Sanitary operators are receiving accurate data in real time, improving their ability to isolate leaks, control flows, and more.

Recommendation 11: Conduct a critical spares exercise to identify critical spare parts and components needed for operational equipment in both water and wastewater and then contract with a parts supplier to order and deliver commonly needed parts and components for water and sanitary assets.

The Utilities Department does not maintain a robust inventory of spare parts and components for asset repairs and replacements, instead buying most parts and materials as they are needed. While the Department previously contracted with a supplier for parts purchase and delivery, this practice was discontinued several years ago. Instead, staff currently track inventory and purchase parts at local hardware stores, including Lowe's and Home Depot. With the Department stretched thin due to staffing constraints, spending valuable time driving to pick up parts is not the best use of the Department's licensed operators. Furthermore, larger parts and orders often require multiple trips in the Department's light duty vehicles and pickup trucks, costing further time that could be spent at the plant or in the field. This inefficient use of time could also lead to negative consequences if the required parts are not on hand for a maintenance emergency, and the maintenance crews must leave the site to find it in a local store.

Performing a critical spares exercise to identify and inventory critical spare parts and components will assure that the Department is aware and can adequately stock those items that are needed to effectively run the Utility. If possible, the Department should also once again contract with a parts supplier to streamline the ordering and delivery process so staff can focus their energy on urgent maintenance and operational needs. Most parts suppliers will deliver orders directly to one of the Department's facilities, allowing for convenient access without the need to drive offsite to collect the materials. Scheduled orders may also be possible, whereby the most used parts can be purchased and delivered automatically on a regular basis (e.g., quarterly) to streamline the procurement process. It is also worth considering purchasing the most used parts in bulk, both to maintain a sufficient inventory and also to benefit from wholesale pricing, if available. Contracting with a parts provider is a simple way to increase staff capacity and ensure the right parts and resources are on hand when needed.

# Conclusion

This organizational assessment was undertaken to identify opportunities to enhance the efficiency and effectiveness of the Water Utilities Department's staff and operations. The Department is fortunate to have skilled and dedicated employees who provide high quality services to the Coachella community, improving public health and quality of life for residents, businesses, and visitors. The recommendations outlined in this report are intended to build upon the Department's strengths and prepare it to meet present and future challenges.

Presently, both the Water Authority and Sanitary District are highly reactive in their approach to infrastructure maintenance, and this is largely due to their lean staffing numbers. As a result, water and wastewater assets, from motors to pumps to pipelines, are not proactively maintained to prevent defects and ensure optimal performance, leading to untimely asset failures that negatively impact customers. This study identified several opportunities to enhance the Department's O&M staffing levels and improve maintenance practices to help the Department implement an asset management approach centered around preventative and predictive maintenance and improve operations and service levels now and in the future. As such, we recommend the addition of several O&M positions in the Water Authority and Sanitary District. Table 11 below summarizes these recommended positions.

Position	Division	Number of FTEs	Estimated Cost Impact (Midpoint + 30% Benefits)	
Chief Treatment/ Distribution Officer	Water Authority	1	\$140,930	
Equipment Operator	Water Authority & Sanitary District (50/50 cost allocation)	1	\$92,022	
Wastewater Treatment/ Distribution Operator I	Water Authority	3	\$257,456	
Water Treatment/ Collections Operator I	Sanitary District	4	\$303,740	
SCADA/ Instrumentation Technician	Water Authority & Sanitary District (50/50 cost allocation)	1	\$100,304	
TOTAL	10	\$894,452		

**Table 11: Summary of Recommended Positions** 

The City is urged to add these positions as soon as possible to begin reaping the maintenance benefits and alleviate current pressures on existing personnel. The planned salary study of the Utilities Department should aid recruitment efforts for these positions, as it will help the City determine if it has competitive compensation offerings. Some of the recommended changes can be implemented immediately as they represent formalization of existing relationships or the need for heightened focus on specific services or functions. Other changes will require time and careful phasing to ensure staff and services are cared for in the process. For all changes, the organization will need to communicate clearly why they are being implemented and what impacts, if any, the changes will have on employees.

Using this report as a guide, the Department will be able to continue to improve operations and services and to streamline its operations for the benefit of Coachella's residents, businesses, and visitors. Prioritization of these recommendations and thoughtful, planned implementation should ensure resources are expended prudently and any risks to utility operations are reduced.

# CITY OF COACHELLA CALIFORNIA

WHEREAS, a Hurricane Hilary made landfall as a tropical storm on Sunday, August 20,

WHEREAS, a Hurricane Hilary made landfall as atropical storm on Sunday, August 20, 2023 and an additional monsoonal storm entered on Friday, September 1; and

WHEREAS, both storms resulted in heavy rainfall that brought 3 to 4 inches of rain impacting the City of Coachella resulting in significant damage and flash flooding that impacted City infrastructure; and

WHEREAS, City staff responded in deploying preventative flood measures throughout the City before the storm; and

WHEREAS, City staff responded on the cleanup and recovery of both storms at a timely manner.

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

Gabriel Martin, Maritza Martinez, Maricarmen Aguirre, Janeth Lara, Cesar Talamantes, Joann Lopez, Vincent Orfano, Jason Stevens, Risseth Lora, Rene Rosales, Sara Montano, Pete Hernandez, Joel Zendejas, Ramon Gutierrez, Ricardo Rabago, Heri Osuna, Aaron Gasu, Mario Sanchez, Jose Montoya, Horacio Murillo, Ray Gamboa, Albert Brisuano, Alberto Gutierrez, Alex Alarcon, Hector Morin, Jose Nunez, Tony Delara, Castulo Estrada, Jesus Chabolla, Gustavo Gallegos, Robert Huerta, Domingo Felix, Cesar Zendejas, Jose Duran, Erfrain Rodriguez, Pedro Sustaita, Edgar Beltran, Jose Rosette, Jesse Bribiesca, Jose Meza, Angel Coronel, Robert Aguilar, Julio Hermosillo, Miguel Felix, Justin Karp

and urge all citizens of the City of Coachella to recognize staff for their service and dedication to the safety of our residents.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 13<sup>th</sup> day of September 2023.

Steven A. Hernandez, Mayor City of Coachella, California

#### **Proclamations Names**

- 1. Gabriel Martin
- 2. Maritza Martinez
- 3. Maricarmen Aguirre
- 4. Janeth Lara
- 5. Cesar Talamantes
- 6. Joann Lopez
- 7. Vincent Orfano
- 8. Jason Stevens
- 9. Risseth Lora
- 10.Rene Rosales
- 11.Sara Montano
- 12.Pete Hernandez
- 13. Joel Zendejas
- 14. Ramon Gutierrez
- 15. Ricardo Rabago
- 16.Heri Osuna
- 17. Aaron Gasu
- 18. Mario Sanchez
- 19.Jose Montoya
- 20. Horacio Murillo
- 21.Ray Gamboa
- 22. Albert Brisuano
- 23. Alberto Gutierrez
- 24. Alex Alarcon
- 25.Hector Morin
- 26. Jose Nunez
- 27. Tony Delara
- 28. Castulo Estrada
- 29. Jesus Chabolla
- 30. Gustavo Gallegos
- 31.Robert Huerta
- 32. Domingo Felix
- 33.Cesar Zendejas
- 34. Jose Duran
- 35.Erfrain Rodriguez

- 36.Pedro Sustaita
- 37.Edgar Beltran
- 38.Jose Rosette
- 39.Jesse Bribiesca
- 40.Jose Meza
- 41.Angel Coronel
- 42.Robert Aguilar
- 43. Julio Hermosillo
- 44.Miguel Felix
- 45. Justin Karp



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

#### **MINUTES**

OF A REGULAR MEETING OF THE

CITY OF COACHELLA

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

#### July 26, 2023 5:00PM - CLOSED SESSION 6:00 PM - REGULAR MEETING

**In-Person Meeting** Location:

Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA

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

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

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

Or Telephone:

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

Passcode: 606140

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

abajo de la pantalla

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

#### 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.

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:01 P.M.

#### **ROLL CALL:**

**PRESENT:** Councilmember Delgado, Councilmember Virgen (*arrived at* 5:08 pm) Councilmember

Figueroa, Mayor Hernandez

City Clerk Zepeda

**ABSENT:** City Treasurer Aviles

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

City Manager Martin asked Council to continue Item #2 from closed session to the next council meeting to review the new information received. Mayor Pro Tem Galarza requested to table Item #26 due to the ambiguity and staff will work on acquiring the information being requested.

Motion: To approve continuance of Item #2 and table Item #26

Made by: Mayor Pro Tem Galarza

Seconded by: Mayor Hernandez

Approved: 2-2, by the following roll call vote:

AYES: Mayor Hernandez, Mayor Pro Tem Galarza

NOES: Councilmember Delgado, and Councilmember Dr. Figueroa

ABSTAIN: None

ABSENT: Councilmember Virgen

The motion failed. The item will come back when they have a full council.

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

None

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

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

1) Title: City Manager

2) Title: City Attorney

2. 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

Councilmember Virgen arrived at 5:10 pm during closed session.

The Council went back to the Approval of the Agenda item once there was a full council

The City Manager suggested taking out item 2 from the closed session calendar and Mayor Pro Tem Galarza requested tabling item 26. There was a roll call that did not pass.

Motion: To approve the agenda with continuance of Item #2 and table Item #26

Made by: Mayor Pro Tem Galarza

Seconded by: Mayor Hernandez

Approved: 3-2, by the following roll call vote:

AYES: Mayor Hernandez, Mayor Pro Tem Galarza, and Councilmember Virgen

NOES: Councilmember Delgado, and Councilmember Dr. Figueroa

ABSTAIN: None ABSENT: None

#### **RECONVENE REGULAR MEETING:**

The Regular Meeting of the City Council of the City of Coachella was reconvened at 6:04 P.M.

#### **PLEDGE OF ALLEGIANCE:**

City Manager Dr. Martin led the Pledge of Allegiance.

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

City Attorney Campos stated that Council met in Closed Session to discuss item 1 only, and direction was given, but no reportable action was taken.

#### **PROCLAMATIONS/PRESENTATIONS:**

3. Presentation by Kounkuey Design Initiative on the City of Coachella Displacement Avoidance Plan

#### **WRITTEN COMMUNICATIONS:**

City Clerk Zepeda stated that "We received two letters were received from Lift To Rise via email, July 25<sup>th</sup>, 2023, in support of items #27 and #28."

#### **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.)\

Mayor Hernandez asked to pull item #8 and item #15 for discussion, approved with consent calendar.

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

#### Minutes Page 4

(Mayor Pro Tem Galarza stepped away at 6:33pm and returned at 6:34pm)

- 4. Regular Meeting Minutes of June 28, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 5. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 and FY 2023-24 Expenditures as of July 26, 2023 for \$6,516,659.46
- 6. Department Quarterly Reports 4th Quarter
- 7. Authorize Execution of Master Lease Equity Agreement with Enterprise Fleet Management, Inc. for the Purchase of a 2024 Ford F550 in the amount of \$155,847
- 8. Authorize Award of Central Park Architectural and Engineering Design Services Project No. P-31 in the amount of \$838,888.00 to Albert A. Webb Associates
- 9. Reject IRC Backflow's bid as "Non-Responsive", and Approve Awarding a Contract for the Replacement of 600 Domestic Consumption Meters to the Van Dyke Corporation in the amount of \$80,400.00 plus 10% contingency
- 10. Authorize Awarding a Stipend to City of Coachella Resident Engagement Academy Participants in the Amount of \$250 to Each Participant for a Total of \$6,250
- 11. Resolution No. 2023-58 approving a Part Time Public Works Parks Maintenance Worker, in the Parks Division, and Defunding a Part Time Parks Ranger position in the Parks and Recreation Division
- 12. Approve Updated Cooperative Agreement for El Grito Event between: the City of Coachella, Telemundo and Mexican Consulate in San Bernardino and Approve Operation of a Beer Garden at Rancho Las Flores Park for the 2023 El Grito Event
- 13. Award Construction Agreement to Superb Engineering for Las Luna & Calle Bouganvilia Retention Basin Landscape Improvements City Project No. LL-01 & LL-05 for \$177,039
- 14. Authorize Award of a Professional Services Agreement to Rhythm Tech Productions LLC in the amount of \$32,799.81 for the 2023 El Grito event
- 15. Authorize Execution of Rideshare Services Agreement with Latino Equity Advocacy Policy Institute and Authorize the City Manager to sign the Master Lease Equity Agreement with Enterprise Fleet Management, Inc. for the purchase of seventeen (17) Model Y Teslas in the amount of \$1,029,010
- 16. Coachella Valley 1 Apartments—Subordination Agreement

Motion: To approve consent calendar.

Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Dr. Figueroa
Approved: 5-0, by the following roll call vote:

Minutes City Council Closed Session and Regular Meeting

ly 2. Item 11.

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

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

17. Designation of Voting Delegate and Alternates to the League of California Cities Annual Conference & Expo

Motion: To nominate Councilmembers Virgen and Dr. Figueroa as voting delates for

League of Cities Conference.

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

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

18. Resolution No. 2023-30 Approving the Ratification of a Four Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Confidential Mid-Management Employees Bargaining Unit

Motion: To approve staff recommendation.

Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Dr. Figueroa
Approved: 5-0, by the following roll call vote:

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

19. Appointments to the Cultural and Arts Commission

The Council made the following nominations:

- 1. Armando Lerma by Mayor Hernandez
- 2. Clara Nieblas by Councilmember Virgen
- 3. Irene N. Rodrigues by Councilmember Delgado
- 4. Juan Ponce Ramos by Councilmember Dr. Figueroa

#### City Council Closed Session and Regular Meeting

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5. Oralia "Yaya" Ortiz by Mayor Pro Tem Galarza

Alternate: Javier Figueroa

Motion: To approve appointments to the Cultural and Arts Commission.

Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Dr. Figueroa
Approved: 5-0, by the following roll call vote:

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

20. Making Findings on an Energy Services Contract and Facility Financing for an Energy Efficiency Project Required Under California Government Code Section 4217.10 et. seq. and Authorizing an Energy Services Contract

Councilmember Dr. Figueroa stepped away at 7:11 pm and returned at 7:12 pm.

Motion: To approve staff recommendation.

Made by: Councilmember Dr. Figueroa Seconded by: Mayor Pro Tem Galarza

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

21. Execution of the Eleventh Amended Memorandum of Understanding between the City of Coachella and Sports Leagues.

(Mayor Hernandez stepped away at 7:31pm and returned at 7:31pm. Mayor Pro Tem Galarza stepped away at 7:31pm and returned at 7:32pm.)

Motion: To approve staff recommendation.

Made by: Mayor Hernandez
Seconded by: Councilmember Virgen

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

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

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NOES: None ABSTAIN: None ABSENT: None

22. Adopt Resolution No. 2023-55 Authorizing the City Manager to Apply for, Accept and Execute all Related Documents for Grant Funds in an Amount of Twenty-Nine Million Five Hundred Thousand (\$29,500,000) 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 staff recommendation.

Made by: Mayor Pro Tem Galarza Seconded by: Councilmember Dr. Figueroa 5-0, by the following roll call vote: Approved:

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

23. Authorize the Use and Purchase Automated License Plate Reader (ALPR) Technology

(Karina Quintanilla spoke in favor for this item.)

Motion: To oppose the item and not bring this item back.

Made by: Mayor Pro Tem Galarza

Seconded by: Mayor Hernandez

Approved: 3-2, by the following roll call vote:

Councilmember Virgen, Mayor pro Tem Galarza, Mayor Hernandez AYES:

Councilmember Delgado, and Councilmember Dr. Figueroa NOES:

ABSTAIN: None ABSENT: None

24. Adopt Resolution No. 2023-57 Authorizing the City of Coachella's Participation in the County of Riverside's Urban County Program for Fiscal Years 2024-25, 2025-2026, and 2026-2027

(Councilmember Dr. Figueroa stepped away at 9:14pm and returned at 9:16pm.)

Motion: To approve staff recommendation.

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Galarza

#### uly 2 Item 11.

#### City Council Closed Session and Regular Meeting

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

25. Authorize the Awarded Affordable Housing Sustainable Communities (AHSC) Grant Funds that were Originally Intended to be Reimbursed to the City for the Land Acquisition Costs of the Transit Hub Site to be Used for the Construction of the Transit Hub; and

Appropriate \$497,556 from General Fund Reserves to Fund the Shortfall for the Transit Hub Project

Motion: To approve staff recommendation.

Made by: Mayor Pro Tem Galarza

Seconded by: Mayor Hernandez

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

26. Discussion Regarding City Council Meeting Schedule

**Tabled** 

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

27. Introduce Ordinance No. 1206 City of Coachella Objective Design Standards for Multi-family Residential and Mixed-use Development - Zoning Ordinance Amendment No. 22-04 is a Proposal to Amend Coachella Municipal Code Title 17, Zoning, Adopting Objective Design Standards for Multi-family Residential Development to apply to G-N General Neighborhood, U-N Urban Neighborhood, DT-PV Downtown Pueblo Viejo, DT-PV Transition, U-E Urban Employment and Neighborhood Commercial zones (First Reading)

(Mayor Hernandez recused himself from item #27)

(Councilmember Dr. Figueroa stepped away at 9:26pm and returned at 9:27pm)

(Mayor Pro Tem Galarza stepped away at 9:27pm and returned at 9:28pm)

Open To Public Comment 9:54 P.M and Closed 9:57 P.M.

No Public Comments.

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Motion: To approve staff recommendation.

Made by: Councilmember Dr. Figueroa

Seconded by: Councilmember Virgen

Approved: 4-1, by the following roll call vote:

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

Mayor Pro Tem Galarza

NOES: None

ABSTAIN: Mayor Hernandez

ABSENT: None

28. City of Coachella Zoning Consistency Update General Plan Amendment No. 23-02, Zoning Ordinance Amendment No. 22-03, and Change of Zone No. 23-01 a proposed update of the Official Zoning Map and Zoning Ordinance for Consistency with the Coachella General Plan and Amendments to the General Plan 2035 and Official General Plan Map (City-Initiated)

(Mayor Hernandez recused himself from item #28)

Open To Public Comment 9:59 P.M and Closed 10:00 P.M.

No Public Comments.

Motion: To approve staff recommendation.

Made by: Councilmember Dr. Figueroa

Seconded by: Councilmember Virgen

Approved: 4-1, by the following roll call vote:

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

Mayor Pro Tem Galarza

NOES: None

ABSTAIN: Mayor Hernandez

ABSENT: None

29. General Plan Amendment No. 23-03 and Environmental Assessment No. 23-03 "General Plan Addendum Project" Establishment of General Plan Land use Designations for Three Areas That Were Evaluated as Part of the City of Coachella General Plan Planning Area in the Certified 2015 Program Environmental Impact Report (EIR) but for Which no General Plan land use Designation was Identified. Areas Include: (1) Generally Bounded by Dillon Road to the west, Fargo Canyon to the North, Parcel Boundaries to the east, and East Side Dike to the Southeast (Northern Project Area); (2) Generally bounded by Jackson Street on the west, approximately 0.25 mile north of 51st Avenue on the north, Calhoun Street on the east, and 52nd Avenue on the south (Western Project Area); and (3) Generally bounded by State Route 86 (SR-86) to the west, Avenue 60 to the north, Lincoln Street to the east, and 62nd Avenue to the south (Southern Project Area) (Applicant: City-Initiated)

(Councilmember Delgado recused herself from this item.)

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Open To Public Comment 10:09P.M and Closed 10:09 P.M.

No Public Comments.

Motion: To approve staff recommendation.

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Hernandez

Approved: 4-1, by the following roll call vote:

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

Pro Tem Galarza

NOES: None

ABSTAIN: Councilmember Delgado

ABSENT: None

30. Public Hearing for Resolution No. 2023-52 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 2032/2024

Open To Public Comment 10:14P.M and Closed 10:15 P.M.

No Public Comments.

Motion: To approve staff recommendation.

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

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

31. Adopt Resolution No. SD-2023-04 Authorizing the Collection of Residential Sanitary Sewer Rates for Fiscal Year 2023/2024 Through the County of Riverside Tax Roll

Open To Public Comment 10:16 P.M and Closed 10:16 P.M.

No Public Comments.

Motion: To approve staff recommendation.

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

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

32. Adopt Resolution No. 2023-48 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 2023/2024

Open To Public Comment 10:17 P.M and Closed 10:17 P.M.

No Public Comments.

Motion: To approve staff recommendation.

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

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

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

Mayor Hernandez, Mayor Pro Tem Galarza

NOES: None ABSTAIN: None ABSENT: None

33. Adopt Resolution No. 2023-51 Approving a 36-Month Renewal of Entertainment Permit No. 22-02 for the Rancho Escondido Event Venue, an Outdoor Entertainment Venue Located on an 8.6-acre Site at 85321 Avenue 44 (APN# 696-520-014). Applicant: Leonel Lopez and Margarita Lopez

Open To Public Comment 10:21 P.M and Closed 10:33 P.M.

Bill Collins opposed this item.

Debra Schuster opposed this item.

Thomas Aguilar opposed this item.

Margarita Lopez supported this item.

Motion: To approve staff recommendation.

Councilmember Delgado Made by: Seconded by: Councilmember Dr. Figueroa 5-0, by the following roll call vote: Approved:

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

Mayor Hernandez, Mayor Pro Tem Galarza

#### City Council Closed Session and Regular Meeting

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> NOES: None ABSTAIN: None ABSENT: None

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

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

None.

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

Council Comments/Report of Miscellaneous Committees.

Councilmember Dr. Figueroa - Attended the Coachella Prospera, shout out to Celina Jimenez, staff and all the partners. He attended the small businesses event and it was very informative.

Councilmember Virgen- Attended the Coachella Prospera and congratulated Celina Jimenez as well. She spoke about her experiences and encounters in the NALEO conference. She attended the Strategic Growth with the City and staff and the Council attended. She was invited to Assembly member Eduardo Garcia's office yesterday and she spoke to some of their interns. She said they reminded her of the City's interns. She requested an update on Youth Advisory Commission and an update on interns; more specifically, who they work with, what they are working on, and a small report.

Councilmember Delgado – She gave an update on SCAG approved \$11,888,000 to RCTC. The Airport Commission is allowing sponsorships advertisement opportunities. They have a new CEO that starts in September. She attended the small celebration for a senior (Prospero Montes Perez) and stated her parents knew who he was. She was disappointed that they were unable to talk about the City Council meetings this evening because it is important that they are not canceling meetings and continue having meeting at the set dates or rescheduling the meetings. She spoke on the importance of public safety conversations for the City.

Councilmember Galarza – He attended the Coachella Prospera event and the National Association of Latino Elected Official Conference as a first timer. It was very informative and he got to meet other elected officials. The conference was very educational. He requested that staff shorten item presentations.

Mayor Hernandez- He made some contact with the Bureau of Reclamation with the water department to get a \$1.5 million grant for the replacement of meters. His requests are that this Council to take seriously the Heat Action Plan that it is more than just planting trees or shade equity. He recommended that staff look into this new economy and the transition from carbon based machines to electric, Look into a workforce plan, focus on arts and music and provide a good avenue for employment as they have plenty of good talent, for the Public Works Director and City Engineer start the road work plan, a profile on the interns of the City; videos on the interns. He also recommended that the Public Works Department replace the sand in the volleyball courts with beach sand. The entry point monuments could be better

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City Manager's Comments.

The City Manager invited the Council to the Bagdouma Basketball Courts Ribbon Cutting and thanked staff participation.

#### **ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 11:11 p.m.

Respectfully submitted,

Angela Zepeda City Clerk



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

#### **MINUTES**

OF A SPECIAL MEETING OF THE

CITY OF COACHELLA

CITY COUNCIL SPECIAL MEETING

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

### **August 07, 2023** 6:00 PM – SPECIAL MEETING

In-Person Meeting

Location:

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

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

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

Or Telephone:

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

**Passcode: 606140** 

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

abajo de la pantalla

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

#### o In Real Time:

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

#### o In Writing:

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

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

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

#### **Minutes**

#### **City Council Special Meeting**

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The Regular Meeting of the City Council of the City of Coachella was called to order at 6:03 P.M.

#### **ROLL CALL:**

**PRESENT:** Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Galarza (arrived at

6:11pm), Mayor Hernandez

**ABSENT:** Councilmember Dr. Figueroa

City Clerk Zepeda, City Treasurer Aviles

#### **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"

Motion: To approve agenda.

Made by: Councilmember Virgen Seconded by: Mayor Hernandez

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

AYES: Mayor Hernandez, Councilmember Virgen, Councilmember Delgado

NOES: None ABSTAIN: None

ABSENT: Councilmember Dr. Figueroa, Mayor Pro Tem Galarza (arrived at 6:11pm)

#### **RECONVENE REGULAR MEETING:**

#### PLEDGE OF ALLEGIANCE:

City Manager Dr. Martin led The Pledge of Allegiance.

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

None.

#### **PROCLAMATIONS/PRESENTATIONS:**

None.

#### **WRITTEN COMMUNICATIONS:**

Item 12.

None.

#### **CONSENT CALENDAR:**

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

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

1. Adopt Resolution No. 2023-59 Authorizing an Application by the City of Coachella Requesting the Riverside Local Agency Formation Commission to take Proceeding for a Sphere of Influence Amendment to Include the Pocket 7 Area Within the City of Coachella Sphere of Influence Boundary

Motion: To approve per staff recommendation.

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Galarza

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

AYES: Councilmember Delgado, Councilmember Virgen, Mayor Hernandez, Mayor Pro

Tem Galarza

NOES: None ABSTAIN: None

ABSENT: Councilmember Dr. Figueroa

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

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

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

None.

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

Council Comments/Report of Miscellaneous Committees. - None.

City Manager's Comments. - None

#### **ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 6:29 p.m.

Respectfully submitted,

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#### **City Council Special Meeting**

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Angela M. Zepeda City Clerk



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

#### **MINUTES**

OF A 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

#### August 23, 2023 6:00 PM – SPECIAL MEETING

In-Person Meeting
Location:

Coachella City Hall
Council Chamber
1515 Sixth Street
Coachella, CA

Coachella, CA

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

https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoOmpVSFhWTDVaZ0VCekYxdz09

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

Or Telephone:
US: +1 669 900 6833

Webinar ID: 884 5727 1898

Passcode: 606140

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

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

#### o In Real Time:

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

#### o <u>In Writing:</u>

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

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

CALL TO ORDER: - 6:00 P.M.

#### Minutes City Council Special Meeting

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**ROLL CALL:** 

**PRESENT:** Mayor Hernandez, Mayor Pro Tem Galarza, Councilmember Dr. Figueroa,

Councilmember Virgen, Councilmember Delgado (arrived at 6:01pm)

City Clerk Zepeda, City Treasure Aviles

**ABSENT:** None

#### **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"

Motion: To approve the agenda as presented.

Made by: Councilmember Dr. Figueroa Seconded by: Mayor Pro Tem Galarza

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

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

Pro Tem Galarza

NOES: None ABSTAIN: None

ABSENT: Councilmember Delgado (arrived at 6:01pm)

#### **PLEDGE OF ALLEGIANCE:**

City Manager Dr. Martin led The Pledge of Allegiance.

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

1. Resolution No. 2023-60 Ratifying and Declaring a Local Emergency Related to Hurricane/Tropical Storm

Hillary

Motion: To approve staff recommendation.

Made by: Mayor pro Tem Galarza Seconded by: Mayor Hernandez

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

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

Pro Tem Galarza, Councilmember Delgado

NOES: None

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#### **City Council Special Meeting**

August 2

Item 13.

ABSTAIN: None ABSENT: None

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

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

None.

#### **ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 6:44 p.m.

Respectfully submitted,

Angela M. Zepeda City Clerk



#### STAFF REPORT 9/13/2023

To: Honorable Mayor and City Council Members

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

SUBJECT: Adopt Ordinance No. 1206 - City of Coachella Objective Design Standards for

<u>Multi-family Residential and Mixed-Use development</u> - Zoning Ordinance Amendment No. 22-04 is a proposal to amend Coachella Municipal Code Title 17, Zoning, adopting objective design standards for multi-family residential development to apply to G-N General Neighborhood, U-N Urban Neighborhood, DT-PV Downtown Pueblo Viejo, DT-PV Transition, U-E Urban Employment

and Neighborhood Commercial zones. (Second Reading)

#### STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1206 approving Zoning Ordinance Amendment No. 22-04 that amends the Coachella Municipal Code Title 17 (Zoning) to require objective design standards for multi-family residential and mixed-use developments.

#### **BACKGROUND:**

The State of California adopted Senate Bill (SB) 35 and SB 330 to address the State housing crisis and reduce barriers to housing production. The laws require cities to review new multi-family residential development administratively in compliance with objective design standards. Objective design standards are considered objective if they are measurable and verifiable and involve no subjective judgement by a City official.

#### **Housing Accountability Act**

The Housing Accountability Act (HAA) was first passed as California state law in 1982 identifying a lack of housing as a statewide problem and allows the State to limit local governments from denying, reducing density of, or make infeasible housing development project, emergency shelters or farmworker housing that are consistent with a city's objective development standards then the project approval authority must approve the application and issue permits within 90 to 180 days.

#### Senate Bill 35

Senate Bill 35 passed as California state law in 2017 to increase housing supply and allows developers of affordable multi-family residential and mixed-use development projects to submit an application under a streamlined ministerial review process for cities that have not met their share of the Regional Housing Needs Assessment (RHNA). Projects pursuing streamlined review under SB 35 must include:

- 10 percent of units as affordable to lower-income households making at or below 80 percent of the Average Median Income.
- Project sites zoned for residential use, mixed-use development or have a general plan designation that allows for residential use or a mixed-use development.

If the development meets all state criteria then the project must be approved in 90 days for development with less than 150 units and 180 days for development with more than 150 units. Only objective design standards may be applied in the design review of SB 35 eligible projects.

#### Senate Bill 330

Senate Bill 330, Housing Crisis Act, was effective January 2, 2020 and sunsets January 1, 2025 with the intent of increasing production of housing and further limiting the ability of cities to apply regulations that limit housing production. SB 330 applies to residential projects and mixed-use projects with two-thirds square footage for residential units. SB 330 limits the ability of cities to:

- Change the land use designation or zoning of sites that reduces capacity of housing units below what was allowed under the land use designation as of January 1, 2018, except with a concurrent increase capacity for housing units in land use designation or zoning of sites elsewhere.
- Adopt a moratorium on housing development.
- Apply subjective design standards in the design review of residential development.

The City of Coachella has not adopted objective design standards and there are only residential design guidelines in the Pueblo Viejo Implementation Strategy Plan and Single Family Residential design guidelines that are not considered standards and many of the guidelines would be considered objective in nature. Crandall Arambula is the consulting firm that worked with City staff in the development of the draft objective development standards for multi-family residential development as presented in this staff report.

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

The draft objective development standards presented in this report would apply citywide to multifamily residential development and mixed-use development. The draft Ordinance would amend the City of Coachella Municipal Code (C.M.C.), Title 17, Zoning, and would be consistent with the development standards identified in the G-N General Neighborhood, U-N Urban Neighborhood, DT-PV Downtown Pueblo Viejo, DT-PV Transition, U-E Urban Employment and Neighborhood Commercial zones. The City Council is scheduled to consider revised zoning and development standards under the Zoning Consistency Update that would adopt the G-N General Neighborhood, U-N Urban Neighborhood, DT-PV Downtown Pueblo Viejo, DT-PV Transition, and U-E Urban Employment zones at their regular City Council meeting on June 21, 2023.

The draft objective design standards are organized into site planning and building design standards for multi-family housing. Figures are includes in the design standards to identify visually how building form and site design are to be implemented. The *Multi-family Site Planning Development* 

and Design Standards are intended to ensure minimum standards for aesthetics, walkability, and safety for a multi-family project's site design that includes:

- <u>Public Realm Standards</u>. These standards apply to street rights-of-way and any necessary easement and include a parkway zone, sidewalk zone, and transition area zone. These standards define the function and character of the perimeter right-of-way areas and are organized according to three street types. (Street Type A Narrower streets with lower traffic volumes of 15,000 average daily trips, Street B Wider streets with higher traffic volumes of more than 15,000 average daily trips, Street Type C private streets less than 5,000 average daily trips).
- <u>Public Realm Transition Standards</u>. These standards establish requirements for required building setback behind the public realm line along Street Type A and B.
- <u>Site Landscaping Standards</u>. These standards require drought tolerant landscaping and minimum common area landscaping standards.
- <u>Site Outdoor Illumination Standards</u>. These standards establish minimum illumination requirements to ensure nighttime safety for residents and other users.
- <u>Site and Public Realm Utilities Standards</u>. These standards are intended to ensure utilities do not detract from visual quality of the public realm or building facades.
- Site Freestanding Walls, Fences, and Gates Standards
- <u>Site Solid Waste Container Enclosure Standards</u>. These standards are intended to ensure garbage areas are properly located and screened from view of the public realm.

The *Multi-family Building Design Standards* are intended to ensure minimum design standards that ensure quality in the form and character of the building environment which includes:

- <u>Building Modulation</u> These standards establish minimum design standards for the form and character of proposed building that includes: horizontal and vertical modulation, roof form and materials, façade color, façade materials, and fenestration.
- Residential entry standards. These standards apply to first floor residential entries to encourage street-oriented pedestrian activity that includes both lobby entries and individual residential unit entries. A minimum of 5 feet is required behind the public realm line and the first floor entrances.
- <u>First floor transparency standards</u>. These standards are intended to ensure engagement with the public realm and providing transparency between the pedestrian realm and first floor uses.

#### General Plan Consistency

The proposed amendment is consistent with the General Plan in that it promotes the public health, safety and welfare by imposing objective design standards for the public realm, site and building design.

#### **ENVIRONMENTAL REVIEW:**

The Planning Division completed an initial environmental assessment of the project per the California Environmental Quality Act (CEQA). The Planning Division completed an initial environmental assessment of the project per the California Environmental Quality Act (CEQA). Staff recommends the City Council determine that the draft Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

#### **FISCAL IMPACT:**

There is no expected fiscal impact of the adoption of Objective Design Standards. The adoption of the Objective Design Standards would provide greater certainty to residents, property owners, and developers in the development review process for the expectations for the design of multifamily and mixed-use developments. The Objective Design Standards program also establishes a streamlined ministerial application process for eligible affordable housing projects under State Law.

#### **ALTERNATIVES:**

- 1. Adopt Ordinance No. 1206 approving Zoning Ordinance Amendment No. 22-04 that amends the Coachella Municipal Code Title 17 (Zoning) to require objective design standards for multi-family residential and mixed-use developments.
- 2. Deny Ordinance No. 1206.
- 3. Continue this item and provide staff with direction.

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

Staff recommends Alternative #1 as noted above.

#### Attachment:

Ordinance No. 1206, Zoning Ordinance Amendment No. 23-04
 Exhibit A – Objective Design Standards Multi-family Residential Project Modifications to Title 17, Zoning Ordinance

#### **ORDINANCE NO. 1206**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17, ZONING, TO ESTABLISH OBJECTIVE DESIGN STANDARDS APPLICABLE TO THE DESIGN OF MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT AND MIXED-USE DEVELOPMENT. CITY-INITIATED

**WHEREAS**, pursuant to the authority granted to the City of Coachella ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

**WHEREAS**, Senate Bill (SB) 35, went into effect January 1, 2018 and is intended to encourage the production of housing to address the California housing crisis, which streamlined and ministerial review process for eligible multi-family housing projects; and

**WHEREAS**, Senate Bill (SB) 330, went into effect January 1, 2020 and is intended to increase the production of housing and limit the ability of cities to apply regulations that limit housing production; and

**WHEREAS**, the State Laws referenced allow cities to regulate the design of multiple-family residential and mixed-use development with the adoption of objective design standards if they are measurable and verifiable and involve no subjective judgement by a City official.

**WHEREAS**, the proposed Ordinance would amend Title 17 (Zoning) to implement the establish objective design standards that allow the City to regulate the design of multiple-family residential and mixed-use development as required under State Law.

WHEREAS, based on that analysis, the City Council finds that the Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

**WHEREAS**, on June 7, 2023 the Planning Commission held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

**WHEREAS**, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance.

**WHEREAS**, on July 26, 2023 the City Council held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

- **SECTION 1.** <u>Incorporation of Recitals</u>. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.
- **SECTION 2.** <u>Amendment to Municipal Code</u> Title 17, Zoning, is hereby amended as identified in Objective Design Standards Exhibit A.1 and amending Coachella Municipal Code Chapter 17.20
- **SECTION 3**. <u>CEQA Analysis</u>. The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.
- **SECTION 4**. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.
- **SECTION 5**. <u>Publication and Effective Date</u>. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

# PASSED, APPROVED, AND ADOPTED this 13<sup>th</sup> of September, 2023 by the following vote: Steven Hernandez, Mayor City of Coachella ATTEST: Angela M. Zepeda, City Clerk City of Coachella APPROVED AS TO FORM: Carlos Campos, Best Best & Krieger LLP City Attorney

STATE OF CALIFORNIA ) COUNTY OF RIVERSIDE ) ss. CITY OF COACHELLA )
<b>I HEREBY CERTIFY</b> that the foregoing Ordinance No.1206 was duly and regularly introduced at a meeting of the City Council on the 26 <sup>th</sup> day of July 2023, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 13 <sup>th</sup> day of September 2023.
AYES:
NOES:
ABSENT:
ABSTAIN:
Delia Granados Deputy City Clerk

Chapter 17.20
Coachella Multi-Family
Objective Design Standards (ODS)
Final Draft
June 30, 2023

### Chapter 17.20 - OBJECTIVE DESIGN STANDARDS FOR MULTIFAMILY RESIDENTIAL

### 17.20.010 Multifamily Site Design Standards

A. Applicability. The development and design standards provided in this subsection shall apply to G-N General Neighborhood, U-N Urban Neighborhood, and applies to multi-family residential buildings in the DT-PV Downtown Pueblo Viejo zone, DT-PV Transition zone, and the U-E Urban Employment, and Neighborhood Commercial Zone District. The following development and design standards shall be used in determining a project's consistency with the purpose of this Code of Ordinances and with the policies of the General Plan related to site design. The standards shall apply to all new multi-family residential building construction. Review of projects under this subsection is ministerial and shall be consistent with 17.72. Architectural Review procedures and requirements.

### B. Public Realm Standards.

The public realm standards apply to street rights-of-way and any necessary easement. The public realm standards define the function and character of the perimeter rights-of-way that provide pedestrian circulation, access, amenities and a buffer transition between roadways and multi-family buildings.

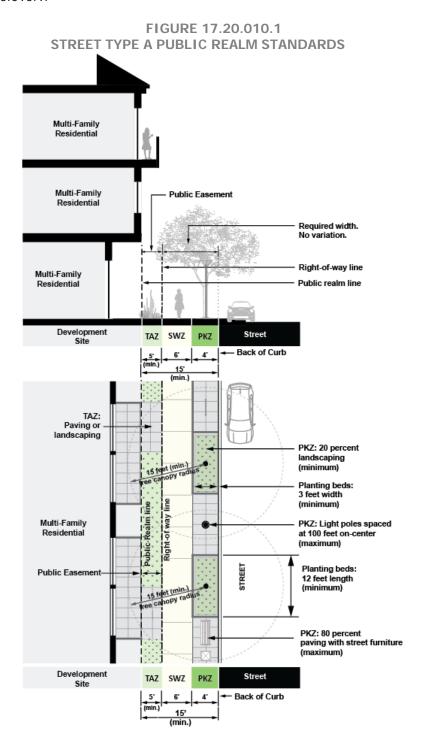
- 1. Street Types. The street type standards address the full range of roadway conditions where adjacent multifamily uses may occur citywide. The intent of the standards is to establish the minimum requirements for pedestrian and resident comfort, safety, and access while ensuring that all multifamily or mixed-use development is economically viable. The standards consider the relationship between motor vehicle traffic volume, speed, and traffic lane geometry and provide the appropriate minimum width of the public realm that is necessary to create a livable and vibrant environment. The standards provide three options with different public realm geometry between the curb and building façades in response to different Coachella existing or planned roadway conditions.
  - a. Street Type A. These streets generally are narrower and have lower traffic volumes, less than 15,000 Average Daily Trips (ADT). Multi-family buildings on sites that front Urban Residential with Parking, Urban Street 2-Lane, and Urban Street 4-Lane typologies as designated in the Coachella General Plan Chapter 05 Mobility Element shall comply with these standards.
  - **b. Street Type B.** These streets generally are wider and have higher traffic volumes greater than 15,000 ADT. Multi-family buildings on sites that front Major Arterial, Primary Arterial, or Collector Street typologies as designated in the Coachella General Plan Chapter 05 Mobility Element shall comply with these standards.
  - c. Street Type C. These private street standards apply to sites that include internal site multimodal access streets that have very low volumes less than 5,000 ADT. Multi-family sites that include private roadways shall comply with these standards.

2. Public Realm Summary Table. The summary Table 1 provides an at-a-glance summary of all street types and standards that apply. Complete description of the standards intent, setback, and zones for each are provided on the following pages.

	Street Type									
Standard	A			В			С			
Standard	PKZ	SWZ	TAZ	PKZ	SWZ	TAZ	SRZ	SWZ	TAZ	
Adjacent Street Classification	Collector, Suburban Residential and Urban Residential with less than less than 15,000 ADT; Cul-de-sac; frontage, loop streets			Major Arterial or Primary Arterial streets with more than 15,000 ADT			Private Street			
Total Public Realm Width	15' (minimum)			20' (minimum)			34' (minimum)			
Public Realm Zone Width	4 feet	6 feet	5' (minimum)	10 feet	6 feet	4' (minimum)	24-32 feet	6 feet	4 feet	
Landscaping	20% (min.) area	Prohibited	20% (min.) area	60% (min.) area	Prohibited	50% (min.) area	Prohibited	Prohibited	10% (min.) area	
Steet Furniture	Permitted	Prohibited	Permitted	Permitted	Prohibited	Permitted	Prohibited	Prohibited	Permitted	
Illumination	Permitted	Prohibited	Permitted	Permitted	Prohibited	Permitted	Catenary Street Lighting Permitted	Prohibited	Permitted	
Paving	80% (max.) area	100% area	80% (max.) area	40% (max.) area	100% area	50% (max.) area	100% area	100% area	90% (max.) area	
Utilities	Permitted	Prohibited (below grade permitted)	Prohibited (below grade permitted)	Permitted	Prohibited (below grade permitted)	Prohibited (below grade permitted)	Prohibited (below grade permitted)	Prohibited (below grade permitted)	Prohibited (below grade permitted)	
Signs	Permitted	Prohibited	Prohibited	Permitted	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	
Walls and Fences	Prohibited	Prohibited	Permitted (42" max. height)	Prohibited	Prohibited	Permitted (3' max. height)	Prohibited	Prohibited	Permitted (42" max. height)	
Parking	Prohibited	Prohibited	Prohibited (below grade permitted)	Prohibited	Prohibited	Prohibited (below grade permitted)	Permitted (1 side, 8' additional width reuired)	Prohibited	(below grade permitted)	

## 3. Street Type A Standards.

a. Public Realm Setback. All new multi-family development on sites that front Urban Residential with Parking, Urban Street 2-Lane, and Urban Street 4-Lane shall comply with a 15-foot minimum first floor setback measured from the back-of-curb to the public realm-line on public streets. No first-floor building façade shall be located beyond the public realm-line as specified in Figure 17.20.010.1.



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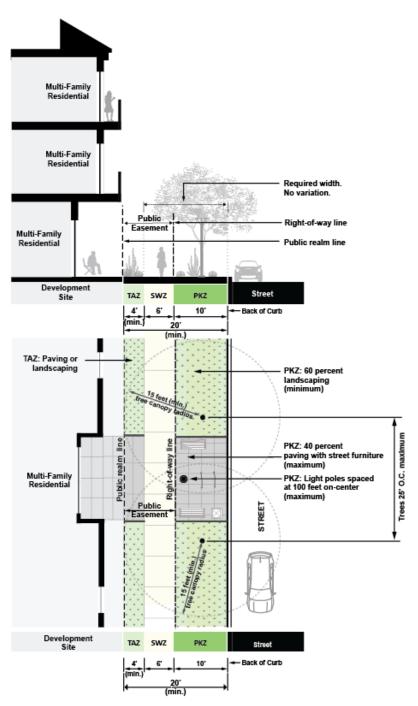
- i. Public easement— a 5-foot public realm easement shall be provided.
- ii. Structural exemptions— 1-foot wide (maximum) building at-grade projections, columns, posts, or pilasters are permitted in the Transition Area Zone (TAZ) required public realm easement. A minimum of 4-foot width between the building structure and the Sidewalk Zone (SWZ) shall be provided.
- iii. Weather protection— awnings and canopies that extend a maximum of 5 feet over the public realm are permitted. A minimum vertical clearance of 8 feet measured from the public realm finished grade to the bottom of the awning or canopy structural components shall be provided.
- **4. Street Type A Public Realm Zones**. The intent of the multi-family public realm standards is to foster a safe, direct, and comfortable pedestrian access to first floor residential entries, internal driveways, common spaces, and paseos and encourage first floor street-oriented residential activity and visibility. Three distinct and contiguous sidewalk zones comprise the public realm.
  - **a.** Parkway Zone (PKZ). There shall be a required 4-foot PKZ width measured from the back-of-curb to the Sidewalk Zone (SWZ).
    - i. Landscaping— all PKZ shall be landscaped a minimum of 20 percent of the total multifamily development site frontage(s). All landscaping shall be selected, installed, irrigated, and maintained per 8.44.220 California Model Water Efficient Landscape Ordinance (MWELO) requirements and according to City approved landscape plans. Turf grass shall be prohibited. A combination of decomposed granite mulching and drought tolerant native and desert-adaptable shrubs, succulents, groundcover, and ornamental trees shall be permitted. Street trees shall be spaced a maximum of 25 feet on-center and have a minimum canopy radius of 15 feet and shall cover a minimum of 20 percent of paved areas at maturity. Landscape beds and tree wells shall have a minimum dimension of 4 feet in width and 12 feet in length. Live plant materials shall constitute a minimum of 25 percent of all surface area coverage at installation. A permanent underground irrigation system shall be installed. Spray irrigation shall be prohibited.
    - ii. Street furniture— benches, transit shelters, tables, chairs, trash receptacles, public art, bike racks are not required but shall be permitted.
    - iii. Illumination— sidewalk light poles and fixtures are not required but shall be permitted.
    - iv. Paving— poured in place concrete, stone, concrete or brick unit pavers are permitted. A maximum of 80 percent paving of the PKZ shall be permitted. Cast iron tree grates shall be permitted and shall be included in any paving calculation.
    - v. Utilities— transmission line poles, sidewalk and roadway light poles and fixtures, utility boxes and vaults, and traffic control devices, are permitted in the parkway zone. All applicable utility standards of Coachella Code Chapter 16.32 Design and Development Standards shall apply.
    - vi. Signs— temporary or permanent roadway or wayfinding signs shall be permitted. Advertising or development identification signs shall be prohibited. All signs shall comply with Coachella Chapter 5.48 Outdoor Advertising Sign Standards and all applicable traffic federal and local sign standards, as specified in Figure 17.20.XXX.1.

- **b. Sidewalk Zone (SWZ).** There shall be a required 6-foot SWZ width measured between the Parkway Zone to the Transition Area Zone.
  - Accessibility— The required SWZ width shall remain clear of all obstructions to maintain universal access. Steps and rough textured surface treatments are prohibited within the SWZ.
  - ii. Street furniture—permanent or temporary street furniture shall be prohibited.
  - iii. Paving— the SWZ shall consist of poured in place scored concrete or concrete, brick, or stone unit pavers. Stamped concrete is prohibited.
  - iv. Landscaping— plant material in beds or pots shall be prohibited. Any landscape material planted in the TAZ or PKZ shall not project into the SWZ at a height less than 8 feet above finished SWZ grade.
  - v. Signs—temporary or permanent signs shall be prohibited.
  - vi. Walls and fences—temporary or permanent fences or enclosures shall be prohibited.
  - vii. Illumination— sidewalk-oriented light poles and fixtures shall be prohibited.
  - viii. Utilities— fire hydrants, transmission line poles, utility boxes, and traffic control devices shall be prohibited. Below grade utility lines and vaults shall be permitted.
- **c. Transition Area Zone (TAZ).** There shall be a minimum 5-foot TAZ width measured from the SWZ to the public realm-line.
  - i. Landscaping— the TAZ shall be landscaped a minimum of 20 percent of the total site frontage(s). All landscaping shall be selected, installed, irrigated, and maintained per 8.44.220 California MWELO requirements. Landscaping and trees shall comply with the 2022 Coachella Grapefruit Boulevard Standards (CGBS) Sections 5.106.12 through 5.106.12.3. A combination of decomposed granite mulching and drought tolerant native and desert-adaptable shrubs, succulents, ground cover, and ornamental trees shall be permitted. No planting bed shall be less than 3 feet in width. Live plant materials shall constitute a minimum of 25 percent of all surface area coverage at installation. A permanent underground irrigation system shall be installed. Spray irrigation shall be prohibited.
  - ii. Street furniture— permanent or temporary seating shall be permitted in the TAZ.
  - iii. Paving— permitted paved surfaces shall consist of brick, concrete, or stone unit pavers, concrete banding, or scored or brushed concrete with integral color pigment that is complementary but distinguished from the SWZ paving. Stamped concrete shall be prohibited. Steps that provide access to above-grade front door entrances are permitted.
  - iv. Illumination— building wall washing uplighting and landscape accent light poles and fixtures less than 18 inches in height shall be permitted. Sidewalk light poles and fixtures are permitted.
  - v. Walls and fences— retaining or landscape planter concrete or masonry walls or wrought iron fences 42 inches or less in height are permitted. Walls and fences shall include a landscaped setback of a minimum 2 feet width from the SWZ.
  - vi. Utilities—ground or façade mounted utilities shall be screened. Below grade utility vaults or lines shall be permitted in the TAZ.
  - vii. Parking— below grade parking structures shall be permitted in the TAZ.

## 5. Street Type B Standards.

a. Public Realm Setback. All new development in multi-family sites that front Major Arterial, Primary Arterial, or Collector street shall comply with a 20-foot minimum first floor setback measured from the back-of-curb to the public realm-line on public streets. No first-floor building façade shall be located beyond the public realm-line as specified in Figure 17.20.010.2.

FIGURE 17.20.010.2 STREET TYPE B PUBLIC REALM STANDARDS



i. Public easement— a 10 foot easement shall be provided.

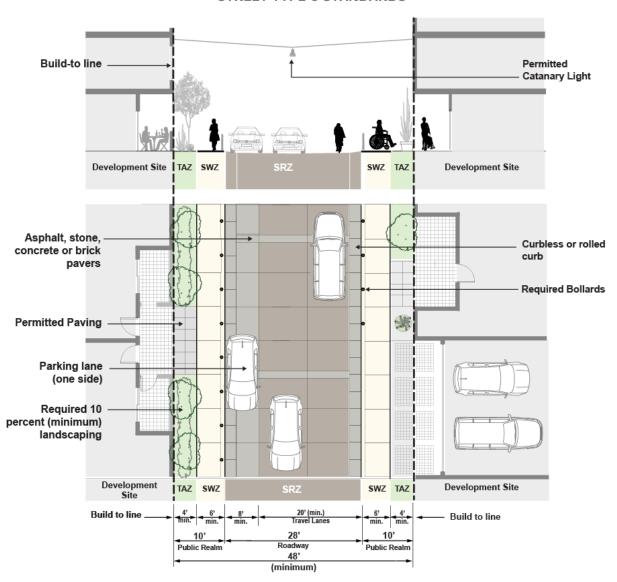
- ii. Structural exemptions— 1-foot wide building at-grade projections, columns, posts, or pilasters are permitted in the Transition Area Zone (TAZ) required public realm easement. A minimum of 3-foot width between the building structure and the Sidewalk Zone (SWZ) shall be provided.
- iii. Weather protection— awnings and canopies that extend a maximum of 5-feet over the public realm are permitted. A minimum vertical clearance of 8 feet measured from the public realm finished grade to the bottom of the awning or canopy structural components shall be provided.
- 6. **Street Type B Public Realm Zones.** The intent of the Street Type B public realm is to foster safe and comfortable pedestrian access to multi-family sites that front busier streets with traffic volumes greater than 15,000 ADT by providing a more robust landscaped buffer between the roadway and the sidewalk. Three distinct and contiguous sidewalk zones comprise the public realm.
  - **a. Parkway Zone (PKZ).** There shall be a required 10-foot parkway zone width measured from the back-of-curb to the SWZ.
    - i. Landscaping— the PKZ shall be landscaped a minimum of 60 percent of the total multifamily development site frontage(s). All landscaping shall be selected, installed, irrigated, and maintained per 8.44.220 California MWELO requirements and according to City approved landscape plans. Turf grass shall be prohibited. A combination of decomposed granite mulching and drought tolerant native and desert-adaptable shrubs, succulents, groundcover, and ornamental trees shall be permitted. Street trees shall be spaced a maximum of 25 feet on-center and have a minimum canopy radius of 15 feet at maturity. Landscape beds and tree wells shall have a minimum dimension of 4 feet in width and 12 feet in length. Live plant materials shall constitute a minimum of 25 percent of all surface area coverage at installation. A permanent underground irrigation system shall be installed. Spray irrigation shall be prohibited.
    - ii. Street furniture— benches, transit shelters, tables, chairs, trash receptacles, public art, bike racks shall be permitted.
    - iii. Illumination— sidewalk light poles and fixtures are permitted.
    - iv. Paving— poured in place concrete, brick, concrete, or stone unit pavers are permitted. A maximum of 40 percent paving of the PKZ shall be permitted. Cast iron tree grates shall be permitted and shall be included in any paving calculation.
    - v. Utilities— transmission line poles, sidewalk and roadway light poles and fixtures, utility boxes and vaults, and traffic control devices, are permitted in the parkway zone.
    - iv. Signs— temporary or permanent roadway or wayfinding signs shall be permitted. Advertising or development identification signs shall be prohibited.
  - b. Sidewalk Zone (SWZ). There shall be a required 6-foot sidewalk zone width measured between the Parkway Zone to the Transition Area Zone. There shall be no variation in location or width of the SWZ. Serpentine or curved sidewalk alignment is prohibited.
    - i. Accessibility— the required sidewalk zone width shall remain clear of all obstructions to maintain universal access. Steps are prohibited within the sidewalk zone.
    - ii. Paving— the SWZ shall consist of poured in place scored concrete or concrete, brick, or stone unit pavers. Stamped concrete is prohibited.

- iii. Street furniture—Permanent or temporary street furniture shall be prohibited.
- iv. Landscaping— plant material in beds or pots shall be prohibited. Any landscape material planted in the TAZ or PKZ shall not project into the SWZ at a height less than 8 feet above finished SWZ grade.
- v. Signs—temporary or permanent signs shall be prohibited.
- vi. Walls and fences—temporary or permanent fences or enclosures shall be prohibited.
- vii. Illumination— sidewalk-oriented light poles and fixtures shall be prohibited.
- viii. Utilities— fire hydrants, transmission line poles, utility boxes, and traffic control devices shall be prohibited. Below grade utility lines and vaults shall be permitted.
- **c. Transition Area Zone (TAZ).** There shall be a minimum 4-foot Transition area Zone width measured from the Sidewalk Zone to the public realm-line.
  - i. Landscaping— landscaping shall consist of a minimum of 50 percent of the total site frontage(s) excluding any frontage that includes an arcade. All landscaping shall be selected, installed, irrigated, and maintained per 8.44.220 California MWELO requirements Landscaping and trees shall comply with the 2022 Coachella Grapefruit Boulevard Standards (CGBS) Sections 5.106.12 through 5.106.12.3. A combination of decomposed granite mulching and drought tolerant native and desert-adaptable shrubs, succulents, groundcover, and ornamental trees shall be permitted. No planting bed shall be less than 3 feet in width. Live plant materials shall constitute a minimum of 25 percent of all surface area coverage at installation. A permanent underground irrigation system shall be installed. Spray irrigation shall be prohibited.
  - ii. Street furniture— permanent or temporary seating shall be permitted in the TAZ.
  - iii. Paving— to increase the width of the SWZ, permitted paved surfaces shall consist of brick, concrete, or stone unit pavers, concrete banding, or scored or brushed concrete with integral color pigment that is complementary but distinguished from the SWZ paving. Stamped concrete shall be prohibited. Steps that provide access to above-grade front door entrances are permitted.
  - iv. Illumination— building wall washing uplighting and landscape accent light poles and fixtures less than 18 inches in height shall be permitted. Sidewalk light poles and fixtures are permitted.
  - v. Walls and fences— retaining or landscape planter concrete or masonry walls or wrought iron fences 72 inches or less in height are permitted. Walls and fences shall include a landscaped setback of a minimum 2 feet width from the SWZ.
  - vi. Utilities—ground or façade mounted utilities shall be screened. Below grade utility vaults or lines shall be permitted in the TAZ.
  - vii. Parking—below grade parking structures shall be permitted in the TAZ.

## 7. Street Type C Standards.

a. Private Street Standards. The intent of private street standards is to foster a low speed, multi-modal access where driving, walking and cycling space can be integrated. All new development sites that include private roadways shall comply with a 48-foot minimum right-of-way width measured between the fronting build-to lines. No portion of any building façade shall be located beyond the build-to line as specified in Figure 17.20.010.3.

FIGURE 17.20.010.3 STREET TYPE C STANDARDS



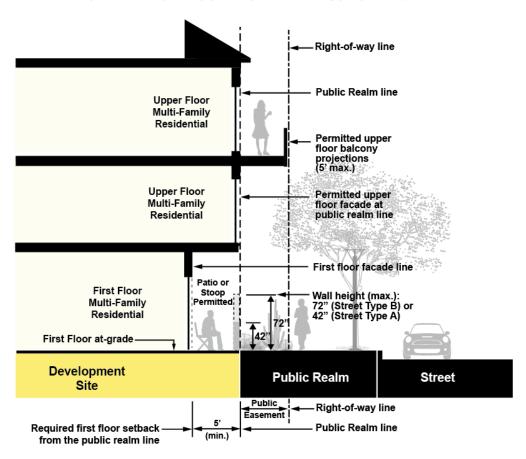
- i. Public access— an access easement for walking and biking shall be provided for private property internal streets. Access shall be maintained 24 hours per day and all days of the year. No walking and biking ingress or egress from public streets shall be gated.
- ii. Amenity— the streets shall be designed as a component of an integrated system of common open spaces and paseos of the site while providing essential auto and delivery access to access parking garages and first floor residential entries. The design of the streets shall be unified, consistently utilizing the same paving, landscaping, illumination, and street furniture elements of paseos and common open spaces.
- iii. Speed limit— a maximum 15 mile per hour speed limit shall be required for all internal private streets. Speed humps, tabled intersections, or other Fire Department approved traffic calming measures shall be provided to ensure low speeds.
- **8. Street Type C Private Street Zones.** Three integrated and blended street zones comprise the private streets.
  - a. Shared Roadway Zone (SRZ). Motor vehicle traffic shall be permitted to include either one-way or two-way traffic patterns. A 20-foot minimum width multi-modal roadway shall be provided.
    - i. Fire access— all roadways shall comply with fire apparatus access standards of the California Fire Code and the Riverside County Fire Department.
    - Surface treatment— paving shall be asphalt, stone, brick or concrete unit pavers or poured in place concrete with integral color pigment. Stamped concrete shall be prohibited.
    - iii. Curb free streets shall be integrated with the Pedestrian Refuge Zone. Curbless or rolled curbs shall be permitted.
    - iv. Illumination— cantenary street lighting shall be permitted. Emergency and maintenance vehicle height clearances shall be maintained.
    - v. Parking— one-sided parallel curbside parking (8-foot maximum width) in addition to the minimum 20-foot width shall be permitted. Angled or head-in parking shall be prohibited.
  - b. Sidewalk Zone (SWZ). Two SWZ zones shall be provided. The zones are intended to provide a pedestrian-protected area free of motor vehicle traffic. A 6-foot width measured from the back-of-curb to the Transition area Zone shall be provided.
    - i. Universal accessibility— the zone shall include a 5-foot (minimum) wide clear width that is free of all obstructions to maintain American Disabilities Act (ADA) access. Steps or ramps are prohibited within the zone.
    - ii. Physical separation cast iron or concrete bollards shall be provided to protect pedestrians from the shared street within a 1-foot zone from the back of the curb.
       Bollards shall be spaced a maximum of 10 feet on-center. Traffic or wayfinding poles shall be permitted within this zone between the bollards.
    - iii. Paving— paving shall be brick or concrete unit pavers or poured in place concrete with integral color pigments. Concrete banding and scoring pattern shall differentiate the SWZ from the SRZ. Differentiated stone, brick or concrete paving, differentiated concrete banding and scoring patterns shall be provided at parking garage and intersection conflict points.

- iv. Street furniture— benches, tables, chairs, trash receptacles, and bike racks are prohibited in the zone.
- v. Landscaping— shrubs, groundcover, and street trees are prohibited in the zone. Any landscaping planted in the adjacent Transition Area Zone shall not project into the SRZ at a height less than 8 feet above finished SRZ grade.
- vi. Utilities— transmission line poles, utility boxes and vaults are prohibited in the zone.
- **c. Transition Area Zone (TAZ).** There shall be a minimum 4-foot transition area zone width measured from the SWZ to the build-to line.
  - i. Landscaping— the TAZ shall be comprised of a minimum of 10 percent of the total building frontage(s). All landscaping shall be selected, installed, irrigated, and maintained per 8.44.220 California MWELO requirements. A combination of decomposed granite mulching and drought tolerant native and desert-adaptable shrubs, succulents, groundcover, and ornamental trees shall be permitted. Landscape planting beds shall have a minimum width of 3 feet. Any landscape material shall not project into the SWZ or SRZ at a height less than 8 feet above finished SRZ grade.
  - ii. Paving— stone, brick or concrete unit pavers or poured in place concrete with integral color pigments is permitted in the TAZ. Steps are permitted to above grade first floor entrances.
  - iii. Street furniture— permanent or temporary seating shall be permitted in the transition area zone.
  - iv. Walls— retaining walls or landscape planting walls less than 42 inches in height shall be permitted.
  - v. Utilities— ground or façade mounted utilities shall be screened. Below grade utility vaults or lines are permitted.
  - vi. Parking— auto parking along driveway aprons shall be prohibited.

- **C. Public Realm Transition Standards.** The intent of the standards is to address all potential first floor residential or commercial building conditions and establish requirements for any required building setback behind the public realm line along Street Type A and Street Type B. The standards prescribe at-grade and above grade conditions for first floor uses and conditions for upper floor projections.
  - 1. **First Floor Transition Area Use.** All multi-family or multi-family mixed use development fronting either Street Type A and Street Type B shall comply with the following standards for the use of any site frontage area between the building facade and the public realm line.
    - a. Motor Vehicle Parking and Service Access. Driveways shall be limited to the minimum width and length necessary to provide direct and efficient motor vehicle ingress to and egress from off-street parking, loading, or service parking spaces located behind a build-to-line. Rideshare drop-off and pick-up short-term parking spaces are permitted within the setback.
    - **b. Utilities.** Public utilities vaults and transmission lines shall be fully screened or subterranean.
    - c. Residential Unit Private Space Enclosures. Patio walls that are 42 inches or less in height above the finished grade of the adjacent public realm are permitted for Street Type A frontages; patio walls that are 60 inches or less in height above the finished grade of the adjacent public realm are permitted along Street Type B frontages.
    - **d. Steps, Stoops, or Terraces.** Shall be prohibited along first floor commercial tenant storefront frontages. 30-inch (minimum) and 48 inch (maximum) height terraces, steps and stoops are permitted for first floor residential units. At-grade or above-grade individual residential entrances shall comply with all Multifamily Building Design Standards of this ordinance.
    - **e. Parking Garages. S**ubterranean parking garages, including below grade equipment, service, utility, and storage areas that extend to the property line are permitted.
    - **f. Landscaping.** Any area between the public realm line and the building shall be landscaped a minimum of 60 percent of the total multi-family building frontage where at-grade ground floor residential units are provided. All landscaping shall comply with the site landscaping standards of this ordinance.
    - **g. Exemptions.** First floor residential units subject to California Building Code accessibility requirements shall all be exempt from the steps, stoops, or terrace standards and landscape standards. The landscape minimum area standards do not apply to building frontages where interior vertical circulation stairs and elevators; common areas, or lobbies occur.

2. At-Grade First Floor Residential Use. The intent of the standards is to provide adequate privacy separation between the first-floor unit interior living space and the public realm. All buildings with a first-floor residential units that are at-grade with the adjacent public realm shall comply with the following standards as specified in Figure 17.20.010.4

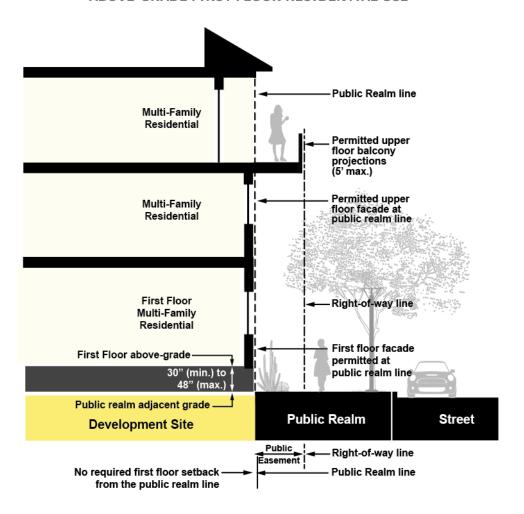
FIGURE 17.20.010.4
PUBLIC REALM TRANSITION STANDARDS
AT-GRADE FIRST FLOOR RESIDENTIAL USE SETBACK



- **a. Public Realm Line Setback.** A minimum 5-foot first floor setback from the public realm line shall be provided for residential units.
- **b. Private First Floor Residential Use.** Residential front door stoops or enclosed patios shall be permitted within the 5-foot minimum setback.
- **c. Projections.** Upper floors of multi-family buildings are permitted to project over any first-floor setback to the public realm line. Upper floor residential balconies are permitted to project to the right-of-way (property line) or 5 feet, whichever is less.

3. Above-Grade First Floor Residential Use. The intent of the standards is to provide a privacy grade separation between the first-floor units and the public realm. Buildings shall comply with all the above-grade standards as specified in Figure 17.20.010.5

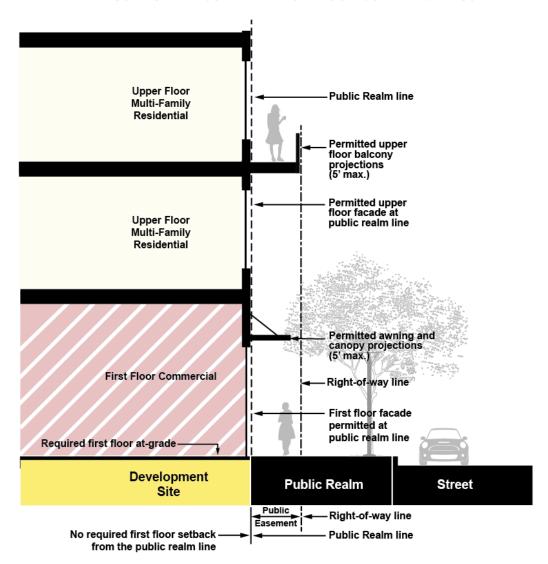
FIGURE 17.20.010.5
PUBLIC REALM TRANSITION STANDARDS
ABOVE-GRADE FIRST FLOOR RESIDENTIAL USE



- **a. Public Realm Line Zero Setback.** Where residential units are constructed at the public realm line, the finished first floor shall be a minimum of 30 inches and a maximum of 48 inches above the adjacent public realm grade.
- **b. Private First Floor Residential Outdoor Use.** Where provided, first floor balconies shall be permitted to project a maximum of 18 inches beyond the public realm line. Terraces shall not project beyond the public realm line.
- **c. Projections.** Upper floors of multi-family buildings are permitted to project over any first-floor setback to the public realm line. Upper floor residential balconies are permitted to project to the right-of-way (property line) or 5 feet, whichever is less.
- **4. At-Grade Commercial Use.** The intent of the standards is to permit direct first floor access between first floor commercial uses and the public realm. All mixed-use buildings with an at-grade

first floor commercial use that are adjacent public realm shall comply with the following standards as specified in Figure 17.20.010.6

## FIGURE 17.20.010.6 PUBLIC REALM TRANSITION STANDARDS MIXED USE BUILDINGS WITH FIRST FLOOR COMMERCIAL USE



- **a. Public Realm Setback.** Mixed use multi-family development with a first-floor commercial component setbacks shall not be required.
- **b. Projections.** Upper floors of multi-family buildings are permitted to project over any first-floor setback to the public realm line. Upper floor residential balconies and first floor or upper floor canopies or awnings are permitted to project to the right-of-way (property line) or 5 feet, whichever is less.
- D. Site Landscaping Standards. Landscaping shall be provided to unify multiple buildings on development sites, enhance the enjoyment and beauty of public and private spaces, provide visual screening for existing adjacent uses, and aid in energy conservation by providing shade from the sun and shelter from the wind. The following standards shall apply to the landscape materials, placement, layout and installation for all

multifamily zones, and mixed-use zones where multi-family building occur. All landscaping shall comply with any other applicable landscaping requirements identified in Chapter 17.60 Development Standards.

- 1. **Desert Appropriate Landscaping Standards.** All landscaping shall be selected, installed, irrigated, and maintained per any applicable 8.44.220 Coachella Model Water Efficient Landscape ordinance requirements and City approved landscape plans.
  - a. Landscape Design. A combination of decomposed granite mulching and drought tolerant native and desert-adaptable shrubs, succulents, groundcover, and ornamental trees shall be provided for all required landscaped areas. Turf grass installation shall be prohibited throughout with the exception of active recreation areas. Live plant materials shall constitute a minimum of 25 percent of all surface area coverage at installation.
  - **b. Required irrigation.** A permanent underground irrigation system shall be installed. Spray irrigation shall be permitted for recreation turf areas only.
- 2. Minimum Common Area Landscaping Standards. No less than 20 percent of the total required usable common open space for multifamily residential development shall be comprised of landscaped beds, planters, or pots.
  - **Planters and Pots Requirements.** Planters and pots shall have a minimum length, width, diameter, and depth of 36 inches.
  - **b. Minimum Planting Bed Dimensions.** Beds shall be a minimum of 4 feet in width and 12 feet in length.
  - c. Required Landscape Areas. Landscaping is required in the setback area for individual residential units on the ground floor, except for where a walkway, ramp, stoop, or stairs are directly adjacent to the public realm. Landscaping shall be of an appropriate height to screen the residential unit walls and stoops.

- E. Site Outdoor Illumination Standards. Minimum illumination requirements of multi-family and mixed development sites and adjacent public realm shall be provided to ensure nighttime safety for residents and other users. Lighting shall be permitted to animate gathering areas and extend hours of the day that residents use sidewalks and common spaces. No lighting shall create any unnecessary nuisance for site residents and adjoining property occupants.
  - 1. **General Provisions.** All exterior lighting shall be designed, located and installed in order to prevent over-lighting, energy waste, glare, light trespass and unintentional sky glow. Lighting shall be permitted to highlight building and landscape features and provide Illumination for mixed use business operations.
    - **Luminaires and Poles.** Multifamily residential sites and building façades shall comply with the following standards.
      - i. Sky glow limitations— all parking lot and common area light fixtures shall be fully shielded, and dark sky rated.
      - ii. Maximum Illumination Impact— the extent of light coverage of all site light installations shall not exceed a 2-foot candle maximum illuminance impact on any fronting residential or commercial sites.
      - iii. Energy efficiency— all non-essential exterior mixed use commercial and multi-family residential lighting shall be turned off after business hours and/or when not in use. All commercial lights shall be on a timer.
      - iv. Security— sensor activated lights are to be used for security purpose lighting only. Security luminaires shall not be triggered by activity off the development site, including the fronting public realm.
      - v. Glare restrictions— awning or canopy lights shall be fully recessed or fully shielded so as to ensure that no light source is visible from or causes glare on the public realm or adjacent properties.
      - vi. Exceptions— luminaries and poles used for resident recreation area courts, pools, and play areas shall be exempt from the height and illumination restrictions provided all other provisions of this section are met and the light is used only while the recreation area is in use.
  - 2. Site Open Space, Public Realm, Roadway, and Exterior Building Lighting. All parking lots, accessible common areas, and private residential open space area lighting shall comply with all location requirements identified in the public realm standards of this subsection and the following additional location, height and illumination standards as follows:
    - a. Public Realm and Development Site Common Area Lighting. Pedestrian-oriented lighting shall have a maximum light pole and luminaire height of 15 feet. Sidewalk lighting shall have an average of 2-foot candles and a minimum of 1-foot candle and a maximum of 5-foot candles.
    - **b.** Landscape and Building Facade Accent Lighting. Glare-free direct accent light fixtures with an illumination ratio of less than 30:1 shall be permitted to highlight façade articulation, artwork, and landscape specimen plantings.
    - c. Parking Lot, Private Roadway, and Driveway Lighting. Parking area lights shall be greater in number, lower in height, and lower in light level, as opposed to fewer in number, higher in height, and higher in light level. The light pole and luminaire height shall be no greater than 18 feet above the parking lot finished grade. Parking lot lighting shall not exceed an overall average illumination of 1.5 foot-candles. Lighting shall have a minimum 1 foot candle and a maximum of 4 foot candles. Private roadway and driveway catenary or pole mounted luminaires shall be LED, unless otherwise determined City of Coachella Public Works. Streetlights shall meet all City of Coachella Public Works illumination and standard specifications and procedures for installation height, number, and location.

- F. Site and Public Realm Utilities Standards. Utilities required for the function and operation of any multi-family development shall be integrated into sites, facades, and roofs to ensure that they do not detract from the visual quality of a public realm or building facades, or pose health or safety hazards to residents, visitors, and employees. All development shall comply with any utility service provider requirements for access, maintenance, and service; and any applicable Engineering Department standards and specifications for installation. For all multi-family and mixed-use buildings and sites, the following standards shall be met.
  - 1. Underground Utilities. New and existing utilities service connections including wires, cable, and pipelines and equipment shall be placed entirely below ground when located within a multi-family or mixed development site undergoing new development or redevelopment, and/or along the length of the front yard property line in the adjoining half-street, except when the following conditions are met:
    - **a. Feasibility.** Where undergrounding of utilities within a site is not feasible due to utility or infrastructure conflicts, topographic conditions, or site limitations. The Engineering Department Director shall have the authority to waive, limit, or modify the requirement for such improvements.
    - **b. Exemptions.** Fire hydrants and Fire Department connections as required by the International Fire Code, and any traffic control devices as required by the Engineering Department shall be exempted from all requirements of this ordinance.
  - 2. **Site At-Grade Utilities.** Utility facilities that cannot feasibly be installed underground shall be located and screened with landscaping or walls consistent with the standards of this ordinance to minimize their impact.
    - a. Required screening. All exterior mechanical and electrical equipment, which includes, but is not limited to façade mounted or ground mounted Heating, Venting, and Cooling (HVAC) units, gas and electric utility meters, telecommunication equipment, backflow preventions, assemblies, irrigation control valves boxes, and electrical transformers shall be screened.
      - i. Panels and meter locations— exterior utility panels and meters shall be located on building side yard or rear yard facades.
      - ii. Wall or vegetative screening requirements— walls, landscaping, or the combination of these screens shall have a minimum of 75 percent opacity and shall be a equal or exceed the height of the screened utilities. Screening walls shall utilize the same design elements, colors and materials of the building.
      - iii. Accessibility— all screening shall not prohibit access for maintenance and emergency service or repair. Access standards identified by utility providers shall be met.
  - 3. Roof-mounted Utilities. Exposed mechanical equipment shall be visually screened by a 75 percent (minimum) opaque or solid, non-reflective visual barrier. The design and materials of the visual barrier shall comply with the following requirements:
    - a. Architectural Screening. Screening be comprised of parapets, screen walls, trellis systems, or mechanical penthouses and shall include common design elements and finish materials of the building facades. Screening shall be as high and wide or higher and wider than the equipment it screens.
  - **4. Antennas.** All telecommunication antennas, including but not limited to dishes, towers, and wires shall be installed and maintained in compliance with applicable requirements of the building code and standards of the Coachella Municipal Code Chapter 17.68- Antennas.
- G. Site Freestanding Walls, Fences, and Gates Standards. The standards shall be applied for at-grade visual screening between multifamily buildings, the public realm, parking lots, and adjacent development; first floor residential unit privacy patio walls; and private residential or commercial common areas. No

freestanding wall, fence or gate shall preclude direct and convenient access for residents, visitors, or employees to building lobbies, or individual unit front doors from the public realm.

- 1. **General Requirements.** All walls and fences shall be installed and maintained in compliance with all applicable standards for residential single family zone fences of Chapter 17.60.
  - **a. Emergency Access.** All wall fences shall not restrict access for fire department vehicles. All development shall comply with fire vehicle accessibility standards of the California Building Code, the Coachella Chapter 15.24- Fire Code, and shall be approved by the fire code official. The fire official shall have the authority to waive, limit, or modify the standards and requirements of this ordinance.
  - **b. Swimming Pool Enclosure Fences.** All fences required to enclosure swimming pools, hot tubs, spas, and associated facilities shall be exempt from these standards and shall comply with all California Building Code requirements and standards.
  - **c. Location.** All freestanding walls, gates or fences shall be located a minimum of 2 feet behind any public realm line.
  - d. Materials. Walls shall be constructed of either masonry units that are clad in true stucco or Exterior Insulation Finishing Systems (EIFS), or decorative perforated breeze-block Concrete Masonry Units (CMU Blocks). Wrought iron fences are permitted when used in combination with evergreen landscaping that meets the 75 percent minimum opacity standard. Fences and gates constructed of chain link, wood, and vinyl are not permitted along public realm or common area frontages.
- 2. Parking Lot Screening Walls. All parking lots that front a public realm or common open space shall be screened by walls or a combination of walls, earth berming, and an evergreen hedge of equal height and opacity to the parking screen wall. All freestanding at-grade parking lot screening walls shall be a minimum of 42 inches in height and shall have a minimum of 75 percent opacity.

- **H. Site Solid Waste Container Enclosures Standards.** Enclosures are necessary to ensure that garbage and recycling areas are properly located and screened from view from the public realm. Where possible solid waste containers should be located in a designated trash room of a building. Solid waste enclosures shall comply with the following standards:
  - 1. Placement. Containers shall be placed behind the front façade of the primary building and outside of any easements and rights-of-way, unless expressly permitted by the City of Coachella. Containers and their screening enclosures shall be permitted to reduce the number of required parking stalls and maneuvering space. Required parking shall not be reduced without submittal and approval of an approved site plan.
    - a. Collection Vehicle Access. A 20-foot-wide unobstructed vehicular service drive must be maintained as measured from the truck collection side of an enclosure or container placement area. Containers and enclosures located perpendicular to or along a service drive must have no less than a 30-degree angle to the drive aisle.
    - b. Collection Vehicle Clearance. A minimum 24-foot height clearance must be maintained along the 15 feet of vehicular path closest to the servicing side of the solid waste container or enclosure to enable overhead lifting of the container for servicing. The remaining length of the unobstructed vehicular path must maintain a minimum 16-foot height clearance. A minimum 24-foot height clearance over containers must be maintained to allow overhead lifting of the container for servicing.
  - 2. Container Screening. All containers shall be screened from view of adjacent streets, public open space, and directly adjacent side and rear yard properties. The enclosure shall be compatible in design, material, and color to the primary multifamily or mixed-use building(s) on the site.
    - a. Concealed Service Area Placement. Containers shall be screened from view by buildings, freestanding screening walls, and/or combined within irrigated evergreen vegetated screen equal or greater in height of the enclosure. The containers should be located in a service area is an area at the rear or side of the building and designated for discreet service functions including deliveries, loading of goods, staging, solid waste collection and compaction, and similar activities supporting operations of the multi-family site.
    - b. Enclosure Wall Design Standards. Enclosures shall be a minimum of 7 feet in height, 12 feet in width and length. Enclosures must be constructed of cast-in -place concrete or concrete masonry block. Wood, vinyl, wrought iron or chain link fences, cementitious or metal panels materials shall be prohibited. EIFS cladding shall be prohibited. Gates shall be provided that are solid, heavy-gauge metal or of a heavy-gauge metal frame clad with a heavy gauge sheet metal or other suitable, opaque material compatible to the primary multi-family structure. Five-foot-high bollards shall be placed 1-foot from all sides of the structure. All screening walls must be continually maintained in a state of good repair. Living vegetative screens must be installed and maintained in compliance with the landscape standards of this ordinance.

## 17.20.015 Multi-family Building Design Standards

- A. Applicability. The building design standards provided in this subsection shall apply to G-N General Neighborhood, U-N Urban Neighborhood, and applies to multi-family residential buildings in the DT-PV Downtown Pueblo Viejo zone, DT-PV Transition zone, and the U-E Urban Employment, and Neighborhood Commercial Zone District. The following design standards shall be used in determining a project's consistency with the purpose of this Code of Ordinances and with the policies of the General Plan related to building design. The standards shall apply to all new multi-family residential building construction. Review of projects under this subsection is ministerial and shall be consistent with 17.72. Architectural Review procedures and requirements.
  - 1. **Building Modulation.** The design of the building façade and roof shall be modulated to reduce the building's scale— the perceived size and presence in relation to its existing or planned setting; and building massing— the overall volume of the structure. For all multifamily and mixed-use development, applicants shall select one of the four building modulation options.
    - a. **Development Standards.** The selected option shall comply with the site's development standards based upon the zone in which it is located, as identified in Tables 2-4 and 2-5 of this ordinance, including permitted minimum and maximum density, lot area requirements, yard requirements, encroachments for colonnades and arcades, height limits, stepbacks, distance between buildings, usable open space standards, and parking standards.
    - **b. Street Type.** Standards for building modulation shall apply only to building façades fronting Street Type A, Street Type B, and Street Type C.
    - **c. Common Area Façades.** Standards for building modulation shall apply to façades that front usable open space common areas.
    - **d. Sites with Multiple Buildings.** Sites may be composed of multiple buildings utilizing one or more options.
  - **2. Modulation Options.** For all multifamily and mixed-use development, applicants shall select one of three options. All of the standards and requirements for building modulation shall be met.
    - a. Option 1. The standard shall be applied only to multifamily and mixed-use buildings where:
      - i. Minimum density— 20 dwelling units per acre,
      - ii. Zone— General Neighborhood (G-N), Urban Neighborhood (U-N), and Urban Employment (UE) zones.
    - **b. Option 2.** The standard shall be applied only to multifamily and mixed-use buildings where:
      - i. Maximum density— less than 20 dwelling units per acre.
      - ii. Zone— General Neighborhood (G-N) and Downtown Transition (DT-PV Transition) zones.
    - c. Option 3. The standard shall be applied to multifamily and mixed-use buildings for:
      - All multifamily residential buildings.
      - ii. All multifamily and mixed-use zones.

- **3. Option 1 Standards.** The standards are intended to result in buildings with complex, varied, asymmetrical form and massing.
  - a. **Vertical Modulation.** Building façade modulation shall be achieved by providing asymmetrically arranged, irregularly stepped variations in building façade height and width. The number and arrangement of façades for all buildings greater than 2 stories in height shall be modulated as identified in Figure 17.20.015.7.

FIGURE 17.20.015.7 OPTION 1 STANDARDS VERTICAL MODULATION



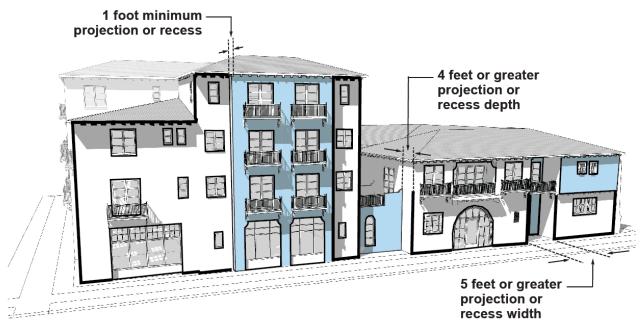
- Height 1: 75 percent (maximum) of total building façade area
- Height 2: 10 percent (minimum) of total building facade area
  - greater or lesser facade height
- Height 3: 5 percent (minimum) of total building facade area

greater or lesser facade height

- i. Variation— buildings 3 floors in height shall include a minimum of 2 façade heights. Buildings 4 floors in height shall include a minimum of 3 façade heights.
- ii. Arrangement— The primary façade height shall comprise more than 75 percent of the total building façade. A second façade shall be provided that comprises a minimum of 20 percent of the total façade area. A third façade height shall be provided that comprises a minimum of 5 percent of the total façade area/
- iii. Prohibited— façades vertically modulated with a uniform base, middle, and top utilizing projecting belt course or cornices or uniform stepping of floors.

**b. Horizontal Modulation.** Building horizontal façade modulation shall be achieved by providing a combination and variation in location, width, and depth of façade recesses and projections. For all buildings greater than 2 stories in height, façades shall be modulated horizontally as identified in Figure 17.20.015.8.





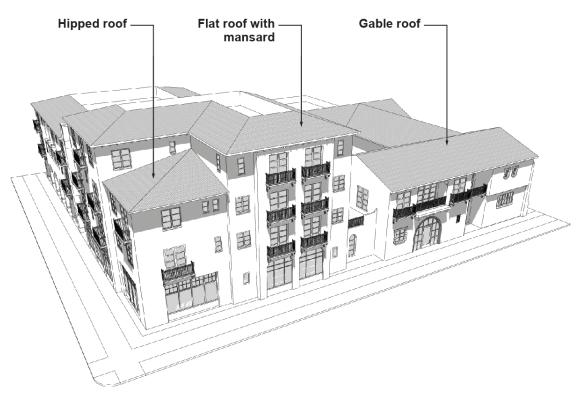
25 percent minimum recessed or projected façade

Primary façade

- i. Variation— façades recesses or projections shall include a minimum of two different heights. Heights shall vary 10 feet (minimum). No more than 25 percent of any façade shall include projections or recesses that are equal in height.
- ii. Arrangement— A minimum of 25 percent of the total façade area shall be recessed or projected from the primary façade.
- iii. Width— recesses or projections shall be a minimum of 10 feet in width. No more than 4 façade projections or recesses shall be of equal width.
- iv. Depth— recesses and projections shall be 4 foot or greater in depth, measured from the primary façade of the building. A minimum of 10 percent of recessed or projected façade area shall be 10 feet or greater in depth.
- v. Articulation— Recessed or projecting balconies, bays, oriels, exterior walkways, stairs, and terraces shall be layered and integrated into the façade modulation as an essential component of all façade compositions.
  - However, projecting, or recessed balconies, bays, and oriel architectural articulation shall be excluded as part of the calculation of required recessed or projected façade modulation area.

c. Roof Form and Materials. Roof volume and massing shall contribute to and complement façade horizontal and vertical modulation. All buildings shall create a varied building silhouette by providing a variety of primary and secondary roof forms that are comprised of different widths, heights, and sizes as illustrated in Figure 17.20.015.9.

## FIGURE 17.20.015.9 OPTION 1 STANDARDS ROOF FORM

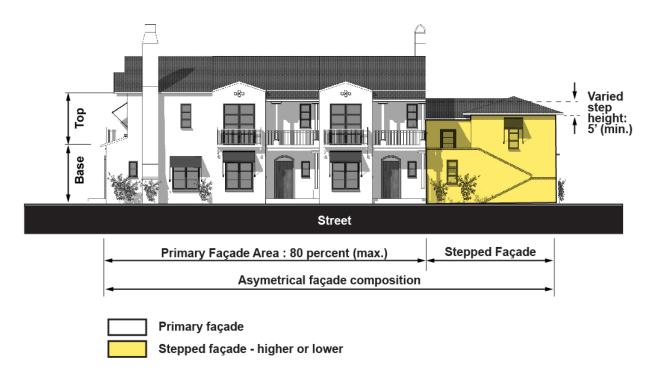


- i. Required sloped roof forms— hipped or gabled roofs forms with a minimum slope of 3:12 and a maximum slope of 4:12 shall be required for a minimum of 60 percent of all roof area.
- ii. Permitted flat roof forms— Parapet and mansard-screened flat roofs are permitted. Mansard roofs shall have a minimum 3:12 and a maximum 4:12 slope. Flat roofs with mansards or parapet wall enclosures shall not comprise more than 40 percent of total roof area.
- iii. Roof Materials— all sloped roofs shall consist of long-lasting, durable clay or concrete tiles. Standing seam metal, asphalt, or wood shingle or shake roofs shall be prohibited.
- iv. Rooftop Amenities— rooftop private terrace or occupied outdoor common space, and stair and elevator penthouse structures shall be permitted and shall be exempt from the required flat roof area requirements.

- **d. Façade Colors.** All façade surfaces shall be painted. Paint color and finish shall be muted and flat to imitate colors found naturally in desert soil, trees, rocks, and other organic materials of the Coachella Valley. Paint hues and tones shall be limited to warm white shades and rich warm colors containing some brown, ranging from neutral tan to deep brown.
  - i. Primary color and secondary façade colors— shall be limited to a maximum of 2 paint colors. A primary color shall comprise a minimum of 80 percent of total of all façades. A secondary color shall comprise a maximum of 20 percent of any façade fronting a public realm.
  - ii. Windows, doors, and trim colors— limited to a maximum of 3 paint colors. Building windows shall be limited to shades of blue, black, or warm colors containing deep brown.
  - iii. Exemptions— all approved murals or other public artwork painted on façades shall be exempt from all façade color standards.
- **e. Façade Materials.** Façades shall be clad with durable and long-lasting materials that cannot be degraded by desert sun and high temperatures. Façades are permitted to be comprised of a single cladding material. No more than two façade materials shall be utilized for any façade.
  - i. Primary and secondary façade materials— where 2 materials are utilized, a primary material shall clad a minimum of 80 percent of the total building façade area. A secondary material shall comprise no more than 20 percent of any public realm fronting façade.
  - ii. Prohibited façade materials— wood siding, cementitious siding, metal panel, glazed spandrel curtain wall, un-clad poured in-place concrete or concrete masonry block, and stacked stone veneer siding, panels, or sheets.
- **f. Fenestration.** The arrangement, location, and character of door and window openings shall provide depth, shade, and shadow and contribute to a varied facade composition.
  - i. Arrangement— door and window locations shall be vertically and horizontally offset in an asymmetrical pattern. For façades greater than 2 floors in height, a maximum of 50 percent of any façade area shall be arranged in a vertically stacked windows and door pattern.
  - ii. Recess depth— No window shall be flush with any building façade. Individual or combined window and door system shall be recessed a minimum of 4 inches from the façade. The recess shall be measured from the outer face of the window glazing or door surface to the outer surface of the façade cladding.
  - iii. Projection depth— projecting sills, lintels, and trim shall not be required for any window or door. Where provided, sills, lintels, and trim shall project a maximum of 2 inches beyond the facade cladding surface.
  - vi. Shading— upper floor door and window shading is permitted. Awnings or canopies that project no more than 4 feet beyond the façade are permitted. For mixed use multifamily buildings with commercial first floor use, first floor awnings and canopies are permitted. All public realm and setback standards of this ordinance for projections shall be met.

- **4. Option 2 Standards.** All Option 2 building design standards shall apply to buildings two floors or less in height. All buildings shall comply with the following standards.
  - a. Vertical Modulation. Building vertical façade modulation shall be required. For any vertically modulated buildings greater than 1 story in height, façades shall be modulated vertically as identified in Figure 17.20.015.10.

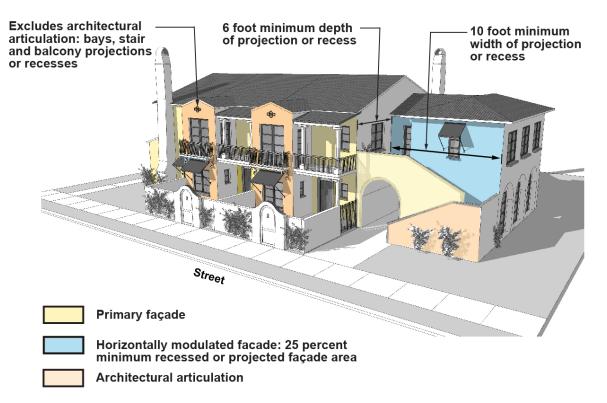
FIGURE 71.20.015.10 OPTION 2 STANDARDS VERTICAL MODULATION



- i. Façade height variation— changes in façade height is not required for building 2 floors or less in height. Any variation in building façade height shall be asymmetrical. Where façade height variation is provided, a maximum of 80 percent of the total primary façade area shall be of a uniform height. Stepped façade height shall be a minimum of 5 feet higher or lower than the primary façade height.
- ii. Vertical differentiation— buildings 2 floors or greater are not required to provide façade differentiation between lower (base) and upper (top) floors. Use of functional and/or decorative horizontal belt courses that extend the entire length of the façade is prohibited.
- iii. Prohibited— façades vertically modulated utilizing façade material and color changes to differentiate any portion of the base (first floor) from the top (second floor).

**b. Horizontal Modulation.** Building horizontal façade modulation shall be achieved by providing façade recesses and/or projections. For all buildings greater than 1 story in height, façades shall be articulated horizontally as identified in Figure 17.20.015.11.

# FIGURE 17.20.015.11 OPTION 2 STANDARDS VERTICAL MODULATION



- i. Arrangement— a minimum of 25 percent of the total façade area shall be recessed or projected from the primary façade. Horizontal modulation variation in location, width, and depth is not required. Recessed or projecting balconies, exterior walkways, stairs, and stepback terraces shall be integrated as an essential component of all façade compositions.
- ii. Width— recesses or projections shall be a minimum of 10 feet in width
- iii. Depth— recesses and projections shall be 6 feet or greater in depth, measured from the primary façade of the building.
- iv. Articulation— Recessed or projecting balconies, bays, oriels, exterior walkways, stairs, and terraces shall be layered and integrated into the façade modulation as essential components of all façade compositions.
  - However, projecting or recessed balconies, bays, and oriel architectural articulation shall be excluded as part of the calculation of required recessed or projected façade modulation area.

- c. Roof Form and Materials. Roofs shall contribute to and complement façade variations in volume and massing. A variety of roof widths, heights, sizes, and forms are permitted but are not required. No roof overhang shall project more than 1 foot beyond any building façade or balcony. Any rooftop mechanical equipment shall comply with all rooftop screening standards of this ordinance.
  - i. Roof forms— sloped roof forms shall comprise a minimum of 80 percent of the total roof area. Hipped or gabled roof forms with a minimum slope of 3:12 and a maximum slope of 4:12 shall be required. A maximum of 20 percent of the total roof area shall be permitted to include flat roofs screened by mansards that have a minimum 3:12 and a maximum 4:12 roof slope.
  - ii. Roof Materials— all sloped roofs shall consist of long-lasting, durable clay or concrete tiles. Standing seam metal, asphalt or wood shingle or shake roofs shall be prohibited.
- d. Façade Colors. All façade surfaces shall be painted. Paint color and finish shall be muted and flat to imitate colors found naturally in desert soil, trees, rocks, and other organic materials of the Coachella Valley. Paint hues and tones shall be limited to warm white shades and rich warm colors containing some brown, ranging from neutral tan to deep brown.
  - i. Primary color and secondary façade colors— utilization of a single façade color shall be permitted. A maximum of 2 paint colors shall be permitted. A primary color shall comprise a minimum of 80 percent of total of all façades. A secondary color shall comprise a maximum of 20 percent of any façade fronting a public realm.
  - ii. Windows, doors, and trim colors— limited to a maximum of 3 paint colors. Building windows shall be limited to shades of blue, black, or warm colors containing deep brown.
- **e. Façade Materials.** Façades shall be clad with durable and long-lasting materials that cannot be degraded by desert sun and high temperatures. Façades are permitted to be comprised of a single cladding material. No more than two façade materials shall be utilized for any façade.
  - i. Primary façade materials— where 2 materials are utilized, a primary material shall clad a minimum of 80 percent of the total building façade area. A secondary material shall comprise no more than 20 percent of any public realm fronting façade.
  - ii. Permitted secondary materials include cast in place or precast concrete, decorative tiles, painted metal, treated or painted wood exposed structural beams, columns, and posts for balconies, trellises, or arcades.
  - iii. Prohibited façade materials— wood siding, cementitious siding, metal panel, glazed spandrel curtain wall, un-clad poured in-place concrete or concrete masonry block, stacked stone veneer siding, panels, or sheets; moulded simulated stucco (EIFS) cornices, belt, courses, door and widow trim, sills, and lintels.

- **f. Balconies.** Private balconies shall be provided for a minimum of 25 percent of all residential units fronting the public realm.
  - i. Articulation— balconies are permitted to be recessed or projected from the building's primary or horizontally modulated façade.
  - ii. Minimum depth— balconies shall project or recess a minimum of 6 feet from the building's primary or horizontally modulated façade.
  - iii. Shading— balconies are permitted but not required to include a projecting roof structure above.
- **g. Fenestration.** The building façade shall be articulated to create visual interest and provide weather protection. The arrangement, location and of character of door, window openings shall be "punched in" to provide depth, shade, and shadow.
  - i. Openings— a minimum of 20 percent of all façades shall include window or door openings.
  - ii. Recess depth— no window shall be flush with any building façade. All window and door openings shall be recessed a minimum of 4 inches. The recess shall be measured from the outer face of the window or door glazing to the outer edge of the primary façade cladding surface.
  - iii. Projection depth— projecting sills, lintels, and trim shall not be required for any window or door. Where provided, sills, lintels, and trim shall project a maximum of 1 inch beyond the façade cladding surface.
- h. Architectural Accents. Functional, structural or ornamental embellishment consistent with the architectural vernacular of the building is permitted. Architectural accents shall be used to reinforce vertical and horizontal modulation and provide visual interest to blank walls. The following design features shall be permitted to provide façade articulation and modulation:
  - i. Awnings and canopies— upper floor awnings or canopies are permitted over windows, doors, or balconies. Materials and colors of all canopies or awnings shall be complimentary with the overall building color palette. Interior-illuminated vinyl awnings are prohibited. Any integrated light fixture within a canopy or awning shall direct light downward toward the sidewalk or façade.

- **5. Option 3 Standards.** The standards are intended to result in simple horizontally emphasized, streamlined building form, volume, and massing.
  - **a. Vertical Modulation.** Vertical modulation is not required for buildings two floors or less in height. Buildings shall be vertically modulated identified in Figure 17.20.015.12.

FIGURE 17.20.015.12 OPTION 3 STANDARDS VERTICAL MODULATION FOUR FLOOR BUILDINGS



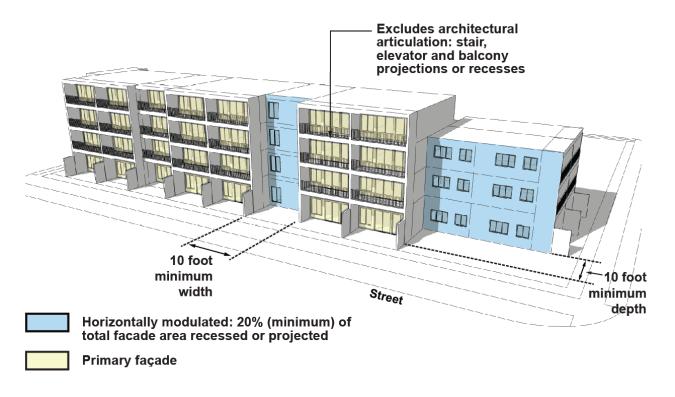
- Height 1: 80 percent (maximum) of total facade area

  Height 2: 20 percent (minimum) of the ttoal facade area

  Rooftop or step back facades
  - i. Variation— a minimum of 2 and a maximum of 3 building heights shall be required for all building façades. For sloped sites of more than 5 percent, a maximum of 4 façade height shall be permitted.
  - ii. Arrangement— the primary façade shall not comprise more than 80 percent of the total façade area.
  - iii. Exemptions— any required stair and elevator penthouse structure, rooftop mechanical, solar array screen walls, or rooftop common area structures shall not be included in the vertical modulation calculations.

c. Horizontal Modulation. Building horizontal façade modulation shall be achieved by providing a uniform and consistent modulation in location, width, and depth of façade recesses and/or projections. For all buildings greater than 2 stories in height, façades shall be articulated horizontally as identified in Figure 17.20.015.13.

# FIGURE 17.20.015.13 OPTION 3 STANDARDS HORIZONTAL MODULATION



- i. Variation— a minimum of 20 percent of the total façade area of buildings shall be recessed or projected from the primary façade.
- ii. Width— recesses or projections shall be a minimum of 10 feet in width.
- iii. Depth— recesses and projections shall be a minimum of 10 feet and a maximum of 30 feet in depth, measured from the primary façade of the building.
- iv. Articulation— Recessed or projecting balconies shall be integrated into the façade composition. However, recessed or projected stair and elevator vertical circulation, or balconies shall not be included as part of the calculation of required recessed.

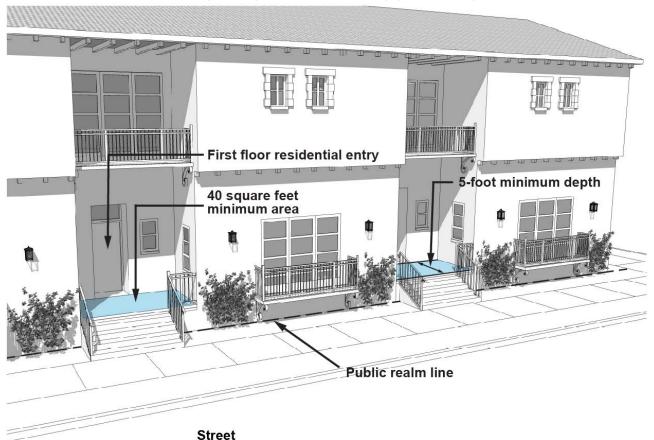
- **d. Roof Forms.** Roofs shall contribute to and complement façade simple horizontal volume and massing. Stepping variation of roof height shall be minimized.
  - i. Flat Roof Forms— all roofs shall be flat. Roofs shall permit minimal sloping to meet drainage requirements. All roofs shall have a uniform height for a minimum of 80 percent of the building area. Parapets no greater than 4 feet in height are permitted. All roofs shall overhang a minimum of 6-foot bond the building's primary façade.
  - ii. Accent Roof Forms— raised, angled shed, or lowered roofs shall be limited to roofs over the lobbies, stair and elevator vertical circulation, and rooftop common areas.
  - iii. Prohibited— hipped, gable, and mansard sloped roof forms.
- **e. Façade Colors.** Façades are not required to be painted. Painted façades are permitted to be painted a single paint color. Façades painted more than one color shall comply with the following standards.
  - i. Primary and secondary colors— façades shall be limited to a maximum of 4 paint colors. A primary color shall be used for a minimum of 60 percent of all façades. The primary color shall be limited to warm white shades or rich, warm colors containing some brown (ranging from neutral tan to light brown). Primary paint color and finish shall be muted and flat to imitate colors found naturally in desert soil and rocks of the Coachella Valley. A secondary color(s) shall comprise a maximum of 40 percent of all façades. Secondary façades are permitted to utilize all the tints, tones, and hues of the full color spectrum.
  - ii. Window and door colors— windows and doors shall be limited to 1 paint color. Building windows shall be limited to shades of white or black or warm colors containing deep brown.
- **f. Façade Materials.** Façades shall be clad with durable and long-lasting materials that cannot be degraded by desert sun and high temperatures. Façades are permitted to be comprised of a single cladding material. No more than 3 façade materials shall be utilized for any façade.
  - i. Primary façade material the primary material shall be limited to metal panel, stucco or simulated stucco (EIFS), cast in place or precast concrete, or concrete masonry block, or masonry brick materials applied to a minimum of 75% of the total façade area.
  - ii. Secondary materials cast in place or precast concrete, decorative tiles, stone veneer, metal panels and glazed curtain walls are permitted.
  - iii. Prohibited façade materials— wood siding, cementitious siding; treated or painted wood exposed structural beams, columns, and posts for balconies, or trellises; moulded simulated stucco (EIFS) door and widow trim, sills, and lintels.
- **g. Balconies**. Balconies shall be required for all upper floor residential units.
  - Articulation— balconies are permitted to be recessed or projected from the building's primary façade.
  - ii. Minimum depth— balconies shall project or recess a minimum of 6 feet from the building's primary façade.
  - iii. Minimum area— 60 square feet.
  - iv. Shading— all balconies shall be required to include a projecting roof for top floors or a balcony structure above for lower floors.

- i. Fenestration. The building façade shall be articulated to create visual interest and provide weather protection. The arrangement, location and of character of door, window openings shall be "punched in" to provide depth, shade, and shadow. Door and window locations shall contribute to a symmetrical building form. Buildings following Option 3 shall comply with the following standards:
  - Required openings— Façades shall be comprised of a minimum of 50 percent openings for all façades fronting a public realm or common open space, excluding façades that contain stair or elevator vertical circulation.
  - ii. Recess depth— no window shall be flush with any building façade. All window and door openings shall be recessed a minimum of 2 inches. The recess shall be measured from the outer face of the window or door glazing to the outer edge of the primary façade cladding surface.
  - iii. Projection depth— projecting sills, lintels, and trim shall not be required for any window or door. Where provided, sills, lintels, and trim shall project a maximum of 1 inch beyond the façade cladding surface.

- **B. Residential Entry Standards.** First floor residential entires shall be located to foster street-oriented pedestrian activity. Residential entrances of all multi-family or mixed-use buildings shall comply with the following standards.
  - 1. **Lobby Entries.** Primary common entrances for tenants, guests, and interior first floor common areas and staff offices shall be located at the first floor and shall be directly accessible from the Street Type A or Street Type B public realm, usable open space common area adjacent to the public realm, or a required front yard setback.
    - **At-grade Entrances.** All multi-family and mixed-use zone lobby entrances shall be at-grade with the adjacent public realm sidewalk.
    - **b. Visibility.** Lobby entrances shall have direct sight lines and continuous and unobstructed pedestrian access from the public realm.
    - **c. Prohibited Orientation.** Lobby primary entries are prohibited from alleys, driveways, parking lots, or parking structures. Secondary entries are permitted from driveways, parking lots, or parking structures.

2. Individual Residential Unit Entries. First floor residential unit entries are permitted fronting Street Type A, Street Type B, and Street Type C, driveways, and parking lots. Individual entrances shall be accessed from the adjacent public realm, usable common open space, or required setback as specified in Figure 17.20.015.14.

FIGURE 17.20.015.14
INDIVIDUAL RESIDENTIAL ENTRIES STANDARDS



- **a. Universal Access.** All multi-family and mixed use building first floor individual entries shall comply with all current California Building Code minimum requirements for multi-family or mixed-use building means of egress for exterior doors.
- **b. Front Door Setbacks.** All first-floor entrances shall be set back a minimum of 5 feet behind the public realm line.
- c. **Minimum Dimensions.** Entry landing or stoops not including stairs, shall be a minimum of 40 square feet. Individual residential entries accessed directly from the public realm and shall have a minimum walkway, ramp, and/or stairs width of 6 feet for single unit entries. Landings or stoops shall be a minimum of 1 foot wider than the entry doorway width.

C. First Floor Transparency Standards. First floor commercial façades shall be designed to generate passive surveillance 'eyes on the street' visibility by engaging the public realm and providing transparency between the pedestrian realm and first floor uses. This standard applies only to portions of at-grade first floor façades that contain occupied commercial uses fronting the public realm. All multi-family mixed use development shall comply with the following standards as specified in Figure cccc15.

FIGURE 17.20.015.15
FIRST FLOOR TRANSPARENCY STANDARDS



50 percent required opening

First floor commercial calcuation area

- 1. Calculation. The first-floor façade opening area shall include the area the primary façade measured vertically between the finished floor elevation and 15 feet above the first finished floor elevation multiplied by the horizontal length of the interior occupied use.
  - **Openings.** A minimum of 50% of first floor façades shall include transparent glazed doors and window openings.
  - **b. Window and Door Systems.** All window and door components including the frame, jamb, head, sill, mullions, muntins, and glazing shall comprise an opening. Any decorative window or door trim around the window or door frame shall not be included as part of the opening calculation.
  - **c. Prohibited Glazing.** No dark-tinted or opaque glazing for any required wall opening along first floor public realm façades is permitted. Dark-tinted and opaque windows shall be defined as having less than a minimum visible transmittance of 50 percent, including any tint, treatment, or application on glazing.
  - **d. Exceptions.** The first-floor façade opening calculation requirements does not apply to façades where perpendicular recessed or projected wall area occur; and where internal vertical stair and elevator circulation stairs and elevators, loading, and storage, or parking facilities occur.



# **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

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

SUBJECT: Professional Service Agreement with Heptagon Seven to develop final Plans,

Specifications and Engineer's Estimates for a Roundabout at Avenue 53 and

Calle Empalme.

# STAFF RECOMMENDATION:

Authorize the City Manager to use on-call Professional Service Agreement with Heptagon Seven in an amount of \$47,300 to develop final Plans, Specifications and Engineer's Estimates (PS&E) for a Roundabout at Avenue 53 and Calle Empalme.

# **BACKGROUND:**

There is new development on Calle Empalme and Avenue 53, Bellissima Homes, and the Tot Lot on Avenue 53 which is under design for imminent rehabilitation. Due to the anticipated increase in traffic and intersection impacts at Calle Empalme and Ave 53, City Staff is recommending a Roundabout be installed to improve community safety and traffic impacts. This will provide added safety and crossings for the Tot Lot Park, as well as, provide traffic calming for the surrounding neighborhoods.

# **DISCUSSION/ANALYSIS:**

Staff published a request for qualifications for on-call engineering services and received 21 responses. On January 25, 2023 the City Council authorized the City Manager to qualify and execute Professional Service Agreements for on-call engineering services with eight (8) firms, including Heptagon Seven. The qualified firms were evaluated and Heptagon Seven was selected based on experience, schedule and familiarity with the area. Heptagon Seven has previous experience working on the basketball courts and is familiar with area and City standards and specifications. This will provide an expedited timeline and a high-quality set of plans.

# FISCAL IMPACT:

The project will be funded from the approved on-call engineering services budget. No fiscal impact to FY 23/24 budget.

#### **ATTACHMENTS:**

- 1. Heptagon Seven Proposal
- 2. Heptagon Seven PSA



Suite 106 Mesa, AZ 85209 Phone: 760.902.9367

8413 E Baseline Ro

June 27, 2023

Mr. Gabriel Martin, Ph.D. City Manager City of Coachella 53990 Enterprise Way Coachella, CA 92236 Sent Via Email

Subject: Proposal for Engineering and Landscaping Services associated with the Proposed

Roundabout at Avenue 53 & Calle Empale, Coachella CA

Dear Dr. Martin:

As requested at our meeting on May 18 to discuss the Avenue 53 Tot Lot improvements, Heptagon Seven Consulting is pleased to submit our proposal for engineering and landscape architecture services associated with a proposal to install a roundabout at the intersection of Avenue 53 and Calle Empale in an attempt to reduce speeds in the area of the tot lot. From the meeting, we understand that this work will be contracted under the City's On Call agreement.

The following is our proposed scope of services and associated fees:

#### **SCOPE OF WORK:**

#### TASK 1: PROJECT MANAGEMENT

Consultant will manage project management duties for the duration of the project to assure a cost-efficient, quality process. Our staff will effectively coordinate and communicate the project with City Staff and necessary agency partners from inception to final approval. Project Management activities will begin at the project initiation and will not end until construction activities have concluded. Consultant utilizes a hands-on approach to our business and thus our principal will be actively involved for the duration of the project. Under the task, Consultant will provide regular coordination with the City on the progress of the project and review all deliverables prior to submittal to the City for review.

#### TASK 2: TOPOGRAPHIC BASE MAP

Consultant will provide a field topographic survey to collect existing features within proposed construction areas. The collected feature shall include but are not limited to surrounding street curb and gutter, building footprint, existing utility manholes, valves and above ground structures, irrigation values, top of curb, flow line of valley gutters, walls, all above ground features / structures and other hardscape features. The Consultant will deliver a topographic base file, land base file depicting center, section and right of way lines. Following the gathering and processing of the field topographic data, Consultant will prepare a base map containing information such as parcel lines and underlying easements, if readily available through recorded maps.

## TASK 3: UTILITY RESEARCH AND COORDINATION

Consultant will review existing utility data available from the City from Record Plan drawings and through requested utility plat information for the park site.

<u>Utility Outreach.</u> Immediately following processing of a Task Order, Consultant will prepare Utility Information Request letters to be sent to various utility companies, along with the base plans,

# Avenue 53 Roundabout Heptagon Seven Proposal Page 2

requesting the utility facility maps ("Atlas Maps" and Record drawings) within the project limits. Following receipt of all utility plats, Consultant will field verify, to the extent possible, the accuracy of the existing utility base information.

<u>Utility Base File.</u> Based on the City and utility company provided information, Consultant will prepare a utility base file noting the approximate location of each utility facility on and adjacent to the building sites.

<u>Utility Service Coordination.</u> Following the concurrence on the final project scope of work by the City, Consultant will initiate design coordination activities with those utilities who prepare their own design plans (Imperial Irrigation District (IID), Gas Company, Frontier Communications and Spectrum) for new the underground services. The initiation of the agency designed facilities will be necessary to assist in determining overall project costs as well as to obtain design information on a timely basis for construction activities. Consultant will coordinate with all utility relocation/undergrounding up through the completion of contract documents and plans.

#### TASK 4: CONCEPT INTERSECTION PLAN

Consultant will prepare a Concept Plan for the proposed Avenue 53 at Calle Empale roundabout improvements. The plan will clearly depict the existing site conditions, property lines, easements, and required street improvements to accommodate the proposed roundabout. The Concept Plan will identify all potential conflicts, identify all utility conflicts and required improvements necessary to facilitate the proposed intersection improvements. A preliminary Opinion of Estimated Construction Costs will be prepared with the concept. Consultant will provide up to two revisions of the Concept Plan.

#### TASK 5: RENDERINGS

Consultant shall prepare 3D architectural renderings depicting the proposed roundabout improvements. Consultant will prepare up to three (3) rendered views for the project. In addition, Consultant will provide two revisions to the renderings for the City's use on the approval of the project. Consultant will use an existing site picture for the background of the rendering.

## TASK 6: IMPROVEMENT PLANS

Based on the City approved Concept Plan, Consultant will prepare precise grading plan for the proposed site improvements, which will include but not be limited to one removed and replaced restroom, one new restroom facility and one new concession stand facility, and sidewalk / ADA and parking lot improvements to accommodate the proposed buildings. The plan will also contain a private utility sheet depicting the private sewer and water connections from the buildings to the water and sewer main facilities. The plan set will consist of a title sheet, removals, grading, miscellaneous details, horizontal control plan, private utility plan and striping plan (as needed). All plans will be prepared utilizing AutoCAD software and at an appropriate scale in conformance with City Standards. Plans will be submitted for City Review via an electronic submittal (PDF file) on 24x36 plan sheets.

# TASK 7: LANDSCAPE PLANS

Consultant will prepare final landscape showing new plant material, irrigation, construction details and general construction specifications for incorporation into the final bid set. The landscape plans will only include improvements around the proposed restroom and concession stand buildings at the soccer fields.

Irrigation Plans: includes diagrammatic layout at 1" = 20' of landscape irrigation piping, valves, control equipment, sprinkler heads, and related equipment for the irrigation of planted areas, specifically calling



# Avenue 53 Roundabout Heptagon Seven Proposal Page 3

out pipe and equipment sizing and types, brand and model. This will also include necessary details for the installation of the system, and coordination with all consultants for conflicts.

Final Landscape Plans: prepare a final landscape plan, which will include plans at a scale of 1" = 20' indicating the location and arrangement of all plant materials.

#### TASK 8: COST ESTIMATE

Consultant will prepare an Engineers Estimate of Probable Construction Costs for the proposed improvements based upon the approved preliminary design plans utilizing the current edition of the Caltrans Contract Cost Data Book and recent bid information from area bids for unit costs. The construction cost estimate will be updated at each plan submittal stage including the concept plan.

# TASK 9: SPECIFICATIONS

Using the City provided "Boilerplate" bid package and project specifications, Consultant shall prepare the technical specifications for each item of work in the Project not sufficiently covered by the Standard Specifications (Greenbook). The Consultant shall also prepare the bid schedule, update any utility relocation requirements for the project, review and modify the traffic control and staging for the project and determine the liquidated damages and working days for the proposed construction work.

#### TASK 10: BIDDING ASSISTANCE

Consultant will assist the City with the bidding and award process for this project. These services will be performed on a Time and Material (T&M) basis.

Activities associated with this task include but are not limited to:

- Bid Support. All key team members will be available to attend a pre-bid meeting.
- Respond to Inquiries. Consultant will respond to bidder inquiries by phone or email.
- Prepare Addenda. Consultant will prepare addenda as requested by the City.
- Review/Recommended Award. Consultant will assist in recommendation for award.

For this task, Consultant assumes 6 total hours, to be billed Time and Materials at a rate of \$200 / hour.

#### TASK 11: POST DESIGN SERVICES

Consultant will assist project staff with construction support services. Upon request from City staff the following will be provided:

- RFI documentation and response to questions regarding construction documents;
- Periodic site visits during construction, as requested;
- Input from the consultant regarding change orders;
- Final project review to ensure plan conformance; and
- Prepare Record Drawings based on Contractor As-Built plans.

For this task, Consultant assumes 14 total hours, to be billed Time and Materials at a rate of \$200 / hour, plus an additional budget of \$1,000 for the landscape architect.



# Avenue 53 Roundabout Heptagon Seven Proposal Page 4

PROJECT FEE			
Task 1	Project Management		\$3,200
Task 2	Topographic Base Map		\$6,500
Task 3	Utility Research & Coordination		\$1,800
Task 4	Concept Plan		\$4,800
Task 5	Renderings		\$2,200
Task 6	Final Plans		\$16,300
Task 7	Landscape Plans		\$3,300
Task 8	Cost Estimate		\$1,800
Task 9	Specifications		\$2,400
Task 10	Bidding Assistance (T&M)		\$1,200
Task 11	Post Design Services (T&M)		\$3,800
		TOTAL	\$47,300

Thank you for the opportunity to provide you with a proposal on this work. Please review the scope of work and fee and let me know if you have any comments or questions.

Sincerely,

Brad Donais, PE

Principal

Heptagon Seven Consulting, Inc.



# CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

#### PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Heptagon Seven Consulting Inc, a corporation, with its principal place of business at 8413 E. Baseline Road, Suite 106, Mesa AZ 85209 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

# 2. RECITALS.

#### 2.1 Consultant.

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

# 2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project 082522 ("Project") as set forth in this Agreement.

#### TERMS.

# 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term.</u> The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### 3.2 Compensation.

3.2.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.
- 3.2.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.
- 3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

# 3.3 Responsibilities of Consultant.

- 3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.3.2 <u>Schedule of Services</u>. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
  - 3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

- 3.3.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Brad Donais.
- 3.3.5 <u>City's Representative</u>. The City hereby designates City Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.
- 3.3.6 Consultant's Representative. Consultant hereby designates Brad Donais, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.3.7 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

## 3.3.9 Period of Performance.

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

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

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

#### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 <u>Employment Eligibility; Consultant</u>. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

3.3.10.6 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.
- (D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
- 3.3.11.4 <u>Primary and Non-Contributing Insurance</u>. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- 3.3.11.5 <u>Waiver of Subrogation</u>. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 3.3.11.6 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- 3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

- 3.3.11.8 <u>Acceptability of Insurers</u>. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- 3.3.11.9 <u>Enforcement of Agreement Provisions (non estoppel)</u>. Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.
- 3.3.11.10 <u>Requirements Not Limiting</u>. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

## 3.3.11.11 Additional Insurance Provisions

- (A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
- (C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- (E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

## 3.4 Labor Code Requirements.

- Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8. Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 3.4.2 <u>Registration/DIR Compliance</u>. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.
- 3.4.3 <u>Compliance Monitoring</u>. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

# 3.5 Termination of Agreement.

- 3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.
- 3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## 3.6 Indemnification.

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

volunteers.

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

#### 3.7 General Provisions.

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

# 3.7.2 Independent Contractors and Subcontracting.

- 3.7.2.1 <u>Use of Consultants.</u> Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and <u>Dynamex Operations West, Inc. v. Superior Court,</u> 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.
- 3.7.2.2 <u>Prior Approval Required</u>. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.
- 3.7.3 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Heptagon Seven Consulting

8413 E. Baseline Road, Suite 106

Mesa, AZ 85209 ATTN: Brad Donais

City:

City of Coachella 53462 Enterprise Way Coachella, CA 92236 ATTN: Maritza Martinez

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

# 3.7.4 Ownership of Materials and Confidentiality.

Documents & Data; Licensing of Intellectual Property. Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans. specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or

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

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

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

3.7.4.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary,

appropriate or convenient to attain the purposes of this Agreement.

- 3.7.6 <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 3.7.7 <u>Attorneys' Fees.</u> If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.
- 3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.
- 3.7.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.7.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.7.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.7.12 <u>Assignment or Transfer</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.7.14 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.7.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.7.16 <u>No Third-Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.7.17 <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.7.19 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.7.20 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.7.21 <u>Survival.</u> All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.
- 3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

# [SIGNATURES ON NEXT PAGE]

# SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA AND HEPTAGON SEVEN CONSULTING INC

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

# Approved By: Gabriel D. Martin, PhD City Manager Approved as to Form Best Best & Krieger LLP City Attorney Attested By: Attested By: Gabriel D. Martin, PhD City Manager Approved as to Form Attested By: Gity Clerk

Heptagon Seven Consulting, Inc.

Attested By:

City of Coachella,

Angela Zepeda City Clerk

# EXHIBIT "A" SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

# EXHIBIT "B" SCHEDULE OF SERVICES

January 1, 2023 - January 1, 2026

BB&K (2021) 80237.00000\34369632.1 Exhibit "B"-1

PROFESSIONAL SERVICES AGREEMENT

# EXHIBIT "C" COMPENSATION

# Section D. Cost Proposal

For projects with a well-defined scope of work, Heptagon Seven prefers to provide Lump Sum amounts per work order tasks, providing back up of work hours per task. For those instances where the scope of work is not well-defined or as directed by City Staff, Heptagon Seven will provide services at the request of the Client on an hourly basis, based on the following breakdown. To the extent possible with each requested task where applicable, Consultant will provide an anticipated hourly estimate for each requested service prior to initiating said service.

•	Project Manager	\$200 / hour
•	Project Engineer	\$175 / hour
•	Principal Landscape Architect	\$150 / hour
•	Project Manager (LA)	\$110 / hour
•	Graphic Specialist (LA)	\$110 / hour
•	CAD Designer (LA)	\$95 / hour
•	Principal Surveyor	\$200 / hour
•	Designer / Survey Analyst	\$135 / hour
•	2 Man Survey Crew	\$295 / hour (Prevailing Wage rate)
•	Administrative Assistant	\$90 / hour

Due to the possible length of this On Call Engineering, the Heptagon Seven Team's Hourly Rates are reviewed on an annual basis and adjusted for cost of living and employee wage increases. Therefore, we request the ability to revisit the above noted rates on a yearly basis. The final annual rates will be negotiated with the City and updated only upon City approval.



# **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

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

SUBJECT: Addition Work Request (AWR) #1 for Engineering and Landscape Services

associated with the Avenue 53 Tot Lot.

# **STAFF RECOMMENDATION:**

Authorize the City Manager to execute addition work request (AWR) #1 for Engineering and Landscape Serves associated with the Avenue 53 Tot Lot in the amount of \$9,900.

# **BACKGROUND:**

In April 2022, the City requested informal proposals for the Avenue 53 Tot Lot and awarded the design to Egan Civil, Inc for the engineering and landscape design services. Topographic base mapping and survey have been completed. Egan continues to work with City Staff to provide concept plans and final designs. The added work request includes added scope of services to include a more robust and all-inclusive bid package. The AWR includes added 3D renderings, bidding services and post design services during construction.

# **DISCUSSION/ANALYSIS:**

City Staff recommends authorizing AWR to included the 3D renderings, bidding services and post design construction support services. Egan Civil has an existing contract for the Avenue 53 Tot Lot, this AWR will allow the project to be streamlined and provide a better product.

# **FISCAL IMPACT:**

Appropriate \$9,900 from General Fund.

# **ATTACHMENTS:**

- 1. Egan AWR #1
- 2. Egan Civil Agreement

Indio, CA 92201



June 27, 2023

Mr. Gabriel Martin, Ph.D. City Manager City of Coachella 53990 Enterprise Way Coachella, CA 92236 Sent Via Email

Subject: Addition Work Request (AWR) #1 for Engineering and Landscaping Services associated with the Avenue 53 Tot Lot, Coachella CA

Dear Dr. Martin:

As requested at our meeting on May 18 to discuss the Avenue 53 Tot Lot improvements, the following is an AWR #1 for the additional engineering and landscape architecture services associated with the Avenue 53 tot lot, following the City's outreach to the local community. We are pleased to provide you with the following Amended Scope and Fee revisions to our original Agreement for Engineering and Landscaping Services for the Avenue 53 Tot Lot dated April 4, 2022.

As noted at the prior mentioned meeting, based on the community outreach, the design team will redesign the full park site to provide new modern playground equipment, abundant shade and site lighting. In addition, to assist with future community outreach and City Council presentations, Consultant has added 3D renderings to our scope of work. Last of all, this AWR will include a couple of Time and Material tasks to assist the City with bidding and construction services.

The following is our proposed scope of services and associated fees for AWR #1. Note the following Task number corresponds to the original scope of services, with the additional scope noted in the task description.

#### SCOPE OF WORK:

# **TASK 2: CONCEPT PLAN - UPDATED**

Consultant will prepare up to two concept plans for a full renovated park site. The concept plans will show a plan view only of the proposed renovations along with pictures of any proposed playground equipment and park amenities. In addition, Consultant will prepare 3D architectural renderings depicting the proposed playground improvements. Consultant will prepare up to four (4) rendered views of the site. In addition, Consultant will provide two revisions to the renderings for the City's use on the approval of the project. Consultant will use an existing site picture for the background of the rendering.

#### TASK 3: SITE IMPROVEMENT PLAN - UPDATED

Following City acceptance of the Concept Plan, Consultant will prepare detailed civil, site lighting and landscape improvement plans. Plans will be prepared on 24"x36" sheets, at an appropriate scale, conforming to the current City standards. Consultant will submit the improvement plans to the City for Review at 95% and 100% Mylar Screen check stages. Consultant will provide an electronic (PDF)

# Avenue 53 Tot Lot Egan Civil AWR#1 Page 2

improvement plan submittal for City review. If requested, hard copies of the plans will be provided to the City for review purposes.

#### TASK 7: BIDDING ASSISTANCE

Consultant will assist the City with the bidding and award process for this project. These services will be performed on a Time and Material (T&M) basis.

Activities associated with this task include but are not limited to:

- Bid Support. All key team members will be available to attend a pre-bid meeting.
- Respond to Inquiries. Consultant will respond to bidder inquiries by phone or email.
- Prepare Addenda. Consultant will prepare addenda as requested by the City.
- Review/Recommended Award. Consultant will assist in recommendation for award.

For this task, Consultant has provided a budget which will be invoiced on a Time and Materials at the rates noted in the following section.

#### **TASK 8: POST DESIGN SERVICES**

Consultant will assist project staff with construction support services. Upon request from City staff the following will be provided:

- RFI documentation and response to questions regarding construction documents;
- Periodic site visits during construction, as requested;
- Input from the consultant regarding change orders;
- Final project review to ensure plan conformance; and
- Prepare Record Drawings based on Contractor As-Built plans.

For this task, Consultant has provided a budget which will be invoiced on a Time and Materials at the rates noted in the following section.

#### AWR #1 FEE

	TOTAL	\$9,900
Task 8 Post Design Services (T&M)		\$3,600
Task 9 Bidding Assistance (T&M)		\$1,500
Task 3 Site Improvement Plan (Updated)		\$2,300
Task 2 Concept Plan (Updated)		\$2,500

Thank you for the opportunity to provide you with a proposal on this work. Please review the scope of work and fee and let me know if you have any comments or questions.

Respectfully submitted,

Benjamin Egan, PE, PLS

Principal

Egan Civil, Inc.



# CITY OF COACHELLA

April 04, 2022

Egan Civil, Inc. 42945 Madio Street, Suite A Indio, Ca 92201

Re: Letter of Agreement for Engineering & Landscape Services for Renovations to the Tot Lot along Avenue 53 and Calle Empalme.

Dear: Mr. Benjamin Daniel Egan

This letter shall be our Agreement regarding Engineering & Landscape Services for Renovations to the Tot Lot. ("Services") to be provided by Egan Civil, Inc. ("Contractor") as an independent contractor to the City of Coachella for the City's Engineering & Landscape Services for Renovations to the Tot Lot. ("Project").

The Services to be provided include the following: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of 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, and consistent with all applicable laws. 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. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed \$24,800.00.

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 the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this 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 Law.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project,

Contractor shall also provide proof of workers' compensation coverage for such employees which meet all requirements of state law.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by July 03, 2022 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorney's fees and other related costs and expenses to the fullest extent permitted by law, 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, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorney's 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 iudgment, 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, official's officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

# CITY OF COACHELLA

Approved by:

Dr. Gabriel D. Martin City Manager

Approved as to Form.

Carlos Campos City Attorney

# **CONTRACTOR**

Reviewed and Accepted by Contractor:

Signature

BENJAMIN EGAN, PE

Name

PRINCIPAL

Title

4/4/2022

Date

# EXHIBIT "A"

# PLANS AND SPECIFICATIONS

The following scope of work is incorporated into this Contract herein by this reference:

	TOTAL	\$24,800
Task 6	Agency Coordination	\$4,200
Task 5	Opinion of Probable Construction Costs	\$1,600
Task 4	Specification & Bid Document	\$2,000
Task 3	Site Improvement Plan	\$9,200
Task 2	Concept Plan	\$4,600
Task 1	Topographic Base Mapping	\$3,200
Project Fee:		



42945 Madio Street Suite A Indio, CA 92201

February 25, 2022

Mr. Gabriel Martin, Ph.D City Manager City of Coachella 53990 Enterprise Way Coachella, CA 92236 Sent Via Email

Subject: Proposal for Engineering & Landscape Services for Renovations to the Tot Lot along

Avenue 53 and Calle Empalme, Coachella CA

Egan Civil Proposal: 20221022

Dear Gabriel:

Per your request, Egan Civil understands the City wishes to provide improvements to the Avenue 53 Tot Lot at the intersection with Calle Empalme. Through discussions with City staff, we understand the project should include a block wall along the north property line to provide privacy to the neighbor to the north, bollard lighting, new playground equipment and surfacing within the equipment area, landscaping at the east side of the park and short metal fencing for user safety. In addition, the proposal will review the street improvement plans for the development south and west of the park site and provide recommendations to possible Avenue 53 striping to aid in slowing traffic to the extent possible.

The following is our proposed scope of work we propose for the tot lot park improvements.

#### SCOPE OF WORK:

## TASK 1: TOPOGRAPHIC BASE MAPPING

Consultant will provide a field topographic survey to collect existing topographic data depicting the existing site improvements within the subject park. The collected feature shall include but are not limited to curb and gutter, sidewalk, fencing, utility structures, streetlights, signing, and pavement markings. A boundary survey will also be provided to ensure any proposed walls are constructed within the park's property.

#### TASK 2: CONCEPT PLAN

Consultant will prepare up to two concept plans for the proposed improvements to the park site. The concept plans will show a plan view only of the proposed renovations along with pictures of any proposed playground equipment and park amenities. If a site rendering will be required by the City, one can be prepared at an additional negotiated fee. With the Concept Plan submittal, the Consultant will also provide a Construction Cost Estimate to confirm the proposed construction improvements.

#### TASK 3: SITE IMPROVEMENT PLAN

Following City acceptance of the Concept Plan, Consultant will prepare detailed improvement plans. Plans will be prepared on 24"x36" sheets, at an appropriate scale, conforming to the current City standards. Consultant will submit the improvement plans to the City for review at 95% and 100% Mylar Screen check stages. Consultant will provide an electronic (PDF) improvement plan submittal for City review. If requested, hard copies of the plans will be provided to the City for review purposes.

Avenue 53 Tot Lot Egan Civil Proposal Page 2

#### TASK 4: SPECIFICATION AND BID DOCUMENT

Using the City provided "Boilerplate" bid package and project specifications, Consultant shall prepare the technical specifications for each item of work in the Project not sufficiently covered by the Standard Specifications (Greenbook). The Consultant shall also prepare the bid schedule, update any utility relocation requirements for the project, review and modify the traffic control and staging for the project and determine the liquidated damages and working days for the proposed construction work.

# TASK 5: OPINION OF PROBABLE CONSTRUCTION COSTS

Consultant will prepare an Engineers Estimate of Probable Construction Costs for the proposed improvements based upon the approved preliminary design plans utilizing the current edition of the Caltrans Contract Cost Data Book and recent bid information from area bids for unit costs. The construction cost estimate will be updated at each plan submittal stage including the concept plan.

#### TASK 6: AGENCY COORDINATION

Consultant will manage project management duties for the duration of the project to assure a cost-efficient, quality process. Our staff will effectively coordinate and communicate the project with City Staff and necessary agency partners from inception to final approval. Project Management activities will begin at the project initiation and continue to the end of construction. Consultant utilizes a hands-on approach to our business and thus our principal will be actively involved for the duration of the project.

# PROJECT FEE:

		TOTAL	\$24,800
Task 6	Agency Coordination		\$4,200
Task 5	Opinion of Probable Construction Co	osts	\$1,600
Task 4	Specification & Bid Document		\$2,000
Task 3	Site Improvement Plan		\$9,200
Task 2	Concept Plan		\$4,600
Task 1	Topographic Base Mapping		\$3,200

Thank you for the opportunity to provide you with a proposal on this work. Please review the scope of work and fee and let me know if you have any comments or questions.

Respectfully submitted,

Benjamin Egan, PE, PLS

Principal



Fiscal Year 2022-2023

DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	
	YIELD	4/30/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	5/31/2023	
CASH ON HAND								
Wells Fargo-General Checking	N/A	6,835,201.51	8,486,344.35	-	-	-	15,321,545.86	
Wells Fargo-Road Maintenance	N/A	1,827,450.05	69,073.51		-	-	1,896,523.56	
Wells Fargo-Gas Tax	N/A	1,262,298.22	63,660.88	-	-	-	1,325,959.10	
Wells Fargo- Payroll Acct	N/A	(24.12)	(690.32)				(714.44)	
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00	
Total Cash on Hand		9,930,925.66	8,618,388.42		-		18,549,314.08	-
INVESTMENTS								
State of California - LAIF	2.17%	18,217,341.86	-		-	-	18,217,341.86	
Investment Management Acct	1.47%	33,673,488.78	(127,358.39)		-	-	33,546,130.39	
Total Investments		51,890,830.64	(127,358.39)		-		51,763,472.25	<b>.</b>
CASH WITH FISCAL AGENT								
US Bank	varies	2,187,119.36	454,182.36	180.55	-	-	4,658,557.05	1
Wells Fargo Bank, N.A.	5.83%	197.29	273,500.00	0.71	-	-	273,698.00	2
Wilmington Trust, N. A.	0.03%	1,178,341.71	0.01	4,702.86	-	-	1,183,044.58	3
Total Cash with Fiscal Agent		3,365,658.36	727,682.37	4,884.12	-	-	6,115,299.63	
<b>Grand Total</b>		65,187,414.66	9,218,712.40	4,884.12	-	-	76,428,085.96	

Completed By: Lourdes Marrón-Accountant

Reviewed By: William Pattison-Interim Finance Director

Fiscal Year 2022-2023

DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	
	YIELD	4/30/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	5/31/2023	

#### **CASH WITH FISCAL AGENT**

US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Re	edevelopmen	ts Agency 2014 Serie	<u>s</u>				
A/C #: 6712104701 Debt Service Fund	0.00%	768.50	-	2.97	-	-	771.47
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	1,119.88	63.29	3.96	-	-	1,187.13
A/C #: 6712148602 Interest Account	0.00%	-	(15.64)	15.64	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	(47.65)	47.65	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PF	ROJECT FUN	D 2011					
A/C #: 6711963500 Project Fund 2011	0.0100%	25,927.29	-	100.03	-	-	26,027.32

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Fiscal Year 2022-2023

			Fiscal Teal 202	-2023			
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF
	YIELD	4/30/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	5/31/2023
COACHELLA SUCCESSOR AGENCY				-			
MERGED PROJECT AREAS BONDS 9	98 & 99: BON	IDS 2013					
A/C #: 6712071401 Interest Account	0.00%	234.49	-	0.90	-	-	235.39
A/C #: 6712071402 Interest Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
SA TO COACHELLA RDA REFUNDINO	G BONDS SE	RIES 2016A & 201	<u>6B</u>				
A/C #: 6712160601 Debt Service	0.00%	1,979.67	-	7.64	-	-	1,987.31
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0000%	483.27	454,182.36	1.76	-	-	454,667.39
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reerve Account	0.0000%	612,331.26	-	-			612,331.26
TOTAL US BANK OF CALIFORNIA	_ <del></del>	4,204,194.14	454,182.36	180.55	-	-	<b>4,658,557.05</b> ①

Page 3 of 13

Fiscal Year 2022-2023

TOTAL CASH WITH FISCAL AGEN	Γ	5,382,733.14	727,682.37	4,884.12	-	-	6,115,299.63	
TOTAL WILMINGTGON TRUST BANK, N.	Α.	1,178,341.71	0.01	4,702.86	-	-	1,183,044.58	3
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-002 Principal Account	0.00%	-			-	-	-	
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-000 Bond Fund	1.76%	325.76	-	1.24	-	-	327.00	•
CITY OF COACHELLA 2022B BOND I	FUND							
A/C #: 154278-004 Project FD Account	1.76%	1,162,378.05	(4,259.68)	4,622.82			1,162,741.19	
A/C #: 154278-002 Principal Account	0.00%	-			-	-	-	
A/C #: 154278-001 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 154278-000 Bond Fund	1.76%	15,534.52	4,259.68	78.50	-	-	19,872.70	•
CITY OF COACHELLA 2022A BOND I	FUND							
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 144613-001 Interest Account	0.03%	103.38	0.01	0.30	-		103.69	
CITY OF COACHELLA TAXABLE PEN A/C #: 144613-000 Revenue Account	0.03%	665.04		2.76	-		667.80	
	ISION OBLIG	CATION BONDS						
VILMINGTON TRUST, N. A.								_
OTAL WELLS FARGO BANK, N.A.		197.29	273,500.00	0.71	-	-	273,698.00	_ (
A/C #: 83925302 Principal Account	0.0000%	17.96	-	0.06	-	-	18.02	
A/C #: 83925301 Interest Account	0.0000%	7.65		0.03	-	-	7.68	
A/C #: 83925300 Debt Service Fund	0.0000%	171.68	273,500.00	0.62	-	-	273,672.30	
GAS TAX BONDS SERIES 2019								
WELLS FARGO BANK, N.A.								
	YIELD	4/30/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	5/31/2023	
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	

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

For the Month Ending May 31, 2023

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 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	70,024.66	68,917.18	
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	350,295.76	339,718.75	
US TREASURY N/B NOTES DTD 05/31/2022 2.500% 05/31/2024	91282CER8	1,250,000.00	AA+	Aaa	07/05/22	07/07/22	1,242,626.95	2.82	85.38	1,246,122.24	1,216,796.88	
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	1,267,818.68	1,219,946.88	
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	125,452.09	120,859.38	
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	166,078.29	158,812.50	
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	297,353.68	284,490.63	
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	198,220.81	186,194.54	
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	428,015.60	408,929.69	
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	583,582.35	558,068.75	
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	1,253,751.18	1,195,029.69	
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	132,489.59	124,454.69	
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025	912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	1,126.50	1,275,670.99	1,237,107.75	
US TREASURY NOTES	91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	350.65	551,570.17	507,478.13	

DTD 08/31/2020 0.250% 08/31/2025

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

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 08/31/2020 0.250% 08/31/2025	91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	947.69	1,415,597.82	1,371,562.50		
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	455,558.01	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	76.09	339,035.86	318,500.00		
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	89.13	404,841.95	373,100.00		
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	206,723.37	191,231.25		
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	299.17	187,540.31	172,781.25		
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	348,890.09	318,281.25		
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	149,665.57	145,024.99		
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	269,514.45	245,357.81		
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	266,972.17	244,729.67		
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	595.39	469,667.05	430,542.95		
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	1,270,423.35	1,196,456.19		
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	391.71	307,613.64	281,228.13		
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	618,969.29	571,528.12		

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

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 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	289,618.75	263,265.63	
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	6.66	304,544.99	295,039.06	
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	282,323.14	271,359.36	
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	1,943.58	288,861.85	277,991.42	
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	6,094.27	880,044.20	871,668.02	
US TREASURY N/B NOTES DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	482.61	1,012,525.92	973,851.62	
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	6,917.82	1,003,588.13	984,375.00	
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	3,493.85	497,120.51	504,921.90	
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	1,219.57	344,265.37	343,506.25	
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	526.09	1,045,341.85	1,046,271.88	
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	2,832.80	983,661.57	982,923.49	
US TREASURY N/B NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	3,008.95	489,510.66	486,325.00	
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	1,217.55	517,840.55	510,402.32	
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	1,278.26	418,080.80	414,618.75	

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

CITY OF COACHELLA - OPERA	TING PORT	FOLIO - 995	343 -	- (14201	484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par I	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 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	1,400.00	460,837.07	454,106.25
Security Type Sub-Total		24,330,000.00					23,294,054.10	2.40	53,204.84	23,475,624.38	22,587,793.00
Supra-National Agency Bond / Note	e										
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	149,948.16	146,343.00
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	299,902.77	283,542.60
Security Type Sub-Total		450,000.00					449,455.50	0.46	290.62	449,850.93	429,885.60
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	190,322.55	188,538.90
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	187,224.00
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	126,733.95
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	209.67	40,123.05	36,984.80
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	101,708.20
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	206.13	80,000.00	73,654.40
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	36,428.40
Security Type Sub-Total		795,000.00					799,084.70	1.06	2,055.01	795,445.60	751,272.65

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

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)												
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
Federal Agency Commercial Mortg	jage-Backed Sec	curity										
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	55,096.55	AA+	Aaa	12/13/19	12/18/19	57,773.91	2.14	153.63	55,574.46	54,642.33	
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	111,747.19	106,881.41	
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	240,000.00	AA+	Aaa	05/19/23	05/24/23	232,612.50	4.31	669.40	232,659.52	232,093.26	
Security Type Sub-Total		405,096.55					405,834.85	3.37	1,103.71	399,981.17	393,617.00	
Federal Agency Bond / Note												
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	249,955.80	246,094.50	
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	3,081.56	190,600.46	188,038.44	
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	199,628.54	185,677.20	
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	176.04	259,797.09	241,795.32	
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	360,714.73	334,793.52	
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	12.50	199,759.54	185,124.60	
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	398.61	175,083.24	161,540.75	
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	225,459.37	207,695.25	
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	304,741.44	281,542.45	
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	184,605.52	169,854.98	

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

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 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	194,591.73	178,442.94	
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	418,951.29	384,338.64	
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	10,352.53	999,700.55	978,387.00	
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	201.88	284,602.59	260,176.22	
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	61.67	184,676.31	168,906.30	
Security Type Sub-Total		4,435,000.00					4,434,489.54	1.45	16,853.37	4,432,868.20	4,172,408.11	
Corporate Note												
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A1	04/02/19	04/04/19	263,146.00	2.69	1,619.22	260,458.28	255,485.36	
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	27.31	114,947.00	109,837.77	
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024	882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	350.00	301,813.36	292,425.90	
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,075.50	362,337.36	351,932.40	
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A1	09/09/20	09/16/20	115,000.00	0.65	156.45	115,000.00	113,368.96	
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A1	10/16/20	10/21/20	150,000.00	0.81	124.88	150,000.00	147,054.15	

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

Security Type/Description Dated Date/Coupon/Maturity					CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)												
Dated Date/ Coupon/ Platurity	CUSIP	Par		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	187,274.01	179,465.83						
MICROSOFT CORP (CALLABLE) NOTES 5 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	195,126.20	184,374.86						
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	60,211.83	57,041.22						
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	90,317.75	85,561.83						
NOVARTIS CAPITAL CORP 6 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	298,638.69	280,893.40						
AMAZON.COM INC CORPORATE NOTES 0 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	244,757.60	238,294.11						
CITIGROUP INC (CALLABLE) CORPORATE  NOTES  DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	40.88	50,000.00	47,750.50						
CITIGROUP INC (CALLABLE) CORPORATE 1 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	55,044.67	52,525.55						
GOLDMAN SACHS GROUP INC CORPORATE 3 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	141,819.78	130,925.30						
JPMORGAN CHASE & CO (CALLABLE) CORP 4 NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	473.80	115,000.00	109,299.11						
JPMORGAN CHASE & CO CORP NOTES 4 (CALLABLE DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	119.47	50,000.00	47,062.95						

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

CITY OF COACHELLA - OPERA	TING PORT	FOLIO - 995	343 -	(14201	484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par I	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	71,599.91	65,821.46
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	1,220.12	220,000.00	211,469.72
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	Α	A2	01/19/22	01/24/22	24,957.50	1.99	184.17	24,969.03	22,996.00
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	Α	A2	01/27/22	01/31/22	124,923.75	1.96	920.83	124,944.22	114,980.00
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	Α	A1	01/26/22	01/28/22	200,644.00	1.98	1,423.61	200,468.36	180,864.60
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	Α	A1	08/02/22	08/04/22	280,158.00	3.67	2,135.42	283,808.64	271,296.90
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	2,580.00	335,398.12	331,804.44
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	Α-	A1	08/02/22	08/04/22	235,172.60	3.81	444.47	239,512.35	232,674.52
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	Α	A2	01/25/23	01/27/23	330,256.50	4.15	2,096.11	331,715.95	328,181.00
Security Type Sub-Total		4,687,000.00					4,649,309.38	2.35	23,998.63	4,625,163.11	4,443,387.84
Certificate of Deposit											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	10,518.35	325,000.00	324,772.50
Security Type Sub-Total		325,000.00					325,000.00	5.44	10,518.35	325,000.00	324,772.50

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

Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par		Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Asset-Backed Security											
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	4,662.11	NR	Aaa	02/19/20	02/26/20	4,661.20	1.61	2.08	4,661.91	4,652.82
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	457.90	AAA	Aaa	02/04/20	02/12/20	457.87	1.66	0.34	457.89	457.25
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	14,444.46	AAA	NR	01/14/20	01/22/20	14,441.62	1.89	12.13	14,443.57	14,349.61
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	24,865.01	NR	Aaa	02/17/21	02/24/21	24,864.55	0.27	1.86	24,864.80	24,210.43
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	29,127.57	' AAA	NR	04/20/21	04/28/21	29,124.51	0.38	4.92	29,125.97	28,276.48
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	16,010.03	AAA	NR	01/20/21	01/27/21	16,006.86	0.34	2.42	16,008.38	15,469.81
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	68,286.55	AAA	Aaa	09/21/21	09/27/21	68,281.11	0.43	13.05	68,283.23	65,476.07
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	46,169.81	AAA	NR	04/13/21	04/21/21	46,159.86	0.52	10.67	46,164.21	44,528.61
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	34,994.86	33,513.87
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	54,992.19	51,741.73
Security Type Sub-Total		294,023.44	,				293,977.99	0.58	73.16	293,997.01	282,676.68
Managed Account Sub-Total		35,721,119.99					34,651,206.06	2.25	108,097.69	34,797,930.40	33,385,813.38
Securities Sub-Total	4	35,721,119.99					\$34,651,206.06	2.25%	\$108,097.69	\$34,797,930.40	\$33,385,813.38
Accrued Interest											\$108,097.69

As of June 30, 2023

Fiscal Year 2022-2023

DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	
	YIELD	5/31/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	6/30/2023	
CASH ON HAND								ı
Wells Fargo-General Checking	N/A	15,321,545.86	(9,272,883.69)	-	-	-	6,048,662.17	
Sweep Account	4.966%	-	12,501,228.85				12,501,228.85	
Wells Fargo-Road Maintenance	N/A	1,896,523.56	(1,890,054.20)		-	-	6,469.36	
Wells Fargo-Gas Tax	N/A	1,325,959.10	(1,008,534.90)	-	-	-	317,424.20	
Wells Fargo- Payroll Acct	N/A	(714.44)	(15,855.16)				(16,569.60)	
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00	
Total Cash on Hand		18,549,314.08	313,900.90		<u>-</u>	_	18,863,214.98	-
INVESTMENTS								
State of California - LAIF	2.17%	18,217,341.86	-		-	-	18,217,341.86	
Investment Management Acct	1.47%	33,546,130.39	(238,986.63)		-	-	33,307,143.76	
Total Investments		51,763,472.25	(238,986.63)			-	51,524,485.62	=
CASH WITH FISCAL AGENT								
US Bank	varies	4,658,557.05	-	716.44	(154,665.63)	(300,000.00)	4,204,607.86	1
Wells Fargo Bank, N.A.	5.83%	273,698.00	-	244.53	(83,500.00)	(190,000.00)	442.53	2
Wilmington Trust, N. A.	0.03%	1,183,044.58	1,241,000.71	4,769.72	-	-	2,428,815.01	3
Total Cash with Fiscal Agent		6,115,299.63	1,241,000.71	5,730.69	(238,165.63)	(490,000.00)	6,633,865.40	- -
Grand Total		76,428,085.96	1,315,914.98	5,730.69	(238,165.63)	(490,000.00)	77,021,566.00	

Completed By:

Lourdes Marrón-Accountant

Reviewed By:

William Pattison-Interim Finance Director

As of June 30, 2023

Diagon	Vace	. 2022	2022
Fiscal	rear	74077	ニムリムシ

DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	
	YIELD	5/31/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	6/30/2023	

#### **CASH WITH FISCAL AGENT**

US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Re	edevelopmen	ts Agency 2014 Series	<u>s</u>				
A/C #: 6712104701 Debt Service Fund	0.00%	771.47	-	3.24	-	-	774.71
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	1,187.13	0.01	4.96	-	-	1,192.10
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	(0.01)	0.01	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PF	ROJECT FUN	<u>D 2011</u>					
A/C #: 6711963500 Project Fund 2011	0.0100%	26,027.32	-	109.33	-	-	26,136.65

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#### As of June 30, 2023

Fiscal Year 2022-2023

			Fiscal Teal 202	22-2025			
DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF
	YIELD	5/31/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	6/30/2023
COACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS S	8 & 99: BON	IDS 2013					
A/C #: 6712071401 Interest Account	0.00%	235.39	-	0.99	-	-	236.38
A/C #: 6712071402 Interest Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
SA TO COACHELLA RDA REFUNDINO	G BONDS SE	RIES 2016A & 201	<u>6B</u>				
A/C #: 6712160601 Debt Service	0.00%	1,987.31	-	8.35	-	-	1,995.66
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0000%	454,667.39	(454,665.63)	589.56	-	-	591.32
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	154,665.63	-	(154,665.63)	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	300,000.00	-	-	(300,000.00)	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
TOTAL US BANK OF CALIFORNIA	<u> </u>	4,658,557.05	-	716.44	(154,665.63)	(300,000.00)	<b>4,204,607.86</b> ①

As of June 30, 2023

Fiscal Year 2022-2023

TOTAL WILM	INGTGON TRUST BANK, N.A.	•	1,183,044.58	1,241,000.71	4,769.72	-	-	2,428,815.01	3
A/C #: 1556	657-004 COI Account	0.00%	-	-	-	-	-	-	
A/C #: 1556	657-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 1556	657-001 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 1556	657-000 Bond Fund	1.76%	327.00	-	3.02	-	-	330.02	1
CITY OF C	OACHELLA 2022B BOND FU	JND							
	278-004 Project FD Account	1.76%	1,162,741.19	(4,622.82)	4,509.06	-	-	1,162,627.43	
A/C #: 1542	278-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 1542	278-001 Interest Account	0.00%	· -	- -	-	-	-	· -	
	278-000 Bond Fund	1.76%	19,872.70	4,622.82	94.77	-	_	24,590.29	1
CITY OF C	OACHELLA 2022A BOND FU	JND							
A/C #: 1446	613-002 Principal Account	0.00%	-	1,050,000.00	137.28	-	-	1,050,137.28	
A/C #: 1446	613-001 Interest Account	0.03%	103.69	191,000.71	25.59	-	-	191,129.99	
	613-000 Revenue Account	0.03%	667.80	(665.04)	2,591.08	-	-	2,593.84	1
CITY OF C	OACHELLA TAXABLE PENS	SION OBLIG	SATION BONDS						
WILMINGTO	ON TRUST, N. A.								
TOTAL WELLS	FARGO BANK, N.A.		273,698.00	-	244.53	(83,500.00)	(190,000.00)	442.53	(2
A/C #: 8392	25302 Principal Account	0.0000%	18.02	190,000.00	0.07	-	(190,000.00)	18.09	
A/C #: 8392	25301 Interest Account	0.0000%	7.68	83,500.00	0.03	(83,500.00)	-	7.71	
A/C #: 8392	25300 Debt Service Fund	0.0000%	273,672.30	(273,500.00)	244.43	-	-	416.73	
GAS TAX	BONDS SERIES 2019								
WELLS FARG	GO BANK, N.A.								
		TIELD	5/31/2023	(WITHDRAWALS)	CHANGE IN VALUE	(INTEREST)	(PRINCIPAL)	6/30/2023	
	DESCRIPTION	YIELD	5/31/2023					6/30/2023	
	DESCRIPTION	CURRENT	BALANCE AS OF	NET: DEPOSITS/	INTEREST EARNED /	PAYMENT OF	PAYMENT OF	BALANCE AS OF	

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

912828ZF0

91282CAJ0

1,330,000.00 AA+

555,000.00 AA+

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

For the Month Ending June 30, 2023

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 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	4.99	70,021.19	69,081.25
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	1,179.35	350,269.19	340,210.92
US TREASURY N/B NOTES DTD 05/31/2022 2.500% 05/31/2024	91282CER8	650,000.00	AA+	Aaa	07/05/22	07/07/22	646,166.01	2.82	1,376.37	648,149.30	633,039.03
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	2,223.01	1,269,075.85	1,220,348.44
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	1,107.99	125,420.25	120,722.65
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	1,034.05	166,007.51	158,528.90
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	1,575.75	297,208.69	283,660.94
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	492.80	198,034.27	185,524.21
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	764.94	427,850.51	407,003.88
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	1,043.92	583,386.23	555,440.60
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	6,565.25	1,254,319.31	1,189,495.31
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	976.80	132,370.09	123,703.13

**US TREASURY NOTES** 

**US TREASURY NOTES** 

DTD 03/31/2020 0.500% 03/31/2025

DTD 08/31/2020 0.250% 08/31/2025

07/05/22

08/02/21

Aaa

Aaa

07/07/22

08/06/21

1,248,953.13 2.83

548,799.61 0.53

1,671.58

463.76

1,230,250.00

503,489.06

1,278,107.26

551,695.35

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

CITY OF COACHELLA - OPERA	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 08/31/2020 0.250% 08/31/2025	91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	1,253.39	1,418,678.19	1,360,781.25		
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	289.07	455,714.42	416,587.50		
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	147.42	339,408.37	315,875.00		
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	172.69	405,017.20	370,025.00		
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	66.70	206,831.03	189,525.00		
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	1.94	187,618.48	171,267.18		
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	3.56	348,925.36	315,492.17		
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	250.28	149,983.55	143,624.99		
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	2,792.14	269,067.85	242,648.44		
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	422.34	267,065.33	242,367.17		
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	743.01	469,831.14	426,386.70		
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	2,064.78	1,271,948.79	1,184,906.19		
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	518.07	307,685.02	278,467.17		
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	1,052.85	619,299.22	565,917.16		

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

CITY OF COACHELLA - OPERA	ATING PORT	FOLIO - 995	343 -	(14201	484)						
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 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	184.22	289,629.19	260,456.25
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	206.46	305,105.40	291,890.63
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	659.84	282,758.89	268,406.25
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	2,493.65	288,997.75	274,303.92
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	7,819.06	881,039.53	860,105.52
US TREASURY N/B NOTES DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	935.05	1,014,572.26	961,710.88
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	8,875.69	1,004,494.62	970,593.75
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	5,184.43	497,175.12	497,187.50
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	2,362.91	344,186.03	338,193.75
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	1,019.29	1,048,404.31	1,032,659.38
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	3,535.15	986,236.44	969,151.51
US TREASURY N/B NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	4,464.89	489,518.97	478,668.75
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	1,806.69	518,812.10	503,125.00
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	2,476.63	418,112.88	408,121.89

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

Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par I		Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Security Type Sub-Total		795,000.00					799,084.70	1.06	2,836.54	795,361.44	751,415.50
Federal Agency Commercial Mortg	age-Backed Secu	ırity									
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	36,983.66	AA+	Aaa	12/13/19	12/18/19	38,780.84	2.14	103.12	37,269.34	36,417.95
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	111,651.72	106,331.71
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	240,000.00	AA+	Aaa	05/19/23	05/24/23	232,612.50	4.31	669.40	232,835.83	229,170.36
Security Type Sub-Total		386,983.66					386,841.78	3.43	1,053.20	381,756.89	371,920.02
Federal Agency Bond / Note											
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	173.61	249,967.64	247,270.00
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	409.69	190,505.65	188,281.83
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	213.89	199,644.86	184,698.60
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	311.46	259,805.90	240,465.94
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	431.25	360,683.70	332,952.84
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	137.50	199,769.46	184,037.80
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	34.03	175,079.90	160,542.38
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	43.75	225,440.92	206,411.62
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	59.30	304,751.82	279,802.43

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

CITY OF COACHELLA - OPERA	ATING PORT	FOLIO - 995	5343 -	(14201	484)						
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 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	2,712.50	460,823.08	446,990.65
US TREASURY N/B NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	740,000.00	AA+	Aaa	06/01/23	06/02/23	737,051.56	3.71	2,272.06	737,098.41	723,928.09
Security Type Sub-Total		24,470,000.00					23,434,644.72	2.43	77,267.32	23,635,953.93	22,529,862.96
Supra-National Agency Bond / Not	е										
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	38.54	149,957.00	146,998.35
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	408.33	299,908.85	282,721.50
Security Type Sub-Total		450,000.00					449,455.50	0.46	446.87	449,865.85	429,719.85
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	1,140.00	190,243.24	188,544.60
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	188.33	200,000.00	187,116.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	97.64	135,000.00	126,775.80
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	251.60	40,118.20	37,061.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	691.90	110,000.00	101,918.30
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	257.67	80,000.00	73,448.80
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	209.40	40,000.00	36,550.80

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

CITY OF COACHELLA - OPERA	ATING PORT	FOLIO - 995	5343 -	(14201	484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES 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	308.33	184,620.67	168,804.92
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	255.94	194,606.74	177,293.81
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	551.25	418,989.85	381,863.58
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	13,765.45	999,711.52	973,882.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	290.94	284,616.70	258,455.67
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	138.75	184,687.22	167,459.04
Security Type Sub-Total		4,435,000.00					4,434,489.54	1.45	17,125.14	4,432,882.55	4,152,222.46
Corporate Note											
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A1	04/02/19	04/04/19	263,146.00	2.69	2,258.39	260,405.19	255,308.56
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	70.44	114,951.59	110,104.45
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024	882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	1,006.25	301,624.47	292,844.70
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,930.50	362,149.36	351,002.88
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A1	09/09/20	09/16/20	115,000.00	0.65	219.03	115,000.00	113,659.91

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

CITY OF COACHELLA - OPERA	ATING PORTE	OLIO - 99534	3 - (14201	.484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S8 Par Rat		Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note										
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00 A	- A1	10/16/20	10/21/20	150,000.00	0.81	226.13	150,000.00	147,452.25
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	1,128.13	187,412.86	178,812.04
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00 AA	A Aaa	03/15/21	03/17/21	202,921.90	0.92	1,980.75	194,836.04	183,079.63
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00 A	+ A1	05/20/20	05/26/20	60,586.20	1.58	414.00	60,201.63	56,818.38
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00 A	+ A1	05/20/20	05/26/20	90,879.30	1.58	621.00	90,302.45	85,227.57
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00 AA	A- A1	05/06/20	05/08/20	305,504.95	0.98	1,964.62	298,454.61	279,733.46
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	245,000.00 A	A A1	04/11/22	04/13/22	244,610.45	3.06	1,592.50	244,768.26	236,167.51
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00 BBI	3+ A3	04/27/21	05/04/21	50,000.00	0.98	81.75	50,000.00	47,851.00
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	55,000.00 BBI	3+ A3	04/28/21	05/04/21	55,145.75	0.91	89.93	55,040.67	52,636.10
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00 BBI	3+ A2	02/12/21	02/17/21	150,819.30	0.94	548.44	141,496.06	130,346.28
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00 A	- A1	05/24/21	06/01/21	115,000.00	0.82	78.97	115,000.00	109,278.98

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

CITY OF COACHELLA - OPERA	TING PORTI	FOLIO - 995	343 -	(14201	484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par I	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	151.47	50,000.00	47,078.60
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	72.00	71,613.31	65,305.44
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	1,840.52	220,000.00	210,816.32
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	Α	A2	01/19/22	01/24/22	24,957.50	1.99	224.79	24,969.73	22,875.65
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	Α	A2	01/27/22	01/31/22	124,923.75	1.96	1,123.96	124,945.49	114,378.25
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	Α	A1	01/26/22	01/28/22	200,644.00	1.98	1,765.28	200,457.59	179,754.80
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	Α	A1	08/02/22	08/04/22	280,158.00	3.67	2,647.91	284,172.49	269,632.20
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	3,225.00	335,948.49	330,551.64
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	786.37	239,944.88	233,617.02
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	Α	A2	01/25/23	01/27/23	330,256.50	4.15	2,912.78	332,066.22	325,461.15
Security Type Sub-Total		4,687,000.00					4,649,309.38	2.35	31,960.91	4,625,761.39	4,429,794.77
Certificate of Deposit											

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

CITY OF COACHELLA - OPERA	ATING PORTI	OLIO - 995	343 -	(14201	484)						
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
Certificate of Deposit											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	Α	A1	10/27/22	10/31/22	325,000.00	5.44	11,999.81	325,000.00	324,790.38
Security Type Sub-Total		325,000.00					325,000.00	5.44	11,999.81	325,000.00	324,790.38
Asset-Backed Security											
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	1,064.85	NR	Aaa	02/19/20	02/26/20	1,064.64	1.61	0.48	1,064.81	1,063.08
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	10,920.24	AAA	NR	01/14/20	01/22/20	10,918.09	1.89	9.17	10,919.60	10,869.62
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	22,237.68	NR	Aaa	02/17/21	02/24/21	22,237.27	0.27	1.67	22,237.50	21,708.31
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	26,635.09	AAA	NR	04/20/21	04/28/21	26,632.29	0.38	4.50	26,633.68	25,954.33
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	14,760.46	AAA	NR	01/20/21	01/27/21	14,757.54	0.34	2.23	14,758.99	14,333.27
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	63,949.19	AAA	Aaa	09/21/21	09/27/21	63,944.10	0.43	12.22	63,946.18	61,599.54
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	42,988.33	AAA	NR	04/13/21	04/21/21	42,979.07	0.52	9.94	42,983.28	41,476.50
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	34,995.00	33,640.63
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	54,992.39	51,755.27
Security Type Sub-Total		272,555.84					272,513.41	0.56	65.90	272,531.43	262,400.55
Managed Account Sub-Total		35,821,539.50					34,751,339.03	2.27	142,755.69	34,919,113.48	33,252,126.49



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

CITY OF COACHELLA - OPE	RATING PORTFOLIO - 995343 - (14201484)				
Securities Sub-Total	\$35,821,539.50	\$34,751,339.03 2.27%	\$142,755.69	\$34,919,113.48	\$33,252,126.49
Accrued Interest					\$142,755.69
Total Investments					\$33,394,882.18

### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPER	ATING PORT	OLIO - 995343 - (142	201484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note									
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00 MERRILL		98.69	69,081.25	(1,126.56)	(939.94)	0.50	5.32
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	350,000.00 MORGAN_S		97.20	340,210.92	(11,375.02)	(10,058.27)	0.83	5.47
US TREASURY N/B NOTES DTD 05/31/2022 2.500% 05/31/2024	91282CER8	650,000.00 JPM_CHA		97.39	633,039.03	(13,126.98)	(15,110.27)	0.91	5.45
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	1,285,000.00 RBC		94.97	1,220,348.44	(27,858.40)	(48,727.41)	1.04	5.41
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	125,000.00 MORGAN_S		96.58	120,722.65	(6,210.94)	(4,697.60)	1.07	5.41
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	165,000.00 HSBC		96.08	158,528.90	(10,770.12)	(7,478.61)	1.15	5.38
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	295,000.00 HSBC		96.16	283,660.94	(20,154.49)	(13,547.75)	1.24	5.34
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	195,000.00 BNP_PAR		95.14	185,524.21	(18,106.06)	(12,510.06)	1.32	5.32
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	425,000.00 RBS		95.77	407,003.88	(27,840.85)	(20,846.63)	1.40	5.26
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	580,000.00 NOMURA		95.77	555,440.60	(36,476.59)	(27,945.63)	1.40	5.26
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,265,000.00 BNP_PAR		94.03	1,189,495.31	(55,393.17)	(64,824.00)	1.52	5.20
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00 MERRILL		95.16	123,703.13	(13,502.73)	(8,666.96)	1.60	5.14
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025	912828ZF0	1,330,000.00 RBS		92.50	1,230,250.00	(18,703.13)	(47,857.26)	1.74	5.03
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	555,000.00 WELLS_F		90.72	503,489.06	(45,310.55)	(48,206.29)	2.16	4.81
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	1,500,000.00 RBS		90.72	1,360,781.25	(21,035.16)	(57,896.94)	2.16	4.81
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00 HSBC		90.56	416,587.50	(35,685.94)	(39,126.92)	2.24	4.72
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	350,000.00 RBC		90.25	315,875.00	(17,486.33)	(23,533.37)	2.33	4.71

### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPERA	ating Porti	FOLIO - 995343 - (142	01484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note									
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	410,000.00 TD		90.25	370,025.00	(31,294.53)	(34,992.20)	2.33	4.71
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00 NOMURA		90.25	189,525.00	(15,134.77)	(17,306.03)	2.41	4.69
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00 JPM_CHA		90.14	171,267.18	(14,227.74)	(16,351.30)	2.49	4.59
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00 BNP_PAR		90.14	315,492.17	(32,375.02)	(33,433.19)	2.49	4.59
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	160,000.00 JPM_CHA		89.77	143,624.99	(1,875.01)	(6,358.56)	2.57	4.62
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00 JPM_CHA		95.16	242,648.44	(39,415.43)	(26,419.41)	2.49	4.63
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00 MERRILL		89.77	242,367.17	(22,042.99)	(24,698.16)	2.57	4.62
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00 BNP_PAR		89.77	426,386.70	(39,484.39)	(43,444.44)	2.57	4.62
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00 RBC		89.77	1,184,906.19	(61,720.37)	(87,042.60)	2.57	4.62
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00 RBC		89.83	278,467.17	(27,209.78)	(29,217.85)	2.65	4.59
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	630,000.00 WELLS_F		89.83	565,917.16	(47,102.37)	(53,382.06)	2.65	4.59
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	290,000.00 RBC		89.81	260,456.25	(28,909.37)	(29,172.94)	2.89	4.52
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00 CITIGRP		89.81	291,890.63	(5,966.79)	(13,214.77)	2.89	4.52
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00 RBC		89.47	268,406.25	(7,816.41)	(14,352.64)	3.20	4.39
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00 JPM_CHA		92.98	274,303.92	(13,067.56)	(14,693.83)	3.47	4.36
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00 CITIGRP		92.98	860,105.52	(11,345.65)	(20,934.01)	3.47	4.36
US TREASURY N/B NOTES DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00 NOMURA		86.64	961,710.88	(30,351.62)	(52,861.38)	3.80	4.32

### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPER	RATING PORTE	OLIO - 995343 - (142	01484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note									
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00 HSBC		92.44	970,593.75	(24,896.48)	(33,900.87)	3.92	4.27
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00 MERRILL		99.44	497,187.50	449.22	12.38	3.90	4.27
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00 NOMURA		99.47	338,193.75	(6,534.38)	(5,992.28)	3.99	4.26
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00 WELLS_F		85.34	1,032,659.38	2,221.49	(15,744.93)	4.28	4.24
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00 CITIGRP		85.77	969,151.51	(4,811.38)	(17,084.93)	4.49	4.19
US TREASURY N/B NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00 BNP_PAR		97.69	478,668.75	(10,833.59)	(10,850.22)	4.36	4.17
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00 RBC		87.50	503,125.00	(13,970.70)	(15,687.10)	4.60	4.18
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00 BARCLAY		97.17	408,121.89	(9,925.77)	(9,990.99)	4.46	4.15
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00 WELLS_F		97.17	446,990.65	(13,853.88)	(13,832.43)	4.46	4.15
US TREASURY N/B NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	740,000.00 HSBC		97.83	723,928.09	(13,123.47)	(13,170.32)	4.53	4.12
Security Type Sub-Total		24,470,000.00			22,529,862.96	(904,781.76)	(1,106,090.97)	2.76	4.68
Supra-National Agency Bond / No	ote								
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00 TD		98.00	146,998.35	(2,679.15)	(2,958.65)	0.40	5.36
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00 JPM_CHA		94.24	282,721.50	(17,056.50)	(17,187.35)	1.23	5.40
Security Type Sub-Total		450,000.00			429,719.85	(19,735.65)	(20,146.00)	0.94	5.39
Municipal Bond / Note									
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00 MORGAN_S		99.23	188,544.60	(5,257.30)	(1,698.64)	0.26	5.44

### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPERA	ATING PORTF	OLIO - 995343 - (14	201484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Municipal Bond / Note									
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00 WELLS_F		93.56	187,116.00	(12,884.00)	(12,884.00)	1.33	5.64
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00 MORGAN_		93.91	126,775.80	(8,224.20)	(8,224.20)	1.37	5.21
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00 MERRILL		92.65	37,061.20	(3,221.60)	(3,057.00)	1.97	5.17
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00 MERRILL		92.65	101,918.30	(8,081.70)	(8,081.70)	1.97	5.17
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00 MERRILL		91.81	73,448.80	(6,551.20)	(6,551.20)	2.07	4.95
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00 CITIGRP		91.38	36,550.80	(3,449.20)	(3,449.20)	2.46	4.74
Security Type Sub-Total		795,000.00			751,415.50	(47,669.20)	(43,945.94)	1.31	5.32
Federal Agency Commercial Mortg	age-Backed Secu	ırity							
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	36,983.66 JPM_CHAS		98.47	36,417.95	(2,362.89)	(851.39)	0.66	5.68
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00 CITIGRP		96.67	106,331.71	(9,116.73)	(5,320.01)	1.35	5.51
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	240,000.00 CITIGRP		95.49	229,170.36	(3,442.14)	(3,665.47)	3.00	4.81
Security Type Sub-Total		386,983.66			371,920.02	(14,921.76)	(9,836.87)	2.30	5.10
Federal Agency Bond / Note									
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00 TD		98.91	247,270.00	(2,305.00)	(2,697.64)	0.23	5.16
FEDERAL HOME LOAN BANKS NOTES	3130A0F70	190,000.00 BARCLAYS		99.10	188,281.83	(7,318.21)	(2,223.82)	0.44	5.47
DTD 12/09/2013 3.375% 12/08/2023									

### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPERA	ATING PORT	OLIO - 9953	343 - (14	201484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Federal Agency Bond / Note										
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	CITIGRP		92.49	240,465.94	(18,998.46)	(19,339.96)	1.80	5.02
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	HSBC		92.49	332,952.84	(28,890.36)	(27,730.86)	1.80	5.02
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	JPM_CHA	08/28/23	92.02	184,037.80	(15,362.20)	(15,731.66)	0.19	5.19
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	TD		91.74	160,542.38	(14,658.87)	(14,537.52)	1.96	4.97
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	NOMURA		91.74	206,411.62	(19,643.63)	(19,029.30)	1.96	4.97
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	NOMURA		91.74	279,802.43	(24,566.22)	(24,949.39)	1.96	4.97
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	WELLS_F		91.25	168,804.92	(15,273.78)	(15,815.75)	2.05	4.90
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	BARCLAY		90.92	177,293.81	(16,793.59)	(17,312.93)	2.14	4.87
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	NOMURA		90.92	381,863.58	(35,864.22)	(37,126.27)	2.14	4.87
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	JPM_CHA	08/28/23	97.39	973,882.00	(25,718.00)	(25,829.52)	0.17	5.34
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00			90.69	258,455.67	(25,686.48)	(26,161.03)	2.22	4.83
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	BARCLAY		90.52	167,459.04	(16,878.66)	(17,228.18)	2.34	4.81
Security Type Sub-Total		4,435,000.00				4,152,222.46	(282,267.08)	(280,660.09)	1.32	5.08
Corporate Note										
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	BNP_PARI	02/15/24	98.20	255,308.56	(7,837.44)	(5,096.63)	0.62	5.58
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	JPM_CHA		95.74	110,104.45	(4,727.65)	(4,847.14)	0.87	5.55

### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPERA	ATING PORTE	OLIO - 995343 - (1420	)1484)						
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note									
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024	882508BB9	300,000.00 CITIGRP	03/15/24	97.61	292,844.70	(11,871.30)	(8,779.77)	0.70	5.45
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00 CITIGRP	06/08/24	97.50	351,002.88	(20,232.72)	(11,146.48)	0.92	5.39
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00 JPM_CHA	09/16/23	98.83	113,659.91	(1,340.09)	(1,340.09)	0.21	1.63
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00 MERRILL	10/24/23	98.30	147,452.25	(2,547.75)	(2,547.75)	0.32	2.12
JOHN DEERE CAPITAL CORP CORPORATE  NOTES  DTD 01/10/2022 1.250% 01/10/2025	24422EVY2	190,000.00 STIFEL		94.11	178,812.04	(6,388.56)	(8,600.82)	1.51	5.31
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00 GOLDMAN	11/12/24	96.36	183,079.63	(19,842.27)	(11,756.41)	1.34	5.07
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00 CITIGRP		94.70	56,818.38	(3,767.82)	(3,383.25)	1.59	5.26
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00 CITIGRP		94.70	85,227.57	(5,651.73)	(5,074.88)	1.59	5.26
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00 HILLTOP	01/14/25	94.82	279,733.46	(25,771.49)	(18,721.15)	1.51	5.11
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	245,000.00 JPM_CHA		96.39	236,167.51	(8,442.94)	(8,600.75)	1.74	5.14
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00 CITIGRP	05/01/24	95.70	47,851.00	(2,149.00)	(2,149.00)	0.83	3.42
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	55,000.00 GOLDMAN	05/01/24	95.70	52,636.10	(2,509.65)	(2,404.57)	0.83	3.42

### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)									
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Corporate Note									
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00 MORGAN_	02/22/25	96.55	130,346.28	(20,473.02)	(11,149.78)	1.60	5.69
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00 JPM_CHA	06/01/24	95.03	109,278.98	(5,721.02)	(5,721.02)	0.92	3.53
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00 JPM_CHA	08/09/24	94.16	47,078.60	(2,921.40)	(2,921.40)	1.10	3.67
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00 CITIGRP	10/13/25	90.70	65,305.44	(5,977.44)	(6,307.87)	2.27	4.96
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00 MERRILL	04/02/25	95.83	210,816.32	(9,183.68)	(9,183.68)	1.71	5.02
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00 CITIGRP	12/15/26	91.50	22,875.65	(2,081.85)	(2,094.08)	3.32	4.58
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00 BARCLAY	12/15/26	91.50	114,378.25	(10,545.50)	(10,567.24)	3.32	4.58
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00 JPM_CHA	12/26/26	89.88	179,754.80	(20,889.20)	(20,702.79)	3.34	5.19
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00 GOLDMAN	12/26/26	89.88	269,632.20	(10,525.80)	(14,540.29)	3.34	5.19
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00 CSFB	12/01/26	91.82	330,551.64	(1,764.36)	(5,396.85)	3.28	4.65
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00 MORGAN_	04/22/26	89.85	233,617.02	(1,555.58)	(6,327.86)	2.75	4.50
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00 CITIGRP	06/14/27	92.99	325,461.15	(4,795.35)	(6,605.07)	3.73	4.65

### **Managed Account Fair Market Value & Analytics**

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par I	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
Security Type Sub-Total		4,687,000.00				4,429,794.77	(219,514.61)	(195,966.62)	1.87	4.83
Certificate of Deposit										
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	ΓD		99.94	324,790.38	(209.62)	(209.62)	1.27	5.45
Security Type Sub-Total		325,000.00				324,790.38	(209.62)	(209.62)	1.27	5.45
Asset-Backed Security										
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	1,064.85	IPM_CHAS		99.83	1,063.08	(1.56)	(1.73)	0.07	1.82
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	10,920.24	MERRILL		99.54	10,869.62	(48.47)	(49.98)	0.15	2.21
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	<b>22,237.68</b> J	IPM_CHA		97.62	21,708.31	(528.96)	(529.19)	0.43	1.61
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	26,635.09 E	BARCLAY		97.44	25,954.33	(677.96)	(679.35)	0.50	1.56
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	14,760.46	MITSU		97.11	14,333.27	(424.27)	(425.72)	0.55	1.54
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	63,949.19 E	BARCLAY		96.33	61,599.54	(2,344.56)	(2,346.64)	0.70	1.91
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	42,988.33	MERRILL		96.48	41,476.50	(1,502.57)	(1,506.78)	0.62	1.89
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	SMBC		96.12	33,640.63	(1,351.56)	(1,354.37)	0.81	2.13
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	CITIGRP		94.10	51,755.27	(3,232.95)	(3,237.12)	1.18	2.50
Security Type Sub-Total		272,555.84				262,400.55	(10,112.86)	(10,130.88)	0.72	1.98
Managed Account Sub-Total		35,821,539.50				33,252,126.49	(1,499,212.54)	(1,666,986.99)	2.37	4.76



### **Managed Account Fair Market Value & Analytics**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)										
Securities Sub-Total	\$35,821,539.50	\$33,252,126.49	(\$1,499,212.54)	(\$1,666,986.99)	2.37	4.76%				
Accrued Interest		\$142,755.69								
Total Investments		\$33,394,882.18								

## pfm asset management

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

For the Month Ending June 30, 2023

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)										
Transact	ion Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
BUY										
06/01/23	06/02/23	US TREASURY N/B NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	740,000.00	(737,051.56)	(146.58)	(737,198.14)			
Transaction	on Type Sul	o-Total		740,000.00	(737,051.56)	(146.58)	(737,198.14)			
INTER	EST									
06/01/23	06/01/23	MONEY MARKET FUND	MONEY0002	0.00	0.00	257.20	257.20			
06/01/23	06/01/23	JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	0.00	473.80	473.80			
06/01/23	06/25/23	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	55,096.55	0.00	153.62	153.62			
06/01/23	06/25/23	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			
06/01/23	06/25/23	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	240,000.00	0.00	669.40	669.40			
06/08/23	06/08/23	FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	0.00	3,206.25	3,206.25			
06/15/23	06/15/23	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	68,286.55	0.00	24.47	24.47			
06/15/23	06/15/23	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	0.00	26.58	26.58			
06/15/23	06/15/23	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	14,444.46	0.00	22.75	22.75			
06/15/23	06/15/23	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	457.90	0.00	0.63	0.63			
06/15/23	06/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	46,169.81	0.00	20.01	20.01			
06/15/23	06/15/23	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	16,010.03	0.00	4.54	4.54			
06/15/23	06/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	29,127.57	0.00	9.22	9.22			
06/15/23	06/15/23	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	0.00	21.58	21.58			

## pfm asset management

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

For the Month Ending June 30, 2023

CITY O	F COAC	HELLA - OPERATING PORTI	OLIO - 9953	13 - (14201484	)					
Transact Trade	ion Type Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTER	EST									
06/17/23	06/17/23	FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	705,000.00	0.00	1,762.50	1,762.50			
06/21/23	06/21/23	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	4,662.11	0.00	6.26	6.26			
06/21/23	06/21/23	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	24,865.01	0.00	5.59	5.59			
06/30/23	06/30/23	US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00	0.00	918.75	918.75			
06/30/23	06/30/23	US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	540,000.00	0.00	1,012.50	1,012.50			
Transacti	on Type Sul	b-Total		2,319,119.99	0.00	8,876.33	8,876.33			
PAYDO	WNS									
06/01/23	06/25/23	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	18,112.89	18,112.89	0.00	18,112.89	(880.18)	0.00	
06/15/23	06/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	2,492.48	2,492.48	0.00	2,492.48	0.26	0.00	
06/15/23	06/15/23	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	3,524.22	3,524.22	0.00	3,524.22	0.69	0.00	
06/15/23	06/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	3,181.48	3,181.48	0.00	3,181.48	0.69	0.00	
06/15/23	06/15/23	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	457.90	457.90	0.00	457.90	0.03	0.00	
06/15/23	06/15/23	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	1,249.57	1,249.57	0.00	1,249.57	0.25	0.00	
06/15/23	06/15/23	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	4,337.36	4,337.36	0.00	4,337.36	0.35	0.00	
06/21/23	06/21/23	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	2,627.33	2,627.33	0.00	2,627.33	0.05	0.00	
06/21/23	06/21/23	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	3,597.26	3,597.26	0.00	3,597.26	0.70	0.00	
Transacti	on Type Sul	b-Total		39,580.49	39,580.49	0.00	39,580.49	(877.16)	0.00	)



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

For the Month Ending June 30, 2023

CITY	/ OF COACHELLA	- OPERATING PORTFOLIO	_ 005343 _	(14201484)	
CIII	OF COACHELLA	- OPERATING PORTFULIO	- 5500 <del>1</del> 0 -	(14201404)	

Transact	tion Type				Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	<b>Amort Cost</b>	Method
SELL										
06/01/23	06/02/23	US TREASURY N/B NOTES DTD 05/31/2022 2.500% 05/31/2024	91282CER8	600,000.00	584,578.13	81.97	584,660.10	(11,882.81)	(13,565.65)	FIFO
Transacti	on Type Su	b-Total		600,000.00	584,578.13	81.97	584,660.10	(11,882.81)	(13,565.65)	)
Managed	Account Su	ıb-Total			(112,892.94)	8,811.72	(104,081.22)	(12,759.97)	(13,565.65)	)
Total Sec	urity Trans	actions			(\$112,892.94)	\$8,811.72	(\$104,081.22)	(\$12,759.97)	(\$13,565.65)	)



### **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

FROM: William Pattison, Interim Finance Director

SUBJECT: Investment Report – May and June, 2023

#### STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for May and June of 2023.

#### **EXECUTIVE SUMMARY:**

On June 28, 2023, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current "Statement of Investment Policy".

Pursuant to Section 16 of that policy, the City Treasurer shall provide to the City Council a monthly investment report 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 and June 30, 2023. 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.



### **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

FROM: Lizzandro Diaz, Building Official

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

Willdan, Interwest, and 4 Leaf, Inc. for Building Department Services.

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreements with Willdan, Interwest, and 4 Leaf, Inc. for Building Department Services.

#### **BACKGROUND:**

On March 01, 2023, an advertisement for a Request for Proposals (RFP) was released by the Building and Safety Department. The objective of this RFP was to procure Professional Building Department Services for tasks such as plan check review, inspection services, and providing necessary assistance to the building department staff. In response to this RFP, the city staff received seven proposals. These were assessed based on a variety of factors like approach, cost, qualifications, and staffing. Following the evaluations, the city staff chose the three consultants with the highest scores Willdan, Interwest, and 4 Leaf, Inc. to be awarded contracts for providing services as needed.

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

Attached to this staff report are Professional Services Agreements for Willdan, Interwest, and 4 Leaf, Inc. to provide professional building services for a term of three years until 2026. All consultants will provide assistance with plan check review, inspection services, and provide assistance to the Building and Safety Division as needed.

#### **ALTERNATIVES:**

- 1. Authorize the City Manager to execute Professional Services Agreements with Willdan, Interwest, and 4 Leaf, Inc.
- 2. Continue this item and provide staff direction.

#### **FISCAL IMPACT:**

The fiscal impact of this action cannot be directly determined. Building Department services from the building consultants will be secured on an as needed basis based on the fee schedule provided in the PSA.

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

Staff recommends Alternative #1 as noted above.

#### Attachment:

- 1. Professional Services Agreement (PSA) with Willdan
- 2. Professional Services Agreement (PSA) with Interwest
- 3. Professional Services Agreement (PSA) with 4 Leaf, Inc.

# CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 14<sup>th</sup> day of September, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6<sup>th</sup> Street, Coachella, California 92236, County of Riverside, State of California ("City") and Willdan with its principal place of business at 650 E. Hospitality Lane, Suite 400, San Bernardino, CA 92408 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

#### 2.1 Consultant.

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

#### 2.2 Project.

City desires to engage Consultant to render such professional services for the Professional Building Department Services project ("Project") as set forth in this Agreement.

#### 3. TERMS.

#### 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional building department consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term.</u> The term of this Agreement shall be from September 14, 2023 to September 14, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### 3.2 Compensation.

3.2.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

BB&K (2021)	-1-	PROFESSIONAL SERVICES AGREEMENT

in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 3.2.2 <u>Payment of Compensation</u>. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.
- 3.2.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.
- 3.2.4 <u>Extra Work</u>. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

#### 3.3 Responsibilities of Consultant.

3.3.1 <u>Independent Contractor; Control and Payment of Subordinates.</u> The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding,

unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.3.2 <u>Schedule of Services</u>. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.
- 3.3.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of City.
- 3.3.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Patrick Johnson, Project Manager.
- 3.3.5 <u>City's Representative</u>. The City hereby designates Lizzandro Diaz, Building Official, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.
- 3.3.6 Consultant's Representative. Consultant hereby designates Patrick Johnson, Project Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.3.7 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.3.8 <u>Standard of Care; Performance of Employees</u>. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

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shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 3.3.9 Period of Performance.

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

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

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

#### 3.3.10 Laws and Regulations; Employee/Labor Certification.



3.3.10.1 <u>Compliance with Laws</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

3.3.10.6 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

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regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 3.3.11 <u>Insurance</u>.

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

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

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

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

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

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

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

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

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

(2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

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

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

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

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

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

#### 3.3.11.11 Additional Insurance Provisions

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

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

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- (C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- (E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.
- (F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.3.11.12 <u>Insurance for Subconsultants</u>. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

#### 3.4 Labor Code Requirements.

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

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officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- 3.4.2 <u>Registration/DIR Compliance</u>. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.
- 3.4.3 <u>Compliance Monitoring</u>. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.
- 3.4.4 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

#### 3.5 Termination of Agreement.

- 3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.
- 3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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#### 3.6 Indemnification.

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

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

#### 3.7 General Provisions.

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

#### 3.7.2 <u>Independent Contractors and Subcontracting.</u>

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

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3.7.2.2 <u>Prior Approval Required</u>. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: Willdan

650 E. Hospitality Lane, Suite 400

San Bernardino, CA 92408

ATTN: Patrick Johnson, Project Manager

City: City of Coachella

53990 Enterprise Way Coachella, CA 92236

ATTN: Lizzandro Diaz, Building Official

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

#### 3.7.4 Ownership of Materials and Confidentiality.

Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the

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Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

- 3.7.4.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.
- 3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.
- 3.7.4.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.
- 3.7.4.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
- 3.7.4.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

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in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

- 3.7.5 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.7.6 <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 3.7.7 <u>Attorneys' Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.
- 3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.
- 3.7.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.7.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.7.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.7.12 <u>Assignment or Transfer</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

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as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.7.14 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.7.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.7.16 <u>No Third-Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.7.17 <u>Invalidity</u>: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.7.19 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.7.20 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.



- 3.7.21 <u>Survival.</u> All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.
- 3.7.22 <u>Order of Precedence</u>. The following order and succession of the referenced documents shall govern in the event of conflict between documents:
  - 3.7.22.1 Amendment(s)
  - 3.7.22.2 This Agreement
  - 3.7.22.3 Task Orders

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

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

CITY OF COACHELLA	WILLDAN
Approved By:	
	By:
Gabriel Martin City Manager	— Its:
Ony Manager	Printed Name:
Approved as to Form:	
Best Best & Krieger LLP City Attorney	_
Attested By:	
City Clerk	_

### EXHIBIT "A" SCOPE OF SERVICES

Provide building and safety services based on the California Building, Electrical, Plumbing and Mechanical Codes, and the California Energy Standards, as adopted by the City of Coachella Municipal Code (Title 15), as well as other applicable City ordinances, including:

- Plan check
- Back-up building inspection and building department staff (as needed)

The following Scope of Services represents the services and responsibilities the successful Proposer ("Consultant") will be expected to provide and perform.

A. <u>Plan Check:</u> Review building and development plans for conformance with the California Building, Electrical, Plumbing and Mechanical Codes (the "Codes"), the California Energy Standards, City ordinances and other requirements as set by City Departments, as well as arranging for reviews by other responsible agencies, as appropriate. Types of proposed plan check work may include new construction (residential and commercial), remodel, additions, green building, ADA, California Accessibility Specialist Program ("CASP"), Leadership in Energy and Environmental Design ("LEED"), onsite wastewater treatment systems ("OWTS") and public nuisance abatement.

Consultant must be able to perform electronic plan review.

Unless there are exceptional circumstances, Consultant will be asked to complete their first plan check of residential construction within ten (10) calendar days of receipt of the submittal and subsequent plan checks within five (5) calendar days of receipt of the re-submittal. Consultant shall provide all plan check comments in typed format for all initial and subsequent plan reviews. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable.

- B. <u>Inspection:</u> The City has one full-time building inspector. This service shall be provided on an as-needed basis when staffing and/or workload constraints exist. Upon request, the Consultant shall provide field inspections during the course of construction, pursuant to applicable Codes. Standard City operating procedures is that inspections are made by the next working day following a request made by 4:00 PM on the preceding day. City permit technicians will provide appointments for field inspections within a specified time frame on the day of the inspection.
- C. <u>As-Needed Support</u>: Provide as-needed staffing support, when requested. As needed staff support may include, among other things, the following, building official, permit technician, and supplemental inspection services as required to appropriately respond to emergencies or natural disasters.
- D. <u>Coordination:</u> Coordinate staffing and workload with the Building Official and/or the Director of Community Development or his or her designee, and provide appropriate information to the public.
- E. <u>Meetings:</u> Attend meetings with City staff, City officials, developers, contractors, and the general public, as necessary for the execution of plan check services or as required by the Building Official and/or the Director of Community Development or his or her designee.

BB&K (2021) Exhibit "A"-1 PROFESSIONAL SERVICES AGREEMENT—ON

- F. Records: Maintain all original Building and Safety records and files at City Hall.
- G. <u>Training & Certification:</u> Provide periodic technical training to keep Consultant's staff upto-date on the latest codes and building techniques. Provide to, and receive from, the Community Development Department's staff appropriate training to coordinate the functions of the Department and the Consultant. Plan review and inspection staff shall have obtained and must maintain current ICC certifications. Consultant shall also employ sufficient number of certified CASP disabled access specialist pursuant to the requirements of S.B.1608.
- H. <u>Availability to the Public:</u> The Consultant understands that building and safety personnel must be available to provide information about the status of active plan check applications and/or permits and to answer general questions from the public at the counter or over the telephone during City Hall business hours when requested to do so by City staff. Such public availability will be provided by either the City or Consultant's personnel using schedules established by the City's Building Official that optimize service to the public.
- I. <u>Vehicles and equipment:</u> Provide all vehicles and equipment necessary to properly perform the services and duties required.
- J. <u>Certified Personnel:</u> Consultant's employees who perform services for the City pursuant to this Agreement must be ICC certified and state licensed P.E. plan check engineer(s) and ICC certified building inspector(s) including having the availability of CASP certified access specialists on an as needed basis.

### EXHIBIT "B" SAMPLE TASK ORDER FORM

Task Order No.		
Agreement:	Building Department Services	
Consultant:	Willdan	
	nt is hereby authorized to perform he Agreement identified above:	the following services subject to the
List any attach	nments: (Please provide if any.)	
Dollar Amoun	t of Task Order: Not to exceed \$	<u> </u>
Completion Da	ate:	
except as may l	be otherwise noted above, and perform the Agreement identified above	vill provide all equipment, furnish all materials, orm all services for the work above specified in and will accept as full payment therefore the
CITY OF COA	ACHELLA	WILLDAN
Dated:		Dated:
Ву:		By:

BB&K (2021) Exhibit "B"-1 PROFESSIONAL SERVICES AGREEMENT-ON

### EXHIBIT "C" COMPENSATION

CITY OF COACHELLA

**Building Department Services** 

#### **Project Cost**

Willdan will provide plan review services for a percent of the plan check fee collected by the City. Percent of fee plan review will be charged through three reviews including approval. Any reviews beyond three will be provided for an all-inclusive hourly rate as shown below. Expedited plan review will be billed at 1.35x of our rate. Overtime inspections will be charged a 1.5 factor.

BUILDING PLAN REVIEW	WILLDAN PERCENTAGE*
Valuation up to \$999,999	70% of fees collected
Valuation of \$1,000,000 - \$4,999,999	65% of fees collected
Valuation of \$5,000,000 - \$9,999,999	60% of fees collected
Valuation of greater than \$10,000,000	55% of fees collected

<sup>\*</sup>Structural Only Plan Review = 50% of the Willdan fee

<sup>\*</sup>Architectural/MEP Only Plan Review = 45% of the Willdan fee

SERVICE PROVIDED	RATE SCHEDULE
ICC Certified Plans Examiner	\$125/hr
Plan Check Engineer/Architect	\$140/hr
CASp Plan Review/Inspection	\$125/hr
Building Inspector	\$ 95/hr
Sr. Building Inspector	\$105/hr
Permit Technician	\$ 65/hr
Sr. Permit Technician	\$ 75/hr
<b>Building Official Services</b>	\$150/hr

Rates will not increase through June 30, 2024. If the Agreement is extended beyond June 30, 2024, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for Riverside County area and five percent.



# CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 14<sup>th</sup> day of September, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6<sup>th</sup> Street, Coachella, California 92236, County of Riverside, State of California ("City") and Interwest with its principal place of business at 1500 S. Haven Ave., Suite 200 Ontario, CA 91761 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

#### 2.1 Consultant.

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

#### 2.2 Project.

City desires to engage Consultant to render such professional services for the Professional Building Department Services project ("Project") as set forth in this Agreement.

#### 3. TERMS.

#### 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional building department consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term.</u> The term of this Agreement shall be from September 14, 2023 to September 14, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### 3.2 Compensation.

3.2.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

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in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.
- 3.2.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.
- 3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

#### 3.3 Responsibilities of Consultant.

3.3.1 <u>Independent Contractor; Control and Payment of Subordinates.</u> The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding,

unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.3.2 <u>Schedule of Services</u>. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.
- 3.3.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of City.
- 3.3.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Paul Meschino, President.
- 3.3.5 <u>City's Representative</u>. The City hereby designates Lizzandro Diaz, Building Official, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.
- 3.3.6 Consultant's Representative. Consultant hereby designates Paul Meschino, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.3.7 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.3.8 <u>Standard of Care; Performance of Employees</u>. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

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shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 3.3.9 Period of Performance.

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

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

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

#### 3.3.10 Laws and Regulations; Employee/Labor Certification.

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3.3.10.1 <u>Compliance with Laws</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

3.3.10.6 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

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regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 3.3.11 <u>Insurance</u>.

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

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

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

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

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

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

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

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

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

(2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

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

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

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

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

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

#### 3.3.11.11 Additional Insurance Provisions

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

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

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- (C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- (E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.
- (F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.3.11.12 <u>Insurance for Subconsultants</u>. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

#### 3.4 Labor Code Requirements.

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

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officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- 3.4.2 <u>Registration/DIR Compliance</u>. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.
- 3.4.3 <u>Compliance Monitoring</u>. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.
- 3.4.4 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

#### 3.5 Termination of Agreement.

- 3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.
- 3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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#### 3.6 Indemnification.

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

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

#### 3.7 General Provisions.

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

#### 3.7.2 <u>Independent Contractors and Subcontracting.</u>

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

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3.7.2.2 <u>Prior Approval Required</u>. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: Interwest

1500 S. Haven Ave., Suite 200

Ontario, CA 91761

ATTN: Paul Meschino, President

City: City of Coachella

53990 Enterprise Way Coachella, CA 92236

ATTN: Lizzandro Diaz, Building Official

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

#### 3.7.4 Ownership of Materials and Confidentiality.

Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the

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Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

- 3.7.4.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.
- 3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.
- 3.7.4.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.
- 3.7.4.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
- 3.7.4.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

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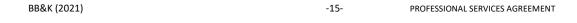
in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

- 3.7.5 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.7.6 <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 3.7.7 <u>Attorneys' Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.
- 3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.
- 3.7.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.7.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.7.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.7.12 <u>Assignment or Transfer</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

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as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.7.14 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.7.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.7.16 <u>No Third-Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.7.17 <u>Invalidity</u>: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.7.19 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.7.20 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.



- 3.7.21 <u>Survival.</u> All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.
- 3.7.22 <u>Order of Precedence</u>. The following order and succession of the referenced documents shall govern in the event of conflict between documents:
  - 3.7.22.1 Amendment(s)
  - 3.7.22.2 This Agreement
  - 3.7.22.3 Task Orders

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BB&K (2021)

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

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

CITY OF COACHELLA	INTERWEST
Approved By:	
	By:
Gabriel Martin	- Its:
City Manager	Printed Name:
Approved as to Form:	
Approved as to roini.	Ву:
	lts:
Best Best & Krieger LLP City Attorney	Printed Name:
Attested By:	
City Clerk	

# EXHIBIT "A" SCOPE OF SERVICES

Provide building and safety services based on the California Building, Electrical, Plumbing and Mechanical Codes, and the California Energy Standards, as adopted by the City of Coachella Municipal Code (Title 15), as well as other applicable City ordinances, including:

- Plan check
- Back-up building inspection and building department staff (as needed)

The following Scope of Services represents the services and responsibilities the successful Proposer ("Consultant") will be expected to provide and perform.

A. <u>Plan Check:</u> Review building and development plans for conformance with the California Building, Electrical, Plumbing and Mechanical Codes (the "Codes"), the California Energy Standards, City ordinances and other requirements as set by City Departments, as well as arranging for reviews by other responsible agencies, as appropriate. Types of proposed plan check work may include new construction (residential and commercial), remodel, additions, green building, ADA, California Accessibility Specialist Program ("CASP"), Leadership in Energy and Environmental Design ("LEED"), onsite wastewater treatment systems ("OWTS") and public nuisance abatement.

Consultant must be able to perform electronic plan review.

Unless there are exceptional circumstances, Consultant will be asked to complete their first plan check of residential construction within ten (10) calendar days of receipt of the submittal and subsequent plan checks within five (5) calendar days of receipt of the re-submittal. Consultant shall provide all plan check comments in typed format for all initial and subsequent plan reviews. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable.

- B. <u>Inspection:</u> The City has one full-time building inspector. This service shall be provided on an as-needed basis when staffing and/or workload constraints exist. Upon request, the Consultant shall provide field inspections during the course of construction, pursuant to applicable Codes. Standard City operating procedures is that inspections are made by the next working day following a request made by 4:00 PM on the preceding day. City permit technicians will provide appointments for field inspections within a specified time frame on the day of the inspection.
- C. <u>As-Needed Support</u>: Provide as-needed staffing support, when requested. As needed staff support may include, among other things, the following, building official, permit technician, and supplemental inspection services as required to appropriately respond to emergencies or natural disasters.
- D. <u>Coordination:</u> Coordinate staffing and workload with the Building Official and/or the Director of Community Development or his or her designee, and provide appropriate information to the public.
- E. <u>Meetings:</u> Attend meetings with City staff, City officials, developers, contractors, and the general public, as necessary for the execution of plan check services or as required by the Building Official and/or the Director of Community Development or his or her designee.

- F. Records: Maintain all original Building and Safety records and files at City Hall.
- G. <u>Training & Certification</u>: Provide periodic technical training to keep Consultant's staff up-to-date on the latest codes and building techniques. Provide to, and receive from, the Community Development Department's staff appropriate training to coordinate the functions of the Department and the Consultant. Plan review and inspection staff shall have obtained and must maintain current ICC certifications. Consultant shall also employ sufficient number of certified CASP disabled access specialist pursuant to the requirements of S.B.1608.
- H. <u>Availability to the Public:</u> The Consultant understands that building and safety personnel must be available to provide information about the status of active plan check applications and/or permits and to answer general questions from the public at the counter or over the telephone during City Hall business hours when requested to do so by City staff. Such public availability will be provided by either the City or Consultant's personnel using schedules established by the City's Building Official that optimize service to the public.
- I. <u>Vehicles and equipment:</u> Provide all vehicles and equipment necessary to properly perform the services and duties required.
- J. <u>Certified Personnel:</u> Consultant's employees who perform services for the City pursuant to this Agreement must be ICC certified and state licensed P.E. plan check engineer(s) and ICC certified building inspector(s) including having the availability of CASP certified access specialists on an as needed basis.

## EXHIBIT "B" SAMPLE TASK ORDER FORM

Task Order No. Agreement: **Building Department Services** Consultant: Interwest The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above: **List any attachments:** (Please provide if any.) **Dollar Amount of Task Order:** Not to exceed \$ **Completion Date:** The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above. CITY OF COACHELLA **INTERWEST** Dated: Dated: \_\_\_\_\_ By: By:

BB&K (2021) Exhibit "B"-1 PROFESSIONAL SERVICES AGREEMENT—ON

# EXHIBIT "C" COMPENSATION

City of Coachella, CA | RFP for Building Department Services

#### **PRICING**

#### Effective January 1, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Hourly Billing Rate

#### **Building Safety Services**

Certified Building Official	\$160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	\$155
Supervising Structural Engineer	\$185
Senior Structural Engineer	\$175
Senior Plans Examiner	\$140
CASp	\$125
Inspector III	\$110
Inspector II	\$100
Inspector I	\$ 90
Permit Technician	\$ 80
Fire Protection Engineer	\$155
Senior Fire Plans Examiner	\$130
Fire Plans Examiner / Fire Inspector	\$120
ICC Building Plans Examiner	\$120
Senior Code Enforcement Officer	\$135
Code Enforcement Officer	\$125
Trainee	\$ 75

#### BILLING

A crucial project control involves generating timely invoices tailored to City's needs. We closely track all operations at each location, monitoring project timesheets, invoices, as well as project (plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned in a timely manner.

INTERWEST

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# CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 14<sup>th</sup> day of September, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6<sup>th</sup> Street, Coachella, California 92236, County of Riverside, State of California ("City") and 4 Leaf Inc. with its principal place of business at 424 E Vanderbilt Way, Suite A, San Bernardino, CA 92408 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

#### 2.1 Consultant.

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

#### 2.2 Project.

City desires to engage Consultant to render such professional services for the Professional Building Department Services project ("Project") as set forth in this Agreement.

#### 3. TERMS.

#### 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional building department consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term.</u> The term of this Agreement shall be from September 14, 2023 to September 14, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### 3.2 Compensation.

3.2.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

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in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.
- 3.2.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.
- 3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

#### 3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding,



unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.3.2 <u>Schedule of Services</u>. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.
- 3.3.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of City.
- 3.3.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Marcus Johnson, Project Manager.
- 3.3.5 <u>City's Representative</u>. The City hereby designates Lizzandro Diaz, Building Official, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.
- 3.3.6 Consultant's Representative. Consultant hereby designates Marcus Johnson, Project Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.3.7 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.3.8 <u>Standard of Care; Performance of Employees</u>. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

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shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 3.3.9 Period of Performance.

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

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

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

#### 3.3.10 Laws and Regulations; Employee/Labor Certification.



3.3.10.1 <u>Compliance with Laws</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

3.3.10.6 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

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regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 3.3.11 <u>Insurance</u>.

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

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

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

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

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

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

- (A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.
- (D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
- 3.3.11.4 <u>Primary and Non-Contributing Insurance</u>. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- 3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

#### 3.3.11.11 Additional Insurance Provisions

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

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

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- (C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- (E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.
- (F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.3.11.12 <u>Insurance for Subconsultants</u>. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

#### 3.4 Labor Code Requirements.

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

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officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- 3.4.2 <u>Registration/DIR Compliance</u>. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.
- 3.4.3 <u>Compliance Monitoring</u>. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.
- 3.4.4 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

#### 3.5 Termination of Agreement.

- 3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.
- 3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.5.1.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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#### 3.6 Indemnification.

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

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

#### 3.7 General Provisions.

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

#### 3.7.2 <u>Independent Contractors and Subcontracting.</u>

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

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3.7.2.2 <u>Prior Approval Required</u>. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: 4 Leaf, Inc.

424 E Vanderbilt Way, Suite A San Bernardino, CA 92408

ATTN: Marcus Johnson, Project Manager

City: City of Coachella

53990 Enterprise Way Coachella, CA 92236

ATTN: Lizzandro Diaz, Building Official

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

#### 3.7.4 Ownership of Materials and Confidentiality.

Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the

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Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

- 3.7.4.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.
- 3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.
- 3.7.4.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.
- 3.7.4.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
- 3.7.4.6 <u>Confidential Information</u>. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

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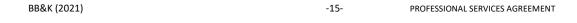
in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

- 3.7.5 <u>Cooperation; Further Acts.</u> The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.7.6 <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 3.7.7 <u>Attorneys' Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.
- 3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.
- 3.7.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.7.10 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.7.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.7.12 <u>Assignment or Transfer</u>. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

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as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.7.14 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.7.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.7.16 <u>No Third-Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.7.17 <u>Invalidity</u>: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.7.19 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.7.20 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.



- 3.7.21 <u>Survival.</u> All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.
- 3.7.22 <u>Order of Precedence</u>. The following order and succession of the referenced documents shall govern in the event of conflict between documents:
  - 3.7.22.1 Amendment(s)
  - 3.7.22.2 This Agreement
  - 3.7.22.3 Task Orders

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

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

CITY OF COACHELLA	4 LEAF, INC.	
Approved By:		
	Ву:	
Gabriel Martin City Manager	Its:	
	Printed Name:	
Approved as to Form:		
	By:	
-	Its:	
Best Best & Krieger LLP		
City Attorney	Printed Name:	
Attested By:		
City Clerk		

# EXHIBIT "A" SCOPE OF SERVICES

Provide building and safety services based on the California Building, Electrical, Plumbing and Mechanical Codes, and the California Energy Standards, as adopted by the City of Coachella Municipal Code (Title 15), as well as other applicable City ordinances, including:

- Plan check
- Back-up building inspection and building department staff (as needed)

The following Scope of Services represents the services and responsibilities the successful Proposer ("Consultant") will be expected to provide and perform.

A. <u>Plan Check:</u> Review building and development plans for conformance with the California Building, Electrical, Plumbing and Mechanical Codes (the "Codes"), the California Energy Standards, City ordinances and other requirements as set by City Departments, as well as arranging for reviews by other responsible agencies, as appropriate. Types of proposed plan check work may include new construction (residential and commercial), remodel, additions, green building, ADA, California Accessibility Specialist Program ("CASP"), Leadership in Energy and Environmental Design ("LEED"), onsite wastewater treatment systems ("OWTS") and public nuisance abatement.

Consultant must be able to perform electronic plan review.

Unless there are exceptional circumstances, Consultant will be asked to complete their first plan check of residential construction within ten (10) calendar days of receipt of the submittal and subsequent plan checks within five (5) calendar days of receipt of the re-submittal. Consultant shall provide all plan check comments in typed format for all initial and subsequent plan reviews. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable.

- B. <u>Inspection:</u> The City has one full-time building inspector. This service shall be provided on an as-needed basis when staffing and/or workload constraints exist. Upon request, the Consultant shall provide field inspections during the course of construction, pursuant to applicable Codes. Standard City operating procedures is that inspections are made by the next working day following a request made by 4:00 PM on the preceding day. City permit technicians will provide appointments for field inspections within a specified time frame on the day of the inspection.
- C. <u>As-Needed Support</u>: Provide as-needed staffing support, when requested. As needed staff support may include, among other things, the following, building official, permit technician, and supplemental inspection services as required to appropriately respond to emergencies or natural disasters.
- D. <u>Coordination:</u> Coordinate staffing and workload with the Building Official and/or the Director of Community Development or his or her designee, and provide appropriate information to the public.
- E. <u>Meetings:</u> Attend meetings with City staff, City officials, developers, contractors, and the general public, as necessary for the execution of plan check services or as required by the Building Official and/or the Director of Community Development or his or her designee.

- F. Records: Maintain all original Building and Safety records and files at City Hall.
- G. <u>Training & Certification</u>: Provide periodic technical training to keep Consultant's staff up-to-date on the latest codes and building techniques. Provide to, and receive from, the Community Development Department's staff appropriate training to coordinate the functions of the Department and the Consultant. Plan review and inspection staff shall have obtained and must maintain current ICC certifications. Consultant shall also employ sufficient number of certified CASP disabled access specialist pursuant to the requirements of S.B.1608.
- H. <u>Availability to the Public:</u> The Consultant understands that building and safety personnel must be available to provide information about the status of active plan check applications and/or permits and to answer general questions from the public at the counter or over the telephone during City Hall business hours when requested to do so by City staff. Such public availability will be provided by either the City or Consultant's personnel using schedules established by the City's Building Official that optimize service to the public.
- I. <u>Vehicles and equipment:</u> Provide all vehicles and equipment necessary to properly perform the services and duties required.
- J. <u>Certified Personnel:</u> Consultant's employees who perform services for the City pursuant to this Agreement must be ICC certified and state licensed P.E. plan check engineer(s) and ICC certified building inspector(s) including having the availability of CASP certified access specialists on an as needed basis.

# EXHIBIT "B" SAMPLE TASK ORDER FORM

Task Order No.		
Agreement:	Building Department Services	
Consultant:	4 Leaf, Inc.	
	nt is hereby authorized to perform the Agreement identified above:	the following services subject to the
List any attacl	nments: (Please provide if any.)	
Dollar Amoun	t of Task Order: Not to exceed \$	<u>, .</u> 00
Completion Da	ate:	
except as may	be otherwise noted above, and perfor th the Agreement identified above a	ll provide all equipment, furnish all materials, m all services for the work above specified in and will accept as full payment therefore the
CITY OF COA	ACHELLA	4 LEAF, INC.
Dated:		Dated:
Ву:		By:

BB&K (2021) Exhibit "B"-1 PROFESSIONAL SERVICES AGREEMENT-ON

# EXHIBIT "C" COMPENSATION



PLAN REVIEW COST STRUCTURE

#### **SECTION E: FEE SCHEDULE**

#### FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

#### FOR THE CITY OF COACHELLA

All Rates are Subject to Basis of Charges

NOTES

Plan Review Percentage: 65%	Fee includes:	
(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)	Initial review and two (2) rechecks. Hourly charges apply after three (3) or more	
Hourly Plan Review: \$115 Non-Structural Review	rechecks.	
\$155 Structural Review	Shipping, courier, and electronic service.	
Building		
Chief Building Official		
Structural Plan Review Engineer		
Non-Structural Plans Examiner\$115/ho		
Certified Access Specialist (CASp) Inspector\$155/ho		
Certified Access Specialist (CASp) Plans Examiner		
Senior Combination Building Inspector (Building Inspector I	II)	
Commercial Building Inspector (Building Inspector II)	\$105/hour	
Residential Building Inspector (Building Inspector I)		
Permit Manager	\$95/hour	
Senior Permit Technician	\$80/hour	
Permit Technician	\$70/hour	
Clerk/Administrator	\$60/hour	
Civil Plan Review (Grading, Improvement Plans)	\$175/hour	
inspector of Record	\$135/hour	
DSA Class 1 / OSHPD A Inspector	\$175/hour	
DSA Class 2 / OSHPD B Inspector		
DSA Class 3 / OSHPD C Inspector	\$103/hour	
GoFormz Software	\$50/user monthly	
Code Enforcement		
Code Enforcement Director		
Code Enforcement Manager	\$135/hour	
Senior Code Enforcement Officer		
Code Enforcement Officer II	\$95/hour	

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Exhibit "C"-1

PROFESSIONAL SERVICES AGREEMENT-ON

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.....\$85/hour

Code Enforcement Officer I.....

Section E: Fee Schedule

Qualifications to Provide On-Call Professional Consulting Services to the City of Coachella.



#### STAFF REPORT 9/13/2023

To: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award Amendment No. 1 to construction agreement with WGJ Enterprises Inc.

(dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122, in

the amount not to exceed \$150,000.

#### **STAFF RECOMMENDATION:**

Award Amendment No. 1 to construction agreement with WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122, in the amount not to exceed \$150,000.

#### **EXECUTIVE SUMMARY:**

The City published a Request for Proposals ("RFP") for on-call striping services for fiscal years 2023-2026. This RFP closed on October 4, 2022 at 2pm. The City received one responsive and responsible proposal from WGH Enterprises Inc. and the City awarded the RFP to WGH Enterprises Inc. During the 2022-2023 fiscal year, the awarded contract restriped Cesar Chavez Street and sections of Grapefruit Boulevard.

The awarded RFP was for a one-year period with the option to extend for up to three additional one-year periods. Staff is requesting award of the attached Amendment No. 1 for the approved and budgeted amount for fiscal year 2023-24 of \$150,000; staff is also recommending the extension of the contract term for one additional one-year period. Based on unit pricing provided staff will prioritize striping work needed on major arterials for fiscal year 2023/2024.

#### **FISCAL IMPACT**:

The recommended action will not have a fiscal impact.

Attachments:

**Proposed Agreement** 

#### **CONTRACTOR AGREEMENT - AMENDMENT NO 1**

This Contract for Construction ("Contract"), is made and entered into this 13<sup>th</sup> day of September, 2023, 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 53462 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the "City" and WGJ Enterprises Inc., dba PCI, 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:

#### FY 2023-26 On-Call Striping Contract CITY PROJECT NO. 083122

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. TERM.

The term of this Amended Agreement shall commence on the 1<sup>st</sup> day of November 2022, and shall terminate on the 31<sup>st</sup> day of January 2024, unless terminated earlier as set forth herein.

This Agreement may be mutually extended for up to three additional one-year terms, through fiscal year 2025/2026, upon satisfactory performance of all aspects of this Agreement. The City may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

Contractor and City agree that time is of the essence regarding the performance of this Agreement. All work called for under this Agreement will require the Contractor submit and City approve a Project Schedule for completion of work requested.

#### 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 not to exceed sum of **One Hundred Twenty Thousand Dollars** (\$120,000.00) for FY 2022-2023 and **One-Hundred Fifty Thousand Dollar** (\$150,000.00) for FY 2023-24. 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 Proposal Schedule.

#### ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time (per approved Project Schedule). 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 \$500.00 for each and every Working Day of delay beyond the time prescribed in the Contract Documents. 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 Proposers

**ProposalForms** 

ProposalAcknowledgement

ProposalSchedule

ProposalGuarantee

Designation of Subcontractors

Information Required of Proposers

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 <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a> 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	WGJ ENTERPRISES INC., DBA PCI				
By: Dr. Gabriel D. Martin City Manager	By:				
ATTEST:	Printed Name:				
By: Andrea Carranza, City Clerk	By: Its:				
APPROVED AS TO FORM:	Printed Name:				
By:  Best Best & Krieger LLP City Attorney	Contractor's License Number and Classification				
	DIR Registration Number				



# **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize The City of Coachella's Tacos, Tequila and Chavelas Festival beer

garden operation on October 21, 2023 at Veterans Memorial Park from 4pm to

8pm.

#### STAFF RECOMMENDATION:

Authorize The City of Coachella's Tacos, Tequila and Chavelas Festival beer garden operation on October 21, 2023 at Veterans Memorial Park from 4pm to 8pm.

#### **EXECUTIVE SUMMARY:**

The City of Coachella's Tacos Tequila and Chavelas Festival has been an event focused on celebrating Coachella's culinary talents and supporting its local eateries. In partnership with the Greater Coachella Chamber of Commerce (Chamber), the City developed and launched this event in 2017. The 2023 event is recommended to take place on Saturday, October 21, 2023 from 4pm to 8pm at Veterans Memorial Park.

Staff is working with the Chamber to secure a total of ten to twelve taco vendors for 2023. The 2023 ticket sales will be \$30.00 for taco tasting and \$35.00 for taco tasting with one chavela/tequila tasting. All participating restaurants will be provided a \$500-\$750 stipend to aid participants in paying for their food costs and all will compete for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place cash prizes of \$3,000, \$2,000 and \$1,000. All participants will also compete for People's Choice Award.

In addition to the event's food attractions, the event will include two live bands, live ballet folklorico dancing, a live dj, lawn games and a mechanical bull. The event includes a beer garden and staff is requesting authorization for the event to permit a beer garden at Veterans Memorial Park from 4pm-8pm on Saturday, October 21, 2023.

#### **FISCAL IMPACT:**

None.

Item 21.

apChkLst 08/01/2023 10:55:28AM

Check List
City of Coachella

Page: 1

Bank: ewfb EFT FOR WELLS FARGO BANK -:							
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1470	7/18/2023	55279	FIRST AMERICAN TITLE COMIDeposit	7/18/2023	FILE #RPS-7012400, 85711 PE	50,000.00	50,000.00
				ΓFO	50,000.00		

1 checks in this report.

**Grand Total All Checks:** 

50,000.00

Date: July 18, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

Item 21.

apChkLst 08/01/2023 11:22:31AM

## Check List City of Coachella

Page: 1

Bank: ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1471	8/1/2023	51949	THE H.N. & FRANCES C. BER(81	8/1/2023	AUG2023- CIVIC CENTER LO/	8,876.26	8,876.26
				ΓF	OR WELLS FARGO BANK -SEPA	RATE CHECK:	8,876.26

1 checks in this report.

**Grand Total All Checks:** 

8,876.26

Date: August 1, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

Page: 1

apChkLst 08/01/2023 12:44:38PM

Check List City of Coachella

Ban	K: ewib Er	FOR WEL	LS FARGO BANK -:					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1472	8/9/2023	53291	ANGENIOUS ENGINEERING	19-07A-032	6/30/2023	PE6/30 AVE 50 BRIDGE	89,538.17	
				19-07B-028	6/30/2023	PE6/30 SR-86/AVE50 INTERCI	1,212.76	90,750.93
1473	8/9/2023	53958	ATLAS TECHNICAL	4719	7/27/2023	PE6/30 MATERIAL TSTNG @ I	12,143.00	12,143.00
1474	8/9/2023	43462	BEST BEST & KRIEGER, LLP	968642	6/30/2023	PE5/31, #80237, GENERAL RE	34,195.06	•
				968654	6/30/2023	PE5/31, #80237.00857, RENEV	31,077.30	
				968656	6/30/2023	PE5/31, #80237.00868, TRAVE	24,020.54	
				968657	6/30/2023	PE5/31, #80237.00869, AFFOF	7,984.22	
				968653	6/30/2023	PE5/31, #80237.00850, FINANC	6,699.80	
				968651	6/30/2023	PE5/31, #80237.00840, CANN/	3,690.60	
				968658	6/30/2023	PE5/31, #80237.00874, CENTF	3,151.50	
				968650	6/30/2023	PE5/31, #80237.00835, REAL E	2,998.80	
				968659	6/30/2023	PE5/31, #80237.00875, MESQI	2,981.80	
				968647	6/30/2023	PE5/31, #80237.00445, DESEF	2,692.80	
				968649	6/30/2023	PE5/31, #80237.00820, ENVIR	2,460.40	
				968646	6/30/2023	PE5/31, #80237.00240, 52156	829.60	
				968655	6/30/2023	PE5/31, #80237.00858, COA W	612.00	
				968648	6/30/2023	PE5/31, #80237.00819, CODE	466.00	
				968644	6/30/2023	PE5/31, #80237.00231, G. THC	248.20	
				968643	6/30/2023	PE5/31, #80237.00211, CODE	244.80	
				968660	6/30/2023	PE5/31, #80237.03004, AVE 50	244.80	
				968652	6/30/2023	PE5/31, #80237.00844, CHROI	225.20	
				968645	6/30/2023	PE5/31, #80237.00237, SPOTL	91.80	124,915.22
	8/9/2023	49486	BRC CONSTRUCTION	202310236	7/11/2023	INSTLL'D COPPER SVC LINE	6,182.00	6,182.00
1476	8/9/2023	00749	COUNTY OF RIVERSIDE	SH0000043740	6/30/2023	5/30-6/2 SOCAL GANG CONF:	675.00	675.00
	8/9/2023	53799	ENTERPRISE FM TRUST	7305630	6/30/2023	2023 FORD EXPLORER BASE	40,769.00	40,769.00
	8 8/9/2023	49100	GOLDMAN, RONALD A.	AP-JN2023	6/30/2023	AP-JN2023 SVCS: KPC, SEVIL	4,843.00	4,843.00
1479	8/9/2023	51892	HERC RENTALS, INC.	33831583-001	7/10/2023	6/27-29 BOOM ARTICULATED	1,084.87	
				33836075-001	7/6/2023	6/30-7/1 LIGHT TOWER RNTL	395.69	1,480.56
1480	8/9/2023	54985	MUNISERVICES LLC	INV06-016950	7/14/2023	SUTA SVCS, QTR ENDING 3/3	17,591.24	
				INV06-016951	7/14/2023	SUTA (DISTRICT TAX), QTR E	1,416.88	19,008.12
148	8/9/2023	53421	SULZER EMS INC.	PJIN00004021	6/26/2023	RPLC'D B2 VFD LOW ZONE @	23,199.64	
				PJIN00004021-A		RPLC'D B1 VFD LOW ZONE @	23,199.64	46,399.28
	8/9/2023	51697	WESTERN WATER WORKS S	\$11407176-00	6/22/2023	6 DI C153 MJ 90 & 6 MJ REST	184.22	184.22
1483	8/9/2023	52966	WOODARD & CURRAN INC.	221521	7/11/2023	PE6/30 STORMWATER SUPP	8,843.75	8,843.75

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08/01/2023 12:44:38PM

# Check List City of Coachella

Page Item 21.

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1484	8/9/2023	53596	XTREME HEATING AND AIR	2414 2403		INSTLL'D 5 TON PKG SYSTEN SVC'D A/C UNITS @ SANITAR	12,750.00 909.00	13,659.00
					369,853.08			

Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117092	8/9/2023	49813	ALARCON, ALEXANDER	Trvl Exp 6/24-29	7/31/2023	TRVL EXP 6/24-29, IMSA FOR	70.00	70.00
117093	8/9/2023	53621	ALL THE RIGHT CONNECTION		6/27/2023	WE 6/25: MEZA+VALLE	2,769.20	2,769.20
117094	8/9/2023	54796	ALTA PLANNING + DESIGN, IN			PE6/30 CONNECT COACHELL	40,859.14	40,859.14
		01436	AMERICAN FORENSIC NURSI		6/22/2023	MAY2023 BLOOD DRAWS	133.70	
				75062	10/15/2021	OCT2021 BLOOD DRAWS	110.00	
				77386	3/15/2023	MAR2023 BLOOD DRAW	66.85	
				77394	3/20/2023	MAR2023 BLOOD DRAW	66.85	
				77723	6/5/2023	MAY2023 BLOOD DRAW	66.85	
				77782	6/20/2023	APR2023 BLOOD DRAW	66.85	
				77927	7/13/2023	JUNE2023 DRY RUN	36.46	547.56
117096	8/9/2023	42251	ARCOS, MARIA	Ck 8/9/23	7/26/2023	VOUCHER 92, 5/8-7/2	290.22	290.22
117097	8/9/2023	00836	BIO-TOX LABORATORIES	44483	6/26/2023	5/22 LAB SERVICES	360.60	
				44484	6/26/2023	5/22 LAB SERVICES	156.55	517.15
117098	8/9/2023	54517	<b>BLACK KNIGHT TECHNOLOG</b>	110287721	7/15/2023	JUNE2023 SITXPRO SBSCRP	250.00	250.00
117099	8/9/2023	55263	BUCHALTER	1161992	8/31/2022	PE8/31, #C0191-2, GLENROY	4,980.60	
				1155945	7/31/2022	PE7/31, #C0191-2, GLENROY	795.60	
				1168427	9/30/2022	PE9/30, #C0191-2, GLENROY	61.20	5,837.40
117100	8/9/2023	09600	COACHELLA VALLEY UNIFIED	2023/359	6/30/2023	FY22/23 CROSS GUARD SVC	71,003.19	
				Curb/Gutter	7/24/2023	CURB AND GUTTER IMPROV	50,000.00	
				St Lights	7/19/2023	STREET LIGHTING IMPROVE	40,000.00	161,003.19
117101	8/9/2023	54137	CONSERVE LANDCARE LLC	166299-r	7/10/2023	12/31 LNDSCPE ENHANCEME	4,672.00	
				195061-r	7/10/2023	3/31 LNDSCPE ENHANCEMEN	1,455.00	
				176698-r	7/10/2023	1/31 RPR'D IRRGTN @ VARIO	936.65	
				206405-r	4/30/2023	4/30 RPR'D IRRGTN @ DIST 3	563.73	
				227342	6/30/2023	6/30 RPR'D IRRGTN @ DIST 2	409.75	
				195062-r2	7/10/2023	3/7 RPR'D IRRGTN @ DIST 18	162.66	
				227343	6/30/2023	6/30 INSTLL'D PRESSURE RE	122.49	8,322.28
117102		11800	COUNTY OF RIVERSIDE	AN0000002730	7/18/2023	JUNE2023 ANL SHLTR+FIELD	37,251.51	37,251.51
117103	8/9/2023	09650	CVAG	June2023	7/24/2023	JUNE2023 TUMF FEES	28,751.20	28,751.20
117104	8/9/2023	54790	DALKE & SONS CONSTRUCT		5/31/2023	PE5/31 FIRE STATION REHAB	658,448.89	
				9	6/30/2023	PE6/30 FIRE STATION REHAB	446,846.79	1,105,295.68
117105	8/9/2023	49859	DEAZTLAN CONSULTING, LL		6/26/2023	LAFCO SPHERE OF INFLUEN	14,750.00	14,750.00
117106	8/9/2023	12870	DEPARTMENT OF JUSTICE	665048	6/30/2023	JUNE2023 BLOOD ALCOHOL	140.00	140.00
117107	8/9/2023	01089	DESERT ELECTRIC SUPPLY	S3082392.004	6/29/2023	INT-MAT WP7000BR 1G WP C	180.61	
				S3082392.001	6/29/2023	INT-MAT WP7000BR 1G WP C	15.05	195.66

Bank: wfb WELLS FARGO BANK (Continued)

Dalik	. WID VVL	LL3 FARGO	DANK (Continued	)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117108	8/9/2023	13300	DESERT FIRE EXTINGUISHER	R12472333	6/27/2023	6/27 FIRE EXTINGUISHER SV	1,507.69	1,507.69
117109	8/9/2023	54465	DESERT URGENT CARE COA	(41460	2/11/2023	JAN2023 SVCS: V. GARCIA	125.00	125.00
117110	8/9/2023	55233	DOMINGUEZ, JOSE	Scholarship	7/10/2023	2023 YOUTH FOOTBALL SCH	75.00	75.00
117111	8/9/2023	51494	GARDA CL WEST, INC.	20571425	6/30/2023	JUNE2023 EXCESS LIABILITY	1,442.79	
				20571431	6/30/2023	JUNE2023 EXCESS LIABILITY	631.55	2,074.34
117112	8/9/2023	20450	IMPERIAL IRRIGATION DISTR	IMdJN-MdJL	7/18/2023	MID JUNE-MID JULY 2023 ELE	70,150.99	
				50387122-JN23	7/7/2023	AC50387122, 6/3-7/3, SEWER	40,368.83	110,519.82
117113	8/9/2023	48293	KOA CORPORATION	JB92071-35	7/13/2023	PE7/2 AVE 50 IMPROVEMENT	3,195.00	3,195.00
117114	8/9/2023	44047	KONICA MINOLTA BUSINESS	9009428785	7/13/2023	BIZHUB C454E, 1515 6TH ST,	200.67	200.67
117115	8/9/2023	44767	KUNA FM	639439-1	3/31/2023	3/1-11 AD SPOT: DAY OF THE	1,000.00	
				637994-1	2/28/2023	2/6-10 AD SPOT: WASTE COL	500.00	1,500.00
117116	8/9/2023	54911	LA QUINTA POOL & SPA SER\	/124645	7/10/2023	JUNE2023 FOUNTAIN MAINT	700.00	700.00
117117	8/9/2023	45257	LIEBERT CASSIDY WHITMOR		6/30/2023	PE6/30: #CO015-00009	1,875.63	1,875.63
117118			LISA WISE CONSULTING, INC		7/20/2023	JUNE2023 HOUSING ELEMEN	6,385.00	6,385.00
117119	8/9/2023	24600	LOPES HARDWARE	000221	6/16/2023	2001 MASTER LOCKS, DRILL	469.57	
				010723	6/9/2023	PADLOCKS, LEATHER GLOVE	176.29	
				000172	4/21/2023	PADLOCK	10.86	
				000124	3/29/2023	PLUNGER	9.78	666.50
	8/9/2023	25900	MEREDITH & SIMPSON CONS		7/3/2023	TRBLSHT/RPR PUMP MOTOF	2,741.78	2,741.78
117121		42240	MULTI W. SYSTEMS, INC.	32330492	3/28/2023		1,167.27	1,167.27
	8/9/2023	54920	ONEFUTURE COACHELLA VA		3/1/2023	CC SUMMER INTERNSHIP PF	50,240.00	50,240.00
117123		53735	OPPENHEIMER, CHRISTOPH		7/19/2023		333.00	333.00
	8/9/2023	01736	PALM SPRINGS PUMP, INC.	23-4867	7/10/2023		275.00	275.00
117125		54645	PATTISON, JR., WILLIAM B.	FICA Rfnd	7/27/2023	2021 Q1/Q2 FICA TAX WITHHI	6,099.83	6,099.83
117126	8/9/2023	52596	PLANIT PRINT WORKS	923297	5/30/2023	PLANS- METER EXCHANGE F	150.12	150.12
117127		52344	QUADIENT FINANCE USA, IN		7/12/2023	JUNE/JULY2023 POSTAGE BY	2,053.64	2,053.64
117128	8/9/2023	52470	R & R TOWING	58899	6/7/2023	6/7 TOWING: AV51/CHIAPAS	543.00	
				59154	6/7/2023	6/7 TOWING: AV51/FREDERIC	543.00	
				60169	6/7/2023	6/7 TOWING: AV51/FREDERIC	543.00	
				59117	6/15/2023	6/15 TOWING: 52466 SHADY I	271.00	
				59170	6/15/2023		271.00	0.440.00
447400	01010000	50004	0.	60081	6/28/2023		271.00	2,442.00
117129	8/9/2023	52991	S & D CAR WASH MANAGEM		6/30/2023		321.54	321.54
117130	8/9/2023	54/36	SHAW INDUSTRIES, INC.	999159910	6/30/2023	INSTLL'D FLOOR TILE @ SEN	21,081.61	21,081.61

Check List City of Coachella age Item 21.

(Continued) Bank: wfb WELLS FARGO BANK Check # Date Invoice Inv Date Description **Amount Paid** Vendor **Check Total** 117131 8/9/2023 52595 STAPLES BUSINESS CREDIT 7609842424-0-5 6/13/2023 10500 L-STATION RIGHT MAH 2.338.91 7611167824-0-1 6/15/2023 BATTERY AA 24PK, SHOPPING 272.20 7611218945-0-1 6/20/2023 RECYCLED 2X TICKET BLU 2 129.17 7376505183-0-1 5/12/2023 JBL-QUANTUM 400P 113.09 7611252143-0-1 6/20/2023 NITRILE PF IND GLOVES 78.89 7376505183-1-1 6/27/2023 JBL-QUANTUM 400P -113.09 2.819.17 INV07038 6/30/2023 117132 8/9/2023 00102 SUNLINE TRANSIT AGENCY JUNE2023 CNG FUEL 1,162.09 1,162.09 117133 8/9/2023 54550 TBU INC. 49160 6/26/2023 RAISED FIRE HYDRANTS @ ( 17.867.03 17,867.03 THE DESERT SUN 6/30/2023 JUNE2023 PUBLISHED ADS 117134 8/9/2023 37600 0005711349 4.369.20 4,369.20 117135 8/9/2023 48152 TKE ENGINEERING, INC. 2023-534 6/30/2023 PE6/30 PLNCK, DILLON RD IV 9.738.70 2023-398 6/14/2023 PE5/31 PLNCK, MARIPOSA PC 5,783.00 2023-396 6/14/2023 PE5/31 PLNCK, TRIPOLI APTS 3,157.00 2023-533 6/30/2023 PE6/30 PLNCK, TRACT 38557-2,820.00 2023-537 6/30/2023 PE6/30 PLNCK, WOODSPUR I 2.744.00 2023-399 6/14/2023 PE5/31 PLNCK, TRACT 38072 857.00 2023-395 6/14/2023 PE5/31 PLNCK, COACH RV LL 205.61 2023-400 6/14/2023 PE5/31 PLNCK, 84900 BAGDA 130.00 2023-529 6/30/2023 PE6/30 PLNCK, QUERCIO/PA\ 130.00 2023-531 6/30/2023 PE6/30 PLNCK, TRACT 38072 130.00 PE6/30 PLNCK, 84900 BAGDA 2023-532 6/30/2023 88.75 2023-397 6/14/2023 PE5/31 PLNCK, QUERCIO/PA\ 49.37 25.833.43 117136 8/9/2023 38800 UNDERGROUND SERVICE ALI22-2303286 4/1/2023 CA STATE FEE FOR REGULAT 33.73 33.73 117137 8/9/2023 53173 VERIZON CONNECT NWF. IN(OSV000003093( 7/1/2023 JUNE2023 GPS MONITORING 1,068.54 1.068.54 EXTENSION POLE 24", TIP LII 117138 8/9/2023 44775 VISTA PAINT CORPORATION 2023-910051-00 3/6/2023 277.97 2023-915093-00 3/9/2023 SPRAY SHIELD CARDBOARD 150.85 2023-984149-00 5/4/2023 NITRILE GLOVES, RAGS & BF 144.45 2023-911235-00 3/7/2023 STRAINER 5GAL NYLON W/ E 30.71 2023-062349-00 6/30/2023 SVC CHRG 2.32 606.30 117139 8/9/2023 54433 WEX ENTERPRISE EXXONMC90625528 7/23/2023 ACC 0496-00-726338-7, 6/24-7 3,668.47 3.668.47 117140 8/9/2023 54464 WHITE CAP, L.P. 50022786076 6/30/2023 BLADESHAFT, SCREW, WASI 177.76

187.53

1,680,196.12

9.77

7/3/2023

**BOLT LEFT HAND THREAD** 

Sub total for WELLS FARGO BANK:

50022802203

62 checks in this report.

**Grand Total All Checks:** 

2,050,049.20

Date: August 9, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

Page: 1

apChkLst 08/01/2023 2:57:10PM

## Check List City of Coachella

Bank: ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1485	8/9/2023	54859	AMAZON CAPITAL SERVICES	,1JRV-RVGX-9Q	7/19/2023	WIISTAR WII TO HDMI CONVE	14.78	
				1NKV-7XVK-L3X	7/21/2023	16 PORT GIGABIT POE SWIT(	210.19	
				1QHR-F6HG-VC	7/23/2023	PHENYX PRO WIRELESS MIC	666.60	
				1R1J-X4C3-WN	7/23/2023	BLACKMAGIC DESIGN 12G-S	859.12	
				1TKL-T99C-HVY	7/16/2023	ROLLS HE18 BUZZ OFF 2-CH	119.62	
				1X7Y-YYG1-JL1	7/20/2023	APPLIED CREDIT INV #1RN4-	1,961.73	
				1YDJ-WVWX-F>	7/20/2023	SPIGEN TEMPERED GLASS S	155.22	
						XLR MICROPHONE CABLES,	658.48	
				1FJY-XXHC-L3F	7/17/2023	MONOPRICE BLACKBIRD 4K	110.06	
				1HF6-93HM-1KY		SUPERBAT SDI CABLE BNC C	213.42	
				161W-7JCG-TC		MINI CONVERTER OPTICAL F	358.88	
				1DP7-KGLX-7L1		APPLE MFI CERTIFIED CHAR	87.46	5,415.56
1486	8/9/2023	49989	ANDREAS LLC	86810	7/20/2023	BUSINESS CARDS: F. FIGUEF	136.93	
				86792	7/18/2023	BUSINESS CARDS: P. HERNA	139.17	276.10
1487	8/9/2023	42837	ARAMARK UNIFORM & CARE		7/7/2023	NIKE DRI FIT POLO W/ EMBR	55.43	
				25641790	7/12/2023	NIKE DRI FIT POLO W/ EMBR	55.43	110.86
1488	8/9/2023	45929	BECK OIL, INC.	73254CL	7/15/2023	PE7/15 ENG DEPT FUEL	243.60	
				73256CL	7/15/2023	PE7/15 LLMD DEPT FUEL	180.19	
				73289CL	7/15/2023	PE7/15 CODE ENF DEPT FUE	506.45	
				73299CL	7/15/2023	PE7/15 SANITARY DEPT FUEL	1,052.54	
				73303CL	7/15/2023		189.49	
				73304CL	7/15/2023		96.16	
				73327CL	7/15/2023		186.97	
				73260CL	7/15/2023	PE7/15 STREETS DEPT FUEL	759.75	
				73262CL	7/15/2023	PE7/15 WATER DEPT FUEL	1,065.71	
				73265CL	7/15/2023	PE7/15 PARKS DEPT FUEL	231.01	
				73280CL	7/15/2023	PE7/15 VEHICLE MAINT DEPT	302.99	
				73281CL	7/15/2023	PE7/15 SENIOR CNTR FUEL	220.32	5,035.18
1489	8/9/2023	49486	BRC CONSTRUCTION	202310235	7/11/2023	RPR'D STUCCO & WALL PAIN	912.00	
				202310238	7/11/2023	INSTLL'D LIGHT BOLLARDS (	960.00	
				202310231	7/11/2023	RPR'D CURB DRAIN OPENING	6,800.00	
				202310232	7/11/2023	RPLC'D FENCE POST @ DIST	11,800.00	
				202310233	7/11/2023	REBUILT BLOCK WALL @ DIS	8,600.00	
				202310234	7/11/2023	RMV'D/RPR'D PARTIAL FENCI	342.00	29,414.00

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				,				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1490	8/9/2023	43862	BRENNTAG PACIFIC, INC	BPI354538	7/10/2023	APPLIED CREDIT INV #BPI354	4,020.23	
				BPI356395	7/17/2023	APPLIED CREDIT INV #BPI356	4,787.45	8,807.68
1491	8/9/2023	02320	CALPERS	10000001723530	7/14/2023	#6373819375, AUG2023 HEAL	119,603.26	
				10000001723530	7/14/2023	#6373819375, AUG2023 HEAL	12,622.56	132,225.82
1492	8/9/2023	00749	COUNTY OF RIVERSIDE	SH0000043778	7/18/2023	CAL-ID FY23/24 MBR AGENC)	42,158.00	42,158.00
1493	8/9/2023	43672	DESERT VALLEY SERVICES I	608992	7/12/2023	HAND SOAP	64.97	64.97
1494	8/9/2023	02139	DLT SOLUTIONS, LLC	5177452A	7/20/2023	ANNUAL SBSCRPTN- ARCH E	7,998.64	7,998.64
1495	8/9/2023	53799	ENTERPRISE FM TRUST	FBN4786326	7/6/2023	JULY2023 LEASE CHRGS ('20.	18,972.59	18,972.59
1496	8/9/2023	02271	ESRI, INC.	94527707	7/18/2023	8/15/23-24 ARCGIS DESKTOP	1,320.00	1,320.00
1497	8/9/2023	44713	FARMER BROTHERS CO.	95673812	7/10/2023	APPLIED CREDIT INV #95673	568.35	
				95673872	7/24/2023	FILTER	27.66	596.01
1498	8/9/2023	55271	FS.COM INC	FS20230719007	7/19/2023	INDUSTRIAL ARMORED TPU	1,701.02	1,701.02
1499	8/9/2023	00207	GRAINGER INC	9769882219	7/14/2023	ENCLOSED BULLETIN BOARI	2,821.18	2,821.18
	8/9/2023	00996	HOME DEPOT	0104701	7/11/2023	3PC WOOD CHISEL SET & C(	72.74	72.74
1501	8/9/2023	50439	LANTELLIGENCE, INC.	20231321	7/12/2023	MITEL IP PHONE IP480G	1,765.67	1,765.67
	8/9/2023	42525	MUSCO SPORTS LIGHTING, I		7/11/2023	AUG2023-24 CONTROL LINK :	1,425.00	1,425.00
	8/9/2023	49479	POLYDYNE INC.	1755556	7/17/2023	CLARIFLOC WE-1238	4,400.95	4,400.95
	8/9/2023	52802	RED WING BUSINESS ADVAN			7/11+12 EMPLOYEE WORK BO	10,886.15	10,886.15
1505	8/9/2023	54567	VARI SALES CORPORATION	90967501	7/14/2023	VARIDESK CUBE CORNER 36	513.84	
				90969374	7/19/2023	VARI ACTIVE MAT 2	92.98	
				90967034	7/13/2023	ACTIVE SEAT	288.73	895.55
1506	8/9/2023	50629	VINTAGE ASSOCIATES, INC	229625	7/15/2023	JULY2023 LNDSCPE MAINT @	4,900.00	
				229618	7/15/2023	JULY2023 LNDSCPE MAINT @	11,395.00	
				229624	7/15/2023	JULY2023 LNDSCPE MAINT @	10,135.00	
				229622	7/15/2023	JULY2023 LNDSCPE MAINT @	4,997.90	
				229619	7/15/2023	JULY2023 LNDSCPE MAINT @	5,247.00	36,674.90
1507	8/9/2023	51697	WESTERN WATER WORKS S		7/11/2023	REDI-CLAMP 1.90" O.D. 6" WII	380.63	
				1407135-03	7/3/2023	2PC POLYMER CVR "WATER"	1,519.46	
				1407246-00	7/14/2023	BREAK OFF SPOOL 6H & THF	1,847.34	
				1407249-00	7/12/2023	SOFT COPPER TUBING 100F	935.25	4,682.68
	8/9/2023	53800	WILMINGTON TRUST N. A.	090123	7/21/2023	CFD 2018-1 SPEC TAX FD	211,615.33	211,615.33
1509	8/9/2023	53596	XTREME HEATING AND AIR	2418	7/17/2023	INSTLL'D WALL A/C UNIT 1 OF	2,750.00	
				2421	7/18/2023	TRBLSHT/RPR'D A/C UNIT @	95.00	
				2422	7/19/2023	TRBLSHT/RPR'D A/C UNITS @	171.00	
				2444	7/19/2023	INSTLL'D WALL A/C UNIT 2 OF	2,750.00	5,766.00

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Build: Wib WEELS FAIR								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117141	8/9/2023	48977	ADT COMMERCIAL	151165989	7/4/2023	AG-OT2023 ALARM/EXT SVC	470.94	
				151165990	7/4/2023	AUG2023 ALARM/EXT SVC PL	1,271.54	
				151165991	7/4/2023	AG-OT2023 ALARM/EXT SVC	680.41	
				151165992	7/4/2023	AG-OT2023 ALARM/EXT SVC	252.88	
				151165993	7/4/2023	AUG2023 CELL/EXT SVC PLN	34.97	
				151165994	7/4/2023	AG-OT2023 ALARM/EXT SVC	196.04	2,906.78
117142	8/9/2023	54339	AEC TECHNOLOGIES	27513	7/20/2023	REVU STNDRD/EXTREME/CA	2,034.00	2,034.00
117143	8/9/2023	02137	AGGREGATE PRODUCTS, INC		7/10/2023	ACCM-9.5MM (3/8") STATE CC	10,317.06	10,317.06
117144	8/9/2023	46835	AIR AND HOSE SOURCE, INC	.514618	7/11/2023	ADJ HYDRANT WRENCH, CO	120.71	120.71
117145	8/9/2023	55267	ALARCON, ALEXANDREA	Refund	7/24/2023	DEPOSIT REFUND- 7/22 COM	300.00	300.00
117146	8/9/2023	53621	ALL THE RIGHT CONNECTION		7/18/2023	WE 7/16: CHAVEZ-DELGADO+	2,953.20	
				7229	7/18/2023	WE 7/16: GALINDO+MONROY	4,268.80	
				7248	7/25/2023	WE 7/23: MONROY+NAVARR(	2,852.00	
				7249	7/25/2023	WE 7/23: CHAVEZ-DELGADO+	2,208.00	12,282.00
		51894	ALPHA MEDIA LLC	704665-1	7/23/2023	7/18-20 AD SPOT: COACHELL	512.00	512.00
117148	8/9/2023	55268	ALVAREZ, MONIQUE	Scholarship	7/26/2023	2023 DRD SUMMER CAMP- E.	75.00	75.00
117149	8/9/2023	55264	ARENAS, ADRIAN FLORES	Turf Rbt	7/24/2023	TURF REMOVAL REBATE- PR	3,000.00	3,000.00
117150	8/9/2023	55265	BELTRAN, EDGAR	PD 8/7-11	7/20/2023	PD 8/7-11, TRI-STATE SMNR:	310.50	310.50
117151	8/9/2023	55269	BOJORQUEZ, DIANA	Refund	7/19/2023	DEPOSIT REFUND- 7/15 LIBR	300.00	300.00
	8/9/2023		BRUDVIK, INC.	58238	7/3/2023	7/1 SPIDER BOX+100' CORD+	441.00	441.00
117153	8/9/2023	44494	BURRTEC WASTE & RECYCL		7/1/2023	AC 44-BS 405340, 85075 AVE	65.38	65.38
117154	8/9/2023	42387	CALIFORNIA CONTRACT CITI		7/6/2023	FY23/24 MEMBERSHIP DUES	3,200.00	3,200.00
117155	8/9/2023	55274	CANCHOLA, ROSA	Supplies	7/31/2023	SENIOR CENTER POTTERY S	145.89	145.89
117156	8/9/2023	53423	CBE OFFICE SOLUTIONS	IN2640986	7/20/2023	ACC CC3502, COLOR COPIEF	1,061.87	1,061.87
117157	8/9/2023	02048	CDW GOVERNMENT, INC.	KN54461	7/5/2023	APC SMART UPS XSERIES 48	1,494.27	
				KN72038	7/5/2023	ENGENIUS ENSTATIONAC WI	313.66	
				KP53232	7/7/2023	VIEWSONIC 27IN QHD LED M	1,874.35	3,682.28
117158	8/9/2023	53426	CELL BUSINESS EQUIPMENT		7/22/2023	ACC 1338330, 7/15-8/14, SHAF	610.58	610.58
117159	8/9/2023	55275	CHAVEZ, CARLOS	Supplies	7/31/2023	SENIOR CENTER POTTERY S	152.14	152.14
117160	8/9/2023	53220	COACHELLA ACE HARDWAR		7/11/2023	KEYKRAFTER #93 BRASS & k	34.72	
				5734/1	7/18/2023	SM SCRW HX	16.30	51.02
117161	8/9/2023	44959	COMPUTER CONSULTANTS,		7/12/2023	INSTALLATION OF CAT6 DATA	24,751.21	24,751.21
117162	8/9/2023	55270	CRUZ, JULIA	Refund	7/24/2023	DEPOSIT REFUND- 7/22 COM	300.00	300.00

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Bank: wfb WELLS FARGO BANK (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** DAMARA'S FLOWERS SPRAY ARRANGEMENT: RAF, 117163 8/9/2023 44718 10392 7/2/2023 155.00 10421 7/24/2023 SPRAY ARRANGEMENT: ALE. 193.58 10418 7/23/2023 SPRAY ARRANGEMENT: PRO 168.00 516.58 117164 8/9/2023 53007 **DESERT PROMOTIONAL &** 94089 7/7/2023 SHORT SLEEVE SHIRT W/ EN 30.45 30.45 117165 8/9/2023 13700 DEWEY PEST CONTROL INC. 15994315 7/1/2023 AC1126447, JULY-SEP2023, S 99.00 16023579 7/1/2023 AC2012536, JULY2023, 48400 1,200.00 16027034 7/1/2023 AC241000, JULY-SEP2023, 15 111.00 7/1/2023 16031941 AC1318239, JULY-SEP2023, F 99.00 16031942 7/1/2023 AC1318244, JULY-SEP2023, B 99.00 16031943 7/1/2023 AC1318235, JULY-SEP2023, 8-99.00 16031944 7/1/2023 AC1318236, JULY-SEP2023, R 132.00 16031956 7/1/2023 AC1281215, JULY2023, SIERR 301.00 16031957 7/1/2023 AC1281218, JULY2023, 51251 900.00 15998218 7/1/2023 AC1404426, JULY-SEP2023, L 264.00 16000818 7/1/2023 AC102942, JULY-SEP2023, 15 175.50 16001239 7/1/2023 AC1008112, JULY-SEP2023, C 135.00 16009309 7/1/2023 AC103361, JULY2023, SENIOF 80.00 7/1/2023 16015429 AC1452292, JULY-SEP2023, 1 159.00 16015430 7/1/2023 AC1450610, JULY2023, DE OF 160.00 7/1/2023 16023577 AC2028126, JULY-SEP2023, 1 240.00 16023578 7/1/2023 AC2012540, JULY2023, 51301 1,200.00 AC934340-JL/SF 7/1/2023 AC934340, JULY-SEP2023, SA 450.00 AC1062335-JL/S 7/1/2023 AC1062335, JULY-SEP2023, C 444.00 AC1315475-JL/S 7/1/2023 AC1315475, JULY-SEP2023, P 828.00 15975901 7/1/2023 AC1178382, JULY-SEP2023, B 135.00 15975905 7/1/2023 AC1161434, JULY-SEP2023, B 195.00 15979929 7/1/2023 AC1067451, JULY-SEP2023, 1 120.00 AC1434611-JL/S 7/1/2023 AC1434611, JULY-SEP2023, P. 585.00 8,210.50 117166 8/9/2023 53462 DURAN, JOSE ANGEL PD 8/7-11 7/20/2023 PD 8/7-11, TRI-STATE SMNR: 310.50 310.50 117167 8/9/2023 14860 E. K. WOOD LUMBER COMPAIS11336 7/17/2023 16D SINKERS LB, ETC 8.47 8.47 117168 8/9/2023 15750 7/14/2023 JULY2023 FEDEX SVCS FEDEX 8-191-47519 32.08 8-198-76588 7/21/2023 JULY2023 FEDEX SVCS 17.43 8-205-57447 7/28/2023 JULY2023 FEDEX SVCS 35.84 85.35 117169 8/9/2023 51604 **FRONTIER** BD 7/1/23 7/1/2023 AC 760-188-0055-061323-5, 7/ 3,655.86 3983477-JL23 7/15/2023 760/398-3477, 7/15/23 40.27 3,696.13 apChkLst 08/01/2023 2:57:10PM

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Bank	: WID WE	LLS FARGO	BANK (Continued	)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117170	8/9/2023	44042	GALLEGOS, GUSTAVO	PD 8/7-11	7/18/2023	PD 8/7-11, TRI-STATE SMNR:	310.50	310.50
117171	8/9/2023	54717	GARCIA, LETICIA V.	Refund	7/19/2023	DEPOSIT REFUND- 7/15 COM	300.00	300.00
117172	8/9/2023	52856	GREENWOOD, BRIANNA	7/26 Reimb	7/27/2023	REIMBURSEMENT FOR WOR	392.00	392.00
117173	8/9/2023	55277	GUTIERREZ, MARIA DE JESU	<b>Supplies</b>	7/31/2023	SENIOR CENTER POTTERY S	42.40	42.40
117174	8/9/2023	55276	GUTIERREZ, MARIA GUADAL	lSupplies	7/31/2023	SENIOR CENTER POTTERY S	146.62	146.62
117175	8/9/2023	55273	HEART VANTAGES	1004	7/31/2023	8/17 CPR/AED/FIRST AID TRA	3,995.00	3,995.00
117176	8/9/2023	44204	HUERTA, JR, ROBERTO	PD 8/7-11	7/20/2023	PD 8/7-11, TRI-STATE SMNR:	310.50	310.50
117177	8/9/2023	45108	IMPERIAL SPRINKLER SUPPL	0011681351-001	7/10/2023	ALUMINUM SCOOP SHOVEL	106.69	
				0011690750-001	7/11/2023	RB PE-PLASTIC VALVE	98.36	205.05
	8/9/2023	44767	KUNA FM	655551-1	7/23/2023	7/18-20 AD SPOT: COACHELL	500.00	500.00
117179	8/9/2023	45051	LAMAR OF PALM SPRINGS	114965688	7/10/2023	7/10-8/6 ROTARY POSTER AD	600.00	
				114965692	7/10/2023		1,236.00	1,836.00
	8/9/2023		LARA, JANETH	7/16 Reimb		REIMBURSEMENT FOR WOR	217.49	217.49
117181			LIEBERT CASSIDY WHITMOR			FY23/24 MBRSHP+PREMIUM	6,110.00	6,110.00
	8/9/2023		LINDE GAS & EQUIPMENT IN		7/6/2023	CUT TIP ACET, REG SR 250 A	119.78	119.78
117183	8/9/2023	24600	LOPES HARDWARE	000050	7/7/2023	SCISSORS, GLOVES, WATER	349.82	
				000125	7/6/2023	PICK HAMMER, BRUSHES, PL	459.24	
				000203	7/5/2023	PADLOCKS, BRASS FITTINGS	736.79	
				000252	7/5/2023	PADLOCKS, GREASE GUN, H	414.01	1,959.86
	8/9/2023		MARCUS NETWORKING	58044	7/16/2023	AUG2023 NETWORK MONITC	420.00	420.00
117185	8/9/2023	51579	METLIFE- GROUP BENEFITS		7/16/2023		13,047.67	
				Aug2023		AUG2023 DENTAL/VISION/LIF	544.01	13,591.68
	8/9/2023	50472	MONTOYA, JOSE	7/15 Reimb	7/17/2023		190.30	190.30
	8/9/2023		NIEVES, MARIA PEREZ	Supplies	7/31/2023		80.44	80.44
117188	8/9/2023	47192	O'REILLY AUTO PARTS	2855-174007	7/6/2023	BATTERY	300.78	
	- /- /			2855-175154	7/10/2023	BLUEDEF 2.5GAL	23.91	324.69
117189	8/9/2023		PASTION INDUSTRIES, INC.	041265	6/27/2023	JL-SP2023 FIRE ALARM/RADI	195.00	195.00
11/190	8/9/2023	02028	PETE'S ROAD SERVICE, INC.		7/12/2023	MOUNT/BALANCE NEW TIRE	244.39	
				23-0683510-00	7/7/2023	FLAT REPAIR	37.61	
				23-0684216-00			37.61	
				23-0684855-00		FLAT REPAIR	37.61	22122
447404	01010000	04005	DUO DECEDE EDODUUEO A O	23-0686446-00		FLAT REPAIR	37.61	394.83
	8/9/2023		PJ'S DESERT TROPHIES & G		7/20/2023	DESERT RECREATION BANN	259.91	259.91
11/192	8/9/2023	52596	PLANIT PRINT WORKS	924495	7/14/2023	RED DOOR HANGERS	334.03	470.40
				924712	7/24/2023	BGDMA COURTS RIBBON CU	145.46	479.49

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Bank: wfb WELLS FARGO BANK (Continued)								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117193	8/9/2023	42433	POOL & ELECTRICAL PRODU	(0011767253-001	7/14/2023	GOLD-N-CLEAR CLARIFIER	815.87	815.87
117194	8/9/2023	42443	RDO EQUIPMENT CO.	E1245435	7/13/2023	2023 WB 310WR36 36" DITCH	2,338.13	2,338.13
117195	8/9/2023	54500	RELIABLE TRANSLATIONS CO	25459	7/23/2023	7/23 DOCUMENT TRANSLATION	255.36	
				25435	7/19/2023	7/19 PLANNING COMM MTG 5	490.00	745.36
117196	8/9/2023	55266	RIVERSIDE ENGINEERING IN	(0723-1301	7/13/2023	JULY2023 MEP ENGINEERING	8,850.00	8,850.00
117197	8/9/2023	45190	RUDY'S TERMITE & PEST CO	11401464	7/13/2023	7/13 RMV'D BEEHIVE @ BGDI	425.00	425.00
117198	8/9/2023	55272	SALAS, LAWRENCE Y.	01	7/18/2023	7/10+12 CITIZENSHIP CLASSI	290.00	290.00
117199	8/9/2023	46733	SIMPLOT TURF & HORTICULT	Γ208145879	7/12/2023	ATRIMMEC & MAC TUBES	424.90	424.90
117200	8/9/2023	52595	STAPLES BUSINESS CREDIT		7/6/2023	POST-IT NOTES, FIRST AID K	39.12	
				7901956974-0-2		FILOFAX A5 NOTEBOOK	12.33	
				7902523494-0-1		STAPLES COPY CS, SHARPIE	255.73	
				7902757575-0-1		SHARP EL-1750V PRINTING (	78.88	386.06
117201	8/9/2023	43858	STAPLES CREDIT PLAN	012496	7/12/2023	2 TAYLOR Q27 BLACK	83.73	83.73
117202	8/9/2023	00582	STATE WATER RESOURCES		7/24/2023	GRD III EXAM APP: D. FELIX	295.00	295.00
117203	8/9/2023	38250	TOPS N BARRICADES	1101083	7/7/2023	28" CONE W/ SLEEVES & BAF	1,638.86	
				1101115	7/11/2023	28" CONE W/ SLEEVES	3,441.94	
				1101116	7/11/2023	BARRICADES	4,806.75	
				1101153	7/13/2023	7/10-12 DIP W/ B&L RNTLS	15.00	
	0.10.10.000			1101168	7/14/2023	6/27-7/12 TRAFFIC BEACON F	1,099.50	11,002.05
117204	8/9/2023	43751	USA BLUEBOOK	INV00061107	7/3/2023	MECHANICAL SEAL	81.51	
447005	0/0/0000	54000	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	INV00064814	7/6/2023	GLASS FIBER FILTER & ACET	775.37	856.88
117205	8/9/2023	51899	VASQUEZ, ROSA	7/25 Reimb	7/25/2023	REIMBURSEMENT FOR WOR	114.13	114.13
117206	8/9/2023	53200	WEST CALI PLUMBING	1489	7/14/2023	INSTLL'D SENSOR FAUCET @	685.31	685.31
117207	8/9/2023	01613	YEPIZ, ANA C.	Refund	7/31/2023	DEPOSIT REFUND- 7/30 COM	300.00	300.00
Sub total for WELLS FARGO BANK:							139,471.36	

92 checks in this report.

**Grand Total All Checks:** 

674,573.94

Date: **August 9, 2023** 

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

Page: 1

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# Check List City of Coachella

Bank: wfb WELLS FARGO BANK

Dank	. WID WE	LLOTAROO	DANK					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117208	8/9/2023	55284	BELMONTES, ALMA	Ref000236778	8/1/2023	UB Refund Cst #00048775	93.37	93.37
117209	8/9/2023	55295	BRECKENRIDGE PROPERTY	IRef000236799	8/1/2023	UB Refund Cst #00056049	8.06	8.06
117210	8/9/2023	55281	CARDENAZ, FLAVIO	Ref000236775	8/1/2023	UB Refund Cst #00033996	75.96	75.96
117211	8/9/2023	55302	DELGADO, ROBERTO	Ref000236806	8/1/2023	UB Refund Cst #00045230	13.52	13.52
117212	8/9/2023	55296	DR HORTON	Ref000236800	8/1/2023	UB Refund Cst #00056240	56.72	56.72
117213	8/9/2023	55301	DR HORTON	Ref000236805	8/1/2023	UB Refund Cst #00056672	5.01	5.01
117214	8/9/2023	55288	<b>ECOLOGY CONTROL INDUST</b>	Ref000236784	8/1/2023	UB Refund Cst #00052906	912.77	912.77
117215	8/9/2023	55297	GARCIA, MARIA	Ref000236801	8/1/2023	UB Refund Cst #00056263	8.17	8.17
117216	8/9/2023	55287	GARCIA, MAYRA	Ref000236782	8/1/2023	UB Refund Cst #00051912	56.00	56.00
117217	8/9/2023	55300	GREGORY FORREST BABING	Ref000236804	8/1/2023	UB Refund Cst #00056450	890.95	890.95
117218	8/9/2023	54915	KOONS, JOANN	Ref000236781	8/1/2023	UB Refund Cst #00051891	75.00	75.00
117219	8/9/2023	55286	LOPEZ, ALBERTO	Ref000236780	8/1/2023	UB Refund Cst #00051797	44.77	44.77
117220	8/9/2023	55238	MADUENO, CONRADO	Ref000236783	8/1/2023	UB Refund Cst #00052516	24.85	24.85
117221	8/9/2023	55294	MALIER CONTRACTORS INC	Ref000236798	8/1/2023	UB Refund Cst #00055744	969.76	969.76
117222	8/9/2023	55285	NIEBLAS, EMMANUEL	Ref000236779	8/1/2023	UB Refund Cst #00049813	64.44	64.44
117223	8/9/2023	55283	OTTON, ELIZABETH	Ref000236777	8/1/2023	UB Refund Cst #00047158	88.95	88.95
117224	8/9/2023	55210	PULTE GROUP INC	Ref000236787	8/1/2023	UB Refund Cst #00055125	36.22	36.22
117225	8/9/2023	55211	PULTE GROUP INC	Ref000236789	8/1/2023	UB Refund Cst #00055130	64.62	64.62
117226	8/9/2023	55240	PULTE GROUP INC	Ref000236785	8/1/2023	UB Refund Cst #00055045	51.89	51.89
117227	8/9/2023	55241	PULTE GROUP INC	Ref000236786	8/1/2023	UB Refund Cst #00055124	64.73	64.73
117228	8/9/2023	55242	PULTE GROUP INC	Ref000236788	8/1/2023	UB Refund Cst #00055126	58.79	58.79
117229	8/9/2023	55243	PULTE GROUP INC	Ref000236790	8/1/2023	UB Refund Cst #00055148	73.63	73.63
117230	8/9/2023	55289	PULTE GROUP INC	Ref000236791	8/1/2023	UB Refund Cst #00055276	15.06	15.06
117231	8/9/2023	55290	PULTE GROUP INC	Ref000236792	8/1/2023	UB Refund Cst #00055374	54.81	54.81
117232	8/9/2023	55291	PULTE GROUP INC	Ref000236793	8/1/2023	UB Refund Cst #00055379	67.69	67.69
117233	8/9/2023	55292	PULTE GROUP INC	Ref000236794	8/1/2023	UB Refund Cst #00055410	58.27	58.27
117234	8/9/2023	55214	PULTE HOMES CO LLC	Ref000236795	8/1/2023	UB Refund Cst #00055437	43.07	43.07
117235	8/9/2023	55215	PULTE HOMES CO LLC	Ref000236796	8/1/2023	UB Refund Cst #00055469	37.47	37.47
117236	8/9/2023	55293	PULTE HOMES CO LLC	Ref000236797	8/1/2023	UB Refund Cst #00055600	6.62	6.62
117237	8/9/2023	55282	RODRIGUEZ, GLORIA	Ref000236776	8/1/2023	UB Refund Cst #00045451	75.50	75.50
117238	8/9/2023	55298	THREE PEAKS CORP	Ref000236802	8/1/2023	UB Refund Cst #00056371	849.71	849.71
117239	8/9/2023	55280	VALENCIA, JOSE	Ref000236774	8/1/2023	UB Refund Cst #00003013	83.00	83.00
117240	8/9/2023	55299	WEBSTER FAVAZZO, KAREN	Ref000236803	8/1/2023	UB Refund Cst #00056414	54.80	54.80

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Sub total for WELLS FARGO BANK:

5,084.18

33 checks in this report.

**Grand Total All Checks:** 

5,084.18

Date: **August 9, 2023** 

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

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# Check List City of Coachella

Bank: wfb WELLS FARGO BANK									
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total	
117241	8/9/2023	00158	COUNTY OF RIVERSIDE	3797	5/3/2023	NOV2022 ELECTION SVCS+C	59,468.19	59,468.19	
						Sub total for WELLS	59 468 19		

1 checks in this report.

**Grand Total All Checks:** 

59,468.19

Date: August 9, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

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## Check List City of Coachella

Bank: ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1510	8/23/2023	46730	CALPERS	10000001724986	8/7/2023	#6373819375, GASB-68 REPO	1,400.00	1,400.00
1511	8/23/2023	51539	MICHAEL BAKER INTERNATION	C1165068	11/27/2022	PE11/27 AVE50/I-10 INTERCH	459.00	459.00
1512	8/23/2023	53421	SULZER EMS INC.	PJIN00003785	6/5/2023	5/31 DRIVE INSPECTION @ W	1,260.00	1,260.00
1513	8/23/2023	52784	THE PUN GROUP LLP	113984	7/31/2023	FY22/23 AUDIT SVCS	5,500.00	5,500.00
1514	8/23/2023	54567	VARI SALES CORPORATION	90949305	6/6/2023	ELEC STANDING DESK	929.81	929.81
1515	8/23/2023	54272	WILLDAN	002-29415	7/5/2023	JUNE2023- BLDG AND SAFET	6,980.00	6,980.00
1516	8/23/2023	54719	YUNEX LLC	5620043536	7/24/2023	JUNE2023 TRAFFIC SIGNAL (	12,028.94	
				5610284378	7/24/2023	JUNE2023 TRAFFIC SIGNAL N	2,071.50	14,100.44
					ΓFO	OR WELLS FARGO BANK -SEPA	RATE CHECK:	30.629.25

# Check List City of Coachella

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Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117242	8/23/2023	51894	ALPHA MEDIA LLC	687477-1	5/31/2023	5/1-31 AD SPOT: SB 1383	2,480.00	2,480.00
117243	8/23/2023	50874	ASSISTANCE LEAGUE COACH	-2023	8/8/2023	COMMUNITY BASED GRANT	1,000.00	1,000.00
117244	8/23/2023	02187	BENLO R.V. II	13470	4/20/2023	6GAL PROPANE	45.68	45.68
117245	8/23/2023	00836	BIO-TOX LABORATORIES	44607	7/17/2023	6/5+8+20 LAB SERVICES	1,109.60	
				44606	7/17/2023	6/20 LAB SERVICES	333.85	1,443.45
117246	8/23/2023	42506	BURRTEC WASTE INDUSTRIE	SS3-2023	8/2/2023	SS3 FY22/23 REFUSE COLLE	38,247.66	,
				PYU-2023	8/14/2023	FY22/23 PY UNS PYU REFUSI	739.39	38,987.05
117247	8/23/2023	55024	CITY ADVISORS	2023-014	6/6/2023	PE5/31 ZONING CODE AMNDI	1,092.50	1,092.50
117248	8/23/2023	07950	CITY OF COACHELLA	June 2023	6/30/2023	JUNE2023 WATER- ST, PARK	59,831.95	
				June 2023-LLD's	6/30/2023	JUNE2023 WATER- LLD'S	20,261.12	80,093.07
117249	8/23/2023	54137	CONSERVE LANDCARE LLC	166298-r	7/10/2023	12/31 LNDSCPE ENHANCEME	2,254.00	
				176699-r3	7/10/2023	1/31 RPR'D IRRGTN @ VARIO	939.35	
				195073-r3	7/10/2023	3/31 RPR'D IRRGTN @ DIST 1	477.06	
				227341	6/30/2023	6/30 RPR'D IRRGTN @ DIST 3	434.93	
				186261-r3	7/10/2023	2/28 RPR'D IRRGTN @ VARIO	218.15	4,323.49
	8/23/2023		COUNTY OF RIVERSIDE	22-23Q4	7/19/2023	APR-JUN2023 EMERGENCY §	20,000.00	20,000.00
117251	8/23/2023	09650	CVAG	CV24031-23	8/9/2023	FY22/23 CV HOUSING FIRST	100,000.00	
				CV23295-23	8/8/2023	PE7/1 ATP- ARTS AND MUSIC	2,370.03	
				CV23285-23	8/1/2023	JUNE2023 AV48 WIDENING (\	2,040.09	104,410.12
117252	8/23/2023	09950	CVWD	19333	7/28/2023	FY22/23 CV SALT & NUTRIEN	23,643.90	
				19308	7/20/2023	FY22/23 USGS CO-OP LAND (	16,236.86	
				19336	7/28/2023	FY22/23 SGMA ANNUAL REPC	14,146.50	
				19259	7/17/2023	FY22/23 CVRWMG PROGRAM	12,046.88	
				19339	7/31/2023	FY22/23 MODEL TRANSFER S	1,921.11	
				19311	7/24/2023	FY22/23 CV-SNMP TECHNICA	1,475.50	
				19314	7/24/2023	FY22/23 SGM IMPLEMENTATI	875.30	
				19240	7/11/2023	FY22/23 URBAN COMM DROL	439.62	70,785.67
	8/23/2023		DEPARTMENT OF TRANSPOR		7/14/2023	APR-JUN2023 TRAFFIC SIGN	3,741.05	3,741.05
	8/23/2023		EMPLOYMENT DEVELOPMEN		7/31/2023	AC 944-0806-9, APR-JUNE202	645.00	645.00
	8/23/2023		FRANCE MEDIA, INC	2023-59183	6/2/2023	2023 SPONSORSHIP- INTERF	1,000.00	1,000.00
	8/23/2023		GAL, MIN JI	TOT Tax	8/16/2023	REFUND- 2023 QTR 1 TOT TA	1,232.26	1,232.26
	8/23/2023		HAAKER EQUIPMENT COMPA		6/28/2023	NOZZLE ASSY, RAMBO 1", ET	3,441.33	3,441.33
	8/23/2023		KONICA MINOLTA BUSINESS		8/3/2023	BIZHUB C454E, 1515 6TH ST,	66.66	66.66
	8/23/2023		KUNA FM	644631-1	5/31/2023	5/1-31 AD SPOT: SB 1383	2,500.00	2,500.00
117260	8/23/2023	47192	O'REILLY AUTO PARTS	2855-171837	6/29/2023	PIN & CLIP	11.41	11.41

08/23/2023 7:16:11AM

# Check List City of Coachella

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Bank: wfb WELLS FARGO BANK (Continued)								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117261	8/23/2023	44510	RAIMI & ASSOCIATES, INC.	23-5612	3/1/2023	JAN2023 GENERAL PLAN AMI	3,792.98	3,792.98
117262	8/23/2023	53420	READ WITH ME VOLUNTEER	2023	8/8/2023	COMMUNITY BASED GRANT	1,000.00	1,000.00
117263	8/23/2023	51785	RMC WATER AND ENVIRONM	128053	7/20/2023	PE6/30 AMEZCUA/SHADY LN	1,934.05	1,934.05
117264	8/23/2023	55229	RRM DESIGN GROUP	2939-01-0623	7/27/2023	JUNE2023 DESIGN SVCS FOF	8,097.50	8,097.50
117265	8/23/2023	54620	SOUTHWEST PROTECTIVE S	11586	7/1/2023	JUNE2023 SECURITY SVCS @	7,438.88	
				11585	7/1/2023	JUNE2023 PATROL SVCS @ L	5,342.40	
				11584	7/1/2023	JUNE2023 SECURITY SVCS @	4,183.20	16,964.48
117266	8/23/2023	52595	STAPLES BUSINESS CREDIT	7611075414-0-1	6/14/2023	BEAUTYREST ROYO BIG AND	390.72	390.72
117267	8/23/2023	55145	SVA ARCHITECTS, INC.	60933	7/31/2023	CONCEPT DESIGN OF THE C	6,500.00	6,500.00
117268	8/23/2023	54550	TBU INC.	49120	6/21/2023	6/14 WTR LEAK RPR @ 49255	28,422.66	
				49119	6/21/2023	6/14+15 BASE PVMNT @ ORC	22,818.84	51,241.50
117269	8/23/2023	45045	THERESA A. MIKE SCHOLARS	S2023	8/8/2023	COMMUNITY BASED GRANT	1,000.00	1,000.00
117270	8/23/2023	54879	THREE PEAKS CORP	3	7/26/2023	PE7/26 BGDMA PARK COURT	297,571.69	297,571.69
117271	8/23/2023	39645	VALLEY OFFICE EQUIPMENT	, IN2307-1191	7/24/2023	ACC #CO03, 6/23-7/22, 53462	452.90	452.90
						Sub total for WELLS	FARGO BANK:	726,244.56

37 checks in this report.

**Grand Total All Checks:** 

756,873.81

Date: August 23, 2023

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

Check List City of Coachella

apChkLst 08/23/2023 8:17:30AM

Bank: ewfb EFT FOR WELLS FARGO BANK -

Buill	C. CWID LI	I I OK WE	LLO I AIGO BAIGIC					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1517	8/23/2023	52366	ALTA LANGUAGE SERVICES,	IIS666217	7/31/2023	JULY2023 SPANISH LISTENIN	330.00	330.00
1518	8/23/2023	54859	AMAZON CAPITAL SERVICES	,1DVP-KV3H-FM	7/31/2023	LD SYSTEMS PA SYSTEM	1,631.24	
				1J1L-34M7-NXG	7/27/2023	BINGFU RTK SURVEY GPS AT	38.72	
				1KR1-M43M-61>	8/3/2023	7" LATCH & LOCK POLE MOU	238.17	
				1KXV-TRQQ-M1	7/26/2023	WII TO HDMI CONVERTER, E	48.90	
				1N67-FJDM-JQF	7/26/2023	16 PORT GIGABIT SMART MA	293.60	
				13JD-THYJ-CLY	8/9/2023	PLENUM FIBER OPTIC CABLE	229.16	
				1JFW-WKDL-V6	8/13/2023	SELOOM COMPUTER TOWER	21.30	
				1XH3-QXXL-16T	8/14/2023	HP 62XL TRI-COLOR INK, ET(	313.17	
				1ML3-KPCL-NG	8/16/2023	APC UPS 1500VA BATTERY B	391.48	
				16KX-DJYW-7D	8/14/2023	SPIGEN TOUGH ARMOR CAS	39.13	
				1T1D-RL76-YY6	8/14/2023	OTTERBOX IPHONE 14 PRO I	44.86	
				1MNL-JV9M-MK	8/11/2023	BLACKMAGIC DESIGN MINI C	663.23	3,952.96
1519	8/23/2023	49989	ANDREAS LLC	86819	7/28/2023	WATER DEPT ENVELOPES	213.30	
				86820	7/28/2023	WATER DEPT ENVELOPES	297.13	510.43
1520	8/23/2023	42837	ARAMARK UNIFORM & CARE		8/3/2023	POLO W/ EMBROIDERY	36.94	
				JULY2023	7/31/2023	PE7/31 UNIFORMS, MATS & T	3,116.24	
				JULY2023 CC	7/31/2023	PE7/31 MATS & MOPS	736.40	
					7/31/2023	PE7/31 UNIFORMS, MATS & G	1,106.06	4,995.64
1521	8/23/2023	45929	BECK OIL, INC.	75902CL	7/31/2023	PE7/31 WATER DEPT FUEL	1,535.71	
				75921CL	7/31/2023	PE7/31 VEHICLE MAINT DEPT	247.76	
				75922CL	7/31/2023	PE7/31 SENIOR CNTR FUEL	360.36	
					7/31/2023	PE7/31 CODE ENF DEPT FUE	609.39	
				75941CL	7/31/2023	PE7/31 SANITARY DEPT FUEL	1,204.06	
				75947CL	7/31/2023	PE7/31 BLDG MAINT DEPT FL	205.48	
				75948CL	7/31/2023		197.71	
				75905CL		PE7/31 PARKS DEPT FUEL	780.60	
				75894CL	7/31/2023		168.75	
				75896CL	7/31/2023	PE7/31 LLMD DEPT FUEL	268.71	
				75900CL	7/31/2023	PE7/31 STREETS DEPT FUEL	635.83	
				75975CL	7/31/2023	PE7/31 GRAFFITI DEPT FUEL	364.08	6,578.44
1522	8/23/2023	43862	BRENNTAG PACIFIC, INC	BPI360520	7/31/2023		1,626.27	
				BPI360519	7/31/2023	APPLIED CREDIT INV #BPI36(	4,892.45	6,518.72

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1523	8/23/2023	02320	CALPERS	1000000172577!	8/14/2023	#6373819375, SEP2023 HEAL	12,622.56	
1020	0,20,2020	02020	O/ LET ET (O	10000001725778		#6373819375, SEP2023 HEAL	118,442.56	131,065.12
1524	8/23/2023	53627	CANNON DESIGN, INC.		8/7/2023	PE7/31 FIRE STATION REHAB	15,832.00	15,832.00
	8/23/2023		CV PIPELINE CORP.		7/24/2023	7/21 VIDEO PIPE INSPECTION	900.00	900.00
	8/23/2023		DESERT VALLEY SERVICES II		7/19/2023	S/O CLNR M/P AEROSOL PLE	45.77	45.77
	8/23/2023		ENTERPRISE FM TRUST		8/3/2023	AUG2023 LEASE CHRGS ('20/	18,606.75	18,606.75
	8/23/2023		FARMER BROTHERS CO.		7/19/2023	COFFEE, CREAMER & STIR S	444.25	10,000.70
1020	0,20,2020		THE THE THE THE TENT		7/24/2023	COFFEE & CREAMER	163.53	607.78
1529	8/23/2023	49100	GOLDMAN, RONALD A.		7/31/2023	JULY2023 SVCS: KPC, SEVILL	2,834.75	2,834.75
	8/23/2023		GRAINGER INC		7/20/2023	INJCTN CHCK VLV, SHRINK T	599.49	2,001.70
	0,20,2020			9786082736	7/27/2023	APPLIED CREDIT INV #978259	435.07	
				9789975696	8/1/2023	LEATHER GLOVES & SAFETY	367.28	1,401.84
1531	8/23/2023	51892	HERC RENTALS, INC.	33836075-002	7/24/2023	6/30-7/1 LIGHT TOWER RNTL	1,126.42	.,
				33886247-001	7/29/2023	7/20-22 MINI TRACK LOADER	1,027.48	2,153.90
1532	8/23/2023	00996	HOME DEPOT	5012770	7/26/2023	CORDLESS DRILL DRIVER/IM	216.41	_,
				5012769	7/26/2023	1-1/4" COARSE DRYWALL SC	8.68	
				1122648	8/19/2023	PONCHO, BLK PVC BOOTS, E	198.26	423.35
1533	8/23/2023	52988	KOUNKUEY DESIGN INITIATIV	/664	8/15/2023	CONSULTING FEE- COACHEL	4,999.60	4,999.60
1534	8/23/2023	54985	MUNISERVICES LLC	INV06-016984	8/1/2023	CLEARVIEW/STARS 2023 SV(	300.00	300.00
1535	8/23/2023	53552	QUENCH USA, INC.	INV06129812	8/1/2023	AC D347648, AUG2023 RNTL,	35.89	
				INV06141672	8/1/2023	AC D347651, AUG2023 RNTL,	35.89	71.78
1536	8/23/2023	52802	RED WING BUSINESS ADVAN	120230727003432	7/27/2023	7/25+26 EMPLOYEE WORK B	717.38	
				20230810003432	8/10/2023	8/2 EMPLOYEE WORK BOOTS	888.51	1,605.89
1537	8/23/2023	32950	SAFETY-KLEEN SYSTEMS, IN	192167443	7/14/2023	7/12 SVC	280.83	280.83
1538	8/23/2023	54567	VARI SALES CORPORATION	90976201	8/4/2023	VARI ACTIVE MAT 2 (4)	371.93	
				90977661	8/8/2023	VARIDESK CUBE CORNER 36	513.84	885.77
1539	8/23/2023	00384	WILLDAN FINANCIAL SERVIC	[010-55479	7/28/2023	FY23/24 SEWER DISTRICT AL	2,500.00	
				010-55411	7/28/2023	FY23/24 LANDSCAPE & LIGHT	9,511.39	12,011.39
1540	8/23/2023	54894	WILLIAMS SCOTSMAN, INC.	9018227701	7/11/2023	7/11-8/7 FIRE STATION #79 M(	2,642.70	
				9018227703	7/11/2023	7/11-8/7 FIRE STATION #79 M(	911.85	
				9018480821	8/8/2023	8/8-9/4 FIRE STATION #79 MO	3,208.20	
				9018480823	8/8/2023	8/8-9/4 FIRE STATION #79 MO	1,104.88	7,867.63
1541	8/23/2023	53596	XTREME HEATING AND AIR	2450	8/10/2023	INSTLL'D 2-TON MINI SPLIT A	5,500.00	
				2438	7/29/2023	INSTLL'D DUCTLESS A/C SYS	8,100.00	13,600.00

Γ FOR WELLS FARGO BANK -SEPARATE CHECK:

238,380.34

Bank: wfb WELLS FARGO BANK

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117272	8/23/2023	53760	ACCURATE OVERHEAD DOOI	142616	6/26/2023	7/11 INSTLL'D HINGES & CLO	5,585.65	
				142676	7/26/2023	7/19 INSTLL'D CONCEALED C	2,909.38	
				142682	7/26/2023	7/25 INSTLL'D DOOR HARDW	2,633.50	11,128.53
117273	8/23/2023	48977	ADT COMMERCIAL	151422796	7/21/2023	LABOR CHRG @ 87101 AVE 5	150.00	150.00
117274	8/23/2023	54926	AIR QUALITY TESTING SERVI	2022-12-08-072	8/10/2023	HAZARDOUS MTRL TESTING	18,390.00	
				2022-12-08-073	8/10/2023	HAZARDOUS MTRL TESTING	19,830.00	38,220.00
117275	8/23/2023	55142	AKEL ENGINEERING GROUP,	231006-01	8/10/2023	PE7/31 TRIPOLI PROJECT ST	2,971.50	
				231006-02	8/10/2023	PE7/31 TRIPOLI PROJECT ST	4,193.50	7,165.00
117276	8/23/2023	54546	ALL STATE INC	23-0718-3557	7/20/2023	7/18 TOWING: MECCA ST/51S	275.00	275.00
117277	8/23/2023	53621	ALL THE RIGHT CONNECTION	7272	8/1/2023	WE 7/30: BURQUEZ+MONRO'	1,950.40	
				7291	8/8/2023	WE 8/6: BURQUEZ+MONROY	2,355.20	
				7310	8/15/2023	WE 8/13: BURQUEZ+FELIX+R	2,999.20	
				7311	8/15/2023	WE 8/13: CHAVEZ-DELGADO+	2,599.00	
				7273	8/1/2023	WE 7/30: CHAVEZ-DELGADO+	2,796.80	
				7290	8/8/2023	WE 8/6: CHAVEZ-DELGADO+I	2,893.40	15,594.00
117278	8/23/2023	53274	APOLLO WOOD RECOVERY,		7/10/2023	IPEMA CERTIFIED PLAYFIBEF	4,153.00	
				22295S	7/11/2023	IPEMA CERTIFIED PLAYFIBEF	4,153.00	
				22296S	7/11/2023	IPEMA CERTIFIED PLAYFIBEF	2,660.74	
				22297S	7/11/2023	IPEMA CERTIFIED PLAYFIBEF	1,879.08	
				22298S	7/12/2023	IPEMA CERTIFIED PLAYFIBEF	4,153.00	
				22299S	7/14/2023	IPEMA CERTIFIED PLAYFIBEF	4,153.00	
				22300S	7/14/2023	IPEMA CERTIFIED PLAYFIBEF	4,153.00	
				22301S	7/14/2023	IPEMA CERTIFIED PLAYFIBEF	4,153.00	
				22293S	7/10/2023	IPEMA CERTIFIED PLAYFIBEF	4,153.00	33,610.82
117279	8/23/2023	52723	BRIGHT EVENT RENTALS, LL		8/3/2023	7/27 TENT+CHAIR+LINEN+ET	4,443.69	
				730714	8/3/2023	7/27 CONCRETE BLOCK RNT	1,842.85	6,286.54
117280	8/23/2023	50977	BRISAS AIR CONDITIONING I		8/2/2023	RPLC'D TRANSFORMER @ S	220.00	
				11965	7/31/2023	RMV'D/INSTLL'D 2-TON UNIT	2,600.00	2,820.00
	8/23/2023		BURRTEC WASTE & RECYCL		8/1/2023	AC 44-BS 405340, 85075 AVE	65.38	65.38
117282	8/23/2023	43634	CACEO	200026463	8/21/2023	10/16 MODULE THREE: J. NA\	1,000.00	
				200026451	8/21/2023	9/18 MODULE TWO: J. NAVAR	1,000.00	2,000.00
	8/23/2023		CBE OFFICE SOLUTIONS	IN2646582	8/5/2023	ACC CC3502, COLOR COPIEF	504.82	504.82
117284	8/23/2023	02048	CDW GOVERNMENT, INC.	KX45586	7/26/2023	HP COLOR LASERJET PRO N	621.44	
				KZ44155	7/28/2023	VIEWSONIC 27IN QHD LED M	723.60	1,345.04
117285	8/23/2023	55024	CITY ADVISORS	2023-022	8/1/2023	PE7/31 ZONING CODE AMNDI	1,380.00	1,380.00

Bank: wfb WELLS FARGO BANK (Continued)

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117286	8/23/2023	02273	CLAIREMONT EQUIPMENT	RA3735-01	7/20/2023	7/20 DUMP TRAILER RNTL	213.01	213.01
117287	8/23/2023	53220	COACHELLA ACE HARDWARE	5716/1	7/12/2023	FLOOR SQUEEGEE, HANDLE	72.78	
				5795/1	8/1/2023	INSULATED SCRWDRVR 2IN1	58.70	
				5768/1	7/25/2023	YLW JACKET TRAP DISPS	45.63	
				5770/1	7/26/2023	GORILLA GLUE, CONSTRCTN	33.68	
				5776/1	7/27/2023	ACE RSTP SPRY HTR GRN, E	74.39	
				5735/1	7/18/2023	WOOD CONCRETE BRUSH, E	56.51	
				5777/1	7/27/2023	KEYKRAFTER #2014 BRASS	13.02	
				5771/1	7/26/2023	SW DRILL/DRIVE SET 40PC	16.24	
				5868/1	8/19/2023	100CT RED 11.8" 50LB TSD, E	127.10	498.05
117288	8 8/23/2023	54082	COACHELLA GREENERY	2023 Grant		CANNABIS EQUITY GRANT P	30,000.00	30,000.00
	8/23/2023		COMCATE	8153	6/1/2023	AG2023/24 CODE ENF MGR+/	11,625.87	11,625.87
117290	8/23/2023	54137	CONSERVE LANDCARE LLC			7/17 RPR'D IRRGTN @ DIST 1	224.67	
				237181		7/7 RPR'D IRRGTN @ DIST 38	229.28	
				237183		7/27 RPR'D IRRGTN @ DIST 1	187.62	
				237184	7/31/2023	7/25 RPR'D IRRGTN @ DIST 1	254.65	
				237186	7/31/2023	7/19 RPR'D IRRGTN @ DIST 3	190.02	
				237188	7/31/2023	7/12 RPR'D IRRGTN @ DIST 3	200.90	1,287.14
	8/23/2023		CORONET CONCRETE PROD		7/18/2023	6.0 SACK EQ 60/40 FA	502.01	502.01
	8/23/2023		COUNTY OF RIVERSIDE		8/16/2023	JULY2023 ANL SHLTR+FIELD-	38,617.16	38,617.16
117293	8 8/23/2023	09650	CVAG	CV24022-23	8/9/2023	FY23/24 ALAN SEMAN BUS PA	3,000.00	
				CV24031-23	8/9/2023	FY23/24 CV HOUSING FIRST	100,000.00	103,000.00
	8/23/2023		CVWD	July 2023	8/1/2023	CN 332543, JULY2023 WELL F	59,760.06	59,760.06
	8/23/2023		CWEA	App Fee-JD	8/2/2023	RETEST APP FEE- CSM2 CEF	200.00	200.00
117296	8/23/2023	50103	D&H WATER SYSTEMS	12023-0935	7/7/2023	7/5 SVC'D DEOX 2000 ANALYZ	3,263.60	
				12023-0978	7/17/2023	LIQUID IODATE	234.00	3,497.60
	8/23/2023		DALKE & SONS CONSTRUCT		7/31/2023	PE7/31 FIRE STATION REHAB	208,085.62	208,085.62
	8 8/23/2023		DE LAGE LANDEN PUBLIC	80664196	8/12/2023	ACC #1338330, COLOR COPIE	216.41	216.41
	8/23/2023		DESERT CITY GLASS, INC	1420	7/27/2023	INSTLL'D 1/2" IG CLEAR ANNE	425.88	425.88
	8/23/2023		DESERT ELECTRIC SUPPLY	S3081807.002	7/24/2023	TCB1200-CHT-EL-E26-120-42-	3,153.55	3,153.55
11730	8/23/2023	54275	DESERT HOSE AND SUPPLY		7/27/2023	3/8 NYLON AIR BRAKE TUBIN	65.86	
				28221	7/27/2023	1/4 NYLON AIR BRAKE TUBIN	132.06	197.92

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Bank	: wfb WEI	LS FARGO	D BANK (Continued	)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117302	8/23/2023	53007	DESERT PROMOTIONAL &	94272	7/17/2023	T-SHIRTS W/ SCREENPRINT	717.75	
				94504	7/31/2023	POLOS+SHIRTS W/ EMBROID	593.78	
				94586	8/3/2023	POLOS W/ EMBROIDERY	56.55	
				94629	8/7/2023	POLOS+SWEATSHIRT W/ EM	306.68	1,674.76
117303	8/23/2023	42442	DIRECTV	018084532X230	7/26/2023	7/25-8/24 BUSINESS ENT PAC	173.52	173.52
117304	8/23/2023	14860	E. K. WOOD LUMBER COMPA	1511565	8/2/2023	SUPER TAPE/DISPENSER	46.10	46.10
117305	8/23/2023	52568	EGAN CIVIL, INC.	22026	8/7/2023	PE7/27 PUEBLO VIEJO TRAN:	235.00	235.00
117306	8/23/2023	15750	FEDEX	8-213-82148	8/4/2023	AUG2023 FEDEX SVCS	14.99	14.99
117307	8/23/2023	51604	FRONTIER	BD 8/1/23	8/1/2023	AC 760-188-0055-061323-5, 8/	4,089.35	4,089.35
117308	8/23/2023	55306	GARCIA, CELIA	Refund	8/14/2023	DEPOSIT REFUND- 8/12 COM	300.00	300.00
117309	8/23/2023	51494	GARDA CL WEST, INC.	20576102	7/31/2023	JULY2023 EXCESS PREMISE	38.03	
				10748673	8/1/2023	AUG2023 ARMORED TRANSF	1,143.80	
				10748679	8/1/2023	AUG2023 CASHLINK MAINTEI	1,424.21	
				20576092	7/31/2023	JULY2023 EXCESS LIABILITY/	565.28	3,171.32
117310	8/23/2023	20450	IMPERIAL IRRIGATION DISTR	150035755-JL23	8/2/2023	AC50035755, 6/29-7/28, PUMP	13,054.04	
				50371785-JL23		AC50371785, 6/29-7/28, LIFT §	809.90	
				50408460-JL23	8/2/2023	AC50408460, 6/29-7/28, WELL	16,123.03	
				50434217-JL23		AC50434217, 6/29-7/28	47.43	
				50035560-JL23		AC50035560, 6/29-7/28, ST LIC	23,789.73	
				50035836-JL23		AC50035836, 7/4-8/2, WELL #1	108.67	
				50217597-JL23		AC50217597, 7/4-8/2	49.26	
				50487676-JL23		AC50487676, 7/4-8/2, LIFT ST/	15.23	
				50509172-JL23		AC50509172, 7/4-8/2, CORP Y	4,191.80	
				50705542-JL23		AC50705542, 7/4-8/2, PERMIT	3,518.54	
				50705544-JL23	8/7/2023	AC50705544, 7/4-8/2, PERMIT	180.59	
				50387122-JL23		AC50387122, 7/4-8/2, SEWER	39,184.18	
				50459795-JL23		AC50459795, 6/29-7/28	51.26	
				50459796-JL23		AC50459796, 6/29-7/28	58.28	
				50459819-JL23		AC50459819, 6/29-7/28	38.71	
				50522793-JL23	8/2/2023	AC50522793, 6/29-7/28, SCAD	30.68	101,251.33

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Bank: wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117311	8/23/2023	45108	IMPERIAL SPRINKLER SUPPL	0012010793-001	7/31/2023	UNDERHILL 3/4" PROLINE HC	62.14	
				0011782566-001		RB 8005 ROTOR PC/FC, ETC	948.58	
				0011796883-002	7/17/2023	GOWAN SEDGEHAMMER TUI	308.12	
				0011797442-001		CORONA 3 IN 1 VALVE KEY 60	73.97	
				0011908086-001	7/24/2023	ALLIANCE WELL LIGHT CC SI	172.16	
				0011865723-001	7/20/2023	KING UTILITY PUMP W/ HOSE	167.63	1,732.60
117312	8/23/2023	53801	INFOSEND, INC.	244179	7/31/2023	JULY2023 UTILITY BILLING S\	2,424.43	2,424.43
117313	8/23/2023	50159	IWORQ SYSTEMS	201052	8/1/2023	SP2023-AG2024 INTERNET SI	9,983.00	9,983.00
117314	8/23/2023	42444	JERNIGANS SPORTING GOO	[Sta 8/1/23	8/1/2023	JULY2023 EMPLOYEE WORK	3,429.78	3,429.78
117315	8/23/2023	52738	JNS MEDIA SPECIALISTS	10843	8/2/2023	ART WALK BROCHURE REDE	2,250.00	2,250.00
117316	8/23/2023	53151	KLOB-FM	706985-1	7/30/2023	7/20-27 AD SPOT: BAGDOUM,	500.00	500.00
117317	8/23/2023	47328	KONICA MINOLTA	42854225	7/26/2023	BIZHUB C454E, 1515 6TH ST,	212.07	212.07
117318	8/23/2023	44767	KUNA FM	655185-1	7/31/2023	7/20-27 AD SPOT: BAGDOUM,	500.00	500.00
117319	8/23/2023	54911	LA QUINTA POOL & SPA SERV	/176357	8/9/2023	JULY2023 FOUNTAIN MAINT 5	700.00	700.00
117320	8/23/2023	45051	LAMAR OF PALM SPRINGS	115064473	8/7/2023	8/7-9/3 ROTARY POSTER ADV	600.00	
				115064475	8/7/2023	8/7-9/3 POSTER ADVERTISING	1,236.00	1,836.00
117321	8/23/2023	45257	LIEBERT CASSIDY WHITMOR	1247185	7/31/2023	PE7/31: #CO015-00009	1,066.50	1,066.50
117322	8/23/2023	54362	LINDE GAS & EQUIPMENT IN	(37210053	7/22/2023	IND HIGH PRESSURE<100CF	38.68	38.68
	8/23/2023		MARTIN MARIETTA MATERIAL	_39794536	7/26/2023	1/2" GB T3C3 PG70-10	533.15	533.15
117324	8/23/2023	47192	O'REILLY AUTO PARTS	2855-178176	7/19/2023	WIPER BLADE	32.52	
				2855-178526	7/20/2023	OEX BRK PADS & OIL FILTER	68.25	
				2855-178548	7/20/2023	DISC PAD SET	40.49	
				2855-180163	7/25/2023	MOTOR ASMBLY & CABIN FIL	111.53	
				2855-183147	8/3/2023	OIL FILTER	10.29	263.08
	8/23/2023		ORFANO, VINCENT	PD 8/26-30	7/18/2023	PD 8/26-30, APWA EXPO: SAN	333.00	333.00
	8/23/2023	49099	OTIS ELEVATOR COMPANY	100401243455	7/17/2023	AG-JA2024 MAINT SVCS: COF	1,810.98	1,810.98
	8/23/2023		PALMS TO PINES PRINTING A			320Z MOOD WATER BOTTLE	2,892.59	2,892.59
117328	8/23/2023	54812	PAX FITNESS REPAIR, LLC	2124	8/7/2023	AUG2023 PREVENTATIVE MA	225.00	225.00

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**SPARKLETTS** 

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Bank: wfb WELLS FARGO BANK (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** PETE'S ROAD SERVICE, INC. 23-0686370-00 7/18/2023 FLAT REPAIR 37.61 117329 8/23/2023 02028 23-0686388-00 7/18/2023 FLAT REPAIR 37.61 23-0686718-00 7/19/2023 FLAT REPAIR 37.61 23-0688210-00 7/26/2023 FLAT REPAIR 37.61 7/26/2023 FLAT REPAIR 23-0688539-00 37.61 23-0689042-00 7/28/2023 139.00 SVC CALL: RPLC'D TIRE 23-0689432-00 7/31/2023 MOUNT/BALANCE NEW TIRE 480.79 23-0690039-00 8/1/2023 MOUNT/BALANCE NEW TIRE 244.39 1,052.23 117330 8/23/2023 52596 PLANIT PRINT WORKS 925106 8/8/2023 SCANNED FILES/PLANS & FL. 2.012.36 924689 7/21/2023 PLANS- VISTA ESCONDIDA 22.15 924690 7/21/2023 PLANS- PLAZA DEL SOL & PU 12.65 2.047.16 **DEPOSIT REFUND-8/3 LIBRA** 117331 8/23/2023 55324 PLANNED PARENTHOOD PACRefund 8/10/2023 300.00 300.00 117332 8/23/2023 52344 QUADIENT FINANCE USA, INCCD 8/13/23 8/13/2023 JULY2023 POSTAGE BY PHOI 1,045.32 1.045.32 117333 8/23/2023 52306 QUINN COMPANY PCA30023985 7/21/2023 OIL/COOLANT SAMPLE 105.00 25573301 7/24/2023 7/19-24 SKID STEER & 24" CC 3,772.37 3.877.37 117334 8/23/2023 44510 RAIMI & ASSOCIATES, INC. 23-5911 8/15/2023 JULY2023 GENERAL PLAN AN 849.75 849.75 117335 8/23/2023 51869 RI 2302 CWA 7/24/2023 TRBLSHT HIGH ZONE VFD @ REIGN INDUSTRIES INC. 1,800.00 1,800.00 117336 8/23/2023 54500 **RELIABLE TRANSLATIONS CC25424** 7/18/2023 7/18 PARK & REC MTG SVCS 147.00 7/26/2023 7/26 CC MTG SVCS 1,029.00 25490 25546 8/5/2023 8/5 DOCUMENT TRANSLATIO 75.00 1,251.00 117337 8/23/2023 52995 RM BROADCASTING, LLC CC-1230727810 7/31/2023 7/18-20 AD SPOT: COACHELL 500.00 500.00 117338 8/23/2023 52991 S & D CAR WASH MANAGEMEARB167302 7/31/2023 JULY2023 CAR WASH SERVIC 349.50 349.50 117339 8/23/2023 47193 5608632124 7/24/2023 CARD MULTI/HYDRO AC POW SIEMENS INDUSTRY, INC. 652.50 652.50 8/14/2023 CLASS B DRIVER TRAINING: 117340 8/23/2023 55326 SILLERS INSTITUTE INC. 1068 4,000.00 4.000.00 117341 8/23/2023 35450 **SOCALGAS** 1515 6th-JL23 7/26/2023 AC 031 523 3700 6, 6/22-7/24 22.41 1500 6th-JL23 7/26/2023 AC 020 678 1257 4, 6/22-7/24 16.57 1540 7th-JL23 7/26/2023 AC 008 423 3900 4, 6/22-7/24 87.13 84626Bag-JL23 7/26/2023 AC 153 323 6215 9, 6/22-7/24 17.44 87075Av54-JL23 7/26/2023 AC 123 573 5834 5, 6/22-7/24 65.64 BagPool-JL23 7/26/2023 AC 069 323 6500 7, 6/22-7/24 15.78 224.97 SOUTHWEST PROTECTIVE SI11688 8/1/2023 117342 8/23/2023 54620 JULY2023 SECURITY SVCS @ 3,984.00 11689 8/1/2023 JULY2023 PATROL SVCS @ LI 5,342.40 11691 8/1/2023 JULY2023 PATROL SVCS @ B 7,479.36 11690 8/1/2023 JULY2023 SECURITY SVCS @ 6,847.50 23.653.26

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9467308 072423 7/24/2023 JUNE-JULY2023 WATER @ S/

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Bank	: wfb WEI	LLS FARGO	BANK (Continued	)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117344	8/23/2023	52595	STAPLES BUSINESS CREDIT	7611867512-0-1	7/17/2023	PEN VBALL ROLLERBALL, GL	50.92	
				7901780542-0-1	7/3/2023	AVERY EXLG FILE FOLDER, §	54.21	
				7902662580-0-1	7/27/2023	HEAVY DUTY VIEW BINDER 5	133.76	
				7611909207-0-1	7/17/2023	SPLS REC COPY CS, ETC	243.90	
				7902505212-0-1	7/25/2023	ENERGEL RTX RT RB MED AS	68.59	551.38
117345	8/23/2023	00582	STATE WATER RESOURCES	(Exam App-EB	7/27/2023	GRD V RE-EXAM APP: E. BEL'	295.00	295.00
117346	8/23/2023	38250	TOPS N BARRICADES	1101402	7/26/2023	MESH CLASS III LIME LG, ET(	40.29	40.29
117347	8/23/2023	55139	TORRES COMMERCIAL PLUM	11310	7/21/2023	INSTLL'D 2-1/2" WTR REGUL/	2,200.00	
				1315	7/26/2023	2-1/2" REGULATOR, SCH80 U	4,000.00	6,200.00
117348	8/23/2023	55304	TRENCH SHORING COMPAN'	YSI20003540	7/19/2023	TRENCH TOP 6'X8' TREATED	5,065.38	5,065.38
117349	8/23/2023	38800	UNDERGROUND SERVICE AL	23-240121	8/1/2023	CA STATE FEE FOR REGULAT	41.41	
				720230116	8/1/2023	JULY2023- 60 NEW TICKETS+	115.00	156.41
117350	8/23/2023	54354	US FLEET TRACKING	445882	6/9/2023	JULY2023-JUNE2024 ANNUAL	1,917.60	1,917.60
117351	8/23/2023	44966	VERIZON WIRELESS	9940912441	8/1/2023	AC371867190-00002, 7/2-8/1	282.13	282.13
117352	8/23/2023	44775	VISTA PAINT CORPORATION	2023-106097-00	8/3/2023	NITRILE GLOVES & COVERAL	204.09	204.09
117353	8/23/2023	01732	WAXIE SANITARY SUPPLY	81856288	7/21/2023	ROUND BRUTE DOLLY, ETC	191.01	191.01
117354	8/23/2023	55325	ZAMORA, ADOLFO	Refund	8/14/2023	DEPOSIT REFUND- 8/12 LIBR	300.00	300.00
117355	8/23/2023	42100	ZUMAR INDUSTRIES INC	43854	7/18/2023	SPECIAL ROUTER CUT	1,173.70	
				7993	7/24/2023	OM1-3	748.34	1,922.04
						Sub total for WELLS	FARGO BANK:	782,860.97

109 checks in this report.

**Grand Total All Checks:** 

1,021,241.31

Date: <u>August 23, 2023</u>

Interim Finance Director: William B. Pattison

Item 21.

apChkLst 08/28/2023 10:50:30AM

# Check List City of Coachella

Page: 1

Bank:	ewfb	EFT	FOR	WELLS	FARGO	BANK -	

Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1542 7/1	2/2023	48066	US BANK	Sta 6/26/23	6/26/2023	ACC XXXX-XXXX-XXXX-0925,	20,337.55	20,337.55
					ΓFC	R WELLS FARGO BANK -SEPA	RATE CHECK:	20,337.55

1 checks in this report.

**Grand Total All Checks:** 

20,337.55

Date: July 12, 2023

Interim Finance Director: William B. Pattison

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apChkLst 08/29/2023 8:05:03AM

# Check List City of Coachella

Bank: ewfb EFT FOR WELLS FARGO BANK -

Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1543 8/29/2023	54432	US BANK N.A.	08-2023 2016A	8/29/2023	COACHELLA RDA SER 2016A	928,976.16	
			08-2023 2014	8/29/2023	RDA SUBORDINATE TAX ALLO	576,478.37	
			08-2023 2016B	8/29/2023	COACHELLA RDA SER 2016B	572,768.75	
			08-2023 2013	8/29/2023	RDA SUBORDINATE TAX ALL(	361,593.90	2,439,817.18
				ΓF	OR WELLS FARGO BANK -SEPA	ARATE CHECK:	2.439.817.18

Check List City of Coachella Page Item 21.

08/29/2023 8:05:03AM

1 checks in this report.

**Grand Total All Checks:** 

2,439,817.18

Date: August 29, 2023

Interim Finance Director: William B. Pattison

Item 21.

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apChkLst 09/05/2023 9:04:34AM

Check List City of Coachella

Bank: ewfb EFT FOR WELLS FARGO BANK -									
Check #	Date	Vendor	Invoic	e Inv Date	Description	Amount Paid	Check Total		
1544	9/1/2023	51949	THE H.N. & FRANCES C. BER(82	9/1/2023	SEP2023- CIVIC CENTER LOF	8,876.26	8,876.26		
				ГГ	OR WELLS FARGO BANK -SEPA	RATE CHECK:	8,876.26		

1 checks in this report.

**Grand Total All Checks:** 

8,876.26

Date: September 1, 2023

Interim Finance Director: William B. Pattison

Item 21.

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apChkLst 08/31/2023 2:58:54PM

Check List City of Coachella

Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117356	8/31/2023	55329	GOMEZ CASTRO, JORGE ALBMural	8/31/2023	CIUDADES HERMANAS MURA	12,500.00	12,500.00

Sub total for WELLS FARGO BANK: 12,500.00

1 checks in this report.

**Grand Total All Checks:** 

12,500.00

Date: August 31, 2023

Interim Finance Director: William B. Pattison

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# Check List City of Coachella

apChkLst 09/05/2023 10:35:58AM

Bank: wfb WELLS FARGO BANK

Dank	Built . WID WELLO I AROO DAM!									
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total		
117357	9/13/2023	55335	ACEVES, ELIANA	Ref000237363	9/5/2023	UB Refund Cst #00053780	50.98	50.98		
117358	9/13/2023	55311	AVILES, VERONICA	Ref000236992	8/17/2023	UB Refund Cst #00055304	87.85	87.85		
117359	9/13/2023	55295	BRECKENRIDGE PROPERTY	IRef000237000	8/17/2023	UB Refund Cst #00056049	96.46	96.46		
117360	9/13/2023	55309	CAZAREZ, ZOILA	Ref000236987	8/17/2023	UB Refund Cst #00031509	37.03	37.03		
117361	9/13/2023	55331	CITY OF COACHELLA	Ref000237359	9/5/2023	UB Refund Cst #00039105	98.87	98.87		
117362	9/13/2023	55351	COACHELLA LAKES RV RESC	Ref000237380	9/5/2023	UB Refund Cst #00057070	782.83	782.83		
117363	9/13/2023	55302	DELGADO, ROBERTO	Ref000236988	8/17/2023	UB Refund Cst #00045230	18.24	18.24		
117364	9/13/2023	55296	DR HORTON	Ref000237001	8/17/2023	UB Refund Cst #00056240	40.60	40.60		
117365	9/13/2023	55301	DR HORTON	Ref000237009	8/17/2023	UB Refund Cst #00056672	63.14	63.14		
117366	9/13/2023	55316	DR HORTON	Ref000237003	8/17/2023	UB Refund Cst #00056654	66.75	66.75		
117367	9/13/2023	55317	DR HORTON	Ref000237004	8/17/2023	UB Refund Cst #00056656	55.03	55.03		
117368	9/13/2023	55318	DR HORTON	Ref000237005	8/17/2023	UB Refund Cst #00056659	70.09	70.09		
117369	9/13/2023	55319	DR HORTON	Ref000237006	8/17/2023	UB Refund Cst #00056662	58.98	58.98		
117370	9/13/2023	55320	DR HORTON	Ref000237007	8/17/2023	UB Refund Cst #00056668	50.69	50.69		
117371	9/13/2023	55321	DR HORTON	Ref000237008	8/17/2023	UB Refund Cst #00056671	8.44	8.44		
117372	9/13/2023	55346	DR HORTON	Ref000237374	9/5/2023	UB Refund Cst #00056661	55.65	55.65		
117373	9/13/2023	55347	DR HORTON	Ref000237375	9/5/2023	UB Refund Cst #00056674	22.57	22.57		
117374	9/13/2023	55322	FINANCIAL PROPERTY SOLU	Ref000237010	8/17/2023	UB Refund Cst #00056743	91.24			
				Ref000237376	9/5/2023	UB Refund Cst #00056743	1.93	93.17		
117375	9/13/2023	55323	GARCIA, BERTHA	Ref000237011	8/17/2023	UB Refund Cst #00056967	846.87	846.87		
	9/13/2023		GOTTLIEB, ABRAHAM	Ref000236999	8/17/2023	UB Refund Cst #00055750	51.05	51.05		
	9/13/2023		HO, CHIA HSIANG	Ref000237373	9/5/2023	UB Refund Cst #00056498	89.82	89.82		
117378	9/13/2023	55348	JACQUEZ, ERIC	Ref000237377	9/5/2023	UB Refund Cst #00056792	76.27	76.27		
	9/13/2023		JOHNSON, RICHARD	Ref000237378	9/5/2023	UB Refund Cst #00056906	52.43	52.43		
	9/13/2023		LAMAR CENTRAL OUTDOOR	Ref000237364	9/5/2023	UB Refund Cst #00055005	896.82	896.82		
	9/13/2023		LOPEZ, JESSICA	Ref000237372	9/5/2023	UB Refund Cst #00055958	55.39	55.39		
	9/13/2023		MARMOLEJO, LUCIO	Ref000237361	9/5/2023	UB Refund Cst #00053294	86.03	86.03		
	9/13/2023		MARTINEZ, MARITZA	Ref000237362	9/5/2023	UB Refund Cst #00053298	65.38	65.38		
	9/13/2023		ORCHARD VILLAS APTS	Ref000236985	8/17/2023	UB Refund Cst #00002085	85.05	85.05		
	9/13/2023		PRECIADO REYES, GABRIELA	ARef000237379	9/5/2023	UB Refund Cst #00056941	69.97	69.97		
	9/13/2023		PULTE GROUP INC	Ref000236991	8/17/2023	UB Refund Cst #00055276	68.34	68.34		
	9/13/2023		PULTE GROUP INC	Ref000236993	8/17/2023	UB Refund Cst #00055374	46.44	46.44		
	9/13/2023		PULTE GROUP INC	Ref000236994	8/17/2023	UB Refund Cst #00055410	15.36	15.36		
117389	9/13/2023	55312	PULTE GROUP INC	Ref000236995	8/17/2023	UB Refund Cst #00055420	76.39	76.39		

Check List City of Coachella Page Item 21.

Bank	: wfb WEI	LS FARGO	BANK (Continued	4)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117390	9/13/2023	55337	PULTE GROUP INC	Ref000237365	9/5/2023	UB Refund Cst #00055386	1,779.31	1,779.31
117391	9/13/2023	55338	PULTE GROUP INC	Ref000237366	9/5/2023	UB Refund Cst #00055394	25.74	25.74
117392	9/13/2023	55293	PULTE HOMES CO LLC	Ref000236997	8/17/2023	UB Refund Cst #00055600	52.74	52.74
117393	9/13/2023	55313	PULTE HOMES CO LLC	Ref000236996	8/17/2023	UB Refund Cst #00055486	140.57	140.57
117394	9/13/2023	55339	PULTE HOMES CO LLC	Ref000237367	9/5/2023	UB Refund Cst #00055426	197.07	197.07
117395	9/13/2023	55340	PULTE HOMES CO LLC	Ref000237368	9/5/2023	UB Refund Cst #00055479	189.68	189.68
117396	9/13/2023	55341	PULTE HOMES CO LLC	Ref000237369	9/5/2023	UB Refund Cst #00055485	129.26	129.26
117397	9/13/2023	55342	PULTE HOMES CO LLC	Ref000237370	9/5/2023	UB Refund Cst #00055601	65.63	65.63
117398	9/13/2023	55343	PULTE HOMES CO LLC	Ref000237371	9/5/2023	UB Refund Cst #00055605	33.76	33.76
117399	9/13/2023	55308	REYES, GABRIELA PRECIADO	CRef000236986	8/17/2023	UB Refund Cst #00019104	34.08	34.08
117400	9/13/2023	55332	ROSALES, NATALIE	Ref000237360	9/5/2023	UB Refund Cst #00046786	14.92	14.92
117401	9/13/2023	55310	SALAZAR, ANTHONY	Ref000236990	8/17/2023	UB Refund Cst #00053530	89.51	89.51
117402	9/13/2023	55298	THREE PEAKS CORP	Ref000237002	8/17/2023	UB Refund Cst #00056371	160.66	160.66
117403	9/13/2023	54536	TODEC LEGAL CENTER	Ref000236989	8/17/2023	UB Refund Cst #00047254	477.24	477.24
117404	9/13/2023	55314	ZENDEJAS, MARCOS	Ref000236998	8/17/2023	UB Refund Cst #00055736	135.59	135.59
						Sub total for WELLS	FARGO BANK:	7,864.74

48 checks in this report.

**Grand Total All Checks:** 

7,864.74

Date: September 13, 2023

Interim Finance Director: William B. Pattison

Item 21.

apChkLst

09/06/2023 7:54:55AM

# Check List City of Coachella

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Bank:	ewfb EFT	FOR	<b>WELLS</b>	<b>FARGO</b>	BANK -
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1545	9/13/2023	31705	RIVERSIDE COUNTY FIRE DE 235099	8/28/2023	FY22/23- 4TH QTR FIRE PRO	873,537.16	873,537.16

Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 873,537.16

09/06/2023 7:54:55AM

# Check List City of Coachella

Page Item 21.

Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117405	9/13/2023	09650	CVAG	CV23302-23	8/14/2023	FY22/23 AV48 WIDENING (VAI	21,857.81	
				CV23311-23	9/5/2023	4TH QTR- FY22/23 (AP-JN) AE	10,545.21	
				CV23304-23	8/14/2023	JA-MY2023 AV48 WIDENING (	3,413.99	35,817.01
117406	9/13/2023	02024	POSITIVE PROMOTIONS, INC	0.28810865	6/13/2023	PKT PAL: DANGER OF VAPING	1,092.70	1,092.70
117407	9/13/2023	44510	RAIMI & ASSOCIATES, INC.	23-5761	5/19/2023	APR2023 GENERAL PLAN AM	2,224.80	2,224.80
117408	9/13/2023	52595	STAPLES BUSINESS CREDIT	7608970723-0-2	6/22/2023	VERT COLOR FRAME HOLDE	31.96	31.96
						Sub total for WELLS	FARGO BANK:	39,166.47

5 checks in this report.

**Grand Total All Checks:** 

912,703.63

Date: September 13, 2023

Interim Finance Director: William B. Pattison

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apChkLst 09/06/2023 9:10:30AM

# Check List City of Coachella

Bank: ewfb EFT FOR WELLS FARGO BANK -

Dalik	. ewib Li	I I OK WEL	LES I ANGO BANK -					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	<b>Check Total</b>
1546	9/13/2023	54859	AMAZON CAPITAL SERVICES,	1PXT-44KG-T9N	8/26/2023	SPRINGPOST BINDERS	130.28	
				17DW-WMJC-J.	8/16/2023	SPRINGPOST BINDER	28.22	
				1CMP-9RHD-Qk	8/22/2023	SLIMRUN CAT6A ETHERNET	76.40	
				1PDC-VMPF-6L(	8/28/2023	TRIPLE MONITOR STAND, ET	358.71	
				1RGV-DM7V-1J'	8/22/2023	12G-SDI OPTICAL TRANSCEI	1,218.00	
				16NC-G1DG-D1	8/24/2023	1/4" TRS TO TRS MALE INTEF	182.84	
				16VY-PKMP-RP	8/17/2023	LG GRAM 17Z90Q ULTRA LIG	1,150.00	
				116P-QRCJ-MF(	8/21/2023	16 PORT GIGABIT ETHERNE1	417.57	
				134W-XFXC-4W	8/23/2023	BLACKMAGIC DESIGN MINI C	424.38	
				139M-4DKM-NF	8/22/2023	ANKER IPHONE FAST CHARC	211.66	
				144F-W1FM-343	8/22/2023	LG ULTRAGEAR QHD 27IN G/	830.58	
				199K-LQ6H-P46	8/25/2023	BLACKMAGIC DESIGN VIDEO	212.08	5,240.72
1547	9/13/2023	49989	ANDREAS LLC	86872	8/25/2023	#10 SECURITY TINT WINDOV	2,292.21	2,292.21
1548	9/13/2023	53291	ANGENIOUS ENGINEERING	19-07A-033	7/31/2023	PE7/31 AVE 50 BRIDGE	78,245.65	
				19-07B-029		PE7/31 SR-86/AVE50 INTERCI	1,273.40	79,519.05
	9/13/2023		ATLAS TECHNICAL	5164		PE7/28 MATERIAL TSTNG @ I	7,680.75	7,680.75
	9/13/2023		BRENNTAG PACIFIC, INC	BPI364347		APPLIED CREDIT INV #BPI364	4,892.45	4,892.45
	9/13/2023		CV PIPELINE CORP.	S3204	8/10/2023		4,250.00	4,250.00
	9/13/2023		DESERT VALLEY SERVICES II	N610984	8/8/2023	NITRILE GLOVES	112.89	112.89
1553	9/13/2023	44713	FARMER BROTHERS CO.	95673907	7/31/2023	COFFEE, CREAMER, SWEET	445.04	
				95673976	8/14/2023		515.00	
				95674044		COFFEE & CREAMER	713.03	
				95674046		COFFEE, CREAMER, SLEEVE	826.57	2,499.64
	9/13/2023		GOVOS, INC.	INV-2634		AUG2023-MAR2024 SBSCRP1	291.67	291.67
	9/13/2023		GRAINGER INC	9799480281	8/9/2023	CHAIN WRENCH	58.60	58.60
1556	9/13/2023	51892	HERC RENTALS, INC.	33904730-002	8/3/2023	7/28-8/2 SCISSOR LIFT RNTL	664.14	
				33904741-001	8/8/2023	7/27-8/2 LIGHT TOWER RNTL	507.37	
				33904742-001	8/8/2023	7/27-8/2 TELEHANDLER RNTL	1,753.21	2,924.72
1557	9/13/2023	00996	HOME DEPOT	2010466	8/18/2023	SAND BAGS	598.13	
				0171945	8/10/2023	LADERA 4" 1HDL BATH FAUCI	132.61	730.74
1558	9/13/2023	48436	UNIVAR SOLUTIONS USA INC		8/3/2023	SODIUM HYPOCHLORITE	653.75	
				51366092	8/3/2023	SODIUM HYPOCHLORITE	772.61	
				51366093	8/3/2023	SODIUM HYPOCHLORITE	9,837.37	11,263.73

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09/06/2023 9:10:30AM

# Check List City of Coachella

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1559	9/13/2023	51697	WESTERN WATER WORK	S SI1407352-00	8/7/2023	POLYMER READ LID "WATER	184.22	
				1407240-00	7/31/2023	FULL CIRCLE REDI-CLAMP 1.	2,043.63	
				1407300-00	8/3/2023	APPLIED CREDIT INV #14073	487.22	2,715.07
1560	9/13/2023	54272	WILLDAN	002-29524	8/7/2023	JULY2023- BLDG AND SAFET`	6,155.00	6,155.00
					ΓFO	OR WELLS FARGO BANK -SEPA	ARATE CHECK:	130,627.24

09/06/2023 9:10:30AM

Check List City of Coachella Page Item 21.

Bank: wfb WELLS FARGO BANK

Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117409 9/13/2023	48977	ADT COMMERCIAL	151544636	8/1/2023	SP-NV2023 ALARM/EXT SVC	229.65	
			151544637	8/1/2023	SP-NV2023 ALARM/EXT SVC	271.94	
		*	151544638	8/1/2023	SEP2023 ALARM/EXT SVC PL	1,297.26	
			151544639	8/1/2023	SP-NV2023 ALARM/EXT SVC	560.94	
			151544654	8/1/2023	SP-NV2023 ALARM/ESUITE/C	241.82	
			151544655	8/1/2023	SP-NV2023 EQUIP LSE/EXT S	501.05	
			151544656	8/1/2023	SP-NV2023 EQUIP LSE/EXT S	1,632.55	
			151544640	8/1/2023	SP-NV2023 FIRE, 87101 AVE §	176.15	
			151544641	8/1/2023	SP-NV2023 ALARM, 87101 AV	110.10	
			151544642	8/1/2023	SP-NV2023 EQUIP LSE/EXT S	301.85	
			151544645	8/1/2023	SP-NV2023 FIRE, COMMUNIT	281.01	
			151544646	8/1/2023	SEP2023 CELL/EXT SVC PLN,	142.47	
			151544647	8/1/2023	SP-NV2023 ALARM/EXT SVC	243.71	
			151544648	8/1/2023	SP-NV2023 ALARM/EXT SVC	255.56	
			151544649	8/1/2023	SP-NV2023 ALARM/EXT SVC	233.22	
			151544650	8/1/2023	SP-NV2023 ALARM/EXT SVC	247.79	
			151544651	8/1/2023	SP-NV2023 ALARM/EXT SVC	233.22	
			151544652	8/1/2023	SP-NV2023 ALARM/PRIME CE	238.80	
			151544653	8/1/2023	SP-NV2023 ALARM, BGDMA S	172.93	
			151544643	8/1/2023	SP-NV2023 ALARM/EXT SVC	234.00	
			151544644	8/1/2023	SP-NV2023 FIRE/EXT SVC PL	300.00	7,906.02
117410 9/13/2023	46835	AIR AND HOSE SOURCE, INC.	.517063	7/27/2023	1/4" DOT NYLON TUBING	41.33	41.33
117411 9/13/2023	53621	ALL THE RIGHT CONNECTION	7330	8/22/2023	WE 8/20: FELIX+RAMIREZ	2,879.60	
			7331	8/22/2023	WE 8/20: CHAVEZ-DELGADO+	5,072.52	
			7354	8/29/2023	WE 8/27: CHAVEZ-DELGADO+	4,471.20	12,423.32
117412 9/13/2023	02200	AMERICAN WATER WORKS	7002136290	7/25/2023	MBRSHP RNWL #00640425- N	2,428.00	2,428.00
117413 9/13/2023	53039	AT&T	473762	8/4/2023	7/20-8/3 LEA TRACKING (CAS	600.00	600.00
117414 9/13/2023	55265	BELTRAN, EDGAR	Trvl Exp 8/7-11	8/28/2023	TRVL EXP 8/7-11, TRI-STATE \$	712.08	712.08
117415 9/13/2023	54517	BLACK KNIGHT TECHNOLOG	110292103	8/15/2023	JULY2023 SITXPRO SBSCRP	250.18	250.18
117416 9/13/2023	50977	BRISAS AIR CONDITIONING II	11977	8/15/2023	INSTLL'D 5-TON COMMERCIA	17,975.00	17,975.00
117417 9/13/2023	01684	C.V. ECONOMIC PARTNERSH	3710	8/7/2023	2023 ECONOMIC SUMMIT SP	3,000.00	3,000.00
117418 9/13/2023	02048	CDW GOVERNMENT, INC.	LJ75679	8/16/2023	LOGITECH WRLS COMBO Mr	241.63	
			LL36413	8/21/2023	VIEWSONIC 27IN QHD LED M	1,085.39	1,327.02
117419 9/13/2023	07950	CITY OF COACHELLA	July 2023	7/31/2023	JULY2023 WATER- ST, PARKS	66,496.93	
			July 2023-LLD's	7/31/2023	JULY2023 WATER- LLD'S	21,930.42	88,427.35

09/06/2023 9:10:30AM

## Check List City of Coachella

age Item 21.

(Continued) Bank: wfb WELLS FARGO BANK Check # Date Invoice Inv Date Description **Amount Paid Check Total** Vendor 117420 9/13/2023 53220 COACHELLA ACE HARDWARE5787/1 7/31/2023 MULTI SRFC SPRY & KITCHE 14.65 5806/1 8/3/2023 MULTI-PURPOSE CLEANER. I 19.72 5810/1 8/3/2023 COUPLE 3/4" SXS SCH40 3.23 8/4/2023 2000 FLUSHES CLNR 66.17 5811/1 5812/1 8/4/2023 FOLD BUFT TABLE WHT 72" 108.74 5816/1 8/7/2023 GEL KNEE PADS, ACE BETTE 75.62 5818/1 8/8/2023 WD SCREW 10X4" & GORILLA 26.08 5823/1 8/9/2023 1/2" STR LQD-TIGHT CONN, E 151.39 5825/1 8/9/2023 RND CVR W/ ONE 1/2" H GRY 8.24 5829/1 8/9/2023 STUD SENSOR 165 ONESTEP 40.22 5841/1 8/14/2023 KEYKRAFTER #68 BRASS KE 8.68 5798/1 8/2/2023 50FT EXTENSION CORD. ETC 123.00 5802/1 8/2/2023 **KEYKRAFTER #111 BRASS** 21.70 667.44 117421 9/13/2023 44959 COMPUTER CONSULTANTS, 137089 8/30/2023 SP2023-AG2024 RECOVERY I 6.120.00 6,120.00 117422 9/13/2023 54137 CONSERVE LANDCARE LLC 237182 7/31/2023 7/27 RPR'D IRRGTN @ DIST 1 183.09 237185 7/31/2023 7/26 RPR'D IRRGTN @ DIST 3 189.43 237187 7/31/2023 7/12 RPR'D IRRGTN @ DIST 1 263.50 237189 7/31/2023 7/12 RPR'D IRRGTN @ DIST 2 233.28 869.30 117423 9/13/2023 48603 **CV STRATEGIES** 7500 8/23/2023 **BRANDED EZ-UP** 2.981.24 7479 8/7/2023 JULY2023 STRATEGIC COMM 1.211.25 7480 8/7/2023 JULY2023 STRATEGIC COMM 2.260.00 7481 8/7/2023 JULY2023 STRATEGIC COMM 3.705.00 7482 8/7/2023 JULY2023 STRATEGIC COMM 3.540.40 13,697.89 117424 9/13/2023 50103 **D&H WATER SYSTEMS** 8/8/2023 **ACID** 12023-1117 509.32 509.32 7/27/2023 RAB TACB BLK TURTLE CVR 117425 9/13/2023 01089 DESERT ELECTRIC SUPPLY S3110089.001 67.43 S3110089.002 7/27/2023 RAB X34-16L-830/120 LT FX, E 159.67 227.10 117426 9/13/2023 54275 DESERT HOSE AND SUPPLY 28567 8/14/2023 2IN PVC SUCTION HOSE, ET( 258.39 258.39 117427 9/13/2023 48359 DESERT STEEL SUPPLY 24543 8/15/2023 3/4" SLIDE BOLT LRG. ETC 30.17 30.17 DEWEY PEST CONTROL INC. 16059325 8/1/2023 117428 9/13/2023 13700 AC103361, AUG2023, SENIOR 80.00 16064604 8/1/2023 AC1434611, AUG2023, DIST 3: 60.00 16064611 8/1/2023 AC1450610, AUG2023, DE OR 160.00 16072966 8/1/2023 AC2012536, AUG2023, 48400 1.200.00 16081356 8/1/2023 AC1281215, AUG2023, SIERR 301.00 16081357 8/1/2023 AC1281218, AUG2023, 51251 900.00 16072965 8/1/2023 AC2012540, AUG2023, 51301 1,200.00 3,901.00 Check List City of Coachella Page Item 21.

Bank: wfb WELLS FARGO BANK (Continued)

Dank	Dank: WID WELLS FARGO BANK (Continued)							
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117429	9/13/2023	53462	DURAN, JOSE ANGEL	Trvl Exp 8/7-11	8/28/2023	TRVL EXP 8/7-11, TRI-STATE :	712.08	
				Rntl Reimb	9/6/2023	8/29-30 FLATBED RNTL FROM	107.05	819.13
117430	9/13/2023	14700	E. S. BABCOCK & SONS, INC.	CH30575-0076D	8/10/2023	JULY2023 LAB SAMPLES FOR	4,019.35	
				CH30574-0076V	8/10/2023	JUNE-JULY2023 LAB SAMPLE	4,619.34	8,638.69
117431	9/13/2023	49635	EISENHOWER MEDICAL CEN	July 2023	8/10/2023	AC #700000133, JULY2023 SV	800.00	800.00
117432	9/13/2023	54515	ENCORE COMMERCIAL PROD	152519	8/11/2023	PADLOCK REMOVABLE BOLL	2,241.51	2,241.51
117433	9/13/2023	15750	FEDEX	8-228-05444	8/18/2023	AUG2023 FEDEX SVCS	16.34	16.34
117434	9/13/2023	44088	FERGUSON ENTERPRISES, II	2825783	8/9/2023	1-1/2 17GA P TRAP CP, ETC	144.82	144.82
117435	9/13/2023	54881	FERNANDEZ, ANAHI	PD 9/15-19	8/31/2023	PD 9/15-19, APA CONF: FRES	310.50	310.50
117436	9/13/2023	51494	GARDA CL WEST, INC.	10752192	9/1/2023	SEPT2023 CASHLINK MAINTE	1,432.36	
				10752177	9/1/2023	SEPT2023 ARMORED TRANS	1,152.80	2,585.16
117437	9/13/2023	44204	HUERTA, JR, ROBERTO	Trvl Exp 8/7-11	8/28/2023	TRVL EXP 8/7-11, TRI-STATE (	539.20	539.20
117438	9/13/2023	20150	HYDRO AG SYSTEMS	18261	8/7/2023	VICTOR PVC PIPE CUTTER, E	99.94	
				18276	8/7/2023	FLO CONT 2-1/2" SLIP FIX, ET	294.07	394.01
117439	9/13/2023	45108	IMPERIAL SPRINKLER SUPPL	0011713190-001	7/12/2023	IPS PVC CEMENT, ETC	30.34	
				0012054815-001	8/2/2023	KOMELON 10" DIA METERMA	60.54	
				0012236214-001		RB POTTED LATCHING SOLE	298.53	
				0012239806-001		KING UTILITY PUMP W/ HOSE	118.37	507.78
	9/13/2023		KOA CORPORATION	JB92071-36	8/22/2023	PE7/30 AVE 50 IMPROVEMEN	6,332.50	6,332.50
	9/13/2023		KONICA MINOLTA BUSINESS		8/13/2023	BIZHUB C454E, 1515 6TH ST,	353.78	353.78
	9/13/2023		LANELIGHT TRAFFIC	20240128	8/3/2023	CONTROL-BATTERY UNIT & §	386.39	386.39
	9/13/2023		LEAGUE OF CALIFORNIA CIT		7/26/2023	7/10 RIV CO DIVISION MTG: [	80.00	80.00
	9/13/2023		LISA WISE CONSULTING, INC		8/25/2023	JULY2023 HOUSING ELEMEN	10,792.50	10,792.50
	9/13/2023		MARCUS NETWORKING	58559	8/21/2023	SEP2023 NETWORK MONITO	420.00	420.00
	9/13/2023		MARTIN MARIETTA MATERIAL		7/12/2023	1/2" GB T3C3 PG70-10	508.15	508.15
	9/13/2023		MEREDITH & SIMPSON CONS		8/7/2023	7/20+27 ELECTRICAL SVC/RE	1,675.44	1,675.44
117448	9/13/2023	51579	METLIFE- GROUP BENEFITS		8/15/2023	SEP2023 DENTAL/VISION/LIFI	544.01	
				Sep2023	8/15/2023	SEP2023 DENTAL/VISION/LIFI	12,759.02	13,303.03
	9/13/2023		NAVARRO, JESSICA	Trvl Exp 8/16	8/23/2023	TRVL EXP 8/16, CACEO TRAII	71.43	71.43
	9/13/2023		PARTY TIME RENTALS	56	9/5/2023	9/17 SLIDES+MECHANICAL B	3,838.00	3,838.00
	9/13/2023		PLANIT PRINT WORKS	925328	8/17/2023	MAPS	8.00	8.00
	9/13/2023		PYRRHUS LLC	0917-2023-19	9/5/2023	9/17 EL GRITO CATERING	7,177.50	7,177.50
117453	9/13/2023	52306	QUINN COMPANY	25501601	8/3/2023	7/11-31 REACHLIFT & BUCKE	4,641.79	
				255016011	8/3/2023	DIESEL	64.68	4,706.47
117454	9/13/2023	44510	RAIMI & ASSOCIATES, INC.	23-5919	8/16/2023	JULY2023 ZONING CONSISTE	8,461.14	8,461.14

Bank: wfb WELLS FARGO BANK (Continued)

Bank: WID WELLS FARGO BANK (Continued)								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117455	9/13/2023	54500	RELIABLE TRANSLATIONS CO	25607	8/16/2023	8/16 DOCUMENT TRANSLATION	75.00	
				25667	8/23/2023	8/23 DOCUMENT TRANSLATION	75.00	
				25720	8/30/2023	8/30 DOCUMENT TRANSLATION	75.00	
				25661	8/23/2023	8/23 SPECIAL MTG SVCS	147.00	372.00
117456	9/13/2023	52365	RESORT PARKING SERVICES	9540	6/16/2023	9/17 SET-UP/SPRVSR/TRFC [	5,846.00	5,846.00
117457	9/13/2023	54737	RHYTHM TECH PRODUCTION	V1128	8/18/2023	9/16-18 SOUND/STAGE FOR E	32,799.81	32,799.81
117458	9/13/2023	54271	RIVERSIDE COUNTY OFFICE	2023-206	8/28/2023	10/25-27 ICSC (10X30 SPACE)	250.00	250.00
117459	9/13/2023	55266	RIVERSIDE ENGINEERING IN	(0823-1602	8/16/2023	AUG2023 MEP ENGINEERING	8,850.00	8,850.00
117460	9/13/2023	44161	ROBERT HALF	62433205	8/16/2023	WE 8/11: G. GRANILLO	451.56	-,
				62457995	8/22/2023	WE 8/18: G. GRANILLO	1,642.00	
				62463793	8/23/2023	WE 8/11: G. GRANILLO	-41.06	2,052.50
117461	9/13/2023	55229	RRM DESIGN GROUP	2939-01-0723	8/18/2023	JULY2023 DESIGN SVCS FOR	4,547.50	4,547.50
117462	9/13/2023	55272	SALAS, LAWRENCE Y.	Aug2023	8/29/2023	8/14+16 CITIZENSHIP CLASSI	290.00	,
				Aug2023	8/29/2023	8/21+23 CITIZENSHIP CLASSI	290.00	580.00
117463	9/13/2023	01830	SAM'S FENCE INC.	20620	8/7/2023	INSTLL'D 16'X6' DBL DRIVE G	3,275.00	3,275.00
117464	9/13/2023	44581	SIGNARAMA	INV-119272	8/22/2023	INSTLL'D MDO SIGN @ DIST :	715.16	715.16
117465	9/13/2023	52341	SIMPLIFY COMPLIANCE LLC	19599072	8/8/2023	2023/24 SBSCRPTN- SAFETY	1,795.00	1,795.00
117466	9/13/2023	52595	STAPLES BUSINESS CREDIT	7611136193-1-1	8/3/2023	SHARP EL1801V PRINTING C.	-75.19	,
				7612596956-0-1	8/4/2023	3-1/8X220FT BPA FREE THER	249.76	
				7613762613-0-1	8/23/2023	CLOROX WIPES 3, SPRAY DS	235.57	
				7612596956-0-2	8/4/2023	DEFLECTO CUBE-4 DRAWER	23.37	
				7613375561-0-1	8/16/2023	DURACELL ION RECHARGE /	94.79	
				7613766617-0-1	8/23/2023	HP 64XL BLK COMBO	68.08	
				7612302856-0-1	7/31/2023	PENDAFLEX FILE FOLDER	67.41	
				7612507976-0-1	8/8/2023	HON GUEST CHAIR	122.55	786.34
117467	9/13/2023	00582	STATE WATER RESOURCES	(Gr III Rnwl-EB	8/28/2023	GRD III CERT RNWL: E. BELT	110.00	110.00
117468	9/13/2023	54550	TBU INC.	49313	8/14/2023	8/11 WTR LEAK RPR @ CEDA	8,763.86	8,763.86
117469	9/13/2023	55220	TESCO CONTROLS, LLC	0080418-IN	8/9/2023	INSTLL'D PRESSURE TRANSI	3,415.00	3,415.00
117470	9/13/2023	54814	THE CLOWN FAMILY	840969	9/5/2023	9/17 FACE PAINTING, ETC @	1,400.00	1,400.00
117471	9/13/2023	38250	TOPS N BARRICADES	1101512	7/31/2023	PAINT YELLOW & WHITE RDF	1,995.56	
				1101653	8/9/2023	AIRPORT REFL GLASS BEAD	2,057.55	4,053.11
117472	9/13/2023	52204	TPX COMMUNICATIONS	173811428-0	8/16/2023	AC33325, 8/16-9/15	850.08	850.08
117473	9/13/2023	55330	URQUIZA GONZALEZ, OSWA	LScholarship	8/31/2023	2023 CYBSA SCHOLARSHIP-	50.00	50.00

09/06/2023 9:10:30AM

## Check List City of Coachella



(Continued) Bank: wfb WELLS FARGO BANK Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** 182502 8/14/2023 KEYS 117474 9/13/2023 39640 VALLEY LOCK & SAFE 14.52 BW6402860 8/17/2023 USB RECHARGABLE CYBER 535.05 BW6402986 8/22/2023 USB RECHARGABLE CYBER 535.05 1.084.62 117475 9/13/2023 39645 VALLEY OFFICE EQUIPMENT, IN2308-1090 8/22/2023 ACC #CO03, 7/23-8/22, 53462 353.13 353.13 9940912440 117476 9/13/2023 44966 8/1/2023 **VERIZON WIRELESS** AC371867190-00001, 7/2-8/1 6,555.43 6,555.43 117477 9/13/2023 44775 VISTA PAINT CORPORATION 2023-104080-00 8/2/2023 HOSE 90.51 2023-112759-00 8/9/2023 CONTRACTOR PC GUN. SILV 1.212.52 2023-118247-00 8/14/2023 TIP LINE LAZER S/O & SWIVE 475.13 2023-129865-00 8/22/2023 COVERALL EXT FLAT WHITE-694.31 2023-133637-00 8/24/2023 COVERALL EXT FLAT WHITE-694.31 3.166.78 117478 9/13/2023 53200 WEST CALI PLUMBING 1493 7/24/2023 INSTLL'D WATER HEATER @ 5,500.00 5.500.00 117479 9/13/2023 54433 WEX ENTERPRISE EXXONMC91303477 8/23/2023 ACC 0496-00-726338-7, 7/24-8 4,290.68 4.290.68 117480 9/13/2023 48971 XPRESS GRAPHICS & PRINTII23-55948 8/28/2023 COACHELLA ART WALK BRO 230.99 23-55964 8/28/2023 MESQUITE WATER BOARD 78.30 309.29 117481 9/13/2023 42100 **ZUMAR INDUSTRIES INC** 8059 8/10/2023 SNS PER COACHELLA SPEC 1,481.18 8060 8/10/2023 SNS PER COACHELLA SPEC 1,481.18 8061 8/10/2023 SNS PER COACHELLA SPEC 1,544.52 44024 7/31/2023 TYPE 2 36" FLAT TOP BLK CA 2,169.57 44025 7/31/2023 TYPE 2 36" FLAT TOP BLK CA 2,382.81 9.059.26 Sub total for WELLS FARGO BANK: 347,312.93 88 checks in this report.

**Grand Total All Checks:** 

477,940.17

Date: September 13, 2023

Interim Finance Director: William B. Pattison



# **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

**SUBJECT:** Sponsorship of Run With Los Muertos Event:

1. Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2023 Run With Los Muertos Event; and

2. Approval for operation of a beer garden on November 4, 2023 in Downton Sixth Street from 4pm to midnight.

### STAFF RECOMMENDATION:

Sponsorship of Run With Los Muertos Event:

- 1) Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2023 Run With Los Muertos Event.
- 2) Approval for operation of a beer garden on November 4, 2023 in Downton Sixth Street from 4pm to midnight.

#### **EXECUTIVE SUMMARY:**

Staff received the attached \$35,000.00 sponsorship request by Eventscape International, Inc., (Eventscape) for the 2023 Run With Los Muertos Event. This year's event has been submitted to occur on Saturday, November 4<sup>th</sup>. Eventscape has identified the event will include a beer garden, which is proposed to operate in Downtown Sixth Street from 4pm to midnight. This event has been a City co-sponsored event since 2013. Annually, this event has been provided city in-kind services for traffic control, public safety and funded the actual costs of all traffic control and lighting rental expenses; these hard costs total \$18,000.

#### **FISCAL IMPACT:**

The requested actions will not have a negative fiscal impact.

Attachment: Sponsorship Request



# **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Amendment No. 1 to Vintage Landscape to allow for repair of

landscape improvements at Rancho Las Flores Park, increasing compensation of

agreement by an additional \$150,000.

#### **STAFF RECOMMENDATION:**

Approve Amendment No. 1 to Vintage Landscape to allow for repair of landscape improvements at Rancho Las Flores Park, increasing compensation of agreement by an additional \$150,000.

### **EXECUTIVE SUMMARY:**

Rancho Las Flores Park incurred significant damages resulting from Hurricane Hilary, on August 20, 2023. These damages include: erosion, hardscape replacement, playground area mulch replacement, irrigation repairs, plant/tree replacement, and shade structure damages. The majority of these damages can be addressed through the City's landscape agreement with Vintage Associates Inc. Staff is requesting authorization to execute the attached Amendment No. 1 to the Landscape Maintenance Services for: Rancho Las Flores Park Project 052022, to increase total compensation by \$150,000. The additional compensation will address irrigation and erosion repairs to allow the park to be reopened.

#### FISCAL IMPACT:

The recommended action will have a financial impact, the funds identified for this work will be undesignated general fund reserves. Staff is still moving forward in collaboration with County/State/FEMA for recovery of these funds.

Attachments:

Proposed Amendment No. 1

# Amendment No. 1 to the Maintenance Services Agreement Between the City of Coachella and Vintage Landscape Project No. 052022

#### 2. Parties And Date.

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1") is made and entered into this 13<sup>th</sup> day of September, 2023 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

#### 2. Recitals.

- 2.2 <u>Agreement.</u> City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Rancho Las Flores Park ("Agreement"), entered into on July 13, 2022.
- 2.2 <u>Amendment.</u> City and Contractor desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

#### 3. Amendments.

- 3.1. <u>Compensation.</u> Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:
  - 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 seven thousand four hundred ten dollars and zero cents** (\$307,410.00) 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.
- 3.2 <u>Exhibit C.</u> Exhibit C are hereby deleted and replaced with a revised Exhibit C attached hereto.
- 3.3 <u>Continuing Effect of Agreement.</u> Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.
- 3.4 <u>Adequate Consideration.</u> The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

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

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

THE CITY OF COACHELLA	VINTAGE LANDSCAPE
By:	By:
Dr. Gabriel D. Martin City Manager	
Attest:	
City Clerk	
Approved as to Form:	
Carlos Campos, City Attorney	

#### Ехнівіт "С"

## **COMPENSATION**

### • Original Agreement

- Total Per Month = \$5,247.00
- o 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.

## • Per Amendment 1 (in addition to above compensation amounts)

- Additional \$150,000 compensation to allow for repairs incurred to RLF
   Park due to Hurricane Hilary
- o Total Compensation NTE = \$307,410.00 (\$157,410 + \$150,000)



# **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

**SUBJECT:** Provide staff direction for 2023 Hometown Heroes Honorees.

### **STAFF RECOMMENDATION:**

Provide staff direction for 2023 Hometown Heroes Honorees.

#### **BACKGROUND:**

The "Hometown Heroes" monument was created to recognize people who have contributed to the community and culture of our community. Currently, our "Hometown Heroes" include the following:

- Cesar Chavez; Civil Rights and Labor Leader
- Leonila Torres; Community Leader
- Linda Garza; Government Employee
- Elvira Acosta Murillo; Community Leader
- Severio "Cosmo" Lira Jr.; Commitment to Youth
- Raquel G. Medina; Community Volunteer
- Rich Ramirez; Educator and Mentor
- Chauncey Veatch; Educator and Mentor
- Juan Torres; Entrepreneur and Business Leader
- Joe and Maria Celia Munoz; Exceptional Citizens
- Julio Diaz, Antonio Diaz and Joel Diaz; Boxing Family Champions
- Eugenia Ortiz; Community Leader and Activist
- Clementine Olloque, Maria Carmona-Marron, Maria Serrano, Maria Munoz; Community Leaders and Activists
- Organización en California de Lideres Campesinas; Leaders and Community Activists
- Caballero Family, Boxing Family Champions
- Chris Romero, Exceptional Citizen
- Mary Lou Torres, Exceptional Citizen and Advocate
- Merlyn Hamner, Historian
- Joe Vega; Postmaster and Exceptional Citizen
- Lee Espinoza; Coach and Mentor
- CYSAS La Laja; Youth Sports Leaders
- Vanessa Madera; Youth Sports Leader

- Joe Ceja; Educator and Mentor
- Deputy David Solis; Exceptional Valor
- Mayor Yolanda R. Coba; Community Leader
- Enedina Rapan; Community Activist
- Enedina Rapan, Jesus Mota, Maria Hernandez, Prospero Montes, Jesus Sanchez; Inspirational Community Mentors
- Gabriela Fundora; Youth Sports Leader
- Citlalli Ortiz; Youth Sports Leader
- Cesar Sanchez, Entrepreneur and Business Leader
- Father Guy Wilson; Religious and Spiritual Leader
- Dr. Juan De Lara; Educator and Mentor
- Juanita Godwin; Community Leader and Youth Mentor
- Raices Cultura; Community Leader and Activists
- Rosa Lucas Community Advocate and Activist
- Mario Lazcano; Community Leader and Activist
- Captain Frank Morales, Lieutenant Cesar Garcia, Engineer Danny Castro, Lieutenant George Torres; Coachella Volunteer Firefighters
- Clara Herrera and Clara Nieblas, Community Advocate and Activist
- Rosalia Plata; Community Advocate and Activist
- Baltazar Aguirre; Exceptional Citizen and Activist
- Maria Magdalena Rodriguez; Exceptional Citizen
- Sandra Ramirez; Exceptional Citizen
- Sebastian Fundora; Exceptional Athlete
- Bonifacio De La Cruz; Battalion Chief Coachella Fire Station No. 79
- ASM Eduardo Garcia; Community Advocate and Activist
- Emmanuel Martinez; Community Leader and Activist

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

Annually during the City's Tree Lighting Ceremony the City has recognized individuals / organizations as Hometown Heroes; staff recommends selecting 2 -5 recognitions per year. Staff is requesting direction for 2023 Hometown Hero nominees.

## **FISCAL IMPACT**:

None.



# **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Economic Development Director

SUBJECT: Adopt Resolution No. 2023-62 Authorizing the City Manager to Submit an

Application to the Strategic Growth Council for the Community Resilience Centers Implementation Grant Program in the Amount of Ten Million Dollars (\$10,000,000) and Approve the Collaborative Stakeholder Structure, the Draft

Partnership Agreement, and Execute All Related Grant Documents

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council considers adopting Resolution No. 2023-62 authorizing the City Manager to submit an application to the Strategic Growth Council under the Community Resilience Centers (CRC) Implementation Grant Program in the amount of ten million dollars (\$10,000,000) and approve the Collaborative Stakeholder Structure, the Draft Partnership Agreement, and authorize the City Manager to execute all related grant documents

#### **BACKGROUND:**

Senate Bill (SB) 155 (Committee on Budget and Fiscal Review, Chapter 258, Statutes of 2021) created SGC's CRC program with "funding...for the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change." Enabling statute names specific functions for resilience centers, including: hydration stations, cooling centers, clean air centers, respite centers, and community evacuation and emergency response centers. SB 155 also specifies the following conditions: funding physical infrastructure elements critical to emergency response facilities during climate or other disasters; funding to build long-term resilience; and funding CRCs for integrated delivery of services. The enabling legislation also states that CRCs should be led by partnerships of various organization types, such as Tribal governments, academia, nonprofits, local government, or small businesses. Finally, SB 155 requires SGC to ensure community-based organizations (CBOs) and local residents participate in project governance and decision-making; and for SGC to conduct a public process for guidelines development to allow for transparency and stakeholder feedback.

### **DISCUSSION/ANALYSIS:**

SGC's CRC program will fund planning, development, construction, and upgrades of neighborhood-level Community Resilience Centers to provide shelter and resources during climate and other emergencies, such as extreme heat events and poor air quality days. The program will also fund ongoing year-round community services and programs, such as food distribution and workforce development training, that build overall community resilience. SGC will prioritize community-serving locations across the state, such as schools, libraries, community centers, health clinics, and places of worship. SGC's CRC program will fund planning, pre-development, and implementation activities. A total of \$84 million will be available for CRC Implementation Grants, each ranging from \$1 million to \$10 million. Implementation Grants will fund new construction and upgrades of facilities to serve as Community Resilience Centers, as well as services and programs that build overall community resilience.

The City of Coachella is proposing to submit a CRC Implementation Grant application in the amount of \$10 million to retrofit the Hidden Harvest building as the city's Community Resilience Center. The City's implementation grant application will request funds in the amount of approximately \$8 million for *physical infrastructure* improvements that will include retrofits and new construction of facilities such as bike lanes, pedestrian paths, a roof-top solar photovoltaic system including battery back-up, shade structures, a barn and tool storage, ADA accessibility, structural system upgrades and other improvements that will help convert the facility into a Community Resilience Center with the capacity to be an emergency shelter, too.

The City's application will also request funding in the amount of approximately \$2 million to provide *social infrastructure* elements that include integrated delivery of services and programs to share knowledge, build networks, and strengthen capacity. The CRC will be infused with a myriad of community resilience services, programs and activities. Partners will include: GRID Alternatives Inland Empire, the Riverside County SBDC, Hidden Harvest, Arteco, Emergency Management Services, TODEC, Sarvadoya Institute, The LEAP Institute, UC San Diego Office of Innovation and Commercialization, UC Riverside, the Latino Commission, Riverside University Health, the Urban Youth Conservation Corps, and RAICES Cultura. The City's application culminated in robust community engagement and strong collaborative stakeholder structure to ensure community-based organizations (CBOs) and local residents are meaningfully and consistently included in governance and decision-making for awarded Community Resilience Centers.

#### FISCAL IMPACT

Grants will be executed between SGC and the City of Coachella, who is the Lead Applicant only. SGC will not enter into any contractual relationship with any Co-Applicants or subcontractors. Once the grant has been executed, the Lead Applicant will be referred to as the "Grantee" and Co-Applicants will be referred to as "Partners." SGC may provide advance payments to qualifying awards to ensure effective implementation of the program. Advance payments can be up to 25% of the total grant award, spread across a series of installments between the start date identified in the grant agreement until June 30, 2025. The complete schedule, process, and reporting

requirements for advance pay will be determined in the Grant Agreement.

Per CRC Program's specific advance pay authority, advance payment will be limited to the service portions of awards when the Grantee is a community-based private non-profit agency, which includes but may not be limited to, community-based organizations and non- governmental organizations. Government entities, including Cities are not eligible for advance payment. All Grantees eligible for advance payment will be required to prioritize Partners that experience low cash reserves to receive advances.

SGC will retain the last 5% the overall grant budget, to be paid once the State has determined that the grant terms have been fulfilled. For reimbursement payments, Partners must invoice the Grantee before the Grantee submits an invoice to SGC. The Grantee will be responsible for compiling all invoices, supporting documentation, and reporting materials for themselves and the Partners into a single package. Once the package has been approved for payment, funds will be disbursed to the Grantee. The Grantee is responsible for disbursing payment to their Partners in accordance with their signed Partnership Agreement.

#### **ALTERNATIVES:**

- 1. Adopt Resolution No. 2023-62 Authorizing the City Manager to Submit an Application to the Strategic Growth Council for the Community Resilience Centers Implementation Grant Program in the Amount of Ten Million Dollars (\$10,000,000) and Approve the Collaborative Stakeholder Structure, the Draft Partnership Agreement, and Execute All Related Grant Documents
- 2. Not Adopt Resolution No. 2023-62 Authorizing the City Manager to Submit an Application to the Strategic Growth Council for the Community Resilience Centers Implementation Grant Program in the Amount of Ten Million Dollars (\$10,000,000) and Approve the Collaborative Stakeholder Structure, the Draft Partnership Agreement, and Execute All Related Grant Documents

#### **ATTACHMENTS:**

- 1. Resolution No. 2023-62
- 2. Draft Partnership Agreement
- 3. CRC Guidelines

# Community Resilience Centers (CRC) Program

## Round 1 Final Program Guidelines FY 2022-2023



April 26, 2023

Program information can be accessed at:

https://sgc.ca.gov/programs/community-resilience-centers/

To sign up to receive notices, updates, and information regarding the Community Resilience Centers Program (and other Strategic Growth Council (SGC) grant programs and initiatives), visit the SGC website and click on the "E-list" link at: <a href="http://sgc.ca.gov/">http://sgc.ca.gov/</a>.

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## **HOW TO USE THIS DOCUMENT**

These Final Guidelines govern California Strategic Growth Council's Community Resilience Centers (CRC) Program Round 1. This document includes information on the three (3) available grant types:

- Planning Grants
- Project Development Grants
- Implementation Grants

All information in this document applies to all grant types unless specifically stated otherwise. Please read all relevant sections.

Pfor Planning Grants, of for Project Development Grants, or for Implementation Grants). In the event of a discrepancy between text and icon placement, please adhere to the text.

Sections relevant to multiple grant types will be structured as follows:

#### **EXAMPLE HEADER**

Brief introduction describing this portion of the guidelines

All Grant Types PDI

Information that applies to all grant types. All applicants must read this section.

Planning Grants 

P

Information that only applies to Planning Grants.

Project Development Grants **D** 

Information that only applies to Project Development Grants.

Implementation Grants 🕕

Information that only applies to Implementation Grants.

Some sub-sections are omitted and/or combined as appropriate.

This document is not the only source of information on CRC requirements. The forthcoming Notice of Funding Availability (NOFA), Application, and Application Instructions contain additional requirements, pertinent information, and further resources and information for applicants. For updates, please reference the CRC program timeline on the CRC webpage.



## **SECTION 1: INTRODUCTION**

#### 1.1 BACKGROUND

Recent and ongoing climate events and public health emergencies impact every part of California and highlight resilience opportunities for planning, preparation, and adaptation. Such impacts encompass shorter-term events like earthquakes, extreme heat, floods, mudslides, power outages and disruptions, storms, and wildfires, in addition to longer-term events like the COVID-19 pandemic, drought, rising temperatures, and sea level rise. Best available climate science projections anticipate that these climate impacts will worsen, expand, extend, and compound. In the face of these challenges, building and strengthening resilience requires investments in both physical and social infrastructure. In addition to climate resilience activities, community resilience builds ongoing social cohesion, trust, and networks.

Due to historic redlining and cycles of underinvestment, communities across California face unequal access to local resilience opportunities including: clean energy and water infrastructure, emergency response services, and public health resources. Given California's range of geographies, biomes, diverse populations and needs, and existing infrastructure and investments, resilience will look different across the state. Robust, meaningful, culturally appropriate community engagement therefore must ensure local community priorities materialize into community-driven projects at every phase.¹ Community resilience centers build upon these key concepts to strengthen community resilience in neighborhoods across California.

As a Cabinet-level interagency organization housed within the California Governor's Office of Planning and Research, the California Strategic Growth Council (SGC) advances the State's key policy priorities through four (4) main categories: investment programs, collaborative policy initiatives, integrated policy and planning, and capacity building and technical assistance. The newest of SGC's investment programs is the Community Resilience Centers (CRC) Program, which builds upon SGC's foundation and key community partnerships, in alignment with California Climate Adaptation Strategy<sup>2</sup>, Extreme Heat Action Plan<sup>3</sup>, and other statewide efforts, to build local resilience across California communities.

<sup>&</sup>lt;sup>3</sup> State of California. 2022. *Protecting Californians From Extreme Heat: A State Action Plan to Build Community Resilience*. <a href="https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Climate-Resilience/2022-Final-Extreme-Heat-Action-Plan.pdf">https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Climate-Resilience/2022-Final-Extreme-Heat-Action-Plan.pdf</a>



<sup>&</sup>lt;sup>1</sup> Urban Sustainability Directors Network (USDN). 2018. *Resilience Hubs: Shifting Power to Communities and Increasing Community Capacity.* <a href="https://www.usdn.org/uploads/cms/documents/usdn">https://www.usdn.org/uploads/cms/documents/usdn</a> resiliencehubs 2018.pdf>

<sup>&</sup>lt;sup>2</sup> State of California. 2023. California Climate Adaptation Strategy. <a href="https://climateresilience.ca.gov/">https://climateresilience.ca.gov/</a>>

#### 1.2 BUDGET AND LEGISLATIVE SUMMARY

The historic 2021-2022 State of California Climate Budget Package, which totaled over \$15 billion to tackle wildfire and drought challenges, build more resilient communities, promote sustainable agriculture, and advance a nation-leading climate agenda, also allocated \$100 million to SGC over two (2) rounds for a new Community Resilience Centers (CRC) program.

Senate Bill (SB) 155 (Committee on Budget and Fiscal Review, Chapter 258, Statutes of 2021) created SGC's CRC program with "funding...for the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change." Enabling statute names specific functions for resilience centers, including: hydration stations, cooling centers, clean air centers, respite centers, and community evacuation and emergency response centers. SB 155 also specifies the following conditions: funding physical infrastructure elements critical to emergency response facilities during climate or other disasters; funding to build long-term resilience; and funding CRCs for integrated delivery of services. The enabling legislation also states that CRCs should be led by partnerships of various organization types, such as Tribal governments, academia, nonprofits, local government, or small businesses. Finally, SB 155 requires SGC to ensure community-based organizations (CBOs) and local residents participate in project governance and decision-making; and for SGC to conduct a public process for guidelines development to allow for transparency and stakeholder feedback.

With the signing of Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), the Budget Act of 2022, SGC's CRC program received additional funds as part of a \$315 million General Fund package implementing California's Extreme Heat Action Plan. This package bolstered CRC Round 1 funding from \$25 million to \$110 million, an \$85 million increase; this package also bolstered CRC Round 2 funding from \$75 million to \$160 million, an additional \$85 million increase. In total, SGC's CRC program has \$270 million allocated, including funds for program administration and staffing, technical assistance, and monitoring and evaluation. Governor Newsom's proposed budget released January 10, 2023, proposed a partial delay of future CRC program funds, potentially creating an additional funding round; this does not impact CRC Round 1 available program funds.

The 2022-2023 Budget Change Proposal (BCP) "Addressing Extreme Heat" that informed this additional allocation of funds notes: "SGC funds will also support programs associated with building community level social infrastructure that could support better functioning resilience

<sup>&</sup>lt;sup>5</sup> California Department of Finance. 2022. *California Budget 2022-2023.* p.7. <a href="https://ebudget.ca.gov/2022-BudgetAddendum.pdf">https://ebudget.ca.gov/2022-BudgetAddendum.pdf</a>>



 $<sup>^{4}</sup>$  SB 155 (Committee on Budget and Fiscal Review, Chapter 258, Statutes of 2021).

<sup>&</sup>lt;a href="https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\_id=202120220SB155">https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\_id=202120220SB155</a>>

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centers." The BCP commits to funding "provision of services and programming that build the community infrastructure necessary to respond quickly and effectively in times of crisis" and provides a range of examples spanning food and resource distribution, information-sharing, and workforce development trainings and opportunities. The BCP also commits SGC to: considering community-serving locations, prioritizing disadvantaged and low-income communities in both urban and rural areas, providing technical assistance for those priority communities, and providing both planning and implementation grants.

Most recently, the signing of AB 211 (Committee on Budget and Fiscal Review, Chapter 574, Statutes 2022), a public resources trailer bill, codified language for the CRC program and authorized the new program to provide advanced payment. AB 211 directs the CRC program to ensure Applicants demonstrate collaboration with community members; involvement with CBOs and residents in governance and decision-making; multi-stakeholder partnerships; and accessible CRCs providing eligible services and amenities year-round to community residents. AB 211 also directs CRC staff to include the following in selecting CRC Projects: prioritization of projects in and benefitting under-resourced communities; representation of statewide geographic diversity; and minimum number of years community resilience services must be provided. AB 211 provides detail on reporting requirements to the Legislature and authorizes SGC to provide advance payment to specific entities for the CRC program.

#### 1.3 PROGRAM SUMMARY

SGC's CRC program will fund planning, development, construction, and upgrades of neighborhood-level Community Resilience Centers to provide shelter and resources during climate and other emergencies, such as extreme heat events and poor air quality days. The program will also fund ongoing year-round community services and programs, such as food distribution and workforce development training, that build overall community resilience. SGC will prioritize community-serving locations across the state, such as schools, libraries, community centers, health clinics, and places of worship. SGC's CRC program will fund planning, pre-development, and implementation activities.

SGC received a \$110 million General Fund appropriation in Fiscal Year (FY) 2022-2023 to implement the program through the provision of grants, staff support, and third-party technical assistance. Of the total funds, \$98.6 million will be available for Round 1 grants.

<sup>&</sup>lt;sup>7</sup> AB 211 (Committee on Budget and Fiscal Review, Chapter 574, Statutes 2022). <a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?billid=202120220AB211">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?billid=202120220AB211</a>



<sup>&</sup>lt;sup>6</sup> California Department of Finance. 2022. *Budget Change Proposal: Addressing Extreme Heat*. p.2.

<sup>&</sup>lt;a href="https://esd.dof.ca.gov/Documents/bcp/2223/FY2223">https://esd.dof.ca.gov/Documents/bcp/2223/FY2223</a> ORG0540 BCP6057.pdf>

## Planning Grants 😃



A total of \$5 million will be available for CRC Planning Grants, each ranging from \$100,000 to \$500,000. Planning Grants will fund communities in initial stages of CRC Project development that need funds for plan development, community engagement, coordination, and other activities necessary to prepare for CRC Rounds 2 and 3 and other related funding streams.

## Project Development Grants **D**



A total of \$9.6 million will be available for CRC Project Development Grants, each ranging from \$500,000 to \$5 million. Project Development Grants will fund pre-development and basic infrastructure activities that advance community-serving facilities' capability to serve as a future Community Resilience Center and prepare grantees for CRC Rounds 2 and 3, and other related funding opportunities. CRC Project Development Grants will prioritize Applicants from Disadvantaged Unincorporated Communities, Tribal Communities, and Rural Communities.

## Implementation Grants



A total of \$84 million will be available for CRC Implementation Grants, each ranging from \$1 million to \$10 million. Implementation Grants will fund new construction and upgrades of facilities to serve as Community Resilience Centers, as well as services and programs that build overall community resilience.

SGC retains the right to make partial awards and to reallocate funds between CRC Round 1 Grant types in the event of undersubscription and/or ineligibility.

(See Section 3: Planning Grants; Section 4: Project Development Grants; and Section 5: *Implementation Grants.*)

#### 1.4 PROGRAM VISION

Vision for Racial Equity

SGC is committed to achieving racial equity in its operations, investments, and policy initiatives and to achieving its vision that: All people in California live in healthy, thriving, and resilient communities regardless of race.8

#### 1.5 PROGRAM APPROACH

SGC's Community Resilience Centers (CRC) program intends to build both climate resilience and community resilience across California.

For the purpose of the CRC program, these terms are so defined:

<sup>&</sup>lt;sup>8</sup> California Strategic Growth Council. 2021. Updated Racial Equity Action Plan (2019- 2022) § (2021). <a href="https://sgc.ca.gov/programs/healthandequity/docs/20211110-REAP.pdf">https://sgc.ca.gov/programs/healthandequity/docs/20211110-REAP.pdf</a>



Climate resilience is the capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, recover from shocks and stresses, and adapt and grow from a disruptive experience. For the CRC program, climate resilience is strengthened locally through specific strategies, activities, and capacity to prepare for climate impacts including drought, extreme temperatures, floods, sea level rise, and wildfires.

**Community resilience** is the ability of communities to withstand, recover, and learn from adverse events (climate or otherwise) to strengthen future response and recovery efforts. Strengthening community resilience requires a broad approach and considers public health; social and economic equity and well-being of communities; connection and coordination across organizations involved in disasters preparedness, response, and recovery; and development of social cohesion and community trust. Activities that build community resilience will in turn increase resilience to climate-related impacts.

The program will fund *physical infrastructure*, including retrofits and new construction of facilities and accompanying campus amenities, as well as *social infrastructure*, including integrated delivery of services and programs to share knowledge, build networks, and strengthen capacity. The CRC program will invest in accessible community-serving facilities, expect community engagement throughout all phases, and require collaborative stakeholder structures to ensure community-based organizations (CBOs) and local residents are meaningfully and consistently included in governance and decision-making for awarded Community Resilience Centers.

CRC Projects should balance shorter-term needs and longer-term needs, equip CRC Facilities with emergency activation capabilities and plans, and include year-round delivery of services and programs that build community resilience. CRCs should also prioritize the local priority populations and most vulnerable residents and communities in their decision-making, design, and implementation. SGC intends to fund a mix of CRC Projects that span a range of: climate impacts; facility types and Lead Applicants; and geographies, including rural and urban communities, as well as incorporated and unincorporated communities.

Residents and communities defined as "vulnerable" experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical, social, political, and/or economic factor(s), which are exacerbated by climate impacts. Many of these challenges result from a history of inequitable land use and zoning policies, underinvestment, and lack of meaningful engagement with community residents in planning and policy decisions.

SGC recognizes that the term "vulnerable" overlooks the many assets these communities and residents possess. The CRC Program is structured to provide existing residents, businesses, and



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communities with the tools and resources to drive change and to ensure they can also experience the benefits of this investment.

#### 1.6 CRC GRANT TIMELINE

The approximate timeline below is subject to change. The most up-to-date timeline and upcoming events can be found on <a href="the CRC webpage">the CRC webpage</a>.

- April 26, 2023: CRC Program Round 1 Final Guidelines adopted by Council
- May 2023: Notice of Funding Availability (NOFA) Release
- May/June 2023: Public Application Workshops
- June 2023: Application Pre-Proposals due (Implementation Grants only)
- September 2023: Final Applications Due
- December 14, 2023: Round 1 CRC Awards adopted by Council
- Approximately 3-6 months: Post-Award Consultation Process before Implementation
- Project Completion Period: Four (4) years from grant execution for Implementation Grant Projects and two (2) years from grant execution for Planning Grant and Project Development Grant Projects
- Performance Period: One (1) year after Project completion (Implementation Grants only)



Figure 1. CRC Grant Timeline



## **SECTION 2: PROGRAM OVERVIEW**

## 2.1 ALL GRANT TYPES PDI

SGC's CRC program will fund planning, development, construction, and upgrades of neighborhood-level Community Resilience Centers to provide shelter and resources during climate and other emergencies. The program will also fund ongoing year-round community services and programs that build overall community resilience. SGC's CRC program will fund planning, pre-development, and implementation activities through the following grant opportunities.

## Planning Grants P

CRC Planning Grants will fund planning activities to prepare communities for future funding opportunities in programs that align with CRC Program Objectives, with a specific focus on preparation for CRC Rounds 2 and 3 Implementation Grants. (See Section 3: Planning Grants)

## Project Development Grants

CRC Project Development Grants will fund pre-development and basic infrastructure activities that advance community-serving facilities' capability to serve as a future Community Resilience Center and prepare grantees for CRC Rounds 2 and 3 funding opportunities and other related funding streams. (See Section 4: Project Development Grants)

## Implementation Grants

CRC Implementation Grants will fund new construction and upgrades of facilities to serve as Community Resilience Centers, as well as services and programs that build overall community resilience. (See <u>Section 5</u>: <u>Implementation Grants</u>)

## 2.2 CORE COMPONENTS PD 1

While a statewide program, the CRC program invests in neighborhood-scale projects across California. Therefore, each Project must reflect priorities, needs, assets, and approaches from that local community. Specific features, methods, priorities, activities and costs, and partnerships will vary depending on a specific neighborhood.

The CRC model is intentionally flexible to account for the vast spectrum of communities across California. Core components, however, include the following:

Multi-stakeholder partnerships



- Robust, meaningful, and culturally appropriate community engagement throughout all phases (design, application, implementation, and evaluation)
- Physical infrastructure investments to the CRC Facility (new construction and/or retrofits)
- CRC Campus Amenities, like transportation to the CRC and community gardens
- Social infrastructure investments in services and programs, to ensure ongoing yearround usage of the CRC and strengthening of local community resilience

Equipped with these core components, community resilience centers will empower communities, respond to climate emergencies, and provide year-round services and programs to enhance both climate resilience and community resilience.

## 2.3 PRIORITY COMMUNITIES AND PRIORITY POPULATIONS **PD**

Consistent with existing State guidance and robust stakeholder input, <u>all</u> communities are eligible to apply for CRC program funds.

Note: CRC Project Development Grants deliberately prioritize Tribal, rural, and disadvantaged unincorporated communities given the specific histories of disinvestment, infrastructure redlining, and capacity challenges.

#### Statewide Scale: Priority Communities

Per statute, at the statewide-scale, SGC must prioritize CRC Projects located in and benefitting priority communities. Priority communities for the CRC program Round 1 include underresourced communities<sup>9</sup>, which include the following:

- Census tracts identified as 'disadvantaged' by the California Environmental Protection Agency via the Office of Environmental Health Hazard Assessment's CalEnviroScreen tool. For CRC Round 1, this includes any census tracts designated as disadvantaged in CalEnviroScreen 4.0 (2021 update)<sup>10</sup>; OR
- Census tracts with median household incomes at or below 80% of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093 of the California Health and Safety Code; OR

<sup>&</sup>lt;sup>10</sup>California Office of Environmental Health Hazard Assessment (OEHHA). 2022. CalEnviroScreen4.0. <a href="https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40">https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40</a>.>



<sup>&</sup>lt;sup>9</sup> "Under-resourced community" means a community identified pursuant to <u>Section 39711 of the Health and Safety Code</u>, <u>subdivision</u> (g) of <u>Section 39713 of the Health and Safety Code</u>, or <u>subdivision</u> (g) of <u>Section 75005</u>.

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• Census tracts with a median household income less than 80% of the statewide average

The CRC program has identified the following additional priority communities for Round 1:

- Tribal Lands<sup>11</sup> that meet the definition of an under-resourced community
- Rural communities 12 that meet the definition of an under-resourced community
- Unincorporated communities that meet the definition of an under-resourced community

CRC program staff additionally commit to targeted outreach to these priority communities and will prioritize Proposals from priority communities for Application Technical Assistance, as these communities typically face more barriers to access and less capacity to apply for competitive State grant programs.

#### **Neighborhood Scale: Priority Populations**

Each CRC proposal, regardless of priority community status or geography, must focus on neighborhood-level information as CRC investments are neighborhood-scale investments in local communities.

In alignment with the California Governor's Office of Emergency Services (Cal OES) and other State agencies, the CRC program has identified the following priority populations:

- Individuals with physical, developmental, or intellectual disabilities
- Individuals with chronic conditions or injuries
- Individuals with limited English proficiency
- Older adults, children, and pregnant people
- Low-income, homeless, and/or transportation-disadvantaged or public transitdependent people

Note: These priority populations were previously described as Access and Functional Needs (AFN) communities by Cal OES. 13

Each CRC proposal must identify, work with, and intentionally serve the needs of priority populations in the proposed neighborhood containing the CRC facility. Attention to priority populations intentionally appears in multiple parts of the CRC program design. These sections

<sup>&</sup>lt;a href="https://www.caloes.ca.gov/office-of-the-director/policy-administration/access-functional-needs/">https://www.caloes.ca.gov/office-of-the-director/policy-administration/access-functional-needs/</a>



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<sup>&</sup>lt;sup>11</sup> 'Tribal lands' has the same meaning as the term 'Indian country' in United States Code of Federal Regulations, title 18, section 1151, that states: "(a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same."

<sup>&</sup>lt;sup>12</sup> Please reference Appendix A: Glossary and Key Terms for CRC program definition of "rural community."

<sup>&</sup>lt;sup>13</sup> California Governor's Office of Emergency Services (Cal OES). 2022. Access and Functional Needs (AFN).

include the Collaborative Stakeholder Structure; Capital Projects, Campus Amenities, and Services and Programs; Emergency Plan and Year-Round Community Resilience Plan; and Evaluation. Staff will evaluate the extent to which each proposal meaningfully incorporates and benefits priority populations in their local communities<sup>14</sup>; for further detail, please see <u>Section</u> <u>9.4: Scoring Criteria</u>.

## 2.4 FUNDING TARGETS PDI

#### **Geographic Diversity Funding Target**

SGC intends to fund CRC Planning, Project Development, and Implementation Grant awards that build climate resilience and community resilience while representing statewide geographic diversity, inclusive of rural and urban communities, incorporated and unincorporated areas, and a range of climate impacts. Statewide geographic diversity across rural and urban communities, incorporated and unincorporated communities is specifically required of the CRC program per statute.<sup>15</sup>

To illustrate this commitment to statewide geographic diversity, the CRC program commits to awarding at least one CRC grant (any grant type) to each of the Cal OES Fire and Rescue Mutual Aid Regions. (See Appendix F: Cal OES Fire and Rescue Mutual Aid Regions)

#### Tribal Funding Target

The CRC program intends to fund a minimum of five (5) qualifying Proposals where the Lead Applicant is a California Native American Tribe<sup>16</sup>, an eligible entity having co-ownership with a California Native American Tribe, or an eligible entity established by a California Native American Tribe to undertake climate resilience projects. The funding target includes CRC Planning, Project Development, and Implementation grants. This funding target is intended to prioritize a portion of CRC funding for California Native American Tribes, similar to a Tribal setaside.

Unless stated otherwise, the Project must meet all CRC grant application requirements. If multiple California Native American Tribes apply for Projects, the Council will apply the scoring criteria from these Guidelines to rank the Projects such that the five (5) top-ranked Projects will be awarded under the Council's Tribal funding target and the remaining Project(s) will compete

<sup>&</sup>lt;sup>16</sup> Native American Heritage Commission (NAHC). 2020. *NAHC Tribal Consultation Policy.* <a href="https://nahc.ca.gov/wp-content/uploads/2020/09/Signed-NAHC-Tribal-Consultation-Policy.pdf">https://nahc.ca.gov/wp-content/uploads/2020/09/Signed-NAHC-Tribal-Consultation-Policy.pdf</a>



<sup>&</sup>lt;sup>14</sup> California Governor's Office of Emergency Services. 2020. *Integrating Access and Functional Needs within the Emergency Planning Process: Best Practices for Stakeholder Inclusion*. <a href="https://www.caloes.ca.gov/wp-content/uploads/AFN/Documents/AFN-Library/Cal-OES-Best-Practices-for-Stakeholder-Inclusion-June-2020.pdf">https://www.caloes.ca.gov/wp-content/uploads/AFN/Documents/AFN-Library/Cal-OES-Best-Practices-for-Stakeholder-Inclusion-June-2020.pdf</a>>
<sup>15</sup> Assembly Bill 211 (2022). Committee on Budget and Fiscal Review, Chapter 574, Statutes 2022.

<sup>&</sup>lt;a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=202120220AB211">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=202120220AB211</a>]

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with all other submitted applications. To the extent applications received are not sufficient to meet eligibility requirements SGC reserves the right to waive this funding target.

## **SECTION 3: PLANNING GRANTS**

CRC Planning Grants fund planning activities to prepare communities for future funding opportunities in programs that align with CRC Program Objectives, with a specific focus on preparation for CRC Rounds 2 and 3 Implementation Grants. CRC Planning Grant activities, therefore, should focus on developing a proposal for a future CRC Implementation Grant or similar funding opportunity, and must demonstrate effective, robust local community engagement and planning efforts.

#### 3.1 CRC PLANNING GRANT PROGRAM OBJECTIVES



CRC Planning Grants will support planning activities to prepare communities to implement Community Resilience Centers, as well as for similar funding opportunities that align with the CRC Program's objectives. Planning activities should focus on engaging key stakeholders and supporting project readiness, as well as broader community resilience to climate emergencies and intersecting social and economic issues. Proposed planning activities will:

- Advance the local community's ability to identify, vision, design, construct, resource, and activate sites as community resilience centers.
- Ensure or increase <u>accessibility</u> of CRCs to community members, especially during and after emergencies. These activities can include, but are not limited to: AB 2645 planning and implementation; targeted, culturally, and linguistically appropriate outreach and planning for priority populations, mobile units and services; and community-led development of networks and plans for evacuation, transportation, mass sheltering and mass feeding.
- Build, strengthen, and sustain local community resilience, in connection with a proposed CRC. These activities can include: advancing local workforce development and training opportunities for a future net zero carbon economy, supporting local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities.
- Demonstrate consistency with the State's Planning Priorities contained in Section 65041.1<sup>17</sup> of the Government Code. These priorities intend to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including urban, suburban, and rural communities.

<sup>&</sup>lt;a href="https://leginfo.legislature.ca.gov/faces/codes">https://leginfo.legislature.ca.gov/faces/codes</a> displaySection.xhtml?lawCode=GOV&sectionNum=65041.1#:~:text =%28%20Article%205%20added%20by%20Stats.%201970%2C%20Ch.,suburban%2C%20and%20rural%20communi ties%2C%20shall%20be%20as%20follows%3A >



<sup>&</sup>lt;sup>17</sup> Government Code. Section 65041.1

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#### Eligible planning activities include:

- <u>Preparing Applicants</u> to apply to a CRC Implementation Grant or other similar grant, including but not limited to: Partnership development, stakeholder mapping, expertise of community stakeholders community needs assessments, community health needs assessments, and creation and/or formalization of a shared governance structure such as a Collaborative Stakeholder Structure. Note: Activities that lead to the development of a Collaborative Stakeholder Structure are strongly encouraged for Applicants who anticipate applying to CRC Round 2 Implementation Grants.
- <u>Identifying and preparing project sites</u> for future development into Community Resilience Centers. Activities can include but are not limited to: feasibility studies and site identification; identifying potential climate and other impacts to selected sites; energy planning, audits, and site assessments; architectural and engineering designs; scoping of Campus Amenities and CRC-based community resilience services and programs; permitting, including CEQA-related activities; and planning for project readiness.
- Completing fiscal analyses and studies, such as conducting a fiscal impact analysis to understand long-term service costs of future development and to determine fee structures; and determining approaches to demonstrate financial sustainability for ongoing operations, maintenance, and staffing.
- <u>Building capacity</u> both internally, among staff and departments, as well as externally, among stakeholders, by including the development of collaborative partnerships that connect land use development with environmental, economic, and social justice priorities.
- Evaluating, updating, and streamlining various policies and codes currently enforced by the Planning Department and other local departments (e.g., public works, health and safety, fire, parks and open space, etc.), especially AB 2645 integrated planning and implementation.
- Preparing or updating local jurisdictional plans, such as climate action plans, climate adaptation plans, local hazard mitigation plans, community emergency response plans, county emergency operations plans, and the Safety Element of General Plans (SB 379).
- <u>Designing or enhancing community engagement</u> that results in innovative and meaningful programs and practices built upon the input and expertise of local public agency staff, community-based organizations, workforce development boards, and overburdened individuals and groups. (See <u>Appendix C: Community Engagement</u> for further detail on key considerations and recommended activities for effective community engagement.)



## **SECTION 4: PROJECT DEVELOPMENT GRANTS**

CRC Project Development Grants will provide funding for pre-development and basic infrastructure activities that (a) advance community-serving facilities' capability to serve as a future Community Resilience Center and (b) prepare grantees for CRC Rounds 2 and 3 funding opportunities and other related funding streams. CRC Project Development Grants should build on local community engagement efforts to identify CRC sites requiring additional Project development and basic infrastructure support funds, in preparation for future implementation funds.

CRC Project Development Grants will prioritize Applicants from Disadvantaged Unincorporated Communities, Tribal Communities, and Rural Communities.

## 4.1 CRC PROJECT DEVELOPMENT GRANT PROGRAM **OBJECTIVES**

Proposed Project Development activities will:

- Advance the development of sites identified by local residents for use as Community Resilience Centers that build climate resilience and community resilience, both during emergencies and year-round.
- Construct climate-resilient infrastructure to (a) ensure or improve access to a CRC and to (b) strengthen local community resilience in connection with a proposed CRC
- Demonstrate consistency with the State's Planning Priorities contained in Section 65041.1 of the Government Code. These priorities intend to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including urban, suburban, and rural communities.

## 4.2 ELIGIBLE PROJECT DEVELOPMENT ACTIVITIES



Eligible Project Development activities include:

- General pre-development phase activities, such as: community engagement; feasibility studies; market analysis; environmental assessments, surveys, and remediation; site acquisition; site and development plans; project designs; permitting; financial planning (e.g., preliminary budget and construction financing).
- Pre-development, construction, and development of long-term operations and maintenance plans for critical utility infrastructure, including connections and upgrades to the following systems: drinking water, wastewater, waste disposal, pollution control



- services, energy infrastructure and grid connectivity, and broadband or fiber connections.
- Basic infrastructure pre-development, construction, and planning for infrastructure to develop, protect, and access <u>evacuation routes</u> to and from CRC sites.
- Local project planning activities that prepare community-prioritized project sites for development and future activation as CRCs including, but not limited to, development of CRC Emergency Plan and CRC Year-Round Community Resilience Plan.
- Support costs to <u>build and sustain local capacity of Project leads and Partners</u>, including: investments in partner and local staff development; purchase or usage of project planning and implementation tools; organizational capacity activities such as access to financial services or legal review; participation and/or partnership with existing workforce programs; and/or provision or referral of technical assistance for partners.

Applicants must include community engagement activities and address climate resilience in the proposal.



## **SECTION 5: IMPLEMENTATION GRANTS**

CRC Implementation Grants will fund new construction and upgrades of facilities to serve as Community Resilience Centers, Campus Amenities that support use of the facility, and services and programs that build overall community resilience. The following section describes the program objectives, eligible implementation activities, key strategies, project requirements, and program evaluation for CRC Implementation Grants.

## 5.1 CRC IMPLEMENTATION GRANT PROGRAM OBJECTIVES •

At a high level, CRC Implementation Grants have the following objectives:

- Offer multi-benefit physical community-serving spaces, resilient to current and future climate hazards.
- Provide integrated delivery of essential services and programming to local communities during and following disasters, emergencies, and disruption events, including resources and assistance for folks experiencing and navigating post-disaster recovery, as well as year-round to address ongoing community needs and build community cohesion.
- Integrate physical infrastructure projects with social infrastructure, through communitydriven partnerships and programming to increase climate resilience, expand economic opportunities, and reduce health, environmental, and social inequities across California.
- Leverage and build a skilled, diversified, and trained workforce and promote local workforce development and training opportunities, with a focus on preparing community members for healthy, safe, and sustaining high-quality career pathway jobs in a future net zero carbon economy that are resilient to current and future climate change impacts.
- Build, strengthen, and sustain local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities.

The CRC program intends to balance both shorter-term emergency response needs, as well as longer-term ongoing community needs and services. These lists provide real-world examples from stakeholder input:

#### **Examples of Shorter-Term Emergency Response**

- Heating
- Cooling
- Food distribution
- Personal Protective Equipment (PPE) distribution, COVID-19 testing and vaccinations



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- Backup power, electricity, water, and broadband
- Emergency preparedness presentations and trainings

#### **Examples of Ongoing Community Needs and Services**

- Workforce development, education, and training opportunities
- Small business incubation
- Community garden
- Community meetings and celebrations
- In-language programs and youth/senior services
- Service provision, such as healthcare services

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CRC Implementation Grants will provide funding for implementation of Capital Projects, as well as Community Resilience Services and Programs.

#### **Capital Projects**

#### CRC Facility Construction and Retrofits

Activities related to direct construction, retrofits, and other upgrades to the CRC Facility itself, such as pre-construction, energy audits, direct construction costs, and building rehabilitation. Activities may also include development of basic environmental infrastructure that will support CRC Facilities, including water supply and wastewater services.

#### **Campus Amenities**

Activities related to construction or improvements to amenities located at the CRC Facility that strengthen the local community's resilience to climate and other disasters, such as installing rain gardens or planting shade trees.

#### **Community Resilience Services and Programs**

Services and programs that operate out of the CRC Facility that build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public.

(See <u>Appendix D: Examples of Eligible Activities</u> for further examples.)

## **5.3 IMPLEMENTATION STRATEGIES 1**

To achieve the CRC Implementation Grant Program Objectives, each CRC proposal must include at least four (4) of the strategies listed below. These strategies are modeled from other SGC programs, integrated with robust stakeholder input, and intentionally bridge both physical infrastructure and social infrastructure. This approach is intended to provide local communities



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maximum flexibility to self-determine and thoughtfully select strategies to best meet local context, priorities, and needs.

Example activities listed under each strategy below are intended to: illustrate the overall logic of the seven (7) strategies; demonstrate how each strategy encompasses both physical infrastructure and social infrastructure activities; and model a comprehensive and holistic approach to both climate resilience and community resilience. Each activity must be based at or out of the CRC Facility and/or CRC campus.

**Note: The examples listed below are non-exhaustive lists.** Additionally, activities under these strategies may overlap. (See <u>Section 7.1: Eligible and Ineligible Costs</u>; Section <u>Appendix D:</u> <u>Examples of Eligible Activities</u> for further detail.)

#### Strategy 1: Energy Resilience

Build or enhance the CRC's capacity to prepare for and withstand energy-related disruptions, improve overall energy efficiency, and provide energy access and resources to local community during emergency activations and year-round.

#### **Examples of Capital Project Activities**

Solar photovoltaic (PV) installation and associated roof upgrade costs; islanded microgrids with renewable energy generation and storage; energy infrastructure, energy efficiency upgrades and building envelope strengthening, including window and sealant upgrades; battery storage; fuel-switching, appliance electrification and associated electrical upgrade costs

#### Examples of Community Resilience Services and Programs Activities

Flyer distribution on energy rebate programs; case management and enrollment of community members in weatherization and energy-assistance programs; information on programs like Medical Baseline, if applicable

#### Strategy 2: Water Resilience

Build or enhance the CRC's capacity to prepare for and withstand water-related disruptions, improve overall water efficiency, and provide water access to local community during emergency activations and year-round.

#### Examples of Capital Project Activities

Water efficiency and appliance upgrades like low-flow toilets, urinals, dishwashers, aerosols, showers, and laundry facilities; water filtration, water purification, and well water filtering; replacement of on-site vegetation with low-water uses and drought-resistant landscaping and irrigation system; low-impact development (LID) measures (e.g., bioretention facilities, rain gardens, rain barrels and rain catchment systems, and permeable pavements)



#### Examples of Community Resilience Services and Programs Activities

Culturally and linguistically appropriate education and materials around water purification, water conservation, and drought-resistant activities; case management and enrollment support for rebate or financial support programs relating to low-water or low-impact development improvements

#### Strategy 3: Air Quality and Public Health

Build or enhance the CRC's capacity to provide clean air during emergency activations and year-round; equip local communities with resources, information, and trainings on public health and extreme weather conditions, including extreme heat; and support social cohesion and community resilience.

#### **Examples of Capital Project Activities**

Filtration upgrades to heating, ventilation, and cooling (HVAC) systems; HVAC system replacement; air filtration and purification appliances; outdoor cooling solutions and heat-reflective measures; passive cooling retrofits and fans; equipment for public health, COVID-19 related needs, and airborne pathogens; indoor and outdoor air monitors

#### Examples of Community Resilience Services and Programs Activities

Culturally and linguistically appropriate education on: heatstroke and other heat-related illnesses and hypothermia and other cold-related illnesses; programs tracking indoor and outdoor air quality, asthma, and public health impacts; community and cultural meetings focused on building local social cohesion and community trust; peer-support networks and services to increase social cohesion and connectedness (e.g., promotora programs, service navigator positions); mutual-support networks and services

#### Strategy 4: Nature-Based Solutions and Food Security

Build or enhance the CRC's capacity to provide food during emergency activations and year-round; develop or strengthen nature-based solutions to mitigate climate impacts; and provide resources, information, and trainings for local community members on nature-based solutions and healthy foods.

#### **Examples of Capital Project Activities**

Urban forestry and community greening; vegetation management; permeable surfaces; conversion to climate-smart landscaping; land acquisition for defensible space and nature-based solutions, including outdoor recreation; community gardens and localized food production; commercial kitchen, food processing, refrigeration, storage, and distribution; livestock grazing in open space



#### Examples of Community Resilience Services and Programs Activities

Cooking and gardening classes; wildfire management trainings; climate-smart landscaping education; resources and trainings on maintenance of defensible space around homes; agricultural and healthy food educational opportunities for children and community members

#### Strategy 5: Emergency Preparedness and Critical Communications

Build or enhance the CRC's capacity to prepare for and withstand emergency activations; develop and strengthen local critical communications infrastructure and networks; and provide local community with resources, information, and trainings for emergencies and critical communications.

#### **Examples of Capital Project Activities**

Seismic retrofits to CRC Facility; installation of broadband and critical communications services and associated upgrades

#### Examples of Community Resilience Services and Programs Activities

Community emergency response team (CERT) and first aid trainings; community-led emergency management, response, and recovery planning and functions; disaster and evacuation planning and education; food, water, PPE, and disaster preparedness kits distribution; portable options like radios and hotspots; development of local phone trees and other measures for emergencies; information on existing emergency alert systems and development of early notification emergency process for priority populations, especially those with disabilities; creation and distribution of in-language pamphlets and multimedia communications on extreme heat, climate, and other emergencies; disaster preparedness trainings, including wildfire evacuations and extreme heat events

#### Strategy 6: Mobility and Access

Build or enhance the CRC's capacity to serve local community members, particularly priority populations, effectively and adequately during emergency activations and year-round; develop or strengthen accessible transportation options to the CRC Facility; and enhance mobility options for local communities.

#### **Examples of Capital Project Activities**

Public transit service extension connected to CRC Facility; bus stop addition; mobile units and shuttles for Access and Functional Needs (AFN) communities, especially older adults, people with disabilities, and transit-dependent community members; purchase and maintenance of electric vehicle (EV) fleet that is wheelchair/motorized scooter accessible based at CRC Facility; EV charging infrastructure; closing gaps in bike and pedestrian network within 1 mile of CRC



Facility (bike lanes, sidewalks); EV car-share; accessible signage, such as for accessible parking and accessible routes

#### Examples of Community Resilience Services and Programs Activities

Development of flexible transit services and programs, including paratransit and vanpools; micro-mobility programs (e.g., bike and electric bikeshare); culturally and linguistically appropriate training on electric vehicle, car-share use, bicycle use and enrollment; safety education programs for active transportation

#### Strategy 7: Workforce Development, Education, and Training

Build or enhance the CRC's capacity to provide local workforce development trainings; develop and provide workforce opportunities and support relevant to local community members' strengths, priorities, and needs; and equip local communities with increased access to leadership and advocacy, civic engagement, jobs and careers, and other economic opportunities.

#### **Examples of Capital Project Activities**

Construction and renovation of classrooms and/or training areas for specific workforce training programs; purchase and maintenance of computer labs

#### Examples of Community Resilience Services and Programs Activities

Trainings on outdoor workers' rights and protections, especially during poor air quality and extreme heat events; General Educational Development Test (GED), solar installation, and other certification programs based at the CRC Facility; local training programs like community health worker certification programs, classes and networking for contractors and other workers; CRC facility equipment trainings, including broadband maintenance, to build local staffing capacity; workforce training for careers in urban forestry, urban agriculture, and ecological restoration; computer literacy classes; entrepreneurship and small business incubation programs; leadership development programs to build local grassroots leadership; career fairs and recruitment opportunities

## 5.4 IMPLEMENTATION PROJECT REQUIREMENTS •

While the strategies and associated eligible activities are intended to provide Applicants with maximum flexibility to best achieve local community priorities, SGC is setting requirements for completed CRC Implementation Grant Projects. By conclusion of CRC Implementation Grant award terms, each CRC Project must meet these baseline requirements. Communities are strongly encouraged to include additional features listed below.



#### **CRC Facility Requirements**

All CRC Projects must involve a physical building. The CRC program cannot fund upgrades *only* to an outdoor space, although improvements to an outdoor space may be eligible in combination with the physical CRC Facility, like a local community center.

By the end of the CRC Implementation Grant award term, all CRC Facilities must meet the required functions and features below.

Projects located in rural communities <sup>18</sup> for whom these requirements present a hardship may request modifications, with justification, for asterisked (\*) functions or features below. In these cases, Applicants must name the asterisked function or feature, provide context for the specific hardship, propose a relevant and feasible modification, and submit a request to staff. Staff will review such requests on a case-by-case basis.

For example, broadband connectivity in rural communities may depend on external factors beyond the scope or an Applicant's control. A relevant and feasible modification to the broadband requirement could include high-speed internet access in the CRC Facility by end of grant term, in addition to purchase and/or maintenance of hotspots, satellite and ham radios, phone trees, and provision of computer access and digital literacy trainings and resources at the CRC Facility.

#### A. Required Functions of Community Resilience Centers

#### All CRCs must be:

- Open and accessible to the public and offer Community Resilience Services and Programs year-round to community members<sup>19</sup>;
- Able to be activated seven (7) days per week for heat waves and other climate emergencies that do not require overnight sheltering; and
- Able to be activated for overnight-shelter 24/7 during larger-scale climate emergencies
   OR able to coordinate transport of community members to an identified nearby evacuation shelter.

CRCs that will provide <u>overnight-shelter during disasters</u> must demonstrate ability to meet the following functions through:

- a) inclusion of these functions on-site at the CRC facility itself; OR
- b) inclusion of these functions through pre-identified and planned local partnerships that will provide these services at a nearby site or through portable options brought in during an emergency:

<sup>&</sup>lt;a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill</a> id=202120220AB211>



<sup>&</sup>lt;sup>18</sup> Please see Appendix A for CRC program definition for "rural communities."

<sup>&</sup>lt;sup>19</sup> AB 211 (Committee on Budget and Fiscal Review, Chapter 574, Statutes 2022).

- Space and supplies needed for people to sleep
- Pet-sheltering\*
- Food distribution or space for food preparation and storage
- Showers and ADA-compliant showers\*
- Refrigeration for medicines
- Laundry\*
- Portable restrooms in the event of water disruptions\*

All proposed CRC Project components will be subject to all applicable local, state and federal codes and regulations necessary to enable their use for the purposes listed above.

Facilities owned or operated by public entities must include the public agency on the application or provide a letter of commitment to enter into an executed agreement with that public agency for the completion of the facility upgrades for which funding is sought by the time the Grant Agreement is signed.

#### B. Required Features of Community Resilience Centers

The facility serving as the resilience center should have capabilities and features that enable the site to be activated for a range of climate and other emergencies. These include:

- ADA-compliant facilities (see ADA Checklist for Emergency Shelters)
- Gender-neutral restrooms
- Heating, Ventilation, and Air Conditioning (HVAC) System
- Air filtration system (MERV 13 at minimum)
- Broadband access\*
- Backup power generation and/or battery storage\*
- Device charging capabilities for cell phones, personal communications devices, medical devices, power wheelchairs, and other assistive devices and technology\*
- Drinking water stored on-site with a plan for re-supply

#### **Optional Features of Community Resilience Centers**

Applicants should also consider facility elements that encourage social cohesion, service delivery, and disaster preparedness, such as: child-care spaces; computer labs; conference rooms; community activity rooms; classrooms; group gathering space to broadcast, display, or share information; medical facilities/resources (medical, behavioral, dental); and outdoor spaces for community programming, food production, and nature-based solutions such as groundwater recapture.

#### C. Required Provision of Services and Use as Community Resilience Center

The facility must remain dedicated to use as a Community Resilience Center for <u>a minimum of</u> <u>15 years</u>. All awarded Applicants will be required to produce either a recorded deed restriction



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or a Memorandum of Unrecorded Grant Agreement by the end of the grant term. This will apply to both leased and owned facilities. (See <u>Section 8: Program Thresholds</u> for additional requirements.)

Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term.

#### **CRC** Required Plans and Processes

Applicants and Partners must provide draft CRC Emergency Plans and Year-Round Community Resilience Plans upon time of application. SGC will provide templates for draft plans with applications. Once awarded, Grantees and Partners will continue to develop their plans. Finished CRC Emergency Plans and Year-Round Community Resilience Plans are due by end of CRC Implementation Grant award term.

#### A. CRC Emergency Plans

Draft CRC Emergency Plans must contain detail on processes and procedures that will take place to: a) activate the CRC facility in response to an emergency to provide weather respite and/or overnight-emergency shelter (if applicable), and b) evacuate the facility if there is an imminent emergency or hazard. These should align with local relevant emergency planning documents including the General Plan Safety Element, Local Hazard Mitigation Plan, and/or County Emergency Operations Plan, at minimum.

Completed CRC Emergency Plans will be due at the end of the grant term and must include all of the following components:

- Emergency communications plan, with a focus on priority populations
- Energy resilience plan for backup power during emergencies and renewable energy generation
- Mobility plan to transport community members to and from the CRC Facility, as well as alignment with or connection to identified accessible evacuation routes
- How Applicants will work with relevant emergency response organizations including, but not limited to: the jurisdiction's Office of Emergency Services, local hospitals or other healthcare providers, utility operators, and social service and volunteer agencies that provide direct service and relief
- Agreements and processes that ensure the CRC will be able to be activated in the case
  of an emergency (including triggers for emergency situations), processes for activating
  the center during an emergency, and defined roles and responsibilities of the different
  organizations involved
- A procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from people with disabilities, resolving any uncertainty in favor of accessibility



All plans must specifically consider how they will serve priority populations and other vulnerable community members. Plans should also consider any anticipated growth in population or density in the communities the CRC will serve, including accounting for population growth due to planned housing development.

Plans should detail any existing or planned shared use agreements for use of the CRC Facility by any organization, including disaster-related relief groups and any local, State, Federal, or Tribal agency in the case of a disaster.

CRCs must coordinate with their County Office of Emergency Services, or the relevant departments responsible for emergency management and planning for the County, to determine procedures for emergency activation. This coordination will be a required and ongoing component throughout the CRC Implementation Grant term. Applicants must demonstrate that they have sent a Notice of Intent to Apply to the County that the CRC is located in. At the time of application, all that is required for CRCs where the County is not a Lead Applicant or Co-Applicant is a copy of a communication sent notifying the relevant County Office of Emergency Services office of their intent to apply. (See Section 9.2: Application Components)

By the end of the grant term, for CRCs where the County is not a Lead Applicant or Co-Applicant, Grantees will be required to submit signed Letters of Commitment or a Memorandum of Understanding/Agreement (MOU/MOA) with County entities detailing emergency activation procedures for the CRC or that identifies the CRC as a shelter resource in a county/regionally developed Emergency Operations Planning (EOP) document. In the case that a Grantee is unable to provide a Letter of Commitment or MOU/MOA, SGC staff will maintain the ability to field requests for alternative means of demonstrating compliance with this requirement.

Note: Projects located on Tribal trust land will not be required to coordinate with County Office of Emergency Services.

#### B. CRC Year-Round Community Resilience Plans

Applicants and Partners must provide a draft CRC Year-Round Community Resilience Plan, outlining proposed Partners, strategies, and activities to ensure CRCs are used year-round, not only during emergencies. Likely components here include services and programs, community events and trainings, and other related activities to ensure the CRC Facility functions as a community-serving location.



#### 5.5 IMPLEMENTATION PROGRAM EVALUATION U

CRC Implementation Grantees must each work with a third-party independent program Evaluator to provide project-related data. In partnership with SGC staff, the Evaluator will develop a statewide program evaluation framework and work with grantees to identify indicators for tracking and monitoring for their project. Once an overall CRC program evaluation framework is developed, in partnership with SGC and grantees, the Evaluator will produce templates to grantees.

The evaluation will seek to provide specific, measurable outcomes achieved by the program that will provide lessons learned and potential recommendations for overall program improvement and insights for future CRC funding rounds, as well as related climate resilience and community resilience funding opportunities. Given CRC program design and objectives, the Evaluator will also closely assess ability to serve priority communities statewide and priority populations at the neighborhood-scale. SGC staff will ensure the Evaluator only collects and shares information and data as appropriate, while respecting confidentiality and sensitivity of demographic information.

The CRC program Evaluator may also support grantees on some reporting, administrative, and communications activities as appropriate. At minimum, CRC program outcomes and evaluation will be reported to SGC staff, the SGC Council, and the Legislature.

The program evaluation will consider, at minimum:

Impact on Climate Resilience – Grantees will need to work with the Evaluator to collect and report on data that will allow them to assess how the CRC Project, space, and resources strengthen local resilience to climate change impacts. This will include a wide range of applicable climate change impacts, including drought, floods, extreme heat, sea level rise, and wildfires. Evaluation will assess the efficacy of the CRC Project, space, and resources at preparing for, responding to, and recovering from climate impacts, through both the Capital Projects included (such as structure hardening, energy backup systems, or transit vehicles used to bring people to the CRC during disasters), as well as the Community Resilience Services and Projects (such as food and water distribution during and after a climate disaster).

Impact on Community Resilience – Grantees will need to work with the Evaluator to collect data that will allow them to assess how the CRC Project, space, and resources impact local community resilience. This may include, but is not limited to, information on: social cohesion, health impacts, economic opportunities, and civic engagement and participation.

Metrics will be collected on usage of the Community Resilience Center in assessing impact of both climate resilience and community resilience. Grantees will need to provide CRC Facility



usage information. This may include but is not limited to: how many people visit the CRC Facility, general information on county of residence, the purpose for attending, and the resource utilized. Usage data will examine CRC Facility usage year-round, as well as during disruptions and disasters such as drought, earthquakes, extreme temperatures, flooding, sea level rise, and wildfires.

## **SECTION 6: ELIGIBILITY**

This section details eligibility requirements for all CRC Grant applications.

## 6.1 ELIGIBLE FACILITY TYPES PDI

CRCs will serve as resilience centers both during specific climate or emergency events, as well as provide ongoing programming and community services year-round. Examples of existing community-serving locations include, but are not limited to: schools, libraries, community centers, youth and/or senior centers, health clinics, places of worship, community colleges, and food banks. Additional possibilities depending on local context include small business incubators, commercial kitchens, workforce development and training facilities, and cultural centers. Regardless of facility type, Applicants must demonstrate how that facility serves (or could serve) the local community both during emergency activations and year-round during non-emergencies.

CRC Facilities and any Campus Amenities associated with a CRC Facility must be publicly accessible year-round.

## Planning Grants P

For CRC Planning Grants applications, at least one proposed site is required per application, by time of application submission. Applicants will be required to demonstrate site control or an ability to gain site control for all proposed Project Sites within the grant term if funding is awarded. (See Appendix E: Site Control)

## Project Development Grant and Implementation Grants 💵 🕕



Applications may include more than one facility that serves as a CRC, provided all facilities included in the application have the same owner. (See Section 6.5: Project Area)

## Project Development Grants



Applications must include an existing facility for retrofits. New construction projects are ineligible for CRC Project Development Grants.

## Implementation Grants



Applications can include existing facilities or new construction projects. By the completion of the CRC Implementation Grant award term, all CRC facilities must meet the CRC Facility Requirements. (See Section 5.4: Implementation Project Requirements)

## 6.2 ELIGIBLE APPLICANT TYPES PDI

All Applicants must be based in California and can include the following:

- California Native American Tribes<sup>20</sup>
- Coalitions or associations of nonprofit organizations <sup>21</sup>
- Community-based organizations, faith-based organizations, and non-governmental organizations (NGOs). Such NGOs may include community-based organizations and may be supported by fiscal sponsors. Such NGOs need not be 501(c)(3) organizations but must be legal entities authorized and empowered to enter into agreements and hold funds.
- Community development finance institutions or community development corporations
- Emergency management, response, preparedness and recovery service providers and organizations
- Philanthropic organizations and foundations, private or nonprofit
- Private sector and consultants
- Public entities, including:
  - Schools and public libraries
  - California incorporated cities
  - California counties, including unincorporated communities
  - Local, regional public agencies, and districts at the county level including community-choice aggregators, special districts, joint powers authorities, councils of governments, and other forms of local government
- Small businesses

#### **Requirements for Public Agencies**

If the Lead Applicant is a public agency, they must provide evidence of a passed formal resolution in the CRC Proposal that includes an authorization to apply for and accept a CRC Implementation Grant, and authority to execute all related documents if awarded. If the public agency is a Co-Applicant, then the Applicant must provide a letter of support from the public agency in the CRC Proposal.

#### Requirements for Private Sector Entities

If the Lead Applicant is a private entity, including private sector or consultants, private philanthropic organizations, and other for-profit entities, the Lead Applicant must:

<sup>&</sup>lt;a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=202120220AB211">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=202120220AB211</a>



<sup>&</sup>lt;sup>20</sup> Native American Heritage Commission (NAHC). 2020. NAHC Tribal Consultation Policy. <a href="https://nahc.ca.gov/wp-2020.n content/uploads/2020/09/Signed-NAHC-Tribal-Consultation-Policy.pdf>

<sup>&</sup>lt;sup>21</sup> AB 211 (Committee on Budget and Fiscal Review, Chapter 574, Statutes 2022).

- Partner with a community-based organization or Tribe that advances climate, racial, economic, or health justice and works with the community the CRC intends to serve.
- Submit a letter of recommendation from the community-based organization or Tribe detailing their history of interaction, collaboration, and outcomes.

#### **Eligibility of State Entities**

State entities, such as agencies, departments, commissions, offices, councils, and interstate compact entities may not apply as the Lead Applicant. However, State entities are eligible as Co-Applicants. The University of California and the California State University systems are exempt from this guidance and may apply as the Lead Applicant, where appropriate.

## 6.3 COLLABORATIVE STAKEHOLDER STRUCTURE PDI



Building upon lessons learned from SGC's Transformative Climate Communities and Regional Climate Collaboratives programs, the CRC program will require a Collaborative Stakeholder Structure, forming local diverse multi-stakeholder partnerships to foster long-term investment in the community's vision for transformation. Collectively, the Collaborative Stakeholder Structure will provide support for public engagement, and drive decision-making throughout project implementation. The Collaborative Stakeholder Structure is designed to overcome challenges inherent in shared decision-making and to build robust local community governance over projects happening in residents' own neighborhoods.<sup>22</sup>

Each CRC Grant application must include a Collaborative Stakeholder Structure. The intent of this structure is to formalize localized, place-based partnerships to ensure consistent buy-in and support; shared values and governance; and alleviation of existing power imbalances that may skew input and decisions, especially under time and resource constraints or emergency conditions.

Statute (AB 211) requires Applicants to demonstrate involvement of community-based organizations (CBOs) and community residents within governance and decision-making processes, including selection and planning of the Project and all subsequent phases of the Project. The Collaborative Stakeholder Structure should also include residents and communitynominated members such as community-based organizations that are not Co-Applicants.

Applications will be evaluated on the degree to which they incorporate community leadership, especially in decisions like site selection, proposal development, and project design, implementation, and evaluation.

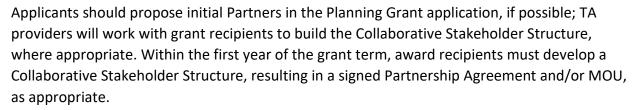
<sup>&</sup>lt;sup>22</sup> Urban Sustainability Directors Network (USDN). 2018. Resilience Hubs: Shifting Power to Communities and Increasing Community Capacity. <a href="https://www.usdn.org/uploads/cms/documents/usdn">https://www.usdn.org/uploads/cms/documents/usdn</a> resiliencehubs 2018.pdf>



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(See Section 8.2: Partnership Agreement and/or MOU; See Appendix B: Collaborative Stakeholder Structure)

### Planning Grants Planning Grants



### A. Partnership Agreement

Within the first year of the grant term, Applicants must develop a Partnership Agreement that is signed by the Lead Applicant and all Co-Applicants that describes the governance, organization, and financial relationships of the Collaborative Stakeholder Structure. Once the grant has been executed, Lead Applicants will be referred to as the "Grantee," and Co-Applicants as "Partners". (See Section 10: Grant Administration; See Appendix B: Collaborative Stakeholder Structure)

### B. Memorandum of Understanding (MOU)

Any Applicant whose Planning Area crosses municipal boundaries, federally recognized Tribal territory boundaries, or similarly relevant jurisdictional boundaries is required to submit a letter of commitment from each relevant public agency at the time of application. A signed MOU will be required before the grant is executed. The letters must state that the agency is: aware of the CRC Planning Grant Application and the requirements in these Guidelines; and intends to sign and execute an MOU that complies with the terms below if the Application is selected for an award:

- Outlines how all public agencies and Tribal governments in the Collaborative Stakeholder Structure will effectuate and manage the grant.
- Arrangement and commitment of full-time equivalent positions from each public agency and/or Tribal government to implement the CRC grant – including implementing Capital Projects, conducting planning activities, developing, and implementing policies, and participating in collaborative governance.
- Systems designed to coordinate successful execution of the CRC grant. This should include the responsibilities, expectations, communication systems, staffing plans, and adequate budget for each entity.
- Public agency or Tribal government responsible for leading coordination among government entities, including resolving any challenges arising from having multiple jurisdictions contained within the Project Area. This entity may be the Lead Applicant, a



Co-Applicant, an independent project manager contracted by the Lead Applicant, or another appropriate arrangement.

# Project Development Grants and Implementation Grants **1**



The Lead Applicant and all Co-Applicants must form a Collaborative Stakeholder Structure to develop and submit one (1) application. The Collaborative Stakeholder Structure must involve multi-stakeholder partnerships and include local residents and community-nominated members, such as CBOs.

### A. Partnership Agreement

Applicants must develop a Partnership Agreement that is co-developed by the Lead Applicant and all Co-Applicants that describes the governance, organization, and financial relationships of the Collaborative Stakeholder Structure (CSS). The Partnership Agreement can be submitted as an unsigned draft. If awarded, SGC may request changes to the terms of the Partnership Agreement during the post-award consultation process. The Partnership Agreement will need to be executed before the Grant Agreement is signed. The CSS will govern implementation of the entire CRC Grant. Once the grant has been executed, Lead Applicants will be referred to as the "Grantee," and Co-Applicants as "Partners."

Applicants whose Proposals contain more than one CRC facility must still be governed by one CSS, although the specific Partners operating at each site may vary.

(See Section 10: Grant Administration)

### B. Memorandum of Understanding (MOU) for Multiple Jurisdictions

Any Applicant whose Project Area crosses municipal boundaries, federally recognized Tribal territory boundaries, or similarly relevant jurisdictional boundaries is required to submit a draft Memorandum of Understanding (MOU) that outlines how all public agencies and Tribal governments who collectively have jurisdiction over the entire Project Area will effectuate and manage the grant.

Applicants may either submit a MOU separate from the required Partnership Agreement that outlines the Collaborative Stakeholder Structure or submit an all-encompassing MOU that defines the governance structure for both the a) CRC Project Area with multiple jurisdictions, and b) CRC Collaborative Stakeholder Structure.

(See Section 8.2: Partnership Agreement and/or MOU)

### 6.4 PLANNING AREA AND SITE IDENTIFICATION P



All CRC Planning Grant Applicants are required to define a Planning Area and justify selection through discussion of relevant strategies and activities within that Planning Area. The Planning



Area must contain a specific CRC Facility site, which is the primary focus of the CRC Planning Grant proposal. If a Planning Area bridges jurisdictions, then completing an MOU between relevant parties will be required within the first year of grant term.

Tribal Projects located on restricted fee lands must comply with the requirements of the jurisdiction on which the land is located.

# 6.5 PROJECT AREA **D**

All CRC Project Development Grant and Implementation Grant Applicants are required to define a Project Area. The Project Area must encompass the CRC Facility, Campus Amenities connected to the CRC Facility, and community resilience services and programs based out of the CRC Facility.

Campus Amenities included as part of an application must:

- Be on the same parcel as the resilience center or an adjoining parcel of a Community Resilience Center, OR
- Be within a one-mile radius of the Community Resilience Center and be along a route that is accessible to pedestrians and individuals using wheelchairs or other mobility devices, or accessible by vehicle, by the end of the grant term.

Applications that include more than one CRC Facility must explain how the separate facilities will serve distinct communities within their region.

Transportation to and from the CRC may extend beyond the limits of the identified Project Area.

Tribal Projects located on restricted fee lands must comply with the requirements of the jurisdiction on which the land is located.



### **SECTION 7: ELIGIBLE COSTS**

# 7.1 ELIGIBLE AND INELIGIBLE COSTS PDI

# Eligible Costs for All Grant Types PD1

For CRC Planning Grant eligible costs, see <u>Section 3.2: Eligible Planning Activities</u>. For CRC Project Development Grant eligible costs, see <u>Section 4.2: Eligible Project Development</u>

<u>Activities.</u> For CRC Implementation Grant eligible costs, see <u>Section 5.2: Eligible Implementation</u>

<u>Activities</u>, and <u>Section 5.3: Implementation Strategies</u>.

# Ineligible Costs for All Grant Types PD1

CRC Grant funds may not be used for the following costs for all Grant types:

- Indirect costs in excess of 12% of the awarded CRC funds, with the exception of Federally Recognized Native American Tribes, who may use the indirect cost rate negotiated with the federal government
- Expenses and activities incurred outside the term of the grant award
- Costs associated with community engagement and outreach that include: direct cash benefits or subsidies to participants; alcoholic refreshments; participant incentives, such as door prizes, which are unrelated to specific community work products; and general meetings that do not specifically discuss or advance implementation of the CRC Project.
- Advocacy work, such as direct lobbying for the passage of specific bills or local propositions
- Commission fees
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Services, materials, or equipment obtained under any other State program
- Real estate brokerage fees and/or expenses
- Stewardship of legal defense funds
- Costs that would supplant other committed funds for any element of the proposal, including Capital Projects and Community Resilience Programs and Services
- Fossil-fuel powered appliances and infrastructure, such as diesel generators and gaspowered appliances
- Ongoing operational, maintenance, or staffing costs beyond the grant term
- Bonus payments of any kind

### Ineligible Characteristics Applicable to All Projects

The following project characteristics will result in ineligibility:

Projects without logical termini or independent utility



- Projects that are acquisition only
- Projects that cannot demonstrate site control during the grant term
- Projects that will acquire property through eminent domain
- Projects that are in active litigation
- Projects without long-term operations and maintenance plans

### Ineligible Costs for Planning Grants

CRC Grant funds may not be used for costs associated with construction or ground disturbance activities for CRC Planning Grants.

# 7.2 COST BREAKDOWNS PDI

# All Grant Types **PD**

#### **Indirect Costs**

Indirect costs may account for up to 12% of the total CRC grant award, minus any funds for equipment purchases with a per unit cost of \$5,000 or more. The 12% maximum of indirect cost applies to all entities including University of California (UC) and California State University (CSU) entities, except for Federally Recognized Native American Tribes which may use the indirect cost rate negotiated with the federal government.

Indirect costs are costs of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Indirect costs include, but are not limited to:

- Personnel costs associated with administrative, supervisory, legal, and executive staff;
- Personnel costs associated with support units, including clerical support, housekeeping, etc.; and
- Operating expenses and equipment costs not included as part of direct project costs (functions such as accounting, budgeting, audits, business services, information technology, janitorial; and rent, utilities, supplies, etc.).

Documentation related to the determination of the Grantee's indirect cost rate must be retained by the Grantee for audit purposes.

# Implementation Grants

Eligible cost categories for using grant funds for Implementation Grants are detailed below. Applicants must ensure that costs proposed in the program budget are eligible for funding. Costs deemed ineligible in the application review process will be removed and the Project's recommended total award will be adjusted accordingly.



#### A. Direct Implementation Costs

Direct implementation costs are defined as costs directly tied to the implementation of the grant agreement including, but not limited to: personnel costs for project management and grant administration, labor, subcontracts, equipment costs, travel expenses, translation and interpretation, etc. The Lead and Co-Applicants must ensure sufficient resources are allocated to grant administration, which includes grant invoicing and reporting. Direct implementation costs include funding for implementation of Capital Projects, as well as Community Resilience Services and Programs.

### **Capital Projects**

Costs related to CRC Facility construction and retrofits, as well as Campus Amenities. A minimum of 51% of the grant award must be spent on Capital Projects. In addition to construction and other direct implementation costs, funding for Capital Projects also includes pre-development and basic infrastructure costs. Pre-development costs include, but are not limited to, soft costs for activities such as construction or project plans, specifications and estimates including but not limited to: planning, engineering, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements. Basic infrastructure costs include water, wastewater, broadband, and energy infrastructure connections that will serve the CRC Facility and/or Campus Amenities.

### **Community Resilience Services and Programs**

Costs related to services and programs that build community resilience to climate and other disasters.

### B. Community Engagement and Outreach

CRC Implementation Grant Applicants may propose costs related to the development and administration of engagement and outreach activities to support grant implementation. Community engagement and outreach costs include, but are not limited to:

- Materials developed for outreach events, trainings, and other grant activities
- Access to proprietary data or research materials
- Facilitation for meetings
- Language access through translation and interpretation services for meetings and written materials
- Marketing and advertisements
- Participant compensation that is an exchange of payment for services rendered in the development of community work products, and appropriately documented with deliverables such as sign in sheets or written surveys
- Transportation stipends and provision of transportation services for community residents, such as a vanpool



- Rental costs of equipment, facilities, or venues
- Provision of childcare services for community residents at collaborative sponsored events
- Food and refreshments that are determined to be an integral part of the event.
   Examples of activities where it would be appropriate to approve food purchase would include a design charrette held in the evening, where the meal is consumed as part of the event and replaces a meal otherwise missed by attending the event

Please note that Community Resilience Services and Programs include their own budgets for additional, dedicated community engagement and outreach specific to those services and programs.

### C. Data Collection and Indicator Tracking

CRC Implementation Grant Applicants must set aside a minimum of 3% of their total budget for evaluation costs. The amount should be decided depending on the existing capacity of the Applicants to participate in evaluation activities including coordinating with a third-party Evaluator to collect and report data. (See Section 10: Grant Administration)

A summary of eligible cost categories and their associated requirements is detailed in Table 1 below.

Table 1. CRC Implementation Grant Eligible Cost Categories

Cost Category	Description	Funding Requirement
Direct Implementation Costs – Capital Projects	Costs related to implementation of CRC facility and campus amenities. Also includes predevelopment and basic infrastructure costs.	A minimum of 51% of proposed grant funds
Direct Implementation Costs – Community Resilience Services and Programs	Costs related to services and programs that build community resilience to climate and other disasters.	None
Community Engagement and Outreach	Costs related to the development and administration of engagement and outreach activities to support grant implementation.	None

Description

Costs of doing business that are not directly tied to the grant but are necessary for the

Costs associated with collecting and tracking

data for purposes of program evaluation.

general operation of the organization.

**Cost Category** 

**Indirect Costs** 

Data Collection and

**Indicator Tracking** 

Funding Requirement			
A maximum of 12% of			
proposed grant funds			
(except for Federally			

recognized Tribes)

A minimum of 3% of

proposed grant funds

CALIFORNIA STRATEGIC GROWTH COUNCIL

### **SECTION 8: PROGRAM THRESHOLDS**

This section outlines 5 components detailing threshold requirements for the CRC Implementation Grant: community engagement and outreach, Partnership agreement and/or memorandum of understanding, site readiness, Applicant capacity (management and financial capacity), and long-term use of the CRC Facility. Upon submission of a Full Application, each application must meet all thresholds to advance from the Program Thresholds screen onto the interagency review panel. (See Section 9.3: Program Thresholds)

### 8.1 COMMUNITY ENGAGEMENT **D**

Applicants must demonstrate how community residents and CBOs informed Project Proposals and selected the Project Area, as well as how they will remain engaged throughout project design, application, implementation, and evaluation phases.

To ensure that grant funds provide direct, meaningful, and assured benefits to under-resourced communities, the CRC Program requires that Applicants work with community members and stakeholders through direct engagement. Applicants must involve residents, organizations, and businesses from the Project Area and key stakeholders in all phases of CRC Proposal development and implementation. CRC Proposals should be designed to meet residents' needs that are identified through a documented outreach and engagement process. Applicants must tailor community engagement to their local community through partnerships with local CBOs.

Applicants must also use proven methods of engagement to facilitate direct participation of community residents, including ensuring translation of meetings and materials, scheduling meetings at times that are convenient to community members, and engaging community members in information gathering as well as outreach.

Note: See <u>Appendix C: Community Engagement</u> for additional considerations.

# 8.2 PARTNERSHIP AGREEMENT AND/OR MEMORANDUM OF UNDERSTANDING **D**1

Applicants must submit draft Partnership Agreements and/or an MOU with all parties relevant for the proposed CRC Implementation Grant or CRC Project Development Grant upon submission of a Full Application.



### A. Partnership Agreement

Applicants must develop a Partnership Agreement that is co-developed by the Lead Applicant and all Co-Applicants that describes the governance, organization, and financial relationships of the Collaborative Stakeholder Structure (CSS). The Partnership Agreement can be submitted as an unsigned draft. If awarded, SGC may request changes to the terms of the Partnership Agreement during the post-award consultation process. The Partnership Agreement will need to be executed before the Grant Agreement is signed. The CSS will govern implementation of the entire CRC Grant. Once the grant has been executed, Lead Applicants will be referred to as the "Grantee," and Co-Applicants as "Partners."

Note: For more information about the SGC relationship with Grantees and Partners, see <u>Section</u> 10.3: Grantees, Partners, and Subcontractors.

Partnership Agreements must, at minimum:

- Detail the governance structure between Partners and a conflict resolution process for resolving disputes
- Demonstrate how community-based organizations and community residents will be involved in the governance and decision-making processes for the Project throughout the grant term.

Applicants whose Proposals contain more than one CRC facility must still be governed by one CSS, although the specific Partners operating at each site may vary. (See <u>Appendix B:</u> <u>Collaborative Stakeholder Structure</u>)

### B. Memorandum of Understanding (MOU) for Multiple Jurisdictions

Any Applicant whose Project Area crosses municipal boundaries, federally recognized Tribal territory boundaries, or similarly relevant jurisdictional boundaries is required to submit a draft Memorandum of Understanding (MOU) that outlines how all public agencies and Tribal governments who collectively have jurisdiction over the entire Project Area will effectuate and manage the grant.

The MOU must, at minimum, define the following:

- Arrangement and commitment of full-time equivalent positions from each public agency and/or Tribal government to implement the CRC grant - including implementing Capital Projects, conducting planning activities, developing and implementing policies, and participating in collaborative governance.
- Systems designed to coordinate successful execution of the CRC grant. This should include the responsibilities, expectations, communication systems, staffing plans, and adequate budget for each entity.



 Public agency or Tribal government responsible for leading coordination among government entities, including resolving any challenges arising from having multiple jurisdictions contained within the Project Area. This entity may be the Lead Applicant, a Co-Applicant, an independent project manager contracted by the Lead Applicant, or another appropriate arrangement.

All CRC MOUs may be submitted as drafts (non-executed) as long as they demonstrate the appropriate draft terms. If awarded, SGC may request changes to the terms of the MOU during the Post-Award Consultation Process. The MOU must then be executed during the Post-Award Consultation Process before the Grant Agreement is signed.

### 8.3 SITE-READINESS **D**



### Project Development Grants

Readiness requirements for Project Development Grants ensure that proposed basic infrastructure components can be constructed within the grant term.

#### Site Control

Applicants must demonstrate site control to demonstrate readiness prior to implementation. Applicants that want to establish facilities or expand existing facilities on property not owned by the Applicant, must prove a legally binding commitment or letters of commitment to sell that clearly states the ownership or leasehold interests of the parties. See Appendix E: Site Control, for methods Applicants may use to demonstrate site control.

#### **Permits**

At the time of application, Applicants must identify all permits required to implement all proposed components of the application, and that the permit(s) can be obtained within the grant term.

#### Resolution

If the Lead Applicant is a public agency, they must provide evidence of a passed formal resolution in the CRC Proposal that includes an authorization to apply for and accept a CRC Project Development Grant, and delegated authority to execute all related documents if awarded.

### Operations and Maintenance Plan

Applicants must also submit an Operations and Maintenance Plan, which must detail indebtedness for all properties included in the CRC application.

# Implementation Grants



Readiness requirements include California Environmental Quality Act (CEQA) documentation, site control, permits, financial feasibility, project schedules, facility condition assessments,





construction cost estimates, facility floorplans, and operations and maintenance plans. Readiness requirements must be complete prior to beginning project implementation, unless otherwise specified in the list below. Projects will be carefully vetted during the application review to ensure that readiness status is accurately reflected in application materials and additional documents may be requested of Applicants in advance of the awards.

### California Environmental Quality Act (CEQA)

All Applicants must be able to demonstrate that environmental review will be completed within the first year of the grant term.

Before submitting an application, Applicants should consult with the public agency or agencies that have permitting authority over the Projects in the application to determine what is required to comply with CEQA.

- For Projects that meet the readiness requirements at the time of application, the Applicant and/or Co-Applicants must demonstrate and provide documentation showing that the Project is CEQA compliant.
- For Projects that will be ready within the first year of the grant term, Applicants must report on the Projects' CEQA status and must demonstrate that any pending environmental review will be completed within the first year of the grant term.

#### **CEQA Documentation**

For Projects that are categorically or statutorily exempt, the following documentation is required: A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; <u>OR</u> documentation that the Project is CEQA compliant, including but not limited to:

- A resolution adopted by the legislative body (e.g., City Council, Board of Supervisors)
  confirming a project's exemption. If a resolution or similar mechanism is not available or
  does not exist, meeting minutes documenting the legislative body's consideration and
  approval of the project's CEQA compliance may be submitted.
- A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director).

A file-stamped Notice of Determination is required for all other Projects.

### Statutes of Limitation

SGC will notify Grantees that they may begin work on a Project once all readiness requirements have been met, including CEQA completion. However, Projects are still subject to statutes of limitation for legal challenges, which vary depending on the type of CEQA filing and whether a CEQA filing occurs (Public Resources Code, § 21167):

- Filing a Notice of Determination: 30 days
- Filing a Notice of Exemption: 35 days
- No filing: 180 days



Grantees must notify SGC when the statutes of limitations have lapsed for each Project, and if any legal challenges arise. If a legal challenge is brought against a Project, SGC has the authority to issue a Stop Work Order.

#### Site Control

Applicants must demonstrate site control to demonstrate readiness prior to implementation. Applicants that want to establish facilities or expand existing facilities on property not owned by the Applicant, must prove a legally binding commitment or letters of commitment to sell that clearly states the ownership or leasehold interests of the parties. See <u>Appendix E: Site</u> <u>Control</u>, for methods Applicants may use to demonstrate site control.

### **Project Site Analysis**

Applicants must conduct a project site analysis demonstrating the road capacity around the proposed CRC Project Site, a land-use analysis for compatibility or an existing planning document that identifies the potential sites for these uses such as a community-specific plan, and consultation with emergency service providers about site location (especially for emergency ingress and egress).

#### **Permits**

At the time of application, Applicants must identify all permits required to implement all proposed components of the application and demonstrate that the permit(s) can be obtained within the grant term. Documentation of the permits will be used to evaluate the experience and management capacity of the Applicant.

### Financial Feasibility

Applicants must be able to demonstrate that the Project is financially feasible as evidenced by documentation including, but not limited to, a market study, project pro-forma, sources and uses statement, proposed operating budget, multi-year pro-forma or other feasibility documentation, as relevant.

### **Project Schedule**

For each Capital Project, Applicants must provide a baseline project schedule prior to implementation of that Project. The project schedule must include project activities and durations and must be broken down in sufficient detail to manage the work.

### **Facility Condition Assessment**

Prior to signing of the grant agreement, all applicants whose proposal includes an existing facility must provide a Facility Condition Assessment (FCA) conducted by a licensed professional that provides an overview of the current condition of building systems and structures, cost of repair or replacement of any building systems or structures, costs associated with replacement of building components as they degrade, the expected useful life of building systems and structures, and recurring probable expenditures.



Applicants are strongly encouraged to conduct a Facility Condition Assessment prior to application but may have until the signing of the grant agreement to submit their completed FCA. If an FCA conducted after application submittal finds building systems or structures in need of repair or replacement that have not been accounted for in the original project budget, grantees will be required to re-allocate funding from another component of their proposal to cover the cost of the identified repairs/replacement.

See Appendix G: Facility Condition Assessments for details on what assessments should include.

### Other Requirements

Applicants must also submit the following documentation required to implement the Capital Projects:

- Construction cost estimates created by a third-party to the grantee team that gives cost estimates for the total proposed Capital Project
- CRC Facility Floor plans that detail space for features identified in the proposal (e.g. seating, storage of emergency supplies, potential battery storage)
- Operations and Maintenance Plan, which must detail indebtedness for all properties included in the CRC application

The State may request additional documentation to assess site readiness and feasibility. All Capital Projects must align with applicable local/regional plans and regulations.

#### Resolution

If the Lead Applicant is a public agency, they must provide evidence of a passed formal resolution in the CRC Proposal that includes an authorization to apply for and accept a CRC Implementation Grant, and delegated authority to execute all related documents if awarded.

# 8.4 APPLICANT CAPACITY PDI

# All Grant Types **PD**



Each Lead and Co-Applicant must provide a Letter of Commitment and describe the full or parttime staff dedicated to planning in the proposed Work Plan and Budget.

# Project Development Grants

Applicants that include construction of basic infrastructure must provide sufficient information to demonstrate their management and financial capacity. Lead and Co-Applicants must demonstrate the ability to oversee, manage, and implement large infrastructure projects.

### Management Capacity

To demonstrate management capacity, the Lead and Co-Applicants must provide evidence of the Lead Entity having successfully implemented a similar project within the last 10 years,



describe the full or part-time staff dedicated to implementation, and provide a letter of support from one (1) reference who can speak to the quality and timeliness of work completed by the Lead Entity.

### Financial Capacity

Lead Applicants and Co-Applicants must possess the financial capacity to adhere to the reimbursement processes of the CRC Program and defined by the Partnership Agreement. See Section 10.4: Disbursements and Accounting of Funds, for details about the reimbursement process.

To demonstrate financial capacity, the Lead and Co-Applicants must provide a current annual organizational budget and recent financial statements, as specified in the application.

Non-profit organizations must submit a copy of their most recent Federal Form 990 and a copy of the organization's IRS 501(c)(3) Tax Determination Letter. Any Applicant that had an audit finding in the last five (5) years is required to enclose it in the application in an official letter.

### Implementation Grants



Lead Applicants must provide sufficient information to demonstrate their management and financial capacity.

### Management Capacity

Lead Applicants' and Co-Applicants' ability to oversee, manage, and implement infrastructure projects is essential. The Lead and Co-Applicants also must possess the capacity to implement the Partner coordination, community outreach, evaluation, and reporting components critical to the grant.

To demonstrate management capacity, the Lead and Co-Applicants must:

- Identify the Lead Applicant or Co-Applicant responsible for leading the implementation of each Capital Project or activity (the "Lead Entity");
- Provide evidence of the Lead Entity or Co-Applicant having successfully implemented a similar project in scope and size in California within the last 10 years;
- Describe the full or part-time staff that will be dedicated to CRC Program Implementation; and
- Provide a letter of support from one (1) reference who can speak to the quality and timeliness of work completed by the Lead or Co-Applicant.

Applicants should dedicate sufficient staff to implementing the CRC project, including sufficient capacity for grant administration and coordination depending on the size and complexity of the project.



### Financial Capacity

Lead Applicants and Co-Applicants must possess the financial capacity to adhere to the reimbursement processes of the CRC Program and defined by the Partnership Agreement. See Section 10.4: Disbursements and Accounting of Funds, for details about the reimbursement process and eligibility for advance payment.

To demonstrate financial capacity, the Lead and Co-Applicants must provide a current annual organizational budget, and recent financial statements, as specified in the application.

Non-profit organizations must submit a copy of their most recent Federal Form 990 and a copy of the organization's IRS 501(c)(3) Tax Determination Letter. Any Applicant that had an audit finding in the last five (5) years is required to enclose it in the application in an official letter.

### 8.5 LONG-TERM USE OF THE CRC FACILITY **D**



### Project Development Grants

Grantees whose Projects include an infrastructure component must provide a legally binding document by the end of the grant term that demonstrates the facility's dedicated use as a community-serving facility for a minimum of 15 years after project implementation is complete. Applicants must either provide a recorded deed restriction or a Memorandum of Unrecorded Grant Agreement (MOUGA).

Leased facilities must provide both a copy of the lease and a signed letter of commitment from the landowner giving permission to develop the proposed Project and provide long term maintenance, as applicable, satisfactory to the SGC.

### Implementation Grants



Applicants must provide a legally binding document by the end of the second year of the grant term that demonstrates that the facility will remain dedicated to use as a Community Resilience Center for a minimum of 15 years after project implementation is complete. Applicants must either provide a recorded deed restriction or a Memorandum of Unrecorded Grant Agreement (MOUGA).

Leased facilities must provide both a copy of the lease and a signed letter of commitment from the landowner giving permission to develop the proposed Project and provide long term maintenance, as applicable, satisfactory to the SGC.



# **SECTION 9: APPLICATION**

### 9.1 APPLICATION TIMELINE AND PROCESSES PD 1



CRC Planning Grants, Project Development Grants, and Implementation Grants will be evaluated and awarded through a competitive process. Applications will be submitted electronically and SGC will provide instructions with the Notice of Funding Availability (NOFA) and Application materials. All applications and submitted materials will be treated in accordance with Public Records Act requirements and certain information subject to those requirements will be publicly disclosed. SGC will post a summary of all applications received prior to funding decisions. Staff recommendations will be made available for public review ten (10) days prior to SGC's public meeting where the Strategic Growth Council will consider Staff's award recommendations.

# Planning Grants and Project Development Grants P



### Technical Assistance (TA) Intake Survey Phase (optional)

One eligible entity will complete a CRC TA intake survey on behalf of their Collaborative Stakeholder Structure. TA intake survey responses will describe overall CRC concept and potential project ideas, local community, potential Partners, and forms of TA requested.

CRC Program Staff and application TA provider will review submissions of the TA intake survey and match prospective Applicants with TA as appropriate.

Completion of a TA intake survey is optional. Applicants may submit CRC Planning Grant or Project Development Grant applications without completing the TA intake survey.

### **Application Phase**

One eligible entity, on behalf of their Collaborative Stakeholder Structure, will complete a CRC Planning Grant or CRC Project Development Grant application and submit materials to SGC.

CRC Staff will first evaluate applications to ensure that they are both eligible and complete. Staff will then evaluate applications using the Program Thresholds below. Applicants will then have a brief window to resubmit any missing information that is flagged by CRC Program Staff. If an Applicant is unable to meet the Program Thresholds, their Proposal will not proceed to the next step of the review process.

If a Proposal meets all Program Thresholds, CRC Program Staff and an interagency review panel will evaluate the Proposal using the Scoring Criteria below. Applicants will receive a single score out of 100 points. Staff will recommend awards based on these scores. Applicants who have



met Program Thresholds may be invited to an interview with CRC Program Staff and potentially members of the interagency review panel.

Based on the interagency review of the applications and interviews, Staff will finalize and prepare award recommendations to present to the SGC Council Members for final approval. Final funding decisions will be subject to programmatic considerations including diversity of project types and geographic locations, including but not limited to variety of climate impacts, representation from rural and urban, incorporated and unincorporated communities. The Strategic Growth Council will make final awards at a Council meeting.

### Implementation Grants



CRC Implementation Grants will employ a two-phase application process, including a Pre-Proposal and Full Application phase. Submitting a Pre-Proposal for a CRC Implementation Grant is required in order to submit a Full Application. CRC Program Staff will determine which CRC Implementation Grant Pre-Proposal Applicants receive technical assistance (TA).

The intent of the two-phase application process is to decrease the application burden on Applicants, offer input and guidance earlier in the application process, and to ensure promising projects invest in a full application process with necessary TA.

### **Pre-Proposal Phase**

One eligible entity will submit a CRC Implementation Pre-Proposal, similar to a concept paper, describing the proposed CRC Implementation Project, on behalf of their Collaborative Stakeholder Structure.

CRC Program Staff will screen Pre-Proposals and provide high-level feedback but no scores. Feedback may include recommendations to pursue an alternative CRC grant type or funding round or strengthen work on program thresholds. Staff will also determine which Pre-Proposals receive TA.

Applicants are not beholden to project details submitted in the Pre-Proposal for their Full Application. To qualify for Application TA, a CRC Implementation Grant Applicant must submit a Pre-Proposal.

### **Full Application Phase**

CRC Implementation Grant Applicants who choose to advance from the Pre-Proposal Phase will complete a CRC Implementation Grant Full Application. This application must be developed in Partnership with other Co-Applicants through a Collaborative Stakeholder Structure.

CRC Program Staff will first evaluate Proposals using the Program Thresholds below. Program Thresholds are based on eligibility and CRC Program requirements. Applicants will then have a brief window to resubmit any missing information that is flagged by CRC Program Staff. If an



Applicant is unable to meet the Program Thresholds, their Proposal will not proceed to the next step of the review process.

If a Proposal meets all Program Thresholds, CRC Program Staff and an interagency review panel will evaluate the Proposal using the Scoring Criteria below. Applicants will receive a single score out of 200 points. Staff will recommend awards based on these scores.

Following review of Full Applications, Staff will conduct interviews and/or site visits that may include a third-party facility assessment for top scoring Applicants. If relevant, Staff will coordinate with Applicants for interviews, site visits, or facility assessments. These elements will also be scored.

Based on the interagency review of the applications and interviews, Staff will finalize and prepare award recommendations to present to the SGC Council Members for final approval. Final funding decisions will be subject to programmatic considerations including diversity of project types and geographic locations, including but not limited to a variety of climate impacts, representation from rural and urban communities, incorporated and unincorporated communities. The Strategic Growth Council will make final awards at a SGC Council meeting.

# 9.2 APPLICATION COMPONENTS PDI

# Planning Grants P

The Completed Application for CRC Planning Grants must include:

- Information on local community and residents, especially priority communities, priority populations, and other vulnerable residents
- Summary of local climate risks, exposures, and adaptation and resilience measures
- Summary of local community resilience
- Summary of community engagement to date, including descriptions of type, quality, depth, methods, and previous data or work developing a plan
- Planning activities within the Planning Area and how they will advance communityidentified priorities, especially for priority community, priority populations, and other vulnerable residents

In addition to the Completed Application, a Lead Applicant must submit the following:

- Narrative description of Vision Statement and Planning Area, and how CRC Planning Proposal will meet all CRC Planning Grant Program Objectives
- Completed Workplan, with clear timelines, discrete tasks, and detailed deliverables
- Community Engagement Plan, including proposed Partners for future Collaborative Stakeholder Structure and proposed plan for community engagement activities during grant term, if awarded.
- Budgets with sufficient detail, broken down by task and line item



- Letters of commitment from the Lead and Co-Applicants and other documentation to demonstrate Applicant's Capacity (management and financial capacity)
- Additional documentation to meet requirements for advance payment, if relevant
- Letters of support, if appropriate

### Project Development Grants **D**

The Completed Application for CRC Project Development Grants must include:

- Information on local community and residents, especially priority communities, priority populations, and other vulnerable residents
- Summary of local climate risks, exposures, and adaptation and resilience measures
- Summary of local community resilience
- Summary of community engagement to date, including descriptions of type, quality, depth, methods, and previous data or work developing a plan

In addition to the Completed Application, a Lead Applicant must also submit the following:

- Narrative description of Vision Statement and Project Area, and how CRC Project Development Proposal will meet all CRC Project Development Grant Program Objectives
- Completed Workplan Template, with clear timelines, discrete tasks, and detailed deliverables.
- Community Engagement Plan. Must include Partners in Collaborative Stakeholder Structure and a proposed plan for community engagement activities during grant term, if awarded.
- Draft Partnership Agreement and draft MOU, if relevant
- Budgets broken down by task and line item, accompanied by sufficient supporting documentation: Quotes must be provided for the purchase of any electronics, equipment above \$5,000, and for subcontractors above \$100,000.
- Site readiness documentation and letters of support and/or commitment, if relevant.
- Letters of commitment from the Lead and Co-Applicants and other documentation to demonstrate Applicant's Capacity (management and financial capacity).
- Additional documentation to meet requirements for advance payment, if relevant.

### Implementation Grants



### **Pre-Proposal Phase**

- Concept paper, no longer than five (5) pages, including a narrative description of: proposed CRC site and Facility, Campus Amenities, services and programs; proposed Partners; and overall vision
- Confirmation of receipt of CRC Implementation Grant preliminary threshold checklist, which details required thresholds by time of Full Application submission, year one and two of grant term, and end of grant term



• <u>Completed Technical Assistance survey</u>, noting anticipated TA needs to facilitate a TA match process.

### **Full Application Phase**

The Completed Application for CRC Implementation Grants must include:

- Information on local community and residents, especially priority communities, priority populations, and other vulnerable residents
- Summary of local <u>climate risks</u>, exposures, and adaptation and resilience measures
- Summary of local community resilience
- Summary of <u>community engagement to date</u>, including descriptions of type, quality, depth, methods, and previous data or work developing a plan
- At least four (4) CRC Strategies within the Project Area and how they will advance community-identified priorities, especially for priority populations, and other vulnerable residents
- Draft CRC Emergency Plan
- Draft CRC Year-Round Community Resilience Plan

In addition to the Completed Application, a Lead Applicant must also submit the following in combination with the Collaborative Stakeholder Structure:

- Narrative description of Vision Statement, Project Area, and how the CRC Implementation Proposal will meet all CRC Program Objectives.
- Completed Workplan Template, with clear timelines, discrete tasks, and detailed deliverables.
- Community Engagement Plan. Must include Partners in Collaborative Stakeholder Structure and a proposed plan for <u>community engagement activities during grant term</u>, if awarded.
- Draft Partnership Agreement and draft MOU, if relevant
- Budgets broken down by task and line item, accompanied by sufficient supporting documentation: Quotes must be provided for the purchase of any electronics, equipment above \$5,000, and for subcontractors above \$100,000.
- Site readiness documentation and letters of support and/or commitment, if relevant.
- Certification that programs and services will be publicly available
- Letters of commitment from the Lead and Co-Applicants and other documentation to demonstrate Applicant's Capacity (management and financial capacity).
- Demonstration of overall financial feasibility of proposed Project. Must include financial
  feasibility plan for construction of CRC Capital Projects, which can include leveraged
  funding or other revenue streams. Must include financial sustainability of CRC, including
  ongoing operations, maintenance, and staffing for services and programs. Must include
  minimum number of years of community resilience services. Documentation can
  include, but is not limited to, market study, project pro-forma, multi-year pro-forma,
  sources and uses statement, and operating budget.
- Additional documentation to meet requirements for advance payment, if relevant.



# 9.3 PROGRAM THRESHOLDS PDI

CRC staff will first evaluate all applications to ensure timely submission, eligibility, completeness, and compliance with submission requirements. Only completed applications that meet all Program Thresholds will advance to the interagency review panel.

Program Thresholds include the following:

### Planning Grants Planning Grants

- General Completeness: All required materials are completed and submitted on time. Workplans adhere to appropriate period and contain sufficient detail. Budgets contain sufficient detail and comply with submission requirements.
- Applicant Eligibility: Lead Applicant is an eligible entity and demonstrates commitment to a signed Partnership Agreement by end of year one of term for their Collaborative Stakeholder Structure.
- Facility Eligibility: The Applicant demonstrates an ability to gain site control for all proposed sites within the Grant Term
- Planning Area Eligibility: The Planning Area is clearly defined, and site(s) are identified and eligible.

# Project Development Grants

- General Completeness: All required materials are completed and submitted on time. Workplans adhere to appropriate period and contain sufficient detail. Budgets contain sufficient detail and comply with submission requirements.
- Applicant Eligibility: Draft Partnership Agreement for the Collaborative Stakeholder Structure with commitment for a signed final version by time of grant agreement.
- Facility Eligibility: Application includes one or more existing facility proposed for use as a CRC
- Project Area Eligibility: Project Area is clearly defined, and site(s) are identified and eligible. (See <u>Section 6: Eligibility</u>)
- Community Engagement (See <u>Section 8.1: Community Engagement</u>)
- Site Readiness (See Section 8.3: Site-Readiness)
- Applicant Capacity (See <u>Section 8.4: Applicant Capacity</u>)
- Long-term Use of the CRC Facility (See Section 8.5: Long-Term Use of the CRC Facility)
- Evidence of passed formal resolution by public agency, including authorization to apply for and accept a CRC Implementation Grant, and authority to execute all related documents if awarded (if relevant)



### Implementation Grants

- General completeness, timely submission, and compliance with submission requirements
- Applicant eligibility: Collaborative Stakeholder Structure completed with draft Partnership Agreement and/or draft MOU for Projects that contain multiple jurisdictions
- Project Area eligibility (see Section 6: Eligibility)
- Community Engagement: Completed Community Engagement Plan submitted (see Section 8.1: Community Engagement)
- Site Readiness (see Section 8.3: Site-Readiness)
- Applicant Capacity (see Section 8.4: Applicant Capacity)
- Long-Term Use of CRC Facility (see <u>Section 8.5: Long-Term Use of the CRC Facility</u>)
- CRC Strategies: Discussion of at least four (4) CRC strategies (see Section 5.3: *Implementation Strategies*)
- Draft CRC Emergency Plan and Year-Round Community Resilience Plan (see Section 5.4: Implementation Project Requirements)
- Evidence of passed formal resolution by public agency, including authorization to apply for and accept a CRC Implementation Grant, and authority to execute all related documents if awarded (if relevant)

### 9.4 SCORING CRITERIA PDI



### Planning Grants Planning Grants

CRC Planning Grant Proposals will be scored out of a total of 100 points according to the following criteria. Further detail on scoring criteria will be provided in the CRC Planning Grant Application materials.

Table 2. CRC Planning Grants Scoring Criteria Summary

SCORING CRITERIA	POINTS
CRC Vision and Objectives	15 points
Community Profile and Engagement Plan	25 points
Lead Applicant Capacity	15 points
Project Impact and Feasibility	40 points
Sharing Plan	5 points
TOTAL	100 points

#### CRC Vision and Objectives (15 points total)

- **3 points:** Planning Area is clearly defined and site(s) are identified.
- **5 points:** Vision Statement reflects CRC Planning Grant Program Objectives and approach.



• **7 points:** Proposed Activities effectively advance all CRC Planning Grant Program Objectives and are eligible activities.

#### **Community Profile and Engagement Plan (25 points total)**

- **6 points:** Clear, comprehensive, compelling narrative description of local community and <u>community resilience</u>, including strengths and opportunities. Must identify and describe local priority populations and other vulnerable residents at the neighborhood scale.
- **3 points:** Detailed summary of local community engagement to date.
- 3 points: Diverse proposed community Partners for future Collaborative Stakeholder Structure.
- **8 points:** Comprehensive proposed <u>Community Engagement Plan</u> for grant term, demonstrating multi-stakeholder partnerships, variety of methods, clear priorities and tailored strategies for local community. Must include outreach, engagement, and improved outcomes for local priority populations and other vulnerable residents.

The CRC program will award the following additional points to Proposals including the following in a Collaborative Stakeholder Structure: (5 total possible points)

- **1 point**: Proposals where the <u>Lead Applicant</u> is a California Native American Tribe, an eligible entity having co-ownership with a California Native American Tribe, or an eligible entity established by a California Native American Tribe to undertake climate resilience projects.
- **1 point:** Proposals that include a <u>California Native American Tribe or Tribal communities</u> in CSS. Must demonstrate role in CSS governance and decision-making.
- **1 point:** Proposals that include in CSS at least one partner with experience relevant to <u>priority</u> <u>populations</u>. Experience here includes lived experience from a priority population. (See full list in <u>Section 2.3: Priority Communities and Priority Populations</u>)
- **1 point:** Proposals that include in CSS at least one partner with expertise serving <u>priority</u> <u>populations</u>. Expertise can include subject matter expertise, professional expertise like advocacy, and/or providing direct services and programs
- **1 point**: Proposals that include in CSS at least one partner with expertise on any of the following elements from <a href="Program Objectives">Program Objectives</a>: workforce development, education, and training; local leadership and grassroots engagement; civic and community development; and/or climate resilience awareness and activities

#### Lead Applicant Capacity (15 points total)

- **7 points:** Demonstration of financial capacity: ability to receive funds, execute the grant, and subcontract as needed.
- **8 points:** Demonstration of management and organizational capacity: readiness and capacity to implement the proposed work on time and within budget.

#### Project Impact and Feasibility (40 points total)

 10 points: Demonstrated need or value of proposed planning activities, including demonstration of building climate resilience and community resilience through anticipated project benefits and



outcomes. Use Cal-Adapt<sup>23</sup> Local Climate Snapshot tool to provide a preliminary baseline. Add best available data (quantitative, qualitative, narrative, spatial), inclusive of regional, local, and/or community data and discuss gaps and needs for local priority populations. Must include local climate risks, exposures, and adaptation and resilience measures, both current and historic, and how proposed planning activities will build local climate resilience.

- **5 points:** Effective design of proposed strategies and activities to deliver meaningful benefits and outcomes to local priority populations.
- **8 points:** Proposed Workplan provides clear, comprehensive plan with activities focused on the proposed Planning Area and site, sequenced appropriately, and inclusive of entire grant term. Specific activities meet Program Objectives; build climate resilience and community resilience; and meaningfully prepare the local community to implement a future Community Resilience Center.
- 7 points: Overall project design and feasibility are clear, relevant, and appropriate, given the Project
  Vision Statement, Program Objectives, and specific local community. Timeline and budget provide
  clear understanding of local community strengths, technical needs, and various strategies. Timeline
  must include discrete tasks and detailed deliverables. Budgets have adequate detail and
  demonstrate financial feasibility.
- **8 points:** Demonstrated ability to directly meet readiness requirements to apply for CRC Rounds 2 and 3 Implementation Grants.

#### Additional points: (2 total possible points)

- 1 point: Proposals located in and benefitting priority communities.
- **1 point:** Proposals located in and benefitting unincorporated communities and/or rural communities.

#### **Sharing Plan (5 points total)**

Replicability and usefulness for other communities with clear, effective plan for sharing.

<sup>&</sup>lt;sup>23</sup> Cal-Adapt: State of California-verified best available climate data downscaled projections, in coordination with CA Climate Change Assessments. Created by UC Berkeley Geospatial Innovation Facility, with funding and advisory oversight by the California Energy Commission and California Strategic Growth Council. <a href="https://cal-adapt.org/tools/local-climate-change-snapshot">https://cal-adapt.org/tools/local-climate-change-snapshot</a>



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### Project Development Grants **D**



CRC Project Development Grant Proposals will be scored out of a total of 100 points according to the following criteria. Further detail on scoring criteria will be provided in the CRC Project Development Grant Application materials.

Table 3. CRC Project Development Grants Scoring Criteria Summary.

SCORING CRITERIA	POINTS
CRC Vision and Objectives	5 points
Community Profile and Community Engagement	10 points
Capacity	15 points
Project Impact	35 points
Project Design and Feasibility	30 points
Sharing Plan	5 points
TOTAL	100 points

#### **CRC Vision and Objectives (5 points total)**

- **2 points:** Project Area is clearly defined and site(s) are identified.
- 3 points: Vision Statement reflects CRC Project Development Grant Program Objectives and approach. Proposed Activities effectively advance all CRC Project Development Grant Program Objectives and are eligible activities.

#### **Community Profile and Community Engagement (10 points total)**

- 3 points: Clear, comprehensive, compelling narrative description of local community, including strengths and opportunities. Must identify and describe local priority populations and other vulnerable residents at the neighborhood scale. Effective design of proposed strategies and activities to deliver meaningful benefits and outcomes to local priority populations.
- **2 points:** Detailed summary of local <u>community engagement to date</u>.
- 3 points: Comprehensive proposed Community Engagement Plan for grant term, demonstrating multi-stakeholder partnerships, variety of methods, clear priorities and tailored strategies for local community. Must include outreach, engagement, and improved outcomes for local priority populations and other vulnerable residents.

#### Capacity (15 points total)

- 7 points: Demonstration of financial capacity: ability to receive funds, execute the grant, and subcontract as needed.
- 8 points: Demonstration of management and organizational capacity: readiness and capacity to implement the proposed work on time and within budget.

#### Project Impact (35 points total)



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- 10 points: Demonstrated need or value of proposed activities, including demonstration of building climate resilience and community resilience through anticipated project benefits and outcomes. Use Cal-Adapt<sup>24</sup> Local Climate Snapshot tool to provide a preliminary baseline. Add best available data (quantitative, qualitative, narrative, spatial), inclusive of regional, local, and/or community data and discuss gaps and needs for local priority populations. Must include local climate risks, exposures, and adaptation and resilience measures, both current and historic, and how proposed planning activities will build local climate resilience.
- **10 points:** Evidence of how proposed activities will specifically meet Program Objectives within grant term: (a) advance development of CRC sites, (b) ensure or improve access to a CRC, and (c) strengthen local community resilience in connection with a proposed CRC.
- **8 points:** Proposed Workplan provides clear, comprehensive plan with activities focused on the proposed Project Area and site, sequenced appropriately, and inclusive of entire grant term. Specific activities meet Program Objectives; build climate resilience and community resilience; and meaningfully prepare the local community to implement a future Community Resilience Center.

#### Project Design and Feasibility (30 points total)

- **5 points:** Overall project design and feasibility are clear, relevant, and appropriate given the Project Vision Statement, Program Objectives, specific site, and specific local community. Proposal adequately details basic infrastructure and pre-development activities and costs, in accordance with Program Objectives.
- **5 points:** Demonstrated ability to complete all site readiness requirements and thresholds by CRC Project Development Grants program deadlines.
- **10 points:** Timeline and budget provide clear understanding of local community strengths, technical needs, and proposed activities. Timeline must include discrete tasks and detailed deliverables. Budgets have adequate detail and demonstrate financial feasibility.
- **5 points:** Demonstration of financial sustainability, inclusive of operations and maintenance costs and services and programs.
- **5 points:** Demonstrated ability to directly meet readiness requirements to apply for CRC Rounds 2 and 3 Implementation Grants.

#### Additional points: (2 total possible points)

- 1 point: Proposals located in and benefitting priority communities.
- **1 point:** Proposals located in and benefitting disadvantaged unincorporated communities, Tribal communities, and/or rural communities.

#### **Sharing Plan (5 points total)**

Replicability and usefulness for other communities with clear, effective plan for sharing.

<sup>&</sup>lt;sup>24</sup> Cal-Adapt: State of California-verified best available climate data downscaled projections, in coordination with CA Climate Change Assessments. Created by UC Berkeley Geospatial Innovation Facility, with funding and advisory oversight by the California Energy Commission and California Strategic Growth Council. <a href="https://cal-adapt.org/tools/local-climate-change-snapshot">https://cal-adapt.org/tools/local-climate-change-snapshot</a>



### Implementation Grants



CRC Implementation Grant Proposals will be scored out of a total of 200 points according to the following criteria. Further detail on scoring criteria will be provided in the CRC Implementation Grant Application materials.

Table 4. CRC Implementation Grants Scoring Criteria Summary

SCORING CRITERIA	POINTS
CRC Vision and Objectives	20 points
Community Profile and Engagement Plan	40 points
Capacity and Partnerships	40 points
Project Impact	65 points
Project Feasibility	30 points
Sharing Plan	5 points
TOTAL	200 points

Top-scoring CRC Implementation Grant Applicants will advance to interviews and/or site visits, which may include a third-party facility assessment. These Applicants will be scored out of an additional 25 points (225 points total) for strength of partnerships, project design and feasibility, and project and community impact.

#### **CRC Vision and Objectives (20 points total)**

- **5 points:** Project Area is clearly defined and complies with program requirements.
- **5 points:** Vision Statement reflects CRC Implementation Grant Program Objectives and approach.
- 10 points: CRC strategies and proposed activities effectively advance all CRC Implementation Grant Program Objectives.

#### Community Profile and Engagement Plan (40 points total)

- 15 points: Clear, comprehensive, compelling narrative description of local community and community resilience, including strengths and opportunities. Must identify and describe local priority populations and other vulnerable residents at the neighborhood scale.
- **10 points:** Detailed summary of local community engagement to date.
- 15 points: Comprehensive proposed Community Engagement Plan for grant term, demonstrating multi-stakeholder partnerships, variety of methods, clear priorities, and tailored strategies for local community. Must include outreach, engagement, and improved outcomes for local priority populations and other vulnerable residents.

#### Capacity and Partnerships (40 points total)

- 10 points: Demonstration of Lead Applicant's financial capacity, including ability to receive funds, execute the grant, and subcontract as needed.
- 10 points: Demonstration of Lead Applicant's management and organizational capacity, including readiness and capacity to implement the proposed work on time and within budget.



• 15 points: Evidence of strong, effective multi-stakeholder partnerships secured in Collaborative Stakeholder Structure (CSS), through draft Partnership Agreement and/or MOU. Every CRC Implementation Grant requires a CSS. Per statute, each CSS must include representation of CBOs and local residents in governance and decision-making. Should include how Partners have worked together in the past, if relevant.

The CRC program will award the following additional points to Proposals including the following in a Collaborative Stakeholder Structure: (5 total possible points)

- **1 point:** Proposals where the <u>Lead Applicant</u> is a California Native American Tribe, an eligible entity having co-ownership with a California Native American Tribe, or an eligible entity established by a California Native American Tribe to undertake climate resilience projects.
- **1 point:** Proposals that include a <u>California Native American Tribe or Tribal communities</u> in CSS. Must demonstrate role in CSS governance and decision-making.
- **1 point:** Proposals that include in CSS at least one partner with experience relevant to <u>priority populations</u>. Experience here includes lived experience from a priority population (see full list in Section: Priority Communities and Priority Populations)
- 1 point: Proposals that include in CSS at least one partner with expertise serving <u>priority</u> <u>populations</u>. Expertise can include subject matter expertise, professional expertise like advocacy, and/or providing direct services and programs
- **1 point:** Proposals that include in CSS at least one partner with expertise on any of the following elements from <a href="Program Objectives">Program Objectives</a>: local leadership and grassroots engagement, civic and community development, and climate resilience awareness and activities. (See <a href="Section 5.1: CRC">Section 5.1: CRC</a> <a href="Implementation Grant Program Objectives">Implementation Grant Program Objectives</a>)

#### **Project Impact (65 points total)**

- **20 points:** Demonstrated need or value of proposed strategies and activities, including demonstration of building climate resilience and community resilience through anticipated project benefits and outcomes. Use Cal-Adapt<sup>25</sup> Local Climate Snapshot tool to provide a preliminary baseline. Add best available data (quantitative, qualitative, narrative, spatial), inclusive of regional, local, and/or community data. Discuss gaps and needs for local priority populations. Must include local climate risks, exposures, and adaptation and resilience measures, both current and historic. Proposed Capital Project design elements appropriately and effectively respond to identified climate hazards.
- **5 points:** Effective design of proposed strategies and activities to deliver meaningful benefits and outcomes to local priority populations.
- **18 points:** Proposed <u>Workplan</u> provides clear, comprehensive plan with activities focused on the proposed Project Area and site, sequenced appropriately, and inclusive of entire grant term. Specific

<sup>&</sup>lt;sup>25</sup> Cal-Adapt: State of California-verified best available climate data downscaled projections, in coordination with CA Climate Change Assessments. Created by UC Berkeley Geospatial Innovation Facility, with funding and advisory oversight by the California Energy Commission and California Strategic Growth Council. <a href="https://cal-adapt.org/tools/local-climate-change-snapshot">https://cal-adapt.org/tools/local-climate-change-snapshot</a>



- Item 25.
- activities meet Program Objectives; build climate resilience and community resilience; and meaningfully prepare the local community to implement a future Community Resilience Center.
- 15 points: Draft Emergency Plan and Year-Round Community Resilience Plan demonstrate ability to serve local community during emergencies and year-round, with specific attention to priority populations.
- 2 points: Long-Term Usage of CRC Facility to ensure CRC will continue to serve local community. Evidence of ability to exceed 15 years minimum of CRC facility usage post- grant term.

#### Additional points: (5 total possible points)

- **1 point:** Proposals located in and benefitting priority communities.
- 1 point: Proposals located in and benefitting unincorporated communities and/or rural communities.
- 1 point: Proposals that include a partnership with a workforce development organization or workforce development board. Can be for CRC facility construction/retrofits and/or services and programs.
- 1 point: Proposals that demonstrate an ability to pursue additional labor and workforce measures like a Community Workforce Agreement, Community Benefits Agreement, Project Labor Agreement, and/or local hire or targeted hire practices for construction and retrofits.
- 1 point: Proposals that demonstrate additional or strengthened labor and workforce measures beyond the State prevailing wage requirement during the grant term. Such measures can include pathways into union pre-apprenticeship and apprenticeship programs for workers, worker benefits and protections, worker safety, and considerations for worker voice.

#### **Project Feasibility (30 points total)**

- 5 points: Overall project design and feasibility are clear, relevant, and appropriate given the Project Vision Statement, Program Objectives, specific site, and specific local community. Proposal bridges physical infrastructure and social infrastructure elements: includes CRC Facility, Campus Amenities, and community resilience services and programs.
- 5 points: Demonstrated ability to complete all site readiness requirements (see Section 8.3: Site-Readiness) and CRC Implementation Project Requirements (see Section 5.4: Implementation Project Requirements) by program deadlines.
- 10 points: Timeline and budget provide clear understanding of local community strengths, technical needs, and various strategies. Timeline must include discrete tasks and detailed deliverables. Budgets have adequate detail, align with percentage caps presented, and demonstrate financial feasibility.
- 10 points: Demonstration of financial sustainability, inclusive of operations and maintenance costs and services and programs.

#### **Sharing Plan (5 points total)**

Replicability and usefulness for other communities with clear, effective plan for sharing.



### **SECTION 10: GRANT ADMINISTRATION**

Below is a brief description of the grant administration responsibilities and principles for CRC Planning Grants, Project Development Grants, and Implementation Grants.

### 10.1 FUNDING AVAILABILITY AND AWARD AMOUNT P





SGC received \$110 million to implement Round 1 of the CRC Program through provision of grants, staff support, and third-party technical assistance. Because the program seeks to serve communities serving a diverse set of community needs, Applicants have the flexibility to request the amount of funding needed to carry out the work described in their proposal for the grant term.

- \$5 million for CRC Planning Grants, each ranging from \$100,000 to \$500,000.
- \$9.6 million for CRC Project Development Grants, each ranging from \$500,000 to \$5 million.
- \$84 million for **CRC Implementation Grants**, each ranging from \$1 million to \$10 million.

The exact award amounts provided are contingent on the competitive selection process. Possible reasons for why an Applicant might not receive their full funding request include:

- Concerns regarding the feasibility of all proposed activities within the grant term
- Removal of ineligible costs that are included in the proposal
- If funding remains after awarding the highest scoring Applicants, partial awards may be made to the next highest-scoring Applicant(s)

SGC retains the right to make partial awards and to reallocate funds between CRC Round 1 Grant types in the event of undersubscription and/or ineligibility.

# 10.2 GRANT TERMS PDI

Planning Grant terms are two (2) years, with the option to extend on a case-by-case basis.

Project Development Grant terms are two (2) years, with the option to extend on a case-bycase basis.

Implementation Grant terms are five (5) years: a four (4) year Project Completion Period, followed by a one (1) year Performance Period, during which Project outcomes will be monitored and grant close-out activities will conclude.



### 10.3 GRANTEES, PARTNERS, AND SUBCONTRACTORS



Grants will be executed between SGC and the Lead Applicant only. SGC will not enter into any contractual relationship with any Co-Applicants or subcontractors.

Once the grant has been executed, the Lead Applicant will be referred to as the "Grantee" and Co-Applicants will be referred to as "Partners."

Project Development and Implementation grant agreements for CRC Projects where the Lead Applicant is a Federally recognized Native American Tribe will include language giving SGC a right to sue the Tribe for breach of the grant agreement in California state courts.

### 10.4 DISBURSEMENTS AND ACCOUNTING OF FUNDS P





### Advance Payment

SGC may provide advance payments to qualifying awards to ensure effective implementation of the program. Advance payments can be up to 25% of the total grant award, spread across a series of installments between the start date identified in the grant agreement until June 30, 2025. The complete schedule, process, and reporting requirements for advance pay will be determined in the Grant Agreement.

Per CRC Program's specific advance pay authority, advance payment will be limited to the service portions of awards when the Grantee is a community-based private non-profit agency<sup>26</sup>, which includes but may not be limited to, community-based organizations and nongovernmental organizations. Government entities, including City and County government and Federally Recognized California Native American Tribes, are not eligible for advance payment.

All Grantees eligible for advance payment will be required to prioritize Partners that experience low cash reserves to receive advances.

To receive advance pay, the Grantee must do the following:

<sup>&</sup>lt;sup>26</sup> The term "community-based agency" means a private nonprofit organization (including a church or other religious entity) that is representative of a community or a significant segment of a community; and is engaged in meeting human, educational, environmental, or public safety community needs. [42 US Code § 12511(10)] < https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def id=42-USC-1928820618-870868799&term occur=999&term src=title:42:chapter:129:subchapter:1:division:A:section:12511>



### *At The Time of Grant Agreement:*

- Demonstrate good standing and no tax delinquency with the California Franchise Tax Board and California Department of Tax and Fee Administration<sup>27</sup>
- Demonstrate 501(c)(3) status or other demonstration of non-profit/NGO status for Partners that will receive advance payment
- Provide description of how the organizations that will receive advance payment are representative of a community or a significant segment of a community and are engaged in meeting human, educational, environmental, or public safety community needs. This may be included in the Collaborative Stakeholder Structure description.
- Provide the Collaborative's workplan
- Provide a spending plan for each Partner receiving advance payment
- Sign an agreement that they will: revert all unused moneys to the State if they are not liquidated within the timeline specified in the grant agreement or in the case of noncompliance/misuse of funds; communicate and document changes to spending plan; keep advanced funds separate in accounting records from CRC grant recipients' other funds; and allocate all interest earnings from advanced funds to the CRC grant's advanced funds for use on the Project or returned to the State.

#### Before payment:

- Complete an advance payment request form that includes itemized budget for the period of the grant the costs will cover
- Provide a spending timeline including anticipated spend down over a set period of time

### After prior advance pay is expended, the Grantee will provide a progress report that includes:

- A high-level summary of work completed
- Itemized Receipts
- Invoice for grant activities that were not covered by the advance payment (if applicable)
- Their next advance payment request form (if applicable)

#### **Disbursement Process**

The Grantee cannot request advance payment or reimbursement for any costs incurred or work completed before grant execution. Grantees may request advance payment or reimbursement from SGC.

- For CRC Planning and Project Development Grants: on a quarterly basis (every three (3) months).
- For CRC Implementation Grants: on a bimonthly basis (every two (2) months).

<sup>&</sup>lt;sup>27</sup> Check past due balance (<<u>https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html</u>>) and sales tax websites (<<u>https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm</u>>.



SGC will retain the last 5% the overall grant budget, to be paid once the State has determined that the grant terms have been fulfilled. For reimbursement payments, Partners must invoice the Grantee before the Grantee submits an invoice to SGC. The Grantee will be responsible for compiling all invoices, supporting documentation, and reporting materials for themselves and the Partners into a single package. Once the package has been approved for payment, funds will be disbursed to the Grantee. The Grantee is responsible for disbursing payment to their Partners in accordance with their signed Partnership Agreement.

Tribes will not be required to sign a limited waiver of sovereign immunity to receive payments on a reimbursement basis from SGC through the CRC Program.

# 10.5 REPORTING REQUIREMENTS PDU



Grantees are responsible for the following categories of reporting:

# All Grant Types PPI



### Regular Check-Ins

All Grantees can expect to participate in regular check-in meetings with CRC staff and contractors. During these meetings, Grantees can describe their work and CRC staff can offer feedback and guidance on draft deliverables. During each check-in meeting, CRC staff will take notes on accomplishments, challenges, and lessons learned to identify emerging trends, best practices, opportunities for greater support, and success stories. CRC staff and contractors will also support Grantees in meeting the various administrative criteria, developing financial and grant management processes, and building connections between Grantee(s) and State and Federal agencies.

### Check-in Frequency

The Lead Applicant, as the liaison between CRC staff and the Partners, will participate in more frequent check-in meetings with CRC staff and contractors. The Grantee check-in meeting schedule will align with the invoicing schedule. Partners can expect to participate in two (2) full collaborative check-ins each grant year.

### **Progress Reports**

In addition to regular check-ins, Grantees will submit annual progress reports that provide updates on the overall status of the grant. They will include high-level questions not captured in the regular check-ins.

Grantees will also need to submit a Final Report on the overall status of the grant including lessons learned, barriers, and success stories.



### **Budget Reports**

An inventory of purchased equipment will be reported annually and at the end of the grant term.

Detailed Work Plans and Budgets will be revised on a regular basis. These documents will contain more detail than the Grant Agreement and will be used as administrative tracking tools between the Grantee and the State.

### Reporting Templates and Forms

SGC will provide templates for the progress reports, work plan, budget, invoice form, advance payment request form, and reimbursement request forms. These documents will record the Project's expenditures and assess general progress on deliverables.

# Implementation Grants 🕕



### Data Collection and Indicator Tracking

Grantees will work with a third-party Evaluator that will develop an overall evaluation framework for the CRC program and work with Grantees to identify indicators for tracking and monitoring for their Project. The evaluation will seek to provide specific, measurable outcomes achieved by the program that will provide lessons learned and potential recommendations for overall program improvement. (See Section 5.5: Implementation Program Evaluation)

# 10.6 PREVAILING WAGE REQUIREMENTS **D**



CRC-funded Projects may be subject to State Prevailing Wage Requirements, pursuant to Section 1700 of the California Labor Code. The California Labor Code requires payment of local prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects. A "public work" is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

Grantee must ensure the following on "public work" activities under this Grant Agreement:

- Prevailing wages are paid
- The Project budget and invoices for labor reflects prevailing wage requirements, or if exempt, provide the applicable exemption to SGC with the Project budget
- The Project complies with all other requirements of prevailing wage law, including but not limited to, keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

Grantee shall ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee shall ensure that all agreements with its Partners and



Subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects.

The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

- Grantee can identify the rates for prevailing wage on the DIR website<sup>28</sup> Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.
- If Grantee is unsure whether the CRC Project or individual projects receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.
- If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship, or other significant requirements of California prevailing wage law, it is recommended the Grantee consult DIR and/or a qualified labor attorney.

### 10.7 OWNERSHIP **D**



The following section outlines the long-term governing principles for ownership of Project elements funded by the CRC grant.

# Project Development Grants and Implementation Grants **1**



### **Equipment**

For any equipment purchased or built with funds that are reimbursable as a direct cost of the CRC Project, as determined by SGC, the Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on the title. During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. On completion or early termination of the Grant Agreement, the State will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area; in making that determination, the State will consider the useful life of the equipment, and the Grantee may be required to refund the State for the fair market value of equipment that continues to have a usable life, but is no longer required for grant implementation. Grantee will be required to maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of a Grant Agreement.

#### **Vehicles**

For any vehicles acquired with funds that are reimbursable as a direct cost of the CRC Project, the Grantee, Lead Entity, or Subcontractor, as applicable, must be the sole owner on title. Vehicles acquired – including, but not limited to, bicycles, cars, buses, vans, rail passenger

<sup>&</sup>lt;sup>28</sup> California Department of Industrial Relations. 2018. <a href="https://www.dir.ca.gov/">https://www.dir.ca.gov/</a>



equipment – must be maintained in a state of good repair and dedicated to the described use during the grant term and to public transportation use for their full useful life.

#### Infrastructure

For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the CRC Project, the Grantee, Lead Entity, or an appropriate public agency or subcontractor, as applicable, must be the sole owner of the title or leasehold.

Capital Projects owned or operated by public entities must include the public agency on the application or include an executed agreement with that public agency for the completion of the resilience center upgrades for which funding is sought before the grant agreement is signed.

If the ownership or use of equipment, vehicles, or infrastructure changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by SGC.

# 10.8 PUBLICITY REQUIREMENTS PDD

CRC Grantees are required to use SGC names and/or logo for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the CRC grant.

# 10.9 AUDIT AND RECORD RETENTION PD 1

All records, physical and electronic, must be adequately protected from loss, damage, or destruction for possible audit(s). The Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of the Grant Agreement and interview any employees who might reasonably have information related to such records.

Further, Grantee agrees to include a similar right of the State to audit records and interview staff of any Partners and Subcontractors related to performance of the Grant Agreement.

- Grantee, Partners, and Subcontractors must maintain copies of Project records four (4)
  years after all terms of the Grant Agreement are fulfilled, unless a longer period of
  records retention is stipulated.
- The State retains the right to conduct an audit each year during the grant term and up to four (4) years after all terms under the Grant Agreement are fulfilled.
- The State may require recovery of payment from the Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.



# 10.10 PERFORMANCE PDI

SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement. Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses; inability to meet performance requirements or scheduled milestones; failure to complete or failure to make a good faith effort to complete the CRC Project as a whole or any CRC Project Components; and/or failure to comply with the Guidelines or terms and conditions of the Grant Agreement.

SGC will notify Grantee, in writing, if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance. Grantee must respond to a determination of non-performance within thirty (30) days either by a) acting on corrective actions and notifying SGC of actions taken, or b) disputing SGC's findings in writing. SGC, without waiver of other rights or remedies, may require the Grantee to re-perform any actions defined in this Grant Agreement if determined to be not performed in accordance with the Grant Agreement.

SGC may withhold any payments due to Grantee until the Grantee brings the individual project or CRC Project back into full compliance. Costs and expenses for these actions shall be borne by the applicable Grantee, Partner, or Subcontractor.

SGC has the right to issue a Stop Work Order for an individual project or the CRC Project and suspend payments to the Grantee. SGC reserves the right to issue a Stop Work Order if there is a breach in the leveraged funding commitments that put components of the Project at risk of not being completed.

Both SGC and the Grantee have the right to terminate the Grant Agreement prior to the end of the grant term upon 30 calendar days of written notice. The written notice shall specify the reason for early termination and may permit SGC or the Grantee to rectify any deficiencies prior to the termination date.



# **SECTION 11: TECHNICAL ASSISTANCE**

# 11.1 APPLICATION TECHNICAL ASSISTANCE PDI

To support the development of competitive Proposals, SGC will offer application TA from third-party providers (TA providers) to eligible Applicants for the CRC Implementation, Project Development, and Planning Grants. Depending on the volume of applications received, SGC Staff will prioritize Applicants from priority communities for application TA for both Implementation and Planning Grants (See Section 2.3: Priority Communities and Priority Populations). SGC will prioritize Disadvantaged Unincorporated Communities, Tribal Communities, and Rural Communities for application TA for Project Development Grants. Figure 2 below summarizes technical assistance offered: Application TA to support Applicants during application development, and Implementation TA to support awarded Grantees.

# Important points about Application TA:

All Implementation Grant Applicants must complete a technical assistance survey that indicates intent to apply and willingness to participate in technical assistance within the first two (2) weeks following the release of the Notice of Funding Availability (NOFA) to be eligible for TA.

All Applicants selected for TA must undergo a threshold review with TA providers during the first month of the application period. This review will help Applicants determine if they can meet all Program Thresholds (see <u>Section 9: Application</u>) and help them to reach an informed decision on whether to complete a full Implementation Grant application. Applicants who do not continue with a full implementation application can choose to complete a Planning Grant or Project Development Grant application. The evaluation completed by the TA providers with the Applicants will be used to inform, but not disqualify, the Applicants.

Receiving Application TA does not guarantee that an Applicant will be awarded a CRC Grant.

# Planning Grants P

Application TA activities for CRC Planning Grants may include, but are not limited to:

- Frameworks, tools, and templates for CRC Applicants
- Direct application assistance, including review of responses and application coordination

# Project Development Grants **D**

Application TA activities for CRC Project Development Grants may include, but are not limited to:



- Item 25.
- Assistance developing Community Engagement Plans, Emergency Plans, Year-Round Community Resilience Plans (plans can be further refined during CRC grant award term)
- Financial analysis and budget development
- Identification of Project Area and cost estimates for basic infrastructure components
- Direct application assistance, including review of responses and application coordination

# Implementation Grants U



Application TA activities for CRC Implementation Grants may include, but are not limited to:

- Assistance developing Community Engagement Plans, Emergency Plans, Year-Round Community Resilience Plans (plans can be further refined during CRC grant award term)
- Financial analysis and budget development
- Identification of Project Area, integration of Capital Projects, and cost estimates
- Assessment of project readiness
- Provision of templates for feasibility studies and energy audits
- Direct application assistance, including review of responses and application coordination

# 11.2 IMPLEMENTATION TECHNICAL ASSISTANCE



Awardees of any of the 3 CRC grant types (Planning, Project Development, Implementation) may receive Implementation TA and other technical support from representatives of SGC and other State entities throughout the implementation of their CRC Proposal for a timeframe to be determined by SGC.

SGC will also provide Implementation TA to CRC awardees through a third-party TA provider.

# All Grant Types **PD**





Implementation TA activities for all grants may include but are not limited to:

- Support on robust, meaningful, and culturally appropriate community engagement
- Support with management for Collaborative Stakeholder Structure process
- Assistance in developing project management and fiscal management systems
- Assistance in attracting and leveraging additional financing that will support the longterm sustainability of the Community Resilience Center and associated services and programs
- Provide best practices and resources for finalizing the emergency plan and Year-Round Community Resilience Plans
- Assistance strengthening organizational capacity to integrate implementation efforts



Figure 2 below summarizes technical assistance offered: Application TA to support Applicants during application development, and Implementation TA to support awarded Grantees.

Figure 2. CRC Grant Technical Assistance Timeline



# **SECTION 12: APPENDICES**

# APPENDIX A: GLOSSARY AND KEY TERMS

Access and Functional Needs (AFN) – Term referring to individuals who are or have: physical, developmental, or intellectual disabilities; chronic conditions or injuries; limited English proficiency; older adults; children; low-income, homeless, and/or transportation disadvantaged or public transit-dependent; and pregnant people.<sup>29</sup> For CRC program, described as "Priority Populations."

**Activate** – For CRC program, "activate" refers to the mobilization of CRC facilities, services and programs, emergency plans, and/or personnel needed to respond for an emergency event. This is distinct from "blue sky" conditions or year-round services and programs. Activation details will vary based on specific facility capabilities, the type of emergency, and needs of the local community and priority populations.

**Adaptive Capacity** - The ability of systems, institutions, humans, and other organisms to adjust to potential damage, take advantage of opportunities, or respond to consequences. Vulnerable communities have less adaptive capacity to cope with, adapt to, and recover from climate impacts. Adaptive capacity can be assessed by using publicly accessible tools.

**Advance Payment** - Any payment made to a contractor before work has been performed or goods have been delivered. Advance payments are permitted only if authorized by statute. (For example, interagency agreements may provide for advance payments under (GC § 11257.)<sup>30</sup>

**Applicant** - The Lead Applicant and co-Applicants are collectively referred to as "Applicants."

**Application or Proposal** - A submittal comprised of responses and supporting documents to apply for the grant.

**Awarded** - An agency commits funding to implement projects (e.g., executed a grant agreement with a Grantee; transferred funds to another agency or program administrator).

**California Native American Tribe** - A Native American Tribe that is on the contact list maintained by the Native American Heritage Commission (NAHC) for the purposes of Chapter 905 of the Statutes of 2004 (Pub. Resources Code, § 21073).

<sup>&</sup>lt;sup>30</sup> California Department of General Services (DGS). 2022. *State Contracts Manual (SCM), Volume 1 Glossary.* < <a href="https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting">https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting</a>



<sup>&</sup>lt;sup>29</sup> California Governor's Office of Emergency Services. 2022. *Access and Functional Needs (AFN).* <a href="https://www.caloes.ca.gov/office-of-the-director/policy-administration/access-functional-needs/">https://www.caloes.ca.gov/office-of-the-director/policy-administration/access-functional-needs/</a>

**Campus Amenities** - Activities related to construction or improvements to amenities at or based in the CRC Facility that strengthen the local community's resilience to climate and other disasters, such as a microgrid or shade trees located on site at the resilience center.

Capacity Building - The process of strengthening local coordination, leadership, knowledge, skills, expertise, and access to resources in vulnerable communities to help to develop or increase the ability of that community to independently compete for grants and implement projects in the future. Capacity building activities include, but are not limited to, identifying and planning for needed climate change mitigation and adaptation projects in a given region and identifying the tools and resources needed to successfully access, apply for, and receive grant funding.

Capital Projects – CRC Facility construction and retrofits and Campus Amenities.

**Climate Adaptation** - Adjustment in natural or human systems to a new or changing environment. Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities.

**Climate Resilience** – Resilience as it relates to climate change is the capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, recover from shocks and stresses, and adapt and grow from a disruptive experience. For CRC program, climate resilience is strengthened locally through specific strategies, activities, and capacity to prepare for climate impacts including drought, extreme temperatures, floods, sea level rise, and wildfires.<sup>31</sup>

Climate Vulnerability - Climate vulnerability describes the degree to which natural, built, and human systems are at risk of exposure to climate change impacts. Vulnerable communities experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical (built and environmental), social, political, and or economic factor(s), which are exacerbated by climate impacts. These factors include, but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality.<sup>32</sup>

**Co-Applicant** - Entities other than the lead Applicant that enter into a Partnership with other organizations to apply for an Adaptation Planning Grant.

<sup>&</sup>lt;sup>32</sup>California Governor's Office of Planning and Research (OPR). 2018. *Defining Vulnerable Communities in the Context of Climate Adaptation*. Integrated Climate Adaptation and Resiliency Program (ICARP) Technical Advisory Committee. <a href="https://www.opr.ca.gov/docs/20200720-Vulnerable Communities.pdf">https://www.opr.ca.gov/docs/20200720-Vulnerable Communities.pdf</a>>



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<sup>&</sup>lt;sup>31</sup> Rodin, Judith. 2014. The Resilience Dividend: Being Strong in a World Where Things Go Wrong. Philadelphia: Perseus Books Group (pages 3-4).

**Co-Benefits** - The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation – acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits" (U.S. Environmental Protection Agency).

**Community-Based Organization (CBO)** - A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community and provides educational or related services to individuals in the community.

**Community Engagement** - The process of working collaboratively with and through groups of people affiliated by geographic proximity, special interest, or similar situations to address issues affecting the well-being of those people.

**Community Resilience** – The capacity of a community to withstand, recover, and learn from adverse events (climate or otherwise) and strengthen future response and recovery efforts. Inclusive of resources, connections and networks, knowledge and information, trust and social cohesion, access and opportunities, and overall equity and well-being.

**Community Resilience Services and Programs** - Services and programs that operate out of the CRC Facility that build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations.

**CRC Emergency Plan** – Plan outlining processes and procedures that will take place at the CRC Facility during emergencies. Includes mobility, emergency communications, coordination, and agreements. Draft required in Implementation Grant proposal; final due by end of grant term.

**CRC Facility** – Facility serving as Community Resilience Center. Campus Amenities and community resilience services and programs must be connected to and based out of the CRC Facility, respectively.

**CRC Year-Round Community Resilience Plan** – Plan outlining services and programs operating out of the CRC year-round to ensure ongoing usage of the CRC. Draft required in Implementation Grant proposal; final due by end of grant term.

**Direct Costs** - Costs directly tied to the implementation of the Community Resilience Centers grant, including, but not limited to personnel costs, subcontracts, equipment costs, travel expenses, etc.

**Disadvantaged Communities** - Census tract-level designation by California Environmental Protection Agency (CalEPA). Result of California Communities Environmental Health Screening tool CalEnviroScreen (CES), which overlays environmental, health, and socioeconomic data, and is created by the Office of Environmental Health Hazards Assessment (OEHHA). For CRC Round



1, "priority communities" include but are not limited to those designated "Disadvantaged Communities" from CalEnviroScreen 4.0 (2021 update).

**Disadvantaged Unincorporated Communities (DUC)** - An inhabited and unincorporated community that includes 10 or more dwelling units in proximity or where 12 or more registered voters reside and have an annual median household income that is 80% or less of the statewide median housing income (SB 244 [Wolk, 2011)].

**Disaster** - A serious disruption of the functioning of a community or a society at any scale due to hazardous events interacting with conditions of exposure, vulnerability and capacity, leading to one or more of the following: human, material, economic and environmental losses and impacts.<sup>33</sup>

**Encumbrance** – Funds not yet spent but already appropriated for a specific purpose. A commitment of funds guaranteeing a source of payment for a specific transaction.<sup>34</sup>

**Fiscal Agent** – A legal entity with legal authority, history, and capacity to administer state funds. A Fiscal Agent can make disbursements on behalf of the Applicant.

**Grant Agreement** - Arrangement between the State and Grantee specifying the payment of funds to be used for grants by the State for the performance of specific Community Resilience Centers Program Objectives within a specific grant performance period by the Grantee.

Grantee - Designated Lead Applicant that has an agreement for grant funding with the State

**Hazard** - An event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, agricultural losses, damage to the environment, interruption of business, or other types of harm or loss.<sup>35</sup>

**Hazard Mitigation** - Any action to reduce or eliminate the long-term risk to human life and property from hazards. The term is sometimes used in a stricter sense to mean cost-effective measures to reduce the potential for damage to a facility or facilities from a disaster event.

**Implementation Grant** – Funding for Community Resilience Centers, including construction and retrofit of CRC Facility, Campus Amenities, and services and programs.

**Indicators** - Quantitative measures, including project-related metrics that show changes in conditions over a period of time.

<sup>&</sup>lt;sup>35</sup>California Governor's Office of Emergency Services (Cal OES). 2018. *State Hazard Mitigation Plan (SHMP)*. p.14. <a href="https://www.caloes.ca.gov/wp-content/uploads/002-2018-SHMP">https://www.caloes.ca.gov/wp-content/uploads/002-2018-SHMP</a> FINAL ENTIRE-PLAN.pdf>



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<sup>&</sup>lt;sup>33</sup> United Nations Office for Disaster Risk Reduction (UNDRR). 2022. < <a href="https://www.undrr.org/terminology/disaster">https://www.undrr.org/terminology/disaster</a>

<sup>&</sup>lt;sup>34</sup> California Department of General Services (DGS). 2022. *State Contracts Manual (SCM), Volume 1 Glossary.* <a href="https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting">https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting</a>

**Indirect Costs** - Expenses of doing business that is of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include but are not limited to: personnel costs associated with administrative, supervisory, legal, and executive staff; personnel costs associated with support units, including clerical support, housekeeping, etc.; and operating expenses and equipment costs not included as part of direct project costs.

**In-Language Materials and Activities** – Materials and activities translated into relevant languages based on local community residents' language needs.

**Joint Powers Authority (JPA)** - A government entity, formed by a formal, legal agreement, comprised of two (2) or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services.

**Lead Applicant** - An entity that enters into a Partnership with other organizations for purpose of applying for a CRC grant and has been designated as the lead organization for the Partnership.

**Lead Entity** - The Lead Applicant or Co-Applicant responsible for leading the implementation of a specific portion of the CRC Project.

**Memorandum of Understanding (MOU)** - An MOU is an agreement between two (2) or more parties that is legally binding and outlines the responsibilities of each of the parties to the agreement. A Memorandum of Understanding is required for Implementation Grant Applicants whose Project Areas cross jurisdictional boundaries.

**Mitigation** – An effort to reduce the loss of life and property by lessening the impact of disasters.<sup>36</sup>

**Natural Hazard** – An environmental phenomenon that has the potential to impact societies and the human environment.

**Nonprofit Organization** - Any nonprofit corporation qualified to do business in California and qualified pursuant to subdivision (c)(3) under Section 501 of the Internal Revenue Code.

**Partner** - Entities other than the Grantee that enter into a Partnership with the Grantee and other organizations to implement Community Resilience Centers grant activities. Referred to as "Co-Applicants" during the application stage.

**Partnership Agreement** - A Partnership Agreement is an agreement between two (2) or more parties that is not legally binding and outlines the responsibilities of each of the parties to the agreement. This is required of all members of the Collaborative Stakeholder Structure.

<sup>&</sup>lt;sup>36</sup> Federal Emergency Management Agency (FEMA).



**Planning Grant** - Funding for planning activities to prepare a community and site for a future Community Resilience Center.

**Planning Area** – Area containing proposed CRC Facility site and associated strategies and activities. Requirement for CRC Planning Grants.

**Plan Alignment** – Plan alignment is the process of leveraging connections, information, and resources to build shared language, data foundations, and processes across multiple planning efforts at any scale. The resulting products of plan alignment are:

- a suite of plans (with different scopes and purposes) that share the same data, similar underlying assumptions, aligned visions, complementary goals, strategies, and actions, and
- a shared understanding, process, and structure for multiple entities in a community or region to continue to collaborate and align efforts over the long term.

**Post-award Consultation** - Prior to the execution of the grant agreement, a period where terms and conditions of the grant agreement are determined and finalized.

**Program Objectives** - Program objectives are statements that describe the desired outcomes of the program. CRC Implementation Grants, CRC Project Development, and CRC Planning Grants each have specific program objectives. (See <u>Section 3.1: CRC Planning Grant Program Objectives</u>, <u>Section 4.1: CRC Project Development Grant Program Objectives</u>, and <u>Section 5.1: CRC Implementation Grant Program Objectives</u>, respectively.)

**Project Area** - Area containing proposed CRC Facility, Campus Amenities connected to the CRC Facility, and community resilience services and programs based out of the CRC Facility. Requirement for CRC Implementation Grants.

**Project Development Grant** – Funding for pre-development and basic infrastructure activities for development of CRCs. (See <u>Section 4: Project Development Grants</u>)

**Public Entities** - Includes cities, counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), and Councils of Governments (COGs). Public entities may also include California institutions of higher education, districts, public authorities, public agencies, political subdivisions, and public corporations (California GC § 811.2).

**Risk** - The likelihood of loss of life, injury, or destruction and damage from a disaster in a given period.<sup>37</sup>

<sup>&</sup>lt;sup>37</sup> Federal Emergency Management Agency (FEMA).



**Rural Community** – a rural community as defined by <u>Health and Safety Code 50199.21</u>, which includes areas that satisfy any of the following criteria:

- a) Is eligible for financing under the Section 515 program, or successor program, of the Rural Development Administration of the United States Department of Agriculture
- b) Located in a nonmetropolitan area as defined in Section 50090
- c) is either (1) an incorporated city having a population of 40,000 or less as identified in the most recent Report E-1 published by the Demographic Research Unit of the Department of Finance, or (2) an unincorporated area which adjoins a city having a population of 40,000 or less, provided that the city and its adjoining unincorporated area are not located within a census tract designated as an urbanized area by the United States Census Bureau. The department shall assist in determinations of eligibility pursuant to this subdivision upon request. With respect to areas eligible under subdivision (b) and this subdivision, the committee may rely upon the recommendations made by the department. Any inconsistencies between areas eligible under subdivisions (a) and (b), and this subdivision, shall be resolved in favor of considering the area a rural area. Eligible and ineligible areas need not be established by regulation.

**Shelter** - A disaster-relief location that provides a roof overhead, food, water, sanitation, and support to residents in maintaining their basic living needs until they can return home. Shelters will not duplicate residents' usual standards of living whether or not they have disabilities or access and functional needs. Shelters can be identified as primary or secondary shelters, depending on accessibility.<sup>38</sup>

**Technical Assistance (TA)** - Aid and support provided to Applicants, including application and implementation TA.

**Vision Statement** - A statement developed by Applicants to describe project vison and outcomes, and how proposed strategies and/or activities will be coordinated and integrated to achieve all relevant CRC Program Objectives.

**Vulnerable Resident and/or Community** - Vulnerable residents and vulnerable communities experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical (built and environmental), social, political, and/or economic factors (s), which are exacerbated by climate impacts. These factors include,

content/uploads/Preparedness/Documents/California State Emergency Plan 2017.pdf>



<sup>&</sup>lt;sup>38</sup> California Governor's Office of Emergency Services (Cal OES). 2017. *State of California Emergency Plan.* P.41. <a href="https://www.caloes.ca.gov/wp-">https://www.caloes.ca.gov/wp-</a>

but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality.<sup>39</sup>

<sup>&</sup>lt;sup>39</sup>California Governor's Office of Planning and Research (OPR). 2018. *Defining Vulnerable Communities in the Context of Climate Adaptation*. Integrated Climate Adaptation and Resiliency Program (ICARP) Technical Advisory Committee. <a href="https://www.opr.ca.gov/docs/20200720-Vulnerable Communities.pdf">https://www.opr.ca.gov/docs/20200720-Vulnerable Communities.pdf</a>>



# APPENDIX B: COLLABORATIVE STAKEHOLDER STRUCTURE

# **Partnership Agreement**

Applicants must develop a Partnership Agreement that includes the Lead Applicant and all Co-Applicants that describes the governance, organization, and financial relationships of the Collaborative Stakeholder Structure.

The Collaborative Stakeholder Structure will govern implementation of the entire CRC Grant. Applicants may design their Collaborative Stakeholder Structure to best align with their needs, but the Partnership Agreement must, at a minimum, include the following:

- Identification of the Grantee
- Roles and responsibilities for the Grantee and all Partners, residents, and/or community-nominated members
- Governance of the Collaborative Stakeholder Structure including: processes for handling disputes and procedures to change, add, or remove members
- Legal and financial considerations including: liability provisions, financial relationships between the Grantee and Partners, the process the Grantee will use to reimburse or provide advance pay to the Partners, and procurement processes
- Transparent decision-making processes amongst Grantee and the Partners
- Transparent process for involving community representatives and other communitybased organizations that are not included within the formal Grant Agreement in decision-making
- Non-discrimination clause; and
- Meeting facilitation procedures including frequency of meetings, minimum number of meetings open to the public, means for publishing meeting agenda, and notes for public access, with consideration for location, virtual access, and language access.

Tribes' sovereign status should be respected and upheld through the development of the Collaborative Stakeholder Structure.

If a California Native American Tribe is the Lead Applicant, the Tribe may request modifications, with justification, to one or more requirements of the Collaborative Stakeholder Structure and/or Partnership agreement, if the proposed Project sufficiently complies with the overall goals of these requirements. These requests will be considered on a case-by-case basis during the Post-Award Consultation Process. If a Proposal is led by a Tribe, requirements for "public" meetings and sharing of information should be interpreted to apply to that Tribal community, not to the public beyond that community.



#### Governance and Conflict Resolution

Critical to the success of the Collaborative is the creation of and adherence to effective strategies around governance and conflict resolution. Applicants should establish clear and collectively agreed upon structures and processes to guide the operation of the Collaborative Stakeholder Structure including, but not limited to: leadership and governance, shared-power, transparency and accountability, the addition or removal of members, amendments to the overall workplan and budget, transition and turn-over, and decision making. Conflict is a natural element of Collaborative action and collective impact. Applications should include clear strategies for conflict resolution within the Collaborative and should reflect best practices, recognition of power imbalances, and value for diverse opinions and theories of change.

#### Representation

Collaborative Stakeholder Structures should include a diverse set of stakeholders and organizations that represent the broader community. Applicants should strive to include representation across sectors, subject matter expertise, lived experience, and intergenerational perspectives to most effectively serve local communities in a culturally sensitive manner while informing project decision-making. Per statute, Collaborative Stakeholder Structures must include local residents and community-based organizations in governance and decision-making.

Given the scope and objectives of CRC Grants, Collaborative Stakeholder Structures should consider, but are not limited to, the following: California Native American Tribes, community-based organizations, direct service organizations, service providers, emergency management agencies and organizations, operators and responders, public agencies, community residents, consultants, workforce development organizations, and other organizations that represent and serve priority populations and other historically excluded communities. SGC recommends anticipating additional training, orientation, and support to ensure adequate and meaningful participation from each entity, given traditional power imbalances facing local residents, community-based organizations, and lower-capacity organizations.



# **APPENDIX C: COMMUNITY ENGAGEMENT**

## **Key Considerations and Recommended Activities**

Key considerations for community engagement include, but are not limited to, the following:

#### Robust

Requires comprehensive strategy that aligns clearly with overall objectives throughout every phase (design, application, implementation, and evaluation). Consider frequency, type, and depth of engagement activities.

#### Meaningful

Delivers clear benefits and outcomes to local community members. Ideally builds local knowledge on issues, supports local priorities, and demonstrates impact of community engagement

#### **Culturally Appropriate**

Demonstrates clear understanding of local community members, their communication needs and preferences, and adjusts accordingly. Translates as needed, simplifies technical language, employs mix of approaches that most effectively connects with local community members

# **Community Engagement Requirements**

CRC funds must be used to support community engagement and outreach activities that meet all of the following criteria:

- Activity is directly related to the implementation of the CRC-funded Project
- Activity is located within the defined CRC Project Area
- Activity is focused on meaningfully engaging community stakeholders located or involved within the defined CRC Project Area

#### **Recommended Activities**

Activities to Inform Community Stakeholders and to Solicit Stakeholder Input

- Public workshops/meetings
- Door-to-door canvassing
- House meetings
- Established website and/or social media
- Distributed flyers or other printed materials
- Outreach to existing community groups
- Surveys
- Focus Groups
- Community Working Group



## Activities to Engage Community Stakeholders in Development of CRC Proposal

- Design charrettes
- Community-based participatory research
- Participatory budgeting<sup>40</sup>
- Convene advisory body, community working group or shared decision-making body
- Establish website and/or social media
- Community benefits agreements
- Additional activities to ensure community stakeholders have an opportunity to influence the CRC Proposal development

# Activities to Ensure Community Engagement During Implementation of CRC Project

- Public workshops/meetings
- Door-to-door canvassing
- House meetings
- Established website and/or social media
- Surveys
- Focus groups
- Sub-contract with community-based organizations to conduct outreach
- Allocate staff positions focused on community engagement
- Steering committee relative to the participatory budget established
- Advisory body, community working group, or shared decision-making body
- Additional activities to provide community stakeholders an opportunity to influence the CRC Proposal development
- Maintain community engagement throughout the CRC Implementation Plan

<sup>&</sup>lt;sup>40</sup> Participatory Budgeting Project. How Participatory Budgeting Works. <a href="https://www.participatorybudgeting.org/how-pb-works/">https://www.participatorybudgeting.org/how-pb-works/</a>>



# **APPENDIX D: EXAMPLES OF ELIGIBLE ACTIVITIES**

Examples of eligible CRC activities are listed below by eligible activity category. These are intended to serve as examples of how project funds may be used and <u>do not constitute an</u> exhaustive list of eligible activities.

A single activity may apply to multiple eligible activity categories (CRC Facility, Campus Amenities, and Community Resilience Services and Programs). The lists below provide examples of where an activity might apply to one activity category, or multiple.

Selected activities do not have to directly correlate to a strategy, but Applicants should ensure that at least 4 Strategies are addressed by the proposed project activities for CRC Implementation Grants. For more information, please <u>see Section 5.3: Implementation</u>

Strategies.

## **CRC Facility**

- Roof upgrades
- Mold abatement
- Seismic retrofits
- Removal of architectural barriers or installation of accessibility features that maximize access for people with disabilities
- Heat-reflecting paint for roof
- Structure hardening
- Building envelope strengthening, including window and sealant upgrades
- Electric kitchen appliance replacement
- Energy-efficient washer and dryer replacement
- Water-efficient appliance upgrades (dishwashers, toilets, showerheads, etc.)
- HVAC system replacement
- Filtration upgrades to existing heating, ventilation, and cooling systems
- Passive cooling retrofits and fans
- Construction of additional spaces, such as training and equipment storage spaces for Community Emergency Response Teams, or a computer lab
- Private or quiet spaces/rooms (various needs, including nursing, prayer, and more)
- Emergency equipment such as cots, emergency food and water
- General building equipment such as chairs, computers, projector

# **CRC Facility and Campus Upgrades**

- Land acquisition
- Solar installation
- Connection to wastewater services
- Broadband connection or installation



- Installation of critical communications services and associated upgrades
- Outdoor cooling solutions
- Islanded microgrids with renewable energy generation and storage
- Backup power and fuel-switching
- Indoor and outdoor air monitors
- Commercial kitchen installation
- Broadcasting equipment
- Mural installation
- Stormwater capture
- Low-Impact Development (LID) measures for managing stormwater runoff (rain gardens, vegetated swales, permeable paving, etc.)

## **Campus Amenities**

- Lawn replacement with water-wise landscape
- Drought-tolerant landscaping
- Outdoor shelter space for pets/tents/trailers etc.
- Shade tree planting
- Permeable surface installation
- Vegetation management
- Community garden construction and localized food production
- Community art gallery
- Playground
- Compost generation and use
- Park/green space development
- Electric vehicle (EV) charging infrastructure that is accessible to people who use mobility devices and people with other disabilities.
- EV fleet based at CRC
- EV Carshare purchased and housed at CRC parking lot
- Battery storage
- Charging stations for medical devices (power wheelchairs and other assisted devices and technology
- Mobile clinic housed at CRC
- Mobile units and shuttles for Access and Functional Needs (AFN) communities, especially seniors, people with disabilities, and transit-dependent community members
- Construction of bus stop on site or adjacent to CRC campus
- Public transit service extension to CRC campus
- Closing gaps in bike and pedestrian network within 1 mile of CRC (bike lanes, sidewalks)
- Space and resources for pet relief
- Fitness center or area



# **Community Resilience Services and Programs**

#### Health and Well-being

- Community vaccine clinic operating out of CRC and mobile clinic
- Trauma-informed care and harm reduction, and/or provider training
- Behavioral Health programming
- Community health worker programs, case management, peer support, or other forms of service navigation and support programs
- Community-based participatory research
- Wellness and mental health care programs
- N95 mask distribution
- Education on heatstroke and extreme heat-related illnesses
- Programs tracking indoor and outdoor air quality, asthma, and public health impacts
- Education on hypothermia and frostbite
- Food, water, clothes, hygiene supplies, and temporary shelter distribution to community members
- Food processing and storage
- Cooking and gardening classes and continuity resources
- Agricultural and healthy food educational and access opportunities for community members
- Physical activity or other recreational resources, sites, or classes

#### Emergency Preparedness and Response

- Community-led emergency management, response, and recovery planning and functions
- Childcare services for essential workers and first responders during short-term emergency response
- Post-disaster recovery resources and assistance, such as Local Assistance Centers or Family Assistance Centers
- Disaster preparedness kit distribution to community members
- Community-led disaster and evacuation planning and education
- Wildfire management trainings
- CERT Trainings
- CPR Training
- First Aid Training
- Home Evacuation Checklist

## **Access and Mobility**

- Electric vehicle carshare program operations, for carshare located at CRC
- Paratransit service operations to and from CRC



- Vanpool operations for vanpools to and from CRC
- Bike and/or electric bike-share program operations and training

#### *Information Distribution*

- Pamphlets and multimedia communications distribution on how to stay healthy during poor air quality and extreme heat days
- Flyer distribution on energy rebate programs
- Creation and distribution of in-language pamphlets and accessible multimedia communications on extreme heat and other climate emergencies
- Language access/alternative communication materials (audible resources, pictorial signage, etc.)
- Rainwater capture workshops

### Housing Affordability and Protection

- Case management and enrollment of community members in weatherization assistance programs
- Trainings and resources on how to maintain defensible space around homes in wildfireprone areas

## Workforce Development

- Electric vehicle technician training classes
- Solar Installation Certification courses
- Community health worker certification programs
- GED classes
- Trainings on outdoor workers' rights and protections during extreme heat events, inclusive of farmworkers
- Computer literacy classes
- Classes and networking for contractors and other workers
- Entrepreneurship and small business incubation programs
- Leadership development programs to build local grassroots leadership
- Workforce training for careers in urban forestry, urban agriculture, and ecological restoration
- Career recruitment opportunities, including job fairs

## Social Cohesion and Civic Engagement

- Arts and culture programming that focuses on building social cohesion
- Conflict resolution and de-escalation workshops
- Mutual aid programs and services
- Youth civic engagement trainings
- Spaces for community art



- Item 25.
- Resource distribution hub, including demos or classes about how to sign up for social/health wrap-around services
- Intergenerational programming
- Cultural programming



# APPENDIX E: SITE CONTROL<sup>41</sup>

"Site Control" means the Lead Applicant or Co-Applicant has control of property through one or more of the following:

- 1) Fee title
- 2) A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements
- 3) An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the Round 1 Notice of Funding Availability (anticipated Spring 2023)
- 4) An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency
- 5) An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land
- 6) An executed agreement with a public agency that gives the Applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties
- 7) A land sales contract or enforceable agreement for acquisition of the property
- 8) Other forms of site control that give SGC assurance (equivalent to 1-7 above) that the Applicant will be able to complete the Project in a timely manner and in accordance with all the requirements of the CRC Program.

<sup>&</sup>lt;sup>41</sup> California Strategic Growth Council. 2021. *Affordable Housing and Sustainable Communities (AHSC) Program:*Round 6 Guidelines. p.p.65-66. <a href="https://sgc.ca.gov/meetings/council/2021/docs/20210224-">https://sgc.ca.gov/meetings/council/2021/docs/20210224-</a>
AHSC Round 6 Guidelines.pdf>



# APPENDIX F: CAL OES FIRE AND RESCUE MUTUAL AID REGIONS

SGC intends to award at least one CRC Project from each of the six (6) California Office of Emergency Services (Cal OES) Fire and Rescue Mutual Aid Regions in the CRC Round 1 portfolio. A snapshot of the map is below.



https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/#adminmap

# **Mutual Aid Regions and Associated Counties:**

Region 1 – Los Angeles, Orange, San Luis Obispo, Santa Barbara, Ventura

Region 2 – Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino,

Monterey, Napa, San Benito, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma

**Region 3** – Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Sierra, Siskiyou, Shasta, Sutter, Tehama, Trinity, Yuba

**Region 4** – Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Stanislaus, Tuolumne, Yolo

Region 5 – Kern, Fresno, Kings, Madera, Mariposa, Merced, Tulare

Region 6 – Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego



# APPENDIX G: FACILITY CONDITION ASSESSMENTS

Prior to signing of the grant agreement, all applicants whose proposal includes an existing facility must provide a Facility Condition Assessment (FCA) conducted by a licensed professional that provides an overview of the current condition of building systems and structures, cost of repair or replacement of any building systems or structures, costs associated with replacement of building components as they degrade, the expected useful life of building systems and structures, and recurring probable expenditures. In addition to a physical inspection, assessors should use background information on the property, such as environmental reports and previous maintenance records, to conduct the assessment.

Facility Condition Assessments must assess, at minimum:

- Health and fire safety elements including fire alarms, sprinkler systems, and building egress
- Environmental hazards such as mold, asbestos, lead, and polychlorinated biphenyls (PCBs)
- ADA compliance<sup>42</sup>
- Seismic risk
- Compliance with any other relevant building codes & regulation

Facility Condition Assessments must include, at minimum, an inspection of:

- All existing building systems such as heating, ventilation, air conditioning, plumbing, and electrical systems
- Building structures such as foundations, walls, columns, beams, and slabs
- Building exterior such as the roof, balconies, stairs, and exterior windows
- Vertical transportation such as escalators and elevators (if relevant)

If the FCA finds any building systems or structures in need of repair or replacement, applicants must include the costs for the replacement in their project budget, whether funding is being sought from SGC or has already been secured from another source.

Applicants are **strongly encouraged** to conduct a Facility Condition Assessment prior to application but may have until the signing of the grant agreement to submit their completed



<sup>&</sup>lt;sup>42</sup> Applicants are encouraged to have a Certified Access Specialist (CASp) conduct the compliance evaluation for the CRC facility. A CASp is a professional who has passed an examination and has been certified by the State of California to have specialized knowledge of the applicability of state and federal construction-related accessibility standards. A CASp will know which standards apply to the property based on age of facility and its history of improvements. <a href="https://www.dgs.ca.gov/DSA/Resources/Page-Content/Resources-List-Folder/Certified-Access-Specialist-Property-Inspection">https://www.dgs.ca.gov/DSA/Resources/Page-Content/Resources-List-Folder/Certified-Access-Specialist-Property-Inspection</a>>

FCA. If an FCA conducted\_after application submittal finds building systems or structures in need of repair or replacement that have not been accounted for in the original project budget, grantees will be required to re-allocate funding from another component of their proposal to cover the cost of the identified repairs/replacement.



# DRAFT PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE COACHELLA COMMUNITY RESILIENCY CENTER

This draft Partnership Agreement for the Collaborative Stakeholder Structure for COACHELLA COMMUNITY RESILIENCY CENTER ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between GRID Alternatives Inland Empire, the Riverside County SBDC, Hidden Harvest, Arteco, Emergency Management Services, TODEC, Sarvadoya Institute, The LEAP Institute, UC San Diego Office of Innovation and Commercialization, UC Riverside, the Latino Commission, Riverside University Health, the Urban Youth Conservation Corps, and RAICES Cultura (each a "Partner" and collectively the "Partners") to represent a commitment to complete a signed version by the Grant Agreement. Although titled "Partnership Agreement," this Agreement, once finalized, will function as a Memorandum of Understanding and is not intended to be legally binding.

## **General Terms and Conditions**

### 1. Background and Recitals

- A. This draft Agreement is entered into pursuant to requirements of the Community Resilience Centers (CRC) Program Guidelines and COACHELLA COMMUNITY RESILIENCY CENTER proposal ("Proposal") and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.
- B. Through this draft Agreement, the Partners commit to work together to implement the projects identified in the Proposal if funded by the CRC grant. The Lead Applicant and Co-Applicants have developed the projects included in the Proposal with the understanding of the CRC program requirements and are prepared to lead and participate for the term of the CRC grant.
- C. Through CRC, the California Strategic Growth Council (SGC) funds the planning, development, and implementation of neighborhood-level Community Resilience Centers that empower communities, respond to climate emergencies, and provide year-round services and programs to enhance both climate resilience and community resilience.
- D. If awarded, **CITY OF COACHELLA** will be the Grantee responsible for the grant from SGC ("CRC Grant") to fund a range of activities within the **Project Area** as depicted in the attachment: [**Project Area Map**].
- E. CRC Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted CRC Grant Application if approved by SGC, and the Partners agree to be Co-Applicants for the CRC Grant Application.
- F. SGC requires this draft Agreement to set forth the agreed upon governance structure and terms of operation required to implement the **COACHELLA COMMUNITY RESILIENCY CENTER** including but not limited to, the expectations and

- responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.
- G. Parties desire to enter into this draft Agreement to establish a Collaborative Stakeholder Structure for matters pertaining to the CRC Grant and the implementation of the scope of work within the forenamed Project Area.
- H. Parties acknowledge and agree that other Partners may be added to this Agreement, decided through a democratic process amongst the Collaborative and in consultation with SGC.

#### 2. Roles and Responsibilities

#### **Lead Applicant**

As the Lead Applicant, CITY OF COACHELLA commits to all duties and responsibilities corresponding to the Lead Applicant role under the COACHELLA COMMUNITY RESILIENCY CENTER for the term of the CRC Grant. The CITY OF COACHELLA is fully committed to the activities and deliverables of the CRC Proposal, the requirements of the CRC Grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the CRC Grant in accordance with the State of California requirements.

As Lead Applicant, the CITY OF COACHELLA responsibilities include but are not limited to:

- A. Commitment to Co-Applicants
  - a. Commitment to plan and implement the project schedule;
  - b. commitment to work collaboratively;
  - c. leverage available funds; and
  - d. commitment to build equitable policies collaboratively with Partners in the Collaborative Stakeholder Structure

#### B. Roles and Responsibilities

- a. Coordinating all components of the CRC Proposal and processing the approval of the CRC Proposal through the SGC as may be necessary or appropriate;
- b. overseeing and coordinating the CRC Proposal project;
- c. preparing and disbursing the CRC Grant funds to Co-Applicants either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
- d. submitting all invoices and associated summary reports, and annual reports to the CRC Program staff;
- e. participating in regular check-in meetings with CRC Program staff;
- f. providing **City of Coachella** staff support during the entirety of the grant term; and
- g. achieving and monitoring goals and associated indicators as defined by the CRC Proposal and the CRC Grant Guidelines.

#### C. Governance

a. Sharing decision-making power with Partners in the Collaborative Stakeholder Structure;

#### **Co-Applicants**

Co-Applicants are responsible for implementing specific strategies stipulated within the Collaborative's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. Applicants whose Proposals contain more than one CRC facility must still be governed by one Collaborative Stakeholder Structure, although the specific Partners operating at each site may vary. If your Proposal contains multiple sites, please list the sites each Partner will be operating at.

The following entities will serve as Partners on **Coachella Community Resilience Center** for the term of the CRC Grant.

- A. GRID ALTERNATIVES INLAND EMPIRE Roof top solar photovoltaic and backup battery generation
- B. Hidden Harvest Food distribution, food insecurity
- C. Arteco day to day operations and maintenance
- D. Sarvadoya Institute Demonstration gardens, community gardens
- E. Riverside County SBDC Small business assistance, business plan support
- F. TODEC Heat illness, community empowerment, farmworker support
- G. The LEAP Institute ZEV Rideshare Program
- H. UC San Diego Office of Innovation and Commercialization small business incubator program, workforce training and development
- I. UC Riverside data collection partner
- J. Latino Commission mental and developmental health support
- K. Riverside University Health education about heat illness, asthma, and other preventative resources
- L. Urban Youth Conservation Corps composting, tree planting, workforce training and development
- M. RAICES Cultura community art gallery

#### 3. Proposal Overview

The City of Coachella is proposing to submit a CRC Implementation Grant application in the amount of \$10 million to retrofit the Hidden Harvest building as the city's Community Resilience Center. The City's implementation grant application will request funds in the amount of approximately \$8 million for *physical infrastructure* improvements that will include retrofits and new construction of facilities such as bike lanes, pedestrian paths, a roof-top solar photovoltaic system including battery back-up, shade structures, a barn and tool storage, ADA accessibility, structural system upgrades and other improvements that will help convert the facility into a Community Resilience Center with the capacity to be an emergency shelter, too.

The City's application will also request funding in the amount of approximately \$2 million to provide *social infrastructure* elements that include integrated delivery of services and programs to share knowledge, build networks, and strengthen capacity. The CRC will be infused with a myriad of community resilience services, programs and activities. Partners will include: GRID Alternatives Inland Empire, the Riverside County SBDC, Hidden Harvest, Arteco, Emergency Management Services, TODEC, Sarvadoya Institute, The LEAP Institute, UC San Diego Office of Innovation and Commercialization, UC Riverside, the Latino Commission, Riverside University Health, the Urban Youth Conservation Corps, and RAICES Cultura. The City's

application culminated in robust community engagement and strong collaborative stakeholder structure to ensure community-based organizations (CBOs) and local residents are meaningfully and consistently included in governance and decision-making for awarded Community Resilience Centers.

#### CRC Collaborative Stakeholder Structure

- A. .General. The purpose of this Partnership Agreement is to formalize the partnership and understanding between the Parties and to set forth the terms by which the Parties will manage, coordinate, and administer CRC Grant-related activities within the boundaries of the Project Area. The Parties agree that the purpose for conducting the activities as a coordinated group shall include the following:
  - i. Implementing activities, programs, strategies, and projects as set forth in the CRC Grant Agreement;
  - ii. Promoting the execution of objectives and goals set forth in the CRC Grant Agreement;
  - iii. Providing a platform for community engagement and input into implementation of activities related to the CRC Grant; and
  - iv. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Partnership Agreement.
  - b. Goals. Each Party affirms that the project is intended to create the necessary conditions for public and private investment in the project area of the CRC site to support the growth of community amenities and assets, such as increased public safety, quality educational facilities, improved infrastructure, increased mobility, reduced hazardous waste and carbon emissions, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

c.

#### Section 4. RESPONSIBILITIES OF ALL PARTIES.

- Mutual Cooperation. Parties recognize that they have complementary expertise and common goals and interests. Parties shall endeavor to cooperate, work together, and share knowledge, expertise, and best practices with regards to the Plan and shall commit to working collaboratively with one another and with community stakeholders throughout the Grant Term. The Parties hereto agree that they will each provide such information and documentation as is reasonably necessary to fulfill the intent of this Partnership Agreement and make diligent efforts to respond to inquiries and requests for information from the other Parties. The Parties agree to provide all Project-related information and documents as requested by the other Party or the State of California, including all grant-related reporting and documentation.
- 4.2 Leveraging of Available Funds. Parties shall make good faith efforts, as appropriate, to leverage available federal, state, local, and private funds, and to assist other Parties in leveraging

available federal, state, local, and private funds, to support integrated strategic investment for the transformation of the COACHELLA COMMUNITY RESILIENCE CENTER project area.

4.3 Communication. Parties shall commit to the principle of good communication, especially when one's work may have some bearing on the responsibilities of the other. Parties shall seek to alert each other as soon as practical to relevant developments with regards to the Plan and its execution. Parties shall also ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.

#### Section 5. CITY - ROLE AND RESPONSIBILITIES.

- Lead Applicant and Grantee. City shall be the Lead Applicant and shall execute the CRC Grant Agreement, carry out all responsibilities of Grantee as described in the Performance Terms, and work closely with the Department of Conservation throughout the implementation of the Plan. City commits to all duties and responsibilities corresponding to the Lead Applicant's role under the COACHELLA COMMUNITY RESILIENCE CENTER Plan for the length of the CRC Grant Term. City acknowledges that it:
  - a. Has reviewed the FY 2022/2023 Transformative Climate Communities Grant Program NOFA, Final Guidelines, and related guidance from the State of California Strategic Growth Council;
  - b. Has participated in the preparation of the COACHELLA COMMUNITY RESILIENCE CENTER Plan and Application; and
  - c. Is fully committed to the goals and requirements of the NOFA, the COACHELLA COMMUNITY RESILIENCE CENTER Plan, the Application, the requirements of the Grant, and this Partnership Agreement.
- 5.2 <u>Treasurer.</u> City shall hold one seat on, and be Treasurer of, the Advisory Council.
- 5.3 <u>Working Group Participation</u>. City shall participate in every Working Group. In doing so, the City will have the responsibility of monitoring day-to-day activities and maintaining awareness of roadblocks, conflicts, and performance issues. For the City, responsibility will be borne by the Office of the City Manager and the Community and Economic Development Department.
- 5.4 <u>Grant Administration</u>. City shall serve as the administrator of the CRC Grant, including but not limited to, compiling all invoices, supporting documentation, and reporting materials for Projects. City shall ensure compliance with all accounting, disbursement, recordkeeping, and all other compliance requirements of the Performance Terms with respect to the City and Partners.
- 5.5 <u>Disbursement and Accounting of Funds</u>. City shall be responsible for the disbursement of the CRC Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a request for disbursement, the City shall disburse the CRC Grant funding to Partners. In the event additional time is needed to allow the SGC to process the requesting

Partner's disbursement request, the City shall communicate to the requesting Partner the reason for the delay and the anticipated date for disbursement. The Strategic Growth Council (SGC) is authorized to provide qualifying grantees Advance Payments for the CRC Program through July 1, 2025. Should the City of Coachella qualify to receive advance pay, it will develop and provide a process for its Partners to request and receive pay, and require all Partners to comply with the reporting terms. Advance Payment is for agencies and nongovernmental entities with low cash reserves that serve under resourced communities, to carry out approved program activities. Advance Payments can be up to twenty-five percent (25%) of the total grant award, which can be provided in one payment or spread across a series of smaller installments and is to be determined in the Grant Agreement.

To receive advance pay, the Grantee must do the following:

- Demonstrate good standing with the IRS
- Compile and provide spending plans for each Partner receiving advance payment
- Complete an advance payment request form with supporting documentation
- Sign an agreement that they will:
  - Revert all unused moneys to the state if they are not liquidated within the timeline specified
    in the grant agreement or in the case of non-compliance/misuse of funds
  - Communicate and document changes to spending plans

Upon receipt of appropriate documentation, funds will be paid to the Grantee and the Grantee will be responsible for dispersing payment to Partners, as approved by SGC. Advance payment funds from SGC must be dispersed into a federally insured and interest-bearing Grantee account to track withdrawals and interest earned. Any accumulated interest is considered CRC Program funds. The complete schedule, process, and reporting requirements for advance pay will be determined in the Grant Agreement.

- 5.6 Financial Support. City shall leverage as appropriate, or assist in leveraging, available federal, state, local, and private funds as available to support integrated strategic investment for the transformation of the Project Area.
- 5.7 Oversight of implementation. City shall supervise and coordinate the implementation of activities related to the CRC Grant, including the housing, urban greening, and transportation components of the Plan, and enter into any necessary additional agreements with the Project Partners, Data Partner, Outreach Partner, or Anti-Displacement Partner, outside of this Partnership Agreement, to facilitate the implementation of the Plan.
- 5.8 Workforce Development. City shall impose on Partners and monitor the local hire goals set forth in the Workforce Development Plan.
- 5.9 Community Engagement. City shall coordinate with the Partners in the implementation of the Community Engagement Plan and be responsive to the Outreach Partner's direction with regard to community outreach and the facilitation of local involvement.

- 5.10 Displacement Avoidance. City shall cooperate with Partners to implement the Displacement Avoidance Plan and address the displacement prevention needs of the community while focusing on key educational opportunities, encouraging advocacy, and facilitating accountability on behalf of Coachella Community Resilience Center.
- 5.11 Indicator Tracking. City shall work with the Partners and the Advisory Council to develop a community-driven Indicator Tracking Plan and local monitoring guidelines and ensure that all Partners comply with the Indicator Tracking Plan.
- 5.12 Reporting. The City and its Partners shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports.

#### Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.

- 6.1 Co-Applicants. Each Project Partner shall be a Co-Applicant to the CRC Grant Application and shall carry out all responsibilities associated with its respective Project(s) as directed by the City and in accordance with the Performance Terms.
- 6.2 Representation on Advisory Council. Each Project Partner shall hold one seat on the Advisory Council.
- 6.3 Working Group Participation. Each Project Partner shall participate in one or more Working Group, based on the respective "project type" that it intends to implement, as outlined in Appendix B to the CRC Guidelines and as appropriate with regard to the size of its Project. Participation in a Working Group requires attendance at regular meetings, coordination with organizations doing like-projects in the Working Group, joint problem-solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Advisory Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Working Group, taking on the relative duties required of that position.
- 6.4 Project Development. Each Project Partner shall develop ideas for programs and projects that directly impact neighborhood quality in the Project Area and shall create scope(s) of work for its respective Project(s) in alignment with the vision of the COACHELLA COMMUNITY RESILIENCE CENTER Plan.
- 6.5 <u>Implementation of Project.</u> Each Project Partner shall oversee the implementation of its respective Project, in accordance with Performance Terms, and with respect thereto shall:
  - a. Secure all necessary governmental approvals, reviews, licenses, or permits;
  - b. Immediately notify the City and the Advisory Council of any change in schedule, design, or outcome so that the determination can be made as to whether State review and/or a change to the GHG calculation is required;
  - c. Prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with other Parties, subcontractors, and stakeholders to ensure

- that its Project does not deviate from its intended purposes and the expectations of the Eastside Neighborhood;
- d. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete Projects; and
- e. Refrain from using CRC Grant Funding to supplant Leverage Funding.
- 6.6 Implementation Policies. Each Project Partner agrees to participate in and incorporate the following implementation policies, as appropriate to its respective project: The Community Engagement Plan, the Workforce Development Plan, and the Displacement Avoidance Plan. Project Partners agree to abide by the goals set forth in the Workforce Development Plan when procuring any portion of work associated with their respective Project and when hiring any related temporary or permanent positions, unless the Project Partner is a public entity, in which case it is required to comply with its agency's applicable hiring and procurement statutes.
- 6.7 Hiring Subcontractors. Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for Projects. City's obligation to pay the Project Partner is an independent obligation from the Project Partners' obligations to pay their respective Subcontractors. With regard to Subcontractors:
  - a. Project Partners are entitled to make use of their own staff and Subcontractors as identified in their respective Budget and Work Plan.
    - b. Project Partners shall manage, monitor, and accept responsibility for the performance of their own respective staff and Subcontractors and shall conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partnership Agreement.
  - c. Nothing in this Partnership Agreement or otherwise shall create any contractual relationship between the City and any Subcontractors retained by a Project Partner, and no Subcontractor will relieve the Project Partner of its obligations under the Agreement.
- Reporting. Each Project Partner shall submit all required supporting documentation, as set forth in Section 10.5, to demonstrate that the work for which it is seeking reimbursement has been completed. Each Project Partner is responsible for its respective Project and shall develop, prepare, and submit regular updates to the City and the Advisory Council regarding its progress toward Project objectives, shall routinely update the information management platform regarding Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Advisory Council. Any Partner requesting Advance Payment, if it is made available to the City of Coachella, shall adhere to the process defined in Section 4.2.
- 6.9 Recordkeeping. Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each Project with adequate documentation supporting each action taken with respect to the Plan, including letters and email correspondence, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness

and compliance documentation. Each Project Partner shall make such records available to the City for inspection. All such records shall be clearly identifiable. Each Project Partner and its Subcontractors shall allow inspection of all work, data, documents, proceedings, and activities related to the Partnership Agreement for a period of four (4) years from the day after the last day of the Performance Period.

#### Section 7. DATA PARTNER- ROLES AND RESPONSIBILITIES.

- 7.1 Co-Applicant. Data Partner shall be a Co-Applicant to the CRC Grant Application and shall hold the City and its Project Partners accountable to the specific impact goals of their respective Project.
- 7.2 Representation on the Advisory Council; Reporting Role. Data Partner shall hold a seat on the Advisory Council and shall lead a discussion with the Advisory Council, quarterly, to review and analyze the Data Dashboard indicators to track Partners in connection with their respective performance goals and to help them understand initiative-wide progress toward their goals. If metric targets are not met, the Advisory Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan for their respective project that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.
- 7.3 Hub and Working Group Participation. As the objective data manager, the Data Partner shall coordinate with the Community Engagement Working Group, the Advisory Council, and any other Hub or Working Grouping wherein its expertise is needed, as assigned by the City.
- 7.4 <u>Community Engagement.</u> Data Partner, in coordination with the Outreach Partner, shall engage residents and businesses in an annual survey geared toward tracking communitywide indicators to determine if Projects are changing attitudes, behavior, health, and circumstances for Coachella Community Resilience Center. Data Partner shall identify publicly available data (e.g. Census, Bureau of Labor Statistics) for tracking neighborhood and community-level metrics, including stress levels, rates of chronic disease, and community cohesion.
- 7.5 <u>Tracking.</u> Data Partner shall be responsible for ensuring that all data that Parties are required to track pursuant the CRC Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the CRC Grant Term:
  - a. Work closely with the City, the Advisory Council, and community stakeholders to identify specific indicators that will be tracked over time to understand Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a CRC Grant Agreement. The final list of additional indicators will be approved by the Advisory Council.
  - b. Inventory and analyze how indicators are used for decision-making or quality improvements, which indicators are governed by regulatory requirements, and how data variables are defined (i.e. a data dictionary). This process will allow the Data Partner to recommend common variables for easy data integration.

- c. Create the Data Collection Plan.
- d. Create a Data Dashboard that provides monthly, quarterly, and annual reports on key indicators that the Advisory Council defines and that are required by the State in the CRC Grant Agreement.
- 7.6 <u>Training.</u> Data Partner shall ensure that Project Partners are meeting their data collection requirements. Data Partner shall train all Project Partners as applicable on what data to collect and how to collect their assigned data and report the data to meet State requirements and the CRC Grant Agreement.
- 7.7 <u>Support.</u> Data Partner shall provide support to Project Partners if they are facing obstacles or challenges in their data collection efforts.
- 7.8 <u>Data Sharing.</u> Data Partner shall work to develop data share agreements that allow Partners to participate in a centralized data portal for inputting and accessing data and monthly data reports.

#### Section 8. NON-DISPLACEMENT PARTNER - ROLES AND RESPONSIBILITIES.

- 81 Co-Applicant. Non-Displacement Partner shall be a Co-Applicant to the CRC Grant Application and shall work under contract with the City to prevent displacement by actively assisting the residents in the Project Area in matters of foreclosure avoidance and tenants' rights.
- <u>Representation on Advisory Council; Reporting Role.</u> Non-Displacement Partner shall hold a seat on the Advisory Council and shall lead efforts to implement the Displacement Avoidance Plan, analyze the effectiveness of existing policies and programs on residents and businesses, make modifications as necessary, and report regularly to the Advisory Council on related non-displacement efforts.
- 83 <u>Services and Programs.</u> Non-Displacement Partner shall:
  - a. Assist with implementation of Inclusionary Housing policies;
  - b. Provide tenant advocacy and referrals to low cost legal representation, including conducting intake and evaluations, and helping with transportation, translation, and general advocacy obligations; and
  - c. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.
  - d. Help form a Small Business Alliance and provide grant funding assistance to small businesses who may have code compliance issues.
- 84 <u>Reporting.</u> Non-Displacement Partner shall keep a database of all clients and the services that it receives and shall provide quarterly updates to the Advisory Council. Non-Displacement Partner shall meet the following reporting requirements:

- a. General Reporting Requirements.
  - (1) All reports must be completed using the templates attached to the CRC Grant Agreement or provided by the City.
  - (2) The first reporting period will begin on the start date of the CRC Grant Agreement by and between the City and SGC.
  - (3) All reports must be submitted to the City on the due date specified by the City. When the report due date falls on a weekend or state recognized holiday, reports will be due on the first working day that follows.
  - (4) All reports must be signed by the signatory to this Partnership Agreement.
  - (5) City and SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- b. Bi-Monthly Progress Reports. Non-Displacement Partner shall complete Bi-Monthly Progress Reports using the template attached to a CRC Grant Agreement.

c. <u>Annual Reports.</u> Non-Displacement Partner shall complete an annual progress report, an annual leverage funding report, in accordance with Performance Terms, an Indicator Tracking Report, and a detailed Work Plan and Budget using the templates included in a CRC Grant Agreement, once per year.

#### Section 9. OUTREACH PARTNER - ROLES AND RESPONSIBILITIES.

- 9.1 <u>Co-Applicant.</u> Outreach Partner shall be a Co-Applicant to the CRC Grant Application and shall be responsible for the development of community outreach tools and the facilitation of local participation.
- 9.2 <u>Representation on Advisory Council; Implementation of Community Engagement Plan.</u> Outreach Partner shall hold a seat on the Advisory Council and shall lead efforts to implement the Community Engagement Plan.
- 9.3 <u>Community Engagement.</u> Outreach Partner shall coordinate and support resident involvement in major decisions, develop and manage a coalition of stakeholders in support of the Plan, and work with relevant stakeholders to increase the involvement of neighborhood residents, businesses, nonprofits, and grassroots and faith-based organizations.
- 9.4 <u>Reporting.</u> Outreach Partner shall track all outreach efforts and provide quarterly updates to the Advisory Council.

#### Section 10. COLLABORATIVE STRUCTURE.

- 10.1 <u>General.</u> Parties shall actively promote community engagement and shall work in conjunction through the Advisory Council. Advisory Council shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the CRC Grant, but the Advisory Council does not have any final decision- making abilities. Advisory Council shall have the organization and powers specified below and shall use the framework, attached hereto in the Organizational Chart in Exhibit "B", to govern the implementation of the CRC Grant, to make decisions related to the Project, and to recommend any necessary changes to the COACHELLA COMMUNITY RESILIENCE CENTER Plan during implementation.
- 10.2 Membership. Advisory Council shall consist of seventeen (17) seats. Each of the twelve (12) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Advisory Council. Additionally, five (5) seats shall be "Community Seats", filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat shall be a "Youth Seat", filled by an individual or organization from the Project Area representative of the youth demographic. As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the Project Area wishing to serve on the Advisory Council must submit a request to the City and for appointment onto the Advisory Council. The City and the Advisory Council shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Advisory Council will hereafter be referred to as "Members."
  - a. Adding or Removing Members. Any organization or individual that is a party to this

Partnership Agreement will be a member on the Advisory Council, so removal or

addition of a party to this Partnership Agreement will likewise remove or add a member to the Advisory Council. As it concerns the Community Seats and the Youth Seat, the City may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this Partnership Agreement. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to the City.

- Meetings. To establish order and efficiency, upon the City's issuance of the Notice to Proceed, the Advisory Council shall meet once a month until all Working Groups, Community Seats, Youth Seats, and communication processes are fully-established ("Establishment Phase"). In no event shall the Establishment Phase be shorter than six (6) months. After the completion of the Establishment Phase, the Advisory Council shall conduct meetings at least on a quarterly-basis, as follows:
  - a. <u>Location</u>. Meetings shall be held within the Project Area, at a time and location previously determined by the Parties.
  - b. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and resident empowerment, including Spanish translation. To maximize public participation, the Advisory Council shall not discuss any item not appearing on the duly-noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Advisory Council regarding all matters within the Advisory Council's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Advisory Council's discussion of or decision on that item.
  - c. Notice. City shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Advisory Council shall also make efforts to forward the agenda and materials to specific residents and businesses in the Project Area who have particular interests in an agenda item. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to CRC Grant implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made via email to the Advisory Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Advisory Council meeting.

- d. Decision-Making and Dispute Resolution. All substantive changes or material issues related to implementing the COACHELLA COMMUNITY RESILIENCE CENTER Plan shall be
  - presented to the Advisory Council at a regularly scheduled meeting. If the Advisory Council is unable to reach consensus on a matter, the City should pursue conflict resolution and address the division before moving forward. Addressing the division may include further community outreach, modification of the proposal, and further reporting to the Advisory Council. It is the goal of the process to have all recommendations be supported by the majority of the Advisory Council.
- e. <u>Bylaws.</u> At its first meeting, the Advisory Council shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Advisory Council, by affirmative vote of the majority of Members present at the meeting, shall appoint five (5) Members to draft bylaws for the collaborative stakeholder structure and set the priorities of the Advisory Council. The bylaws and priorities shall confirm to the general terms and intent of this Partnership Agreement and shall become effective upon adoption by the Advisory Council.
- f. Officers. At its first meeting, the Advisory Council, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Advisory Council. The Treasurer shall be the City. Terms shall be for one year (1) and rotate on annual basis to ensure shared governance.
- 10.4 <u>Hub Implementation</u>. Advisory Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Equitable Housing, (2) Urban Greening, (3) Active Transportation, (4) Roof-Top Solar, (5) Health and Well-Being, and (6) Zero-Emission Transportation. Any recommendation to change the number or type of Hubs should be brought before the Advisory Council for discussion. Hubs shall otherwise operate as follows:
  - a. Meetings and Structure. Each Hub will be convened initially by the City, and shall establish its meeting schedule, meeting guidelines, agenda, and structure at its first meeting. Because the work of each Hub is so complex and involves its own set of Partners and constituencies, each Hub should have its own organizational structure, with one or two Partners agreeing to act as the lead ("Hub Lead"). Hub Leads are required to commit to managing the Hub for a minimum of one year. Unless the Hub establishes co-leads, if more than one organization wants to lead the Hub, then the members in the Hub shall vote, one vote per member, and the member receiving the majority vote shall become the Hub Lead. In order to ensure consistency in messaging, access to the same high-level advice, funding and tools, and expediency in implementation, the City shall participate in all Hub meetings, and the Hubs shall report about and receive guidance on their work at each Advisory Council meeting.

- b. <u>Subcontractor Participation</u>. Subcontractors are strongly encouraged to participate in the Hub meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.
- 10.5 <u>Working Group Implementation</u>. Each Hub shall designate at least one representative to sit on each of the following Working Groups: City Oversight Working Group, the Community Engagement Working Group, the Workforce Working Group, and the Displacement Avoidance Working Group. The composition and operations of each Working Group shall be as follows:
  - a. City Oversight Working Group. In order to effectively resolve issues among and between Project Partners and community stakeholders related to implementing work, City agencies necessary for plan implementation (e.g., Public Works, Parks and Recreation, Community and Economic Development, and Public Utility) shall form a Working Group to meet on a Bi-monthly basis to collaborate, prioritize, streamline and track the overall progress of the COACHELLA COMMUNITY RESILIENCE CENTER Plan. Other departments and resources will be called in on an as-needed basis to ensure problems are solved rapidly and thoughtfully. This Working Group will advise the Advisory Council on critical issues related to project feasibility and implementation and provide suggestions for how to resolve issues or expedite project completion. The Community & Economic Development Departments will convene and lead this working group.
  - b. Technical & Design Review Working Group. To evaluate potential changes to the Plan through the implementation process, a technical and design review working group shall be formed. This Working Group is available to the Hubs and shall meet with Partners who are requesting changes or modifications to their respective projects for the purpose of evaluating the feasibility and challenges related to the request. This Working Group will be responsible for communicating with the City on potential changes or feedback on implementation challenges. The City will share this information with SGC. This Working Group shall report to the Advisory Council on recommendations for modifications to the COACHELLA COMMUNITY RESILIENCE CENTER Plan. The City will be responsible for convening this working group.
  - c. Community Engagement Working Group. Community Engagement Working Group shall be led by the Outreach Partner and shall include a representative from each Hub, a team of community members hired to do community engagement work, the City, and all communication-related Subcontractors hired to work on the COACHELLA COMMUNITY RESILIENCE CENTER Plan. This Working Group shall coordinate and plan outreach/engagement activities and efforts, craft communication messages, provide input on website and other social media design, ensure community engagement and participation for planning and implementing larger community events in the Project Area, and recruit grassroots organizations and networks to assist in community -based data collection, and dissemination of information and notices.
  - d. Workforce Working Group. Workforce Working Group shall be established by the County and utilized by all Partners as necessary for advice and coordination on all

training and hiring opportunities within each Project Type. Workforce Working Group will assist in job mapping, local labor force referrals, developing, and

advising on training modules, and connecting Partners to education and workforce partners.

- e. <u>Displacement Avoidance Working Group</u>. Displacement Avoidance Working Group shall be overseen by the Non-Displacement Partner. This Working Group will allow the Non-Displacement Partner to coordinate its displacement avoidance efforts and to make sure that a lens of anti-displacement is incorporated in the implementation of all COACHELLA COMMUNITY RESILIENCE CENTER Projects.
- 10.6 <u>Community Representation</u>. Parties acknowledge that community representation throughout the process is integral for the success of the COACHELLA COMMUNITY RESILIENCE CENTER, and Parties take all reasonable measures to engage the public, including but not limited to the following:
  - a. Working Groups, Hubs, and the Advisory Council will be forums wherein community stakeholders and Partners are able to participate in the discussion and decision-making process.
  - b. City will use existing local community groups and resident organizations to publicize meetings and utilize its Partners to assist in community outreach and engagement.
  - c. The determination and implementation of some Projects (specifically in the Urban Greening and Active Transportation Hubs) require more design, and Partners have committed to robust community participation in all aspects of design and location. The City will ensure that Spanish translation is available and that materials are provided in English and Spanish.
  - d. City shall consult with the Partners and community stakeholders privately and in Working Group settings to ensure clear messaging and communication on goals and requirements, address conflicts and roadblocks as they arise, and ensure that decisions are well-informed and made quickly to guarantee success.
- 10.7 Accountability. City shall work with Partners and stakeholders to engage them on what measures the community would like to see to ensure accountability throughout the process, including but not limited to the following:
  - a. In order to be accountable to the community, the City and the Co-Applicants commit to regular tracking of project metrics.
  - b. If metric targets are not met, the Advisory Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan, for their respective

- project, that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.
- c. All Projects will include strong levels of community engagement and input and are required to report out to their respective Hubs, allowing for peer-to-peer accountability and evaluation as well as direct community accountability.
- d. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the CRC investments are changing attitudes, behavior, health, and circumstances for the Project Area.
- e. Advisory Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.
- f. City is responsible for ensuring the accountability of its Co-Applicants, Partners, and Working Groups to meet their responsibilities and implement their Projects in a timely fashion, in accordance with their Work Plan and within their budget allocation.
- g. City will dedicate staff to monitor all Projects, participate in Hubs and Working Groups, and track progress through data dashboards and utilization of specific project management software and smart sheets that create charts and allow for task collaboration. Utilizing this software allows the City to measure progress and determine early on when tasks and timelines are not being met.
- h. City, as Lead Applicant, will meet with Co-Applicants when items begin to get flagged as late and develop appropriate work plans to address issues as they arise.
- City and Hub Leads will engage in site visits to visually inspect progress and build out of all projects and will utilize its Technical and Design Working Group with all accountability steps.

#### Section 11. TERM AND TERMINATION.

- 11.1 Term. This Partnership Agreement shall become effective as of the date on which the last Party executes this Partnership Agreement ("Effective Date"). The Term shall commence on the Effective Date and continue for five (5) years thereafter and shall automatically terminate unless otherwise extended by a written amendment to this Partnership Agreement executed by all of the Parties.
- 11.2 Termination. City reserves the right to terminate this Partnership Agreement for convenience upon thirty (30) days' written notice to the Co-Applicants. Co-Applicants reserve the right to terminate their participation in this Partnership Agreement for convenience upon thirty (30) days written notice to the City. This Partnership Agreement shall automatically terminate if the COACHELLA COMMUNITY RESILIENCE CENTER Application does not receive a grant award based on its response to the FY22/23 NOFA.

- 11.3 <u>Co-Applicant Substitution.</u> City, as the Lead Applicant, may remove and substitute individual Co-Applicants to this Partnership Agreement on an as needed basis, without the prior approval of other Co-Applicants.
- 11.4 Work Product. Each Co-Applicant shall deliver its Work Product to the City in Event of Termination.
- 11.5 Reimbursement. A Co-Applicant may submit a final request for reimbursement within sixty (60) days of termination. City shall review and seek reimbursement for all Co-Applicant sums for services actually performed and properly accounted for prior to the effective date of termination. No reimbursement submittals will be processed if received more than sixty (60) days after termination. Requests for reimbursement shall include invoices and any other necessary documentation, as determined by subsequent agreement between the City and the Co-Applicant.

#### Section 12. INDEMNIFICATION.

Each Partner shall indemnify, defend, and hold the City and the City's officers, agents, and employees harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to the intentional or negligent acts, errors, or omissions of that Partner, its officers, agents, or employees, in the performance of this Partnership Agreement.

City shall indemnify, defend, and hold each Partner harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to intentional or negligent acts, errors, or omissions of the City, its officers, agents, or employees, in the performance of this Partnership Agreement.

#### **Section 13. INSURANCE.**

- 13.1 General Provisions. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicants shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Partnership Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law. Any Party that is an authorized self-insured public entity for purposes of Professional Liability, General Liability, and Workers' Compensation warrants that it has the equivalent of the following coverages adequate to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Partnership Agreement and shall provide a self-insured affirmation letter to the City immediately upon the City's issuance of the Notice to Proceed.
- a <u>Limitations</u>. These minimum amounts of coverage shall not constitute any limitation or cap on a Co-Applicant's indemnification obligations.
- b. Ratings. Any insurance policy or coverage provided by a Co-Applicant or Subcontractors as required by this Partnership Agreement shall be deemed inadequate and a

material breach of this Partnership Agreement unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

- c. <u>Cancellation.</u> The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.
- d <u>Adequacy.</u> City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by a Co-Applicant pursuant to this Partnership Agreement are adequate to protect that Co-Applicant. If Co-Applicant believes that any required insurance coverage is inadequate, Co-Applicant will obtain such additional insurance coverage as Co-Applicant deems adequate, at Co-Applicant's sole expense.
- 13.2 <u>Workers' Compensation Insurance.</u> By executing this Partnership Agreement, Co-Applicant certifies that Co-Applicant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Co-Applicant shall carry the insurance or provide for self-insurance required by California law to protect said Co-Applicant from claims under the Workers' Compensation Act. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Co-Applicant is self-insured for such coverage, or 2) a certified statement that Co-Applicant has no employees, and acknowledging that if Co-Applicant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given thirty (30) days' prior written notice before modification or cancellation thereof.
- 13.3 Commercial General Liability and Automobile Insurance. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall obtain, and shall thereafter maintain during the term of this Partnership Agreement, commercial general liability insurance and automobile liability insurance as required to insure Co-Applicant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Co-Applicant. The City, and its officers, employees and agents, shall be named as additional insureds under the Co-Applicant's insurance policies.
  - a. Co-Applicant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
  - b. Co-Applicant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Co-Applicant's automobile

and/or commercial general liability insurance policies shall cover all vehicles used in connection with Co-Applicant's performance of this Partnership Agreement, which vehicles shall include, but are not limited to, Co-Applicant owned vehicles, Co-Applicant leased vehicles, Co-Applicant's employee vehicles, non-Co-Applicant owned vehicles and hired vehicles.

c. Immediately upon the City's issuance of the Notice to Proceed, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Partnership Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Coachella, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Coachella.

- d. The insurance policy or policies shall also comply with the following provisions:
  - (1) If the policy is written on a claims' made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
  - (2) The policy shall specify that the insurance provided by Co-Applicant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

#### Section 14. EFFECT OF THIS PARTNERSHIP AGREEMENT.

14.1 Each Party recognizes that another Party may need additional assurances regarding the CRC funding and the scope of work related to a Project before the commencement of construction of any component of a Project, including assurances for lenders and investors. Parties agree to cooperate with each other to reach mutual agreement on the Schedule of Performance, amendments to this Partnership Agreement, and other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications. Parties further understand and agree that the State of California retains the ultimate discretion to approve or deny CRC Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative stakeholder

structure, contingent upon CRC Grant funding and award.

14.2 Nothing contained in this Partnership Agreement shall be construed to require, or have the effect of requiring, the City to take any action inconsistent with any applicable law, rule or regulation which governs the City's actions.

#### Section 15. NON-DISCRIMINATION.

Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Partnership Agreement.

#### Section 16. DISPUTES.

Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding the CRC Grant that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Coachella County. Each Party shall bear its own expenses and costs associated with the mediation. Parties shall share the cost of a mediator equally.

#### Section 17. STATE DISCLAIMER.

Parties acknowledge that while the City has discussed the Project with the Strategic Growth Council, the State has not stated the conditions, if any, on which it would approve any approach to be funded pursuant to this Partnership Agreement. All terms and conditions stated in this Partnership Agreement or any other document regarding the Lead Applicant's or Co-Applicants' participation in the Project shall be modified as needed to meet all State requirements.

#### Section 18. MISCELLANEOUS.

- Notices. Any notices, bills, invoices, or reports relating to this Partnership Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth on the signature pages, and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid.
- 18.2 <u>Conflict of Interest.</u> No member, official or employee of the Parties shall have any personal

interest, direct or indirect, in this Partnership Agreement nor shall any such member, official or employee participate in any decision relating to this Partnership Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

- 18.3 <u>Governing Law.</u> This Partnership Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.
- 18.4 <u>Venue.</u> Any legal action related to the performance or interpretation of this Partnership Agreement shall be filed only in the Superior Court in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location.
- 18.5 No Third-Party Beneficiaries. This Partnership Agreement is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this Partnership Agreement.
- 18.6 <u>Section Headings.</u> The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Partnership Agreement.
- 18.7 <u>Compliance with Laws and Regulations: Legal Authority</u>. By executing this Partnership Agreement, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Nothing in this Partnership Agreement binds the Parties to perform any action that is beyond its legal authority.
- Authority. The persons executing this Partnership Agreement or exhibits attached hereto on behalf of the Parties to this Partnership Agreement hereby warrant and represent that they have the authority to execute this Partnership Agreement and warrant and represent that they have the authority to bind the respective Parties to this Partnership Agreement to the performance of its obligations hereunder.
- 18.9 <u>Assignment.</u> The Parties shall not assign, transfer, or subcontract any interest in this Partnership Agreement without the prior written consent of the City. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder, without prior written consent of City shall be null, void and of no effect.
- 18.10 <u>Counterparts.</u> This Partnership Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- 18.11 Entire Agreement. This Partnership Agreement, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this Partnership Agreement shall be in writing and acknowledged by all Parties to this Partnership Agreement.

Signatures are not required by time of application but will be required to execute the Partnership Agreement before the Grant Agreement.

IN WITNESS, WHEREOF, the parties hereto have exon, 2023.	ecuted this draft Partnership Agreement
City of Coachella a California General Law City	
Gabriel D. Martin, City Manager	
GRID Alternatives Inland Empire	
Jaime Alonzo, Executive Director	
The Latino Equity Advocacy and Policy Institute	
Reynaldo Leon, Executive Director	
Southern California Mountains Foundation	
Stacy Gorin, Executive Officer	

Hidden Harvest
Christy Porter, Executive Director
RAICES Cultura
Marnie Navarro, Executive Director
Emergency Management Services
[Authorized Representative]
TODEC
[Authorized Representative]
Sarvadoya Institute
[Authorized Representative]

UC San Diego Office of Innovation and	d Commercialization
[Authorized Representative]	
UC Riverside	
[Authorized Representative]	
Latino Commission	
[Authorized Representative]	
Riverside University Health	
[Authorized Representative]	

\*Note: Insert as many Co-applicant signature lines as needed. All parties to this agreement should sign.

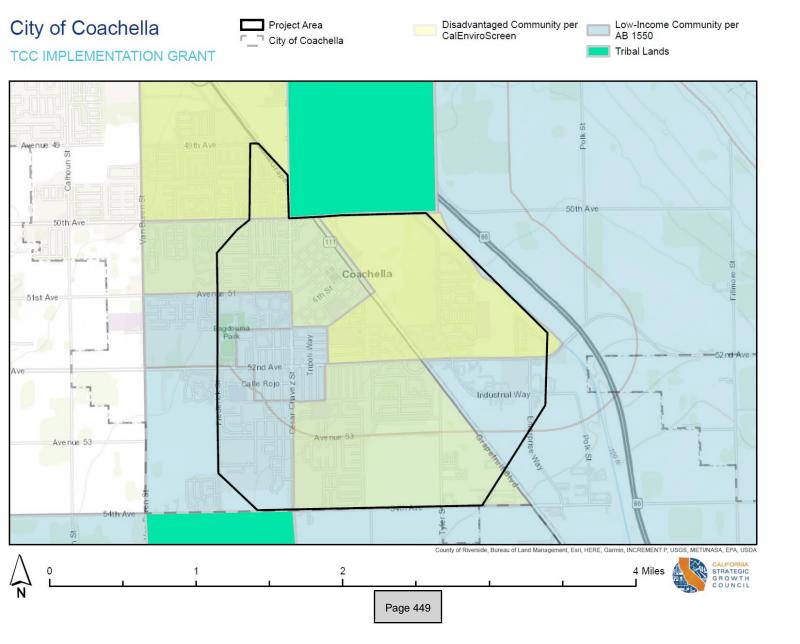
#### **END OF DOCUMENT**

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

AREA



# Coachella Community Resilience Center Project Area Map



#### **RESOLUTION NO. 2023-62**

A RESOLUTION OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE STRATEGIC GROWTH COUNCIL FOR THE COMMUNITY RESILIENCE CENTERS IMPLEMENTATION GRANT PROGRAM IN THE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000) AND APPROVE THE COLLABORATIVE STAKEHOLDER STRUCTURE, THE DRAFT PARTNERSHIP AGREEMENT, AND EXECUTE ALL RELATED GRANT DOCUMENTS

**WHEREAS,** the California Strategic Growth Council, has invited public agencies, including the City of Coachella ("City") to submit applications to the Grantor for the Fiscal Year 2022-23 Community Resilience Centers Program ("Grant") via a Notice of Funding Availability ("Notice") dated July 5, 2023; and

**WHEREAS,** in response to this Notice, the City wishes to apply to the Grantor for, and receive an allocation of, the Grant funds; and

**WHEREAS**, the City has determined that it is in the best interests to submit an application for Grant funds for the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change in and around the City's proposed Project Area; and

**WHEREAS**, the City shall submit an application to the Grantor to participate in the Grant program and for an allocation of funds of approximately Ten Million Dollars (\$10,000,000); and

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

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

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

**WHEREAS,** as a condition of applying for the grant, the Grantor requires a partnership agreement be in place between all the partner applicants; and

**WHEREAS,** a large component of the proposed project is the retrofitting of a facility into a Community Resilience Center; and

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

**SECTION 1:** That the City Manager, or his designee, is hereby authorized to execute an application for Grant funds for the purpose of obtaining financial assistance provided by the Strategic Growth Council.

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

**SECTION 3:** That the City Manager or his designee is authorized to enter into a partnership agreement between all partner applicants consistent with the intent and form of the draft agreement included as Exhibit A to this resolution with modifications, if needed, as to exact wording for updates and to conform and clarify the agreement for consistency with the intended purpose.

PASSED, APPROVED and ADOPTED this 13th day of September, 2023.

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	)
	at the foregoing Resolution No. 2023-62 was duly adopted by achella at a special meeting thereof, held on the 13 <sup>th</sup> day of g vote of Council:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados	
Deputy City Clerk	



#### STAFF REPORT 9/13/2023

To: Honorable Chair and Board Members of the Successor Agency to the City of

Coachella Redevelopment Agency

FROM: William Pattison, Interim Finance Director

**SUBJECT:** Resolution No. SA-2023-01, Approving the Last and Final Recognized Obligation

Payment Schedule (LFROPS)

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors of the Successor Agency to the City of Coachella Redevelopment Agency adopt Resolution No. SA-2023-01, approving a Last and Final Recognized Obligation Payment Schedule for the period July 1, 2024 through June 30, 2037 pursuant to Health and Safety Code Section 34191.6 and taking certain related actions.

#### **BACKGROUND:**

Pursuant to AB X1 26, the Successor Agency must prepare a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period (commencing each January 1 and July 1), listing the payments to be made by the Successor Agency during such period. All ROPS must be approved by the Oversight Board. Furthermore, each Oversight Board-approved ROPS must be submitted to the State Department of Finance ("DOF") for review.

On June 27, 2012, the Governor signed the State budget trailer bill AB 1484, which became effective immediately. AB 1484 imposed new requirements and deadlines for submission of ROPS. At the same time that the Successor Agency submits a ROPS to the Oversight Board for approval, the Successor Agency must also provide a copy of such ROPS to the DOF, the County Auditor-Controller and the County administrative officer. A copy of the Oversight Board-approved ROPS must be submitted to the DOF, the Office of the State Controller and the County Auditor-Controller and be posted on the Successor Agency's website. The Successor Agency must submit the ROPS to the DOF electronically in the manner of DOF's choosing.

On September 22, 2015, the Governor signed State budget trailer bill SB 107, which became effective immediately. Pursuant to SB 107, the Successor Agency must now file an annual ROPS, commencing with the fiscal period from July 1, 2016 to June 30, 2017, and for each fiscal year thereafter.

Pursuant to HSC section 34191.6 (a), beginning January 1, 2016, agencies may submit a Last and Final Recognized Obligation Payment Schedule (LFROPS) if all the following conditions are met:

- The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.
- All remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o).
- The agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The Successor Agency meets all of the above conditions required to submit a Last and Final ROPS request to the Countywide Oversight Board for approval and submission to the DOF.

Additionally, pursuant to terms of the Indenture of Trust for the Successor Agency's Tax Allocation Refunding Bonds, Series 2016A (the "2016 Bonds"), the Successor Agency must obtain written consent from Assured Guaranty Municipal Corp. ("the Insurer") as the insurer of the 2016 Bonds prior to filing a LFROPS for approval by the Countywide Oversight Board and DOF. The Successor Agency has obtained such written consent from the Insurer.

#### **FISCAL IMPACT:**

The preparation and submittal of the LFROPS is for the purpose of allowing the Successor Agency to pay its enforceable obligations for the period from July 1, 2024 through June 30, 2037. The LFROPS lists all remaining payments for the 2016 Bonds, annual bond Trustee fees for the 2016 Bonds, and annual administrative expenses of the Successor Agency.

#### Attachments:

- 1. Resolution No. SA-2023-01
- 2. Last and Final Recognized Obligation Payment Schedule
- 3. Administrative Budget
- 4. Bond Insurer Consent Letter

#### **RESOLUTION NO. SA-2023-01**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT AGENCY APPROVING A LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2037, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.6 AND TAKING CERTAIN RELATED ACTIONS

#### RECITALS:

- A. Pursuant to Health and Safety Code Section 34191.6(a), the Successor Agency to the City of Coachella Redevelopment Agency (the "Successor Agency") may prepare a proposed Last and Final Recognized Obligation Payment Schedule ("LFROPS") and submit such LFROPS to the Countywide Oversight Board (the "Oversight Board") for approval if certain conditions are met.
- B. Pursuant to Health and Safety Code Section 34191.6(b), the Successor Agency may then submit the Oversight Board-approved LFROPS to the State Department of Finance ("DOF) for review and approval. A copy of the Oversight Board-approved LFROPS must also be submitted to the County Administrative Officer and the County Auditor-Controller, and posted to the Successor Agency's internet website.
- C. Pursuant to Health and Safety Code Section 34191.6(c), DOF shall have 100 days to review the LFROPS submitted pursuant to subdivision (b).

NOW, THEREFORE, THE BOARD OF DIRECTORS FOR THE SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT AGENCY (THE "BOARD"), HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

 $\pmb{SECTION}$   $\pmb{1}$  - The above recitals are true and correct and are a substantive part of this Resolution.

**SECTION 2 -** This Resolution is adopted pursuant to the provisions of Health and Safety Code Section 34191.6.

#### **SECTION 3 -** The Board hereby finds and determines the following:

- a) The remaining debt of the Successor Agency is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules; and
- b) All remaining obligations have been previously listed on a Recognized Obligation Payment Schedule and approved for payment by DOF pursuant to subdivision (m) or (o) of Section 34177; and

c) The Successor Agency is not a party to outstanding or unresolved litigation.

**SECTION 4 -** The Board hereby approves the LFROPS, substantially in the form attached hereto as Exhibit A, and the annual administrative budget, substantially in the form attached hereto as Exhibit B. The Executive Director of the Successor Agency, in consultation with the Successor Agency's legal counsel, may modify the LFROPS as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

**SECTION 5 -** Staff is hereby authorized and directed to submit a copy of the LFROPS to the Oversight Board for approval.

**SECTION 6 -** Staff is hereby authorized and directed to submit a copy of Oversight Board-approved LFROPS to the DOF, the County Administrative Officer, and the County Auditor-Controller.

**SECTION 7 -** Staff is hereby authorized and directed to post a copy of the Oversight Board-approved LFROPS on the Successor Agency's Internet website (being a page on the Internet website of the City of Coachella).

**SECTION 8 -** The officers and the staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

PASSED, APPROVED AND ADO	<b>ASSED, APPROVED AND ADOPTED</b> this 13th day of September, 2023.								
Steven A. Hernandez Chair									
ATTEST:									
Angela M. Zepeda Secretary									
APPROVED AS TO FORM:									
Carlos Campos									
Attorney									

STATE OF CALIFONIA COUNTY OF RIVERSIDE CITY OF COACHELLA	) ) ss. )		
I HEREBY CERTIFY that the f Board of Directors of the Successor meeting thereof, held on the 13 <sup>th</sup> of	or Agency to the Coa	achella Redevelopment A	gency at a regular
AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
Delia Granados,			
Deputy City Clerk			

Title

Date

## Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary Filed for the July 1, 2024 through June 30, 2037 Period

Successor Agency: Coachella

County: Riverside Initial ROPS 24-25A

Period:

Final ROPS Period: 36-37B

#### **Requested Funding for Enforceable Obligations**

#### **Total Outstanding Obligation**

Α	Enforceable Obligations Funded as Follows (B+C)	\$27,763,003
В	Bond Proceeds	-
С	Other Funds	27,763,003
D	Redevelopment Property Tax Trust Fund (RPTTF) (E+F)	\$28,169,217
Е	RPTTF	28,013,217
F	Administrative RPTTF	156,000
G	Total Outstanding Obligations (A+D)	\$55,932,220

Name

Signature

/s/

#### **Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

# Coachella Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period July 1, 2024 through June 30, 2037

A Period July - December										
		Fund Sour	rces		Six-Month					
ROPS Period	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	Total					
	\$-	\$27,763,003	\$211,050	\$78,000	\$28,052,053					
ROPS 24-25A	-	2,466,920	20,850	6,000	\$2,493,770					
ROPS 25-26A	-	2,504,658	20,850	6,000	\$2,531,508					
ROPS 26-27A	-	2,559,826	20,850	6,000	\$2,586,676					
ROPS 27-28A	-	2,597,420	20,850	6,000	\$2,624,270					
ROPS 28-29A	-	2,646,307	15,850	6,000	\$2,668,157					
ROPS 29-30A	-	2,809,251	15,850	6,000	\$2,831,101					
ROPS 30-31A	-	2,846,075	15,850	6,000	\$2,867,925					
ROPS 31-32A	-	3,330,457	15,850	6,000	\$3,352,307					
ROPS 32-33A	-	1,119,422	15,850	6,000	\$1,141,272					
ROPS 33-34A	-	1,139,829	15,850	6,000	\$1,161,679					
ROPS 34-35A	-	1,155,813	10,850	6,000	\$1,172,663					
ROPS 35-36A	-	1,286,150	10,850	6,000	\$1,303,000					
ROPS 36-37A	-	1,300,875	10,850	6,000	\$1,317,725					

	B Period January - June										
		Fund	Sources	Civ Month	Twelve-Month Total						
ROPS Period	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	Six-Month Total	Total					
	\$-	\$-	\$27,802,167	\$78,000	\$27,880,167	\$55,932,220					
ROPS 24-25B	-	-	2,964,316	6,000	\$2,970,316	\$5,464,086					
ROPS 25-26B	-	-	2,974,652	6,000	\$2,980,652	\$5,512,160					
ROPS 26-27B	-	-	2,964,840	6,000	\$2,970,840	\$5,557,516					
ROPS 27-28B	-	-	2,962,615	6,000	\$2,968,615	\$5,592,885					
ROPS 28-29B	-	-	3,078,502	6,000	\$3,084,502	\$5,752,659					
ROPS 29-30B	-	-	3,062,150	6,000	\$3,068,150	\$5,899,251					
ROPS 30-31B	-	-	3,490,914	6,000	\$3,496,914	\$6,364,839					
ROPS 31-32B	-	-	1,218,844	6,000	\$1,224,844	\$4,577,151					
ROPS 32-33B	-	-	1,219,658	6,000	\$1,225,658	\$2,366,930					
ROPS 33-34B	-	-	1,216,626	6,000	\$1,222,626	\$2,384,305					
ROPS 34-35B	-	-	1,327,300	6,000	\$1,333,300	\$2,505,963					
ROPS 35-36B	-	-	1,321,750	6,000	\$1,327,750	\$2,630,750					
ROPS 36-37B	-	-	-	6,000	\$6,000	\$1,323,725					

# Coachella Last and Final Recognized Obligation Payment Schedule (ROPS) - ROPS Detail July 1, 2024 through June 30, 2037 (Report Amounts in Whole Dollars)

Α	В	С	D	E	F	G	Н	I
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstaning Obligation
								\$55,932,220
8	Employee Costs	Admin Costs	02/01/2012	09/01/2036	Agency Employees	Payroll for Employees	Merged	156,000
9	Professional Services	Fees	06/01/1998	09/01/1936	Union Bank	Trustee Fees	Merged	155,800
10	Professional Services	Fees	07/04/2005	12/31/2016	The Pun Group, LLC	Annual Audit	Merged	55,250
12	2013 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	10/24/2013	12/01/2028	Union Bank	Tax Allocation Refunding Bonds (to refund 1998 and 1999 Bonds)	Merged	1,976,259
26	Calle Verde	Bond Funded Project - Housing	02/01/2012	09/01/2036	Attorney	Document review, counsel, Notices	Merged	-
27	Bond Debt Service Reserve Fund	Reserves	07/04/2005	09/01/2036	Successor Agency/ Trustee	Reserve per HSC 34171(d)(1)(A)	Merged	25,296,084
29	2014 Tax Allocation Refund Bonds	Refunding Bonds Issued After 6/27/12	10/01/2014	12/01/2034	Union Bank	Tax Allocation Refunding Bonds (to refund 2004A & portion of 2004B)	Merged	7,892,105
31	Calle Verde	Bond Funded Project - Housing	02/01/2012	09/01/2036	County Housing Authority	Develop/repair subdivision, permits, Architectural and Engineering		-
32	Calle Verde	Bond Funded Project - Housing	02/01/2012	09/01/2036	County Housing Authority	Project delivery costs		-
33	2016 Tax Allocation Refund Bonds	Refunding Bonds Issued After 6/ 27/12	03/02/2016	09/01/2036	Union Bank	Tax Allocation Refunding Bonds (to refund 2004B, 2006, 2006 LMI bonds)		20,400,722
34	Affordable Housing Development	Bond Funded Project - Housing	02/01/2012	09/01/2036	County Housing Authority	Project delivery costs		-

Α	K	L	М	Р	Q	S	Т	U	Х	Y	AA	АВ	AC	AF	AG	Al	AJ	AK
	24-2	25A (Jul-De	ec)	24-25B (J	lan-Jun)	25-2	6A (Jul-De	ec)	25-26B (Jan-Jun)		26-2	26-27A (Jul-Dec)		26-27B (Jan-Jun)		27-28A (Jul-Dec)		)c)
Item #	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF
	\$2,466,920	\$20,850	\$6,000	\$2,964,316	\$6,000	\$2,504,658	\$20,850	\$6,000	\$2,974,652	\$6,000	\$2,559,826	\$20,850	\$6,000	\$2,964,840	\$6,000	\$2,597,420	\$20,850	\$6,000
8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	-	16,600	-	-	-	-	16,600	-	-	-	-	16,600	-	-	-	-	16,600	-
10	-	4,250	-	-	-	-	4,250	-	-	-	-	4,250	-	-	-	-	4,250	-
12	366,231	-	-	30,044	-	370,044	-	-	23,244	-	383,244	-	-	16,044	-	386,044	-	-
26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	-	-	-	2,504,658	-	-	-	-	2,559,826	-	-	-	-	2,597,420	-	-	-	-
29	692,307	-	-	118,307	-	703,307	-	-	103,682	-	723,682	-	-	88,182	-	738,182	-	-
31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
33	1,408,382	-	-	311,307	-	1,431,307	-	-	287,900	-	1,452,900	-	-	263,194	-	1,473,194	-	-
34	-	-	-	_	-	-	-	-	-	-	-	-	-	-	-	-	-	_

Α	AN	AO	AQ	AR	AS	AV	AW	AY	AZ	ВА	BD	BE	BG	ВН	ВІ	BL	ВМ
	27-28B (Jan-Jun) 28-29A (Jul-Dec)			28-29B (Jan-Jun) 29-30A (Jul-Dec			ec)	29-30B (Jan-Jun)		30-31A (Jul-Dec)			30-31B (Jan-Jun)				
Item #	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF
	\$2,962,615	\$6,000	\$2,646,307	\$15,850	\$6,000	\$3,078,502	\$6,000	\$2,809,251	\$15,850	\$6,000	\$3,062,150	\$6,000	\$2,846,075	\$15,850	\$6,000	\$3,490,914	\$6,000
8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	11,600	-	-	-	-	11,600	-	-	-	-	11,600	-	-	-
10	-	-	-	4,250	-	-	-	-	4,250	-	-	-	-	4,250	-	-	-
12	8,182	-	393,182	-	-	-	-	-	-	-	-	-	-	-	-	-	-
26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	2,646,308	-	-	-	-	2,809,251	-	-	1	-	2,846,075	-	-	-	-	3,330,457	-
29	71,932	1	751,932	-	-	61,307	-	766,307	1	ı	49,850	ı	769,850	-	-	37,700	-
31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
33	236,193	-	1,501,193	-	-	207,944	-	2,042,944	-	-	166,225	-	2,076,225	-	-	122,757	-
34	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-

Α	ВО	ВР	BQ	ВТ	BU	BW	вх	BY	СВ	CC	CE	CF	CG	CJ	CK	СМ	CN	СО	DI
	31-32A (Jul-Dec)		31-32B (Jan-Jun)		32-33A (Jul-Dec)		32-33B (Jan-Jun)		33-34A (Jul-Dec)		33-34B (Jan-Jun)		34-35A (Jul-Dec)		36-37B (Jan-Jun)				
Item #	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	Admin RPTTF
	\$3,330,457	\$15,850	\$6,000	\$1,218,844	\$6,000	\$1,119,422	\$15,850	\$6,000	\$1,219,658	\$6,000	\$1,139,829	\$15,850	\$6,000	\$1,216,626	\$6,000	\$1,155,813	\$10,850	\$6,000	\$6,000
8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	-	11,600	-	-	-	-	11,600	-	-	-	-	11,600	-	-	-	-	6,600	-	-
10	-	4,250	-	-	-	-	4,250	-	-	-	-	4,250	-	-	-	-	4,250	-	-
12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	-	-	-	1,119,422	-	-	-	-	1,139,829	-	-	-	-	1,155,813	-	-	-	-	-
29	782,700	-	-	24,197	-	454,197	-	-	16,404	-	461,404	-	-	8,338	-	468,338	-	-	-
31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
33	2,547,757	-	-	75,225	-	665,225	-	-	63,425	-	678,425	-	-	52,475	-	687,475	-	-	-
34	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Α	CR	CS	CU	CV	CW	CZ	DA	DC	DD	DE	
	34-35B (J	an-Jun)	35-3	36A (Jul-De	ec)	35-36B (J	lan-Jun)	36-37A (Jul-Dec)			
Item #	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	RPTTF	Admin RPTTF	Other Funds	RPTTF	Admin RPTTF	
	\$1,327,300	\$6,000	\$1,286,150	\$10,850	\$6,000	\$1,321,750	\$6,000	\$1,300,875	\$10,850	\$6,000	
8	-	-	-	-	-	-	-	-	-	-	
9	-	-	-	6,600	-	-	1	-	6,600	-	
10	-	ı	-	4,250	-	-	1	-	4,250	1	
12	-	-	-	-	-	-	-	-	-	-	
26	-	-	-	-	-	-	1	-	-	-	
27	1,286,150	-	-	-	-	1,300,875	1	-	-	1	
29	-	1	-	-	-	-	1	ı	-	1	
31	-	ı	-	-	-	-	1	ı	-	1	
32	-	-	-	-	-	-	-	-	-	-	
33	41,150	-	1,286,150	-	-	20,875	-	1,300,875	-	-	
34	-	-	-	-	-	-	-	-	-	-	

#### CONSENT OF ASSURED GUARANTY MUNICIPAL CORP.

The undersigned hereby certifies that she is authorized to execute and deliver this Consent on behalf of Assured Guaranty Municipal Corp. ("AGM"), as issuer of a municipal bond insurance policy for those certain outstanding Tax Allocation Refunding Bonds (Merged Project Areas) 2016 Series A and 2016 Series B (collectively, the "Bonds"), issued by the Successor Agency to the Coachella Redevelopment Agency (the "SA"), pursuant to that certain Indenture of Trust dated as of March 1, 2016 (the "Indenture"), by and between the SA and MUFG Union Bank, N.A., as trustee. AGM's consent hereunder is given pursuant to Section 5.1 of the Indenture.

In reliance upon the information provided to AGM by or on behalf of the SA, and without independent investigation or confirmation, AGM hereby consents to the filing of a Last and Final Recognized Obligation Payment Schedule (ROPS) (July 1, 2024 through June 30, 2037) (the "LFROPS"), in the form presented to AGM for its review. Notwithstanding the foregoing, AGM reserves its right to consent prior to the subsequent filing of any final amendment to the LFROPS, as applicable.

Neither this Consent nor any past, present or future consents, waivers, actions, amendments or other agreements, individually or in combination, may be construed to imply or impose upon AGM any intention, agreement, obligation or undertaking to grant future consents, waivers or amendments, or to limit the ability of AGM to exercise any and all of its rights in connection with the Indenture, which shall remain unmodified and in full force and effect except as to the modifications consented to hereinabove. In addition, by granting this Consent AGM is exercising its contractual rights for its own benefit and makes no representation as to whether the consent of any other persons or party is required in connection herewith.

Dated July 26, 2023

ASSURED GUARANTY MUNICIPAL CORP.

Karen Hofstein Managing Directo

Managing Director, Muni Surveillance

## SUCCESSOR AGENCY to the COACHELLA REDEVELOPMENT AGENCY

## ANNUAL ADMINISTRATIVE BUDGET (For each fiscal year from July 1, 2024 through June 30, 2037)

Annual Administrative Allocation	\$ 12,000
Overhead Costs Successor Agency Board, Other	\$ 1,500
Professional Services Financial, Bond Administration	\$ 3,500
Salaries and Benefits  Executive Director, Finance personnel, City Clerk	\$ 7,000



### **STAFF REPORT** 9/13/2023

To: Honorable Mayor and City Council Members

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

SUBJECT: <u>City of Coachella 6<sup>th</sup> Cycle Housing Element</u> General Plan Amendment No. 21-

02 and Environmental Assessment No. 22-03 for consideration of the City of

Coachella 6<sup>th</sup> Cycle Housing Element for 2021-2029. City-Initiated.

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council

1. Adopt Resolution No. 2023-61 to adopt a negative declaration for adoption of the 2021-2029 Housing Element and approve General Plan Amendment No. 21-02 amending the City of Coachella 2035 General Plan for adoption of the 2021-2029 Housing Element.

#### **BACKGROUND:**

The City Council adopted the Coachella General Plan 2035 on April 22, 2015, that established the goals, policies, and implementation strategies that will implement the vision for the City of Coachella. The Housing Element is one of seven mandatory elements of a city's General Plan. The purpose of the Housing Element is to identify and analyze existing and projected housing needs in an effort to preserve, improve and develop housing for all economic segments of the community in accordance with state law. It is the only general plan element for which State certification is required. State law requires that Housing Elements be updated periodically, pursuant to legislative action, depending on the region. As a jurisdiction of the Southern California Association of Governments (SCAG) region, the City of Coachella is required to adopt its updated Housing Element within 120 days of October 15, 2021 that covers the planning period October 2021 through October 2029 (by February 15, 2014). SCAG received a housing need of 1,341,827 units distributed to the 197 SCAG jurisdictions. Jurisdictions that do not have a compliant housing element by the October 15, 2021 deadline may be ineligible to apply for State grants.

The existing Housing Element was adopted by the City and certified by the State Department of Housing and Community Development (HCD) in April 2014. The current draft Housing Element commenced in early 2021. Since that time, the City has engaged in a series of consultations, workshops, and meetings with housing advocates, developers, local service providers, neighborhood associations, and the community-at-large to solicit input regarding the Element and issues related to its implementation. Staff has worked with HCD to prepare edits to the draft Housing Element to address the state's comments and questions.

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

The proposed Housing Element update outlines the City's housing policies, goals and objectives for the eight-year planning period from 2021 through 2029. A copy of the draft Housing Element is found as Exhibit B to this report. The updated Housing Element addresses the following topics as required by State law:

- Population growth and employment trends
- Household characteristics
- Housing costs and vacancy rates
- Inventory of available residentially zoned land
- Governmental and non-governmental constraints to housing production
- Special housing needs (persons with disabilities, homeless, female heads of households and seniors)
- Energy conservation measures
- Existing affordable housing developments
- Review and evaluation of the previous Housing Element (2008 2013)

#### Organization of Housing Element

Per California Government Code §65580-65589, a housing element must consist of the following components:

- **Review of the Previous Housing Element**: An evaluation of the results of the goals, policies, and programs adopted in the previous Housing Element that compares projected outcomes with actual achieved results. (See Appendix D).
- Housing Needs Assessment: An analysis of the existing and projected housing needs of the community. It provides a profile of sociodemographic information, such as population characteristics, household information, housing stock, tenure, and housing affordability. The assessment also considers local special housing needs, such as, seniors, farmworkers, homeless, large households, and female-headed households. (See Appendix A)
- **Inventory of Adequate Sites**: An inventory listing adequate sites that are suitably zoned and available within the planning period to meet the City's fair share of regional housing needs across all income levels. (See Appendix B).
- **Housing Resources**: An identification of resources to support the development, preservation, and rehabilitation of housing.
- **Housing Constraints**: An assessment of impediments to housing production across all income levels covering both governmental (e.g., zoning, fees, etc.) and nongovernmental (e.g., market, environmental, etc.). (See Appendix C).
- **Affirmatively Furthering Fair Housing**: This section provides an assessment of fair housing by identifying disparities in housing needs, unequal access to opportunity, and/or patterns of racial and ethnic segregation, a process referred to as affirmatively furthering fair housing (AFFH).
- Housing Plan: This section provides a statement of the community's goals, quantified objectives, and policies to maintain, preserve, improve, and develop housing, as well as a

schedule of implementable actions to be taken during the planning period to achieve the goals, objectives, and policies.

#### Review of Previous Housing Element for Reporting Period 2014-2021

For the period of 2014-2021, the City of Coachella had a RHNA of 6,771 units, 2,614 of which are for lower-income households. The City's focus during the 5<sup>th</sup> cycle was to complete the 4<sup>th</sup> and 5<sup>th</sup> Cycle shortfall rezonings to ensure adequate capacity for housing development. The City completed the 4th Cycle rezoning program in 2019, by adopting Ordinance No. 1143, which rezoned portions of "Zona Central" to RM-Urban and RM- General for capacity of 1,916 units for lower-income units. In 2021, the City completed two separate rezoning projects with realistic unit potential of 2,781 in new RM- Urban and RM- General zones.

In addition, the City has actively worked with for profit and non-profit developers to entitle a variety of market rate and affordable projects. Market rate products include single-family products at Valencia at Coachella, Escondida Pointe, Sevilla, and Mariposa Pointe. In 2020, the City approved Pueblo Viejo Villas of 108 affordable apartment units. Placita Dolores Huerta by Community Housing Opportunities Corporation (CHOC) was approved in 2020 and the affordable housing project includes 50 replacement units and 60 new units over two phases.

#### Housing Needs Allocation Site Inventory (2021-2029)

The City has an existing RHNA allocation of 7,886 units distributed among a variety of affordability, Table 1, for the period 2021-2029 that the City must create a regulatory environment in which the private market could build these housing units.

Table 1: 6<sup>th</sup> Cycle RHNA

	Coac	hella	Riverside	e County	SCAG						
Area/Income	Number of Units	Percent	Number of Units	Percent	Number of Units	Percent					
Total	7,886	100%	167,351	100%	1,341,827	100%					
Extremely Low <sup>1</sup>	516										
Very Low (30-50% MFI)	517	13%	41,995	25%	351,796	26%					
Low (50-80% MFI)	999	13%	26,473	16%	206,807	15%					
Moderate (80-120% MFI)	1,367	17%	29,167	17%	223,957	17%					
Above Moderate (>120% MFI)	4,487	57%	69,716	42%	559,267	42%					

 $^{\rm 1}\,{\rm Assumes}$  50% of Very Low-income households are Extremely-Low income.

Coachella City Median Income 4-person household: \$34,224, Riverside County Median Income 4-person household: \$67,005

A housing site inventory was conducted to identify the ability of the City to meet the RHNA allocation. The site inventory explored to scenarios (Table 2): Scenario #1 - Existing Zoning Capacity and Scenario #2 - General Plan Potential Capacity. Under Scenario #1, the existing

zoning districts the capacity for residential units would result in a shortfall in 1,759 low-income units and 441 above moderate income units and a surplus of 845 units for moderate income households. Under Scenario #1, a rezoning program would be necessary to accommodate the RHNA allocation.

Under Scenario #2, the residential capacity was analyzed using the distribution of land use under the general plan, which expands residential opportunities into new portions of the City and increases maximum allowed density. The City Council adopted the Zoning Consistency Update on July 26, 2023 which allows the City to implement Scenario #2. Initial results for the site inventory under Scenario #2 identified several hundred parcels eligible for residential development with over 30,000 potential units possible. The sites were screened further to focus on the most eligible development sites. Under Scenario #2, 2,345 low-income units (586 unit surplus) and 1,468 moderate income units (101 unit surplus) and 6,190 above moderate income units (2,538 unit surplus) can be accommodated with a total surplus of 3,225 units. Figure 1 (below) identifies the site inventory map under Scenario #2.

Table 2: Residential Development Potential and RHNA

	ExtremelyLow, Very Low, and Low	Moderate	Above Moderate	Total
RHNA	2,032	1,367	4,487	7,886
Entitled/Proposed Projects <sup>1</sup>	273		835	1,108
Remaining RHNA	1,759	1,367	3,652	6,778
Site Inventory Results				
Scenario 1 – Existing Capacity (Zoning Code)		2,212	3,211	5,423
Remaining- Zoning Scenario	1,759	-845 <sup>2</sup>	441	
Scenario 2 – Potential Capacity (General Plan) <sup>3</sup>	2,345	1,468	6,190	10,003
Remaining- General Plan Scenario	-586²	-1012	-2,538 <sup>2</sup>	-3,225

<sup>&</sup>lt;sup>1</sup> Considers net new units only.

Source: City of Coachella, LWC 2022

<sup>&</sup>lt;sup>2</sup> Negative value indicates a surplus.

 $<sup>^{3}</sup>$  Requires rezoning, see Programs 1.1, 1.2, and 1.3.

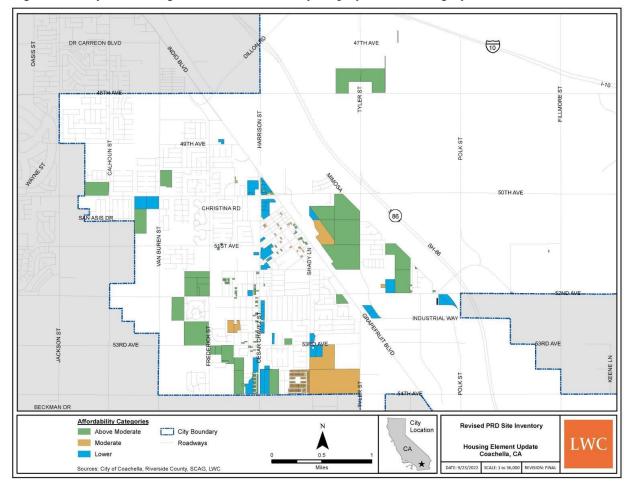


Figure 1: 6th Cycle Housing Element Site Inventory Map by Income Category for General Plan Scenario

#### Housing Plan

The Housing Plan of the Housing Element serves as the City's strategy for addressing its housing needs and identifies goals, policies, and programs. Below are a list of the Housing Plan Goals as well as some notable policies and programs:

- Goal A: Facilitate the Development of a Variety of Housing Types to Provide Adequate Housing in the City to all Households
  - o <u>Program 1.1 General Plan Implementation</u>: .. the City will review the prior completed study that analyzed changes needed to the Zoning Code and revise as necessary to complete a comprehensive Zoning Code update.
- Goal B: Conserve and Improve the Condition of the Existing Housing Stock
  - o <u>Policy a</u>) <u>Rehabilitation Funds</u>. Continue to use available state and federal funds for housing rehabilitation, in a manner that will benefit the largest number of lower-income households, including those with extremely and very low income.
- Goal C: Encourage Energy Conservation to Reduce Housing Costs

- Program 23.3 Water Conservation. Assist in distributing information to the public regarding free home water consumption audits of the Coachella Water Authority and rebate programs offered by Imperial Irrigation District.
- Goal D: Promote Fair Housing Opportunity for All Persons [regardless of race, religion, marital status, age, sex, gender, nationality, physical or developmental disability, family size, and level and source of income]
  - O Program 4.2 Reasonable Accommodation. Adopt a "Reasonable Accommodation" procedure, in accordance with SB 520, as part of the updated Zoning Code to allow for administrative processing of requests for features and accessibility for persons with disabilities and persons with developmental disabilities.
- Goal E: Remove Constraints to the Maintenance, Improvement, and Development of Housing
  - o <u>Program 5.5 Accessory Dwelling Units (ADUs).</u> Amend the Zoning Code to remove references to second units and regulate with the City's ADU ordinance, which complies with state law regarding ADUs.
  - O Program 5.12 Objective Design Standards. Develop objective design standards and clear findings to evaluate projects for compliance with the Architectural Review and Conditional Use processes. This effort will evaluate existing subjective standards required for approval in both the Zoning Code and specific plans. The purpose of these standards is to expedite the development review process and support the City in meetings its housing goals.
- Goal F: Promote Affordable Housing to Meet the Needs of Lower- and Moderate Income Households
  - O Program 6.7 Streamlined Approvals. Develop a written policy or project review and approval guidelines as appropriate to specify the SB 35 (2017) streamlining approval process and standards for eligible projects, as set forth under California Government Code, Section 65913.4.
- Goal G: Preserve Existing Affordable Housing Opportunities for Lower Income Residents of the City
  - Program 7.1 Housing Choice Vouchers. Actively support the Riverside County Housing Authority's attempts to secure additional Section 8 Housing Choice rental assistance for extremely low-, very low-, and low-income households.

The City of Coachella is responsible for implementation of the Housing Plan Programs for the 2021-2029 period and will need to report progress towards these goals in the Annual Progress Report that the City prepares annually for the City Council for submission to the HCD.

#### Public Outreach

As part of the development of this Housing Element, the City's public participation program included two focus group meetings, four steering committee meetings, one community-wide meeting, one public hearing with the Planning Commission, and one public hearing with the City Council.

## o Focus Groups

Two focus groups were organized with eight participants representing developers and housing advocates. Invitations were sent to 51 individuals.

- o Focus Group #1: Wednesday, April 21, 2021, 5:00 pm − 6:00 pm
- o Focus Group #2: Friday, April 23, 2021, 1:30pm 2:30pm

#### Steering Committee

The City formed a housing element steering committee consisting of 8 members (Alianza – Sahara Huazano, Housing Authority of the County of Riverside - Michael Walsh, Lift to Rise – Taylor Libolt Varner and Ian Gabriel, Our Lady of Soledad – Deacon Fernando Heredia, Strategic Land Partners - Jim Kozak, Ana Perez Real Estate – Ana Perez, Pulte Homes - Daniel Wozniak, Chelsea - Dave Davis. The committee meetings took place July 26, 2021, August 16, 2021 and August 27, 2021.

## o Community Event

On October 14, 2021, the City of Coachella hosted a virtual public workshop for the 6th Cycle Housing Element Update project.

- o An Online Survey was made available for the community in the Fall of 2021 with a deadline of November 11, 2021.
- o <u>Joint Study Session of City Council and Planning Commission November 8, 2021</u>.

## o Public Drafts of the Housing Element

Drafts of the Housing Element are required to be made available to the public for a 7-day period before submission to HCD at the Coachella Library and the City website.

- o <u>1st Public Review draft</u> available September 20 and sent to HCD on September 28, 2021. The City received a HCD response letter November 24, 2021.
- 2<sup>nd</sup> Public review draft made available on September 30, 2021 and sent to HCD October 10, 2021
- o 3<sup>rd</sup> Public Review draft made available September 2022 and sent to HCD September 2021.
- o <u>4th Public Review draft</u> made available June 5, 2023 in response HCD December 9, 2022 comment letter and sent to HCD June 14, 2023.

#### SB 18 Tribal Consultation

The City sent correspondence to tribal governments in compliance with Senate Bill 18 tribal consultation requirements beginning August 8, 2022 and ending November 6, 2022. No tribal governments requested consultation regarding the proposed Housing Element Update.

#### **ENVIRONMENTAL REVIEW:**

An Environmental Initial Study recommending the adoption of a Negative Declaration was prepared for the 6th Cycle Housing Element update. There were no potentially significant impacts identified and no mitigation measures recommended for any of the environmental factors analyzed.

The Housing Element is a policy document that is not tied to any specific development proposal, and as such does not create any direct physical changes to the environment.

A Notice of Intent to Adopt a Negative Declaration was distributed to local agencies for 20-day review and comment period on October 20, 2022 and ended November 8, 2022. The notice of Intent was posted with the County Clerk on October 19, 2022. No written comments have been received as of the date that this staff report was written. The City Council must find adequacy in the environmental documents as part of reviewing the initial draft Housing Element.

#### **ALTERNATIVES:**

- Adopt Resolution No. 2023-61 adopting a negative declaration (EA No. 22-03) for adoption of the 2021-2029 Housing Element and approve General Plan Amendment No. 21-02 amending the City of Coachella 2035 General Plan for adoption of the 2021-2029 Housing Element.
- 2) Adopt Resolution No. 2023-61 adopting a negative declaration (EA No. 22-03) for adoption of the 2021-2029 Housing Element and approve General Plan Amendment No. 21-02 amending the City of Coachella 2035 General Plan for adoption of the 2021-2029 Housing Element. with amendments.
- 3) Deny of Resolution No. 2023-61.
- 4) Continue this item and provide staff with direction.

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

Staff recommends Alternative #1 as noted above.

#### Attachment:

- Resolution No. 2023-61, EA No. 22-03 General Plan Amendment No. 21-01
   Exhibit A Negative Declaration (EA No. 22-03) for the 6<sup>th</sup> Cycle Housing Element of the City of Coachella

   Exhibit B Draft 6<sup>th</sup> Cycle Housing Element of the City of Coachella
- 2. November 8, 2021 Joint Study Session of City Council and Planning Commission Presentation Slides

#### RESOLUTION NO. 2023-61

A RESOLUTION OF THE COACHELLA CITY COUNCIL ADOPTING **NEGATIVE DECLARATION** A (ENVIRONMENTAL **ASSESSMENT** NO. 22-03) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL **OUALITY ACT AND APPROVING GENERAL PLAN** AMENDMENT NO. 22-01 TO AMEND THE CITY OF COACHELLA GENERAL PLAN 2035 ADOPTING THE CITY OF COACHELLA SIXTH CYCLE HOUSING **ELEMENT** (2021-2029). **APPLICANT:** CITY OF **COACHELLA** 

WHEREAS, the City of Coachella initiated General Plan Amendment No. 22-01 for preparation of the 6<sup>th</sup> Cycle Housing Element of the City's General Plan to analyze the City population and existing housing stock, evaluate efforts in the previous Housing Element, identify housing constraints, and consider the future needs for housing in the City, with a particular focus on affordable housing and housing for special needs households, including seniors, disabled persons, large families, single parent households, farmworkers and the homeless. It also provides the City's decision makers with Goals, Policies and Programs intended to facilitate the development and preservation of adequate housing supply to meet these needs. This Update addresses the sixth cycle from 2021 to 2029.

**WHEREAS**, in 2015, the City of Coachella ("City") adopted a General Plan Update to guide development and provide a basis for decision-making for the City through 2035; and

**WHEREAS**, the City desires to encourage the maintenance, improvement, and rehabilitation of the City's existing housing stock; and,

**WHEREAS**, the City finds it beneficial to improve housing conditions in the community and encourage energy efficiency in both new and existing housing stock; and,

**WHEREAS**, the City wishes to promote equal opportunity to secure safe, sanitary and affordable housing for all members of the community regardless of race, sex, or other arbitrary factors; and,

**WHEREAS**, City staff prepared for the Planning Commission consideration a draft housing element update, which was released and made first made available for public review on August 29, 2013; and,

**WHEREAS**, by way of preparation of Environmental Assessment/Initial Study (EA 22-03), attached hereto as Exhibit "A" and incorporated herein, the City

has evaluated the Project pursuant to the California Environmental Quality Act; and.

- **WHEREAS**, based on this Environmental Assessment/Initial Study the City has made a determination that the Project will not have a significant impact on the environment and has prepared a Negative Declaration for this Project; and,
- **WHEREAS**, a Notice of Intent to Adopt a Negative Declaration was posted with the County Clerk and the proposed Mitigated Negative was made available for a 20-day public review period commencing on October 20, 2022 and ending on November 8, 2022; and,
- **WHEREAS**, interested and concerned individuals and public agencies had the opportunity to review and comment on the proposed Negative Declaration; and,
- **WHEREAS**, findings of the Initial Study indicated that the Proposed Project would not create any significant impacts to the environment; and,
- **WHEREAS**, the Proposed Project would not be detrimental to the general health, safety and welfare of the community.
- **WHEREAS**, a Negative Declaration was prepared in accordance with the California Environmental Quality Act, as amended.
- WHEREAS, the Planning Commission conducted a duly noticed public hearing on General Plan Amendment No. 21-02 and EA No. 22-03 on July 19, 2023 to consider staff recommendations and prior written and oral testimony regarding the project and recommended to the City Council adoption of a negative declaration and approval of General Plan Amendment No. 21-02; and,
- WHEREAS, the City Council conducted a duly noticed public hearing on General Plan Amendment No. 21-02 and EA No. 22-03 on September 13, 2023 to consider staff recommendations and prior written and oral testimony regarding the project and recommended to the City Council adoption of a negative declaration and approval of General Plan Amendment No. 21-02; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

**SECTION 1.** Recitals. The above recitals are true and correct and incorporated herein as findings of fact.

**SECTION 2.** Adoption of General Plan Amendment No. 21-02. The City Council hereby approves text modifications to Chapter 11 Housing Element as shown in "Exhibit B" attached and made a part hereto (collectively, "General Plan Amendment No. 21-02"), and hereby approves General Plan Amendment No. 21-02.

**SECTION 3**. Findings. The City Council finds that the amendments to General Plan proposed by "Exhibit B" are consistent with the goals and policies of all elements of the General Plan, as amended by this Resolution, and exercise the City's land use powers to protect the health, safety, and welfare of the public.

The proposed General Plan Amendment No. 22-01 adopting the 2021-2029 Housing Element update is internally consistent with the overall City General Plan. The Housing Element Update is the City's document for meeting future housing needs, including housing affordable to lower income households. The purpose of the Housing Element is to establish specific goals, policies, and objectives relative to the provision of housing, and to adopt an action plan toward this end. The 2021-2029 Housing Element update is a response to the State of California's mandate of requiring a Housing Element within every General Plan, and periodic updates.

The City Council also finds that the proposed amendment to the Coachella General Plan 2035 would not be detrimental to the public interest, health, safety, convenience, or welfare of the City and would ensure that the City can plan for the future housing needs of all residents at all income levels.

SECTION 4. Compliance with the California Environmental Quality Act. The City Council has reviewed and considered the information contained in the Negative Declaration (EA 22-03), comments received, and other documents contained in the administrative record for the Project. The City Council finds adequacy in the CEQA documents and finds that the Negative Declaration and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City Council. The City Council finds that the Negative Declaration, as shown in "Exhibit A" attached and made a part hereto, has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella's Local CEQA Guidelines.

**SECTION 5.** Findings on Environmental Impacts. Based on the Negative Declaration, the administrative record, and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the Project have been addressed within the Negative Declaration. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council finds that the Negative Declaration contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City Council.

**SECTION 6.** Adoption of a Negative Declaration. The City Council hereby adopts the Negative Declaration, Exhibit A, prepared for the Project and finds that the proposed 2021-2029 Housing Element update project has been analyzed in accordance with the statutes and guidelines of the California Environmental Quality Act.

**SECTION 7**. <u>Custodian of Records</u>. The documents and materials that constitute the record of proceedings on which these findings are based are located at Coachella Civic Center. City Clerk is the custodian of the record of proceedings.

**SECTION 8**. Execution of Resolution. The City of Coachella Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

<b>PASSED APPROVED and ADOPTED</b> this 13 <sup>th</sup> day of September 2023 by	/ the
following vote:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Steven A. Hernandez	
Mayor	
ATTEST:	
Angela M. Zepeda	
City Clerk	
APPROVED AS TO FORM:	
Carlos Campos	
City Attorney	

STATE	OF		
CALIFORNIA		) ss.	
COUNTY	OF	)	
RIVERSIDE	01	,	
CITY OF COACH	IFLLA		
I HEREBY CERT	IFY that the	foregoing Resolution No. 2023-61 was duly adopted	by the City
		at a regular meeting thereof, held on this 13th day of	
2023 by the followi		· · ·	•
•			
AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
Delia Granados			
Deputy City Clerk			



## **INITIAL STUDY/NEGATIVE DECLARATION**

# Coachella Housing Element Update

## **Applicant:**

City of Coachella 53990 Enterprise Way Coachella, CA 92236

## **Lead Agency:**

City of Coachella 53990 Enterprise Way Coachella, CA 92236

## **CITY OF COACHELLA CEQA Environmental Checklist & Environmental Assessment**



INITIAL STUDY/NEGATIVE DECLARATION

Project Title:	Coachella Housing Element Update				
Case No.	GPA 21-02	GPA 21-02			
Assessor's Parcel No.	All				
Lead Agency Name and Address:	City of Coachella – Planning Division 53990 Enterprise Way Coachella, CA 92236				
Project Location:	City-wide				
Project Sponsor's Name and Address:	City of Coachella 53990 Enterprise Way Coachella, CA 92236				
General Plan Designation(s):	All				
Zoning:	All				
Contact Person:	Gabriel Perez, Development Services Director City of Coachella 53990 Enterprise Way Coachella, CA 92236				
Phone Number:	(760) 398-3502				
Date Prepared	October, 2022				

## **ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

Aesthetics	Agriculture and Forestry Resources	Air Quality
Biological Resources	Cultural Resources	Energy
Geology /Soils	Greenhouse Gas Emissions	Hazards & Hazardous Materials
Hydrology / Water Quality	Land Use / Planning	Mineral Resources
Noise	Population / Housing	Public Services
Recreation	Transportation	Tribal Cultural Resources
Utilities/Service Systems	Wildfire	Mandatory Findings of Significance

**DETERMINATION:** (To be completed by the Lead Agency) On the basis of this initial evaluation:

Х	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
	I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.
	Digitally signed by Gabriel Perez.  DN: GUS. E-sopera; if coachella ora, Q-Giv of

Gabriel Perez  Discussion Perez  Discussion Perez  Discussion Consideration On Children Perez  Cacadiella O. Uni-Parantin Division - Development Services Dept. (CN-Calabiel Perez Date: 2022 10.18 1138:19-07007	10-18-22
Gabriel Perez	Date
City of Coachella	

#### **EVALUATION OF ENVIRONMENTAL IMPACTS:**

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- All answers must take account of the whole action involved, including off-site as well as 2) on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross referenced).
- Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA 5) process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - Impacts Adequately Addressed. Identify which effects from the above checklist b) were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - Mitigation Measures. For effects that are "Less than Significant with Mitigation C) Measures Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- This is only a suggested form, and lead agencies are free to use different formats; 8) however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

- 9) The explanation of each issue should identify:
  - The significance criteria or threshold, if any, used to evaluate each question; and
  - The mitigation measure identified, if any, to reduce the impacts to less than b) significance.

#### PROJECT DESCRIPTION

The Housing Element is a mandatory Element of the City's General Plan. It analyzes the City population and existing housing stock, evaluates efforts in the previous Housing Element, identifies housing constraints, and considers the future needs for housing in the City, with a particular focus on affordable housing and housing for special needs households, including seniors, disabled persons, large families, single parent households, farmworkers and the homeless. It also provides the City's decision makers with Goals, Policies and Programs intended to facilitate the development and preservation of adequate housing supply to meet these needs. This Update addresses the sixth cycle from 2021 to 2029. During this timeframe, the City has been allocated the following housing units under the Regional Housing Needs Allocation (RHNA) developed by the Southern California Association of Governments (SCAG):

Table 1 Regional Housing Needs Allocation, 2021 to 2029

	•
Income Category	Number Of Units
Extremely low income	516
Very low income	517
Low income	999
Moderate income	1,367
Above moderate income	4,487
Total	7,886

Note that the extremely low and very low income categories are 50% each of the 1,033 units assigned for the very low category.

Source: SCAG

This is a comprehensive Update that allocates sites available for the construction of housing for all income levels, provides Goals, Policies and Programs to assure that the City's housing plan can be implemented, and provides direction for decision-makers and City staff in assuring that the City can facilitate the development of the units allocated in the RHNA. This Update added sites identified for future housing, based on criteria of being currently vacant, allowed for residential use under zoning and/or General Plan designations, not on tribal land, not zoned for agricultural or manufacturing use, and adjacent to existing infrastructure. In order to accommodate the RHNA, policies and programs are included that will require changes in the Zoning Map and Zoning text. The rezoning is necessary to assure consistency with the 2015 General Plan, and to prioritize lower income housing sites identified in the Element.

Other changes in policies and programs address changes in the requirements of law since the City last updated its Housing Element in 2013. These changes in law addressed various housingrelated issues. The most recent update to Housing Element law occurred in 2017, when a series of bills were passed into law to address the statewide housing crisis. For example, AB 686 was passed by California Legislature in 2018 requiring that all housing elements due on or after January 1, 2021 must contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule (2015). This Update includes an AFFH analysis that covers, and is built upon, several other required components of the Housing Element, including the Needs Assessment, Site Inventory, and Constraints Assessment. The Update analyzes patterns of segregation and equal access to opportunity within the City, consistent with AFFH Final Rule.

#### **Current Conditions**

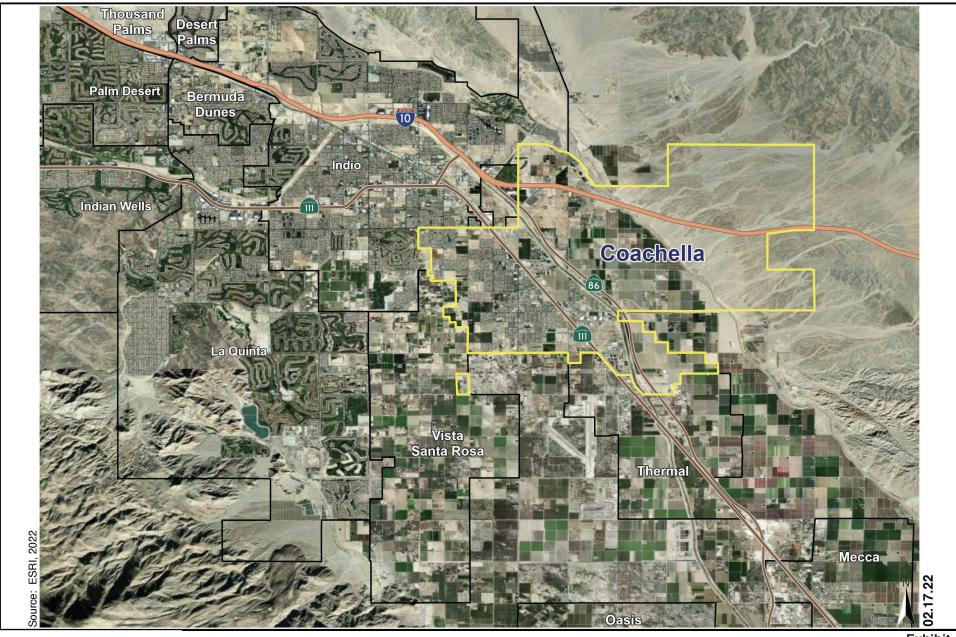
The current Housing Element of the City's 2015 General Plan applies to the 2014-2021 planning period. The current Element facilitates housing development and preservation throughout the City consistent with residential land use designations in the Land Use and Community Character Element and Zoning Code, to meet the RHNA assigned to the City at the time.

## **Project Location and Limits**

The City is in Township 5 South & Township 6 South, Range 7 East, Range 8 East & Range 9 East, San Bernardino Base & Meridian.

## **Surrounding Land Uses**

Not applicable. The Housing Element applies to all lands throughout the City.





City of Coachella Housing Element Update
Regional Location Map
Coachella Housing Element Update
Regional Location Map
California

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Exhibit

1

I. AESTHETICS  Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				Х
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				Х
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				Х

#### Setting

The City of Coachella is located in the eastern Coachella Valley, which is a low desert basin flanked by the Santa Rosa and San Jacinto Mountains to the southwest and west, and the Little San Bernardino Mountains to the north and northeast. Scenic resources in the City mainly consist of mountain views of the Santa Rosa Mountains (up to 8,715 feet at Toro Peak) and Little San Bernardino Mountains (up to 5,267 feet), as well as the open spaces at the base of Mecca Hills. Views from the valley floor also include several rock outcroppings in the hillside areas to the east.

There are no state designated or eligible scenic highways in the City. Locally recognized scenic corridors include sections of Dillon Road (old Highway 99), Harrison Street (old Highway 86), and Grapefruit Boulevard (old Highway 111).

## **Discussion of Impacts**

a-d) No Impact. The Housing Element Update is a policy document and will have no impact on aesthetics, scenic vistas or light and glare. As individual housing projects are proposed in the future, they will be reviewed on a case-by-case basis for potential effects on scenic vistas and scenic resources.

The General Plan contains policies to limit development and their density/scale in the eastern City which is near scenic resources including open spaces and scenic roadways. Future projects will be required to adhere to applicable zoning and other regulations on scenic quality including building height limits, and this Update proposes no change to these regulations.

The Housing Element will have no impact on light and glare. The design of future projects consistent with the Element will be reviewed on a case-by-case basis for consistency with City lighting standards. The City's Zoning Code regulates lighting for all new development in Chapter 16.28.150(L) Improvements and Grading, Chapter 17.56.010(J)(2)(e) Signs, and Chapter 17.54.010 (K) Off-Street Parking and Loading. These regulations require shading of outdoor lighting and height limits for light poles. These are designed to limit illumination to only the site on which it occurs.

No impact is expected.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; Coachella Zoning Code; California State Scenic Highway System Map, Caltrans.

## II. AGRICULTURE RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				Х
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				Х
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to nonforest use?				Х
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?				Х

### Setting

Agriculture is integral to the City's economy, and agricultural land accounts for approximately 29 percent of the General Plan Planning Area, though more than half of the agricultural land is in the Sphere of Influence (SOI). While the General Plan includes a comprehensive agricultural



conservation program with multiple avenues to protect agricultural resources and agricultural operations, buildout of the General Plan would still result in conversion of 5,662 acres of Prime Farmland, 587 acres of Unique Farmland, and 3,613 acres of Farmland of Local Importance to urban uses. The General Plan Environmental Impact Report (EIR) determined that buildout of the General Plan would result in significant and unavoidable impacts on the loss and conversion of farmland to non-agricultural uses.

The General Plan Planning Area contains approximately 994 acres of Williamson Act contracted lands, and an additional 1,480 acres under Williamson Act contracts that are set to expire. These expiring contracted lands are designated with urban uses in the General Plan, as part of the City's strategy to manage the transition from agricultural to urban uses.

#### **Discussion of Impacts**

**No Impact.** All sites identified in the Site Inventory in this Housing Element Update are zoned for urban uses and designated for non-agricultural urban uses in the General Plan. All sites will be developed according to their General Plan designations.

According to the Farmland Mapping and Monitoring Program (FMMP) by the California Department of Conservation, the Site Inventory includes some sites classified as Prime Farmland or Farmland of Local Importance. However, the Site Inventory contains currently vacant sites only and none of the sites are zoned for agricultural use. Because they have not been in agricultural production nor designated for such uses, but rather have been zoned for urban uses for many years, the loss of those sites as Prime Farmland or Farmland of Local Importance is considered to have already occurred. The Housing Element Update will not result in any new or increased impact regarding conversion of farmland to non-agricultural use.

According to the General Plan EIR, lands designated with urban uses may have expiring Williamson Act contracts, which would apply to future housing sites in the Site Inventory. However, the Housing Element Update does not change agriculturally designations for any site and will not result in any new impact regarding Williamson Act contracts. No impact will occur.

Under the General Plan, future urban development may result in indirect impacts to adjacent farmland in the central City. However, the General Plan sets forth goals and policies to address such impacts, including right to farm and buffer requirements between agriculture and urban uses. According to the General Plan EIR, these policies will reduce indirect impacts from other changes on the conversion of farmland to less than significant levels. Future development under the Housing Element Update will be subject to all General Plan guidelines, and no new impact would occur regarding conversion of farmland due to other changes.

There is no land zoned for forest land or timberland in the City. There is open space in the eastern City; however, native vegetation consists primarily of Creosote Bush Scrub and Saltbush Scrub. The arid desert climate does not support forest growth beyond the native shrubs, and there is no forestland or timberland in the City. No impact would occur regarding loss of forest land or conversion to non-forest uses.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014; California **Important** Farmland Finder, California Department of Conservation, https://maps.conservation.ca.gov/DLRP/CIFF/, accessed November 2021.

III. AIR QUALITY Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				Х
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard				Х
c) Expose sensitive receptors to substantial pollutant concentrations?				Х
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?				Х

## Setting

The City of Coachella is in the Coachella Valley portion of the Salton Sea Air Basin (SSAB) and governed by the South Coast Air Quality Management District (SCAQMD). All development in the Coachella Valley portion of the SSAB is subject to the 2016 SCAQMD Air Quality Management Plan (AQMP) and 2003 Coachella Valley PM<sub>10</sub> State Implementation Plan (SIP). The subject portion of SSAB is currently a non-attainment area for PM<sub>10</sub> and ozone. The Coachella Valley is designated as a serious nonattainment area for PM<sub>10</sub> and is subject to the 2003 SIP and local dust control regulations and guidelines.

The SCAQMD works directly with the Southern California Association of Governments (SCAG), county transportation commissions, and local governments, and cooperates actively with all state and federal government agencies. At the time the 2016 AQMP was developed, its land use and transportation controls were based on the Growth Management chapter of the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS) adopted by SCAG to comply with metropolitan planning organization (MPO) requirements under the Sustainable Communities and Climate Protection Act. Projects that are consistent with the projections of population forecasts are considered consistent with the AQMP.

In 2020, SCAG adopted the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (2020 RTP/SCS) that will form the basis for land use and transportation controls of the



2022 AQMP, which has yet to be adopted. However, the 2016 RTP/SCS is consistent with the current 2016 AQMP and thus is the appropriate document to reference for air quality analysis at this time.

## **Discussion of Impacts**

No Impact. The Housing Element Update will have no direct impact on air quality. The Update is a policy document and will not generate any construction or development. To meet the City's Regional Housing Needs Allocation (RHNA) of 7,886 units in the next planning period by 2029, the Housing Element Site Inventory identified sites for future housing that will be developed according to their General Plan designations.

In 2021, the City's population was 47,825, with an average 4.66 persons per household. SCAG projects the City's population will grow to 129,300 in 2045. The addition of 7,886 units would increase the population by 36,749 to a total of 84,574, which is under the 2045 forecast. Therefore, the Housing Element is consistent with the 2 RTP/SCS projections, and thus consistent with the growth assumptions in the 2016 AQMP. The Update will not conflict with or obstruct implementation of the AQMP.

When individual housing projects are proposed, the City will undertake CEQA review, and assess potential impacts for each project, including emissions of criteria pollutants, pollutant concentrations near sensitive receptors, and emissions of odors. All future projects will be required to adhere to SCAQMD rules and regulations and City requirements for construction related activities to ensure compliance with the 2016 AQMP and 2003 SIP. Typical measures include, but are not limited to, the implementation of fugitive dust control measures (SCAQMD Rule 403.1, Municipal Code Chapter 8.20 and Section 15.40.010) and the use of low VOC content coatings (SCAQMD Rule 1113).

The City's General Plan Sustainability and Natural Environment Element Goal 11 and associated policies require a minimum distance of 500 feet between sensitive receptors and potential polluters, mitigation of potentially significant air quality impacts through the CEQA process, and health impact assessments for sensitive land uses in proximity to highways. The Housing Element Update will facilitate development and rehabilitation of residential units, which typically do not emit odors that would adversely affect a substantial number of people. Mitigation measures will be implemented, where necessary, in accordance with SCAQMD rules and City requirements to reduce potential impacts of specific projects to less than significant levels when the impacts of those projects can be quantified.

Overall, no impact associated with adoption of the Housing Element is expected.

Mitigation Measures: None required.

Monitoring: None required.

Sources: SCAQMD AQMP, 2016; Coachella Valley PM10 SIP, 2003; South Coast Air Quality Management District CEQA Handbook, 1993; E-5 City/County Population and Housing Estimates, California Department of Finance, January 1, 2021; 2020 RTP/SCS, Demographics and Growth Forecast Technical Report, Southern California Association of Governments, adopted September 3, 2020; 2021-2045 RTP/SCS.

	Potentiall	Less Than	. =	
IV. BIOLOGICAL RESOURCES	У	Significant	Less Than Significant	No
Would the project:	Significan t Impact	with Mitigation	Impact	Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				Х
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				Х
c) Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				Х
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				Х
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				Х
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				Х

### Setting

The City of Coachella is in the eastern Coachella Valley in the Sonoran Desert subunit of the Colorado Desert. The valley floor experiences extreme heat and aridity, and hosts limited vegetation communities compared to the higher plant diversity and density in hillsides, alluvial fans, and mountainous areas. The City is bisected by the Whitewater River and Coachella Canal, both of which traverse generally northwest to southeast. The General Plan Planning Area consists of the urban core area in the City, agricultural land, and a few stands of undisturbed and disturbed Sonoran Creosote Bush Scrub and Colorado Saltbush Scrub.

#### **Discussion of Impacts**

a-f) No Impact. The adoption of the Housing Element Update, a policy document, will have no impact on biological resources. This Update does not expand new housing sites beyond what is currently allowed under the General Plan.

According to the General Plan EIR, there are limited areas of riparian habitat along the Whitewater River in the City. However, these habitats are too limited and dispersed to support any sensitive species. There are no other sensitive habitats in the City. The sites identified for housing in the Site Inventory do not contain wetlands or riparian habitats, nor will they encroach on the Whitewater River. The City will require sensitive species surveys if housing projects are proposed in certain areas of the City (generally west of and along the Whitewater River) and implementation of necessary mitigation measures if sensitive species are present. These measures would be prescribed by a qualified biologist in order to receive necessary City permits. This standard requirement will ensure no significant impacts on sensitive species, their habitat and wildlife nursery sites will occur.

The General Plan EIR identified two migratory bird species that reside seasonally in the City, which migrate through undeveloped areas, grasslands and agricultural lands in the area. The parcels identified in the Sites Inventory do not occur on these lands. Rather, the General Plan concentrates development in urbanized areas, and the Housing Element proposes development within these areas for all types of housing. The General Plan will preserve a significant portion of open space for habitat protection and low impact recreation and promote land use efficiency within the developed areas, and no significant impact on wildlife migration would occur.

The City of Coachella is within the boundary of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The City is required to assess development impact fees on new development to mitigate potential impacts to covered species. The Desert Tortoise and Linkage Conservation Area overlaps a small portion of the northeast City. This area is designated as Open Space under the General Plan. The sites identified for future housing are not located in or near the Conservation Area. Future housing projects will be required to pay the development fee imposed by the CVMSHCP, which will assure consistency with the Plan.

The City does not have a tree preservation or similar ordinance that protects trees or other biological resource. The General Plan has multiple policies that encourage preservation and use of native desert landscaping. With implementation of the CVMSHCP and other standard requirements, no new impact would occur as a result of this Update on biological resources.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014; Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and EIR/EIS, 2007.

V. CULTURAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?				X
c) Disturb any human remains, including those interred outside of formal cemeteries?				Х

## Setting

In the City of Coachella, the only registered historical resource is the Coachella Valley Water District Building along Highway 111 and Grapefruit Boulevard, which is designated as a California Point of Historical Interest and a Riverside County Historical Landmark (General Plan EIR). Many other sites are considered eligible for formal designation. The City's historic core is considered highly sensitive for historic resources, generally between Harrison Street and State Route 111 (EIR Figure 4.4-2).

Given the long history of Coachella as Native American land, the City contains significant archaeological resources, none of which are designated by any state or national register but may be considered eligible.

The Mecca Hills, Thermal Canyon, and washes north of Thermal Canyon host archaeologically significant trails, mining sites, and other artifacts from previous settlements. There are also possible sites along the west side of the Whitewater River, and in the downtown area.

## **Discussion of Impacts**

No Impact. The adoption of the Housing Element Update will have no impact on a-c) cultural resources. The sites identified for future housing in the Site Inventory are vacant and do not contain historic structures.

Archaeological resources, located on the surface or below parcels identified in the Sites Inventory could occur. As individual projects are proposed in the future, the City will require sitespecific cultural resource surveys, and will consult with local interested tribes on potential cultural resources pursuant to AB 52 and/or SB 18. The results of these surveys will require proper preservation and mitigation of archaeological resources, if identified on a housing site. The consultation process for AB 52 and SB 18 is detailed in Section 18, Tribal Cultural Resources. Should housing development be proposed on sites with archaeological resources in the future, any potential impact will be addressed in the project-level environmental review in compliance with standard requirements and General Plan policies.

According to the General Plan EIR, there is potential for human remains to occur on Tribal Lands, which are in the SOI. There are no known burial sites or cemeteries on sites designated for housing, which are all within the City limits. The City will require future projects to abide by California law, should human remains be identified on a site being prepared for housing development. The General Plan Sustainability and Natural Environment Element Policy 12.6 supports the requirement of law regarding discovery of human remains. California Public Resources Code Section 5097.98 requires that if remains are uncovered, all work in the vicinity of the site should be stopped and that there will be no deposition of the remains unless proper procedures are followed as required by the law. These requirements of law apply to any development in the City.

Overall, no impact is expected.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014.

VI. ENERGY Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				Х
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				Х

#### Setting

Primary energy sources include fossil fuels (oil, coal, and natural gas), nuclear, and renewable sources such as wind, solar, geothermal, and hydropower. The City of Coachella is served by the Imperial Irrigation District (IID) for electricity. The Southern California Gas Company (SoCalGas) provides natural gas to the City. The City adopted its Climate Action Plan in April 2015, which provides additional measures on energy efficiency and conservation.

#### **Discussion of Impacts**

a-b) No Impact. The adoption of the Housing Element Update, a policy document, will have no impact on energy resources and energy efficiency. Construction and rehabilitation of housing are required to conform to the California Building Code, including the California Energy Code and California Green Building Standards Code (CALGreen), which serves to ensure the economical and wise use of energy resources during construction and operational phases. Future housing development will be required to conform to the Building Code standards in effect when development occurs, which currently require solar panels for residential development, and are aiming for zero-net energy for the future. These requirements will assure that future housing projects are energy efficient and do not waste energy.

The City's energy providers, IID and SoCalGas, have both committed to increasing efficiency and renewable energy generation and enforce relevant state energy standards. The Housing Element identifies energy conservation opportunities for City residents and future housing development, including government and utility programs for energy efficiency upgrades and solar photovoltaic systems. Goal 3 and its associated policies and programs are specifically aimed at energy efficiency.

Future housing developments would generate traffic and require the consumption of petroleum-based fuels for vehicular travel. Although future housing projects have the potential to result in a direct increase in City VMTs, the Update will not interfere with evolving fuel efficiency standards and will not result in wasteful, inefficient, or unnecessary consumption of transportation energy resources.

Implementation of the California Building Code and both voluntary and state-mandated energy efficiency and renewable energy programs will ensure that no wasteful, inefficient, or unnecessary consumption of energy resources will occur. The Update promotes energy efficiency and renewable energy programs for future housing development and rehabilitation and will not conflict with or obstruct a state or local plan for energy efficiency or renewable energy.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final

Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014.

VII. GEOLOGY AND SOILS Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				Х
iii) Seismic related ground failure, including liquefaction?				Х
iv) Landslides?				Х
b) Result in substantial soil erosion or the loss of topsoil?				Х
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				Х
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				Х
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				Х
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				Х

#### Setting

The City of Coachella is located in the eastern Coachella Valley, which forms the northerly part of the Salton Trough, a structural and topographic depression related to complex interactions with the San Andreas Fault system. The San Andreas, San Jacinto, and Whittier-Elsinore fault zones are seismically active and can generate strong ground shaking up to magnitude 7.9 within the Coachella area. Three Alquist-Priolo Earthquake fault zones traverse in a northwest to southeast direction in the eastern City and SOI.

The Coachella Valley is underlain by a thick sequence of sedimentary deposits from erosion of surrounding mountains, including the Indio and Mecca hills along with deposition from the Gulf of California and Colorado River. Soils of different ages and compositions have developed on these sedimentary units, and on the younger alluvial units filling the valley floor. Mountains surrounding the valley include the Little San Bernardino Mountains to the northeast, the foothills of the San Bernardino Mountains to the northwest, and the San Jacinto and Santa Rosa Mountains to the southwest.

#### **Discussion of Impacts**

a-f) No Impact. The adoption of the Housing Element Update, a policy document, will have no impact on geology. The sites identified for future housing in the Site Inventory are not located in or near an Alguist-Priolo Earthquake fault zone. According to the General Plan EIR, implementation of the Alquist-Priolo Act, California Building Code (CBC), and General Plan policies will ensure that future development not be sited within the vicinity of a fault trace and be constructed with appropriate seismic upgrades if likely subject to fault rupture threat. These standard requirements will ensure that no significant impact will occur.

The City can also sustain considerable damage in structures not designed to withstand strong ground shaking caused by nearby active faults. The General Plan provides policies on more stringent requirements than the CBC for new development to adhere to and mitigation to protect people in buildings identified as most susceptible to earthquake damage. During the review of individual applications, the City will evaluate proposed housing projects against General Plan policies for consistency based on project vulnerability to seismic ground shaking and grant approval only upon adequate consistency.

The most destructive types of ground failure due to seismic shaking include liquefaction and slope failure. The valley portion of Coachella, west of the Whitewater River/Coachella Valley Stormwater Channel, is underlain by soils that could liquefy during an earthquake, generally due to an elevated groundwater basin. The City requires a site-specific analysis through the development review process, to determine if structures are allowable and to assess building design against existing regulations and applicable codes, as well as implementation of the engineering recommendations, such as foundation designs, to offset liquefaction impacts.

Slope instability, including landslides, would pose a potential hazard as development encroaches into the hills in the northeastern City. Overall, the probability for landslide, rock fall and debris flow is considered low in the City. The sites identified for future housing are not in or adjacent to hillside areas, and would not be impacted by landslides.



The City will impose dust control/PM<sub>10</sub> management and NPDES standards on all development in the future, which will mitigate for potential soil erosion from wind or flooding hazards, respectively. These standard requirements include the installation of wind fences and site watering to prevent wind erosion; and on- and off-site best management practices (BMPs) such as sand bags and bio-swales for water erosion.

Subsidence has been documented in other parts of the valley (Palm Desert, Indian Wells and La Quinta), but the potential for regional subsidence in the Coachella area is unclear. The General Plan includes policies to limit development in high-risk areas such as steep slopes and require site-specific studies to determine individual risk and develop appropriate design strategies. The General Plan also calls for groundwater resources protection to prevent overdrafting and regional subsidence due to excessive extraction. These General Plan policies assure that future projects for housing facilitated by the Housing Element will be applied to individual projects as they are proposed.

The valley portion of Coachella is underlain by unconsolidated, young alluvial deposits and artificial fill that are potentially compressible and/or collapsible. A small portion of the southeastern City is subject to potential expansive soil hazards in the vicinity of the airport and along the Southern Pacific Railroad tracks. Future housing development in the City will be subject to the California Building Code to ensure structures are sound and engineered to reduce impacts from expansive soils. The General Plan includes policies that require site-specific geotechnical investigations to determine if the development site is subject to expansive soils and other geological/soil hazards and recommend measures to reduce potential impacts, such as structural mitigation or excavation and foundation improvements.

The Housing Element Update Program 1.2 requires that all new residential developments are provided with adequate public and private facilities and services through environmental and other development review procedures. Future housing development on sites in the Site Inventory will connect to municipal sewer infrastructure in the site vicinity and will not require any septic tanks or alternative wastewater disposal. No impact would occur.

According to the General Plan EIR, in general, the western and southern City have a low sensitivity, or probability, for having paleontological resources. The eastern City has high sensitivity for occurrence of paleontological resources, but much of this area is designated as Open Space under the General Plan, which limits or prevents development. State law prevents the removal or destruction of any resource without presenting the findings and restricting and preserving the resources, or determination of resources not being worthy of reporting (Public Resources Code Section 5097.5). The General Plan also requires reporting of any paleontological artifacts found within the City and subsequent procedures. None of the parcels on the Sites Inventory are located in an area of high sensitivity. Future development would be required to comply with the existing regulations and General Plan policies to obtain development permits. No new impact would occur under the Housing Element Update.

Mitigation Measures: None required.

**Monitoring:** None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014.

VIII. GREENHOUSE GAS EMISSIONS Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				Х

Greenhouse gases (GHG), such as carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), and fluorinated gases (hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride), are released into the atmosphere through natural and anthropogenic processes. These gases are termed "greenhouse gases" due to their common ability of

trapping heat, and they are believed to be responsible for the global average increase in surface temperatures of 0.7-1.5°F that were observed during the 20th century. The quantity of greenhouse gases in the atmosphere has increased significantly over a relatively short period. Carbon dioxide is the primary greenhouse gas that has raised the most concern of atmospheric scientists due to current and projected emission levels.

State law mandates that all cities decrease their GHG emissions to 1990 levels by the year 2020. Executive Order B-30-15 set an interim target goal of reducing GHG emissions to 40% below 1990 levels by 2030 to keep California on its trajectory toward meeting or exceeding the long-term goal of reducing GHG emissions to 80% below 1990 levels by 2050, as set forth in Executive Order S-3-05.

The City of Coachella completed its first Greenhouse Gas Inventory in conjunction with the Climate Action Plan in 2015. The plan guides City policies and planning to achieve energy efficiency and comply with state mandates on emission reduction.

#### **GHG** Thresholds

On December 5, 2008, the SCAQMD formally adopted a greenhouse gas significance threshold of 10,000 MTCO<sub>2</sub>e/yr that only applies to industrial uses' stationary sources where SCAQMD is the Lead Agency (SCAQMD Resolution No. 08-35). This threshold was adopted based upon an October 2008 staff report and draft interim guidance document that also recommended a threshold for all projects using a tiered approach. It was recommended by SCAQMD staff that a project's greenhouse gas emissions would be considered significant if it could not comply with at least one of the following "tiered" tests:

- Tier 1: Is there an applicable exemption?
- Tier 2: Is the project compliant with a greenhouse gas reduction plan that is, at a minimum, consistent with the goals of AB 32?



- Tier 3: Is the project below an absolute threshold (10,000 MTCO<sub>2</sub>e/ year for industrial projects; 3,000 MTCO<sub>2</sub>e/year for residential and commercial projects)?
- Tier 4: Is the project below a (yet to be set) performance threshold?
- Tier 5: Would the project achieve a screening level with off-site mitigation?

The City currently uses this approach in considering project-specific greenhouse gas emissions under CEQA.

#### Discussion of Impacts

No Impact. The Housing Element Update is a policy document and will have no impact on greenhouse gas emissions. The Update will not generate any construction or development, but rather identifies sites for future housing development, many of which are centrally-located near transit, shopping and employment. The Housing Element also identifies opportunities for energy conservation including government and utility programs that will help reduce GHG emissions under Goal C and its associated policies and programs.

When individual housing projects are proposed, the City will undertake CEQA review, and assess potential impacts for each project on greenhouse gas emissions with regards to GHG thresholds set by SCAQMD.

The City adopted a Climate Action Plan (2015) that establish energy efficiency and GHG reduction policies and implementation measures for development projects that are generally more stringent than building codes. These measures will effectively reduce City-wide GHG emissions including at the individual project level.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; SCAQMD AQMP, 2016; California Air Resource Board, website, http://www.arb.ca.gov/cc/ccms/ccms.htm; Draft Guidance Document -Interim CEQA Greenhouse Gas (GHG) Significance Thresholds, South Coast Air Quality Management District, October 2008; City of Coachella Climate Action Plan, April 2015.

IX. HAZARDS AND HAZARDOUS MATERIALS Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				Х
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				Х
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				Х
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				Х
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				Х
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				Х
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.				Х

In the City of Coachella, the use, storage, disposal, and cleanup of hazardous waste is regulated by an extensive framework of state and federal laws, such as those implemented by the US and California EPA, Occupational Safety and Health Administration, and regional agencies



including the Colorado River Regional Water Quality Control Board. Coachella Fire Services, as part of the Riverside County Fire Department supports the Riverside County Health Department in maintaining a permit program that applies to anyone operating a hazardous occupancy or using, storing, or transporting substantial amounts of hazardous materials.

#### **Discussion of Impacts**

No Impact. The adoption of the Housing Element Update will not impact hazards or hazardous materials. Future housing development will be required to assess potential impacts as part of the CEQA process, but these impacts are likely to be negligible, since housing development does not generate significant use, storage or transport of hazardous materials.

There are many schools in the City, including adjacent to or near sites designated for housing. However, as previously stated, housing development generates minimal hazardous materials which are governed by local and regional regulations.

The sites identified for housing in the Site Inventory do not occur on sites identified by the state as now having or previously having hazardous materials issues. There may be permitted underground storage tanks and other active cleanup sites in the vicinity, but such sites are under the jurisdiction of local agencies such as the Riverside County Department of Environmental Health and required to comply with requirements of law. No impact is expected regarding listed sites.

The Jacqueline Cochran Regional Airport is located approximately one mile south of the City of Coachella. There are no private airstrips in and around the City. The airport is approximately 1.26 miles southeast of the closest housing site in the Site Inventory. Some of the housing sites in the southern City fall in the Compatibility Zone D/E on the airport compatibility map. None of the sites are located in or adjacent to the airport noise contours. The Riverside County Airport Land Use Compatibility Plan Policy Document outlines compatibility policies on residential densities in Zone D, which future housing projects will be required to comply with. The General Plan Land Use and Community Character Element contains policies that require new development to conform to the airport land use and safety plans, facilitates regional coordination and Riverside County Airport Land Use Commission review of planning documents and regulations. No impact will occur regarding airport-related hazards.

The Housing Element Update will not impair or interfere with the City Fire and Emergency Medical Services Master Plan (2007), City of Coachella Emergency Operations Plan (2007), and the City of Coachella Annex Local Hazard Mitigation Plan (2012). Housing projects will occur on the City's existing street system, which is already developed. For each individual project, a construction traffic control plan may be required in coordination with the City's Engineering Department to ensure traffic safety and preservation of emergency/secondary access during all development activities. The site plans and emergency access for each individual project will be subject to approval by the Fire and Police Departments to ensure adequate emergency access. No impact to emergency access or evacuation routes is anticipated.

According to the Fire Hazard Severity Zone maps by CALFire, the City of Coachella consists of primarily local responsibility area (LRA) and some federal responsibility area (FRA). There is no designated fire hazard zone in or near the City. No impact is anticipated on wildfire hazards.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014; California Department of Toxic Substances Control "EnviroStor" Database, accessed November 2021; Riverside County Airport Land Use Compatibility Plan Policy Document (Amended September 2006); Fire and Resources Assessment Program (FRAP) maps, California Department of Forestry and Fire Protection.

X. HYDROLOGY AND WATER QUALITY	Potentially Significant Impact	Less Than Significant with	Less Than Significant Impact	No Impact
Would the project:		Mitigation		
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?				Х
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				Х
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) result in substantial erosion or siltation on- or off-site;				Х
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				Х
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				Х
(iv) impede or redirect flood flows?				Х
(d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				Х
(e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				Х

The dominant drainage feature in the Coachella Valley is the Whitewater River. The Whitewater River watershed is under the jurisdiction of the Colorado River Basin Regional Water Quality Control Board (RWQCB). The Whitewater River has perennial flow in the mountains, but becomes



dry further downstream due to diversions and percolation into the groundwater basin. The Whitewater River is channelized downstream from La Quinta, and known as the Coachella Valley Stormwater Channel (CVSC) and serves as drainage for irrigation return flows, treated community wastewater, and storm runoff.

Under the Clean Water Act, the Colorado River Basin RWQCB is responsible for regulating water quality and implementing the National Pollution Discharge Elimination System (NPDES) program. The City of Coachella operates under a municipal separate storm sewer system (MS4) permit, which requires implementation of best management practices (BMPs) to reduce pollutants in urban storm water discharge and monitoring of ambient water quality to determine effectiveness of BMPs.

The Lower Whitewater River Basin water is extracted by the Coachella Valley Water District and other water agencies including the City's Coachella Water Agency (CWA). CWA is the water supplier for the entire City of Coachella. The Valley Sanitary District (VSD) and Coachella Sanitary District (CSD) manage wastewater treatment facilities that serve the City and implement regulations imposed by the Colorado River Basin RWQCB, CSD covers the majority of the City except a small area in the northwestern corner.

#### **Discussion of Impacts**

No Impact. The adoption of the Housing Element Update will have no impact on water resources. The Update is a policy document and does not involve the construction of any new housing units. The City, CWA, VSD and CSD implement all water quality standards and waste discharge requirements to prevent contamination of water sources during construction and operation.

According to the City of Coachella 2015 Sewer System Master Plan, the existing sewer infrastructure does not cover the entire City, and many properties currently rely on septic tanks, which are regulated by the RWQCB to ensure they do not pollute the groundwater basin. The Housing Element Update Program 1.2 requires that all new residential developments are provided with adequate public and private facilities and services through environmental and other development review procedures, including sanitary sewer service. As described in the Housing Element, all parcels in the Sites Inventory are served by water and sewer. Future housing developments will be reviewed under CEQA to assure that they meet the standard requirements and connect to existing facilities, in order to assure compliance with waste discharge requirements.

According to the 2020 Coachella Valley Regional Urban Water Management Plan, available water supplies are sufficient to meet the anticipated demand for 2025 through 2045 during normal, single dry, and multiple dry years. Housing sites identified in the Site Inventory are consistent with the General Plan, on which the CWA bases its demand and supply projections. Future projects will be required to comply with Title 24 provisions on efficient use of water. Because the sites identified in the Update will be developed according to their General Plan land use designations, CWA will have adequate water supplies to serve those sites.

Prior to the issuance of any grading or building permit, the City will require all qualifying new and redevelopment projects to submit a water quality management plan (WQMP) for approval by the City engineer. The WQMP must identify all BMPs that will be incorporated into the project to control stormwater and stormwater pollutants during and after construction and must be revised as necessary during the life of the project (Municipal Code Chapter 13.16). The General Plan Sustainability + Natural Environment and Infrastructure + Public Services Elements include policies to preserve natural land features and require drainage studies for new development to prevent on- or off-site flooding. Implementation of these standard requirements will prevent any significant impact on runoff and stormwater drainage.

Areas designated as a 100-year flood hazard zone in the City occur within the banks of the CVSC. Housing sites in the City are not located in the 100-year special flood hazard areas. The sites identified in the Site Inventory fall within Flood Hazard Zone X, which indicates areas of minimal flood hazard.

The City is located inland and would not be subject to tsunami. The City is located over 10 miles away from Salton Sea, the closest large water body, and is thus outside the area that could be affected by seiches. Minor seiches may occur within the City in smaller ponds or lakes, however the water level rise is unlikely to exceed 1.6 feet (General Plan EIR).

The City of Coachella Engineering Department manages levees, channels, and dikes within the City, including channelization and levees of the Whitewater River and the East Side Dike. The General Plan requires the City to carefully monitor and mitigate development in areas that are prone to flooding risks from possible infrastructure failure and create disaster response plans to protect users of critical facilities. Compliance with the standard requirements will minimize any potential impacts regarding hydrology and water quality, and no new impact would occur under the Housing Element Update.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014; 2020 Coachella Valley Regional Urban Water Management Plan, June 2021.

XI. LAND USE AND PLANNING Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				Х
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				Х

The City of Coachella and SOI consist of urban settlement (residential, industrial, and commercial land uses), agricultural land, open space, and undeveloped land. The 2015 General Plan envisioned that the City would transform from a small town to a mid-sized city at buildout (2035).

Most of the urban and residential development is within the western City, including Coachella's downtown, civic buildings, commercial corridors, and major residential development. The eastern City and SOI consist mostly of open space, agriculture, and tribal land.

# Discussion of Impacts

a-b) No Impact. The adoption of the Housing Element Update will have no impact on land use and planning. The sites identified for future housing in the Sites Inventory are designated for residential uses in the General Plan and will be developed under the applicable provisions. The City has not conducted a comprehensive Zonina Code update to be consistent with the 2015 General Plan. Under Program 1.1 of the Housing Element Update, the City will update the Zoning Code to be consistent with the 2015 General Plan and prioritize creating zones and rezoning lower-income sites identified in the Site Inventory. Program 1.2 requires priority re-zoning for land on the Sites Inventory, to assure that these parcels are available for affordable housing.

The identified sites are currently vacant, either surrounded by independently operated uses or individual parcels in a larger residential neighborhood. The sites within existing neighborhoods are planned for development to build out these communities, not divide them. Future housing projects will not divide an established community, nor conflict with any plans, policy, or regulation on land use and planning.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014.

XII. MINERAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				Х
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				Х

The California Mineral Land Classification System, developed by the State Geologist, identifies Mineral Resources Zones (MRZs) for mapping and reporting purposes under the Surface Mining and Reclamation Act (SMARA). The western portion of the City is classified as MRZ-1, where available geological information indicates that little likelihood exists for presence of significant mineral resources. The northeastern portion of the City is classified as MRZ-3, which indicates the area has known mineral deposits that may qualify as mineral resources (MRZ-3a), or the area may have inferred deposits which may qualify as mineral resources (MRZ-3b). Two permitted mining operations occur in the MRZ-2 area in the SOI, but none occur in the City.

#### **Discussion of Impacts**

a-b) No Impact. The adoption and implementation of the Housing Element Update will have no impact on mineral resources. No active mining or extraction sites occur in the City, nor are any proposed. None of the sites identified for housing in the Site Inventory occur on lands designated for mineral resource extraction.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014.

XIII. NOISE  Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				Х
b) Generation of excessive groundborne vibration or groundborne noise levels?				Х
c) For a project located within the vicinity of a primate airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				Х

The predominant noise source in the City of Coachella is traffic. Other major noise sources in Coachella include the railway, manufacturing processing and distribution facilities. Other, less significant noise sources in Coachella include aircraft overflights, air conditioning units and other mechanical equipment on buildings, and landscaping equipment. Title 7 of the City's Municipal Code governs noise control in the City. The sound level limits for fixed noise sources are 55 dBA from 6 AM to 10 PM, and 45 dBA from 10 PM to 6 AM for all residential zones.

#### Discussion of Impacts

a-c) No Impact. The Housing Element Update is a policy document and would not generate construction or development. As future housing projects are proposed, they will be required to analyze noise impacts during the CEQA review and building permit processes. Project-level noise studies may be required by the City to assess impacts from roadway and surrounding development, where necessary. The City may require noise analysis to verify noise standard compliance with standards set in Title 7 of the Municipal Code and Land Use/Noise Compatibility Matrix (General Plan Figure 10-1) during building plan check reviews. Should noise levels at future housing sites exceed City standards, mitigation would be required through architectural features, building design and construction, rather than site design features such as excessive setbacks, berms and sound walls (General Plan Policy 1.2).

Construction of future housing development will create temporary noise and/or vibration sources. Construction noise is exempt from the noise standards set forth in Section 7.04.030 of the Municipal Code; however, it is restricted to certain days of the week and times of day that are considered less sensitive (Municipal Code Section 7.04.070). As noted, under CEQA review, individual projects will need to assess whether their construction will potentially impact surrounding uses and any sensitive receptors. In the long term, housing development will be required to comply with the noise levels established for fixed noise sources in the Municipal Code for residential zones, and are not expected to cause significant impacts on noise and vibration.

The nearest airport to the City is Jacqueline Cochran Regional Airport, located approximately one mile south of the City at its closest point. All sites identified for future housing development in the Housing Element are located well outside the noise contours of the Jacqueline Cochran Regional Airport. The Bermuda Dunes Airport is located at least four miles northwest of the City limits, and due to distance will not impact noise levels within the City.

No impact will occur regarding exposing people to excessive noise levels.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; Coachella Municipal Code.

XIV. POPULATION AND HOUSING Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				Х
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				Х

The City of Coachella has a population of approximately 42,178 persons, which is expected to grow to 129,300 in 2045.1 Currently, the City is composed of a mix of single-family, multi-family, and mobile home development, but the majority (73.9%) of housing units are single-family homes.

#### **Discussion of Impacts**

a-b) No Impact. The adoption of the Housing Element Update will have no impact on population and housing. The Element provides goals, policies and programs to facilitate housing development and preserve the existing housing stock, but does not create any immediate need for housing. As population grows in the City, demand for housing will increase and the sites identified for future housing in the Site Inventory will be developed under the provisions of the General Plan, including the Housing Element, and the Zoning Code.

The Housing Element will not induce substantial unplanned growth, insofar as the identified sites are located on existing streets, and utilities and public facilities are available in the immediate area. Because the identified sites are vacant, future housing development would not displace any existing housing or require replacement housing elsewhere. No impact will occur.

Mitigation Measures: None required.

Monitoring: None required.

Source: State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State — January 1, 2021-2022. Sacramento, California, May 2022.

<sup>2020-2045</sup> RTP/SCS Demographics and Growth Forecast by Southern California Association of Governments.

Would the project result in: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Fire protection?				Х
Police protection?				X
Schools?				X
Parks?				Х
Other public facilities?				Х

#### Fire Protection

Fire protection services are provided by the Riverside County Fire Department and CALFire via a cooperative agreement. The Riverside County Fire Department Station 79 is a full-service public safety department which has provided fire suppression and emergency medical services to Coachella residents, businesses and visitors since 1990 from its location at 1377 6th Street. The City may consider new stations to serve the growing entertainment district and northern area as well as the central area in the future as development occurs.

#### Police Protection

The City of Coachella contracts with the Riverside County Sheriff's Department to provide comprehensive law enforcement services. The City Police Department is comprised of the Investigations, Patrol, Traffic, and Forensics Divisions with overlapping personnel. The Department consists of 32 sworn officer positions, 19 of which are dedicated to the Patrol Division with the remaining officers dedicated to special assignments such as the Community Action Team (C.A.T.), School Resource Officers, along with Gang and Narcotics Enforcement.

#### Schools

There are two school districts providing public education to students in kindergarten through 12th grade in Coachella: Desert Sands Unified School District (DSUSD) and Coachella Valley Unified School District (CVUSD). The majority of the City occurs within CVUSD's service area. Both



districts receive funding from state funds and local property taxes. The districts are authorized to collect school facilities fees as provided for in Government Code Section 53080 et. seq. and 65995 et seg. on a per square foot basis for new residential development.

#### **Parks**

The City of Coachella currently operates ten parks and recreational facilities that support uses such as sports, community activities and playground. The City's Municipal Code Section 16.36.060 provides for the dedication of land or the payment of fees in lieu thereof for park and recreational facilities as a condition of approval of a tentative map or parcel map. All residential developments subdivisions containing five or more parcels are required to dedicate land, pay a fee, or both. Section 16.36.060 set a minimum of three acres per 1,000 population in a subdivision for neighborhood and community park and recreational facilities.

#### **Discussion of Impacts**

No Impact. The Housing Element Update is a policy document and will not directly generate any development. The adoption of the Update will have no impact on public services. As future housing projects are proposed, they will be reviewed to determine potential impacts on public services during the CEQA review process. Sites identified for future housing in the Site Inventory are mainly urban infill sites. All inventory sites will be developed under the allowable densities in the General Plan and Zoning Code. The majority of the City is well served by public services, and thus new development on the inventory sites are least likely to have significant impacts on public services.

The sites identified for future housing are not located in or near a fire hazard zone. As future housing projects are proposed, they will be required to provide adequate emergency access and safety design following the Riverside County Fire Department's design guidelines.

Future housing development will be required to pay development impact fees toward fire, police, library and general government facilities upon development approval and school developer fees in place at the time development occurs. Future housing projects will also be required to dedicate land and/or pay an in-lieu fee for provision of park and recreational facilities, if they involve subdivisions containing five or more parcels. These standard requirements, including fee payments, will offset impacts associated with public services and facilities generated by new residents.

**Mitigation Measures:** None required.

Monitoring: None required.

**Source:** City of Coachella General Plan 2015.

XVI. RECREATION  Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				Х
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				Х

The City of Coachella provides a variety of recreation facilities and currently has eight parks that host various sports fields, a boxing club and swimming pools, as well as a tot lot and a community center, which total approximately 59.6 acres.

The Desert Recreation District (DRD) also provides recreational services throughout the Coachella Valley. DRD manages, maintains and assists in maintaining over 30 parks and recreation facilities in the valley. DRD also offers a variety of quality programs, services and classes on physical fitness, mental wellness and arts and crafts.

#### **Discussion of Impacts**

a, b) No Impact. The adoption of the Housing Element Update, a policy document, will not generate any new development or redevelopment directly. No impact on recreation will occur. Future housing projects will be reviewed for their potential impacts on recreational resources during the CEQA review process. However, the City's standards for private and common area open space will provide for on-site recreation options for most projects built in the future. Applicable parkland dedication and/or in-lieu fees and development impact fees will be assessed on new housing development to cover the additional costs of providing recreational services to new residents. No impact will occur.

Mitigation Measures: None required.

**Monitoring:** None required.

**Source:** City of Coachella General Plan 2015.

XVII. TRANSPORTATION  Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				Х
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				Х
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				Х
d) Result in inadequate emergency access?				Х

The City of Coachella General Plan Mobility Element shows the City's intended future roadway network and sets standards on various Street Typologies and the street network. The Mobility Element policies aim to achieve goals including complete streets, traffic calming, a pedestrian and bicycle trail network, and sustainable transportation. The General Plan Environmental Impact Report analyzed impacts on roadways and intersections using a threshold of Level of Service (LOS) D.

CEQA Guidelines section 15064.3 sets forth guidelines for implementing SB 743 (stats. 2013, ch. 386), which requires amendments to the CEQA Guidelines (pre-2019) to provide an alternative to LOS for evaluating transportation impacts. Changes to CEQA Guidelines were adopted in December 2018, which require all lead agencies to adopt vehicle miles traveled (VMT) as a replacement for automobile delay-based LOS as the new measure for identifying transportation impacts for land use projects. This statewide mandate went into effect July 1, 2020. The City of Coachella has not adopted its own VMT policy yet; land use projects are analyzed using the County of Riverside's Transportation Analysis Guidelines for Level of Service & Vehicle Miles Traveled (December 2020).

#### Discussion of Impacts

**a-d)** No Impact. The Housing Element Update is a policy document that will not generate any development directly or propose any changes to transportation in the City. No impact will occur regarding transportation.

As future housing projects are proposed, they will be required to analyze potential traffic impacts and prepare traffic impact studies that include VMT analysis, where necessary. As currently adopted, affordable housing projects are assumed to have a less than significant impact on VMTs in the County's policy, and therefore would not generate significant impacts. Other projects for above moderate income households would be analyzed individually, but given the location of sites identified in the Housing Element, the majority are urban areas where efficiencies including proximity to employment and services will reduce potential impacts and shorten vehicle trips.

The projects will also be required to meet City standards on roadway improvements, parking, and emergency access through conditions of approval. The project site plan will be subject to review by both the Fire Department and Police Department on safety measures and design to ensure adequate emergency access and proper geometric design.

The sites identified for future housing occur on the City's developed street system, and will not interfere with the system. Most sites are relatively close to bus stops served by SunLine bus routes, existing and proposed bicycle facilities, as well as multi-use trails. No impact is anticipated on alternative transportation.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014.

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k), or				Х
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.				X

The Cahuilla Indians are the first known human inhabitants of the Coachella Valley. The Cahuilla were hunters and gatherers, generally divided into three groups based on their geographic setting: the Pass Cahuilla of the Beaumont/Banning area; the Mountain Cahuilla of the San Jacinto and Santa Rosa Mountains; and the Desert Cahuilla from the Coachella Valley, as far south as the Salton Sea. Today, Native Americans of Pass or Desert Cahuilla heritage are mainly affiliated with the Indian tribes of the Coachella Valley, including the Cabazon, Augustine, Torres Martinez, Twentynine Palms, Agua Caliente, and Morongo.

#### **Discussion of Impacts**

a) i, ii) No Impact. In the Coachella area, the Mecca Hills, Thermal Canyon, and washes north of Thermal Canyon host archaeologically significant trails, mining sites, and other artifacts from previous settlements. There are also possible sites along the west side of the Whitewater River, and in the downtown area. State regulations and General Plan policies protect against impacts to unique archaeological resources. The General Plan requires new development to implement strategies to protect or reduce impacts on archaeological resources.

The adoption of the Housing Element Update will have no impact on tribal cultural resources. The City conducted AB 52 and SB 18 consultation and sent out letters to 12 tribes. The City received 1 response, and no consultation was requested.

As individual projects are proposed in the future, the City will conduct government-togovernment consultations with local tribes pursuant to AB 52 and SB 18 regarding potential tribal cultural resources that could occur on individual project sites.

There are no historic resources on sites identified in the Site Inventory. Should future housing development be proposed on sites with historic resources or potential tribal cultural resources, any potential impact will be addressed in the project-level CEQA process in accordance with state law and General Plan policies.

Overall, no impact is expected.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014.

XIX. UTILITIES AND SERVICE SYSTEMS  Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				X
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				Х
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				Х
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				Х
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				Х

The City of Coachella is served by the following utility providers:

Utility	Service Provider(s)
Electricity	Imperial Irrigation District (IID)
Natural gas	Southern California Gas Company (SoCalGas)
Water	Coachella Water Agency (CWA)

Wastewater	Coachella Sanitary District (CSD) (majority of the City), Valley Sanitary District (VSD)
Solid Waste	Burrtec
Telecommunications	Spectrum, Frontier

#### **Discussion of Impacts**

No Impact. The adoption of the Housing Element Update will have no impact on utilities and service systems because it will not generate construction or development directly. Lands identified in the Housing Element are served by water and sanitary sewer lines. As future housing projects are proposed, their potential impacts on utilities will be considered during the entitlement process and CEQA review.

CWA is responsible, under the California Water Code, for analyzing its current and future water supply, and assuring that sufficient supply is available to serve land uses within its service area, through the preparation of an Urban Water Management Plan (UWMP). CWA participated in the 2020 Coachella Valley Regional UWMP, which used the City's General Plan land uses as a basis for planning. CWA has demonstrated sufficient water supplies to serve the City through 2045 during normal, single dry, and multiple dry years.

CSD conducts long-range planning for sewer services based on the General Plan land uses in its Sewer System Master Plan (SSMP, 2015). CSD has indicated sufficient capacities at the wastewater treatment plant and force mains, although certain pipes and pump stations are identified for necessary upgrades to accommodate growth under the General Plan. The City and CSD are responsible for programming projects recommended in the SSMP, which are expected to be funded under a combination of development impact fees and rate increases.

Burrtec provides solid waste services to the City on a contract basis, and will charge a per unit fee on future housing units. Regional landfills have sufficient capacity to accommodate future development in the City.

The energy and telecommunications service providers also plan their infrastructure according to local development and population growth to provide adequate services. All future housing projects will be required to analyze their demand for utility services at the individual project level.

Mitigation Measures: None required.

Monitoring: None required.

Sources: City of Coachella General Plan 2015; City of Coachella General Plan Update Final Environmental Impact Report (CGPU EIR, SCH No. 2009021007), October 2014; 2020 Coachella Valley Regional Urban Water Management Plan, June 2021.

XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				Х
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				Х
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				Х
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				Х

The California Department of Forestry and Fire Protection (CalFire) ranks fire hazards of wildland areas in the state using four main criteria: fuels, weather, assets at risk, and level of service. There are no state responsibility areas (SRA) or Very High Fire Hazard Severity Zones (VHFHSZ) in or near the City.

#### **Discussion of Impacts**

**a-d)** No Impact. The adoption of the Housing Element Update will have no impact on wildfire. The City of Coachella consists of primarily local responsibility area (LRA) and some federal responsibility area (FRA). There are no SRA, VHFHSZ, or any other designated fire hazard zones in the City. There is no substantial vegetation within the City to generate a high wildfire risk, nor are any sites identified in the Element near wildlands or forested lands. No impact will occur regarding wildfires.

Mitigation Measures: None required.

Monitoring: None required.

**Source:** Fire and Resources Assessment Program (FRAP) maps, California Department of Forestry and Fire Protection.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?				Х

a-c) No Impact. The adoption of the Housing Element Update, a policy document, will not impact the environment. As discussed above, sites identified for future housing are not located within or near a CVMSHCP designated conservation area. The Update will not impact biological or cultural resources, nor human beings directly or indirectly.

The sites identified for future housing will be developed in accordance with General Plan designations and policies, and such development will not impact long term environmental goals. Cumulative impacts of future development have been addressed in the General Plan and its Environmental Impact Report where necessary, and will also be considered during CEQA review for individual projects as they are proposed under the Housing Element.

# 6<sup>th</sup> Cycle Housing Element City Coachella

Prepared by: Lisa Wise Consulting, Inc. Revised Public Review Draft | July 2023





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# Section I

# Introduction

## I.A Community Context

Founded in 1876 and incorporated in 1946, Coachella is a desert community located at the eastern end of the Coachella Valley in Riverside County, California. The city is located southeast of the San Gorgonio Pass, east of the San Jacinto and Santa Rosa Mountains, and north of the Salton Sea. Interstate 10 runs the length of the Coachella Valley, connecting Coachella with nearby cities and the Southern California region.

Residential land accounts for 3% of the city, with the majority of its 47,000 residents concentrated west of State Route 111. The city's two main retail and commercial corridors are Cesar Chavez Street (formerly U.S. Route 99) and Grapefruit Boulevard (State Route 111). Agricultural uses comprise about one-third of the city, while just over half of Coachella is undeveloped land.

98% of Coachella's residents are Hispanic or Latino. The city is officially bilingual in both English and Spanish. Coachella celebrates a strong cultural identity and is a tightly knit community, one that played a key role in fostering parts of the farmworker revolution during the 1960s that shaped the agricultural industry in immeasurable ways. Coachella's vision is to transform into a medium-sized, full-service city with a range of amenities and economic opportunities beyond its two main industries of agriculture and hospitality. The city is growing rapidly, but the community intends to maintain its social cohesion and sense of identity as the City expands.

# I.B Housing Element Purpose

The State of California has stated that the availability of decent and suitable housing for every California family is "a priority of the highest order" (California Government Code §54220). This objective has become increasingly urgent in recent years as communities across the state, including Coachella, struggle to meet the housing needs of all their residents. State Housing Element Law, established in 1969, recognizes the vital role local governments play in the supply and affordability of housing and requires all cities and counties in California establish a long-range plan to meet their fair share of regional housing needs. Cities are charged with planning for the welfare of their citizens, including ensuring that the existing and projected demands for housing are adequately met.

High housing costs — and related housing instability issues — increase health care costs (for individuals and the state), decrease educational outcomes (affecting individuals, as well as the state's productivity), and make it difficult for California businesses to attract and retain employees.

- State of California 2025 Statewide Housing Assessment

The Housing Element is the primary tool used by the State to ensure local governments are appropriately planning for and accommodating enough housing across all income levels. This Housing Element covers the planning period 2021-2029. The Housing Element is a mandatory part of a jurisdiction's General Plan but differs from other General Plan elements in two key aspects. The housing element must be updated every eight years for jurisdictions within a metropolitan planning organization (MPO) on a 4-year regional transportation plan (RTP) cycle, such as the Southern California Association of Governments (SCAG). The housing element must also be reviewed and approved (i.e., certified) by the California Department of Housing and Community Development (HCD) to ensure compliance with statutory requirements.

At the time of publication, the COVID-19 crisis has impacted Coachella in significant ways. This has made the issue of housing security even more acute as residents face job loss, housing cost pressures, and disparate health impacts from the pandemic. On a practical level, the housing element has had to respond to these conditions by transitioning the public outreach process to reflect the limitations brought on by COVID-19. These actions are detailed in this report. From a policy perspective, the impact on housing security has shown that many of Coachella's residents have only tenuous access to housing and the need to secure more housing alternatives for all members of Coachella's populations.

# I.C Organization of the Housing Element

Per California Government Code §65580-65589, a housing element must consist of the following components:

Review of the Previous Housing Element: An evaluation of the results
of the goals, policies, and programs adopted in the previous Housing
Element that compares projected outcomes with actual achieved results.
The results of this assessment are located in Appendix D.



 Housing Needs Assessment: An analysis of the existing and projected housing needs of the community. It provides a profile of sociodemographic information, such as population characteristics, household information, housing stock, tenure, and housing affordability. The assessment also considers local special housing needs, such as, seniors, farmworkers, homeless, large households, and female-headed households. The analysis is provided in Appendix A.



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Inventory of Adequate Sites: An inventory listing adequate sites that
are suitably zoned and available within the planning period to meet the
City's fair share of regional housing needs across all income levels. The
inventory is summarized in Section 3, with the detailed analysis in
Appendix B.



 Housing Resources: An identification of resources to support the development, preservation, and rehabilitation of housing. Non-land resources are summarized in Section 3.



• **Housing Constraints:** An assessment of impediments to housing production across all income levels covering both governmental (e.g., zoning, fees, etc.) and nongovernmental (e.g., market, environmental, etc.). This analysis is provided in Appendix C.



- Affirmatively Furthering Fair Housing: This section provides an assessment of fair housing by identifying disparities in housing needs, unequal access to opportunity, and/or patterns of racial and ethnic segregation, a process referred to as affirmatively furthering fair housing (AFFH). See Section 1.F, below, and Appendix F. This assessment meets AB 686 requirements for all housing elements due to be revised on or after January 1, 2021
- Housing Plan: This section provides a statement of the community's goals, quantified objectives, and policies to maintain, preserve, improve, and develop housing, as well as a schedule of implementable actions to be taken during the planning period to achieve the goals, objectives, and policies. Quantified objectives for new construction, rehabilitation, and conserved units by income category (i.e., very low, low, moderate, and above moderate) are included to make sure that both the existing and the projected housing needs are met, consistent with the City's share of the Regional Housing Needs Allocation (RHNA).



Section II provides a summary of the projected housing need. Section III summarizes the adequacy of housing sites and identifies housing resources. Section IV contains the housing plan. The comprehensive research and analysis supporting the development of Section IV, Housing Plan, are compiled in appendices to this Housing Element. These appendices contain the full set of information used to inform the City's goals, policies, and programs:

- Appendix A: Housing Needs Assessment
- Appendix B: Sites Inventory and Methodology
- Appendix C: Housing Constraints
- Appendix D: Existing Programs Review
- Appendix E: Public Participation Summaries
- Appendix F: Affirmatively Furthering Fair Housing

#### I.D Data Sources and Methods

This Housing Element was updated in accordance with California Department of Housing and Community Development (HCD) guidelines for the 6th Housing Element Cycle, incorporating additional considerations required under new State housing-related legislation. Specific documents are referenced throughout the Housing Element, including but not limited to the Coachella 2015 General Plan, Zoning Code, and the Vista Del Agua and La Entrada Specific Plans. The analyses and findings in this document relied on data compiled from various sources, including:

- US Census Bureau (American Community Survey)
- California Department of Housing and Community Development (HCD)
- California Department of Finance (DOF)
- US Department of Housing and Urban Development (HUD)
- Consumer Financial Protection Bureau (CFPB)
- Southern California Association of Governments (SCAG) pre-certified data

This document was also informed by information provided by residents, business groups, local institutions, City staff, and elected officials.

# I.E Summary of Public Participation

Public participation is crucial in shaping Coachella's housing strategy. Understanding the needs of the community enables the development of housing strategies that are most appropriate and effective. Public outreach also allows the City to identify concerns unique to certain stakeholders that may not have been initially apparent. As part of the development of this Housing Element, the City's public participation program included two focus group meetings, four steering committee meetings, one community-wide meeting, one public hearing with the Planning Commission, and one public hearing with the City Council. For summaries of public outreach events including attendees, discussion topics, and meeting format, please see Appendix E.

During the public outreach sessions, the City documented prominent comments and concerns. These were taken into consideration when the goals and programs of the Housing Element were created. Concerns about resident displacement, inclusionary zoning, and climate change mitigation were expressed. These concerns were translated into action items seen in Program 7.1, Program 7.2, and Program 3.1.

Other concerns included workforce housing needs and efforts to streamline affordable housing development. Program 1.10 and Program 5.10 focus directly on workforce housing, specifically farmworkers. Developmental streamlines for affordable housing – in Program 6.2 and Program 6.7.

The community outreach process also identified concerns regarding constraints that affect housing type and income diversity in the city. The community mentioned that sites should be chosen strategically to avoid creating income segregation, which prompted the City to reevaluate the site inventory and consider additional sites for housing. Affordable housing incentives and flexibility for developers were strategies to promote housing. In response, the City includes programs such as Program 1.8, Program 2.7, and Program 6.4. **Website** 

The Housing Element Update webpage (https://www.coachellahousingelement.com/) was used to provide an overview of the Housing Element update process and timeline, resources for Housing Element information (e.g., meeting notices, draft documents, etc.), and provide City contact information. Interested parties could sign up to receive information about upcoming meetings and documents. The website was available in English and Spanish (translated).

#### **Focus Groups**

The City conducted two focus group meetings in preparation of the Housing Element update:

- Focus Group #1: Wednesday, April 21, 2021, 5:00 pm 6:00 pm
- Focus Group #2: Friday, April 23, 2021, 1:30pm 2:30pm

Due to the ongoing COVID-19 crisis, the focus groups were held over webinar. Invitations were distributed to 51 individuals representing multiple stakeholder groups (See Appendix E for list of contacted groups). Of the 11 individuals who RSVP'd, 8 participants attended. Follow up meetings were offered to individuals who RSVP'd and did not participate, although no stakeholder responded to this offer. Comments received are documented in Appendix E and summarized below.

- Underserved groups tend to be low-income individuals, older individuals, full time and seasonal agriculture workers, Native Americans, and families and households with mixed immigration status.
- There is a need and an interest in creating workforce housing, especially housing for farmworkers to remain near the farms.

- There needs to be a better integration of various income level housing opportunities throughout the City.
- Development standards need to be reevaluated to increase flexibility in housing production. Participants have shown desire to reduce setbacks, up zone areas, and create more mixed-use opportunities in the City's Downtown.
- Affordable housing developers have difficulty meeting state and federal funding requirements because of the City's density restrictions and other limitations (parking, height limits, Floor Area Ratio restrictions, etc.) as well as the availability of suitable sites in proximity to other factors (e.g., proximity to transit and services).
- The City works well with non-profit developers to streamline approvals, when possible.
   City has helped utilized SB35 streamlining.

#### **Steering Committee**

The City formed a housing steering committee consisting of eight members representing a variety of interests and expertise.

#### Meeting #1 (July 2021)

On July 26, 2021, the City conducted the first steering committee meeting via Zoom. The purpose of the meeting was to introduce the Housing Element update, outline the role of the steering committee, and facilitate a discussion regarding committee member concerns, observations, and goals for housing development in Coachella. Committee members are tasked with representing a variety of perspectives and interests; consensus housing goals, objectives, or constraints is not necessary. Initial comments included:

- Building denser, affordable housing is difficult given the higher cost of such development typologies
- Current market-rate rents are not high enough to absorb added costs without outside sources of funding
- Future projects would benefit from lowering development costs and increasing certainty for developers, e.g., shortening the entitlement timeline, streamlining the process, and allowing smaller lots by-right

#### Meeting #2 (August 2021)

On August 16, 2021, the City conducted the second steering committee meeting via Zoom. The City and Consultant team presented an overview of the technical requirements of the Housing Element and the draft goals and policies for the 6<sup>th</sup> Cycle Housing Element. The steering committee members were provided with memos with initial results from the needs assessment, governmental constraints assessment, draft sites inventory, and preliminary housing plan for review in advance of the meeting. The City and team facilitated discussions on the technical assessment findings and the draft implementation plan. Discussion included:

- How to eliminate development constraints, such as minimum street widths and setback requirements
- Need for affordable housing incentives for both for-profit and non-profit developers (both developers should collaborate to access financing options)
- Include a program or policy to reduce developer uncertainty through reducing/removing CEQA requirements, expediting the development review process, etc.
- The need for community amenities such as a senior center close to residential development
- What can the City do to be more competitive in federal funding for affordable housing projects (based on ranking criteria)?
- Meeting #3 (August 2021)
- On August 27, 2021, the City conducted the third steering committee meeting via Zoom.
   The City facilitated a discussion with the committee and focused on Housing Element goals and policies and preparations for the upcoming workshop.

#### **Community Events**

The City conducted one community-wide event to solicit input on housing needs:

• Virtual Workshop, October 14, 2021

On October 14, 2021, the City of Coachella hosted a virtual public workshop for the 6<sup>th</sup> Cycle Housing Element Update project. Gabriel Perez, Development Services Director, opened the meeting and explained the intent of the workshop is to provide information about the Housing Element Update process and answer questions. The presentation was available in English and live Spanish translation. Director Perez introduced additional City staff and the Consultant Team, Lisa Wise Consulting Inc. (LWC). The presentation addressed the following topics:

- 1. Housing Element Overview
- 2. Process and Public Outreach
- 3. Housing Needs and Conditions in Coachella
- 4. Public Review Draft Housing Element
- 5. Next Steps for the Coachella Housing Element Update
- 6. Questions and Discussion

Due to the ongoing COVID-19 crisis, the community event was held as a webinar. Notifications of the community event were distributed in English and Spanish to the City's email database. Approximately 20 participants attended. Comments received are documented in Appendix E and summarized below.

How can interested persons participate in the Housing Element Update process?
 There are many ways to participate in the Housing Element Update process. The steering committee meetings included non-profit and for-profit developers, faith-based groups, and the housing authority, among others.

- What does "affordable housing" mean? "Affordable" is a technical term that refers to the amount of income spent on housing (no more than 30%) relative to income categories set by the State (e.g., Extremely Low, Very Low, Low, Moderate) based on a region's Area Median Income (AMI), in this case, for Riverside County.
- How is the City ensuring that Coachella residents won't be displaced, including low-income persons of color? The City should look at inclusionary zoning ordinances, rent control, land trusts, and types of anti-displacement strategies. The idea behind a housing element update is to ensure that cities have enough space available to produce housing attainable to persons at all income levels, including below market-rate housing. Many of the sites identified by the City that will be used for complying with the City's Regional Housing Needs Allocation (RHNA) are on vacant land, so they will not remove existing housing.
- How will the City prevent segregation of neighborhoods based on income levels
  and the concentration of poverty? The City is sensitive to this issue. Pursuant to state
  law, the City will conduct an analysis to "affirmatively further fair housing" and investigate
  areas that may be segregated by income, race, etc.
- The City should have its Code Enforcement Division help rehabilitate existing
  housing, such as small loans for residents to make repairs. The City does provide a
  Residential Rehabilitation Program to residents (as funding is available), and will continue
  to advertise this on its website, share information with service organizations, and post
  information in City Hall. Please also see Program 2.1 of the Housing Element Update.
- Does the Housing Element Update consider climate goals and proximity to transit in its analyses? Yes, the Housing Element Update promotes housing near jobs and transit to reduce climate impacts that occur on account of commutes.

#### **Public Hearings**

The Housing Element was presented at three public hearings:

Planning Commission Study Session-November 2021

On November 8, 2021, the City hosted a hybrid in-person/virtual joint City Council/Planning Commission study session for the 6<sup>th</sup> Cycle Housing Element Update project. Mayor Steven Hernandez opened the meeting and introduced Gabriel Perez, Development Services Director, who explained the intent of the study session was to review the draft Housing Element Update, as well as to receive comment and answer questions. The presentation was available in English and live Spanish translation. Director Perez introduced the Consultant Team, Lisa Wise Consulting Inc. (LWC). The presentation addressed the following topics:

- 1. Housing Element Overview
- 2. Process and Public Outreach
- Housing Needs and Conditions in Coachella
- 4. Public Review Draft Housing Element
- 5. Public Workshop

- 6. Next Steps for the Coachella Housing Element Update
- 7. Questions and Discussion

Due to COVID-19 conditions, the meeting was held virtually via Zoom with the option for in-person attendance at the Coachella City Hall Council Chambers. Public participants were able to access the meeting by computer or by phone in English or Spanish. Participants were encouraged to provide feedback on the presentation and Housing Element document verbally at the meeting or by Zoom comment box. Over 15 people attended the study session via Zoom.

Comments received are documented in Appendix E and summarized below. Three emails were also entered into the record.

- Does the fact that the median income in Riverside County is higher than the median income in Coachella present opportunities for Coachella? While grants and other funding for affordable housing are very competitive, the relative lower income of Coachella residents is a factor that could help proposed affordable housing projects in Coachella score higher for receiving funding or tax credits from programs through Riverside County or the State.
- The City should look at its last (5th cycle) housing element update to see how it has been recently promoting affordable housing. The City has 560 units in the pipeline; 106 currently under construction. Let's promote our successes. The City does look at how it has performed over the last housing cycle through its current housing element update. The housing element update will highlight how many affordable units have been built since the start of the last housing cycle.
- Affordable housing units in the City should be high-quality. Coachella residents that
  live in affordable housing units should not feel inferior to other residents, especially
  because of the quality of their housing. We want residents to feel at home and not
  segregated. While capacity constraints such as lot coverage restrictions can negatively
  impact the profitability of housing projects, and therefore in part the type of materials used
  for construction of affordable housing units, the City can consider programs to require
  projects to provide the same type of fixtures and appliances for market rate and affordable
  units.
- The City needs to update its Zoning Ordinance and Zoning Map to be consistent with its General Plan. The City currently is circulating a request for qualifications (RFQ) to this effect.
- The City should address senior housing needs, both in the short and long term.
   Senior housing should be near amenities, as some senior may not have reliable transportation or may not be able to drive. The City should also streamline senior housing projects.
- The City should consider adopting an inclusionary zoning ordinance.

- The City should encourage different types of housing (e.g., "missing middle" housing). This includes condominiums and fourplexes, etc. These types of housing should also be near amenities, such as access to medicine, jobs, churches, and counseling centers. We can look at the Zona Central between Avenue 50 and 52 to continue the grid. The housing element update promotes a diversified housing stock—everything from detached single-family housing to missing middle housing to federally subsidized, traditional affordable housing. The Housing Element acknowledges that access to amenities is an important factor in remaining competitive for subsidies and grant funds for affordable housing and will continue to work with developers to align sites for housing with high opportunity areas.
- Can the City require that first-time homebuyers have priority over others when submitting offers to purchase a home? The housing element team is not aware of any such programs in California. First-time homebuyer programs do exist where cities provide access to low interest rates or other types of funding, or education programs for first-time homebuyers. In some cities, first-time homebuyers experience difficulties in buying housing when they must compete with short-term rentals. The City does participate in a first-time homebuyer assistance program through Riverside County.
- The City should streamline affordable housing projects (have a quick turnaround time for plan check and reviews).

Planning Commission Hearing- (TBD)

City Council Hearing- (TBD)

## I.F Affirmatively Furthering Fair Housing

Assembly Bill (AB) 686, signed in 2018, establishes new requirements to Government Code Section 65583 requiring cities and counties to take deliberate actions to foster inclusive communities through fair and equal housing choice by establishing policies to address disparities in housing needs, access to opportunity, and patterns of racial and ethnic segregation, a process referred to as affirmatively furthering fair housing (AFFH).

The California Department of Housing and Community Development (HCD) released AFFH assessment guidelines on April 27, 2021. The AFFH analysis covers, and is built upon, several other required components of the Housing Element, including the Needs Assessment (Appendix A), Sites Inventory (Appendix B), and Constraints Assessment (Appendix C), and as such is provided for in a separate appendix, referencing other technical components as needed. The summary of findings is provided below, in Table 1-1. For the complete analysis, see Appendix F.

Appendix F was released for public review and posted to the project website in April 2022. Fair housing issues and topics were discussed at Focus group meetings and public workshops prior

to the release of the draft Appendix. Input from the community on fair housing programs and policies in included in Section IV.

Table 1-1: AFFH Issues and Meaningful Actions

Contributing Factor	AFFH Strategy	Housing Implementation Programs
Land use and zoning laws	Modify land use and zoning laws to be less restrictive	1.5 Lot Consolidation 1.7 Large Sites 1.13 General Plan Map Amendments 4.2 Reasonable Accommodation 5.1 Zoning Code Constraints 5.2 Development Fees 5.3 Parking Requirements 5.4 Eliminate Minimum Dwelling Unit Size Requirement 5.5 Accessory Dwelling Units (ADUs) 5.6 Transitional and Supportive Housing 5.7 Manufactured Housing 5.8 Group Homes 5.9 Single-Room Occupancy Housing 6.7 Streamlined Approvals
Displacement of residents due to economic pressures	New Housing Choices and Affordability in more areas of the City	1.1 General Plan Implementation 1.2 Lower Income Site Rezoning 1.3 General Plan Text Amendment 1.4 Services and Facilities 1.14 AB2339 Code Amendments 5.11 Prioritize Sewer Hookups for Residential Development For Lower-income 5.12 Objective Design Standards 6.1 Development Fee Deferral 6.2 Affordable Unit Financing 6.4 Density Bonus 6.6 Infrastructure Grants
Availability of affordable units in a range of sizes	Provide Choice of Different Affordable Housing Types	1.8 Variety of Housing Options for Special Needs Groups 1.9 Emergency Shelters 1.10 Farmworker Housing Support 5.5 Accessory Dwelling Units (ADUs) 5.6 Transitional and Supportive Housing 5.7 Manufactured Housing 5.8 Group Homes 5.9 Single-Room Occupancy Housing 5.10 Farmworker Housing Strategies
Access to financial services	Provide Information Regarding	1.12 Accessory Dwelling Units Outreach     2.1 Rehabilitation Programs

Table 1-1: AFFH Issues and Meaningful Actions

Contributing Factor	AFFH Strategy	Housing Implementation Programs
	housing and	2.7 Tenant Outreach
	funding options to Educate Community	4.1 Fair Housing
		6.5 Website Update
		7.1 Housing Choice Vouchers
		7.2 At-Risk Housing

## I.G Relationship to Other General Plan Elements

The Housing Element is one of seven mandatory elements of the City's General Plan, a long-range vision document that provides guidance for future development in Coachella. City Council adopted the Coachella General Plan Update in 2015. For the General Plan to provide effective guidance on land use issues, the goals, policies, and programs of each element must be internally consistent with other elements. This Housing Element builds upon the existing General Plan and is consistent with its goals and policies. In the event an element of the General Plan is amended, the City will consider the impacts of the amendment on the other elements to maintain consistency across all documents.

## I.H Other Statutory Requirements

#### **Water and Sewer Priority**

Government Code §65589.7 requires each public agency or private entity providing water or sewer services to grant a priority for the provision of these services to proposed developments that include lower income housing units. In Coachella, sewer services are provided by the Coachella Sanitary District and water services are provided by the Coachella Water Authority. The City has not denied, applied conditions, or reduced the amount of sewer service for a development that includes housing affordable to lower-income households consistent with State law. As part of this Housing Element, the City will adopt written policies and procedures that grant a priority for sewer hook-ups and service to developments that help meet Coachella's share of the regional need for lower-income housing (see Program 5.11).

Government Code §65589.7 also requires adopted housing elements to be immediately delivered to all public agencies or private entities that provide water or sewer services for municipal and industrial uses, including residential. The City will provide the adopted Housing Element to the Coachella Sanitary District and Coachella Water Authority immediately upon adoption.

## **Section II**

## **Projected Housing Need**

## II.A Introduction/Overview of SCAG Methodology

State Housing Element law (Government Code §65580 et. seq.) requires regional councils of governments to identify for each member jurisdiction its "fair share allocation" of the Regional Housing Needs Assessment provided by the California Department of Housing and Community Development (HCD). In turn, each city and county must demonstrate the capacity to accommodate their local share of regional housing needs in the community's housing element. Each jurisdiction's responsibility for meeting the overall regional housing need is established as a Regional Housing Needs Allocation (RHNA).

The Southern California Association of Governments (SCAG), the council of governments for the Coachella area, adopted its 6<sup>th</sup> Cycle RHNA allocation methodology in March 2020. SCAG considered several factors in preparing the methodology, which weighed both projected and existing need. Projected need was informed by household growth, future vacancy need, and replacement need, while existing need considered transit accessibility, job accessibility, residual need in disadvantaged communities. The distribution of the RHNA across the four income categories factored in a social equity adjustment, which allocated a lower proportion of lower-income RHNA to jurisdictions that already had a high concentration of such households in comparison to the County, as well as the goal to Affirmatively Further Fair Housing (AFFH), which adjusted the distribution of RHNA in jurisdictions considered either very low or very high resource areas.

## **II.B** Riverside County Income Limits

The projected housing needs are broken down by income category based on definitions in the California Health and Safety Code (§50079.5). HCD calculates "extremely low", "very low", "low", "median", "moderate", and "above moderate" income limits, and publishes these limits at the county level. Riverside County's 2021 income limits for households of one to four persons are shown in Table II-1.

		_		
Number of Persons in Household	1	2	3	4
Extremely Low (<30% of AMI)	\$16,660	\$19,000	\$21,960	\$26,500
Very Low (30-50% of AMI)	\$27,650	\$31,600	\$35,550	\$39,500
Low (50-80% of AMI)	\$44,250	\$50,600	\$56,900	\$63,200
Median	\$54,250	\$62,000	\$69,750	\$77,500
Moderate (80-120% of AMI)	\$65,100	\$74,400	\$83,700	\$93,000

Table II-1: Riverside County 2021 Income Limits

## II.C Regional Housing Needs Allocation

The RHNA for Coachella is shown in Table II-2. The City has a total allocation of 7,886 units for the October 2021 to October 2029 planning period.

Table II-2: 6th Cycle RHNA

	Coac	Coachella		Riverside County		SCAG	
Area/Income	Number of Units	Percent	Number of Units	Percent	Number of Units	Percent	
Total	7,886	100%	167,351	100%	1,341,827	100%	
Extremely Low <sup>1</sup>	516	400/	44.005	250/	254 700	200/	
Very Low	517	13%	41,995	25%	351,796	26%	
Low	999	13%	26,473	16%	206,807	15%	
Moderate	1,367	17%	29,167	17%	223,957	17%	
Above Moderate	4,487	57%	69,716	42%	559,267	42%	
<sup>1</sup> Assumes 50% of Very Lo	w-income household	s are Extremel	y-Low income	·.			

The City of Coachella is not responsible for the actual construction of these units. Coachella is, however, responsible for creating a regulatory environment in which the private market could build unit types included in their State housing allocation. This includes the creation, adoption, and implementation of General Plan policies, zoning standards, and/or economic incentives to encourage the construction of various types of units.

# Section III Housing Resources

#### III.A Introduction

There are a variety of resources available to support the City in implementation of its housing strategy, landowners and developers seeking to provide housing, and residents in need to housing assistance in Coachella. This section provides a summary of land available to accommodate future housing in the city. The full site inventory analysis is contained in Appendix B. This section also includes a list of local, regional, state, and federal programs that provide financial and related assistance to support the City in meeting its housing goals.

#### III.B Land Resources

A critical part of the Housing Element is the sites inventory, which identifies a list of sites that are suitable for future residential development. State law mandates that each jurisdiction ensure availability of an adequate number of sites that have appropriate zoning, development standards, and infrastructure capacity to meet its fair share of regional housing need (i.e., RHNA) at all

income levels. The inventory is a tool that assists in determining if the jurisdiction has enough land to meet its RHNA given its current regulatory framework.

## Identification of Sites Suitable for Housing

The sites identified in the site inventory (Appendix B) are comprised of parcels located in various areas and zones within the City. Each site has undergone an assessment to determine development potential and residential unit capacity given zoning standards and development trends. For detailed information, please see Appendix B.



## **Summary of Adequate Sites**

Table III-1 summarizes the City's methods for satisfying its RHNA. Based on entitled and proposed projects, and available 6<sup>th</sup> Cycle sites under the General Plan scenario (Scenario #2, assuming a rezoning Program 1.1 and General Plan Amendments Program 1.13), the City has excess capacity in all income categories. Assumptions and methodology for this determination and a detailed list of sites are included in Appendix B.

Table III-1: Residential Development Potential and RHNA

	Extremely- Low, Very Low, and Low	Moderate	Above Moderate	Total
RHNA	2,032	1,367	4,487	7,886
Entitled/Proposed Projects <sup>1</sup>	273		835	1,108
Remaining RHNA	1,759	1,367	3,652	6,778
Site Inventory Results				
Scenario 1 – Existing Capacity (Zoning Code)		2,212	3,211	5,423
Remaining- Zoning Scenario	1,759	-845 <sup>2</sup>	441	
Scenario 2 – Potential Capacity (General Plan) <sup>3</sup>	2,345	1,468	6,190	10,003
Remaining- General Plan Scenario	-586 <sup>2</sup>	-101 <sup>2</sup>	-2,538 <sup>2</sup>	-3,225

<sup>&</sup>lt;sup>1</sup> Considers net new units only.

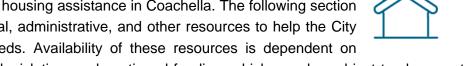
Source: City of Coachella, LWC 2022

<sup>&</sup>lt;sup>2</sup> Negative value indicates a surplus.

<sup>&</sup>lt;sup>3</sup> Requires rezoning, see Programs 1.1, 1.2, and 1.3.

#### III.C Financial and Administrative Resources

There are a variety of resources available to support the City in implementation of its housing strategy, landowners and developers seeking to provide housing, and residents in need to housing assistance in Coachella. The following section contains a list of financial, administrative, and other resources to help the City address its housing needs. Availability of these resources is dependent on governmental priorities, legislation, and continued funding, which may be subject to change at any time.



## **City Resources**

Coachella First Time Homebuyer Program Down Payment Assistance Program: This program provides down payment assistance in the form of a deferred loan for low-income, first-time homebuyers.

## **Regional Resources**

- Coachella Valley Housing Coalition (CVHC) Program
  - **Self Help Homeownership Program:** This program consists of families helping other families achieve home ownership. Families form an informal association and agree to help each other build their homes with technical assistance provided by a competent construction supervisor. CVHC was recently awarded a \$6 million federal grant from the U.S. Department of Agriculture (USDA) in April 2021.
- **Riverside County Economic Development Agency Programs** 
  - First Home Buyer Down Payment Assistance (FTHB) Program: This program provides down payment assistance to lower income persons in the purchase of a home.
  - Mortgage Credit Certification (MCC): This program allows home buyers to reduce the amount of their federal income tax liability by an amount equal to a portion of the interest paid on a home mortgage, qualifying them more easily for a loan by increasing the effective income of the buyer through a tax credit.
- Housing Authority of the County of Riverside (HACR) Programs
  - Family Self-Sufficiency (FSS) Program: This program assists families receiving rental assistance move to economic independence. This program includes workshops on financial assistance for higher education, credit repair/home ownership, self-esteem, resume writing, parenting, and stress management.
  - Homeownership (HOP) Program: This program assists with cleaning up credit problems for eligible residents and works closely with the FSS program to obtain the goal of homeownership while earning an escrow account.

#### **State Resources**

 Affordable Housing and Sustainable Communities Program (AHSC): Administered by the Strategic Growth Council, this program provides grants and/or loans to fund landuse, housing, transportation, or land preservation projects that support infill and compact development that reduce greenhouse gas emissions.

- **CalHome:** HCD provides grants to local public agencies and non-profit housing developers to assist first-time homebuyers with down payment assistance through deferred-payment loans, rehabilitation, homebuyer counseling, self-help mortgage assistance, or other technical assistance. \$57 million available in State CalHome program.
- California Emergency Solutions and Housing (CESH): This program provides funds
  for a variety of activities to assist persons experiencing or at risk of homelessness, such
  as housing relocation and stabilization services (including rental assistance), operating
  subsidies for permanent housing, flexible housing subsidies, emergency housing
  operating support, and homeless delivery systems.
- **Homekey:** This program provides funding to protect Californians experiencing homelessness who are impacted by COVID-19.
- Housing for a Healthy California (HHC) Program: This program creates supportive
  housing for recipients of or those eligible for health care provided through the California
  Department of Health Care Services' Medi-Cal program.
- Housing Navigator's Program: This grant program funds housing navigators to help young adults aged 18 to 21 years secure and maintain housing, with priority for individuals in the foster care system.
- Infill Infrastructure Grant Program (IIG): This program promotes infill housing development by providing grant funding, in the form of gap assistance, for infrastructure improvements required for qualifying multi-family or mixed-use residential development.
- Joe Serna, Jr. Farmworker Housing Grant (FWHG) Program: This program provides deferred payment loans for both owner-occupied and rental housing for agricultural workers, with a priority for lower income households.
- Local Housing Trust Fund (LHTF) Program: This program provides matching funds to local or regional housing trust funds for the creation, preservation, and rehabilitation of affordable housing, transitional housing, or emergency shelters.
- Mobilehome Park Rehabilitation and Resident Ownership Program (MPRROP): This program provides financing to support the preservation of affordable mobilehome parks through conversion of the park to an ownership model.
- **Multifamily Housing Program (MHP):** This program provides deferred payment loans for the construction, preservation, and rehabilitation of permanent and transitional rental housing for lower-income households.
- **National Housing Trust Fund:** This program provides deferred payment or forgivable loans for the construction of permanent housing for extremely low-income households. The covenant is for 55 years.
- **Predevelopment Loan Program (PDLP):** This program provides financing to cover predevelopment costs to construct, preserve, or rehabilitate assisted housing.

- Supportive Housing Multifamily Housing Program (SHMHP): This program provides low interest deferred loan payments to developers building affordable rental housing that contain supportive housing units.
- Transit-Oriented Development (TOD) Housing Program: This program provides lowinterest loans as gap financing for higher density affordable rental housing near transit.
- Veterans Housing and Homelessness Prevention Program (VHHP): This program supports the acquisition, construction, rehabilitation, and preservation of affordable multifamily housing for veterans and their families.
- **Golden State Acquisition Fund:** This \$93 million fund provides low-cost financing aimed at supporting the creation and preservation of affordable housing across the state.
- California Housing Finance Agency (CalHFA): CalHFA offers a variety of low-cost loan programs to support the development of affordable multi-family rental housing, mixedincome housing, and special needs housing.
- California Housing Finance Agency (CalHFA), Mortgage Credit Certificate Program:
   The MCC program is a homebuyer assistance program designed to help lower-income families afford home ownership. The program allows home buyers to claim a dollar-for-dollar tax credit for a portion of mortgage interest paid per year, up to \$2,000. The remaining mortgage interest paid may still be calculated as an itemized deduction.
- Elderlink: A senior care referral service licensed by the Department of Public Health. This
  organization provides independent and free personalized senior care placement services
  to fully screened and approved nursing home, board and care, and assisted living facilities.

### **Federal Resources**

- HOME Program: Participating jurisdictions may use HOME funds for a variety of housing activities, according to local housing needs. Eligible uses of funds include tenant-based rental assistance; housing rehabilitation; assistance to homebuyers; and new construction of housing. HOME funding may also be used for site acquisition, site improvements, demolition, relocation, and other necessary and reasonable activities related to the development of non-luxury housing. Funds may not be used for public housing development, public housing operating costs, or for Section 8 tenant-based assistance, nor may they be used to provide non-federal matching contributions for other federal programs, for operating subsidies for rental housing, or for activities under the Low-Income Housing Preservation Act.
- Community Development Block Grant (CDBG): Federal funding for housing programs is available through the U.S. Department of Housing and Urban Development (HUD). Coachella participates in the CDBG program through the County of Riverside, which applies to HUD for funds on behalf of the City and other non-entitlement jurisdictions. The City offers housing rehabilitation loan and grant programs funded with CDBG funds. The City's CDBG allocation for the Fiscal Year 2020-2021 is \$363,223.
- Section 108 Loan Guarantee Program: Allows CDBG entitlement jurisdictions to leverage their annual grant allocations to access low-cost financing for capital improvement projects. Eligible activities include housing, economic development, public

facility, and infrastructure. This program is often used to catalyze private investment in underserved communities or as gap financing.

- Section 811 Project Rental Assistance: HUD offers long-term project-based rental assistance through a NOFA published by the California Housing Finance Agency (CalHFA).
- Emergency Solutions Grants (ESG) Program: This program provides funding for cities, counties, and states to (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly rehouse homeless individuals and families, and (6) prevent families/individuals from becoming homeless.
- Veterans Affairs Supportive Housing (VASH) Program: HUD-VASH is a collaborative program between HUD and VA combines HUD housing vouchers with VA supportive services to help veterans who are homeless and their families find and sustain permanent housing.
- Low-Income Housing Preservation and Residential Home Ownership Act (LIHPRHA): This program requires all eligible HUD Section 236 and Section 221(d) projects at risk of conversion to market-rate rentals from mortgage pre-payments be subject to LIHPRHA incentives, which include subsidies to guarantee an eight percent annual return on equity.
- Low-Income Housing Tax Credit: Administered through the California Tax Credit Allocation Committee (TCAC), the Low-Income Housing Tax Credit (LIHTC) subsidizes the acquisition, construction, and rehabilitation of affordable housing by providing a tax credit to construct or rehabilitate affordable rental housing for low-income households.
- Continuum of Care (CoC) Program: The Continuum of Care (CoC) Program is designed to promote communitywide commitment towards ending homelessness. It provides funding to nonprofits, State, and local governments to provide shelter and services to people experiencing homelessness.
- U.S. Department of Agriculture (USDA) Housing Programs: This program provides homeownership opportunities for individuals and below market-rate loans/grants to public and non-profit organizations for new construction, preservation, or rehabilitation of farmworker/rural multi-family rental housing.

## III.D Opportunities for Energy Conservation

The cost of energy can greatly impact housing affordability, as energy costs can constitute a significant portion of total housing costs. High energy costs also particularly impact low-income households that are less likely to have the ability to cover increased expenses.

The Imperial Irrigation District (IID) provides electricity services for the City of Coachella. They assist low-income customers through several programs including:

### Imperial Irrigation District (IID)

- Residential Energy Assistance Program (REAP): This program reduces energy bills for eligible participants by about 20 percent. IID also offers a 30 percent REAP discount to qualifying customers age 62 or older.
- Emergency Energy Assistance Program (EEAP): This program assists customers who
  face disconnection for non-payment. EEAP payment assistance is available quarterly to
  residents who participate in the REAP program. Customers may qualify for up to \$75 on
  their electric bill during the 1<sup>st</sup> and 4<sup>th</sup> quarter, and up to \$125 during the 2<sup>nd</sup> and 3<sup>rd</sup> quarter.
- Medical Equipment Assistance Program (MEEAP): This program reduces the electrical rate for a defined quantity of electricity used to operate medical equipment by a household that has a full-time resident who requires specifically medically necessary equipment to sustain life or prevent deterioration of a person's medical condition.

Additionally, the City has an Energy Action Plan (EAP), which was adopted in 2012. The EAP is intended to assist in meeting State and regional goals of greenhouse gas reduction and long-term energy efficiency, and it includes a strategy to meet the City's energy reduction goals.

Other conservation programs available at the local, regional, state, and federal level are described below.

## **Regional Energy Resources**

- Community Action Partnership of Riverside County Programs
  - Weatherization Assistance Program: This program provides free home energy conservation services to low-income Riverside County homeowners and renters.
  - Low-Income Home Energy Assistance Program: This program provides grants and one-time assistance payments to moderate-income families and individuals for electric bills in Riverside County.

#### **State Energy Resources**

- California Department of Community Services & Development Programs Low-Income Weatherization Program (LIWP): California's Low-Income Weatherization Program (LIWP) provides low-income households with solar photovoltaic (PV) systems and energy efficiency upgrades at no cost to residents. LIWP is the only program of its kind in California that focuses exclusively on serving low-income households with solar PV and energy efficiency upgrades at no cost. The program reduces greenhouse gas emissions and household energy costs by saving energy and generating clean renewable power. LIWP currently operates three program components: Multi-Family, Community Solar, and Farmworker Housing. According to CDS's Nov. 2020 Low-Income Weatherization Program Impact Report, LIWP has received \$212 million from the Greenhouse Gas Reduction Fund since 2014. Note: The multi-family energy efficiency & renewables program component is estimated to end in June 2022.
- California Public Utilities Commission Energy Savings Assistance Program (ESA):
   ESA provides no-cost weatherization services to low-income households who meet the
   CARE income guidelines. Services provided include attic insulation, energy efficient

- refrigerators, energy efficient furnaces, weatherstripping, caulking, low-flow showerheads, water heater blankets, and door and building envelope repairs which reduce air infiltration.
- Federal Housing Administration Energy Efficient Mortgage Program (EEM): This
  program helps families save money on their utility bills by enabling them to finance energy
  efficient improvements with their FHA-insured mortgage. The EEM program recognizes
  that an energy-efficient home will have lower operating costs, making it more affordable
  for the homeowners. Cost-effective energy improvements can lower utility bills and make
  more income available for the mortgage payment.

## **Section IV**

# **Housing Plan**

#### Introduction

The housing plan of the Housing Element serves as the City's strategy for addressing its housing needs. This section describes the housing goals, policies, and programs of the Housing Element for the City of Coachella.



Goals are aspirational purpose statements that indicate the City's direction on housing-related needs. Each goal encompasses several policies, which are

statements that describe the City's preferred course of action among a range of other options. Each goal also includes programs, which are actionable steps taken to implement the policies and further the City's progress towards its goals. Some programs contain quantified objectives, which refer to the number of units that are expected to be constructed, preserved, or rehabilitated through the program during the planning period. These quantified objectives represent measurable outcomes that can be used to benchmark the success of each program.

This Housing Element contains institutional changes intended to significantly increase the amount and type of housing for all income levels in Coachella. These efforts are expected to be initiated throughout the planning period, which is from October 15, 2021 to October 15, 2029. In accordance with State law, the City will also evaluate the progress and effectiveness of these programs on an annual basis. Together, these initiatives reflect the City's commitment to increasing affordable housing and improve existing housing conditions.

Goal A: Facilitate the Development of a Variety of Housing Types to Provide Adequate Housing in the City to all Households

#### **Policies**

- a) Land Use Controls. Use the Land Use Element of the General Plan and the Zoning Code to ensure the availability of adequate sites for a variety of housing types.
- b) **Varying Densities.** Employ a range of housing densities to provide housing for all economic segments of the community consistent with good planning practice.

- c) Infill and Contiguous Land. Maximize use of vacant land within the city and contiguous to existing development in order to reduce the cost of off-site improvements and create a compact city form.
- d) **Compatible Uses.** Ensure the compatibility of residential areas with surrounding uses through the separation of potentially hazardous or damaging uses, construction of adequate buffers, and other planning and land use techniques.
- e) **Housing Downtown.** Promote higher-density and mixed-use redevelopment within the downtown area.
- f) Services and Facilities. Require that adequate public and private services and facilities are or will be provided to all new residential developments as a prerequisite for their approval.
- g) **Adaptive Reuse.** Investigate the adaptive reuse of vacant commercial structures in the downtown area for housing, possibly in a mixed-use fashion.
- h) **Large Family Housing.** Encourage developers to provide units with three or more bedrooms, suitable to house large households.
- i) **Emergency Shelters.** Continue to actively support efforts of providers who establish short-term bed facilities for segments of the homeless population including specialized groups such as the mentally ill and the chronically disabled.
- j) **Emergency Shelters Services.** Assist and support local social service agencies in their applications for federal funds to provide emergency shelters for homeless individuals and families.
- k) Special Needs Housing. Encourage the development of housing to meet the needs of special needs groups including the elderly, large families, farmworkers, homeless, and female-headed households, targeting locations in the City which have higher concentrations of special needs groups and are closest to City services and amenities.
- I) **Unit Sizes.** Promote the production of for sale and rental housing to meet the needs of families of all sizes.

- **1.1 General Plan Implementation.** The City adopted the updated General Plan in 2015. To fully implement the policies outlined in the General Plan update, the City will review the prior completed study that analyzed changes needed to the Zoning Code and revise as necessary to complete a comprehensive Zoning Code update. The City will prioritize creating zones and rezoning lower-income sites identified in the Site Inventory, Scenario #2.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Compatibility Study revised and updated (as needed) and lowerincome sites rezoned by October 2022; Zoning Code updated within 3 years of Housing Element adoption.

- **1.2 Lower Income Site Rezoning.** The City will prioritize rezoning sites to accommodate the lower-income RHNA (Appendix B). These sites will be rezoned according to their General Plan designation, along with the following requirements:
  - Allow Multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households;
  - Sites must accommodate a minimum of 16 units per site;
  - Establish a minimum density of 20 units per acre; and
  - Require residential use occupancy 50 percent of the total floor area of any mixeduse project on these sites.

The lower income RHNA is accommodated on approximately 136 acres of sites throughout the City. The City will amend the zoning regulations of approximately 136 acres of land identified for the lower income RHNA in the sites inventory as described in this program with development standards suitable to facilitate achievement of maximum allowed density (up to 65 du/ac) comply with California State law and meet RHNA targets.

- Responsible Agency: Development Services Department
- Funding: Department budget
- Time Frame: Within 1 year of Housing Element adoption
- 1.3 General Plan Text Amendment. The City will amend the General Plan to allow 100% residential projects if the site is identified in the City's Housing Element for lower-income development. This program applies to all designations, but specifically targets the NC, DC, and UE designations.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Within 1 year of Housing Element adoption
- **1.4 Services and Facilities.** Continue to utilize environmental and other development review procedures to ensure that all new residential developments are provided with adequate public and private facilities and services. Require documentation of the adequate services and facilities that are or will be provided as a condition of approval.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Ongoing
- **1.5 Lot Consolidation.** Evaluate opportunities for parcel assembly and the use of underutilized sites for high density and/or affordable housing. Discuss housing development potential with developers and property owners and consider relaxing development standards that constrain small lot development and prioritizing application processing to facilitate housing on these sites. Communicate with developers and owners regarding the variety of housing development options available for these sites.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Ongoing. Identify sites and meet with landowners every 3 years.
- **1.6 Housing Data.** Upon request, provide housing data, such as information on building permits, vacancy rates, and availability of funding sources, to interested parties.

Responsible Agency: Development Services Department

Funding: Department budget

Time Frame: Ongoing

- 1.7 Large Sites. Facilitate development on large sites designated for high-density housing by communicating with developers regarding housing opportunities for these sites, providing priority subdivision processing, and utilizing the Master Plan review process (as described in the General Plan Land Use Element) to facilitate affordable unit development. Work with landowners and developers to create sites ranging from one to 10 acres in size that are feasible and appropriate for the development of affordable housing.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Ongoing. Identify sites and meet with landowners every 3 years.
- 1.8 Variety of Housing Options for Special Needs Groups. Identify incentives for development of needed housing typologies suitable for single-parent families with children (e.g., one or two-bedroom houses), households with family members requiring assistance (e.g., persons with disabilities), and multigenerational families (e.g. houses for large families or multiple units on one lot). Encourage, and where feasible, incentivize developers to construct new units that include a full bathroom and bedroom on the first floor (for seniors to age in place) and on-site second units that can be rented.

Responsible Agency: Development Services Department

Funding: Department budgetTime Frame: December 2022

1.9 Emergency Shelters. Evaluate the adequacy of land that can accommodate emergency shelters in the city and, if needed, identify additional sites for rezoning to provide greater opportunity for these shelters Amend the Zoning Code parking and separation regulations for emergency shelters to comply with Government Code Section 65583(a)(4)(A),.

• Responsible Agency: Development Services Department

Funding: Department budget

• Time Frame: December <del>2022</del>2023

- 1.10 Farmworker Housing Support. Leverage existing relationships in the local non-profit and private sector to identify specific policy levers (such as expedited permitting, fee waivers, etc.) that will have the greatest impact on easing and increasing the development of farmworker housing. Meetings to discuss these constraints will be pursued alongside ongoing assistance given to local farmworker advocacy groups and developers with site identification and technical assistance. The Coachella Valley Housing Coalition (CVHC) is the leading developer of farmworker housing in the City of Coachella and the City commits to meeting annually with CVHC and other potential affordable housing developers to identify development opportunities for farmworkers and provide concession. incentives, and assistance with funding for affordable housing opportunities in the City as appropriate. As constraints are identified, the City will modify the Zoning Code (beyond the changes in Program 5.10) or adopt ordinances to the greatest extent feasible while ensuring compliance with State law.
  - Responsible Agency: Development Services Department
  - Funding: Departmental budgets and First Time Home Buyer Funds

- Time Frame: Meet with stakeholders <u>CVHC</u> and <u>Habitat for Humanity</u> by <u>December 2023annually</u>. Amend Code or adopt ordinances, as needed, within three years of Housing Element adoption. Assist farmworker advocacy groups and developers as needed throughout the planning period.
- 1.11 Sites Monitoring. Consistent with SB 166 (No Net Loss), the City will monitor housing sites to ensure adequate sites to accommodate the remaining unmet RHNA by each income category are maintained at all times. The City will also review densities proposed for new development under all the General Plan land use categories and assess how the new densities (and development standards) are or are not working to facilitate housing development, particularly affordable housing units.

Responsible Agency: Development Services Department

• Funding: Department budget

Time Frame: Annually

- 1.12 Accessory Dwelling Units Outreach. Integrating accessory dwelling units (ADUs) into existing residential neighborhoods is a means for the City to accommodate additional affordable rental housing that supports multi-generational households and other special needs groups. Furthermore, new State laws have significantly eased ADU development standards and streamlined their approval process (see Program 5.5). To promote safe, legal ADU development, the City will create a dedicated page on its website informing residents of ADU regulations, the application process, and available funding for ADU construction, such as the CalHFA ADU Grant Program that provides up to \$25,000 to reimburse homeowners for necessary predevelopment costs. The City will also work with owners of illegal and/or "unintended" accessory dwelling units to bring the unit into compliance with City standards. While promotion of materials and outreach will occur citywide, the City will enhance promotion efforts, either through additional outreach opportunities (e.g., in-person events, physical material posting or distribution, etc.) or more frequent outreach, in highest resource areas (see Appendix F).
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Informational materials on City website by 2024, ongoing advertising of materials in print and digital media. Contact and coordinate with known unpermitted ADUs throughout the planning period.
- **1.13 General Plan Map Amendments.** The City has identified four City-owned sites adjacent to Downtown along Grapefruit Boulevard (*Consolidated Site G:* APNs 763400016 and 763400017; *Consolidated Site I:* APNs 763131018 and 763131017) for affordable housing. To facilitate this development, the City will amend the General Plan to redesignate said properties from Industrial to Urban Employment, which allows up to 65 units per acre.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Timeframe: Within 1 year of Housing Element adoption
- 1.14AB 2339 Code Amendments. The City will amend the Zoning Code to allow emergency shelters by right within one or more zones which also allow residential development and comply with GC 65583(a)(4). The shelter will be subject to the same development standards as other uses in that zone, in addition to any specific requirements for emergency shelters as allowed by law (see Program 1.9).

- Responsible Agency: Development Services Department
  Funding: Department budget
  Timeframe: Within 1 year of Housing Element adoption

## **Goal B: Conserve and Improve the Condition of the Existing Housing Stock**

#### **Policies**

- a) **Rehabilitation Funds.** Continue to use available state and federal funds for housing rehabilitation, in a manner that will benefit the largest number of lower-income households, including those with extremely and very low income.
- b) **Overcrowding.** Allow utilization of rehabilitation assistance funds to alleviate overcrowded conditions.
- c) Unit Rehabilitation. Encourage the rehabilitation of substandard dwelling units instead of requiring their demolition, whenever possible, to preserve the existing affordable housing stock.
- d) Neighborhood Enhancement. Utilize the neighborhood enhancement capabilities of the City to ensure that property owners renting unsanitary and unsafe housing units correct identified code violations.
- e) **Code Enforcement.** Ensure that all new housing units constructed in the city are safe and livable through vigorous enforcement of the Uniform Building Code.
- f) **Substandard Units.** Pursue the removal and replacement of substandard units that cannot be rehabilitated.
- g) Public Improvements. Prioritize public improvements (such as new streets and drainage, sidewalk parks, street trees, and other public amenities and infrastructure) to improve areas with the greatest need, including neighborhoods with high concentrations of poverty and limited existing resources and amenities.

- 2.1 Rehabilitation Program. Continue to implement the City's Residential Rehabilitation Program, as funding is available. Allow funds to be used to reconcile code violations, alleviate overcrowding, make improvements to accommodate the special needs of elderly and disabled residents, including persons with developmental disabilities, and improve energy efficiency. The City will continue to advertise the program on the City's website, share program information with service organizations, and post program information in City Hall. While promotion of materials and outreach will occur citywide, the City will enhance promotion efforts and prioritize program funding in Racial or Ethnically Concentrated Areas of Poverty (R/ECAPs) and older neighborhoods in the City which may be in need of more rehabilitation due to the age of the housing stock (see Appendix F).
  - Responsible Agency: Development Services Department
  - Funding: CDBG and HOME
  - Time Frame: Ongoing
- **2.2 Housing Condition Survey.** Continue to monitor housing conditions throughout the city by reviewing code enforcement complaints and periodically conduct formal or informal housing condition surveys.
  - Responsible Agencies: Development Services Department

- Funding: Department budgets (for housing condition surveys) and CDBG Planning/Technical Assistance Grants
- Time Frame: Ongoing. Conduct assessment of areas of concern every three years
- **2.3 Neighborhood Enhancement.** Continue to implement the abandoned and vacant property ordinances and explore new methods of eliminating unsightly property conditions in residential areas.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Ongoing
- 2.4 Mobile Home Park Maintenance. Continue to monitor health and safety issues related to substandard mobile home parks located within the city limits and those within the City's sphere of influence. Where the State is the permitting agency, refer maintenance and enforcement complaints to the appropriate State contact. For City managed sites, explore funding opportunities for a loan or grant program to assist with mobile home unit and park repairs and improvements as well as mobile home ownership.
  - Responsible Agency: Coachella Community Services Department
  - Funding: Department budget
  - Time Frame: Explore funding opportunities by 2023, monitoring is ongoing
- **2.5 CVAG Representation.** Continue to participate in housing-related discussions with CVAG.
  - Responsible Agency: Development Services Department, City Council
  - Funding: General Fund
  - Time Frame: Annually, or as meetings occur
- **2.6 Disadvantaged Unincorporated Communities (DUCs).** To support disadvantaged unincorporated communities (DUCs) within the City's sphere of influence (SOI), the City will:
  - Work with Riverside County, Riverside County LAFCO, Coachella Valley Water District, the Coachella Valley Regional Water Management Group (CVWRMG), and local advocacy organizations to identify and address housing-related infrastructure needs in nearby DUCs
  - Participate in outreach and information gathering events and strategy sessions
  - Contribute to efforts to identify and estimate the cost of potential infrastructure improvements including any preparation of the Integrated Regional Water Management Plan (prepared by CVWRMG)
  - Pursue funding sources to complete necessary upgrades.
  - Coordinate with agencies and community groups to explore annexation potential and timeframes.
  - Consider requiring developers plan for and construct oversized facilities to create infrastructure connection opportunities for nearby disadvantaged communities as a condition of approval for development in new growth areas.

Riverside County LAFCO identified four "fringe" DUCs located in close proximity to Coachella, three of which are located within the City's sphere of influence.

- Responsible Agency: Development Services Department
- Funding: General Fund

- Time Frame: Ongoing, pursuing funding as available and engage in ongoing dialogue (meet at least annually) to determine annexation potential and timeframes
- 2.7 Tenant Outreach. Conduct education and outreach to tenants regarding the City's Code Enforcement program and their rights as a tenant to decent, safe, and sanitary housing. While promotion of materials and outreach will occur citywide, the City will enhance promotion efforts in downtown and in areas of the City which have the highest concentration of renters (see Appendix F).
  - Responsible Agency: Development Services Department
  - Funding: Departmental budget
  - Time Frame: Ongoing, prepare flyers for distribution at City Hall within one year of Housing Element adoption.
- **2.8 Home Enhancement.** Fund home rehabilitation improvements for low income households utilizing CDBG funding.
  - Responsible Agency: Economic Development Department
  - Funding: CDBG funds
  - Time Frame: Secure and distribute funds through Dec 2024

## **Goal C: Encourage Energy Conservation to Reduce Housing Costs**

#### **Policies**

- a) **Conservation Techniques.** Encourage the use of energy-conserving techniques in the siting and design of new housing.
- b) **State Requirements.** Actively enforce state energy conservation requirements for new residential construction.
- c) Resource Reduction Education. Make local residents aware of the free home surveys performed by the Coachella Water Authority as a means to reduce water consumption and the rebate programs offered by the Imperial Irrigation District and Southern California Gas Company.

- **3.1 Energy Conservation Standards.** Develop a menu of energy conservation techniques and establish minimum requirements for energy conservation when approving siting and design of proposed residences to minimize energy consumption as well as housing costs.
  - Responsible Agencies: Planning and Building Divisions of the Development Services Department
  - Funding: Department budgets
  - Time Frame: December 2023
- **3.2 Building Standards.** Continue to require that, at a minimum, all new residential development complies with the energy conservation requirements of Title 24 of the California Administrative Code.
  - Responsible Agency: Development Services Department

- Funding: Department budget
- Time Frame: Ongoing, as project applications are reviewed
- **3.3 Water Conservation.** Assist in distributing information to the public regarding free home water consumption audits of the Coachella Water Authority and rebate programs offered by Imperial Irrigation District.
  - Responsible Agency: Imperial Irrigation District, Development Services Department
  - Funding: N/A
  - Time Frame: Ongoing. Send materials to residents once annually.
- **3.4 Energy Efficiency Programs.** Assist in distributing information about energy efficiency retrofit rebates and financing opportunities available to the residents and property owners such as Energy Upgrade California, the New Solar Homes Partnership, and future CVAG programs, including energy partnerships with surrounding agencies such as West Riverside Council of Governments (WRCOG).
  - Responsible Agency: Development Services Department
  - Funding: N/A
  - Time Frame: Ongoing. Send materials to residents once annually.

Goal D: Promote Fair Housing Opportunity for All Persons [regardless of race, religion, marital status, age, sex, gender, nationality, physical or developmental disability, family size, and level and source of income]

#### **Policies**

- a) **Equal Opportunity.** Advocate equal housing opportunity for all residents.
- b) **Fair Housing.** Utilize local fair housing agencies to investigate promptly and aggressively any complaints involving housing discrimination.
- c) **Tenant and Landlord Education.** Promote greater awareness of tenant and landlord rights and target increased education in areas with the highest concentration of renters.
- d) **Access.** Promote reasonable accommodation in new housing developments and in existing housing.

- **4.1 Fair Housing.** Continue to provide information on fair housing law on the City's website, at City Hall, and at the local library. In addition, the City Clerk shall continue to include a statement in City utility bills which indicates that information on fair housing laws is available to the public without charge. Information will be provided in both English and Spanish. Complaints may be directed to the Development Services Department.
  - Responsible Agency: City Manager's Office, Development Services Department, City Clerk
  - Funding: Department budget
  - Time Frame: Ongoing

- **4.2 Reasonable Accommodation.** Adopt a "Reasonable Accommodation" procedure, in accordance with SB 520, as part of the updated Zoning Code to allow for administrative processing of requests for features and accessibility for persons with disabilities and persons with developmental disabilities.
  - Responsible Agency: Development Services Department
  - Funding: City General Fund
  - Time Frame: Within 3 years of Housing Element adoption

# Goal E: Remove Constraints to the Maintenance, Improvement, and Development of Housing

#### **Policies**

- a) **Building and Zoning Codes.** Ensure local building and zoning codes do not overly constrain housing production or cause increases in construction or permitting costs without sacrificing basic health and safety considerations.
- b) **Development Fees.** Charge development fees that do not unreasonably contribute to the cost of housing.
- c) **Site Improvement Assistance.** Continue to financially assist with land and/or off-site improvements costs for lower-income housing projects, as funds become available.
- d) Expedited Processing. Continue practice of expeditious processing of residential development proposals and permits by encouraging concurrent processing of entitlements, rather than requiring one process to be completed before beginning the next process.
- e) **Objective Review.** Encourage new high-quality rental and ownership housing through a clear and objective review process consistent with City adopted design standards.

- 5.1 Zoning Code Constraints. When undergoing the comprehensive Zoning Code update (Program 1.1), the City will ensure the Code update removes barriers to production of a variety of housing types and build on concepts outlined in the General Plan to incorporate the use of innovative land use techniques and construction methods such as clustering of units, density transfers, reduced setbacks/zero lot line development, reduced lot sizes, and others to minimize housing development costs and to maximize development opportunities.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Within 3 years of Housing Element adoption
- **5.2 Development Fees.** Periodically survey other cities in the Riverside County area to ensure that the City's development fees are commensurate to other communities using a cost-recovery model and do not pose an unreasonable constraint to housing development.
  - Responsible Agency: Development Services Department
  - Funding: Department budget; possible CDBG Planning/Technical Assistance Grant
  - Time Frame: Every five years

- **5.3 Parking Requirements.** Review revisions to the Zoning Code to evaluate implementation of reduced parking requirements (or no parking requirement) for residential projects serving special needs groups, including low-income households, or for projects located close to public transportation or commercial services.
  - Responsible Agency: Development Services Departments
  - Funding: Department budgets
  - Time Frame: Within 3 years of Housing Element adoption
- 5.4 Eliminate Minimum Dwelling Unit Size Standard. While the City's minimum dwelling unit size standards have not proved to be a constraint on housing development based on market demand for larger units, they could potentially constrain housing development in the future depending on demographic and market trends for smaller units. The City will amend the Zoning Code to eliminate the requirement for minimum dwelling size by unit type.
  - Responsible Agency: Development Services Department
  - Funding: Department budgets
  - Time Frame: Within 3 years of Housing Element adoption
- **5.5 Accessory Dwelling Units (ADUs).** Amend the Zoning Code to remove references to second units and regulate with the City's ADU ordinance, which complies with state law regarding ADUs.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: Within 3 years of Housing Element adoption
- **5.6 Transitional and Supportive Housing**. Amend the Zoning Code to define transitional and supportive housing in accordance with Government Code Section 65582, AB 101, and AB 2162 and clarify that these types of housing are treated as residential uses of property, including allowing transitional and supportive housing and low barrier navigation centers in areas that allow multi-family and mixed use residential, subject to the same restrictions/regulations as other types of housing in the same zoning district.
  - Responsible Agency: Development Services Department
  - Funding: City General Fund
  - Time Frame: December 2022
- **5.7 Manufactured Housing.** Amend the Zoning Code to include manufactured housing as an approved housing type, as per State of California requirements.
  - Responsible Agency: Development Services Department, Planning Commission
  - Funding: City General Fund
  - Time Frame: December 2022
- 5.8 Group Homes. Revise the Zoning Code to regulate group homes, foster homes, residential care facilities, and similar facilities as follows (referred to below simply as "group homes"): allow State-licensed and unlicensed group homes, foster homes, residential care facilities, and similar facilities by right with six or fewer persons in any residential zone; and to allow with administrative approval for licensed group homes with greater than six persons in all high density residential and mixed use zoning districts subject to objective criteria and clear, specific to use regulations. Additionally, recognizing

that larger facilities provide necessary supportive environments for a variety of households, the City will amend the Zoning Code to allow unlicensed facilities of 6 or more persons in all zones which allow residential uses similar to other residential uses in the zone, subject to specific objective design standards and appropriate findings.

- Permit by-right both *licensed and unlicensed* group homes (serving six or fewer residents) in all residential zones. The City will apply the same general zoning, building, fire, and other health and safety codes that apply to other uses of the same type that are allowed in that zone, subject only to the additional Health and Safety Code provisions specific to certain types of group homes (i.e., spacing requirements for licensed residential care facilities).
- <u>Permit by-right unlicensed group homes (serving greater than six residents) in all residential zones. The City will apply the same general zoning, building, fire, and other health and safety codes that apply to other uses of the same type.</u>
- Allow with a conditional use permit *licensed* group homes (serving greater than six residents) in all residential zones. The City will subject these only to specific, objective design and operational standards/findings and provide flexible and efficient reasonable accommodation in these permitting processes.
- Responsible Agency: Development Services Department, Planning Commission
- Funding: Departmental budget
- Time Frame: December <del>2022</del> <u>2023</u>
- **5.9 Single-Room Occupancy Housing.** Amend the Zoning Code to define single-room occupancy units (SROs) and identify zones in which SROs are allowed. Facilitate the development of SROs, or conversion of hotels, motels, or vacant apartment buildings into SROs, as appropriate housing type for persons with special needs and extremely low incomes.
  - Responsible Agency: Development Services Department, Planning Commission
  - Funding: Departmental budgets
  - Time Frame: Amend the Code within 3 years of Housing Element adoption. Provide ongoing facilitation
- 5.10 Farmworker Housing Standards. Amend the Zoning Code to ensure that permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections 10721.5 and 17021.6. Additionally, the City will amend the Zoning Code to allow farmworker housing projects in residential areas (including areas formerly designated as agriculture prior to the 2015 General Plan update) that are currently used for agricultural production, or within close proximity to areas with active agricultural production, where farm worker housing is a desirable use. The City will also ensure that such procedures encourage and facilitate the development of housing for farmworkers.
  - Responsible Agency: Development Services Department, Planning Commission
  - Funding: Departmental budgets
  - Time Frame: December 2022
- 5.11 Prioritize Sewer Hookups for Residential Development for Lower-Income Housing. Adopt written policies that grant priority for water and service allocations to

proposed developments that include housing units affordable to lower-income households into the General Plan. The City will provide the adopted Housing Element to both the Coachella Water Authority and Coachella Sanitary District immediately upon adoption to promote collaboration on this effort.

- Responsible Agency: Development Services Department
- Funding: Department budgets
- Time Frame: Amend the General Plan within two years of Housing Element adoption. Collaborate with water and sewer providers throughout the planning period.
- **5.12 Objective Design Standards.** Develop objective design standards and clear findings to evaluate projects for compliance with the Architectural Review and Conditional Use processes. This effort will evaluate existing subjective standards required for approval in both the Zoning Code and specific plans. The purpose of these standards is to expedite the development review process and support the City in meetings its housing goals.
  - Responsible Agency: Development Services Department
  - Funding: Department budgets
  - Time Frame: Within 3 years of Housing Element adoption.

## Goal F: Promote Affordable Housing to Meet the Needs of Lower- and Moderate-Income Households

#### **Policies**

- a) State and Federal Funding. Investigate and pursue state and federal programs and funding sources, such as CDBG and HOME funds, designed to expand housing opportunities for lower-income and special needs households, including extremely lowincome households, farmworkers, the elderly, and persons with physical and developmental disabilities.
- b) On-site Affordable Units. Encourage the inclusion of lower-income units, including extremely low-income and moderate-income units, in privately sponsored multi-family housing developments.
- c) **Affordable Unit Financing.** Work with local lending institutions to maximize private financing for the construction of new lower-income housing, including extremely low-income units, and moderate-income housing.

- d) **Developer Marketing.** Actively market Coachella to housing developers through appropriate advertisements in development publications and in metropolitan area newspapers.
- e) **New Assisted Units.** Promote the construction of new assisted housing units in the city for lower-income households, including those with extremely and very low income.

- **6.1 Development Fee Deferral.** When feasible, continue to defer development fees for housing units affordable to extremely low-, very low-, and low-income households.
  - Responsible Agencies: Development Services, Building, and Public Works Departments
  - Financing: Department budgets
  - Time Frame: Ongoing
- **6.2 Affordable Unit Financing.** Continue to work with nonprofit and for-profit developers to apply for financing to fund the development of housing affordable to lower-income and special needs households, particularly housing that will serve persons with extremely low incomes, farmworkers, the elderly, and persons with disabilities and developmental disabilities. The City will be open to providing letters of support for funding applications; the City will also consider partnerships with nonprofits for utilization of City staff to help write and to review project applications. The City will take actions necessary to expedite processing and approvals for such projects <u>prioritizing projects in Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)</u>.
  - Responsible Agency: Development Services Department
  - Funding: General Fund, HCD
  - Time Frame: Assist with funding applications on an ongoing basis; annually review potential funding opportunities
- **6.3 CDBG and HOME Funds.** Continue to pursue funding for the construction and rehabilitation of affordable housing, including annual applications for HOME and CDBG funds. The City will work with nonprofit and for-profit housing developers and will take actions necessary to expedite processing and approvals for such projects.
  - Responsible Agency: Development Services Department
  - Funding: HCD
  - Time Frame: Annually
- **6.4 Density Bonus.** AB 2345, which took effect on January 1, 2021, revised the State density bonus law (Government Code §65915-65918). It increases the maximum density bonus to up to 50 percent. The City will update its local density bonus provisions to be consistent with State law. Additionally, the City will consider modifying its procedures to eliminate City Council approval for density bonus requests.
  - Responsible Agency: Development Services Department
  - Funding: Department budget
  - Time Frame: 2023

- **6.5 Website Update.** The City will include housing-related resources including information regarding the City's housing rehabilitation program, first-time homebuyer loans, loans available through CalHFA, and other relevant links.
  - Responsible Agency: Development Services Department
  - Funding: CalHFA First-Time Homebuyer Program
  - Time Frame: Annually review information
- **6.6 Infrastructure Grants.** Infrastructure must be expanded to support future housing development opportunities for moderate and lower-income households. The City will pursue grant funding for infrastructure that facilitates development of moderate and lower-income housing sites (e.g., Infill Infrastructure Grant, etc.) and increase the availability of developable land in highest resource areas (See Appendix F) and on sites designated in the General Plan for higher density multi-family or mixed-use development.

Responsible Agency: Development Services Department

Funding: Grant fundingTime Frame: Ongoing

- **6.7 Streamlined Approvals.** Develop a written policy or project review and approval guidelines as appropriate to specify the SB 35 (2017) streamlining approval process and standards for eligible projects, as set forth under California Government Code, Section 65913.4.
  - Responsible Agency: Development Services Department
  - Funding: Departmental Budget
  - Time Frame: Within 12 months of Housing Element adoption
- 6.8 Place-Based Neighborhood Revitalization. The City will continue to carry out a variety of neighborhood improvement efforts to revitalize the Coachella community and promote fair housing and access to resources and opportunities in all parts of Coachella. The City will improve neighborhoods and places in Coachella in the most need of place-based planning and improvement strategies, as well as places with the greatest capacity for accommodating housing for lower income households. Efforts include, but are not limited to, the following:

Planning. The City will continue to implement the Downtown Specific Plan and other City specific plans which have targeted recommendations for infrastructure improvements and neighborhood revitalization. As needed, the City will modify adopted policies to continue to identify areas in need of improvement and additional resources.

Implementation. The City will continue to prioritize the Capital Improvement Plan (CIP), annually, and seek additional funding and other resources toward community revitalization in targeted areas. Additionally, the City will continue to pursue concurrent efforts (Program 2.6 and Program 6.6) to improve infrastructure capacity in opportunity areas and in areas of need, including DUCs.

Partnerships. As part of ongoing and regular coordination with regional housing advocates, the City will seek new partnerships with agencies and grant funding opportunities to implement neighborhood improvements as part of new housing projects.

- Responsible Agency: Development Services Department
- Funding: Departmental budget, grant funding (as available)
- <u>Time Frame: Identify priority specific plan programs for implementation by 2025, prioritize CIP funding annually.</u>

# Goal G: Preserve Existing Affordable Housing Opportunities for Lower Income Residents of the City

#### **Policies**

- a) Preservation Funding. Utilize federal, state, and local funding to preserve lower- income rental housing to the extent possible.
- b) **Preservation Cooperation.** Work closely with nonprofit organizations and public agencies involved in the provision of affordable housing to preserve existing lower-income rental units in the city.
- c) Displacement Prevention. Prevent the displacement of lower-income residents from assisted housing units that may convert to market-rate housing in the future targeting City efforts in areas subject to the greatest displacement risk (See Appendix F, Figure F-23: Vulnerable Communities (2017).

- **7.1 Housing Choice Vouchers.** Actively support the Riverside County Housing Authority's attempts to secure additional Section 8 Housing Choice rental assistance for extremely low-, very low-, and low-income households.
  - Responsible Agency: Development Services Department
  - Financing: HUD Section 8 Certificate and Housing Voucher Programs
  - Time Frame: Ongoing
- 7.2 At-Risk Housing. Although there are not units at risk of converting to market rate during the 6th Cycle, the City will method assist in the preservation of affordable units at risk of converting to market rate in the future as well as coordinate with local providers to maintain adequate conditions of existing affordable units to ensure they maintain available. Actions will include:
  - Monitor the Risk Assessment report published by the California Housing Partnership Corporation (CHPC).
  - Maintain regular contact with the local HUD office regarding early warnings of possible opt-outs.
  - Maintain contact with the owners and managers of existing affordable housing to determine if there are plans to opt out in the future and offer assistance in locating eligible buyers.
  - Maintain the list of potential purchasers of at-risk units and act as a liaison between owners and eligible purchasers.
  - <u>Coordinate with CVHC to make necessary improvements to maintain and preserve</u> existing affordable housing stock.
  - Ensure that all owners and managers of affordable housing are provided with applicable state and federal laws regarding notice to tenants of the owner's desire to opt-out or prepay. State law requires a 12-month notice.
  - Responsible Agency: Development Services Department
  - Funding: HCD

• Time Frame: Ongoing

## **Quantified Objectives**

Table IV-1 presents the City's quantified objectives for construction, preservation, and rehabilitation for the 2021 - 2029 planning period that will be achieved through the policies and programs described above.

**Table IV-1: Quantified Objectives** 

Program Type/Affordability	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
New Construction	516	517	784	1,367	3,804	6,988
Rehabilitation			<del>50</del> <u>70</u>			<del>50</del> <u>70</u>
Conservation/Preservation	<u>50</u>	<u>100</u>	<u>150</u>			<u>30</u> 0
Total	<del>516</del> <u>566</u>	<del>517</del> <u>617</u>	<del>834</del> <u>1004</u>	1,367	3,804	7, <del>038</del> <u>358</u>

# **Appendix A: Housing Needs Assessment**

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# **Section A.1** Introduction and Summary

#### A.1.1 Introduction

This section forms the foundation for understanding Coachella's housing needs. It analyzes a range of demographic, economic, and housing-related variables to determine the extent and context of the City's housing-related need. Information gathered through this section provides a basis from which to build housing goals, policies, and programs to address those needs.

This section includes an analysis of the City's population, special needs groups, employment, housing stock, and housing affordability.



The main source of data used to form the majority of this section is HCD pre-certified local housing data provided by SCAG, which relies primarily on the American Community Survey 2014-2018, California Department of Finance, HUD's Comprehensive Housing Affordability Strategy ("CHAS") data, and California Department of Developmental Services.

# **Section A.2** Population Characteristics

## A.2.1 Population

Coachella had a total population of 47,186 in 2020, according to the California Department of Finance. The chart below describes the population trend in Coachella over the past 20 years. During this period, Coachella's population grew by 108 percent while the SCAG region grew by 15 percent (or an annual growth rate of 3.7 percent compared to 0.7 percent for the region).

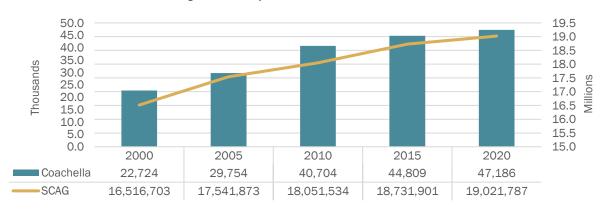


Figure A-1: Population Trend, 2000-2020

Source: SCAG 2020 Pre-Certified Local Housing Data (CA DOF E-5 Population and Housing Unit Estimates)

## A.2.2 Age

Age is an important factor that impacts a city's housing needs, as needs and requirements change at different ages. In addition, different age groups will have different housing needs depending on a variety of factors, such as family status, household size, income level, and living preferences. A city with a large population of children relative to the adult population will need more housing for larger households, while a city with a large population of young adults might require more affordable studio and one-bedroom units. Similarly, having a larger senior population may indicate the need for housing that is ADA accessible or smaller units for seniors who seek to down-size.

The share of Coachella's population which is under 18 years of age is 26.1 percent, which is higher than the regional share of 23.4 percent. The seniors (age 65 and above) make up 7.3 percent of the population, which is lower than the regional share of 13 percent. The median age in Coachella is 33.5 years, lower than that of Riverside County (35.3 years). The population of Coachella is 48.2 percent male and 51.8 percent female.

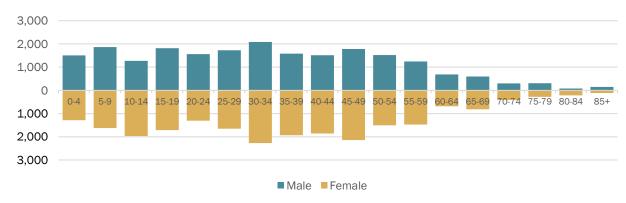


Figure A-2: Current Population by Age and Sex

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

## A.2.3 Race/Ethnicity

The largest racial group in Coachella is "Some Other Race", representing 70 percent of the total population. Note that is a common occurrence in communities with large Hispanic populations, as the distinction between race and ethnicity is sometime unclear to census respondents. In Coachella, 98 percent of the population of is Hispanic or Latino (of any race), compared to 48 percent of the population of Riverside County.

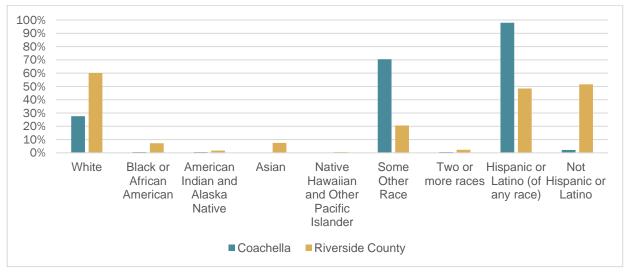


Figure A-3: Race and Ethnicity

Note: "Hispanic or Latino" can be defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Source: American Community Survey 2014-2018 5-year estimates, DP05

## A.2.4 Employment

There are 21,210 workers living within Coachella who work across 13 major industrial sectors made up of groupings of two-digit North American Industry Classification System (NAICS) codes. The chart below provides more detailed employment information. The most prevalent industries are Arts, Entertainment, Recreation, which includes Food Service and Accommodations, with 3,642 employees (17.2 percent of total) and Retail trade with 3,318 employees (15.6 percent of total). Information is the least prevalent employment industry, employing approximately 1 percent of employees.

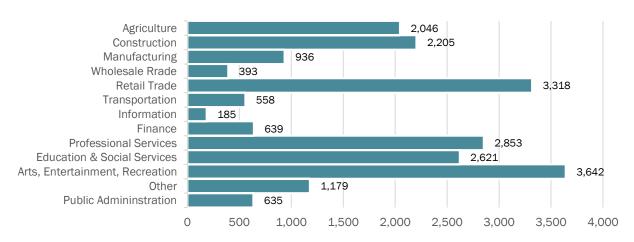


Figure A-4: Employment by Industry

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates using groupings of 2-digit NAICS codes)

In addition to understanding the industries in which the residents of Coachella work, it is also possible to analyze the types of jobs they hold. Of all job types, the most prevalent occupational category in Coachella is "Services", in which 7,553 (35.6 percent of total) employees work. The second-most prevalent type of work is in Natural Resources (including agriculture), which employs 4,916 (23.2 percent of total) residents of Coachella.

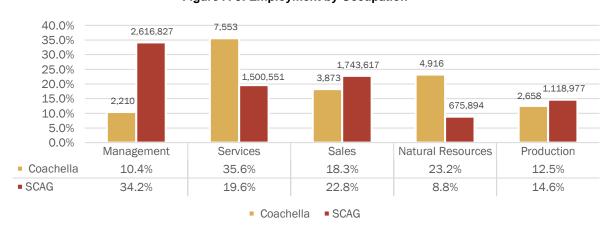


Figure A-5: Employment by Occupation

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates using groupings of SOC codes)

## Section A.3 Household Characteristics

## A.3.1 Household Type

Of the 14,674 total households in Coachella, 5,789 (or 39 percent) consist of married-couple families, 2,845 (or 19 percent) consist of "Other" family, and 6,040 (or 41 percent) consist of non-family households. "Other" family represents households with one or more related persons with no spouse present. This can include single parent households or grandparents with children.

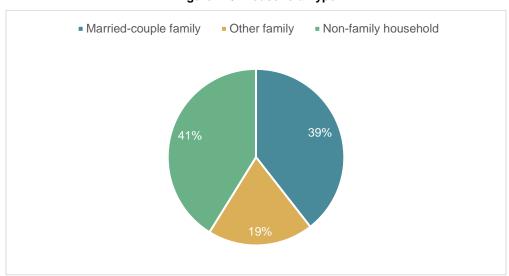


Figure A-6: Household Type

Source: ACS 5-year estimates (2018), S2501

## A.3.2 Household Size

In Coachella, the largest share of households (39 percent) consists of a household with just one person, while the lowest share of households (12 percent) consists of three people. Coachella has a higher share of single-person households than the SCAG region overall (39 percent vs 23.4 percent). This is a considerably significant increase in single person households over the past 10 years. The average household size in 2018 was 4.65 persons.

Table A-1: Household Size

	2010		201	8	
	Total	%	Total	%	
1-person household	464	5%	5,718	39%	
2-person household	1,007	11%	2,393	16%	
3-person household	1,316	15%	1,775	12%	
4- person household	2,017	22%	2,033	33%	
5-or-more person household	4,194	47%	2,755	19%	
Total occupied housing units	9,998	100%	14,674	100%	
Source: ACS 5-year estimates (2018), S2501; US Census (2010)					

## A.3.3 Overcrowding

Overcrowding is defined by the Census as a unit in which more than one person occupies a room (excluding bathrooms and kitchens), while units occupied by more than 1.5 people are considered severely overcrowded. These circumstances can occur due to a lack of adequate affordable housing and housing costs becoming greater relative to household income. Families, especially larger ones and those with lower incomes, may choose to double-up or rent rooms in order to alleviate the financial burden and allocate more income for other necessities. Overcrowding can result in poor living conditions and lead to more rapid deterioration of the property. Therefore, maintaining proper levels of occupancy by preventing overcrowding can improve overall quality of life for all residents.

In Coachella, renter-occupied households are more likely to be overcrowded than owner-occupied households. 9.8 percent of renter households are overcrowded, and 1.6 percent are severely overcrowded; while 6.3 percent of owner-occupied households are overcrowded, and 1.9 percent are severely overcrowded. Rates of overcrowding are lower in Coachella than the SCAG region across renter-occupied households, but higher across owner-occupied households.

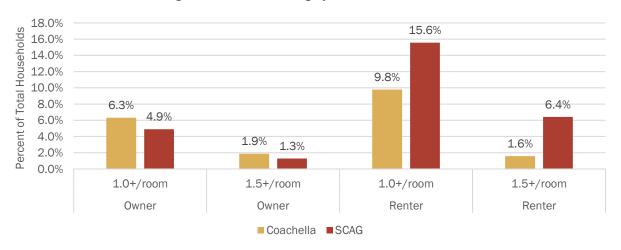


Figure A-7: Overcrowding by Extent and Tenure

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year)

#### A.3.4 Household Income

Household income is a critical component of housing affordability. Income impacts the decision to rent versus own, the size of unit, and location of housing. Coachella's median household income in 2018 was \$33,870, which is 47 percent lower than the County's median income of \$63,948. The mean income in Coachella is 47 percent lower than in Riverside County.

Table A-2: Household Income

	Coachella	Riverside County				
Median Income	\$33,870	\$63,948				
Mean Income	\$45,121	\$84,391				
Source: ACS 5-year estimates (2018), S1901						

The RHNA addresses housing challenges for four income categories defined by their respective proportion of the county area median income (AMI). The below table defines these income categories.

Table A-3: Income Categories as a Percentage of AMI

	% of AMI				
Extremely Low	0-30%				
Very Low	30-50%				
Low	50-80%				
Moderate	80-120%				
Above Moderate	> 120%				
Source: Department of Housing and Community Development, 2020					

The following table shows the 2020 income limits for the four income categories in Riverside County. The above moderate category includes all households earning above the upper limit of the moderate-income category.

Table A-4: Riverside County 2020 Annual Income Limits by Household Size

Number of Persons in Household:		1	2	3	4	5	6	7	8
	Extremely Low	15,850	18,100	21,720	26,200	30,680	35,160	39,640	44,120
	Very Low	26,400	30,150	33,900	37,650	40,700	43,700	46,700	49,700
Riverside County Area Median Income: \$75,300	Low	42,200	48,200	54,250	60,250	65,100	69,900	74,750	79,550
	Median Income	52,700	60,250	67,750	75,300	81,300	87,350	93,350	99,400
Moderate		63,250	72,300	81,300	90,350	97,600	104,800	112,050	119,250
Source: Department of Housing and Community Development, 2020									

Using data from the American Community Survey (ACS), HUD compiles a dataset called the Comprehensive Housing Affordability Strategy (CHAS) that allows local governments to analyze their regional housing issues. The most recently available CHAS dataset indicated that nearly two-thirds (65 percent) of all households in Coachella earn less than 80 percent of AMI.

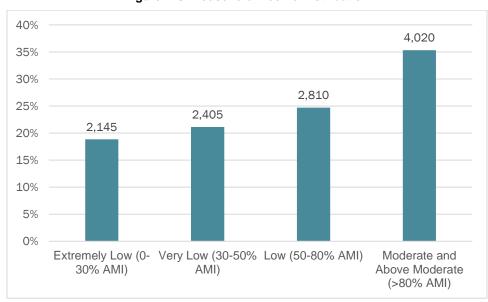


Figure A-8: Household Income Distribution

Source: HUD CHAS, 2012-2016

#### A.3.5 **Extremely Low-Income**

Because income is one of the main components of housing stability, ensuring adequate housing for households considered extremely low-income (below 30 percent of AMI) can be especially challenging. According to the CHAS data, approximately 19 percent of households in Coachella are extremely low-income. The race/ethnicity with the highest share of extremely low-income households is Hispanic, as 97 percent of ELI households are Hispanic, and 19.1 percent of Hispanic households are ELI. In the SCAG region, the race/ethnicity with the highest share of extremely low-income households is Black, non-Hispanic (27.1 percent versus 17.7 percent of total households). Note that the total number of households in the table below differs slightly because the CHAS data uses ACS 2012-2016 data while the rest of this appendix uses ACS 2014-2018 data.

ELI households have increasingly difficult housing challenges compared to other income categories, often unattainable without subsidy. The City has recently approved several affordable housing projects in recent years; however, these are often not at depths of affordability for ELI. To continue to support these households, the City proposes Program 1.7 to continue to seek Housing Choice Vouchers for ELI households. Additionally, single room occupancy units, or SROs, may be a more affordable option for ELI households. Current zoning does not allow SROs. To promote SROs, the City proposes Program 5.9 to amend the zoning ordinance and facilitate development of SROs.

**Table A-5: Extremely Low-Income Housing Needs** 

	Total Households	Households below 30% HAMFI	Share below 30% HAMFI				
White, non-Hispanic	325	55	16.9%				
Black, non-Hispanic	70	0	0.0%				
Asian and other, non-Hispanic	58	0	0.0%				
Hispanic	10,940	2,090	19.1%				
TOTAL	11,393	2,145	18.8%				
Renter-occupied	3,990	1,260	31.6%				
Owner-occupied	7,390	880	11.9%				
TOTAL	11,380	2,140	18.8%				
Note: HAMFI refers to Housing Urban Development Area Median Family Income							
Source: SCAG 2020 Pre-Certified Local Housing Data (HUD CHAS, 2012-2016)							

## A.3.6 Special Housing Needs

Certain segments of the population encounter more difficulty in finding decent, affordable housing due to special circumstances. Special needs may be related to one's employment type and income, family characteristics, medical condition or disability, or household characteristics. These households may require special accommodations, such as on-site supportive services, unique building design, or spatial accommodations. The special needs categories assessed in this section include large families, seniors, female-headed households, people with disabilities, farmworkers, and people experiencing homelessness.

#### **Large Families**

Large families are family households that consist of five or more people. Larger households require larger dwelling, such as three-, four-, or five-bedroom units. Because this housing type is in shorter supply and costs more than smaller units, housing affordability can be a challenge. Lower-income large families may also opt to live in smaller units to save money, putting them at risk of overcrowding.

The following chart illustrates the range of household sizes in Coachella by housing tenure. The most common household size consists of one person (39.0 percent) and the second-most common household consists of two people (16.3 percent). Coachella has a higher share of single-person households than the SCAG region overall (39.0 percent vs. 23.4 percent) and a higher share of 7+ person households than the SCAG region overall (3.5 percent vs. 3.1 percent).



Figure A-9: Households by Household Size

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

Per the chart above, 18.7 percent of all households in Coachella, or about 2,755 households, are considered large households (those that contain five or more members). As noted in Table A-1, this is a significant reduction in large family households than in 2010. Adequate housing for such households would consist of at least a 3-bedroom unit, assuming the unit has a living room and dining room. According to the table below, 79 percent of Coachella's housing units are 3-bedrooms are more. Therefore, the housing mix in Coachella is considered adequate to accommodate larger household sizes, especially given the reduction in large families.

Table A-6: Housing Units by Number of Bedrooms

	Housing Units	Percent			
No bedroom	200	1%			
1 bedroom	613	4%			
2 bedrooms	2,401	16%			
3 bedrooms	6,343	41%			
4 bedrooms	4,313	28%			
5 or more bedrooms	1,535	10%			
Total	15,405	-			
Source: American Community Survey 2014-2018, 5-year estimates, Table DP04					

#### Senior Households

Elderly households are defined as households consisting of at least two people who are either or both at least 62 years of age. Senior households are defined as households with one or more persons over the age of 65 years. These households have particular housing needs, such as housing affordability, as the elderly typically live on a fixed or limited income and incur higher healthcare costs. Seniors are also more likely to have a physical disability and require specific accommodations. Adequate housing for these households includes housing that is:

- Safe
- Accessible
- Able to accommodate live-in caretakers or provide on-site services
- In close proximity to shopping, medical services, and transportation

There are several different types of housing appropriate for seniors, including:

- Senior Apartment: Age-restricted housing for older adults who are able to live without assistance.
- Independent Living: Housing that provides assistance such as meal preparation, housekeeping, and transportation. These facilities typically provide residents with convenient access to medical care if needed.
- Assisted Living: A residential community that provides similar services as above, as well as assists residents with Activities of Daily Living (ADLs), such as bathing, dressing, and eating.
- Nursing Home: A licensed facility that provides 24-hour nursing care, room and board, and custodial care. Nursing homes typically provide the highest level of care outside of hospitals.

• **Skilled Nursing Facility (SNF):** A nursing home that provides in-patient rehabilitation staffed by trained medical providers. Patients do not typically require long-term care.

Although there are a variety of housing options, many of the choices that provide higher levels of care can be out of reach for people living on limited means. Therefore, lower-income seniors are more likely to live in housing that does not adequately meet their needs.

In Coachella, multi-generational household configurations serve the elderly by offering a stable living situation, often with the support of family members in the same household. As shown in Table A-6, a majority of the housing stock in Coachella is 3 or more bedrooms, which can serve larger multigenerational households. The La Serenas project is a Senior housing project consisting of 6 single family dwellings on .43 acres on 7th Street (APN 778-093-013).

To continue to ensure housing remains available and accessible for seniors, the City proposes Program 1.6 to encourage one first floor bedroom and a second unit in new projects.

Over eight in 10 seniors in Coachella are considered low-income. Of Coachella's 934 elderly households, 83.4 percent earn less than 80 percent of AMI. 32.1 percent of the elderly population are considered extremely low-income and earn less than 30 percent of AMI (compared to 24.2 percent in the SCAG region), while 68.0 percent of these households earn less than 50 percent of AMI (compared to 30.9 percent in the SCAG region).

Income category, relative to surrounding area Owner Renter Total Percent of Total Elderly Households: < 30% HAMFI 135 165 300 32.1% 30-50% HAMFI 255 80 335 35.9% 50-80% HAMFI 120 24 144 15.4% 75 80-100% HAMFI 65 10 8.0% > 100% HAMFI 0 80 80 8.6% Total 655 279 934 Note: HAMFI refers to Housing Urban Development Area Median Family Income Source: SCAG 2020 Pre-Certified Local Housing Data (HUD CHAS, 2012-2016)

Table A-7: Elderly Households by Income and Tenure

#### **Female-headed Households**

Female-headed households are households that do not have a male adult present. They can consist of both family and non-family households and may or may not have children. Female-headed households are considered special needs because they are more likely than the overall population to be in poverty. Because income is typically lower than a two-parent household with two income earners, single-parent households can experience more challenges finding affordable housing for their family. Consequently, high-quality childcare can be more difficult to secure when household income is already limited.

Because single parent households often operate on a more limited income, promotion of more affordable housing options will benefit female-headed households. The City proposes Programs 1.2, 1.8, and 5.1 to increase supply of housing, including affordable housing.

Coachella has a lower share of female-headed households than the SCAG region overall. Of Coachella's 14,674 total households, 12.5 percent are female headed, compared to 14.3 percent in the SCAG region. 7.5 percent are female-headed and with children (compared to 6.6 percent in the SCAG region) and 1.0 percent are female-headed and with children under six years old (compared to 1.0 percent in the SCAG region).

As shown in Table A-6, a majority of housing units in Coachella consist of 3 or more bedrooms. While this is suitable for large families, the number of large families in Coachella is in decline. Smaller one or two-bedroom units may better serve single parent households, as smaller units may also be more affordable than larger houses. To promote smaller units the City proposes Program 1.6.

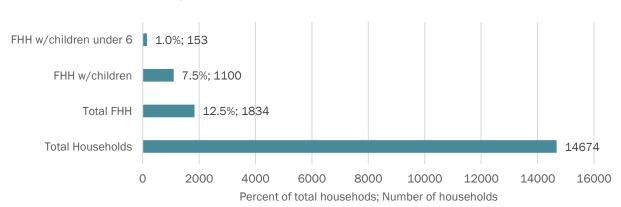


Figure A-10: Female Headed Householders (FHH)

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

#### **Persons with Disabilities**

People are considered to have a disability if they have one of more of the following:

- Difficulty seeing or hearing, such as blindness or deafness
- Difficulty performing basic physical activities, such as walking, climbing stairs, and lifting
- Difficulty learning, remembering, or concentrating
- Difficulty dressing, bathing, or getting around inside the home
- Difficulty going outside the home alone to shop or visit a doctor's office
- Difficulty working at a job or business

People with disabilities can face many barriers to securing accessible and affordable housing, including living on fixed and limited incomes, limited housing choices offering accessibility

features, higher healthcare expenses, and potential discrimination. The need for adequate and accessible housing outstrips supply and availability. The majority of housing in most communities lack even basic mobility accessibility features such as ramps, extra-wide doors, raised toilets, and lowered counters.

Adequate housing for these households includes, but are not limited to, housing that is:

- Safe
- Accessible
- Able to accommodate live-in caretakers or provide on-site services
- In close proximity to shopping, medical services, and transportation
- Designed to facilitate mobility and independence

Disability data can provide valuable context for assessing current and future need for accessible housing units. Since some disability types are not recorded for children below a certain age, calculating disability as a percentage of total population may not be accurate. The most common types of disabilities in Coachella in 2018 were ambulatory disabilities followed by cognitive disabilities.

As noted above, housing design is an important factor in suitability of housing. Since the City does not have a reasonable accommodation ordinance to streamline housing modifications for persons with disabilities, including seniors, the City proposes Program 4.2 to develop a reasonable accommodation ordinance. When independent living is not the most appropriate choice, supportive living situations are an alternative housing choice. The City proposes Program 5.8 to clarify that residential care facilities are an allowed use, consistent with State law.

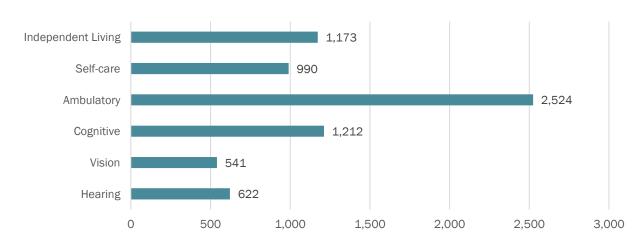


Figure A-11A: Disability by Type

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

Of the total senior population in Coachella, the most common types of disabilities in 2018 were ambulatory disabilities (36.3 percent of the total senior population) and independent living disabilities (19.0 percent of the total senior population).

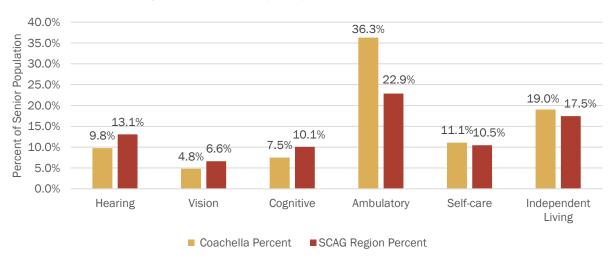


Figure A-11B: Disability by Type – Seniors (65 and over)

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

### **Persons with Developmental Disabilities**

According to Section 4512 of the California Welfare and Institutions Code, a "developmental disability" means a disability that originates before an individual attains age 18 years, continues, or can be expected to continue indefinitely, and constitutes a substantial disability for that individual, which includes cerebral palsy, epilepsy, and autism.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The California Department of Developmental Services (DDS) currently provides community-based services to approximately 350,000 persons with developmental disabilities and their families through a statewide system of regional centers, developmental centers, and community-based facilities. DDS also provides data on developmental disabilities by age and type of residence. These data are collected at the ZIP-code level and were joined to the jurisdiction-level by SCAG. Totals may not match as counts below 11 individuals are unavailable and some entries were not matched to a ZIP code necessitating approximation. According to DDS, there are about 784 residents with a development disability in Coachella, most of whom

are able to live in their own home with their parent or guardian. The need for housing suitable for persons with developmental disabilities, especially those living at home, can be met.

**Table A-8: Development Disabilities** 

Coachella						
	Home of Parent/Family/Guardian	717				
	Independent/Supported Living	38				
Ву	Community Care Facility	15				
Residence:	Intermediate Care Facility	0				
	Foster/Family Home	10				
	Other	5				
Dy Age	0 - 17 Years	402				
By Age:	18+ Years	382				
Total 784						
Note: This tabl	le has been modified to correct an error in	the pre-certified data.				

Note: This table has been modified to correct an error in the pre-certified data.

Source: SCAG 2020 Pre-Certified Local Housing Data

Understanding the employment status of people with disabilities may also be an important component in evaluating specialized housing needs. In Coachella, 35 percent of the population with a disability is employed, compared to 72 percent of the non-disabled population. Over half of people with disabilities (58 percent) are not in the labor force.

Table A-9: Disability by Employment Status

	With a Disability	Percent of Total	No Disability	Percent of Total				
Employed	644	35%	20,255	72%				
Unemployed	126	7%	3,114	11%				
Not in Labor Force	1,081	58%	4,628	17%				
TOTAL	1,851	-	27,997	-				
Sources SCAC 2020 Pro	Source SCAC 2020 Pro Contified Local Housing Pate (American Community Surray 2014 2019 F. year actimates)							

|Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

#### **Housing for People with Disabilities**

The Inland Regional Center is one of 21 regional centers in California that provide point of entry to services for people with developmental disabilities in Riverside and San Bernadino Counties. The center is a private, nonprofit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families.

The Inland Regional Center designs programs according to age, specialization, and geographic location. Categories include Early Start/Prevention 0–3, School Age 3–15, Transition 16–22, Adult 23–59, and Senior 60+. These programs provide support for individuals, enabling them to live at

home. To become eligible for services, applicants must reside in either Riverside County or San Bernardino County and be diagnosed with a developmental disability.

## **Residents Living Below the Poverty Level**

For individuals living below the poverty level, housing stability can be precarious as their low incomes make them very high risk for homelessness. Poverty thresholds, as defined by the ACS, vary by household type and size. In 2018, a single individual under 65 was considered in poverty with an income below \$13,064 per year while the threshold for a family consisting of two adults and two children was \$25,465 per year. In Coachella, 12.2 percent of total households are experiencing poverty, compared to 7.9 percent of households in the SCAG region.

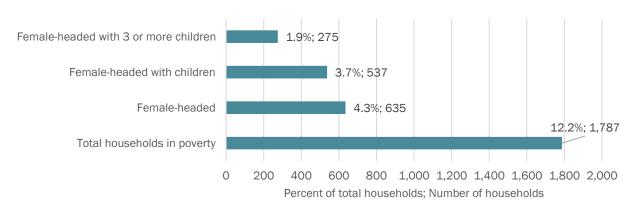


Figure A-12: Households by Poverty Status

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

#### **Farmworkers**

Agriculture is an important component of the local and regional economy. Farmworkers are generally defined as persons whose primary incomes are earned through permanent or seasonal agricultural labor. Permanent farm laborers work in the fields, processing plants or support activities on a generally year-round basis. When workload increases during harvest periods, the labor force is supplemented by seasonal workers, often supplied by a labor contractor. For some crops, farms may hire migrant workers, defined as those whose travel prevents them from returning to their primary residence every evening.

Farmworkers are considered a special needs group because these workers traditionally earn low-paying wages while frequently live in overcrowded and substandard housing conditions. While only a small share of SCAG region jurisdictions has farmworkers living in them, they are essential to the region's economy and food supply. Coachella, however, has an especially large share of farmworkers compared to other SCAG jurisdictions. While farmworkers inhabit many housing types, such as mobile homes, single-family homes, and apartments, a large portion of farmworkers live in spaces not intended for human habitation, such as shacks and illegal garages. This indicates a gap in farmworker housing supply, and a need for additional farmworker focused

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housing development. Because of their predominantly low incomes, housing affordability and safety are acute needs for farmworkers. In addition, many permanent farmworkers live with children under the age of 18 or with other family members, indicating a need for traditional housing such as single-family homes and apartments.

Farmworkers account for 9.12 percent of all workers in Coachella in 2018, while employees in the agricultural industry overall account for 9.65 percent of total Coachella workers. Farmworker households are among the existing households counted as part of the CHAS housing needs and estimates of existing and projected housing needs produced by SCAG. Consequently, resident low-income farmworker households would be included among all households. Resident farmworker housing needs would be counted as part of lower income households experiencing problems of overpaying, overcrowding, and substandard housing, and as such programs to increase supply of affordable housing would benefit farmworkers as well. Outside of the City limits there are farms and farmworker housing developments. It is important that farmworkers have housing opportunities within close proximity to agricultural operations. As agricultural land transitions to other uses, the City shall continue to allow farmworker housing although no longer mandated by State law (see Program 5.10). Because of the observed need for continued support and housing resources for local farmworkers, the City includes Program 1.10 to support local farmworker advocacy groups and developers in identifying sites for farmworker housing. Currently 5 sites have been identified for farmworker housing. The following sites are home to rehabilitated and newly constructed residences:

- 52664 Harrison Street, Coachella, CA 92236
- 1492 Orchard Avenue, Coachella, CA 92236
- 84800 Bagdad Avenue, Coachella, CA 92236
- 84851 Bagdad Avenue, Coachella, CA 92236
- 84900 Bagdad Avenue, Coachella, CA 92236

Financed by the Low Income Housing Tax Credit, these housing options are specifically tailored to farmworkers with families.

Table A-10A: Farmworkers by Occupation

Coachella	Percent of total Coachella workers	SCAG Total	
1,934	9.12%	57,741	Total jobs: Farming, fishing, and forestry occupations
1,066	7.18%	31,521	Full-time, year-round jobs: Farming, fishing, and forestry occupations

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates using groupings of SOC codes)

Table A-10B: Employment in the Agricultural Industry

Coachella	Percent of total Coachella workers:	SCAG Total	
2,046	9.65%	73,778	Total in agriculture, forestry, fishing, and hunting
1,168	7.87%	44,979	Full-time, year-round in agriculture, forestry, fishing, and hunting

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates using groupings of NAICS codes)

#### **Homeless Persons**

People experiencing homelessness are one of the most vulnerable special needs groups assessed due to the diversity of causes and difficulty in providing sufficient and coordinated treatment. Homelessness can result from a wide range of factors, such as housing unaffordability, job loss, and lack of services and treatment for mental illness and/or substance abuse. Despite the variety of causes, the provision of affordable housing, especially subsidized units for single individuals, can greatly contribute to the long-term solution of addressing homelessness.

As part of a community-wide effort to address homelessness, Coachella is part the County of Riverside Continuum of Care (CoC), which is a regional planning body funded by HUD that coordinates housing and services funding across its partner jurisdictions. In order to estimate the number of people experiencing homelessness in a region, HUD requires each CoC to conduct an annual or biannual count of its sheltered and unsheltered population known as the Point-in-Time (PIT) count. Though one of the most important tools in combatting homelessness, the PIT count is likely to undercount the number of people experiencing homelessness as this effort is volunteer-driven and the count may miss people who are not visible at the time of the survey.

Because of the precariousness of people experiencing homelessness, the count of these individuals can vary over the course of the year and over extended periods of time. According to the PIT count, there were an estimated 74 persons experiencing homelessness in Coachella in 2023, 67 which were unsheltered.

#### **Emergency Shelters/Transitional Housing**

At this time, there are currently no emergency shelters in Coachella. There are two shelters in the neighboring community of Indio, The Coachella Valley Rescue Mission and Martha's Village and Kitchen. These are region serving facilities. With no local resources, there is a need for emergency shelters, SROs, and other temporary housing options in the City. See Programs 1.9 and 5.6. The Governmental Constraints section describes how the City permits emergency shelters in certain zones and any constraints to emergency shelter development.

#### **Resources for People Experiencing Homelessness**

The County of Riverside Continuum of Care (CoC) is a network of private and public sector homeless service providers, designed to promote community-wide planning and the strategic use of resources to address homelessness. The CoC seeks to improve access to and effect utilization of mainstream programs by people who are experiencing or are at-risk of becoming homeless. Additionally, the CoC seeks to improve and expand the collection of data countywide, develops performance measurements, and allows for each community to tailor its program to the particular strengths and challenges within that community.

#### **Disadvantaged Unincorporated Communities**

Disadvantaged unincorporated communities (DUCs) are inhabited areas of 10 or more dwellings located adjacent to or in close proximity to the City's Sphere of Influence (SOI) in which the median household income is 80% or less than the statewide median income (\$48,706 according to Riverside County in 2018). DUCs may be classified as "island," "fringe" or "legacy," defined as follows (per the State of California Office of Planning and Research and Government Code Section 65302.10):

- "Island community" means any inhabited and unincorporated territory that is surrounded by or substantially surrounded by one or more cities.
- "Fringe community" means any inhabited and unincorporated territory that is within a city's sphere of influence.
- "Legacy community" means a geographically isolated community that is inhabited and has existed for at least 50 years.

Without the benefit of political representation in a local jurisdiction, DUCs often suffer from poor access to services and resources, limited or no infrastructure improvements, environmental hazards, and generally unsafe and unsanitary living conditions.

To comply with SB 244, which requires analysis and planning for DUCs, Riverside County LAFCO the City identified and analyzed the needs of four DUCs located in close proximity to Coachella. This analysis is provided in the City's General Plan, adopted 2015. These areas are described in Table A-11 and mapped in Figure A-14.

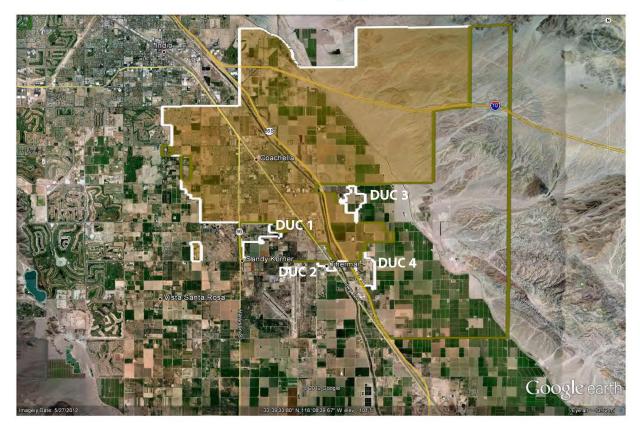
As described in Program 2.7, the City is committed to continuing to coordinate with Riverside County, Riverside County LAFCO, and other interested parties to identify and address housing issues in nearby DUCs.

Table A-11: Coachella DUCs Analysis

Neighborhood	Water	Sewer	Stormwater	Fire			
Shady Lane	Υ	Υ	Υ	Ν			
Cocopah	N	N	Y	Ν			
Thermal	N	N	Y	Ν			
Fillmore	N	N	Υ	Ν			
Source: City of Coachella General Plan. 2015							

Figure A-13: Coachella Area DUCs

DISADVANTAGED UNINCORPORATED COMMUNITIES City of Coachella-Sphere of Influence Vicinity Map



Source: Riverside County LAFCO, 2021

#### **Section A.4 Housing Stock Characteristics**

#### A.4.1 **Housing Type and Vacancy**

The chart below provides information on the housing stock in Coachella, which has a total of 10,631 housing units. The most common housing type in Coachella is single-family detached with 7,509 units. The share of all single-family units in Coachella is 73.7 percent, which is greater than the 61.7 percent share in the SCAG region. Of the total housing units in Coachella, 10,126 are occupied, which equates to a 4.8 percent total vacancy rate. The average household size (as expressed by the population to housing unit ratio) is 4.7.

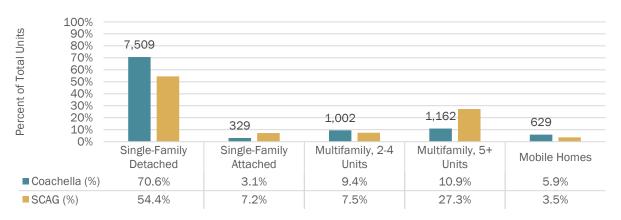


Figure A-14: Housing Type

Source: SCAG 2020 Pre-Certified Local Housing Data (CA DOF E-5 Population and Housing Unit Estimates)

Over the past two decades, there has been substantially more construction of single-family residential units than multi-family residential units in Coachella. From 2000 to 2020, single-family residential units increased by 129 percent (or 4,419 units), multi-family residential units increased by 88 percent (or 1,014 units), and mobile units increased by 38 percent (or 174 units).

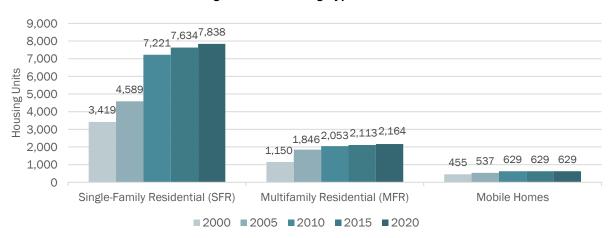


Figure A-15: Housing Type Trend

Source: SCAG 2020 Pre-Certified Local Housing Data (CA DOF E-5 Population and Housing Unit Estimates)

## A.4.2 Housing Tenure

Housing security can depend heavily on housing tenure (i.e., whether homes are owned or rented). In addition, lower-income rental households tend to experience a higher degree of housing problems as defined by the Census, such as overpaying, overcrowding, and substandard housing. Communities with higher rental populations should therefore consider the unique needs of renters versus owners.

Of Coachella's total housing stock, 68.7 percent are owner-occupied and 31.3 percent are renter-occupied. Coachella has a lower share of renters than the SCAG region overall, which is expected given the City's higher share of single-family homes.

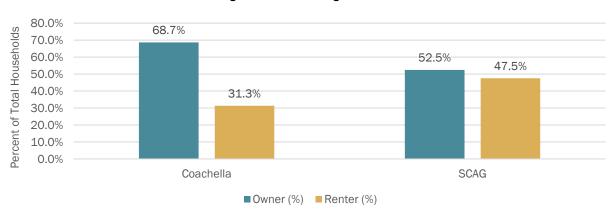


Figure A-16: Housing Tenure

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

In many communities, housing tenure varies substantially based on the age of the occupants. In Coachella, owners outnumber renters in every age group. The age group in which owners most outnumber renters is 85+ (by 74.3 percent), and the least is 15-24 (2.6 percent).

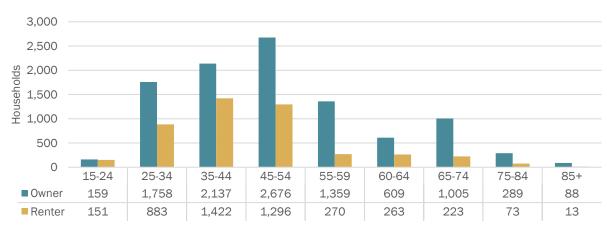


Figure A-17: Housing Tenure by Age

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

Across the SCAG region, the most common move-in period was 2010-2014 (31.9 percent) followed by 2000-2009 (26.1 percent). Similarly, in Coachella, the period during which most people started living in their current residence was 2010-2014 (36.6 percent) followed by 2000-2009 (36.5 percent). As expected, the group with the most distant move-in period has the highest proportion of owners, who are less likely to move from home to home.

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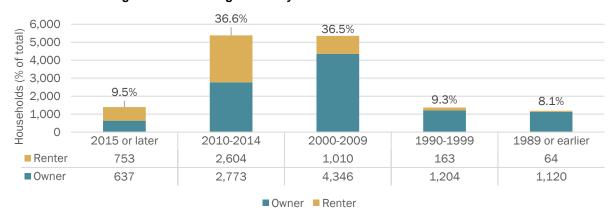


Figure A-18: Housing Tenure by Year Moved to Current Residence

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates

## A.4.3 Housing Units Permitted

## **Housing Units Permitted**

From 2000 to 2018, Coachella permitted a total of 2,381 units, the majority of which were single family units. Total permits issued decreased during the Great Recession and have not recovered to similar levels of permit activity since. Compared to the larger SCAG region, Coachella permitted more units per 1,000 residents prior to the Great Recession, but has since permitted fewer units per 1,000 residents than the SCAG region overall. In 2018, the SCAG region had four times the rate of permit activity per 1,000 residents compared to Coachella.

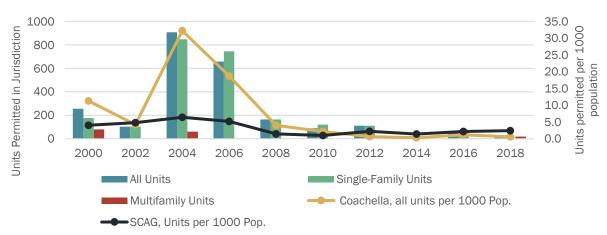


Figure A-19: Housing Units Permitted

Source: SCAG 2020 Pre-Certified Local Housing Data (Core Logic/Data Quick)

## A.4.4 Housing Age and Condition

The age of housing stock is a key indicator of the community's overall housing condition. As homes get older, there is a greater need for maintenance, repair, and/or replacement of key infrastructure systems. If not properly addressed, an aging housing stock can represent poorer living standards, incur more expensive repair costs and, under certain conditions, lower overall property values.

Only 7.1 percent of all units in Coachella are older than 60 years old, compared to 32.1 percent of units in the SCAG region. The greatest share of Coachella's housing units was built between 2000 to 2009, while in the SCAG region more units were built between 1970 to 1979 than any other time. Therefore, Coachella's housing stock is generally newer than that of the overall SCAG region.

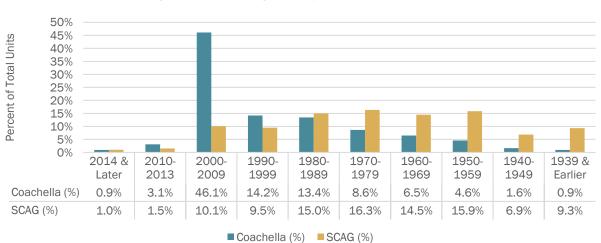


Figure A-20: Housing Units by Year Structure Built

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

The ACS includes surveys with three factors of what may be considered substandard housing. Of all the housing units in Coachella, 0.82 percent (120 units) lack telephone service, 0.25 percent (36 units) lack plumbing facilities, and 0.24 percent (35 units) lack complete kitchen facilities.

In the past 5 years, Coachella has received approximately 201 code complaints based on housing conditions. The majority of the complaints (>90 percent) were related to illegal, nonconforming buildings rather than substandard housing conditions. Assuming some overlap between housing complaints, the City conservatively assumes approximately 10 housing units in need of rehabilitation, which is less than 0.1 percent of the total housing stock (10,631 units). Housing complaints were not localized in any one part of the City.

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Table A-12: Code Enforcement Cases Related to Housing Conditions

	Year					
	2018	2019	2020	2021	2022	Total
Illegal, Nonconforming Building or Structure	63	58	36	30	1	188
Substandard Housing	4	1	6	2	0	13
Total	67	59	42	32	1	201

Figure A-21: Substandard Housing



Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

# Section A.5 Housing Costs and Affordability

## A.5.1 Ownership Costs

In 2018, Coachella's median home sales price was \$245,000. The highest home sale price between 2000 and 2018 was \$353,000 in 2006. Between this time period, the median home sales price in Coachella increased 188 percent while median sales price in the SCAG region increased 151 percent. Compared to the SCAG region, prices in Coachella have ranged from a low of 38.1 percent of the region median in 2000 and a high of 64.3 percent in 2006, though prices have generally trended in the same direction.

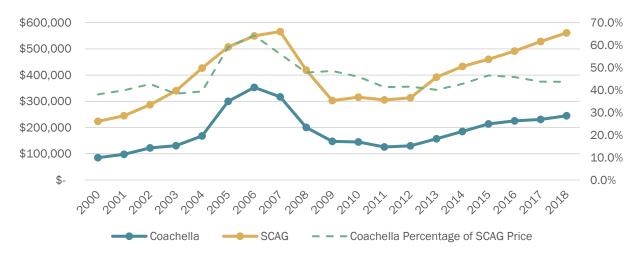


Figure A-22: Median Homes Sales Prices for Existing Homes

Note: SCAG median home sales price calculated as household-weighted average of county medians

Source: SCAG 2020 Pre-Certified Local Housing Data (SCAG Local Profiles, Core Logic/Data Quick)

#### A.5.2 Rental Costs

Coachella rents are lower than rents in Riverside County. As shown below, the median rent paid in Coachella in 2019 was \$879. These figures are supplied by the US Census and in some cases don't capture current conditions. Over the past 10 years, rents in Coachella have increased 5.5 percent while rents in Riverside County have increased 23 percent.

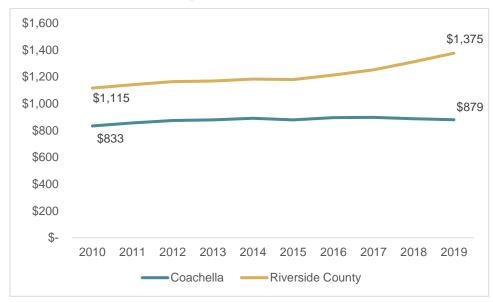


Figure A-23: Median Rent

Source: ACS 5-year estimates, 2010-2019, DP04

## A.5.3 Overpayment

A standard measure of housing affordability can be determined by comparing the cost of market rate housing versus the price residents can afford to pay for housing based on their income levels. State and federal standards specify that households spending more than 30 percent of gross annual income on housing are considered to have a housing cost burden. Severe overpaying occurs when households pay 50 percent or more of their gross income for housing. When a household is overpaying for housing costs, the household has less disposable income for other necessities, including health care, food, and clothing. In the event of unexpected circumstances, such as loss of employment and health problems, lower-income households with a burdensome housing cost are more likely to become homeless or be forced to double-up with other households. Homeowners with a housing cost burden have the option of selling their homes and becoming renters. Renters, on the other hand, are vulnerable and subject to constant changes in the housing market.

Coachella residents experience a higher rate of housing overpayment than the overall SCAG region. Seven out of ten renters in Coachella are housing cost-burdened. Across Coachella's 4,594 renter households, 3,230 (70.3 percent) spend 30 percent or more of gross income on housing cost, compared to 55.3 percent in the SCAG region. Additionally, 1,735 renter households in Coachella (37.8 percent) are severely cost-burdened and spend 50 percent or more of gross income on housing cost, compared to 28.9 percent in the SCAG region.

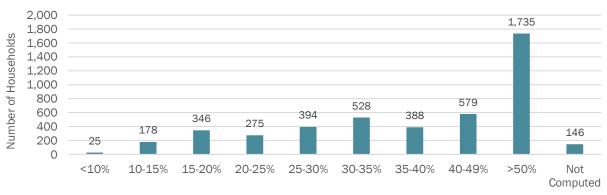


Figure A-24: Spending on Rent

Percent of Income Spent on Rent

Source: SCAG 2020 Pre-Certified Local Housing Data

Housing overpayment can affect households across all income levels. However, a lower-income household spending the same percentage of income on housing as a higher-income household will likely experience a more acute sense of cost burden. The below table indicates the number of households in Coachella by their income category and their share of income spent on housing. As expected, lower-income households are more likely to be housing cost-burdened than higher-income households, and extremely low-income renters are more cost burdened than extremely low-income homeowners. However; due to the large number of households in Coachella who own

their own home, there are more homeowners than renters that are cost burdened across all other income categories.

Table A-13: Cost Burden by Income

	Households by Share of Income Spent on Housing Cost:				
Income Bracket	>30	0%	>50%		
	Renters	Owners	Renters	Owners	
< 30% HAMFI	1,145	615	840	535	
30-50% HAMFI	900	950	315	655	
50-80% HAMFI	405	1,245	135	445	
80-100% HAMFI	80	385	0	90	
> 100% HAMFI	30	420	0	60	
Total	2,560	3,615	1,290	1,785	
Note: HAMFI refers to Housing Urban Development Area Median Family Income.					

Source: HUD CHAS, 2012-2016

The below chart provides an analysis of Coachella's renter households (for which income data is available) by spending on rent by income bracket. Similar to the above trends by income level, lower-income households spend a higher share of income on housing (e.g., over 50 percent) while high-income households are more likely to spend under 20 percent of income on housing.

Figure A-25: Spending on Rent by Income



Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

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Figure A-26: Household Income by Total Rent (Cash)

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

While renter households receive much of the focus when it comes to housing cost analysis, owner households make up 68.7 percent of Coachella (compared to 52.5 percent in the SCAG region). The most commonly occurring mortgage payment in Coachella is \$1,500 to \$2,000 per month (compared to \$2,000 to \$3,000 in the SCAG region).

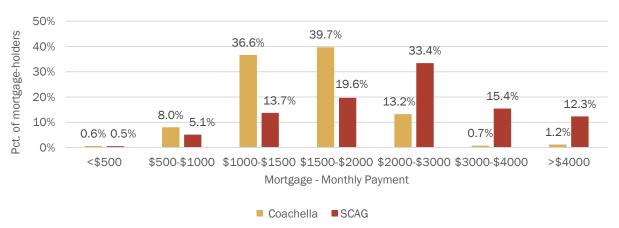


Figure A-27: Monthly Owner Costs for Mortgage Holders

Source: SCAG 2020 Pre-Certified Local Housing Data (American Community Survey 2014-2018 5-year estimates)

Mortgage-holding households in Coachella can be broken down by income and the percentage of income spent on mortgage costs. As expected, lower-income owner occupied households spend a higher share of income on housing costs, while high-income households spend a lower share of income on housing. The income category representing the largest share of mortgage-holders is \$75,000 or more (1,886 households) and the most prevalent share of income spent on mortgage costs is over 30 percent (4,514 households), which means that a large share of

mortgage-holders are cost-burdened. This is consistent with the findings in Table A-12, showing the number of cost burdened owners, by income level.

100% Mortgage-holding households 90% 80% 70% 60% 50% 40% 30% 20% 10% 0% \$20,000 to \$50,000 to Less than \$35,000 to \$75,000 or more \$20,000 \$34,999 \$49,999 \$74,999 ■ Over 30% 1035 1462 1152 685 180 20-29% 8 26 673 877 76 0 ■ Under 20% 23 223 829

Figure A-28: Costs for Mortgage Holders by Income

Household Income; Percent of income spent on mortgage costs

Source: SCAG 2020 Pre-Certified Local Housing Data

The table below outlines the affordable monthly payments (rental or owner) for households at all income levels. When comparing to the data above, it is clear lower income households have difficulty finding and securing housing at affordable prices. For example, a very low-income household of three earns less than \$34,999 a year and can afford \$848 a month on rent, and 90 percent of households in this income category are cost-burdened.

Table A-14: Coachella Ability to Pay for Housing for Extremely Low, Very Low-, Low-, and Moderate-Income Households and Fair Market Rents

		Number of Persons in Households			
	1	2	3	4	
Extremely Low			•		
Annual Income Limit	\$15,850	\$18,100	\$21,720	\$26,200	
Monthly Income	\$1,321	\$1,508	\$1,810	\$2,183	
Max. Monthly Gross Rent	\$396	\$453	\$543	\$655	
Max. Purchase Price 5% down <sup>2</sup>	\$69,750	\$80,350	\$97,250	\$118,250	
Max. Purchase Price 20% down <sup>3</sup>	\$104,250	\$104,250	\$126,000	\$153,250	
Very Low	•		•		
Annual Income Limit	\$26,400	\$30,150	\$33,900	\$37,650	
Monthly Income	\$2,200	\$2,513	\$2,825	\$3,138	
Max. Monthly Gross Rent	\$660	\$754	\$848	\$941	
Max. Purchase Price 5% down <sup>2</sup>	\$119,000	\$136,750	\$154,250	\$171,750	

Table A-14: Coachella Ability to Pay for Housing for Extremely Low, Very Low-, Low-, and Moderate-Income Households and Fair Market Rents

		Number of Persons in Households			
	1	2	3	4	
Max. Purchase Price 20% down <sup>3</sup>	\$154,500	\$177,250	\$203,750	\$227,750	
Low					
Annual Income Limit	\$42,200	\$48,200	\$54,250	\$60,250	
Monthly Income	\$3,517	\$4,017	\$4,521	\$5,021	
Max. Monthly Gross Rent	\$1,055	\$1,205	\$1,356	\$1,506	
Max. Purchase Price 5% down²	\$195,500	\$225,000	\$254,500	\$284,000	
Max. Purchase Price 20% down <sup>3</sup>	\$257,250	\$296,000	\$335,000	\$373,750	
Median					
Annual Income Limit	\$52,700	\$60,250	\$67,550	\$75,300	
Monthly Income	\$4,392	\$5,021	\$5,629	\$6,275	
Max. Monthly Gross Rent	\$1,318	\$1,506	\$1,689	\$1,883	
Max. Purchase Price 5% down²	\$247,000	\$284,000	\$320,000	\$358,000	
Max. Purchase Price 20% down <sup>3</sup>	\$325,250	\$373,750	\$421,250	\$471,250	
Moderate	•	•	•	•	
Annual Income Limit	\$63,250	\$72,300	\$81,300	\$90,350	
Monthly Income	\$5,271	\$6,025	\$6,775	\$7,529	
Max. Monthly Gross Rent	\$1,581	\$1,808	\$2,033	\$2,259	
Max. Purchase Price 5% down²	\$298,750	\$343,250	\$387,500	\$431,800	
Max. Purchase Price 20% down <sup>3</sup>	\$393,250	\$452,000	\$510,000	\$568,500	

#### Notes:

Source: Zillow Mortgage Calculator

<sup>1 30%</sup> of income devoted to maximum monthly rent or mortgage payment, including utilities, taxes, and insurance

<sup>&</sup>lt;sup>2</sup> Assumes 95% loan (i.e., 5% down payment) @ 2.875% annual interest rate and 30-year term

 $<sup>^3</sup>$  Assumes 80% loan (i.e., 20% down payment) @ 2.875% annual interest rate and 30-year term

## A.5.4 At-Risk Housing Assessment

"At-risk" assisted housing units are multi-family rental housing units that receive government assistance and are eligible to convert to market-rate units due to termination of a rent subsidy contract, mortgage prepayment, or other expiring use restrictions within 10 years of the beginning of the housing element planning period (2021–2031). According to California Housing Partnership (CHP), Coachella has 1,687 housing units assisted by public funds and none of the units are at risk of conversion to market rate housing during the 2021-2029 planning period and/or they are owned by an established non-profit, mission-driven developer and are considered low-risk for conversion. In June 2021, Community Housing Opportunities Corporation (CHOC), a non-profit affordable housing developer, was awarded \$22.6 million of financing to construct the Coachella Valley Apartments, which will bring new affordable housing units to Coachella. The project will replace 20 existing units and add 36 new units on 2.97 acres at 84900 Bagdad Avenue in Coachella. The 56-unit project will include one-, two-, and three-bedroom apartments and will ensure the property is no longer at risk of being converted to market-rate apartments and remains affordable. Funding for the \$35.3 million project comes from the California Tax Credit Allocation Committee (CTCAC), the Joe Serna Farmworker Grant, Riverside County HOME Funds, and the City of Coachella CFD loan and USDA Rural Development financing.

# Appendix B: Sites Inventory & Methodology

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## Section B.1 Introduction

### **B.1.1** Overview and Purpose

According to California Government Code §65580-65589, the housing element must include an inventory of adequate sites that are zoned and available within the planning period to meet the jurisdiction's fair share of regional housing needs across all income levels. The sites inventory, in addition to entitled development projects, assists in determining if the City of Coachella has enough developable land to meet its Regional Housing Needs Allocation (RHNA), given its current regulatory framework and market conditions. This Appendix details the sites inventory and supporting analysis methodology and assumptions.

## **B.1.2** Regional Housing Needs Allocation

Jurisdictions must provide sufficient land to accommodate enough housing for all economic segments of the community. Compliance is determined by the jurisdiction's ability to provide adequate development capacity through appropriate development regulations and land use policies. The number of new units that must be accommodated is established through each jurisdiction's share of the region's projected housing needs for the planning period. This share for each jurisdiction is called the Regional Housing Needs Allocation (RHNA).

Southern California Association of Governments (SCAG), a regional planning agency, is responsible for distributing the RHNA to each jurisdiction within its six-county region (including Riverside County). The RHNA is distributed by income category. For the 2021-2029 Housing Element update, Coachella is allocated a RHNA of 7,886 units as follows:

Extremely-Low and Very-Low Income: 1,033

• Low-Income: 999

Moderate Income: 1,367

Above Moderate Income: 4,487

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<sup>&</sup>lt;sup>1</sup> Southern California Association of Governments (SCAG) covers a six-county region, including Los Angeles, Orange, Riverside, San Bernardino, Ventura, and Imperial.

#### B.1.3 Data

The sites inventory analysis used data provided by the City, such as GIS data and building permit/entitlement information. The following is an overview of the data used:

- Zoning information: Base Districts, Specific Plan Areas, and Overlays
- General Plan Land Use Designations
- Citywide Parcels with Assessor Parcel Number (APN)
- Vacant Parcels
- 5th Cycle HEU Sites
- City Boundary
- Street Centerlines
- Water and Sewer Maps

# Section B.2 Future Residential Development Potential

## B.2.1 4<sup>th</sup> and 5<sup>th</sup> Cycle Shortfall

HCD found that the City addressed the 4<sup>th</sup> Cycle Housing Element shortfall of 1,916 units for lower-income units by rezoning portions of "Zona Central" to RM-Urban and RM- General (ordinance no. 1143) and implementing the minimum density of 20 units per acre requirement in the RM – General and RM – Urban Neighborhood designations. The City received a letter from HCD dated April 7, 2020 indicating the City satisfied the requirements and met the 4<sup>th</sup> Cycle shortfall of 1,916 units. In addition, the City has also completed Program 1.3 from the 5<sup>th</sup> Cycle to rezone sufficient sites to accommodate the 5th cycle shortfall of housing need of 2,542 units for lower-income households. On June 23, 2021, the City adopted Ordinance No. 1183, rezoning 29.3 acres to RM-General and 22.6 acres to RM-Urban, for a unit potential of 1,314 (see Table B-1). On October 13, 2021, the City Council approved Ordinance No. 1187 for the Avenue 53 Rezone Project, which includes rezoning 50.6 acres to RM-Urban, with a unit potential of 1,467 (see Table B-2). As shown in Tables B-1 and B-2, the rezoning meets the State requirements as these sites allow for residential by-right, are established for primarily residential use, and accommodate at least 16 units per site at densities of 20 units per acre (or greater). There is no remaining shortfall to be accommodated in the 6<sup>th</sup> Cycle.

Table B-1: Ordinance No. 1183 Rezone

Site	Zoning	Density	Size (acres)	Units	
1	RM-General	20-25 du/ac	25.4 acres	571	
2	RM-Urban	20-38 du/ac	22.6 acres	655	
3	RM-General	RM-General 20-25 du/ac		88	
		Totals	51.9	1,314	
Source: LWC, HCD					

Table B-2: Ordinance No. 1187 Rezone

Site	Zoning	Density	Size (acres)	Units
1	RM-Urban	20-38 du/ac	4.8 acres	139
2	RM-Urban	20-38 du/ac	9.6 acres	278
3	RM-Urban	20-38 du/ac	31.5 acres	914
4	RM-Urban	20-38 du/ac	4.7 acres	136
		Totals	50.6	1,467
Source: LWC				

#### **B.2.2 Accessory Dwelling Units**

New State laws in effect since January 1, 2018 have significantly eased the development standards and streamlined the approval process for Accessory Dwelling Units (ADUs). This has made the development of ADU's easier over the past few years. Although ADU projections can be counted towards RHNA, Coachella does not rely on ADU production to meet the RHNA and has not made any projection estimates at this time.

#### **B.2.3 Entitled and Proposed Developments**

The RHNA projection period for the 2021-2029 Housing Element begins on June 30, 2021, and housing developments that have already been proposed or received entitlement but are not expected to be issued a certificate of occupancy until July 1, 2021 or after can be credited toward the 6<sup>th</sup> Cycle RHNA. Table B-3 lists the information for those projects that can be credited toward the 6th Cycle RHNA. It is assumed most of these projects provide housing affordable to above moderate-income households. Pueblo Viejo Villas, approved in 2020 is a mixed-use project with one and two-bedroom units restricted to households earning 30-60% AMI, and is affordable to low-income households. The project was funded through a variety of sources, including lowincome housing tax credit equity, California Affordable Housing and Sustainable Community (AHSC) program, HOME funds and vouchers, and Infill Infrastructure Grant from HCD. This is the first project in the Coachella valley to utilize cap-and-trade funding. The project was developed in the Downtown Center land use designation (with a max density of 65 du/ac). The Tripoli Apartment project was approved in the Spring of 2022, and will be the second housing development downtown resulting from the City of Coachella and Chelsea Investment Corporation. The proposed project sites on 2.8 acres of vacant land designed Downtown Center in the General Plan and includes 108 residential units of a variety of sizes affordable to residents with low and very low income – less than 60% of area median income. Coachella Valley Apartments was approved in 2020. Proposed by nonprofit Community Housing Opportunities Corporation (CHOC) and funded through sources including Joe Serna Farmworker Grant program, Coachella CFD loan, the project includes 50 replacement units and 60 new one, two, and three-bedroom units over two phases. The project is located in the Neighborhood Center land use designation (max density of 40 du/ac).

**Table B-3: Entitled and Proposed Developments** 

APN	Address	Units	Density	Income Level	Notes
612230014, 612230015, 612230016.	South side of Ave 48, west of Van Buren St, Coachella Village	352	25 du/ac	Above Moderate	Two phases. Phase 2 includes gated units.
765070035, 765070065	NE Corner of Cesar Chavez Street, and 6 <sup>th</sup> , Pueblo Viejo Villas.	105	53 du/ac	Low	Restricted to 30- 60% AMI Units reserved for developmental disabilities
768210026	84900 Bagdad Avenue. Coachella Valley Apartments	110 (net 60)	19 du/ac	Low	Affordable project by CHOC. Phase 1- 56 units on 2.97 acres (at 19 du/ac)
768413010	52878 Calle Camacho	1	7 du/ac	Above Moderate	Single Unit
765361001	51-704 Cesar Chavez St.	8	16 du/ac	Above Moderate	Multi-family in Neighborhood Center
601390020	Ave 44, West of Dillon	322	5 du/ac	Above Moderate	Subdivision
768400001	84824 Calle Verde (SW Corner of Calle Techa & Calle Verde)	152	16 du/ac	Above Moderate	Villa Verde Apts., General Plan – Neighborhood General
778081001, 778081003	51392 Cesar Chavez Street	108	39 du/ac	Low	Tripoli housing development
Net New Total		1,108			

Source: Coachella Development Status Report, 2021

#### **B.2.4** Assumptions

Table B-4 summarizes maximum density standards for zones and General Plan land use designations that allow for residential.

Table B-4: Maximum Density for Zones and General Plan Designations that Allow Residential

Existing Zone Code	Maximum Density	General Plan Designation	Maximum Density	
Agricultural Reserve (A-R)	1/lot	- Agricultural Rancho (AR)	1/lot	
Agricultural Transition (A-T)	1/lot	Agricultural Karicho (AK)		
Residential Estate (R-E)	1/lot	Rural Rancho (RR)	1 du/ac	
Single-Family (R-S)	6 du/ac			
Residential Overlay Zone (R-M-4300)	10 du/ac	Suburban Neighborhood	8 du/ac, with 5 du/ac average for	
Residential Overlay Zone (R- O-6000)	7 du/ac	(SN)	new projects	
Residential Mobile Home Park (R-MH)	9 du/ac			
Multiple Femily (D M)	20 du/ac	General Neighborhood (GN)	25 du/ac, with 12 du/ac average for new projects	
Multiple-Family (R-M)	20 du/ac	Urban Neighborhood (UN)	38 du/ac with 30 du/ac average for new projects	
		Neighborhood Center (NC)	40 du/ac	
Neighborhood Commercial (C-N)	8 du/ac	Downtown Center (DC)	65 du/ac	
		Urban Employment Center (UE)	65 du/ac	

Source: City of Coachella Zoning Code; City of Coachella General Plan (2015)

The Zoning Ordinance provides flexibility for development within the required standards, such as density (see Table B-4) and other standards (see Appendix C). Certain factors, such as market demand and developer preference, influences the types of projects that are proposed in Coachella. Table B-5 summarizes assumptions for realistic residential development capacity based on minimum density requirements, understanding of capacity potential given zoning requirements estimated at 20% reduction, General Plan estimated new development averages, and recent development trends from approved, entitled, and/or permitted projects within Coachella (Table B-3).

Although there are instances in which sites are developing above the realistic assumed densities (for example the Coachella Valley Apartments at 19 du/ac in the Neighborhood Center designation, and a recently approved subdivision in the Suburban Neighborhood at 5 du/ac), the analysis conservatively assumed no parcel would develop at greater than the capacity estimate.

When the Zoning Ordinance establishes minimum densities, the assumption is no project will be developed below the minimum. Other zones establish maximum densities for residential projects. The Housing Element makes conservative assumptions on residential density, which accounts for the uncertainty of developer choice within the allowed range. Of the recently entitled projects (see Table B-3), no projects requested densities below the density assumptions for the site inventory (Table B-5). In addition, in zones that allow non-residential development, the City has only seen one 100 percent non-residential development in the past 10 years, as part of infill of an existing commercial shopping center property. The conditions of this development are dissimilar to the sites identified in the sites inventory, based on staff knowledge identified sites have a high likelihood of a residential component. Additionally, all recent projects have included a residential component. Further the city has a conservative assumption on density to account for the unlikely potential of 100 percent non-residential development For example, the 8-unit mixed-use project in the Downtown area is within the Neighborhood Center designation and proposed at 16 units per acre, which is greater than the assumed density of 15 units per acre. Additionally, as discussed above, the Pueblo Viejo Villas is an approved project in the Downtown Center designation, built at 53 units per acre, or 80 percent of the maximum density of 65 units per acre and the Tripoli Apartments are proposed at 38 units per acre, both over the 32 units per acre assumed in Table B-5, below. These projects demonstrate recent trends and the feasibility of affordable, residential development in mixed-use zones that allow 100 percent non-residential, and is built at densities in excess of the assumed density of 32 units per acre. Furthermore, as shown in Table B-5, the City is utilizing a conservative assumption ranging from only 25 to 50 percent of the maximum allowed density. Additionally, since more than 50 percent of the City's lower income RHNA is accommodated on sites that allow mixed-use, the City proposes Program 1.2 to require residential use occupy 50 percent of the total floor area of a mixed-use project on mixed-use sites identified for lower income development in Table B-7.

Table B-5: Realistic Residential Development Capacity Assumptions

Scenario 1: Ex	isting Capacity	Scenario 2: Ge	neral Plan Capacity		
Existing Zone	Realistic Density	General Plan designation	Realistic Density		
Agricultural Reserve (A-R)	1/lot	A seisselfe mel De melo	4/1-1		
Agricultural Transition (A-T)	1/lot	Agricultural Rancho	1/lot		
Residential Estate (R-E)	1/lot	Rural Rancho	1 du/ac		
Single-Family (R-S)	80% of max 6 du/ac, but no less than 1 per parcel				
Residential Overlay Zone (R-M-4300)	80 % of max 10 du/ac	Suburban Neighborhood	80% of average 5 du/ac = 4 du/a		
Residential Overlay Zone (R-O-6000)	80% of max 7 du/ac				
Residential Mobile Home Park (R-MH)	80% of max 9 du/ac				
Multiple-Family (R-M)	80% of max 20 du/ac	General Neighborhood	80% of average 12 du/ac = 10 du/ac		
Multiple-Partilly (N-W)	00 % Of max 20 durac	Urban Neighborhood	Required minimum 20 du/ac		
Neighborhood Commercial (C-N)	6.4 du/ac	N/A	N/A		
		Neighborhood Center	Low end of density range = 15 du/ac		
N/A	N/A	Downtown Center	50% max 65 du/ac = 32 du/ac		
		Urban Employment Center	25% max 65 du/ac = 16 du/ac		

# B.2.5 Methodology

To create the adequate sites inventory, the City developed a comprehensive methodology to screen parcels for near-term development. The methodology is comprised of the following steps described below. As the City has not completed a comprehensive rezone to implement the General Plan, the City anticipates a shortfall of sites under existing zoning regulations and has also analyzed the residential capacity using the distribution of land use under the General Plan, which expands residential opportunities into new portions of the City, and also increases maximum allowed density.

The inventory outlined in this Appendix does not represent all possible development opportunities and does not identify all vacant parcels in the City. Furthermore, the City has several adopted Specific Plans which have planned for new residential and mixed-use development. These Specific Plan areas offer additional capacity for housing development at all income levels. When

sites in the inventory were located within a Specific Plan Area, the buildout estimate from the Specific Plan was utilized as the realistic capacity. Some Specific Plan areas, such as La Entrada Specific Plan, require significant investment of new and extended infrastructure. While these areas are developable, the City focused accommodation of RHNA on sites that have current access to infrastructure and did not include this Specific Plan in the sites inventory.

#### **Site Selection Criteria**

Since Coachella has a large amount of vacant land, the City selected sites that met the following criteria:

- Currently vacant
- Residential use is allowed under zoning and/or General Plan regulations
- Is not on tribal land
- Not zoned agriculture reserve or agricultural transition

## **Income Categorization**

Eligible parcels were assessed to determine which income levels they can accommodate. Each parcel was determined to be able to accommodate a specific income category given its maximum allowable density standards. The lower income category threshold is consistent with the default density for Coachella pursuant to Government Code §65583.2.

Density Income Level

< 20 dwelling units/acre Above moderate

20 – 29 dwelling units/acre Moderate

30+ dwelling units/acre Lower

Source: LWC, HCD

Table B-6: Income Levels by Density

Per HCD guidance, sites accommodating lower-income housing should be between 0.5 and 10 acres and accommodate at least 16 units on a site. All sites originally considered lower income but whose lot sizes are smaller than 0.5 or larger than 10 acres, or do not accommodate at least 16 units, were categorized for moderate or above moderate housing.

### **Capacity Scenarios**

As discussed above, two-scenarios were performed for the sites inventory. For each scenario, maximum and realistic unit capacity was calculated for parcels that meet all criteria previously mentioned. Maximum unit capacity was calculated by multiplying the area of a parcel by maximum density in dwelling units per acre (DU/AC). Realistic capacity is calculated by multiplying the area of each parcel by the realistic density for each zone or General Plan designation, shown in Table B-5. The following two sections explains the results for each scenario in greater detail.

#### Scenario #1: Existing Zoning Capacity

Since the General Plan designations have not been fully implemented, there are only a select number of zones that have been rezoned to accommodate 30 or more units per acre (default density for lower income housing established by State law). Developable sites identified under the current zoning are only presumed to be feasible for moderate and above-moderate income housing.

Under existing zoning, a total of 175 parcels accommodates a total of 5,423 units for moderate and above moderate-income housing, resulting in a shortfall of 1,759 low-income units and 441 above moderate-income units and (taking into account pipeline projects) a surplus of 845 units for moderate-income households. See Table B-9 to see a summary of these results. Because this scenario was known to result in a shortfall of sites, and a rezoning program will be needed to accommodate the complete RHNA, further site-by-site analysis was not performed. The City will rely on Scenario #2, below.

#### Scenario #2: General Plan Potential Capacity

Coachella updated its General Plan in 2015, which established new place-based land use designations. The new land use designations significantly open more of the City to residential development at a variety of densities, up to 65 units per acre, increasing the city's capacity for development. Since adoption, the City has not comprehensively updated the Zoning Code to ensure regulations are consistent with the General Plan, but the City has performed targeted zoning amendments to increase capacity.

To understand the potential capacity under the General Plan when rezoning is completed, a second site inventory was conducted using the General Plan land use and maximum and realistic density assumptions in Tables B-4 and B-5, respectively. Since the Zoning Code has not been updated, there are only a few examples of projects developed under the increased density allowances. To ensure a conservative unit estimate, the City assumes projects will generally build at minimum densities, or a reduced percentage of the average density. For areas targeted for mixed-use, such as the Downtown Center and Urban Employment Center, the City assumes residential comes in at 50 percent capacity, or in the Neighborhood Center at the low end of the density range at 15 units per acre. This is below the densities of recently approved affordable projects, including Pueblo Viejo Villas and Coachella Valley Apartments, two affordable projects described above. This scenario results in a shortfall of sites, without zoning regulations in place at the beginning of the planning period (October 15, 2021). As a result, the City proposes Programs 1.1, 1.2, and 1.3 which commits the City to rezoning to implement this scenario, prioritize rezoning the lower income sites in accordance with Government Code Section 65583.2, specifically requirements of subdivisions (h) and (i), require residential use occupy 50 percent of the total floor area of a mixed-use project on mixed-use sites identified for lower income development, and to amend the General Plan to allow 100% residential in certain circumstances. respectively. Additionally, this scenario includes the addition of four City-owned sites adjacent to Downtown along Grapefruit Boulevard that are currently identified as Industrial in the General Plan. The City has submitted a TCC grant application to develop these sites for affordable housing, and has committed to amending the General Plan to designate these properties as Urban Employment, which allows up to 65 units per acre. (See Program 1.13 for the required General Plan map amendment)

Initial results identified several hundred parcels eligible for residential development, with over 30,000 potential units possible, far exceeding the RHNA at all income levels. Additional screening was performed to focus in on the most eligible and feasible development sites.

#### Site-by-Site Assessment

To ensure sites selected through the screening analysis are viable for development within the planning period, the City reviewed selected sites for existing conditions (e.g., environmental constraints, lack of infrastructure, ownership, built structures, etc.) that may preclude them from the site inventory. The City also compared the site inventory results to pipeline projects, 5<sup>th</sup> Cycle sites, and sites currently being rezoned. The analysis included a site-by-site assessment and refinement of sites depending on additional information from direct observation or firsthand experience from City staff. A select number of sites were removed, including those classified as vacant but contain built structures and large undeveloped sites to the north and east of the City not currently connected to city infrastructure. Sites that were originally screened out of the results because they were zoned for manufacturing or in agricultural operations were added back in if they are located adjacent to existing non-manufacturing development (e.g., near Downtown), or they are in process of being rezoned to a residential zone (such as the sites being rezoned to fulfill the 5th Cycle shortfall), or have the potential to redevelop in the planning period. Sites included in the 5<sup>th</sup> Cycle inventory were updated, as needed, to ensure the right zone assumption and site acreage were reflected in the 6th Cycle inventory. The final General Plan scenario results are provided in Table B-9.

#### **B.2.6** Suitability of Nonvacant Sites

While the City of Coachella has large areas of vacant land that are planned for, and allow, residential development, most of the land east of State Highway 86 and much of the area north of 48<sup>th</sup> Avenue are not connected to water and sewer lines and are less likely to develop in the next 8 years without significant cost to extend infrastructure. The City has prioritized identification of sites that have existing infrastructure connections and are likely to develop or redevelop in the planning period. Therefore, the City's Housing Element includes nonvacant sites. The City has adequate vacant sites for lower income housing and does not rely on nonvacant sites to accommodate any of the City's lower income RHNA; however, the sites inventory identifies additional nonvacant sites for lower income to demonstrate the City's excess capacity for housing development. The site inventory also identifies larger nonvacant sites to accommodate a portion of the City's above moderate income RHNA. The City conducted an analysis to determine if substantial evidence exists to support the premise that housing can be accommodated on these

sites and/or existing uses on these sites will be discontinued during the planning period (2021-2029).

Nonvacant low income parcels include properties 1 to 8 acres in size with General Plan designations that promote residential mixed-use or multi-family residential development at densities up to 65 units per acre. These sites are mostly developed with commercial uses, with a couple sites used for agricultural production. The above moderate income sites are mostly used for a variety of agricultural operations and do not meet the density or site size thresholds to be considered suitable for lower income development. While agricultural production remains an important part of the Coachella Valley, and the City of Coachella, the City's General Plan envisions these areas to transition to residential uses.

Screening nonvacant sites for potential inclusion in the site inventory included consideration of regional development trends recent and on-going City actions to rezone agricultural sites to residential zones with the support of the property owners, and utilized conservative assumptions in projecting units.

Table B-7 provides an overview of the 8 nonvacant sites that are included in the site inventory for lower income housing (Note: the City has adequate vacant land to fulfill the RHNA requirement for low income). As indicated in Table B-7, all of the sites are proposed to allow 25 to 65 dwelling units per acre.

The sites listed below have a wide variety of uses including agricultural land with accessory buildings, strip malls, a tire shop, a grocery store, a restaurant, and surface parking.

In addition to the sites identified or lower income housing, the City is also analyzing the suitability of redeveloping agricultural sites for above moderate income housing. The sites have been included because of the opportunity for housing development on sites near existing residential, public facility, and commercial uses and amenities, and that have access to water and sewer infrastructure.

Table B-7: Existing Uses on Lower Income Sites

APN	Address	Zone	General Plan	Density (du/ac)	Site Size (acres)	Existing Use	Lower Income Unit Capacity
603281044		C-G	NC	40	0.71	Commercial- strip mall and surface parking	11
603281053		C-G	NC	40	8.13	Commercial- strip mall and surface parking	122
767140002		C-G	GN	25	9.46	Agriculture – unimproved land	95
767140002		R-M	NC	40	9.64	Agriculture with accessory warehouses	145
603310021		C-G	DC	65	0.67	Retail/Commercial- freestanding restaurant and surface parking	11
603310017		C-G	DC	65	1.38	Retail/Commercial- surface parking lot	22
603310024		C-G	DC	65	2.66	Retail/Commercial- grocery store and surface parking	43
603310026		C-G	DC	65	0.74	Retail/Commercial- tire shop and surface parking	12
Total							461
Source: City of Coa	achella, LW	C					

Development trends in the Coachella Valley and eastern Riverside and Imperial demonstrate the redevelopment of underutilized nonvacant commercial properties, agricultural land, and even vacant commercially zoned infill properties into multi-family and residential mixed-use projects. For instance, in Palm Springs, the 64 @ the Riv housing development completed in 2022 (containing a vacant restaurant, tennis courts, and surface parking) produced 64 units on 5.22 acres for a density of 12 dwelling units per acre. In addition, a commercially zoned property in the Palm Springs Downtown Specific Plan previously approved for a 142-room hotel instead is being developed into an infill mixed-use building including 45 residential units on 0.84 acres for a density of 54 units per acre. In El Centro, to the south, 288 units are proposed on 12.9 acres for a density of 22 units per acre on vacant infill commercial land; per Table B-3, Coachella itself is experiencing affordable residential mixed-use infill development on vacant commercially zoned property in its downtown. Projects like these indicate demand in the Coachella Valley for denser infill multi-family and residential mixed-use development in existing downtowns and commercial corridors; not merely demand for development on vacant land along the peripheries of its communities. These projects also indicate that there may be communities in the Coachella Valley that have a surplus of commercial land that could be converted to meet this residential demand.

Of course, however, demand for the conversion of agricultural land to multi-family housing exists in the Coachella Valley as well. 10 miles south of Coachella, in the unincorporated Riverside

County community of Oasis, the County is processing a mixed-use affordable housing development to construct 160 units agricultural land on 26 acres for a density of 6 units per acre.

Table B-8 identifies four recently developed, planned, and/or proposed residential projects in the Coachella Valley. As stated above, one of these projects is being constructed on a large agricultural site surrounded by existing development, which is similar to conditions in Coachella. The size of the sites ranges from 1 to 26 acres and the existing uses include agricultural and commercial. By-right densities range from about 25 to over 50 dwelling units per acre. Several of the projects in Table B-8 are within the range proposed by the City (see Table B-7, above).

Table B-8: Residential Development on Nonvacant or Commercially Zoned Sites in the Coachella Valley

City/Com- munity	Address	Site Size (ac)	Previous Use	Final Unit Count	Number of Affordable Units	By-Right Density (du/ac)	Density Bonus? Y/N	Year Completed /Status	Calculation of Built Density (du/ac)
El Centro	Northeast corner of 6 <sup>th</sup> Street and Spear Avenue	12.9	Vacant, Commerci ally Zoned	288	0	25	N	Under review	22
Palm Springs	2000 N. Indian Canyon Drive	5.22	Restauran t, tennis courts, and parking	64	0	30	N	Building permit issued 2017; recently completed	12
Palm Springs	Northeast corner of Belardo Road and Museum Way	0.84	Vacant, current entitlemen t for 142- room hotel	45	0	-	N	Approved 2021; in plan check	54
Oasis (Unincorp orated communit y in the Coachella Valley)	Southeast corner of 66 <sup>th</sup> Avenue and Middleton Street	26	Agricultur e	160	160	-	N	Under review	6

To encourage the redevelopment of nonvacant sites with higher-density residential uses, including housing affordable to lower incomes, the City has multiple programs to facilitate more intensive residential development. These include, but aren't limited to:

- Program 1.1: General Plan Implementation
- Program 1.2: Lower Income Site Rezoning
- Program 1.3: General Plan Amendment
- Program 1.7: Large Sites
- Program 1.13: General Plan Amendment for Certain City-Owned Sites
- Program 5.1: Zoning Code Constraints
- Program 5.3: Parking Requirements
- Program 6.4 Density Bonus
- Program 6.7: Streamlined Approvals

As described above, many of the nonvacant housing sites identified in the City have underperforming uses and/or excess capacity. Based on recent development trends and proactive efforts on the part of the City to encourage redevelopment of nonvacant sites, these sites are likely to provide much need housing in the City of Coachella.

# Section B.3 Adequacy of Residential Sites in Meeting RHNA

# B.3.1 Summary

The following table summarizes the City's methods for satisfying its RHNA (Table B-9). Taking into account projects in the pipeline, the City has a remaining RHNA of 6,778 units. Development capacity based on existing zoning is 5,423 units, with shortfalls in the lower income and above moderate-income categories. Capacity under General Plan designations is estimated at a realistic 10,003 units with a surplus of 3,225 units above the RHNA. The City commits to amending the Zoning Code and General Plan within three years to fully implement the updated General Plan designations, as outlined in Scenario #2. (see Program 1.1)

Table B-9: Residential Development Potential and RHNA

	Extremely-Low, Very Low and Low	Moderate	Above Moderate	Total
RHNA	2,032	1,367	4,487	7,886
Entitled/Proposed Projects <sup>1</sup>	273		835	1,108
Remaining RHNA	1,759	1,367	3,652	6,778
Site Inventory Results				
Scenario 1 – Existing Capacity (Zoning Code)		2,212	3,211	5,423
Remaining RHNA- Zoning Scenario	1,759	<b>-845</b> <sup>2</sup>	441	
Scenario 2 – Potential Capacity (General Plan) <sup>3</sup>	2,345	1,468	6,190	10,003
Remaining RHNA- General Plan Scenario	<b>-586</b> <sup>2</sup>	<b>-101</b> <sup>2</sup>	<b>-2,538</b> <sup>2</sup>	<b>-3,225</b> <sup>2</sup>

<sup>&</sup>lt;sup>1</sup> Considers net new units only.

Source: City of Coachella, LWC 2021

# **B.3.2** Housing Sites Map

The following maps, Figures B-1 and B-2, show the inventory of adequate sites by income category for each scenario.

<sup>&</sup>lt;sup>2</sup> Negative value indicates a surplus of housing capacity.

<sup>&</sup>lt;sup>3</sup> Requires rezoning, see Programs 1.1, 1.2, and 1.3.

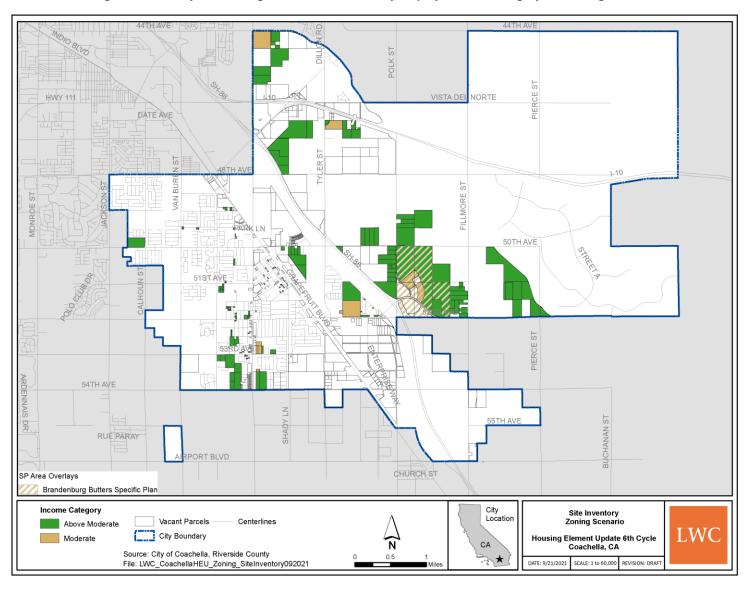


Figure B-1: 6th Cycle Housing Element Site Inventory Map by Income Category for Zoning Scenario

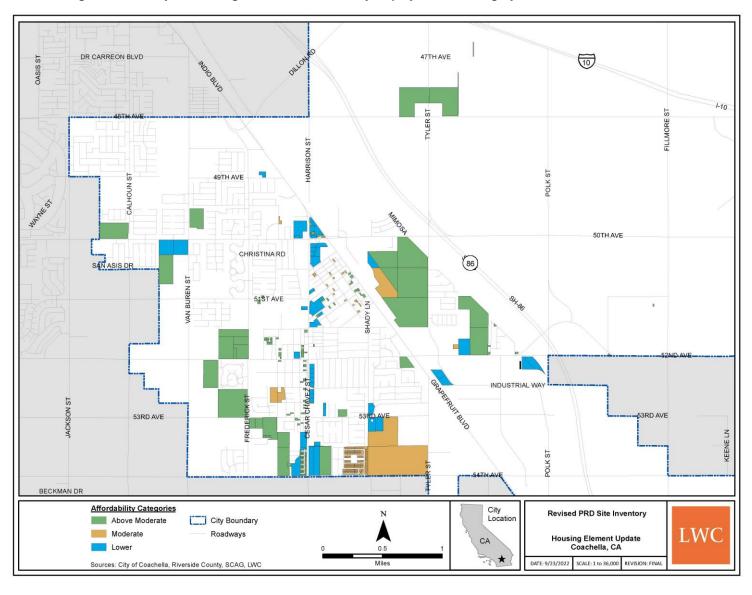


Figure B-2: 6th Cycle Housing Element Site Inventory Map by Income Category for the General Plan Scenario

# **B.3.3** Housing Sites Table

The following tables list the parcels in the City's housing sites inventory with unit capacity by income category.

In Previous	APN	Existing Land	Zoning	Site Size	Max Density	Max Capacity	Realistic Capacity	Incomo Catagoni
Cycle?	APN	Use	Zoning	(Acres)	(du/ac)	(units)	(units)	Income Category
	601390029	VACANT	R-E	2.76	1/lot	1	1	Above Moderate
	601390025	VACANT	R-E	10.42	1/lot	1	1	Above Moderate
	601390014	VACANT	R-E	1.97	1/lot	1	1	Above Moderate
	601390006	VACANT	R-E	35.08	1/lot	1	1	Above Moderate
	601400001	VACANT	R-S	19.70	6	118	95	Above Moderate
	601400002	VACANT	R-E	18.61	1/lot	1	1	Above Moderate
	603130001	VACANT	C-N	2.07	8	17	13	Above Moderate
	603130003	VACANT	R-S	15.19	6	91	73	Above Moderate
	603130005	VACANT	A-T	0.11	1/lot	1	1	Above Moderate
	603130006	VACANT	A-T	3.31	1/lot	1	1	Above Moderate
	603102010	VACANT	R-S	47.28	6	284	227	Above Moderate
	603102018	VACANT	R-S	13.05	6	78	63	Above Moderate
	603130015	VACANT	A-T	0.55	1/lot	1	1	Above Moderate
	603130009	VACANT	R-S	10.00	6	60	48	Above Moderate
	603110012	VACANT	R-S	32.84	6	197	158	Above Moderate
	603110012	VACANT	R-S	21.35	6	128	102	Above Moderate
	603110012	VACANT	R-S	9.73	6	58	47	Above Moderate
	603241005	VACANT	R-S	1.34	6	8	6	Above Moderate
	603250009	VACANT	R-S	0.46	6	3	2	Above Moderate
	603250010	VACANT	R-S	0.46	6	3	2	Above Moderate
	603350002	VACANT	A-R	40.18	1/lot	1	1	Above Moderate
	603350014	VACANT	A-R	9.83	1/lot	1	1	Above Moderate
	603350015	VACANT	A-R	7.29	1/lot	1	1	Above Moderate
	603350017	VACANT	A-R	9.43	1/lot	1	1	Above Moderate
	603455008	VACANT	R-S	0.64	6	4	3	Above Moderate
	603350003	VACANT	A-R	38.08	1/lot	1	1	Above Moderate
	603455024	VACANT	R-S	0.53	6	3	3	Above Moderate
	603330008	VACANT	A-R	9.91	1/lot	1	1	Above Moderate
	603330007	VACANT	A-R	9.77	1/lot	1	1	Above Moderate
	603330006	VACANT	A-R	9.80	1/lot	1	1	Above Moderate
	603330005	VACANT	A-R	9.95	1/lot	1	1	Above Moderate
	603490022	VACANT	R-O-6000	0.24	7	2	1	Above Moderate
	612280018	VACANT	R-S	20.27	6	122	97	Above Moderate
	763020005	VACANT	A-R	4.53	1/lot	1	1	Above Moderate
	763070013	VACANT	R-S	66.87	6	401	321	Above Moderate
	763070002	VACANT	R-S	74.05	6	444	355	Above Moderate
	763020020	VACANT	A-R	2.84	1/lot	1	1	Above Moderate
	765450008	VACANT	R-E	3.22	1/lot	1	1	Above Moderate

In Previous	APN	Existing Land	Zoning	Site Size	Max Density	Max Capacity	Realistic Capacity	Income Category
Cycle?	AFN	Use	Zoning	(Acres)	(du/ac)	(units)	(units)	income category
	765450018	VACANT	R-E	3.20	1/lot	1	1	Above Moderate
	765450017	VACANT	R-E	3.19	1/lot	1	1	Above Moderate
	765230005	VACANT	R-E	1.55	1/lot	1	1	Above Moderate
	763090008	VACANT	A-T	70.14	1/lot	1	1	Above Moderate
	765450007	VACANT	R-E	2.39	1/lot	1	1	Above Moderate
	763020028	VACANT	A-R	4.82	1/lot	1	1	Above Moderate
	763020007	VACANT	A-R	10.29	1/lot	1	1	Above Moderate
	765450002	VACANT	R-S	17.85	6	107	86	Above Moderate
	765704001	VACANT	R-O-6000	1.14	7	8	6	Above Moderate
	763020008	VACANT	A-R	10.52	1/lot	1	1	Above Moderate
	765251013	VACANT	R-S	0.17	6	1	1	Above Moderate
	763070006	VACANT	R-S	41.04	6	246	197	Above Moderate
	763020017	VACANT	A-R	1.15	1/lot	1	1	Above Moderate
	763020016	VACANT	A-R	2.19	1/lot	1	1	Above Moderate
	765460001	VACANT	R-S	10.07	6	60	48	Above Moderate
	763020015	VACANT	A-R	1.27	1/lot	1	1	Above Moderate
	765253007	VACANT	R-S	0.14	6	1	1	Above Moderate
	765253009	VACANT	R-S	0.21	6	1	1	Above Moderate
	765255013	VACANT	R-S	0.16	6	1	1	Above Moderate
	763020011	VACANT	A-R	4.79	1/lot	1	1	Above Moderate
	765256007	VACANT	R-S	0.10	6	1	1	Above Moderate
	763020012	VACANT	A-R	4.92	1/lot	1	1	Above Moderate
	765283013	VACANT	R-S	0.15	6	1	1	Above Moderate
	763020013	VACANT	A-R	5.02	1/lot	1	1	Above Moderate
	763100006	VACANT	A-T	20.74	1/lot	1	1	Above Moderate
	763100011	VACANT	A-T	20.51	1/lot	1	1	Above Moderate
	765623019	VACANT	R-S	0.14	6	1	1	Above Moderate
	765623020	VACANT	R-S	0.14	6	1	1	Above Moderate
	763060040	VACANT	A-R	27.38	1/lot	1	1	Above Moderate
	763060008	VACANT	R-S	34.78	6	209	167	Above Moderate
	763080028	VACANT	R-S	2.22	6	13	11	Above Moderate
	763080003	VACANT	R-S	59.70	6	358	287	Above Moderate
	763100019	VACANT	A-T	16.55	1/lot	1	1	Above Moderate
	763080030	VACANT	R-S	31.90	6	191	153	Above Moderate
	763100018	VACANT	A-T	3.48	1/lot	1	1	Above Moderate
	765070009	VACANT	R-S	0.57	6	3	3	Above Moderate
	765275006	VACANT	R-S	0.18	6	1	1	Above Moderate
	765275007	VACANT	R-S	0.10	6	1	1	Above Moderate

In Previous Cycle?  APN Existing Land Use Zoning Site Size (Acres) Max Density (du/ac) Max Capacity (units) Max Capacity (units) Income Category  Above Moderate
Cycle? Use (Acres) (du/ac) (units) (units)  765276022 VACANT R-S 0.17 6 1 1 Above Moderate 765070010 VACANT R-S 0.65 6 4 3 Above Moderate
765070010 VACANT R-S 0.65 6 4 3 Above Moderate
765070007 VACANT R-S 0.64 6 4 3 Above Moderate
There is a second of the secon
765070004 VACANT R-S 0.66 6 4 3 Above Moderate
763080017 VACANT A-T 7.45 1/lot 1 1 Above Moderate
765275011 VACANT R-S 0.09 6 1 1 1 Above Moderate
763080017 VACANT R-S 0.51 1/lot 1 1 Above Moderate
765070005 VACANT R-S 0.67 6 4 3 Above Moderate
765070008 VACANT R-S 0.65 6 4 3 Above Moderate
765070011 VACANT R-S 0.66 6 4 3 Above Moderate
763080007 VACANT A-T 9.72 1/lot 1 1 Above Moderate
765295002 VACANT R-S 0.16 6 1 1 1 Above Moderate
763080008 VACANT A-T 9.66 1/lot 1 1 Above Moderate
763422025 VACANT R-O-6000 0.16 7 1 1 Above Moderate
763100007 VACANT A-T 16.89 1/lot 1 1 Above Moderate
763100016 VACANT A-T 19.71 1/lot 1 1 Above Moderate
763080018 VACANT R-S 18.61 6 112 89 Above Moderate
763080009 VACANT A-T 4.91 1/lot 1 1 Above Moderate
763080016 VACANT A-T 7.49 1/lot 1 1 Above Moderate
763080012 VACANT A-T 3.19 1/lot 1 1 Above Moderate
763120002 VACANT A-T 6.30 1/lot 1 1 Above Moderate
765084001 VACANT R-S 0.19 6 1 1 1 Above Moderate
765083010 VACANT R-S 0.21 6 1 1 Above Moderate
765083004 VACANT R-S 0.17 6 1 1 Above Moderate
765083005 VACANT R-S 0.20 6 1 1 1 Above Moderate
763412030 VACANT R-O-6000 0.15 7 1 1 1 Above Moderate
763080015 VACANT A-T 5.08 1/lot 1 1 Above Moderate
765083003 VACANT R-S 0.17 6 1 1 Above Moderate
765083009 VACANT R-S 0.22 6 1 1 1 Above Moderate
765083006 VACANT R-S 0.22 6 1 1 Above Moderate
763080010 VACANT A-T 2.54 1/lot 1 1 Above Moderate
765083008 VACANT R-S 0.26 6 2 1 Above Moderate
765083007 VACANT R-S 0.25 6 2 1 Above Moderate
765361001 VACANT R-S 0.12 6 1 1 Above Moderate
765115001 VACANT R-S 0.27 6 2 1 Above Moderate
763421037 VACANT R-O-6000 0.14 7 1 1 Above Moderate
765111013 VACANT R-S 0.21 6 1 1 Above Moderate
765115003 VACANT R-S 0.27 6 2 1 Above Moderate

In Previous	APN	Existing Land	Zoning	Site Size	Max Density	Max Capacity	Realistic Capacity	Income Category
Cycle?		Use		(Acres)	(du/ac)	(units)	(units)	
	763080014	VACANT	R-S	4.35	6	26	21	Above Moderate
	765115004	VACANT	R-S	0.26	6	2	1	Above Moderate
	765114004	VACANT	R-S	1.74	6	10	8	Above Moderate
	763412001	VACANT	R-O-6000	1.31	7	9	7	Above Moderate
	763411004	VACANT	R-O-6000	0.25	7	2	1	Above Moderate
	763412041	VACANT	R-O-6000	0.35	7	2	2	Above Moderate
	763413018	VACANT	R-O-6000	0.24	7	2	1	Above Moderate
	765111013	VACANT	R-S	0.23	6	1	1	Above Moderate
	765115005	VACANT	R-S	0.49	6	3	2	Above Moderate
	763080019	VACANT	R-S	0.15	6	1	1	Above Moderate
	765111006	VACANT	R-S	0.46	6	3	2	Above Moderate
	765151001	VACANT	R-S	0.18	6	1	1	Above Moderate
	765540025	VACANT	R-S	0.13	6	1	1	Above Moderate
	765540024	VACANT	R-S	0.22	6	1	1	Above Moderate
	765540023	VACANT	R-S	0.22	6	1	1	Above Moderate
	765164007	VACANT	R-S	0.18	6	1	1	Above Moderate
	765540021	VACANT	R-S	0.22	6	1	1	Above Moderate
	765540020	VACANT	R-S	0.22	6	1	1	Above Moderate
	765540019	VACANT	R-S	0.22	6	1	1	Above Moderate
	765521012	VACANT	R-S	3.52	6	21	17	Above Moderate
	765170002	VACANT	R-S	4.99	6	30	24	Above Moderate
	765420015	VACANT	R-S	1.56	6	9	7	Above Moderate
	765184013	VACANT	R-S	0.15	6	1	1	Above Moderate
	765184015	VACANT	R-S	0.15	6	1	1	Above Moderate
	765420006	VACANT	R-S	2.77	6	17	13	Above Moderate
	765182018	VACANT	R-S	0.17	6	1	1	Above Moderate
	765184020	VACANT	R-S	0.14	6	1	1	Above Moderate
	765184009	VACANT	R-S	0.14	6	1	1	Above Moderate
	765182009	VACANT	R-S	0.21	6	1	1	Above Moderate
	765200008	VACANT	R-S	14.78	6	89	71	Above Moderate
	765212054	VACANT	R-S	0.24	6	1	1	Above Moderate
	765200018	VACANT	R-S	3.42	6	21	16	Above Moderate  Above Moderate
	765200010	VACANT	R-S	3.03	6	18	15	Above Moderate  Above Moderate
	765212033	VACANT	R-S	0.13	6	1	10	Above Moderate
	765213005	VACANT	R-S	0.13	6	1	1	Above Moderate  Above Moderate
	765212037	VACANT	R-S	0.17	6	1	1	Above Moderate  Above Moderate
	765200023	VACANT	R-S	7.95	6	48	38	Above Moderate
	765440022	VACANT	R-S	7.93 15.32	6	92	74	Above Moderate

In Previous Cycle?	APN	Existing Land Use	Zoning	Site Size (Acres)	Max Density (du/ac)	Max Capacity (units)	Realistic Capacity (units)	Income Category
	765440021	VACANT	R-S	7.75	6	46	37	Above Moderate
	765640004	VACANT	A-T	4.92	1/lot	1	1	Above Moderate
	765640005	VACANT	R-S	14.85	6	89	71	Above Moderate
	765640009	VACANT	A-T	4.77	1/lot	1	1	Above Moderate
Subtotal Abov	ve Moderate					3996	3211	
	601390019	VACANT	R-M	37.78	20	756	605	Moderate
	603130001	VACANT	R-M	17.44	20	349	279	Moderate
	603270017	VACANT	R-M	0.56	20	11	9	Moderate
	763070013	VACANT	R-M	10.39	20	208	166	Moderate
	763070002	VACANT	R-M	2.55	20	51	41	Moderate
	765284011	VACANT	R-M	0.15	20	3	2	Moderate
	765272002	VACANT	R-M	0.17	20	3	3	Moderate
	763070002	VACANT	R-M	0.12	20	2	2	Moderate
	763080030	VACANT	R-M	14.87	20	297	238	Moderate
	763080030	VACANT	R-M	6.88	20	138	110	Moderate
	765292005	VACANT	R-M	0.21	20	4	3	Moderate
	763080030	VACANT	R-M	0.19	20	4	3	Moderate
	765276014	VACANT	R-M	0.17	20	3	3	Moderate
	763060008	VACANT	R-M	36.33	20	727	581	Moderate
	763060032	VACANT	R-M	1.07	20	21	17	Moderate
	765420021	VACANT	R-M	3.00	20	60	48	Moderate
	765420016	VACANT	R-M	3.52	20	70	56	Moderate
	765420017	VACANT	R-M	1.82	20	36	29	Moderate
	765430048	VACANT	R-M	1.06	20	21	17	Moderate
<b>Subtotal Mod</b>	erate					2766	2212	
TOTAL						6763	5423	

	General Plan Land Use Scenario											
In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
		603150006	Vacant	UN	C-G	29.43	38	20	589	Above Moderate	Yes	
Yes	763060048	763060008	Vacant	UN	R-M	22.48	38	20	450	Above Moderate	Yes	
Yes	612280018	612280018	Vacant	NC	R-S	20.27	40	15	304	Above Moderate	Yes	
Yes	778170010	765450002	Vacant	UE	R-S	17.85	65	16	286	Above Moderate	Y - Requires extension through the adjacent site	
Yes	763060048	763060008	Vacant	UN	R-S	25.45	38	10	254	Above Moderate	Yes	
	778390002	765440022	Vacant	NC	R-S	15.20	40	15	228	Above Moderate	Yes	
Yes	778180003	765460001	Vacant	UE	R-S	10.07	65	16	161	Above Moderate	Y - Requires extension through the adjacent site	
	768440008	765640005	Vacant	SN	R-S	14.85	8	4	59	Above Moderate	Yes	
	768430017	765200008	Vacant	SN	R-S	12.80	8	4	51	Above Moderate	Yes	
	768430010	765200023	Vacant	SN	R-S	7.94	8	4	32	Above Moderate	Yes	
	768430002	765200018	Vacant	SN	R-S	3.42	8	4	14	Above Moderate	Yes	
	768430001	765200012	Vacant	SN	R-S	3.03	8	4	12	Above Moderate	Yes	
	778280011	765420006	Vacant	SN	R-S	2.77	8	4	11	Above Moderate	Yes	
Yes			Vacant	NC	R-S	0.49	40	15	7	Above Moderate	Yes	
		603130009	Vacant	NC	R-S	0.44	40	15	7	Above Moderate	Yes	
		603150005	Vacant	UN	C-G	0.33	38	20	7	Above Moderate	Yes	
	778101002		Vacant	DC	C-G	0.34	65	16	6	Above Moderate	Yes	
			Vacant	DC	C-G	0.35	65	16	6	Above Moderate	Yes	
			Vacant	DC	C-G	0.28	65	16	5	Above Moderate	Yes	
			Vacant	DC	C-G	0.33	65	16	5	Above Moderate	Yes	
	768232014		Vacant	NC	C-G	0.33	40	15	5	Above Moderate  Above Moderate	Yes	
	700202014	603150007	Vacant	UN	C-G	0.26	38	20	5	Above Moderate	Yes	
	768254001	765115001	Vacant	NC	R-S	0.27	40	15	4	Above Moderate	Yes	
		765271024		DC	C-G	0.25			4	Above Moderate	Yes	
Voo			Vacant	NC	R-S		65 40	16 15	4	Above Moderate  Above Moderate	Yes	
Yes		765115004	Vacant			0.26	40		4			
Yes		765115003	Vacant	NC	R-S	0.27	40	15	4	Above Moderate	Yes	
		765164016	Vacant	NC	C-G	0.18	40	15	3	Above Moderate	Yes	
		765164015	Vacant	NC	C-G	0.17	40	15	3	Above Moderate	Yes	
		765154014	Vacant	NC	C-G	0.18	40	15	3	Above Moderate	Yes	
		765154013	Vacant	NC	C-G	0.17	40	15	3	Above Moderate	Yes	
		765640008	Vacant	SN	C-G	0.73	8	4	3	Above Moderate	Yes	
		765261012	Vacant	DC	C-G	0.18	65	16	3	Above Moderate	Yes	
		765154017	Vacant	NC	C-G	0.17	40	15	3	Above Moderate	Yes	
		765522019	Vacant	NC	C-G	0.21	40	15	3	Above Moderate	Yes	
		765383026	Vacant	NC	C-G	0.19	40	15	3	Above Moderate	Yes	
	778101002	765272002	Vacant	DC	R-M	0.17	65	16	3	Above Moderate	Yes	
	778061006	765262006	Vacant	DC	C-G	0.20	65	16	3	Above Moderate	Yes	
	768440010	765640008	Vacant	UN	C-G	0.13	38	20	3	Above Moderate	Yes	
	768402020	765522011	Vacant	NC	C-G	0.20	40	15	3	Above Moderate	Yes	
Yes	778091005	765292005	Vacant	DC	R-M	0.18	65	16	3	Above Moderate	Yes	
	768450022	765601022	Vacant	NC	C-G	0.10	40	15	2	Above Moderate	Yes	
	778110001	765311001	Vacant	DC	C-G	0.14	65	16	2	Above Moderate	Yes	

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	General Plan Land Ose Scenario											L
In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
Yes	768413012	765184013	Vacant	NC	R-S	0.15	40	15	2	Above Moderate	Yes	
	778093002	765294013	Vacant	DC	C-G	0.15	65	16	2	Above Moderate	Yes	
	768450020	765601020	Vacant	NC	C-G	0.12	40	15	2	Above Moderate	Yes	
	778100010	765271029	Vacant	DC	C-G	0.14	65	16	2	Above Moderate	Yes	
	768383010	765154020	Vacant	NC	C-G	0.16	40	15	2	Above Moderate	Yes	
	778280006	765420021	Vacant	NC	C-G	0.15	40	15	2	Above Moderate	Yes	
	778100011	765271028	Vacant	DC	C-G	0.14	65	16	2	Above Moderate	Yes	
Yes	768413014	765184015	Vacant	NC	R-S	0.15	40	15	2	Above Moderate	Yes	
	778061004	765262004	Vacant	DC	C-G	0.14	65	16	2	Above Moderate	Yes	
	768254011	765115011	Vacant	NC	C-G	0.14	40	15	2	Above Moderate	Yes	
	778150001		Vacant	NC	R-S	0.12	40	15	2	Above Moderate	Yes	
	768450001		Vacant	NC	C-G	0.11	40	15	2	Above Moderate	Yes	In progress rezone to RM General
	768450019	765601019	Vacant	NC	C-G	0.11	40	15	2	Above Moderate	Yes	In progress rezone to RM- urban
		763080019	Vacant	NC	R-S	0.14	40	15	2	Above Moderate	Yes	
	768450015	765601015		NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		765606012		NC	C-G	0.09	40	15	1	Above Moderate	Yes	
				NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		765602003	Vacant	NC	C-G	0.08	40	15	1	Above Moderate	Yes	
				NC	C-G	0.10	40	15	1	Above Moderate	Yes	
			Vacant	SN	R-S	0.21	8	4	1	Above Moderate	Yes	
		765602010		NC	C-G	0.06	40	15	1	Above Moderate	Yes	
			Vacant	NC	C-G	0.07	40	15	1	Above Moderate	Yes	
		765083006		SN	R-S	0.22	8	4	1	Above Moderate	Yes	
			Vacant	SN	R-S	0.14	8	4	1	Above Moderate	Yes	
		765602006	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		765164007	Vacant	SN	R-S	0.18	8	4	1	Above Moderate	Yes	
		765603014		NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		763413018		SN	R-O-6000	0.24	8	4	1	Above Moderate	Yes	
		765605014		NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		765083008		SN	R-S	0.26	8	4	1	Above Moderate	Yes	
	768421005		Vacant	SN	R-S	0.17	8	4	1	Above Moderate	Yes	
	768450007		Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768455005		Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		765601016		NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		765606014		NC	C-G	0.09	40	15	1	Above Moderate  Above Moderate	Yes	
		765601009		NC	C-G	0.09	40	15	1	Above Moderate  Above Moderate	Yes	
		765601009		NC	C-G	0.09	40 40	15	1	Above Moderate	Yes	
		765182018		SN	R-S	0.09	40 Q		1	Above Moderate	Yes	
		765182018			R-S	0.17	O O	4 4	1 1		Yes	
				SN			8 40		1	Above Moderate		
		765602005		NC SN	C-G	0.09	40	15	1	Above Moderate	Yes	
		765111013		SN	R-S	0.21	Ö	4	1	Above Moderate	Yes	
	100200003	765111013	Vacant	SN	R-S	0.23	ŏ	4	I	Above Moderate	Yes	

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In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
	768450018	765601018	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768413008	765184009	Vacant	SN	R-S	0.14	8	4	1	Above Moderate	Yes	
	768453006	765604027	Vacant	NC	C-G	0.07	40	15	1	Above Moderate	Yes	
	768222005	765083005	Vacant	SN	R-S	0.20	8	4	1	Above Moderate	Yes	
	768460002	765200008	Vacant	SN	R-S	0.14	8	4	1	Above Moderate	Yes	
	768450005			NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768453004			NC	C-G	0.09	40	15	1	Above Moderate	Yes	
		765601021	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768460003			SN	R-S	0.14	8	4	1	Above Moderate	Yes	
	763411004			SN	R-O-6000	0.25	8	4	1	Above Moderate	Yes	
	768450017		Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768450008			NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768450003		Vacant	NC	C-G	0.09	40	15	1	Above Moderate  Above Moderate	Yes	
	768152019			SN	R-S	0.09	8	4	1	Above Moderate  Above Moderate	Yes	
	768210036						-	•	1			
				SN	R-S	0.24	8	4	1	Above Moderate	Yes	
	768454003			NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768460001			SN	R-S	0.17	8	4	1	Above Moderate	Yes	
	768451004		Vacant	NC	C-G	0.08	40	15	1	Above Moderate	Yes	
	768421001			SN	R-S	0.13	8	4	1	Above Moderate	Yes	
	768450010			NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768453001	765604025	Vacant	NC	C-G	0.07	40	15	1	Above Moderate	Yes	
	768454004	765605012	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768413018	765184020	Vacant	SN	R-S	0.14	8	4	1	Above Moderate	Yes	
	768450012	765601012	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768223001	765084001	Vacant	SN	R-S	0.19	8	4	1	Above Moderate	Yes	
	768450006	765601006	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768453003	765604013	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768411009	765182009	Vacant	SN	R-S	0.21	8	4	1	Above Moderate	Yes	
	768451001			NC	C-G	0.07	40	15	1	Above Moderate	Yes	
	768452001			NC	C-G	0.07	40	15	1	Above Moderate	Yes	
	768450011		Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768454005		Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768452004			NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768222004			SN	R-S	0.17	8	4	1	Above Moderate	Yes	
	768453002			NC	C-G	0.09	40	15	1	Above Moderate  Above Moderate	Yes	
							40	15	1			
	768222010			SN	R-S	0.21	0	4	1	Above Moderate	Yes	
	768421022			SN	R-S	0.24	8	4	 	Above Moderate	Yes	
	768454006		Vacant	NC	C-G	0.07	40	15	1	Above Moderate	Yes	
	768250006			SN	R-S	0.32	8	4	1	Above Moderate	Yes	
	763421037			SN	R-O-6000	0.14	8	4	1	Above Moderate	Yes	
	768450014			NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	763422025			SN	R-O-6000	0.15	8	4	1	Above Moderate	Yes	
	768454001	765605025	Vacant	NC	C-G	0.07	40	15	1	Above Moderate	Yes	

City of Coachella- 6th Page 634 sing Element Update

In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
	768380001	765151001	Vacant	SN	R-S	0.17	8	4	1	Above Moderate	Yes	
	768452003	765603013	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768450023	765601034	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768455001	765606025	Vacant	NC	C-G	0.07	40	15	1	Above Moderate	Yes	
	768450004	765601004	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768222007	765083007	Vacant	SN	R-S	0.25	8	4	1	Above Moderate	Yes	
	768460004	765200008	Vacant	SN	R-S	0.14	8	4	1	Above Moderate	Yes	
	768453005	765604011	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768455006	765606027	Vacant	NC	C-G	0.07	40	15	1	Above Moderate	Yes	
	768210037	765070009	Vacant	SN	R-S	0.24	8	4	1	Above Moderate	Yes	
	778320006	765440021	Vacant	NC	R-S	0.09	40	15	1	Above Moderate	Yes	
	778320006	765440021	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	778341007	765440022	Vacant	SN	R-S	0.04	8	4	1	Above Moderate	Yes	
	768452005	765603011	Vacant	NC	C-G	0.09	40	15	1	Above Moderate	Yes	
	768152020	765623020	Vacant	SN	R-S	0.14	8	4	1	Above Moderate	Yes	
		763080017	Vacant	SN	R-S	0.13	8	4	1	Above Moderate	Yes	
	768422005	765213005	Vacant	SN	R-S	0.11	8	4	0	Above Moderate	Yes	
	768460006	765200008	Vacant	SN	R-S	0.10	8	4	0	Above Moderate	Yes	
		765200008	Vacant	SN	R-S	0.05	8	4	0	Above Moderate	Yes	
	778191002		Agriculture	UE	R-S / M-S	48.33	65	16	773.28	Above Moderate	Yes	
	778180004		Agriculture	UE	R-S	40.77	65	16	652.32	Above Moderate	Yes	
		603110008	Agriculture	UN	R-S	29.78	38	20	596	Above Moderate	Yes	
	778170011	778170011	Agriculture	UE	R-S	32.57	65	16	521.12	Above Moderate	Yes	
		767140006	Agriculture	GN	R-M	18.61	25	10	181	Above Moderate	Yes	
		768070003	Agriculture	GN	R-S	14.93	25	10	149.3	Above Moderate	Yes	
		768290003	Agriculture	SN	R-PUD	37.08	8	4	148.32	Above Moderate	Yes	
		603260050	Agriculture	GN	R-PUD	12.06	25	10	120.6	Above Moderate	Yes	
	768070002		Agriculture	GN	R-S	9.84	25	10	98.4	Above Moderate	Yes	
		768070006	Agriculture	GN	R-S	8.37	25	10	83.7	Above Moderate	Yes	
	768260003		Agriculture	SN	R-PUD	18.23	8	4	72.92	Above Moderate	Yes	
		768070004	Agriculture	GN	R-S	5.09	25	10	50.9	Above Moderate	Yes	
	778420004		Vacant	SN	R-M	5.05	8	4	20.2	Above Moderate	Yes	
	110420004	770420004	vacant	OIV	I X-IVI	0.00	U	7	20.2	Above Woderate	103	
	768070005	768070005	Agriculture	GN	R-S	1.32	25	10	13.2	Above Moderate	Yes	In Vista Del Agua SP. Capacity based on Specific Plan buildout in PA10
	603310025	603310025	Retail/Commercial	DC	C-G	0.48	65	16	8	Above Moderate	Yes	
			Retail/Commercial	DC	C-G	0.44	65	16	7	Above Moderate	Yes	
			Retail/Commercial	DC	C-G	0.36	65	16	6	Above Moderate	Yes	
			Retail/Commercial	DC	C-G	0.39	65	16	6	Above Moderate	Yes	
				- <del>-</del>					-			L. M. J. D. LA. CD.
	603310004	603310004	Retail/Commercial	DC	C-G	0.09	65	16	1	Above Moderate	Yes	In Vista Del Agua SP. Capacity based on Specific Plan buildout in PA2

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In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
Subtotal Abov	ve Moderate								6190			
	778080006	765321005	Vacant	DC	C-G	6.92	65	32	221	Lower	Yes	
	778020007	765240005	Vacant	DC	C-G	3.61	65	32	115	Lower	Yes	
	778390001	765440021	Vacant	NC	R-S	7.66	40	15	115	Lower	Yes	
	778390001	765440021	Vacant	NC	C-G	6.61	40	15	99	Lower	Yes	
	768440011	765640008	Vacant	NC	C-G	6.19	40	15	93	Lower	Yes	In Vista Del Agua SP. Capacity based on Specific Plan buildout in PA8
	778390003	765440003	Vacant	UE	M-S	4.40	65	20	88	Lower	Yes	
	778081003	765322018	Vacant	DC	C-G	2.54	65	32	81	Lower	Yes	
	778390004	765440004	Vacant	UE	M-S	4.75	65	16	76	Lower	Yes	
	778010017	765240005	Vacant	DC	C-G	2.30	65	32	74	Lower	Yes	
	768430012	765200021	Vacant	NC	C-G	4.30	40	15	64	Lower	Yes	
	778170010	765450002	Vacant	UE	M-S	3.83	65	16	61	Lower	Y - Requires extension through the adjacent site	
	778010017	765220026	Vacant	DC	C-G	1.81	65	32	58	Lower	Yes	
Yes	763060048	763060008	Vacant	NC	R-M	8.09	40	10	39	Lower	Yes	
	778010016	765220026	Vacant	DC	C-G	0.96	65	32	31	Lower	Yes	
Yes		765240005	Vacant	DC	C-G	0.93	65	32	30	Lower	Yes	
		765240005	Vacant	DC	C-G	0.84	65	32	27	Lower	Yes	
		765114004	Vacant	NC	R-S	1.74	40	15	26	Lower	Yes	
		765301003	Vacant	DC	C-G	0.78	65	32	25	Lower	Yes	
Yes	778280009		Vacant	NC	R-S	1.56	40	15	23	Lower	Yes	
		603310001	Vacant	DC	C-G	0.61	65	32	20	Lower	Yes	
Yes	603241005		Vacant	NC	R-S	1.34	40	15	20	Lower	Yes	
. 55	778071005		Vacant	DC	C-G	0.59	65	32	19	Lower	Yes	
Yes		765314008		DC	C-G	0.58	65	32	18	Lower	Yes	
. 00		765430048	Vacant	NC	R-M	1.06	40	15	16	Lower	Yes	
		765420018	Vacant	NC	C-G	0.99	40	15	15	Lower	Yes	
		765070035	Vacant	NC	C-G	1.00	40	15	15	Lower	Yes	
		765383023	Vacant	NC	C-G	0.98	40	15	15	Lower	Yes	in process to rezone to RM (urban)
	778280003	765420020	Vacant	NC	C-G	0.90	40	15	14	Lower	Yes	, ,
		765383023	Vacant	NC	C-G	0.94	40	15	14	Lower	Yes	
		765420019	Vacant	NC	C-G	0.90	40	15	14	Lower	Yes	
		765383023	Vacant	NC	C-G	0.88	40	15	13	Lower	Yes	
	778242026	765383023	Vacant	NC	C-G	0.87	40	15	13	Lower	Yes	in process to rezone to RM (urban)
	778242024	765383023	Vacant	NC	C-G	0.90	40	15	13	Lower	Yes	, ,
		765640012		NC	C-G	0.73	40	15	11	Lower	Yes	
		767140002	Agriculture	NC	R-M	9.64	40	15	145	Lower	Yes	
		603281053	Commercial	NC	C-G	8.13	40	15	121.95	Lower	Yes	
		767140002		GN	C-G	9.46	25	10	95	Lower	Yes	
			J	<del>-</del> · ·								

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In Previous Cycle?   APN	
Formal   F	Notes
F63400016   F63400016   Vacant   Ind   M-H   3.54   65   16   57   Lower   Yes   F63400017   F63400017   Vacant   Ind   M-H   3.59   65   16   57   Lower   Yes   F63400017   F63400017   Vacant   UE   R-S   2.89   65   16   46.24   Lower   Yes   F63310024   F63310024   F63410/Commercial   DC   C-G   2.66   65   16   43   Lower   Yes   F63310025   F63310025   F63310025   Retail/Commercial   DC   C-G   1.38   65   16   22   Lower   Yes   F63310026   F63310026   F63310026   F64310/Commercial   DC   C-G   0.74   65   16   12   Lower   Yes   F7839007   F6340001   F6340007   Vacant   UE   M-S   78.23   65   16   11   Lower   Yes   F7818000   F6540001   Vacant   UE   M-S   18.29   65   16   29   Moderate   Yes   F78390007   F65440008   Vacant   UE   M-S   18.29   65   16   293   Moderate   Yes   F78390007   F65440008   Vacant   UE   M-S   29.34   65   20   192   Moderate   Yes   F78390007   F65440008   Vacant   UE   M-S   29.34   65   20   192   Moderate   Yes   F78390007   F65440008   Vacant   GN   R-S   4.99   25   10   50   Moderate   Yes   F78390007   F65440012   Vacant   GN   R-PUD   1.17   25   10   12   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25   10   11   Moderate   Yes   F78341600   F65440012   Vacant   GN   R-PUD   1.17   25	
Fig.	
T78420016   T78420016   Vacant   UE   R-S   2.89   65   16   46.24   Lower   Yes	
C	
603310017   603310017   Retail/Commercial   DC   C-G   1.38   65   16   22   Lower   Yes	
Fig.   G03310026   G03310026   Retail/Commercial   DC   C-G   0.74   65   16   12   Lower   Yes   Yes   G03310021   G03310021   Retail/Commercial   DC   C-G   0.67   65   16   11   Lower   Yes   Yes   G03281044   G03281044   Commercial   NC   C-G   0.71   40   15   10.65   Lower   Yes   Yes	
Head	
No.   Commercial   No.   N	
T78390007	
778390007 765440007 Vacant UE M-S 78.23 65 20 630 Moderate Yes 778180003 765460001 Vacant UE M-S 18.29 65 16 293 Moderate Yes 778390005 765440008 Vacant UE M-S 29.34 65 20 192 Moderate Yes 768350002 765170002 Vacant GN R-S 4.99 25 10 50 Moderate Yes 768400001 765521012 Vacant GN R-S 3.52 25 10 35 Moderate Yes 763060032 763060032 Vacant GN R-PUD 1.17 25 10 12 Moderate Yes 763060032 763060032 Vacant GN R-M 1.07 25 10 11 Moderate Yes 603270017 603270017 Vacant GN R-M 0.56 25 10 6 Moderate Yes 778415007 765440012 Vacant GN R-PUD 0.51 25 10 6 Moderate Yes 778415007 765440012 Vacant GN R-PUD 0.51 25 10 5 Moderate Yes	
778180003 765460001 Vacant UE M-S 18.29 65 16 293 Moderate Yes 778390005 765440008 Vacant UE M-S 29.34 65 20 192 Moderate Yes 768350002 765170002 Vacant GN R-S 4.99 25 10 50 Moderate Yes 768400001 765521012 Vacant GN R-S 3.52 25 10 35 Moderate Yes 778414040 765440012 Vacant GN R-PUD 1.17 25 10 12 Moderate Yes 763060032 763060032 Vacant GN R-M 1.07 25 10 11 Moderate Yes 603270017 603270017 Vacant GN R-M 0.56 25 10 6 Moderate Yes 778415007 765440012 Vacant GN R-PUD 0.51 25 10 5 Moderate Yes	
778390005 765440008	
768350002         765170002         Vacant         GN         R-S         4.99         25         10         50         Moderate         Yes           768400001         765521012         Vacant         GN         R-S         3.52         25         10         35         Moderate         Yes           Yes         778414040         765440012         Vacant         GN         R-PUD         1.17         25         10         12         Moderate         Yes           763060032         763060032         Vacant         GN         R-M         1.07         25         10         11         Moderate         Yes           603270017         603270017         Vacant         GN         R-M         0.56         25         10         6         Moderate         Yes           778415007         765440012         Vacant         GN         R-PUD         0.51         25         10         5         Moderate         Yes	
Yes       768400001       765521012       Vacant       GN       R-S       3.52       25       10       35       Moderate       Yes         Yes       778414040       765440012       Vacant       GN       R-PUD       1.17       25       10       12       Moderate       Yes         763060032       763060032       Vacant       GN       R-M       1.07       25       10       11       Moderate       Yes         603270017       603270017       Vacant       GN       R-M       0.56       25       10       6       Moderate       Yes         778415007       765440012       Vacant       GN       R-PUD       0.51       25       10       5       Moderate       Yes	
Yes       778414040       765440012       Vacant       GN       R-PUD       1.17       25       10       12       Moderate       Yes         763060032       763060032       Vacant       GN       R-M       1.07       25       10       11       Moderate       Yes         603270017       603270017       Vacant       GN       R-M       0.56       25       10       6       Moderate       Yes         778415007       765440012       Vacant       GN       R-PUD       0.51       25       10       5       Moderate       Yes	
763060032         763060032         Vacant         GN         R-M         1.07         25         10         11         Moderate         Yes           603270017         603270017         Vacant         GN         R-M         0.56         25         10         6         Moderate         Yes           778415007         765440012         Vacant         GN         R-PUD         0.51         25         10         5         Moderate         Yes	
603270017         603270017         Vacant         GN         R-M         0.56         25         10         6         Moderate         Yes           778415007         765440012         Vacant         GN         R-PUD         0.51         25         10         5         Moderate         Yes	
778415007 765440012 Vacant GN R-PUD 0.51 25 10 5 Moderate Yes	
778413023 765440012 Vacant GN R-PUD 0.53 25 10 5 Moderate Yes	
778191002 765472004 Vacant UE M-S 0.14 65 32 5 Moderate Yes	
Yes 778414039 765440012 Vacant GN R-PUD 0.37 25 10 4 Moderate Yes	
Yes 778054004 765285005 Vacant GN C-G 0.32 25 10 3 Moderate Yes	
Yes 778040002 765251013 Vacant GN R-S 0.17 25 10 2 Moderate Yes	
Yes 778044013 765255013 Vacant GN R-S 0.16 25 10 2 Moderate Yes	
Yes 778105001 765276022 Vacant GN R-S 0.17 25 10 2 Moderate Yes	
778414041 765440012 Vacant GN R-PUD 0.17 25 10 2 Moderate Yes	
Yes 778104010 765275006 Vacant GN R-S 0.18 25 10 2 Moderate Yes	
Yes 778105012 765276014 Vacant GN R-M 0.17 25 10 2 Moderate Yes	
778042009 765253009 Vacant GN R-S 0.21 25 10 2 Moderate Yes	
Yes 778400030 765440016 Vacant GN R-PUD 0.17 25 10 2 Moderate Yes	
778411027 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate Yes	
778415006 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate Yes	
Yes 778414014 765440012 Vacant GN R-PUD 0.09 25 10 1 Moderate Yes	
778410007 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate Yes	
778411014 765440012 Vacant GN R-PUD 0.10 25 10 1 Moderate Yes	
778411024 765440012 Vacant GN R-PUD 0.06 25 10 1 Moderate Yes	
778411023 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate Yes	
778414007 765440012 Vacant GN R-PUD 0.09 25 10 1 Moderate Yes	
778090006 765291009 Vacant GN C-G 0.09 25 10 1 Moderate Yes	
778405010 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate Yes	
778405003 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate Yes	

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In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
	778414032	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778412001	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403018	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778410008	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778407005	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778410014	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414026	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413004	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414017	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413006	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778415005	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403029	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413007	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	in process to rezone to RM (urban). Only 31.5 acres though.
	778405008	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411004	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778412008	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778413011	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403030	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414003	765440016	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778413022	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403032	765440016	Vacant	GN	R-PUD	0.10	25	10	1	Moderate	Yes	
	778411003	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778405004	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778406010		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413019	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404008		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778104007		Vacant	GN	R-S	0.09	25	10	1	Moderate	Yes	
	778411010		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413014		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411005		Vacant	GN	R-PUD	0.06	25	10	1	Moderate	Yes	
	778412007		Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778403019		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403022		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778405012		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778407006		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411015		Vacant	GN	R-PUD	0.11	25	10	1	Moderate	Yes	
	778415008		Vacant	GN	R-PUD	0.07	25	10	1	Moderate	Yes	
	778415008		Vacant	GN	R-PUD	0.05	25	10	1	Moderate	Yes	
	778414034		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403031		Vacant	GN	R-PUD	0.08	25 25	10	1	Moderate	Yes	
	778406005		Vacant	GN	R-PUD	0.08	25 25	10	1	Moderate	Yes	
	11040000	100440010	vacani	GIN	IN-F UD	0.00	20	10	I	Moderate	165	

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In Previous Cycle?	e Yes
778406004 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate 778413013 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate 778411019 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate 778413002 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate 778413002 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate 778045007 765256007 Vacant GN R-S 0.10 25 10 1 Moderate	Yes
778413013       765440012       Vacant       GN       R-PUD       0.08       25       10       1       Moderate         778411019       765440012       Vacant       GN       R-PUD       0.08       25       10       1       Moderate         778413002       765440016       Vacant       GN       R-PUD       0.08       25       10       1       Moderate         778045007       765256007       Vacant       GN       R-S       0.10       25       10       1       Moderate	Yes
778411019         765440012         Vacant         GN         R-PUD         0.08         25         10         1         Moderate           778413002         765440016         Vacant         GN         R-PUD         0.08         25         10         1         Moderate           778045007         765256007         Vacant         GN         R-S         0.10         25         10         1         Moderate	Yes
778413002 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate 778045007 765256007 Vacant GN R-S 0.10 25 10 1 Moderate	e Yes
778045007 765256007 Vacant GN R-S 0.10 25 10 1 Moderate	e Yes e Yes e Yes e Yes e Yes
	e Yes e Yes e Yes
778405001 765440016 Vacant GN R-PUD 0.11 25 10 1 Moderate	e Yes e Yes
1.5.15555. Tot 10010 Vadant Six 171.55 0.11 20 10 1 Wooding	e Yes
778042007 765253007 Vacant GN R-S 0.14 25 10 1 Moderate	
778403020 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	
Yes 778410015 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778413017 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
Yes 778413021 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778410003 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778406009 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778412006 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778413005 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778405007 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778403024 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778403021 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778412009 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778414022 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778405005 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778410013 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778412014 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778411001 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778413018 765440012 Vacant GN R-PUD 0.07 25 10 1 Moderate	e Yes
778406002 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778412005 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778414029 765440012 Vacant GN R-PUD 0.12 25 10 1 Moderate	e Yes
778403043 765440016 Vacant GN R-PUD 0.14 25 10 1 Moderate	e Yes
778406001 765440016 Vacant GN R-PUD 0.11 25 10 1 Moderate	e Yes
778404004 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778404002 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
Yes 778411011 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778413001 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778410009 765440012 Vacant GN R-PUD 0.09 25 10 1 Moderate	e Yes
778412013 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778414015 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778411012 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778404009 765440016 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778414011 765440012 Vacant GN R-PUD 0.09 25 10 1 Moderate	e Yes
778411016 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes
778415001 765440012 Vacant GN R-PUD 0.09 25 10 1 Moderate	e Yes
778412012 765440012 Vacant GN R-PUD 0.08 25 10 1 Moderate	e Yes

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						G	enerai Pian L	Land Use Scenario				L
In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
	778411002	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778410011	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414037	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778407002	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778410016	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778412002	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411026	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403025	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404005	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414013	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	in process to rezone to RM (urban). Only 9.6 ares
	778414038	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414025	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413003	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778407001	765440016	Vacant	GN	R-PUD	0.11	25	10	1	Moderate	Yes	
	778414020	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778405002	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404014	765440016	Vacant	GN	R-PUD	0.10	25	10	1	Moderate	Yes	
	778415002	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778411009	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404006	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411028	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778410002	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411020	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414024	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413016	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414031	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414023	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403026	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413012	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414012	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778410010	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411017	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414002	765440016	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778411007	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413010	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414009	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778412004	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414010	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778404007	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411022	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404011	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	

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								and Osc Scenario				
In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
	778405013	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414005	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414035	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414036	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778415004	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778412011	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414006	765440012	Vacant	GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778403023	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778407004	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778104009	765275007	Vacant	GN	R-S	0.10	25	10	1	Moderate	Yes	
	778405009	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411025	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778092008		Vacant	GN	C-G	0.14	25	10	1	Moderate	Yes	
	778404010	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414008	765440012		GN	R-PUD	0.09	25	10	1	Moderate	Yes	
	778410004			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414018		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414001			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778406008			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411008			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414019			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414028		Vacant	GN	R-PUD	0.12	25	10	1	Moderate	Yes	
	778406006			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414030		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778405011			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404012		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778410001		Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414027			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404003			GN	R-PUD	0.08	25 25	10	1	Moderate	Yes	
	778412003			GN	R-PUD R-PUD	0.08	25 25	10	1	Moderate	Yes	
	778413015			GN	R-PUD	0.08	25 25	10	1	Moderate	Yes	
	778403017			GN	R-PUD	0.08	25 25		1	Moderate	Yes	
	778406003			GN	R-PUD R-PUD	0.08		10	1	Moderate	Yes	
	778406003						25 25	10	1			
				GN	R-PUD	0.08	25 25	10	1	Moderate	Yes	
	778414004			GN	R-PUD	0.09	25 25	10	I 4	Moderate	Yes	
	778405006			GN	R-PUD	0.08	25 25	10	T 4	Moderate	Yes	
	778410006			GN	R-PUD	0.08	25 25	10	T 4	Moderate	Yes	
	778413008			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778405014			GN	R-PUD	0.10	25	10	1	Moderate	Yes	
	778404013			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778407003			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414021			GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411013	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	

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In Previous Cycle?	APN	APN_1	Existing Land Use	General Plan	Zoning	Site Size (Acres)	Max Density (du/ac)	Realistic Density (du/ac)	Realistic Capacity (units)	Income Category	Infrastructure?	Notes
	778412010	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413009	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778406012	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778411018	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778413020	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778404001	765440016	Vacant	GN	R-PUD	0.10	25	10	1	Moderate	Yes	
	778411006	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778406013	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778410012	765440012	Vacant	GN	R-PUD	0.07	25	10	1	Moderate	Yes	
	778407007	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778054005	765285007	Vacant	GN	C-G	0.08	25	10	1	Moderate	Yes	
	778052013	765283013	Vacant	GN	R-S	0.15	25	10	1	Moderate	Yes	
	778411021	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414016	765440012	Vacant	GN	R-PUD	0.07	25	10	1	Moderate	Yes	
	778415003	765440012	Vacant	GN	R-PUD	0.10	25	10	1	Moderate	Yes	
Yes	778053011	765284011	Vacant	GN	R-M	0.15	25	10	1	Moderate	Yes	
	778406007	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778414033	765440012	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778403028	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
Yes	778403027	765440016	Vacant	GN	R-PUD	0.08	25	10	1	Moderate	Yes	
	778406014	765440016	Vacant	GN	R-PUD	0.11	25	10	1	Moderate	Yes	
	778410005	765440012	Vacant	GN	R-PUD	0.07	25	10	1	Moderate	Yes	
ubtotal Mod	erate								1468			
TOTAL									10003			

TOTAL 1

# **Appendix C: Housing Constraints**

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# Section C.1 Introduction

The provision of decent, safe, and affordable housing is an important goal of the City of Coachella. However, there are a variety of factors that encourage or constrain the development, maintenance, and improvement of the housing stock in the City. These include market mechanisms, government codes and regulations, and physical and environmental constraints. This section reviews and analyzes these potential constraints, in terms of a) governmental constraints, b) non-governmental including market constraints, and c) environmental and infrastructural constraints.

# Section C.2 Governmental Constraints

#### C.2.1 Introduction

Local policies and regulations can affect the quantity and type of residential development. Since governmental actions can constrain the development and the affordability of housing, State law requires the housing element to "address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing" (Government Code § 65583(c)(3)).

The City's primary policies and regulations that affect residential development and housing affordability include: the Zoning Ordinance, the General Plan, development processing procedures and fees, on and off-site improvement requirements, and the California Building and Housing Codes. In addition to a review of these policies and regulations, an analysis of the governmental constraints on housing production for persons with disabilities is included in this Section.

#### C.2.2 Land Use Controls

This section provides an overview of the City's land use controls and their relation to the City's housing supply.

# **General Plan Land Use Designations**

The City of Coachella adopted the General Plan Update in 2015. Chapter 4 of the General Plan is the Land Use and Community Character Element which directs the location and form of future development in the city. The 2015 General Plan has not yet been implemented through a comprehensive zoning ordinance update. The lack of an updated zoning ordinance reflecting the latest General Plan policies presents a significant constraint to the development of housing. Government Code § 65583(c)(7) requires the identification of "means by which consistency will be achieved with other general plan elements and community goals". The City's General Plan and Zoning Ordinance are inconsistent with one another and the City must update the Zoning Ordinance to be consistent with the General Plan. (see Program 1.1) In the interim, the provisions

of Senate Bill 330 allow for the City to approve projects consistent with the General Plan policies, land use designations, and densities in advance of a zoning ordinance update.

The General Plan includes nine land use designations that allow a range of residential development types (see Table C-1), at a variety of densities.

Table C-1: City General Plan Residential Land Use Designations

General Plan Designation	Allowed Density	Description
Agricultural Rancho	1 unit per parcel or 1 unit per 40 acres	The Agricultural Rancho designation provides areas for productive agriculture uses in the City. Agricultural areas provide for active uses such as date farms, field crops or grapes. In some cases, this designation also encompasses other working lands that provide an open space benefit or are in other ways a non-urban land use, such as mining. These rural environments – and the natural and agricultural systems that define them – are intended to be preserved in perpetuity and may not be converted for urban use.
Rural Rancho	0.4 (1 unit per 2.5 acres) – 1 du/ac	The Rural Rancho designation accommodates low intensity residential development within a preserved rural landscape. These areas are intended to serve as a buffer between Agriculture and any of the urban designations of this Plan or as the edge of the urbanized City.
Suburban Neighborhood	2 – 8, with 5 du/ac average for new projects	Suburban Neighborhoods provide a lower intensity, quieter, family-living environment but are still well connected to surrounding neighborhoods, retail areas as well as natural and agricultural open spaces. Because Suburban Neighborhoods are less compact than General Neighborhoods, they are inherently less walkable and amenities such as parks, schools and convenience retail are farther from most residences. Accordingly, greater accommodation is provided to the automobile in these Neighborhoods, and greater attention must be paid to bike routes.
General Neighborhood	7 – 25 du/ac, with 12 du/ac average for new projects	General Neighborhoods provide a diversity of housing that meets the needs of Coachella's many household sizes, incomes, and lifestyle preferences. General Neighborhoods integrate a range of single- and multi-family housing options within a green, walkable neighborhood environment that offers parks and playgrounds for their residents and access to schools and basic shopping needs within a comfortable walk, bike ride or short drive.
Urban Neighborhood	20 – 38 du/ac with 30 du/ac average for new projects	Urban Neighborhoods create a high-intensity, walkable, transit-ready neighborhood with a variety of types of housing - predominantly multi-family of various types. Urban Neighborhoods should be located in close proximity to high quantities of commercial, civic and recreational uses. The value of the Urban

Table C-1: City General Plan Residential Land Use Designations

General Plan Designation	Allowed Density	Description
		Neighborhood derives from its compactness, and the degree to which it allows a larger number of residents to live near one another, within easy walking distance of parks, schools, shops, transit and employment.
Neighborhood Center	15 – 40 du/ac	This designation creates a concentration of commercial businesses and civic amenities—often mixed with multi-family housing—within convenient walking or biking distance of nearby neighborhoods. Centers provide gathering places for the residents of surrounding neighborhoods and are ideal locations for high-quality transit stops.
Downtown Center	20 – 65 du/ac	As Neighborhood Centers bring residents of surrounding neighborhoods together by providing a convenient and congenial environment for everyday shopping and dining, the Downtown brings the entire community together in a one-of-a-kind Coachella center that is the civic heart of the City.
Urban Employment Center	30 – 65 du/ac	This General Plan designation provides space for a range of employment uses to help expand and diversify the City's economy and transform Coachella from a small town to a full-service city. The desired employment uses are office and research and development rather than industrial uses such as manufacturing, distribution and warehouse. The employment uses are supported by retail, service and similar uses. Residential uses are allowed in residential-only buildings or in a mixed-use configuration with ground-floor retail. Also allowed are higher education uses (such as a college or university) designed in urban setting.
Regional Retail District	10 – 15 du/ac	This designation provides opportunities for a wide range of shopping and entertainment in a variety of urban and suburban formats. These include regional shopping centers, mixed destination centers or similar uses. The uses allowed in this designation will cater to regional clientele and provide a unique amenity to all residents of the Coachella Valley and an important revenue source for the City. The primary purpose of the District is to provide for commercial opportunities, with residential uses supporting the retail environment.
Source: City of Coachella Ge	eneral Plan (2015)	

#### **Zoning Districts**

Title 17 of the Coachella Code of Ordinances contains the Zoning Ordinance. This section analyzes the Zoning Ordinance and the zones which allow residential development.

There are a total of seven base zones and three overlay zones as well as ten zones within the La Entrada and Vista Del Agua Specific Plans that allow residential development with various densities and housing types. Table C-2 lists the zones that allow residential development with a description of each.

**Table C-2: Residential Zones** 

Zone	Description
Agricultural Reserve Zone	This zone is intended to preserve certain designated prime agricultural lands within the city and protect those lands, which are deemed to be agricultural preserves, from the intrusion of urban development incompatible with agricultural land uses. This zone designation is reserved for only those lands which are subject to recorded Williamson Act contracts pursuant to Government Code, §51200 et seq.
Agricultural Transition Zone	This zone has the purpose of permitting the continued agricultural use of those lands suited to eventual development in other uses and zones, pending proper timing for the economical provisions of utilities, major streets, and other facilities, so that compact, orderly development will occur.
Residential Estate Zone	This zone is intended to provide for the establishment of residential areas which are to be developed at low density and with reasonable and adequate limitations, safeguards, and controls for the keeping and maintenance of horses in those areas of the city where noncommercial equestrian activities may be an integral part of the neighborhood amenities.
Single-Family Zone	This zone is intended to provide areas within the city where development is limited to low-density concentrations of single-family dwellings, and to stabilize and protect the residential character of such areas. It has the further purpose of the provision of community facilities needed to complement urban residential areas and for institutions which require a residential environment and to minimize traffic congestion and to avoid an overload of utilities designed to service only low-density residential uses. The provisions of this zone are intended to encourage a suitable environment for family life through the regulation of densities of development, yards, fencing, heights, and similar aspects of development.
Residential Overlay Zone	The R-O-6000 zone is intended to provide adequate housing for all persons regardless of age, race, ethnic background, national origin, religion, family size, marital status, handicap, or any other arbitrary factor so long as such use is consistent with sound standards of public health and safety. It has the further purpose of maintaining and promoting residential living environments compatible and in harmony with the previously established patterns of development of existing low- and moderate-income housing. As such, the objective of this zoning designation is to provide the City with a device needed to correct existing shortages and to meet projected growth needs within the city.
Multiple-Family Zone	This zone is intended to provide for the establishment and expansion of multiple-family residential development areas at various medium and high population densities and related community services, all located in conformance with the general plan.
Mobile Home Subdivision Zone	It is the intent of this chapter to provide regulations for the placement of mobile homes on individual lots within an approved subdivision specifically designed and designated for the sale, not rental, of lots to accommodate mobile homes as the dwelling unit. The minimum site that may be zoned for this purpose shall be twenty (20) acres, including one-half but not to exceed thirty-three (33) feet of width of adjacent boundary streets dedicated to the public.

Table C-2: Residential Zones

Zone	Description
Neighborhood Commercial Zone	This zone is intended to provide for every day, convenience shopping intended to serve residential neighborhoods, consistent with the environmental requirements of such neighborhoods. Convenience shopping facilities are those which provide space for retail and service businesses serving the immediate neighborhood. The provisions of this zone are intended to minimize or eliminate, insofar as possible, any conflicting aspects of commercial land use within residential neighborhoods, particularly as related to traffic, type of activity, and site requirements.
Senior Housing Overlay Zone	The senior housing overlay district (SHO) is established to provide for the development of senior citizen housing pursuant to standards that reflect the unique needs and character of senior citizen housing in the city of Coachella. As such, it is the objective of this overlay district to encourage the development of senior citizen housing with appropriate amenities tailored to the needs of seniors to address the current shortage of affordable senior housing in the city as well as the projected growth needs of the senior citizen community. The SHO District shall provide standard incentives for the development of a wide variety of specialized housing designed and restricted to residents aged fifty-five (55) years or older and qualified disabled residents.
Planned Unit Developments	The purpose of this chapter is to provide for attractive, planned, residential districts in accordance with the general plan; to provide a means of achieving greater quality, variety and flexibility in residential development on relatively large areas of land; to encourage more imaginative and innovative design of projects; to promote more desirable living environments that would not be possible through the strict application of zoning standards; to assist in the development of old or blighted neighborhoods by providing incentives for higher quality multiple residential housing and project design; to require a more efficient use of open space, separation of pedestrian and vehicular traffic and increased project amenities; to insure that such projects will be assets to their surrounding neighborhoods, and safeguards will be required through the conditional use procedure. The overall plan shall provide equivalent or higher standards of development, operation, light, air, safety, convenience, and aesthetics, than if developed under the underlying zone.
La Entrada Specific Plan	
Very Low Density Residential	The VLDR land use designation proposes up to approximately 133 residential dwelling units within two planning areas on approximately 66.4 acres of the site. As proposed, this land use designation will allow a range of 0.5-2.9 dwelling units per acre, located in the Hillside Village within the easternmost portion of the site. The lower density associated with this designation is meant to complement the surrounding open space areas located adjacent to these planning areas, and work with the existing landforms to create a neighborhood that blends with the existing slopes and uses landform grading to the extent possible.
Low Density Residential	The LDR land use designation proposes up to approximately 2,055 residential dwelling units within nine planning areas on approximately 448.7 acres. As proposed, this land use designation will allow a range of 3.0-5.9 dwelling units per acre, located predominantly within the northeastern portions of the Specific Plan area east of Street "A". Many of these planning areas are located in areas of higher elevation adjacent to the open space areas along the northeastern edge of the Specific Plan. This low intensity land use provides a transition between the open space areas and the higher intensity development areas of the project.
Medium Density Residential	The MDR land use designation proposes up to approximately 3,060 residential dwelling units within 19 planning areas on approximately 374.2acres of the site. As proposed this land use designation will allow a range of 6.0-12.9 dwelling units per acre, although densities could be lower, and will be located predominantly along the southwestern portion of the Specific Plan area, with a majority of them sited west of Street "A". Many of these planning areas are located adjacent to the Village Paseo, park/recreation and open space areas of the Specific Plan and are associated with the community core areas of each village (which are comprised of mixed use and higher density residential uses).

Table C-2: Residential Zones

Ze	one	Description
High Densit	ty Residential	The HDR land use designation proposes up to approximately 1,832 residential dwelling units within six planning areas on approximately 91.6 acres of the site. As proposed this land use designation will allow a range of 13.0-25 dwelling units per acre, although densities could be lower, and will be located in close proximity to Mixed Use areas proposed in the Specific Plan. The HDR planning areas are mainly located along the major collector/arterial roadways within the Specific Plan and adjacent to the freeway. In addition, HDR uses are anticipated within the Mixed Use areas of the plan (see discussion below).
Mixed Use Residential  Vista del Agua Specific		The Mixed Use designation proposes development of commercial/retail/office and community uses, along with high density residential uses in strategic locations through the site, associated with three Community Core areas of the project. The primary and largest Mixed Use location is proposed at the intersection of Avenue 50 and Street "A" in the Gateway Village in the northwestern portion of the site. Avenue 50 within this area is proposed to connect to Interstate 10, which will provide this portion of the site freeway access. Two other less intense Mixed Use areas are proposed along the Street "A" corridor. The three Mixed Use areas are connected by the Village Paseo and the offstreet trail system on Avenue "A", or a potential future Sunline Transit Agency bus route extension.  Totaling approximately 135 acres, the MU designation will allow up to 99 acres of retail commercial and office use and up to approximately 720 high density residential units within 8 planning areas. Commercial development potential associated with the Mixed Use designation is estimated at approximately 1,510,879 square feet of retail commercial and office use based on an average floor area ratio of 0.35. Maximum FAR is 0.45 as outlined in the Development Regulations of this Specific Plan.
Vista del Aç	gua Specific P	Plan
Single- Family Residential	R-1 4,000	The range of housing types within the Vista Del Agua Specific Plan includes a variety of single-family dwelling types, R-1 4,000, R-1 5,000 and R-1 6,000 residential are incorporated into four planning areas. These single-family areas are composed of four thousand square foot (4,000 sf) lot minimums, five thousand square foot (5,000 sf) lot minimums and six thousand square foot (6,000 sf) minimum lots. These three (3)
T COIGOTHAI	R-1 6,000	minimum lot sizes will allow for a variety of single family detached residences within the proposed community.
Multi-	Cluster	The multi-family residential component to the Vista Del Agua Specific Plan consists of three planning areas.  Planning Areas 2 & 3 will contain seventeen point four acres (17.44 ac.). These planning areas are located within walking distance to major thoroughfares, employment centers and commercial services, and therefore will contain the highest density in the Vista Del Agua Specific Plan at twenty units per acre (20 DU/ac.) This multi-family attached
Family Residential	Multi-Family	designation is characterized by low-rise condominiums or apartment buildings. This development will provide buildings up to three stories in height with recreation and community facilities with common open space areas.  Planning Area 4 will contain twenty-two point zero five acres (22.05 ac.). This multi-family area will allow for row townhomes, auto-court townhomes, paired homes, condominiums, or duplex product types. This multi-family component will be developed at a maximum of 12 dwelling units per acre (12 DU/ac.) and will be located at the southwest corner of Street "A" and Avenue 47.
Source: City	of Coachella	General Plan (2015); La Entrada Specific Plan, Vista del Agua Specific Plan

## **Development Standards**

Development standards can constrain new residential development if the standards make it economically unfeasible or physically impractical to develop a particular lot, or there are not suitable parcels which meet the development criteria for building form, massing, height, and density in a particular zone.

Through its Zoning Ordinance, the City enforces minimum development standards for new residential uses. Table C-3 summarizes the basic standards for the City's zones that allow residential development.

Table C-3: Development Standards in Zones that Allow Residential Development

Zone	Zone	Min. Lot Size	Density (units/ acre)	rsi i		Max. Height	Max. Lot Coverage	Min. Open Space	
				Front	Side	Rear			
Agricultural Reserve Zone	A-R	40 acres	1 du/40- acre lot max.	Center line of street: 60 Street line: 20	20	25	2 stories or 35 ft., whichever is less	N/A	N/A
Agricultural Transition Zone	A-T	5 acres	1 du/5-acre lot max.	Center line of street: 60 Street line: 20	20	25	2 stories or 35 ft., whichever is less	N/A	N/A
Residential Estate Zone	R-E	20,000 sq.ft.	1 du/ac max.	Center line of street: 60 Street line: 20	20	25	2 stories or 35 ft., whichever is less	N/A	N/A
Single-Family Zone	R-S	Interior lots: 7,200 sq.ft. Corner lots: 7,200 sq.ft. Avg. for subdiv.:: 7,000 sq.ft.	6 du/ac max.	Main Unit: 15 Front-loading garages: 20 Side-loaded garages: 12	5 + 10 (15 combined) Street side: 10	20	2 stories (30 ft.)	40%	N/A
Residential Overlay Zone	R-0- 6000	6,000 sq.ft.	7 du/ac max.	Main Unit: 20 Side entry garage: 12	Interior lots: 5 Street side: 10	15	2 stories or 35 ft., whichever is less	40%	N/A
Multiple- Family Zone	R-M	Single- family detached: 5,000 sq.ft. Single- family attached: 4,500	21 du/ac max.	15	Interior and corner lots: 5	20	3 stories or 45 ft., whichever is less	N/A	25% of req. lot area per DU

Table C-3: Development Standards in Zones that Allow Residential Development

Zone	Zone	Min. Lot Size	Density (units/ acre)	Min. S	Setbacks (f	t.)	Max. Height	Max. Lot Coverage	Min. Open Space
				Front	Side	Rear			
		sq.ft.  Multi- family (5+ DU): 10,000 sq.ft.							
Mobilehome Subdivision Zone	R-MH	4,500 sq.ft.	9 du/ac max.	20 Min street frontage: 35	5	5	Primary use: 15 ft. Accessory use: 15 ft. Conditional use: 2 stories or 35 ft., whichever is less	N/A	N/A
Neighborhood Commercial Zone	C-N	5,000 sq.ft.	8 du/ac max.	One or both adjoining zones are res.: equal in depth to the avg. of req. front yards of adjoining zones	Adjoining street or res. Zone: 10 Reversed corner lot: no less than the req. front yard of adjoining key lot to the rear	Adjoining res. zone: 10 Adjoining res. Use: 20	2 stories or 35 ft., whichever is less	None	N/A
Senior Housing Overlay Zone	SHO	Multi- family: 20,000 sq.ft. Single- family: 2,500 sq.ft.	Dependent upon base zone	Detached single-family: 20 Additional 1 ft. of setback per every foot in height over 18 ft.	Detached single- family: Interior side: 5 Exterior side: 10	Detached single- family: 10	Single- family detached: 18	N/A	N/A
La Entrada Spe	ecific Pla	an							
Very Low Density Residential	VLDR	10,000 sq.ft	0.5-2.9 du/ac	Living space: 20	Interior: 10 (10% of lot width)	Living space: 15 Porch, balcony, or deck: 10	Primary structure: 25 Accessory structure: 15	60%	N/A

Table C-3: Development Standards in Zones that Allow Residential Development

Zone	Zone	Min. Lot Size	Density (units/ acre)			Max. Height	Max. Lot Coverage	Min. Open Space	
				Front	Side	Rear			
Low Density Residential	LDR	5,500 sq.ft.	3.0-5.9 du/ac	Street: 10 to street: Accessory structure: 15		65%	N/A		
Medium Density Residential (Detached)	MDR	1,925 sq.ft.	6.0-12.9 du/ac	street Living space:	Interior, alley, or motor court: 5 Street: 10	space adjacent to street: 10	Primary structure: 36 (2 stories) Accessory: 15	70%	Private: 80 sq.ft. per unit Common: 100 sq.ft. per unit
Medium Density Residential (Attached)	MDR	N/A	6.0-12.9 du/ac	Facing the street Living space: 8  Facing motor court Living space: 5  Facing paseo Living space: 5	Interior, alley, or motor court: 5 Street: 10	Living space adjacent to street: 12 Living space not adjacent to street: 10 (5 on motor court) Patio cover, balcony, or deck: 5 (3 on motor court)	Primary structure: 36 (2 stories) Accessory: 15	70%	Private: 80 sq.ft. per unit Common: 100 sq.ft. per unit

Table C-3: Development Standards in Zones that Allow Residential Development

Zone	Zone	Min. Lot Size	Density (units/ acre)	Î		Height			Min. Open Space
				Front	Side	Garage:			
High Density Residential (Detached)	HDR	1,750 sq.ft.	13.0-25.0 du/ac	Facing the street Living space: 5  Facing motor court Living space: 5  Facing paseo Living space: 3	Interior or alley: 5 Street: 10	January 184 Living space adjacent to street:  10 Living space not adjacent to street:  5 Patio cover, balcony, or deck: 3 Garage: 3-8 or 18+	Primary structure: 45 (3 stories) Accessory: 15	70%	Private: 80 sq.ft. per unit <sup>1</sup> Common: 100 sq.ft. per unit <sup>1</sup>
High Density Residential (Attached)	HDR	N/A	13.0-25.0 du/ac	Facing the street Living space: 5  Facing motor court Living space: 5  Facing paseo Living space: 3	Interior, alley, or motor court: 5 Street: 10	Living space adjacent to street: 10 Living space not adjacent to street: 5 Patio cover, balcony, or deck: 3 Garage: 3-8 or 18+	Primary structure: 45 (3 stories) Accessory: 15	75%	Common: 80/48 <sup>2</sup> sq.ft. Private: 100/150 <sup>2</sup> sq.ft.
Mixed Use Residential	MU	N/A	13.0-25.0 du/ac	Facing the street Living space: 5  Facing motor court Living space: 5  Facing paseo	Interior, alley, or motor court: 5 Street: 10	Living space adjacent to street: 10 Living space not adjacent to street: 5 Patio cover, balcony,	Primary structure: 45 (3 stories) Accessory: 15	75%	Common: 80/48 <sup>2</sup> sq.ft. Private: N/A

Table C-3: Development Standards in Zones that Allow Residential Development

Zone	Zone	Min. Lot Size	Density (units/ acre)	ts/ e) Front Side Rear		t.)	Max. Height	Max. Lot Coverage	Min. Open Space
					Side	Rear or deck: 3			
				Living space: 5		Garage: 3-8 or 18+			
Vista del Agua	Specific	Plan							
Single-Family Residential	R-1 4,000	4,000 sq.ft.	7.0 du	Living area: 12 Porches: 8	Interior: 5 Street: 10 Turn in garage: 3	Main structure: 15 Garage: 5 Patio cover: 5 Second story deck: 10 Accessory structure: 3	Main structure: 35 Accessory structure: 14	55%	Common: 7% of planning area
	R-1 5,000	5,000 sq.ft.	6.0 du	Living area: 15 Porches: 8	Interior: 5 Street: 10 Turn in garage: 3	Main structure: 15 Garage: 5 Patio cover: 5 Second story deck: 10 Accessory structure: 3	Main structure: 35 Accessory structure: 14	55%	Common: 7% of planning area
	R-1 6,000	6,000 sq.ft.	5.0 du	Living area: 17 Porches: 8	Interior: 5 Street: 10 Turn in garage: 3	Main structure: 15 Garage: 5 Patio cover: 5 Second story deck: 10 Accessory structure: 3	Main structure: 35 Accessory structure: 14	55%	Common: 7% of planning area
Multi-Family Residential	Cluster Develop- ment	5,000 sq.ft.	12.0 du	Perimeter building: 15 Interior building: 10	Perimeter building street: 15 Perimeter building property line: 10 Interior	Perimeter building street: 15 Perimeter building property line: 15	40	60%	Common: 7% of planning area

Table C-3: Development Standards in Zones that Allow Residential Development

Zone	Zone	Min. Lot Size	Density (units/ acre)					nits/		Max. Lot Coverage	Min. Open Space
				Front	Side	Rear					
					building street: 10 Interior building property line: 0	Interior building: 0					
	Multi- Family	7,200 sq.ft.	20.0 du	Building: 20 Parking: 20	Interior: 5 Street: 10 Turn in garage: 3	Building: 15 Parking: 20	55	60%	Common: 7% of planning area Private ground level: 50 sq.ft. (min: 7 ft. horizontal, 8 ft. vertical)		

<sup>&</sup>lt;sup>1</sup> The standards only apply to detached motor court cluster product types.

Source: City of Coachella Zoning Ordinance; La Entrada Specific Plan, Vista del Agua Specific Plan

#### Conclusion

The development standards in Table C-3 present a constraint to the development of housing. Only one zone, R-M, allows multi-family housing as a primary use, at a maximum of three stories. Density achievable under the R-M zone is limited to 20 units per acre, below the 30 units per acre threshold HCD determines feasible for affordable housing development. The C-N zone allows for multi-family dwelling units as well, but it is limited to the second story in a maximum two-story building. The density ranges for multi-family dwellings are complicated and vary depending on lot size and the number of units. The vast majority of base zoning districts only allow for single-family dwellings on moderate to large lots. The La Entrada Specific Plan allows for multi-family housing but limited to three story buildings. In addition, the requirement of an architectural review of all residential development with no objective criteria presents a constraint to the development of housing, as a subjective approval process can be unpredictable. Beyond the subjective criteria for mobilehomes in the A-R, A-T, and R-E zones, no design criteria is given for residential development. The City proposes Program 5.1 to update the Zoning code to facilitate production of a variety of housing types, at densities consistent with the General Plan.

<sup>&</sup>lt;sup>2</sup>150 sq.ft. of common outdoor open space and 48 sq.ft. of private outdoor open space shall be provided for multi-family flat product types.

## **Parking Standards**

Table C-4 displays the required parking rates for residential land uses, applicable to all zones.

Table C-4: Parking Rates for Residential Land Uses

Residential Use	Required Number of Spaces
Single-Family, Detached	
R-0-6000 overlay zone	1 enclosed space per unit
In all other zones	2 enclosed space per unit
Multi-Family, Attached Single-Family, Duplexes	
1-bedroom or studio	1 covered space + 2/3 open space per unit
2 or more bedrooms	1 covered space + 1 and 1/3 open space per unit
Boardinghouses, Fraternities and Group Living Quarters	1 space per resident
Convalescent and Sanitariums, Nursing Homes, Rest Homes, Retirement Homes and Similar Establishments	1 space per each 3 licensed beds
Senior Housing Overlay Zone	
Active Retirement Community	
Single-Family Units	2 enclosed parking spaces per unit; 1 space per nonresidential employee on the largest shift.
Townhome/Condominium	2 enclosed parking spaces per unit; 1 space per nonresidential employee on the largest shift; 1 guest space per 5 units.
Apartment	1 space for per bedroom; 1 space per nonresidential employee on the largest shift; 1 guest space per 5 units.
Independent Living Units	1 covered or enclosed parking space per unit; 1 parking space per nonresident employee on the largest shift; one guest space per 5 units.
Congregate Housing	One-half covered or enclosed space per unit; 1 parking space per nonresident employee on the largest shift; 1 guest space per 5 units; 1 space per 2 nonresident employees on the largest shift.
La Entrada Specific Plan	
Single-Family/Residential	2 spaces per du covered or within a garage
Attached/Multi-Family	
Studio/1-bed	1 space per du, covered or within a garage
2+ beds	1 space per du, covered or within a garage 1.33 spaces per unit of open parking
Vista del Agua Specific Plan	
R-1 4,000/5,000/6,000	2 garage spaces
Cluster Planning Development Area	2 spaces per unit, plus 1 non-exclusive space per unit to be located within 150 ft. of the cluster as measured from curb line at the intersection of the public street or private access-way and the shared drive. Minimum of 3 total spaces per unit.
Multi-Family Planning Area	Private:

Table C-4: Parking Rates for Residential Land Uses

Residential Use	Required Number of Spaces
	1-bed units - 1.75 spaces, including 1 space in a garage or carport
	2-bed units - 2 spaces, including 1 space in a garage or carport
	3-bed units - 2.5 spaces per unit, including 2 spaces in a garage or carport
	Guest:
	3 to 50 units - 1 space per 4 units
	51 to 100 units - 1 space per 5 units
	101+ units - 1 space per 6 units

<u>Shared and Off-Site Parking:</u> In addition to the standards in Table C-4, the Zoning Ordinance contains a section on shared and off-street parking, as a means of reducing the total number of required on-site parking spaces for different uses. Section 17.52.010.G (Shared and Off-Site Parking) dictates that shared or off-site parking can be allowed through a Conditional Use Permit approval, if the application complies with the following requirements:

- 1. A parking study addressing the potential peak parking demand and an actual parking survey of the parking facility under consideration shall be submitted.
- 2. Sufficient evidence shall be presented demonstrating that no substantial conflict in the principal hours or periods of peak demand for the structures or uses for which the joint use is proposed will exist.
- Parties concerned in the use of shared or off-site parking facilities shall provide evidence
  of agreements for such use by a proper legal instrument, which shall be recorded in the
  office of the county recorder with two copies thereof filed with the planning division as a
  condition of any approval.
- 4. In no case shall the total parking reduction be allowed to exceed fifty (50) percent of the total parking for all uses combined.
- 5. Any off-site parking shall be located so that it will adequately serve the use for which it is intended, with safe and convenient access without unreasonable hazard to pedestrian, vehicular traffic, or traffic congestion, and shall not be detrimental to the use of any business, property or residential neighborhood in the vicinity.

#### Conclusion

Generally, the parking standards in Table C-4 present a constraint to the development of housing. A point of clarity could be made regarding the fractional "open space per dwelling unit" applying to multi-family units. Multi-family units in other comparable jurisdictions tend to require an extra space or fraction dedicated for guest spaces or some other specified use. If the Zoning Ordinance is intentionally requiring 1.6 spaces per dwelling unit, without qualifying the open space for guests,

this requirement is generally more than most jurisdictions require and constrains the development of dense multi-family development. In addition, requiring 1.6 spaces for a studio dwelling unit will constrain the development of dense multi-family development, or affordable housing typologies whereas much parking is not needed. While the Zoning Ordinance does offer potential relief from parking requirements through shared and off-site parking, these can only be achieved in certain circumstances and require a Conditional Use Permit, even if the use is allowed by right. The Zoning Ordinance could provide more alternative parking reduction solutions such as lowering the requirement when providing bicycle parking, for affordable projects, or for projects near transit (see Program 5.3 to modify parking regulations).

## **Provisions for a Variety of Housing**

The City has adopted provisions in its Zoning Ordinance that facilitate a range of residential development types. Table C-5 identifies the different housing types and how they are permitted in the main zones that allow for residential uses.

Table C-5: Housing Types Permitted by Base Zone

	Base Zones									
Housing Type	A-R	A-T	R-E	R-S	R-0- 6000	R-M	R-MH	C-N	SHO	
Single-Family	Α	Α	Р	Р	Р	Р				
Duplex						Р				
Multi-Family					С	Р		C <sup>1</sup>		
Accessory Living Quarters for Employees	А	А								
Active Retirement/Independent Living Community and Congregate Housing Community									Р	
Boarding, Rooming, and Lodging Houses					С	Α				
Convalescent homes, Rest Homes, and Sanitaria						А				
Emergency Shelter										
Farmworker Housing	С	С			С					
Guest Houses, Accessory Living Quarters, and Servants Quarters			Α							
Manufactured Homes					С					
Mobile Home Parks						N	Р			
Secondary Housing Units (ADUs)				Α	С					
SRO Unit					N					
Supportive Housing	Α	Α	Р	Р	С	Р	Р	C <sup>1</sup>	Р	
Transitional Housing	Α	Α	Р	Р	С	Р	Р	C <sup>1</sup>	Р	

Table C-5: Housing Types Permitted by Base Zone

	Base Zones								
Housing Type	A-R	A-T	R-E	R-S	R-0- 6000	R-M	R-MH	C-N	SHO
P = Permitted (Primary Use)									
A = Permitted (Accessory Use)									
C = Conditionally Permitted									
N = Not Permitted									
<sup>1</sup> Limited to second story.									
Source: City of Coachella Zoning Ordina	ance								

Table C-6: Housing Types Permitted by Specific Plan Zone

		Vista Del Agua Specific Plan				La Entrada Specific Plan				
	Sin	Single-Family		Multi-Family		La Entrada Specific Plan				
Housing Type	R-1 4,000	R-1 5,000	R-1 6,000	Cluster	Multi- Family	VLDR	LDR	MDR	HDR	MU
Single-Family	Р	Р	Р	Р		Р	Р	Р	Р	P 1
Duplex								Р	Р	Р
Multi-Family				Р	Р				Р	Р
Live/Work								С	С	
Mobile Home Parks						N	N	N	N	
Secondary Housing Units (ADUs)						Р	Р	Р		
Senior Housing Facilities					Р	С	С	Р	Р	Р
P = Permitted (Primary Use)	1	1	ı			ı		I		

A = Permitted (Accessory Use)

C = Conditionally Permitted

N = Not Permitted

<sup>1</sup> Townhomes only.

Source: Vista Del Agua Specific Plan, La Entrada Specific Plan

Accessory Dwelling Units (ADUs): The City's Accessory Dwelling Unit standards were last updated in 2019 to comply with California Government Code §65852.2 and §65852.22. The City does not comply with the most recent State requirements for ADUs. The City must comply with new regulations. See Program 5.5 to reflect the new State law.

Emergency Shelters: Emergency shelters are allowed in the M-S Manufacturing Service Zone byright, without discretionary review. Outside of any Specific Plans, emergency shelters are only permitted in the M-S zone. Emergency shelters must comply with the following criteria:

- 1. Emergency shelters shall be operated by a responsible agency or organization, with experience in managing or providing social services;
- 2. The shelter shall provide at least one qualified on-site supervisor at all times, plus one attendant for each fifty (50) occupants;
- 3. A shelter shall not be approved when another homeless shelter is existing within three hundred (300) feet of the proposed site;
- 4. Emergency shelters shall provide a setback of thirty (30) feet from the shelter building to any residential zone;
- 5. Parking shall be supplied at a ratio of one vehicle space per ten (10) beds, and one secured bicycle parking area designed to accommodate up to one bicycle per ten (10) beds;
- 6. Each shelter shall be limited to a maximum occupancy of fifty (50) persons, including warming shelters and daytime facilities; and
- 7. A management plan shall be required to address how the immediate sheltering needs of individuals who may be turned away from the shelter will be handled. The management plan shall establish a maximum length of time for which clients may be accommodated.

The above development standards, with the exception of the parking and separation requirements, comply with Government Code Section 65583(a)(4)(A), which requires that emergency shelters may only be subject to those development and management standards that apply to residential or commercial development within the same zone and certain, objective standards. Though setback requirements are not among the approved objective standards, all uses in the M-S zone are subject to a 30-foot setback where they abut a residential zone. The number of required parking spaces does not reflect the parking necessary to only accommodate shelter staff. Therefore, these requirements will be amended to be consistent with state law, which requires sufficient parking for emergency shelter staff, provided that it is not more parking than is required for other residential or commercial uses within the same zone (Government Code §65583(a)(4)(A)). Furthermore, state law only allows a separation requirement of up to 300 feet between emergency shelters. A program has been included to amend the number of parking spaces require and separation requirement to be consistent with the state law (e.g., limitation of a maximum separation requirement of 300 feet) (Program 1.9).

Parcels in the M-S Manufacturing Service Zone are predominantly located along Grapefruit Blvd./Highway 111, with others located to the north along Interstate 10, to the east adjacent/south of 52<sup>nd</sup> Ave., and to the south on land owned by the Augustine Band of Cahuilla Indians west of Harrison St. There are a total of 86 M-S zoned parcels in the City, with an average lot size of 6.6 acres.

Of these M-S parcels, 15 are vacant, with an average lot size of five acres, totaling 351.5 acres of vacant land in the M-S Zone. Four of these parcels are within a half-mile of transit, food, and medical service, including:

- APN 603-232-016 (3.8 acres) Near City's northern border along Avenue 48; features an
  existing occupiable building (29,180 sf) and for-sale as of May 2023
- APN 778-030-005 (14.5 acres) Near Downtown, occupied by four industrial buildings leased to the Union Pacific Railroad
- APN 778-191-004 (7.92 acres) Near Downtown, vacant
- APN 778-180-001 (2.57 acres) Near Downtown, vacant

According to the 2023 Riverside County Homeless Point-in-Time (PIT) Count, there were an estimated 74 persons experiencing homelessness in Coachella, of which 67 were unsheltered (see Appendix A, Section A.3.5). The City conservatively assumes a rate of one bed per 600 square feet. Considering these assumptions, the 10.49 acres of vacant land near downtown could accommodate over 700 emergency shelter beds.

In addition, the City has hundreds of acres of vacant land in other zones that allow residential uses with access to amenities and services. Most specifically, there are 25.44 acres of land in the Downtown Center, which is applied in the core of the City, closest to the majority of City services and transit. Using a similarly conservative square footage estimate, the City has capacity on vacant parcels in the Downtown Core for over 1,800 beds. The table below outlines the vacant land capacity and corresponding General Plan designation. For more information on these sites, see Appendix B, Section B.3.3 (Housing Sites Table).

Land Use Designation

Vacant Land (Acres)

Downtown Center (DC)

25.44

General Neighborhood (GN)

Neighborhood Center (NC)

Suburban Neighborhood (SN)

Urban Employment Center (UE)

169.78

Urban Neighborhood (UN)

78.08

Table C-7: Vacant Land Area

As indicated in Program 1.1 of the Housing Element, the City relies on the General Plan land use designations for the site inventory, as the General Plan land use designation is a more accurate and recent reflection of the land use policy across the City. AB 2339, among other things, requires cities to accommodate emergency shelters in zones which also allow residential development. The City includes Program 1.14 to amend the Zoning Code to comply with AB 2339.

<u>Farmworker Housing:</u> The Zoning Ordinance does allow for farmworker housing, specifically designated as either "Farm labor camps" or "Facilities used for the purposes of providing shelter for migrant agricultural works" in the A-R, A-T, and R-O-6,000 zones by Conditional Use Permit.

Neither of these uses are defined in Chapter 17.06 (Definitions) to help further distinguish their use. The Zoning Ordinance has not been amended to comply with Health and Safety Code §17021.5 and §17021.6 which requires employee housing for six or fewer persons to be treated as a single-family structure and residential use in a residential zone and employee housing consisting of no more than 36 beds in group quarters designed for use by a single family or household to be treated as an agricultural use in a zone that allows agricultural activities. No conditional use permits, zoning variances, or other zoning clearance are to be required. As shown in Table A-10, 9.2 percent of Coachella workers are employed in farming, fishing, and forestry occupations in Coachella. Given the proximity to farmland located just outside City limits, there is a high demand for this residential housing type. The City proposes Programs 1.10 and 5.10 to facilitate housing for farmworkers.

#### Manufactured Homes and Mobile Home Parks:

The City does not have standards or requirements for manufactured homes on permanent foundations. To ensure manufactured homes are explicitly allowed in residential areas, as required by state law, the City proposes Program 5.7.

Chapter 17.52 (Mobilehome parks) provides supplemental standards for the development of mobile home parks in Coachella. Mobile home parks are subject to the following development standards:

#### 1. Lot Requirements:

- a. Minimum lot size: 5 acres.
- b. Density: One mobilehome for each 4,500 sq. ft. of gross lot area.
- c. Lot width and depth shall be determined by the Planning Commission or City Council when the Conditional Use Permit is considered.

#### 2. Yard Requirements:

- a. Front Yard: 25 feet minimum.
- b. Side Yard: 15 feet minimum.
- c. Rear Yard: 15 feet minimum.
- 3. Requirements for Individual Mobilehome Sites within a Mobilehome Park:
  - a. Minimum individual site size shall be 3,000 sq. ft.
  - b. Each site shall have a minimum width of 35 feet.
  - c. Each mobilehome shall be set back at least five feet from the edge of any interior site roadway.

#### 4. Height Limits:

a. Height limits shall be those in the zone in which a mobilehome park is authorized.

#### 5. Distance Between Buildings and Mobilehomes:

- a. There shall be a minimum average distance between mobilehomes of twenty (20) feet; except that where placed end to end, the distance may be reduced by ten (10) feet.
- b. There shall be a minimum distance between mobilehomes and accessory buildings of fifteen (15) feet.
- c. There shall be a minimum distance between accessory buildings of ten (10) feet.

#### 6. Useable Open Space:

- a. A common recreational-leisure area shall be provided for each mobilehome park. Such recreational-leisure area shall be for the purpose of providing usable open space for the residents of the mobilehome park and shall not be for the use of the general public.
- b. The size of such recreational-leisure area shall be equal to at least four hundred (400) square feet for each mobilehome site. Cabanas, swimming pools, decks, game areas, and similar uses may be included in such an area.

Supplemental development standards for mobilehome parks are common in the region and the standards above do not constrain the development of mobilehome parks.

Mobilehomes in the A-R, A-T, and R-E Zones are subject to Architectural Review and compliance with the following:

- All mobilehomes subject to this review process shall be certified under the National Mobilehome Construction and Safety Act of 1974; and permanent foundations shall be approved by the building official; and roof material. Roof overhang and exterior finish materials shall be the same as typically used on conventional single-family structures.;
- 2. All mobilehomes shall be compatible with surrounding development;
- 3. All mobilehomes subject to the same development standards that apply to a conventional single-family dwelling; and
- 4. All mobilehomes shall be allowed to be placed upon any lot of record. (A-T and A-R only)

<u>Multi-Family:</u> Section 17.20.030 (Property development standards) contains standards that apply only to multi-family housing developments in the R-M zone. The development standards include lot size requirements, yard requirements, height limit, distance between buildings, and useable open space. Additionally, the Section requires minimum dwelling unit sizes for the following unit types:

1. Efficiency: 600 square feet

2. One-bedroom: 750 square feet

3. Two-bedroom: 900 square feet

#### 4. Each additional bedroom: 150 square feet

The three-story maximum building heights in the R-M zone coupled with large minimum unit sizes for efficiency and one-bedroom units presents a constrain the maximum potential density for a multi-family residential development. To address this, the City proposes Program 5.4 to remove unit size limitations.

<u>Single Room Occupancy (SROs):</u> A Single Room Occupancy unit is considered a small, affordable housing unit that can serve as an entry point into the housing market for people who previously experienced homelessness. The R-O 6000 overlay zone allows for "boardinghouses, transient occupancy facilities, and other such facilities needed for emergency housing", subject to Conditional Use Permit approval. The R-M zone allows for boarding and lodging houses as an accessory use. Neither zone provides criteria to specify how these uses must be developed or procedures to encourage their development. The City must update the Zoning Ordinance to provide a more specific use definition for SROs and provide development standards and procedures to allow for their development in specific zones. See Program 5.9.

<u>Supportive and Transitional Housing:</u> Chapter 633 of Senate Bill 2 requires that supportive and transitional housing be permitted as a residential use, subject only to restrictions that apply to other residential dwellings of the same type in the same zone. The Zoning Ordinance does not mention Supportive and Transitional Housing as permitted uses in zones which allow residential dwellings. The lack of specific references to these required residential use types displays a deficiency in the Zoning Ordinance. The City must update the Zoning Ordinance to include Supportive and Transitional Housing as a residential use to avoid any potential impediments to their development. See Program 5.6.

#### **Housing for Persons with Disabilities**

The Lanterman Developmental Disabilities Services Act (§5115 and §5116) of the California Welfare and Institutions Code declares that mentally and physically disabled persons are entitled to live in normal residential surroundings. This classification includes facilities that are licensed by the State of California to provide permanent living accommodations and 24 hour primarily non-medical care and supervision for persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. It includes hospices, nursing homes, convalescent facilities, and group homes for minors, persons with disabilities, and people in recovery from alcohol or drug addictions. The use of property as a licensed residential care facility for the care of six or fewer persons is considered a residential use that is permitted in all residential zones. No local agency can impose stricter zoning or building and safety standards on these homes than otherwise required for homes in the same district.

Persons with disabilities normally have a number of housing needs that include accessibility of dwelling units. Persons with disabilities normally have a number of housing needs that include accessibility of dwelling units, access to transportation, employment, and commercial services; and alternative living arrangements that include on-site or nearby supportive services. Title 24 of

the California Code of Regulations ensures that new housing developments comply with and federal requirements for accessibility.

The City ensures that new housing developments comply with California building standards (Title 24 of the California Code of Regulations and the Americans with Disabilities Act (ADA)) and federal requirements for accessibility. The City defines a family as "a person or persons living together as a single housekeeping unit in a residential building" which is not based on relationship of the household or the number of persons. The City's definition does not unnecessarily constrain living configurations conducive to persons with disabilities.

The Zoning Ordinance does not provide a specific use for Residential Care Facilities with associated thresholds for the amount of people allowed to live on-site. The Zoning Ordinance contains uses such as Convalescent homes, rest homes, and sanitaria, Congregate Housing Community, and Continuum of Care. While only two base zones and one zone within the Vista del Agua Specific Plan allow these types of uses, four out of the five zones within the La Entrada Specific Plan allow assisted living-type uses either permitted by-right or by Conditional Use Permit with no thresholds for distinction. The Zoning Ordinance does not explicitly reference housing for persons with disabilities beyond senior homes with assisted living accommodations. To address this constraint the City proposes Program 5.8 to update their regulations to accommodate for persons with disabilities, distinguish residential care use types, and allow for any residential care facility with 6 or fewer persons to be allowed by-right.

#### **Reasonable Accommodation**

The Zoning Ordinance does not currently have a Reasonable Accommodation policy which establishes a formal procedure for individuals with disabilities seeking equal access to housing. The federal Fair Housing Amendments Act of 1988 and California's Fair Employment and Housing Act prohibit discrimination against individuals with disabilities in housing and require that jurisdictions take affirmative action to eliminate regulations and procedures that deny housing opportunities to individuals with disabilities. Local jurisdictions must provide flexibility for individuals with disabilities or developers of housing for individuals with disabilities in the application of local zoning and building regulations and procedures. The City must update the Zoning Ordinance to include a Reasonable Accommodation policy and associated procedures. See Program 4.2.

## **Incentives for Affordable Housing**

Chapter 17.88 (Density Bonus and Development Incentives) covers the City's Density Bonus provisions and incentives for the production of housing for very low income, low income, moderate income, and senior households.

In addition to the eligible density bonus percentage, an applicant may request one or more incentives or concessions in connection with its application for a density bonus. Section 17.88.040 (Number and types of density bonus and development incentives) lists the following available incentives and concessions:

- 1. A reduction in the site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 Section 18907 of Division 13 of Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in ratio of vehicle parking spaces that would otherwise be required and that results in identifiable, financially sufficient, and actual cost reductions;
- Approval of mixed-use development in conjunction with the housing development if the nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing development and surrounding development;
- 3. Other regulatory incentives or concessions proposed by the application or that the city determines will result in identifiable, financially sufficient, and actual cost reductions; and
- 4. Priority processing of a housing development that provides income-restricted units.

Additional incentives are offered for dedication of land, provision of childcare facilities, or preservation of affordable units in event of a condo conversion. These provisions for affordable housing bonuses and concessions were adopted during in 2013. There have been changes to State density bonus laws since 2013 (e.g., allowance for up to 50 percent density bonus). The City proposes Program 6.4 to update Chapter 17.88 to reflect current State law.

### **Replacement Policies**

The City does not have a condominium conversion ordinance. Section 17.88.040.F (Condominium Conversion Incentives for Low-Income Housing Development) allows for additional 25 percent density bonus, If the developer of a conversion project agrees to:

- 1. Provide at least thirty-three (33) percent of the total units of the proposed condominium project to persons and families of low or moderate income; or
- 2. Provide at least fifteen (15) percent of the total units of the proposed condominium project to lower income households; and
- 3. Agree to pay for the reasonably necessary administrative costs incurred by the city.

#### **Inclusionary Housing**

The Zoning Ordinance does not currently have an inclusionary housing policy or ordinance.

#### **Short-Term Rentals**

The City does not have a short-term rental (STR) ordinance to control or regulate the use of residential properties for temporary rental. The City does prohibit the use of ADUs or JADUs from rental periods shorter than 30 days. The City has not observed a reduction in the availability or affordability of housing resulting from short-term rentals.

## C.2.3 Building and Housing Codes and Enforcement

#### **City Building Code**

The City of Coachella adopted the 2019 California Building Code (CBC), including Chapters 2 through 35, and Appendix C, G, H, I, and J as adopted by the State of California, based on the 2018 International Building Code as published by the International Code Council. In addition, the City amended portions of the CBC relating to automatic sprinkler systems, cement types, grading, soils, and drainage devices.

#### **Code Enforcement**

The City's Code Enforcement Division enforces the City Code on a complaint basis and investigates violations of city ordinances regulating public health, buildings standards, and land use, among others. The Housing Element includes Policies B.d and B.e, as well as Programs 2.1, 2.2, and 2.4, to help maintain Code-compliant housing conditions.

#### C.2.4 Permits and Procedures

#### **Permits and Procedures**

The time required to process a project varies greatly from one entitlement to another and is directly related to the size and complexity of the proposal, as well as the number of actions or approvals needed to complete the process. Table C-8 identifies approvals and/or permits that could be required for planning entitlements along with their corresponding approval body.

**Table C-8: Review Authority** 

Permit/Approval	Approval Authority
Architectural Review	Planning Director/ Planning Commission/ City Council
Minor Modification	Planning Director
Conditional Use Permit	Planning Commission
General Plan Amendment	City Council
Variance	Planning Commission
Zone Change	City Council
Zoning Text Amendment	City Council
Specific Plan	City Council
CEQA Negative Declaration	Planning Commission or City Council
Environmental Impact Report	Planning Commission or City Council

The development review and permitting process is administered by the Development Services Department, including both the Planning Division and Building Division. A typical single-family development must submit a planning application, accompanied by a site plan and building plan sets, which is then reviewed and decision is made by the Planning Commission at a public hearing. Affordable housing projects would be considered for administrative review. Multi-family development of more than three dwelling units is subject to architectural review, approved by the Planning Commission, which makes a decision after conducting a public hearing. Affordable projects consistent with the zoning code and General Plan would be processed administratively. Developments of four or more dwelling units are subject to an additional pre-application review process. SB-35 eligible affordable projects are handled administratively at the City of Coachella and no hearings are required. Any residential development projects that involve a Tentative Tract Map, Change of Zone, and/or General Plan requires both Planning Commission and City Council. Due to the Zoning Map and General Plan inconsistency many development projects require a Zone Change as well. Multi-family projects typically require two public hearings prior to approval, with additional hearings required for projects subject to a CUP or requesting a Variance. The inconsistency between the Zoning Code regulations and the General Plan vision contributes to a lengthier and more uncertain review process. The Housing Element includes programs to align the Code with the General Plan which will clarify the entitlement process and reduce the need for rezonings as part of project approval.

The time lapse between project approval and building permit issuance varies and depends on both staff review times as well as when the applicant submits the permit application following entitlement. Staff does not control the timing of application submittal relative to project entitlement. In 2020, the City issued building permits for 158 new single family housing units, as part of the Valencia and Escondida Pointe projects. For those projects, the City has observed a lapse of approximately 10.5 months between project entitlement approval and building permit issuance, with some permits issued in as little as 4.5 months. These projects provide both market rate above moderate-income housing for ownership. Also issued building permits in 2020 was the 104-unit deed-restricted affordable project, Pueblo Viejo Villas. The project was entitled in 2017 and permits were issued three years later in 2020. Architecture Review: Chapter 17.72 (Architecture Review) establishes the intent, process, and requirements for the architectural review process. The stated intent of the process is to determine whether a proposed development will properly comply with the architectural guidelines of the City and the provisions and development standards required by this chapter or as prescribed by the planning director, or other authorized agent. The submission of a site plan is required to conduct an architectural review. The chapter establishes thresholds for approval by the Planning Director or the Planning Commission. The Planning Director is the approving authority for developments of three units or less and projects that involve 500 square feet of new multifamily residential square footage. The Planning Commission is the approval authority for any residential project involving more than three dwelling units.

Development in the A-R, A-T, R-E, R-M, C-N, and SHO zones are subject to the architectural review process as follows:

A-R Zone- Mobilehomes (subject to special criteria)

A-T Zone- Single Family and Mobilehomes (subject to special criteria)

R-E Zone- All development (mobilehomes subject to special criteria)

R-S Zone- >3 units Planning Commission approval 1-3 units Director approval

R-M Zone- All development

Architectural review is required for all new development in the A-T, R-M, C-N, and SHO zones. Mobilehomes require architectural review in the A-R, A-T, R-E zones, and must comply with specific criteria. No specific architectural design criteria are mentioned for the R-M, C-N, and SHO zones or for single-family developments in the A-T zone. Besides the architectural review process, development in the City is not subject to any other design review guidelines which may impact housing supply and affordability.

<u>Conditional Uses:</u> Chapter 17.74 (Conditional Uses) establishes the process and procedures for any uses that require a Conditional Use Permit for approval. The Planning Commission is the review and approval authority on all Conditional Use Permit applications, each determination is required to meet the following findings:

- 1. The proposed use will not be in conflict with, but will be in harmony with and in accordance with the objectives of the general plan;
- 2. The proposed use will be located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area;
- Consideration is to be given to harmony in scale, bulk, coverage and density, to the
  availability of public facilities and utilities, to harmful effect, if any, upon desirable
  neighborhood character, to the generation of traffic and the capacity of surrounding
  streets, and to any other relevant impact of the development;
- 4. Where the proposed use may be potentially hazardous or disturbing to existing or reasonably expected neighboring uses, it must be justified by the common public interest as a benefit to the community as a whole; and
- 5. The proposed use will include vehicular approaches to the property designed for reasonable minimal interference with traffic on surrounding public streets or roads.

The Planning Commission has the discretion to attach conditions of approval to an application. Section 17.74.020.C lists 15 potential conditions that could be applied to an approval. The conditions listed below provide an example of the types of conditions that could be applied to a residential project:

1. Requirement of yards other than the minimum size required by this chapter;

- 2. Modification of the exterior features or appearance of any structure where necessary to preserve property values;
- Requirement of screening of parking, recreation or storage areas or other portions of the subject property from adjoining premises or from any street by walls, fences, planting or other devices;
- 4. Control of location, number, color, size, height, lighting and landscaping of signs and structures as related to creation of traffic hazards and appearance in harmony with surrounding development and community objectives; and
- 5. Requirement of off-street parking or other special features other than the minimum required by this chapter or applicable codes or regulations. (Note: Allows less than minimum as well as greater than.)

<u>Minor Modifications:</u> Section 17.70.120 (Minor modification) establishes the process which allows for relief from developments standards when the deviation does not create an adverse impact on the surrounding neighborhood. The Planning Director may allow for modifications of the follow standards:

- Reduction of minimum lot area and/or dimensions, by not more than twelve (12) percent for up to twenty (20) percent of the lots in a subdivision. However, such modifications are not permitted for lot area in the R-O 6000 zone, and the dwelling unit on such a lot shall meet all setback and coverage requirements.
- 2. Reduction in front, side, or rear yard setback by not greater than ten percent of coderequired minimum.
- 3. Increase in fence height not greater than ten percent above code required maximum.
- 4. Reduction in required off-street parking, by not greater than five percent of code-required minimum.
- 5. Increase in building height not greater than five percent above code-required maximum
- 6. Modification of allowable sign area not greater than ten percent above code-required maximum.
- 7. Modification of allowable paving and hardscape in the front yard of residential zones not greater than ten percent above code-required maximum.
- 8. Modification of allowable side of accessory structure not greater than ten percent above code-required maximum and minimum distance between accessory structures and other buildings not greater than ten percent of code-required minimum, in the residential zones.

The planning director must render a decision within 60 days from receipt of a complete application. The director has the discretion to deny, approve, or approve the minor modification with conditions to protect the surrounding area.

<u>Pre-Application Review:</u> Chapter 17.77 provides the process for a pre-application review of a proposed development. The City Manager appoints a case manager for the project from a relevant department (e.g., Planning, Economic Development, Public Works etc.) which interfaces with the applicant and involved agencies. The Chapter explicitly states that the pre-application meeting and any information provided during the meeting is not a city recommendation for approval or disapproval of the application. A pre-application meeting is required for the following housing-related applications:

- 1. Projects involving a specific plan adoption, specific plan amendment, or planned development overlay;
- 2. Projects involving a general plan amendment, or change of zone;
- 3. Projects involving four or more dwelling units;
- 4. New construction of more than 500 square feet of building area within the boundaries of the Pueblo Viejo Master Plan;
- 5. New construction located within the boundaries of an adopted specific plan, if review is required by the director;
- 6. Subdivisions of land involving five or more lots.

The Planning Director reserves the right to require a pre-application review for any project involving multi-agency coordination and discretionary land use entitlements, where proposed land uses have the potential to cause adverse impacts upon surrounding property owners.

While the four specific procedures described above are clearly described within their respective chapters/sections, the Zoning Ordinance does not present objective criteria to evaluate a project for compliance with the Architecture Review and Conditional Use processes without clear findings. An architectural review process with no objective criteria presents uncertainty for an applicant and likely leads to a protracted approval process which may result in delays in approval, added cost to the entitlement process, and uncertainty for prospective developers. Additionally, residential uses do not have specific criteria and conditions listed in the Conditional Use chapter. The list of potential conditions gives the Planning Commission wide-ranging discretion on how to condition certain projects for approval. The subjectivity throughout the approval processes presents a constraint to the development of housing. To reduce the potential constraint in the development review process, the Housing Element includes Program 5.12.

#### **Permit and Development Fees**

Table C-9 details the City's processing fees for all planning entitlements. One or more of the entitlements would be required to process a residential project.

**Table C-9: Development Service Fees** 

Development Service	Fee
General Plan Map Amendment	\$3,857 + \$10/ac
General Plan Text Amendment	\$5,035 + cost of report
Specific Plan – Initial Draft – Processing only	\$5,976 + \$10/ac
Final Specific Plan – Submittal	\$3,857 + \$5/ac + \$5/unit
Specific Plan Amendment	\$3,857.00
Zoning Map Amendments	\$5,976 + \$10/ac
Zoning Text Amendments (Minor/Major)	\$2,679/\$4,798 + cost of report
Conditional Use Permit – Residential	\$3,857 + \$10/ac + \$5/unit
Conditional Use Permit – Mobilehome Park	\$3,857 + \$10/ac
Conditional Use Permit – Recreational Vehicle Park	\$3,857 + \$10/ac
Conditional Use Permit – Planned Unit Development	\$3,857 + \$10/ac + \$5/unit
Variance	\$2,679
Variance – Setbacks	\$1,714
Architectural Review – Single Family (1-4 units)	\$3,857 + \$10/ac + \$5/unit
Architectural Review – Single Family (5+ units)	\$3,857 + \$10/ac + \$5/unit
Architectural Review – Multi-Family (2-6 units)	\$3,857 + \$10/ac + \$5/unit
Architectural Review – Multi-Family (7+ units)	\$3,857 + \$10/ac + \$5/unit
Architectural Review – Second Unit on SF lot	\$2,305
Subdivision Ordinance Amendment	\$3,857
Tentative Maps – Single Family Tract	\$3,857 + \$10/ac + \$5/unit
Tentative Maps – Multi-Family Condominium Tract (Airspace)	\$3,857 + \$10/ac + \$5/unit
Tentative Maps – Multi-Family Condominium Tract (Townhomes type)	\$3,857 + \$10/ac + \$5/unit
Tentative Parcel Map	\$3,857
Zoning Overlay District	\$3,857
Parcel Merger (2 to 4 lots)	\$2,679 + \$100/lot + \$25/ac
Development Agreement	\$9,998 Deposit (Actual Cost)
Modifications – Architecture Review	\$2,679
Modifications - Conditional Use Permit	\$2,679
Modifications – Specific Plan	\$2,679 + \$5/ac + \$5/unit
Modifications – Development Agreement	\$1,340 Deposit (Actual Cost)
Time Extension – Architectural Review/CUP/Variance	\$1,125
Administrative Review & Approvals	\$250
Environmental Review – Categorical Exemption	\$541
Environmental Review – Initial Study (Preparation/Review)	\$4,780/\$2,118

**Table C-9: Development Service Fees** 

Development Service	Fee		
Environmental Review – Negative Declaration	\$1,153		
Environmental Review – Notice of Determination	\$1,153		
Environmental Review – Environmental Impact Report (Preparation/Review)	\$10,000 Deposit (Actual Cost)/\$5,000		
Environmental Review – EIR Notice of Preparation	\$1,153		
Environmental Review – MMP (Preparation/Plan Review)	\$2,500/\$2,500		
Environmental Review – MMP Notice of Preparation	\$1,153		
Annexation/Detachment/SOI Amendments	\$6,213		
Pre-Application Review	\$334		
Appeal of Staff Decision to PC	\$1,880		
Appeal of PC Decision to CC	\$2,539		
Source: City of Coachella, Development Services – Fees, January 2014			

#### **Impact Fees**

Table C-10 details the impact fees dependent on residential use type. The City's impact fee schedule contains fees for single family and multi-family on a per-unit basis.

Table C-10: Impact Fees

Impact Fee Type	Single-Family (per unit)	Multi-Family (per unit)
General Government	\$2,357.61	\$1,980.39
Fire	\$1,750.03	\$1,470.02
Police	\$306.52	\$257.48
Park Improvements	\$6,480.35	\$544.49
Park Land	\$1,377.00	\$1,134.68
Library	\$577.88	\$485.42
Streets and Transportation	\$2,685.98	\$1,390.95
Art in Public Places <sup>1</sup>	.25% x valuation	.25% x valuation
TUMF <sup>1</sup>	\$1,837.44	\$1,276.80
Multi-Species	\$1,245.00 <sup>2</sup>	\$518.00 <sup>2</sup>

#### Note:

<sup>1</sup> Affordable Housing is exempted from TUMF and Art in Public Places fees.

<sup>2</sup> 0-8 Units per acre: \$1,245.00; 8.1-14 units per acre: \$518.00; More than 14 units per acre: \$228.00.

Source: City of Coachella, Development Impact Fees 2017

The impact fees in Table C-10 display the cost of a single-family unit totaling \$17,372.81 and a multi-family unit totaling \$8,540.23, not including the Multi-Species and Art in Public Places impact

fees. These totals show that the impact fees for multi-family units are approximately half the cost of a single-family unit. The impact fees do not present a constraint to the development of multi-family housing.

## **Streamlined Approvals**

California Senate Bill 35 ("SB 35"), codified at Government Code Section 65913.41, became effective January 1, 2018. The intent of SB 35 is to expedite and facilitate construction of affordable housing. SB 35 requires cities and counties that have not made sufficient progress toward meeting their affordable housing goals for above-moderate and lower income levels to streamline the review and approval of certain qualifying affordable housing projects through a ministerial process. The City complies with state requirements of SB 35 as part of project review as projects are proposed. To ensure continued compliance facilitate this process the City proposes Program 6.7 to adopt local procedures consistent with SB 35.

#### Transparency

The City complies with all transparency laws and posts on the City website the zoning code, schedule of fees, exactions, and affordability requirements that would apply to a proposed housing development project.

## C.2.5 On and Off-site Improvements

Chapter 16.28 (Improvements and Grading), within Title 16 - Subdivisions, specifies the required improvements for subdivisions. Required improvements include:

- 1. Grading, curbs, and gutter, paving and drainage structures necessary for the proper use and drainage of the development, streets, highways and/or public safety;
- 2. Site grading and drainage, taking into consideration the drainage pattern of adjacent improved or unimproved property and making drainage provisions adequate for total ultimate development of the natural tributary area.
- 3. Street name and traffic control signs;
- 4. Sidewalks and bicycle paths;
- 5. Fire hydrants and a water system with mains of sufficient size and capacity to provide future extensions to adjacent property;
- Sanitary sewer facilities and connections for each lot;
- 7. Street trees as required by the director;
- 8. Provision shall be made for any and all railroad crossings necessary to provide access to or circulation within the proposed subdivision, including the preparation of all documents necessary for application to the state public utilities commission for the establishment and improvement of such crossings;

- 9. Midblock pedestrian ways, where required;
- 10. Improvements on private access easements shall be required as determined by the city engineer;
- 11. Street lighting facilities shall be provided in accordance with the council's policy for the area of the city where the subdivision is located. Lighting shall be adequate to permit proper policing of the subdivision and shall be so screened or otherwise designed as not to interfere with views from the hillsides of the city;
- 12. All utility distribution lines including, but not limited to electric, communication, natural gas, and cable television lines installed in and for the purpose of supplying service to any subdivision shall be placed underground. Undergrounding shall include existing aboveground facilities located within the subdivision and extending to the first existing pole outside the subdivision:
- 13. Traffic signals in an amount proportionate to the benefits received according to rules and regulations as may be adopted from time to time by the council.

While improvements such as curbs, gutters, drainage, and street trees are typical of jurisdictions in the region, the requirement of traffic signals, bicycle paths, and undergrounding all utility lines may increase the cost associated with new residential subdivisions due to the added costs of these improvements. However; these improvements are intended to ensure new projects provide appropriate amenities for future residents and should not be removed.

## Section C.3 Non-Governmental Constraints

Market factors over which a local government has only limited ability to control can influence the jurisdiction's capacity to develop more housing. These market-related constraints include land cost, construction cost, and the availability of financing. An assessment of these non-governmental constraints can inform the development of potential actions that can ameliorate its impact.

## C.3.1 Housing Supply/Conditions

#### Market Overview: For-Sale

As shown in the Needs Assessment (Appendix A, Figure A-23), the financial crisis of 2007/2008 and the ensuing Great Recession caused home values in Coachella to drop 64 percent from 2006 to 2011. As of 2018, Coachella home values have not rebounded to their pre-Recession levels. In 2018, the median sales value for a single-family home in Coachella was \$245,000, compared to \$200,000 in 2008 (23 percent increase). While Coachella median home sales price is 43% of the sales price in the SCAG region, the City and region price trends remain consistent over time.

Since the beginning of the recovery from the Great Recession in 2013, interest rates have been maintained at low levels of 3.5 to 4.5 percent. Due to the COVID-19 pandemic, however, national 30-year mortgage rates have dropped to historically low levels, declining to 2.7 percent in late 2020. When interest rates are low, capital investment and housing production generally increase, and more people are likely to take out a mortgage than when interest rates are higher. In addition, consumers are able to borrow more money for the same monthly payment. Extremely low interest rates are one of the factors that has led to overall increased home values in Coachella above what has been seen in the past several years. Coupled with the general desire during the pandemic to move from denser to more spacious neighborhoods, the housing market will likely continue to be competitive in the near future.

#### **Market Overview: Rental**

As shown in the Needs Assessment (Appendix A, Figure A-24), Coachella rents are about twothirds that of rents in Riverside County. The median rent paid in Coachella in 2019 was \$879. Over the past 10 years, rents in Coachella have increased six percent while rents in Riverside County have increased 23 percent.

Per the Needs Assessment (Appendix A, Figure A-27), the most common rent category across all Coachella renters is \$500 to \$1,000 per month, which represents 53 percent of renters. Rent categories range from less than \$500 per month (9.1 percent of Coachella renters) to more than \$2,000 per month (0.9 percent of Coachella renters). While lower-income households spend a larger proportion of their income on rent, they generally spend less on rent overall.

#### C.3.2 Development Costs

#### **Land Costs**

Land cost was estimated through a review of vacant land sale transactions within the past year (2020 and 2021). Land in Coachella is estimated to cost an average of \$17 per square foot (PSF), or about \$735,000 per acre. Individual lots ranged from \$5 to \$42 PSF, or about \$214,000 to \$1,830,000 per acre. These lots ranged in sizes from 5,000 to 38,000 square feet.

Land is not considered a constraint to development, as there is availability of vacant land for future housing construction.

#### **Construction Costs**

According to a March 2020 report published by the Terner Center for Housing Innovation at UC Berkeley, construction costs for multifamily housing in California have climbed 25 percent between 2009 and 2018. This increase is in part due to the higher cost of building materials, such as wood, concrete, and steel, as well as prevailing wage requirements. According to RSMeans, construction costs (including materials and labor but excluding soft costs such as fees) for a small apartment complex in the Coachella area ranged between \$144 to \$169 per square foot in the first quarter of 2021. Construction costs can vary depending on the type of development, ranging

from more expensive steel-frame Type I construction to more affordable wood-frame Type V. Due to the smaller scale, single family homes tend to be more expensive to construct on a per square foot basis than multi-family. This cost can fluctuate depending on the type and quality of amenities to the property, such as expensive interior finishes, fireplace, swimming pool, etc.

Soft costs are the costs that are not directly incurred by the physical construction of the development. These costs include services for architectural, consultant, and legal services, as well as permitting requirements and impact fees. They generally range from 15 to 30 percent of total development costs but can fluctuate depending on local fees and exactions. Please refer to the Permit and Development Fees section, above, for a discussion of the City's required permit and development fees.

## C.3.3 Availability of Financing

The availability of financing can impact rates of homeownership. The ability to secure financing can be influenced by several factors, including creditworthiness, debt-to-income ratio, and the restrictiveness of mortgage lending standards. Reviewing data collected through the Home Mortgage Disclosure Act (HMDA) can reveal the role the lending market has had on local home sales. Home purchase loans in 2019 are summarized in the table below.

There was a total of about 340 loan applications for either government-backed or conventional loans in Coachella in 2019. The approval rate for both types of loans was about 70 percent. However, driven by continued low mortgage interest rates, there were 449 applications for refinancing. These applications had a lower rate of approval at 49 percent.

In competitive housing environments when purchasing a new home may be out of reach for some, home renovations can be a desirable and more affordable way to add value to property. There were 65 home improvement applications in 2019. The approval rate for these types of applications was only 28 percent.

**Table C-11: Total Home Loan Applications** 

Туре	Total Applications
Government-backed	188
Conventional	151
Refinancing	449
Home Improvement	65
5+ Units	2
Non-occupant	54
Source: HMDA, 2019	

100% 74% 70% 65% 62% 49% 21% 30% 28% 10% 21% 15% 20% 11% 0% 0% Government-backed Conventional Refinancings 5+ Units Home Improvement Non-occupant

■ % Withdrawn or Incomplete

■ % Denied

Figure C-1: Home Loan Application Disposition

Source: HMDA, 2019

## C.3.4 Summary

■ % Approved

Lower for-sale prices and rental rates have tempered large-scale market-rate housing production in Coachella. The city is still recovering from the housing shock of the 2008 Recession, though is currently experiencing a fair level of demand for single-family homes due to their relative affordability compared to the region, as well as the appeal of more open space during the COVID-19 pandemic. Lower land costs have facilitated the development of affordable housing projects throughout the city, most of which are developed through partnerships with local non-profit housing providers. Most of the new construction is expected to be for lower-income households while market-rate housing projects are less common. Lower housing costs in Coachella have resulted in greater proportion of residents who own their own home rather than need to rent. The affordable development is crucial to the City, however, as those who do rent experience a much higher rate of housing cost-burden than the region overall.

While market conditions are not the main constraint to housing development in Coachella, market conditions may shift during the next eight years. In order to encourage housing development, the Housing Element includes programs to streamline approvals, as project delays can increase economic costs, as well as review fees to ensure they are not a constraint to development.

# Section C.4 Environmental and Infrastructure Constraints

#### C.4.1 Environmental Constraints

The City of Coachella is a largely underdeveloped desert community located at the eastern end of the Coachella Valley. The Valley is flanked by the San Jacinto and Santa Rosa Mountains on the west and the Little San Bernardino Mountains on the east. The Coachella Valley generally slopes to the southeast towards the Salton Sea.

The City certified an Environmental Impact Report (EIR) for a General Plan Update in February 2015 (EIR SCH No. 2009021007). The General Plan EIR analyzed the impacts of the General Plan policies and objectives. Per the EIR, there are no environmental constraints related to hazardous materials and soil that would impede the development of housing at the capacities identified in the sites inventory and analysis. Additional analysis will be required if there is future rezoning to development standards above those outlined in the General Plan Update.

#### C.4.2 Infrastructure Constraints

## **Drainage**

The dominant drainage/surface water feature in the Coachella Valley is the Whitewater River. The Whitewater River watershed is primarily in Riverside County within the Coachella Valley Planning Area of the Colorado River Regional Water Quality Control Board (RWQCB). Regional drainage and flood control in the Planning Area are managed primarily by the Coachella Valley Water District (CVWD). The CVWD boundaries cover most of the Coachella Valley from the San Gorgonio Pass to the Salton Sea. The CVWD also maintains an extensive system of agricultural tile drains throughout the Coachella area. The tile drain system is designed with two primary functions. First, the tile drains return excess irrigation water to the Coachella Valley storm water channel, and second, they artificially lower Coachella's otherwise high water table, protecting crops from inundations.

Channel and levee improvements have been made along most of the Whitewater River channel, limiting the 100-year flood zone primarily within the banks of the channel. The East Side Dike is designed to protect the Coachella branch of the All-American Canal, which passes through the northeastern part of the city. The Bureau of Reclamation provided funds for the East Side Dyke in the 1940's, which was constructed with a series of detention basins to protect the canal from mountain runoff. The flow is directed into diversion channels which convey the runoff to the Coachella Valley Stormwater Channel.

#### Water

The City of Coachella's Coachella Water Authority (CWA) is the water supplier for the entire City service area. As a public water supplier in the Coachella Valley, the City maintains a close and cooperative relationship with Coachella Valley Water District (CVWD). The CVWD is a multifaceted agency that delivers irrigation and domestic water (including drinking water), collects and recycles wastewater, provides regional storm water protection, replenishes the groundwater basin and promotes water conservation. The demands associated with the General Plan Update have mostly been accounted for as part of CVWD's regional water supply planning efforts, which specifically include population projections within the City and its SOI through the year 2045.

In September 2009, CVWD and the City signed a Memorandum of Understanding (2009 MOU) to assist in ensuring a sufficient and reliable water supply for development projects within the City in a manner consistent with CVWD's Water Management Plan as amended from time to time. Under the terms of the 2009 MOU, various means are identified by which the City can provide for the supply of supplemental water to offset the demands associated with development projects approved by the City. For instance, under the 2009 MOU the City can participate in funding CVWD's acquisition of supplemental water supplies to offset demands associated with newly approved projects within the City's SOI. In February 2013, CVWD and the City signed a Memorandum of Understanding (2013 MOU) regarding implementation of the 2009 MOU. Among other things, the 2013 MOU further specifies the mechanism by which the City can finance and acquire supplemental water supplies from CVWD to meet the projected demands of new development projects, including the 6th Cycle RHNA, and establishes a process for preparing and adopting Water Supply Assessments and Written Verifications for such projects.

#### Sewer

The City's wastewater treatment facilities are managed by the Coachella Sanitary District and are under the Colorado River Basin Regional Water Quality Control Board (CRBRWQCB). In order for wastewater treatment facilities to be in operation, they must comply with all requirements of the CRBRWQCB with annual reporting to monitor treatment practices. This regulatory framework ensures that wastewater treatment facilities that will be used to service the development under the City's General Plan Update, including total capacity to accommodate the RHNA, and will comply with wastewater treatment requirements of the Regional Water Quality Control Board. In addition to the regulatory system, policies proposed in the General Plan Update require that adequate wastewater treatment capacity exist or be online before new development can be completed. Ensuring this additional capacity is in place prior to the occupation of new development would prevent plant overdemand and overflows of untreated wastewater into local waterways, preventing the exceedance of any requirements for treatment of wastewater and the associated environmental impacts associated with such. In the event that a wastewater treatment facility exceeds applicable requirements, new development will have to ensure a wastewater treatment facility that can handle the growth from new development before construction, either through the upgrades of additional facilities or the construction of new facilities. Understanding

this constraint, the City proposes Program 2.6 to consider requiring developers to plan for and construct oversize infrastructure improvements to build capacity for new growth. This program will particularly address the needs of Disadvantaged Unincorporated Communities (DUCs) in the City's sphere of influence, which often experience poor access to services and resources and limited or no infrastructure improvements. However, the cost of infrastructure investment in undeveloped areas of the city in and of itself poses a constraint to future housing development.

## **Appendix D: Existing Programs Review**

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### Section D.1 Existing Housing Programs Review

This Appendix documents the implementation status of the current Housing Element programs. The main purpose is to evaluate which programs were successful and should be continued, and which programs were ineffective and should be eliminated or modified.



The City's focus during the 5<sup>th</sup> cycle was to complete the 4<sup>th</sup> and 5<sup>th</sup> Cycle shortfall rezonings to ensure there was adequate capacity for housing development. The City

completed the 4<sup>th</sup> Cycle rezoning program in 2019, by adopting ordinance no. 1143, which rezoned portions of "Zona Central" to RM-Urban and RM- General for capacity of 1,916 units for lower-income units. In 2021 the City completed two separate rezoning projects to with realistic unit potential of 2,781 in new RM- Urban and RM- General zones. In addition, the City has actively worked with for profit and non-profit developers to entitle a variety of market rate and affordable projects. Market rate products include three-bedroom single-family products at Valencia at Coachella, Escondida Pointe, Sevilla, and Coachella 155. In 2020, the City approved Pueblo Viejo Villas, a mixed-use project with one and two-bedroom units restricted to households earning 30-60% AMI, and is affordable to low-income households. The project was funded through a variety of sources, including low-income housing tax credit equity, California Affordable Housing and Sustainable Community (AHSC) program, HOME funds and vouchers, and Infill Infrastructure Grant from HCD. This is the first project in the Coachella valley to utilize cap-and-trade funding. Coachella Valley Apartments was approved in 2020. Proposed by nonprofit Community Housing Opportunities Corporation (CHOC) and funded through sources including Joe Serna Farmworker Grant program, Coachella CFD loan, the project includes 50 replacement units and 60 new one, two, and three-bedroom units over two phases.

Affordable housing production benefits lower-income household groups, as well as special needs populations (such as female-headed households and senior households) because these households are also typically more affected by affordability issues due to limited and/or fixed incomes. As noted below, the City has worked throughout the 5<sup>th</sup> Cycle to coordinate with non-profit developers to secure funding for housing for other special needs groups. The City will continue these programs in the 6<sup>th</sup> Cycle and has proposed additional programs this Cycle to facilitate housing for farmworkers and persons experiencing homelessness.

Table D-1: Existing Housing Element Programs Review

Program #	Program  Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
	Adequate Housing. Adequate housing in the city by location, price, typ	e, and tenure, especially for		
1.1	The City will adopt the updated General Plan Land Use Element to provide for a wide range of housing opportunities, suitable for residents of all income levels. Following General Plan adoption, the City will conduct a study that analyzes changes needed to the Zoning Code to implement the new General Plan and will then complete a comprehensive Zoning Code update. Once the City's General Plan and Zoning Code are adopted, the City's standards will:  • Provide adequate, suitable sites for the construction of new housing, reflecting a variety of housing types and densities;  • Explore and establish mechanisms such as incentives and funding to promote and preserve housing affordability in targeted growth areas;  • Meet the requirements of state housing law;  • Facilitate housing in a variety of neighborhood styles;  • Allow mixed-use residential development; and  • Ensure the compatibility of residential areas with surrounding commercial and other nonresidential uses.	Responsible Agency: Community Development Department (Note: Community Development Department (CDD) is now the Development Services Department (DSD). All references to CDD shall be implied to mean DSD) Funding: Department budget Time Frame: General Plan update adopted in early 2014, Compatibility Study completed by 2014, Zoning Code updated by 2015, Examine potential affordable housing incentives annually or as needed when projects are proposed, establish incentives in conjunction with the Zoning Code update by 2015.	The City has adopted the updated General Plan and has completed some Code amendments but has not fully implemented the General Plan (not completed the Zoning Code update).	Modify - Update this program to include the Zoning Code update only.
1.2	Continue to utilize environmental and other development review procedures to ensure that all new residential developments are provided with adequate public and private facilities and services. Require documentation of the adequate services and facilities that are or will be provided as a condition of approval.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Ongoing, 2014–2021	The City ensures projects are reviewed by City departments and external agencies that provide public and private facilities and services for comments and conditions of approval. The provisions of adequate services is also requires as part	Continue.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
			of the environmental checklist.	
1.3	While the new General Plan standards will create ample opportunity for higher-density housing appropriate to meet the lower-income RHNA for the 2008–2014 and 2014 – 2022 planning periods, zoning standards are not yet in place to facilitate development at planned General Plan densities. Thus, as part of the planned Zoning Code update, the City will ensure that the new zoning standards facilitate housing development at new General Plan densities to accommodate the remaining 2008–2014 RHNA of 1,916 units and the remaining 2014–2022 RHNA of 2,542 lower-income units. Potential rezone sites are listed in Table B-49. It is anticipated that sites rezoned to meet this remaining RHNA will be those located in the Urban Neighborhood and Urban Employment land use areas, which have planned minimum densities of 20 and 30 units per acre, respectively.  The City will ensure that sites made available through zoning changes to meet the Coachella's remaining 2008–2014 RHNA and remaining 2014–2021 lower-income RHNA meet the following criteria:  Require a minimum density of 20 units per acre  Require a minimum density of 20 units per acre  Allow multi-family residential development "by right" (without discretionary review)  At least 50 percent of sites will allow residential uses only	Responsible Agency: Community Development and Building Departments Funding: Department budgets Time Frame: Sites will be made available within one year of Housing Element adoption.	The City completed the rezoning to accommodate the 4th Cycle shortfall of 1,916 sites in 2019, and implemented minimum densities for the RM-Urban Neighborhood and RM-General Neighborhood. Rezoning to complete the 5th Cycle shortfall is in progress as of June 2021.	Delete - Rezoning anticipated to be completed by the start of the 6th Cycle Planning period.
1.4	Evaluate opportunities for parcel assembly and the use of underutilized sites for affordable housing. Discuss housing development potential with developers and consider relaxing development standards and prioritizing application processing to facilitate housing on these sites. Communicate with developers regarding the variety of housing development options available for these sites under the new General Plan.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Ongoing, 2014–2021	The City has encouraged parcel assembly and use of underutilized sites for affordable housing such as the Pueblo Viejo Villas mixed use project (Chelsea Investments) which required use of the planning unit development to accommodate the project height and density.	Continue.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
1.5	Regularly post housing data, such as information on building permits, vacancy rates, and availability of funding sources, on the City's website and provide the information ina hard copy, available upon request.	Responsible Agency: Community Development DepartmentFunding: Department budgetTime Frame: 2014; updated every 6 months thereafter	Not Complete.	Modify - Continue providing info upon request only.
1.6	Encourage developers to provide units with three or more bedrooms, suitable to house large households. In addition, identify incentives for development of housing suitable for families with children, with family members requiring assistance, and multigenerational families. Encourage and where feasible incentivize developers to construct new units that include a full bathroom and bedroom on the first floor.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Offer incentives and work with developers as projects are processed through the Community Development Department.	New proposed single family residential development during the 5 <sup>th</sup> Cycle element proposes a minimum of 3 bedrooms (Valencia at Coachella, Pulte) (Escondida Pointe, DR Horton) (Sevilla, Pulte) (Coachella 155, DR Horton)	Modify - Separate policy from action.
1.7	Consider preparing a study to explore the benefits and impacts of an inclusionary housing ordinance. The study will:  Determine an appropriate percentage of affordable units and potential level of affordability;  Analyze potential program options including the provision of below market rates on and off-site as well as land dedication and in-lieu fee options; and  Examine administrative resources required to administer an inclusionary program.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: 2014	The City does not have an inclusionary housing policy and a study has not been conducted.	Modify - Consider exploring incentives- based programs to avoid unnecessarily constraining housing development.
1.8	Facilitate development on large sites designated for high-density housing by communicating with developers regarding housing opportunities for these sites, providing priority subdivision processing, and utilizing the new Master Plan review process (as described in the draft General Plan Land Use Element) to facilitate affordable unit development. Work with land owners and developers to create sites ranging from one to 10 acres in size that are feasible and appropriate for the development of affordable housing.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Adopt the Master Plan process as part of the new General Plan in early 2014; engage in ongoing dialogue with developers; and offer priority	The City has successfully made progress on this program through various developments / conversations with large-site property owners, such as Peter Rabbit Farms.	Continue.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
		subdivision processing as applications are submitted.		
	Conservation and Improvement. A preserved and well-maintained exist stock.	ing affordable housing		
2.1	Continue to implement the City's Residential Rehabilitation Program as funding is available. Allow funds to be used to alleviate overcrowding, make improvements to accommodate the special needs of elderly and disabled residents, including persons with developmental disabilities, and improve energy efficiency. The City will continue to advertise the program on the City's website, share program information with service organizations, and post program information in City Hal	Responsible Agency: Community Development Department Funding: CDBG and HOME Time Frame: Ongoing	Funding has not been available for this program but this City is looking to make funds available in the next fiscal year with CDBG funds.	Continue
2.2	Continue to monitor housing conditions throughout the city, and periodically conduct formal housing condition surveys.	Responsible Agencies: Community Development and Building Departments Funding: Department budgets and (for housing condition surveys) CDBG Planning/Technical Assistance Grants Time Frame: 2014 and as funding is available through 2021	Code enforcement monitors housing conditions and ensures compliance of housing conditions with City's Municipal Code	Modify - "conduct formal or informal housing condition surveys".
2.3	Continue to implement the abandoned and vacant property ordinances, enforce proactive neighborhood enhancement policies, and explore new methods of eliminating unsightly property conditions in residential areas.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Ongoing, 2014–2021	Code Enforcement continues to monitor vacant properties and ensure that Municipal Code compliance.	Continue.
2.4	Continue to monitor health and safety issues related to substandard mobile home parks located within the city limits and those within the City's sphere of influence. Explore funding opportunities for a loan or grant program to assist with mobile home unit and park repairs and improvements as well as mobile home ownership.	Responsible Agency: Coachella Community Services Department Funding: Department budget Time Frame: Explore program by 2015, monitoring ongoing	No action	Modify- Clarify the split responsibility between City and State for permitting and compliance.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
2.5	Maintain a representative and an alternate to the CVAG Housing Committee to consistently represent the City in discussions regarding housing issues.	Responsible Agency: Community Development Department, City Council Funding: General Fund Time Frame: Annually	There is no longer a CVAG Housing Committee.	Modify –. City to continue to participate in CVAG housing-related discussions.
2.6	Participate in the SAFE Cities Committee and in other groups and committees that bring together public safety, neighborhood enhancement, and regional representatives	Responsible Agency: Economic Development Department Funding: General Fund Time Frame: Ongoing	This does not exist	Delete.
2.7	Work with Riverside County, Riverside County LAFCO, Coachella Valley Water District, the Coachella Valley Regional Water Management Group (CVWRMG), and local advocacy organizations to identify and address housing-related infrastructure needs in disadvantaged unincorporated communities within and adjacent to the City's sphere of influence. The City will participate in outreach and information gathering events and strategy sessions, contribute to efforts to identify and estimate the cost of potential infrastructure improvements including the preparation of the Integrated Regional Water Management Plan (prepared by CVWRMG), and pursue funding sources to complete necessary upgrades.  As a condition of approval for development in new growth areas, require that developers plan for and construct oversized facilities to create infrastructure connection opportunities for nearby disadvantaged communities. Coordinate with agencies and communities' groups to explore annexation potential and timeframes.	Responsible Agency: Community Development Department Funding: General Fund Time Frame: Attend events as available, engage in ongoing communication with Riverside County and other organizations, assist with funding applications as NOFAs are released, require infrastructure extensions as development agreements are prepared in new growth areas, engage in ongoing dialogue(meet at least annually) to determine annexation potential and timeframes.	The City is part of the Coachella Valley Regional Water Management Group. Since its formation the City has applied and received grant funding to prepare infrastructure plans that extend outside the City's limits and into its sphere of influence, the City has also secured funding for the construction of some of the identified projects and is currently under application review for others	Modify – Due to high infrastructure costs, relax requirement (i.e., "Consider requiring") for oversized facilities in new growth areas; organize the different components of this program under a broader DUCs program.
	Reduced Energy Usage. Reduced residential energy usage within the coosts.	ity, resulting in reduced		
3.1	Continue to utilize the development review process to incorporate energy conservation techniques into the siting and design of proposed residences to minimize energy consumption as well as housing costs	Responsible Agencies: Community Development and Building Departments Funding: Department budgets Time Frame: Ongoing	City has not tracked this. But City has started to add this to design review for new projects since conservation techniques are	Modify - Develop objective standards for energy conservation techniques.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
			policies of the General Plan.	
3.2	Continue to require that, at a minimum, all new residential development complies with the energy conservation requirements of Title 24 of the California Administrative Code.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Ongoing	This is required by the Building Division	Continue.
3.3	Assist in distributing information to the public regarding free home water consumption audits of the Coachella Water Authority and rebate programs offered by Imperial Irrigation District.	Responsible Agency: IID, Community Development Department Funding: N/A, materials provided by IID Time Frame: Ongoing	No request for information. City has not actively distributed information.	Continue.
3.4	Assist in distributing information about energy efficiency retrofit rebates and financing opportunities available to the residents and property owners such as Energy Upgrade California, the New Solar Homes Partnership, and the Western Riverside Council of Governments HERO program.	Responsible Agency: Community Development Department Funding: N/A, materials provided by rebate/financing programs Time Frame: Ongoing	No request for information. City has not actively distributed information.	Modify- City is not located within WRCOG. Remain open to parrtnerships between CVAG and WRCOG for energy programs.
ra	Equal Housing Opportunity. Equal housing opportunities for all resider ace, religion, marital status, age, sex, nationality, physical or development level and source of income.			
4.1	Continue to provide information on fair housing law on the City's website, at City Hall, and at the local library. In addition, the City Clerk shall continue to include a statement to City utility bills which indicates that information on fair housing laws is available to the public without charge. Information will be provided in both English and Spanish. Complaints may be directed to the Community Development Department.	Responsible Agency: City Manager's Office, Community Development Department, City Clerk Funding: Department budget Time Frame: Ongoing, 2014–2021	The City provides Fair Housing brochures at City Hall	Continue.
4.2	Adopt a "Reasonable Accommodation" procedure, in accordance with SB 520, as part of the updated Zoning Code to allow for administrative processing of requests for features and accessibility for persons with disabilities and persons with developmental disabilities.	Responsible Agency: Community Development Department Funding: City General Fund Time Frame: 2015, as part of the comprehensive Zoning Code update	Did not complete.	Continue.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
4.3	Amend the Zoning Code to define transitional and supportive housing in accordance with the Health and Safety Code, Sections 50675.14 and 50675.2, and specify that both types of housing shall be treated as residential uses of property, subject to the same restrictions/regulations as other types of housing in the same zoning district.	Responsible Agency: Community Development and Building Departments Funding: City General Fund Time Frame: Within one year of Housing Element adoption	The Zoning Code does not explicitly allow transitional and supportive housing, subject to the same requirements of a residential use in the same zone.	Continue.
4.4	Continue to actively support efforts of providers who establish short-term bed facilities for segments of the homeless population including specialized groups such as the mentally ill and the chronically disabled.	Responsible Agency: Community Development Department Funding: General Fund Time Frame: Ongoing, 2014–2021	No action	Modify – Reframe as policy.
4.5	Amend the Zoning Code to include manufactured housing as an approved housing type, as per State of California requirements.	Responsible Agency: Community Development Department, Planning Commission Funding: City General Fund Time Frame: 2015, amendment will be completed as part of the comprehensive Zoning Code update	Not Complete. Manufactured housing is allowed as a conditional use only in the R-O-6000 Residential Overlay Zone.	Continue.
4.6	Revise the Zoning Code to allow State-licensed and unlicensed group homes, foster homes, residential care facilities, and similar facilities; to allow, by right, group homes with six or fewer persons in any residential zone; and to allow with administrative approval group homes with greater than six persons in all high-density residential zoning districts.	Responsible Agency: Community Development Department Funding: Departmental budget Time Frame: Within one year of adoption of this Housing Element	Not Complete. Group homes are not listed as an allowable use in either R-S or R-M zones.	Continue.
4.7	Amend the Zoning Code to ensure that permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections 10721.5 and 17021.6. The City will also ensure that such procedures encourage and facilitate the development of housing for farmworkers.	Responsible Agency: Community Development Department, Planning Commission Funding: Departmental budgets Time Frame: Within one year	Not Complete. Code (use tables) does not discuss residential or group farmworker housing.	Continue.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
		of adoption of this Housing Element		
	Amend the Zoning Code to define single-room occupancy units (SROs) and identify zones in which SROs are allowed. Facilitate the development of SROs as appropriate housing type for persons with special needs and extremely low incomes.	Responsible Agency: Community Development Department, Planning Commission Funding: Departmental budgets Time Frame: Within one year of adoption of this Housing Element	Not Complete.	Continue.
4.9	Amend the Zoning Code to broaden the definition of "family" in keeping with state and federal law and current best practices to protect the rights of persons with disabilities and nontraditional families.	Responsible Agency: Community Development Department, Planning Commission Funding: Departmental budgets Time Frame: Within one year of adoption of this Housing Element	Complete.	Delete.
4.10	Encourage the development of housing for farmworkers by assisting developers with site identification and providing technical assistance on funding applications. In addition, the City will develop an informational brochure illustrating the possible funding sources and other potential incentives for the development of farmworker housing and provide this brochure at the Community Development Department and on the City web site.	Responsible Agency: Community Development Department, Planning Commission Funding: Departmental budgets Time Frame: Assist farmworker housing developers as needed, prepare and make brochure available within one year of Housing Element adoption	City assists developers on request. An informational brochure has not been developed.	Modify- Remove brochure
	Goal 5: Remove Constraints. Policies, standards and programs that facilitate the maintenance, improvement, and development of housing commensurate with local needs.			
5.1	Upon adoption of the General Plan, the City will conduct a study that analyzes changes needed to the Zoning Code to implement the new General Plan and will then complete a comprehensive Zoning Code update. The updated Zoning Code will build on concepts outlined in the	Responsible Agency: Community Development Department Funding: Department budget	Not Complete.	Modify - Ensure that the Code update removes barriers to production of a

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
	General Plan to incorporate the use of innovative land use techniques and construction methods such as clustering of units, density transfers, zero lot line development, and others to minimize housing development costs and to maximize development opportunities.	Time Frame: Every five years		variety of housing types.
5.2	Periodically (every five years) survey other cities in the Riverside County area to ensure that the City's development fees are reasonable and do not pose an unreasonable constraint to housing development.	Responsible Agency: Community Development Department Funding: Department budget: possible CDBG Planning/Technical Assistance Grant Time Frame: 2015 and 2020	Not complete	Modify- compare fees to other jurisdictions using a cost recovery model
5.3	Encourage concurrent processing of entitlements to foster an environment conducive to business, allowing various analyses and staff reports to be done at the same time, rather than requiring one process to be completed before beginning the next process. Department staff will notify applicants early in development process of this policy and maintain public notice of the City's policy on the website.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Ongoing, 2014–2021	The City allows concurrent processing of entitlements and encourages this.	Modify - Reframe as a policy.
5.4	Review revisions to the Zoning Code to evaluate implementation of reduced parking requirements for residential projects serving special needs groups or for projects located close to public transportation or commercial services.	Responsible Agency: Community Development and Building Departments Funding: Department budgets Time Frame: 2015 as part of the comprehensive Zoning Code update	Not Complete.	Modify - Amend code to reduce parking requirements for special needs groups, including low income households.
5.5	Amend the Zoning Code to allow second units with ministerial review (rather than a Conditional Use Permit) in the R-O-6000 zone. Review second unit requirements and identify zoning changes to facilitate second unit development as part of the comprehensive Zoning Code update.	Responsible Agency: Community Development Department Funding: Department budget Time Frame: 2015 as part of the comprehensive Zoning Code update	Not Complete. However, City has an ADU ordinance consistent with GC 65852.	Modify - Remove references to second units in Code and rely on the City's ADU ordinance.
5.6	Monitor residential development under the new General Plan land use categories. Review densities proposed for new development, correspond with developers, and assess how the new densities are or are not working to facilitate housing development, particularly affordable housing units.	Responsible Agency: Community Development Department Funding: Department budget	The city does not regularly monitor densities achieved compared to densities allowed under the	Modify - Meet SB 166 (No Net Loss) to maintain site inventory throughout the planning period.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
		Time Frame: Review annually	new general plan. City Staff has not observed interest in developers to maximize density permitted in higher density land uses such as the General or Urban Neighborhood designations.	
	Adequate Housing//Housing Affordability. Adequate housing to meet the egments of the community.	ne needs of all economic		
6.1	When feasible, continue to defer development fees for housing units affordable to extremely low-, very low-, and low-income households.	Responsible Agencies: Community Development, Building, and Public Works Departments Financing: Department budgets Time Frame: Ongoing, as projects are processed through the Community Development Department	City has entered into agreements to allow deferred development fees	Continue.
6.2	Continue to work with nonprofit and for-profit developers to apply for financing to fund the development of housing affordable to lower-income and special needs households, particularly housing that will serve persons with extremely low incomes, farmworkers, the elderly, and persons with disabilities and developmental disabilities. Funding sources may include, but are not limited to, the USDA Section 515 Rural Housing Program, MHP, Joe Serna Farmworker Housing Grant Program, CalHome, Low Income Housing Tax Credits, and tax-exempt bonds. The City will be open to providing letters of support for funding applications; the City will also consider partnerships with nonprofits for utilization of City staff to help write and to review project applications. The City will take actions necessary to expedite processing and approvals for such projects.	Responsible Agency: Community Development Department Funding: General Fund, HCD Time Frame: Assist with funding applications as needed, 2014–2021; annually review potential funding opportunities	The City has worked with nonprofit developers for financing such as Low income Housing Tax Credits and IIG funding.	Continue.
6.3	Continue to pursue funding for the construction and rehabilitation of affordable housing, including annual applications for HOME and CDBG funds. The City will work with nonprofit and for-profit housing developers	Responsible Agency: Community Development Department Funding: HCD	The City continues to support this and has supported nonprofits applications for IIG	Continue.

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
	and will take actions necessary to expedite processing and approvals for such projects.	Time Frame: Apply for funding annually, 2014–2021	funds and low income housing tax credits. The City has expedited development processing pursuant to State SB 35 requirements.  1. Submitted a successful grant application under the AHSC program to build Pueblo Viejo Villas (105 units) CHELSEA  2. Rehabilitated/Preserv ed Coachella Community Homes Apartments (101 units) CVHC  3. Rehabilitated/Preserv ed Pueblo Nuevo Apartments (50 units) CVHC  4. Applied for Joe Serna Farmworker Housing Funding to Papabilitate/Preservented	
			Rehabilitate/Preserve Las Casas II & III Apartments (115 units) CVHC (not approved)	
			5. Replacing/Constructin g Coachella Valley Apartments (replacing 20 units; building	

Program #	Program Description	Responsible Party; Timeline	Evaluation	Modify/Delete/ Continue
			addtl. 36 new units = 56 units)	
6.4	Continue to offer a density bonus in keeping with state law (Government Code Section 65915).	Responsible Agency: Community Development Department Funding: Department budget Time Frame: Ongoing, 2014–2021	The City continues to offer a density bonus incentive in Chapter 17.88 of the Zoning Code.	Modify - Update Density Bonus Ordinance per new State law.
6.5	As part of the City's website update, the City will include housing-related resources including information regarding the City's housing rehabilitation program, first-time homebuyer loans, loans available through CalHFA, and other relevant links.	Responsible Agency: Community Development Department Funding: CalHFA First-Time Homebuyer Program Time Frame: 2015, as part of the City's comprehensive website update	Not Complete.	Continue.
	Housing Preservation. Preservation of existing affordable housing opp esidents of the city.	ortunities for lower income		
7.1	Actively support the Riverside County Housing Authority's attempts to secure additional Section 8 rental assistance for low-income households.	Responsible Agency: Community Development Department Financing: HUD Section 8 Certificate and Housing Voucher Programs Time Frame: Ongoing	The City continues to support Riverside County Housing Authority's efforts to provide rental assistance in Coachella.	Continue.
7.2	<ul> <li>Monitor and assist in the preservation of affordable units at risk of converting to market rate. Actions will include:         <ul> <li>Monitor the Risk Assessment report published by the California Housing Partnership Corporation (CHPC).</li> <li>Maintain regular contact with the local HUD office regarding early warnings of possible opt-outs.</li> <li>Maintain contact with the owners and managers of existing affordable housing to determine if there are plans to opt out in the future and offer assistance in locating eligible buyers.</li> <li>Maintain the list of potential purchasers of at-risk units and act as a liaison between owners and eligible purchasers.</li> </ul> </li> </ul>	Responsible Agency: Community Development Department Funding: HCD Time Frame: As needed and ongoing, 2014–2021	The City has monitored the status of housing projects with expiring covenants. City works with Community Housing Opportunities Corporation to apply for 9% tax credit allocation, Joe Serna Funds, and County Housing Authority	Continue.

Program	Program	Responsible	Evaluation	Modify/Delete/
#	Description	Party; Timeline		Continue
	Ensure that all owners and managers of affordable housing are provided with applicable state and federal laws regarding notice to tenants of the owner's desire to opt-out or prepay. State law requires a 12-month notice.		facilitated funding for redeveloping an existing affordable housing site into 110 unit multifamily residential development (CV Apartments).	

## **Appendix E: Public Outreach Summaries**

Public Outreach Summaries

City of Coachella | E-1

## **Appendix E: Public Outreach Summaries**

- E1. Focus Group Meetings
- **E2. Steering Committee Meetings**
- E3. Public Workshop
- E4. Study Session

## E1. Focus Group Meetings



### **MEMO**

To: Luis Lopez, J.D. | Development Services Director – City of Coachella

From: Kathryn Slama | Senior Associate – Lisa Wise Consulting, Inc.

Date: May 6, 2021

Subject: Coachella 6th Cycle Housing Element Update- Summary Focus Groups

### Focus Group Overview

The City of Coachella conducted two focus group meetings as part of the preparation of the 6<sup>th</sup> Cycle Housing Element Update. Led by the City's consultant, Lisa Wise Consulting, Inc. (LWC), the meetings were conducted virtually via Zoom, on Wednesday April 21, 2021 and Friday April 23, 2021 with 8 individuals with special knowledge and interest in housing issues in the City. The purpose of the meetings was to introduce the Housing Element update process and solicit feedback on housing related issues and opportunities which will inform and support the development of policies and programs for the City. The City conducted meetings with the following groups:

- 1. Community and Housing Advocates; and
- 2. Housing Developers

Each meeting began with a presentation by LWC on the Housing Element, including purpose, components of a Housing Element, and overview of State requirements. Following the presentation, LWC facilitated a discussion guided by open-ended questions about fair housing issues, market characteristics, development constraints, housing needs (including special needs groups), and unique housing conditions and opportunities in the city. Participants were encouraged to respond to the questions verbally, but the chat function was also available for use, if preferred. The presentation is included in Attachment A and the questions are provided in Attachment B of this memo.

The City identified and sent email invites to 51 individuals, with reminder notifications sent closer to the date. The participants were invited to join a meeting based on their industry and area of familiarity. Of the 51 invited individuals, 11 RSVP'd, and 8 individuals participated. LWC offered follow up meetings to three individuals who were unable to attend their scheduled meeting.

Below is a summary of the feedback received during the meetings.

### Summary of Feedback

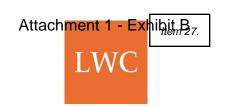
The following is a summary of the input received from all participants, in aggregate format.

#### A. Coachella Housing Needs

- 1. Underserved groups tend to be low-income individuals, older individuals, full time and seasonal agriculture workers, mixed status families, and Native Americans.
- 2. There is a need and an interest in creating workforce housing, especially housing for farmworkers near the farms.
- Accessory Dwelling Units are a growing in-demand housing option in Coachella which should be encouraged, but a diverse range of housing types are still needed to meet the demands of the City.
- 4. Mixed status families are afraid to apply for additional housing aid from state and federal resources even though they may need it and qualify.
- 5. There is an interest in preserving existing seasonal farmworker housing in unincorporated areas of the County.
- 6. Development within the City of Coachella tends to concentrate and segregate housing opportunities based off socioeconomic status. There needs to be a better integration of various income level housing opportunities throughout the City.

#### B. Housing and Development Constraints

- Development standards need to be reevaluated to increase flexibility in housing production.
   Participants have shown desire to reduce setbacks, up zone areas, and create more mixed-use opportunities in the City's Downtown.
- Developers may use Senate Bill 35 for future development so City staff should increase familiarity with the law and its implication for housing development to help expedite approval.
- 3. Affordable housing developers are building larger family units (1-, 2-, and 3-bedroom apartments) and supportive housing. Larger family units require more amenities and infrastructure driving up costs and fees.
- 4. The type of affordable housing (e.g., attached apartments, row houses, etc.) is driven by the funding systems in place that pay for affordable housing development. Affordable housing developers are restricted to the type of housing that their funding sources pay for.
- 5. Affordable housing developers have difficulty meeting state and federal funding requirements because of the City's density restrictions and other limitations (parking, height limits, Floor Area Ratio restrictions, etc.).
- 6. Affordable housing developers use scorecards to identify appropriate sites for development that are likely to be competitive for funding. For a site to be rated high on the scorecard, the site usually must be a certain size to meet a density threshold and must be located close in proximity to community amenities such as parks, transportation, and schools. These sites are rare in Coachella and the greater Coachella Valley.



7. Coachella may identify sites that they would like to be developed for affordable housing. However, if the site does not have access to community amenities or infrastructure in-place then it is infeasible for affordable housing to be developed by nature of the funding mechanisms in place. Cities will not invest in infrastructure/amenities if the population is not there. Affordable housing developers cannot develop if the infrastructure/amenities is not in place. This is a cycle that requires better coordination to ensure sites meet criteria for funding.

#### C. Policy/Program Recommendations

- Develop a comprehensive short term rental policy. Short term rentals fragment the community and are very expensive/lucrative preventing more housing from being established and can be related to the gentrification and displacement of communities within the City.
- 2. Explore various programs and policies that encourage equal opportunity to housing such as permanent affordability and inclusionary zoning.
- Consider developing an anti-displacement policy because development is occurring disproportionately (primarily in the west part of the City) and at varying scales for different neighborhoods. Vulnerable communities have been displaced and more neighbors are atrisk.
- 4. Explore first-time homebuyer programs and subsidy programs for low-income residents in order for this income group to mix with the larger Coachella population.
- 5. Provide additional financial relief to affordable housing developers. If capital is not available, then the City should reevaluate its existing resources and processes to reduce overall construction costs. Multiple affordable housing developers emphasized fee waivers as an appropriate financial relief option.
- Streamline the permitting process to reduce cost of development and time spent on permitting process. An expensive development process will defeat any well-intentioned policy because projects time and money on the administrative process and approval procedures.
- 7. Research the financial feasibility of mixed-use homes with affordable housing above commercial uses.
- 8. Annex agricultural land outside City limits to preserve and develop more farmworker housing. Farmworkers are an often-displaced socioeconomic group since the cost of living within the City is too high. In order to accommodate the needs of farmworkers and prevent further displacement, the City should consider annexing the agricultural land outside the City where the cost of living is more affordable and where farmworkers are currently commuting to.



# Coachella

# Housing Element Update

**April 2021** 



Item 27.

# Agenda

- What is the Housing Element
- Update Process
- Discussion





A **Housing Element** is required by State law and compels Woodland to do their "fair share" of planning for adequate housing

### Housing Element must:

- Assess community housing needs and conditions of housing stock
- Establish a roadmap to accommodate projected housing demands
- Set citywide housing-related goals, objectives, policies, and programs
- Show how the City will meet demand for housing for all income levels

# Other Mandatory General Plan Elements:















## **Housing Element Components**

- 1. Housing Element Review: A performance evaluation of policies and programs from previous housing elements.
- 2. Housing Needs Assessment: A review of the existing and projected housing needs, especially regarding special needs populations
- 3. Adequate Sites Inventory: A record of suitable land zoned to accommodate the City's share of regional housing needs
- 4. Housing Resources Assessment: Identified opportunities to support the development, preservation, and rehabilitation of housing
- 5. Housing Constraints Assessment: Identified governmental and non-governmental (market, environmental, etc.) impediments to housing development
- **6. Implementation Plan:** Goals, policies, and programs dedicated to meeting the City's housing need

## Regional Housing Needs Allocation (RHNA)

Regional Housing Needs Assessment or RHNA:

- Projected number of new housing units needed
- Each jurisdiction must show it can accommodate its total RHNA number, and its allocations by income level.
- Mandated by State law

	SCAG	CVAG	Coachella
	6th Cycle RHNA	6th Cycle RHNA	6th Cycle RHNA Share
Very Low 30-50% MFI	352,796	6,204	1,033
Low 50-80% MFI	206,807	4,664	999
Moderate 80-120% MFI	223,957	5,561	1,367
Above Moderate >120% MFI	559,267	15,190	4,487
Total	1,341,827	31,619	7,886

Coachella City Median income 4-person household: \$34,224

Page 711 Side County Median income 4-person household: \$67,005

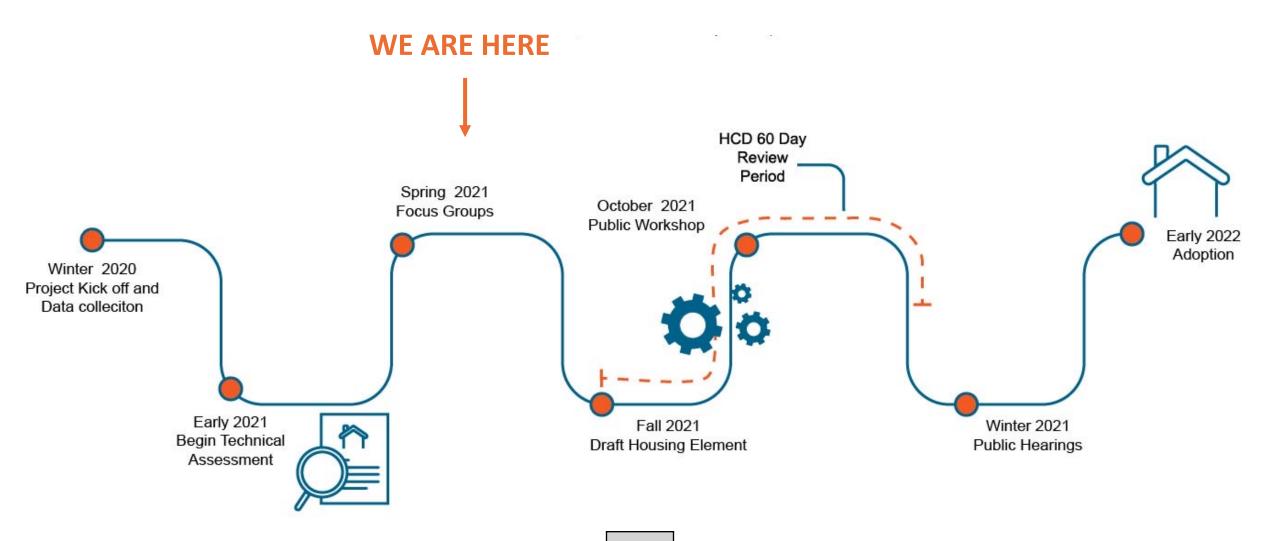
## How Does the Housing Element Help the City Meet its Goals?

- Develop an inventory of sites sufficient to meet the City's RHNA allocation
- Establish policies and programs to incentivize both market-rate and affordable housing development
- Identify additional strategies to reduce constraints and expand housing production





## **Update Process**



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## **Update Process**

## Focus Groups - Why We Are Here

- Purpose: Introduce the housing element update, discuss opportunities and constraints to housing development, and receive policy/program recommendations
- Who/When: Three (3) focus group sessions for a variety of stakeholders including
  - Community and Housing Advocates
  - Housing Developers
  - Local Institutions and Businesses



## **Focus Group Protocols**

### **Group Norms**

- Each participant will be treated with respect
- Please be mindful of time
- Allow other participants to finish speaking before beginning to speak

### **Format**

- Open discussion with guided questions
- The **chat function** will be available if you would like to provide written comment, though the focus is will be on the dialogue.
- **Recordation:** Notes will be taken, and chats will be saved



# **Discussion**



### Appendix B: Focus Group Discussion Questions

#### **Community and Housing Advocates**

- 1. Who are the most underserved groups in the City?
- 2. What type of housing is most needed/in short in supply in Coachella?
- 3. Do you see any disparities or concerns in housing patterns or trends in Coachella?
- 4. Are you concerned about concentration or segregation in housing access and/or opportunity in Coachella?
- 5. What are the most critical gaps in housing services/options in Coachella?
- 6. What are the challenges or barriers to filling these gaps/providing adequate and sufficient housing?
- 7. What would be your top policy or program recommendations to the City?

#### **Housing Developers**

- 1. What types of housing does your organization specialize in? What role does your organization play in helping provide housing in Coachella?
- 2. What are the unique challenges with building housing in Coachella?
- 3. Are there any specific constraints with residential development standards and/or approval procedures in Coachella?
- 4. What are the most in demand housing typologies in Coachella?
  - o What can the City do to facilitate these types of housing developments?
- 5. Where (geographically) do you see opportunities for (affordable) housing in Coachella?
- 6. What would be your top policy or program recommendations to Coachella?
- 7. For affordable developers only:
  - o Tell us about your most successful project in Coachella or nearby communities? Why?
    - What are the key factors for that success?
  - What are the unique challenges with building affordable housing in Coachella?

## **E2.- Steering Committee Meetings**

## 6<sup>th</sup> Cycle Housing Element Update

#### City of Coachella

### **Steering Committee Meeting Notes**

Date: July 26, 2021 Time: 5:00 PM Attendees:

Lisa Wise Consulting, Inc.:

- Kathryn Slama
- David Bergman
- Lindsey Squirewell

City of Coachella:

Gabriel Perez, Assistant Community Development Director

Steering Committee:

- Ana Perez
- **Taylor Varner**
- Fernando Heredia
- Mike Walsh
- Jim Kosak
- Daniel Wozniak
- Absent
  - Sahara Huazano Alianza Coachella Valley
  - Dave Davis- Chelsea Investments

#### 1. Introductions

- 1. Taylor Varner Lift to Rise
  - Lives in Indio a.
  - b. Regional Affordable Housing Planner at Lift to Rise
  - Wants to contribute as a community developer and provide input to the C. local government on constraints
- 2. Fernando Heredia Our Lady of Soledad
  - Deacon at Our Lady of Soledad a.
  - b. Lives in La Quinta
  - Wants to help because effective housing creates productive citizenship C.



- 3. Mike Walsh Riverside County Housing Authority
  - a. Works for Riverside County Housing Authority, Workforce Housing
  - b. Member of Our Lady of Soledad
  - c. Lives in Indio
  - d. Wants to help with solving housing challenges and creating effective partnerships with other organizations
- 4. Ana Perez Real Estate Agent
  - a. Lives and works in Coachella for 12 years
  - b. Real estate professional
  - c. Opened her real-estate office in 2020
  - d. Wants to contribute housing market knowledge and service to the community
- 5. Jim Kosak Strategic Land Partners
  - a. Works for Strategic Land Partners
  - b. Owner of 280-acre property
  - Developed hotels, mixed-use, and multi-family and single-family detached residential
  - d. Has 25 years of real-estate experience
- 6. Daniel Wozniak Pulte Homes
  - a. Works as a developer for Pulte Homes (3<sup>rd</sup> largest builder in the U.S.)
  - b. Four projects in Coachella, 50 200 lot projects
  - c. Lives in Coachella
  - d. Interested in what the City's housing goals and interests are for the future

### 2. Steering Committee Overview

- a. Discussed Role and Purpose of the Steering Committee
- b. Advisory Recommendations to City staff

#### 3. Discussion

- No one is building 30 du/ac (HCD assumes affordable housing more likely on properties with densities allowed up to 30 du/ac). Cap and trade project (Pueblo villas) probably isn't 30 ac/du. It is difficult to achieve the required density unless the units are studio or one bedroom, as its too expensive to build taller. The market cannot absorb the cost of affordable housing construction without outside sources. The current rents are not high enough to cover the costs of more expensive development typologies.
- Coachella needs more infrastructure investment, reduce funding and timing for future projects.
  Suggests that policies should focus on high density and lower development costs to help fulfill the
  requirements (e.g. tiered fee structure). Opportunity to shorten entitlement timeline (takes years at
  times). Suggests City makes SB 35 streamlining more visible as an option.



- Land brokers need incentives to increase density to bring down land costs and lower development
  costs if City wants to affordable housing units. Most owners entitle larger lots (7,200 sf) to set up
  for product types of key developers. Consider streamlining and allowing smaller lots w/o extra
  process.
- Organizations such as Habitat for Humanity will be helpful in the affordable housing construction and helping increase housing supply.
- Builders want certainty in development. Time to entitle land is a negative. Owners/developers will
  not ask for exceptions to requirements (even if allowed), if it would require any extra process or
  extend the review/entitlement period.
- Cost of land:
  - Raw land always takes time to process, it is an expectation in the entitlement process
  - Cost of land depends on size, if it entitled, utility access, etc.
  - Some people buy land cheap, entitle and process CEQA then resell much higher (e.g. \$10k/acre Agricultural land resell at \$400k to \$1M/acre if entitled and ready to go
- City seeking "pro-housing' designation. Recommend adding policies into the Housing Element to help identify incentives.



# 6<sup>th</sup> Cycle Housing Element Update

#### City of Coachella

## **Steering Committee Meeting Agenda**

Date: August 16, 2021

Time: 5:00 PM Attendees:

Lisa Wise Consulting, Inc. (LWC):

- Kathryn Slama
- David Bergman
- Lindsey Squirewell

#### City of Coachella:

• Gabriel Perez, Assistant Community Development Director

#### Steering Committee:

- Ana Perez

  Real Estate Agent
- Taylor Varner Lift to Rise
- Fernando Heredia- Our Lady of Soledad
- Mike Walsh Riverside County Housing Authority
- Jim Kosak

   Strategic Land Partners
- Daniel Wozniak Pulte Homes
- Sahara Huazano (1st meeting) Alianza Coachella Valley
- Kenneth Rogers (1st meeting) CVHC Sr project Manager in Indio

#### 1. Technical Assessment Discussion

- o Is Coachella considering an inclusionary housing requirement?
- o Is the 5<sup>th</sup> Cycle rezone program completed?
  - City estimates completion in September 2021
- o Is rezoning expected for the 6th cycle?
  - City has capacity under General Plan land use. City will need to rezone to implement the General Plan
- o Is City pursuing a "pro-housing" designation?
- o Will the Housing Element address homelessness and farmworkers?
- Constraints
  - Development fees are higher for singer family development



- City should compare to other cities in the desert
- Are other requirements a constraint (e.g. setbacks)
  - For single family, setbacks are not a constraint. Reduced setbacks would allow larger building envelope (for single family), not necessarily help with affordability
  - Relaxed setbacks can create more infill sites opportunities all density options should be considered
- Street with smaller widths (that don't meet City ROW requirements) are subject to HOA rules and not zoning rules. This is difficult at times
  - Some developments provide private small street with no sidewalks to decrease building costs
  - City to allow smaller streets, can avoid HOA and reduce costs
- Affordable Housing and Incentives
  - What are the incentives for developer to provide affordable housing since the profit yields less than market rate housing? Needs to make up the difference and protect market rate owners investment
  - Incentives are usually a requirement of affordable development, unless City implements inclusionary requirement
  - Community Land Trust- maintain affordability when sold
  - Single family is being excluded from affordable housing assumptions because high density requirements for affordable housing
  - Affordable housing is not affordable to build, just affordable to tenants. Need subsidy and tax credits
  - Don't limit development too much, otherwise other development types are not feasible (e.g. single family)
  - Programs can include covenants for home loans (for certain professions (teachers, nurses) they can qualify for higher loans
  - For profit companies and nonprofit companies should team up to qualify for the most financing options (and the nonprofit can help navigate requirements for subsidy and tax credits)
  - Developers should have options to include affordable housing

#### 2. Draft Implementation Plan

- o How are we going to prioritize affordable housing?
- Are we going to expand residential zones?
- o SB35
  - General Plan/Zoning consistency is a challenge without an updated Code
  - Look into San Francisco as a reference for SB35 implementation procedures
- Uncertainty is the biggest risk for developers
  - Remove CEQA requirements, decrease building process & plan check time



- Developers would pay extra for express/expedited processing
- We should develop ways to lower development fees or give land to developers
- Fee waivers to expedite process
- A city funded senior center funded would be a good amenity provide residential development near by
- Amenities and neighborhood resources are important to consider to ensure equity in housing placement
  - Create a subdivision of affordable housing next to market rate
- No known areas of segregation or concentration
- No areas as high resources or opportunity by TCAC, this is a disadvantage when competing for funding
  - What does Coachella need to have higher numbers of opportunity zones
- o Coachella has low income compared to region, but higher rate of home ownership
  - How to maintain ownership opportunities without USDA 502 loans

# 6<sup>th</sup> Cycle Housing Element Update

#### City of Coachella

## **Steering Committee Meeting #3 Agenda**

**Date:** August 27, 2021 **Call-In Number:** +1669 900 6833

Time: 5:00 PM Meeting ID: 825 3325 0937 Passcode: 888689

Link: https://us02web.zoom.us/j/82533250937?pwd=a2FCLzZVRUJuZ1lpVzkrcVNlcmlaUT09

1. Welcome

#### 2. Draft Housing Element Release

a. Goals and Policies/ Programs Discussion

#### 4. Public Workshop Preparation - October 14th

- a. Ideas for Workshop Format
- b. Outreach

#### 5. Next Steps

a. Joint Study Session of City Council and Planning Commission Nov 8 at 5 p.m.

# E3.- Public Workshop

City of Coachella 6th Cycle Housing Element Update **Public Workshop** 

Thursday, October 14, 2021, at 6:00 pm Zoom Webinar

#### Introduction

On October 14, 2021, the City of Coachella (City) hosted a virtual public workshop for the 6<sup>th</sup> Cycle Housing Element Update project. Gabriel Perez, Community Development Director, opened the meeting and explained the intent of the workshop is to provide information about the Housing Element Update process and answer questions. The presentation was available in English and live Spanish translation. Director Perez introduced additional City staff and the Consultant Team, Lisa Wise Consulting Inc. (LWC). Kathryn Slama, Senior Associate and project manager, and David Bergman, Director, presented on behalf of LWC. The presentation addressed the following topics:

- 1. Housing Element Overview
- 2. Process and Public Outreach
- 3. Housing Needs and Conditions in Coachella
- 4. Public Review Draft Housing Element
- 5. Next Steps for the Coachella Housing Element Update
- 6. Questions and Discussion

#### **Format**

The public workshop was facilitated by City staff, with a presentation from LWC. Due to COVID-19 conditions, the meeting was held virtually via Zoom. Public participants were able to access the meeting by computer or by phone in English or Spanish. Participants were encouraged to provide feedback on the presentation and Housing Element document verbally at the meeting or by Zoom comment box. Over 20 people virtually attended the public workshop.

The City prepared a community workshop notice in English and Spanish that was published on the project website, Coachellahousing element.com and distributed by the City. (see below).



#### City of Coachella

#### Housing Element Update **Community Workshop Notice**

The City of Coachella will hold a virtual Community Workshop for the purpose of introducing, discussing, and accepting comments concerning the 2021- 2029 Housing Element Update project. The meeting will be held on Thursday, October 14, 2021 at 6:00 pm. The meeting will be held via Zoom as a weblnar. Please view the Meeting Instructions below.

The Housing Element is one of the seven mandated elements of the City of Coachella Gener Plan. It sets forth the City's strategy to preserve and enhance the community's resident character, expand housing opportunities for all economic segments, and provide guidance are direction for local government decision-making in all matters related to housing.

The City of Coachella, along with all other California cities and counties, is required to adequately plan to meet the housing needs of everyone in our community. The City is currently updating the 6th Cycle Housing Element for the 2021-2029 eight-year period.

The foundation of the Housing Element is the Regional Housing Needs Assessment (RHNA), in which the State estimates each region's housing needs for all income groups for the upcoming eight years. The Oily of Coachelia's RHNA target for the 2021-2029 planning period is 7.886 new residential units. The Housing Element Identifies vacant sites that are considered the most appropriate for residential development and have adequate capacity to accommodate the RHNA.

More information regarding the Housing Element can be found on the City's web site at the following <a href="https://www.coachellahousingelement.com/">https://www.coachellahousingelement.com/</a>.

- The Housing Element Update:

  Will cover the 2021-2029 planning period

  Provides an assessment of current and future housing needs, and the resources and constraints related to hotee needs.

  Provides a comprehensive strategy that establishes the basis for housing goals, policies, and programs.

#### PUBLIC REVIEW

Draft will be available for review and comment from September 29, 2021 through November 30, 2021 and may be accessed at the following locations:

On the City's Housing Element Update web page at

City Hall Community Development Department, 53990 Enterprise Way, Coachella, CA
 Coachella Library, 1500 Sixth Street, Coachella, CA

#### MEETING INSTRUCTIONS

PLEASE NOTE: The Community Workshop will be conducted pursuant to the Governor's Executive Order N-29-20 and as outlined below.

- Public comments may be received either in person, via email, or telephonically, or via Zoom with a limit of 250 words, or three minutes:
- Written comments may be submitted to the City Council electronically via email to gperez@coachella.org. Transmittal prior to the start of the meeting is required.

#### Zoom Meeting Information: Zoom Link to join the webinar

- This resultant is the secondary this control of the control of the

Zoom meeting instructions are provided on the Housing Element Web page.

#### QUESTIONS OR COMMENTS

Email us at <a href="mailto:gperez@coachella.org">gperez@coachella.org</a> or visit the Housing Element web page at <a href="https://www.coachellahousingelement.com/">https://www.coachellahousingelement.com/</a>



#### Ciudad de Coachella

#### Aviso de Taller Comunitario para la Actualización del Elemento de Vivienda

La Ciudad de Coachella llevará a cabo un Taller Comunitario virtual con el propósito de presentar, discutir y aceptar comentarios sobre el proyecto de la Actualización del Elemento de Vivienda C2021-2029. La reunión se llevará a cabo el Jueves 14 de Octubre del 2021 a las 600 pm. La junta se llevará a cabo a través de Zoom como un seminario web. Por favor de seguir las instrucciones de la reunión a continuación.

El Elemento de Vivienda es uno de los siete elementos obligatorios del Plan General de la Cludad de Coachella. Establece la estrategia de la Cludad para presenvar y mejorar el carácter residencial de la comunidad, ampliar las oportunidades de vivienda para tedos los segmentos económicos y proporcionar orientación y dirección para la toma de decisiones del gobierno local en todas los austinos relacionados con la vivienda.

Se requiere que la Ciudad de Coachella, junto con todas las demás ciudades y condados de California, planfilquen adecuadamente para satisfacer las necesidades de vivienda de todos en nuestra comunidad. La Ciudad está actualizando el Elemento de Vivienda del Sexto Ciclo para el período de ocho años 2021-2029.

La base del Elemento de Vivienda es la Evaluación de Necesidades de Vivienda Regional (RHNA), en la cual el Estado estima las necesidades de vivienda de cada región para fodos los Concelhe para el periodo de planificación 2012-1029 en 7.886 neueros unidades residenciación 2012-1029 en 7.886 neueros en 7.886 neu

Para más información sobre el Elemento de Vivienda visite la página web de la ciudad https://www.coachellahousingelement.com/.

- Actualización del Elemento de Vivienda:

  Cubrità el periodo de planificación de 2021-2029

  Proporciona una evaluación de las necesidades de vivienda actuales, futuras, los recursos y initiaciones relicionados cor esas necesidades.

  Provinciones de vivienda, la companya de la companya de la companya de vivienda que establece las bases para las metas, pólizas y programas de vivienda.

El Elemento preliminar estará disponible para revisión y comentarios del 29 de Septiembre 2021 hasta el 30 de Noviembre 2021 y puede ser localizado en:

- En la página web de la Actualización del Elemento de Vivienda https://www.coschellshousingelement.com/
  Departamento de Servicios de Desarrollo de la Ciudad de Coachella 53990 Enterprise Way, Coachella, C4 92236
  Biblioteca de Coachella 1300 6th Street, Coachella, C4 92236

#### INSTRUCCIONES PARA LA JUNTA DE ZOOM

TENGA EN CUENTA: El Taller Comunitario se llevará a cabo de conformidad con la Orden Ejecutiva del Gobernador N-29-20 como se describe a continuación.

- Los comentarios públicos se pueden recibir en persona, por correo electrónico o por teléfono, o mediante Zoom con un limite de 250 palabras o tres minutos:
- Los comentarios escritos pueden enviarse al Ayuntamiento de forma electrónica por correo electrónico a goerez/@coachella.org. Se requiere la transmisión antes del inicio de la junta.
- Español: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

- INFORMACIÓN DE LA JUNTA DE ZOOM

  Entiaco de Zoom para untres al seminario web:
  https://dozbenb.com.cas/ds/2501593977pode-U3V050NsS18Ns1k0UXRec0hs138R2/02

  Identificación del seminario web: 852 0159 3097
  Passcode 4/1978

Las instrucciones para la junta de Zoom se proporcionan en la página web del Elemento de Vivienda

#### PREGUNTAS O COMENTARIOS

Envienos un correo electrónico a <u>aperez@coachella.org</u> o visite la página web del Elemento de Vivienda en <u>https://www.coachellahousingelement.com/</u>

The City remains available to accept comments or answer questions via phone or email.

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#### **Summary of Comments**

The following is a summary of questions and comments from members of the public and the subsequent discussion held during the public workshop:

- How can interested persons participate in the Housing Element Update process? There are many ways to participate in the Housing Element Update process. The steering committee meetings included non-profit and for-profit developers, faith-based groups, and the housing authority, among others. This workshop is another way to participate. Additional opportunities for participation include the November 8, 2021, 5 p.m. City Council and Planning Commission study session and an upcoming online survey (expected the week of October 25, 2021)
- What does "affordable housing" mean? "Affordable" is a technical term that refers to the amount of income spent on housing (no more than 30%) relative to income categories set by the State (e.g., Extremely Low, Very Low, Low, Moderate) based on a region's Area Median Income (AMI), in this case, for Riverside County. The AMI metric is often used on the scale of the household, instead of on the scale of individual persons. Affordable housing generally includes below market-rate housing and can come in a variety of all kinds of building types, including duplexes, courtyard housing, and apartments.
- How is the City ensuring that Coachella residents won't be displaced, including low-income persons of color? The City should look at inclusionary zoning ordinances, rent control, land trusts, and types of anti-displacement strategies. The idea behind a housing element update is to ensure that cities have enough space available to produce housing attainable to persons at all income levels, including below market-rate housing. Many of the sites identified by the City that will be used for complying with the City's Regional Housing Needs Allocation (RHNA) are on vacant land, so they will not remove existing housing. In addition, the program recommendations (e.g. anti-displacement strategies) will be included for consideration at the upcoming City Council and Planning Commission study session scheduled for November 8, 2021.
- How will the City prevent segregation of neighborhoods based on income levels
  and the concentration of poverty? The City is sensitive to this issue. Pursuant to state
  law, the City will conduct an analysis to "affirmatively further fair housing" and investigate
  areas that may be segregated by income, race, etc. Once that analysis is complete, the
  City will be able to identify any pockets of concentrated poverty and see whether any lowincome housing sites are identified there, and develop programs or policies as
  appropriate.
- The City should have its Code Enforcement Division help rehabilitate existing housing, such as small loans for residents to make repairs. The City does provide a Residential Rehabilitation Program to residents (as funding is available), and will continue to advertise this on its website, share information with service organizations, and post information in City Hall. Please also see Program 2.1 of the Housing Element Update.

• Does the Housing Element Update consider climate goals and proximity to transit in its analyses? Yes, the Housing Element Update promotes housing near jobs and transit to reduce climate impacts that occur on account of commutes.

# E4.- Study Session

City of Coachella 6<sup>th</sup> Cycle Housing Element Update City Council/Planning Commission Joint Study Session

Monday, November 8, 2021, at 5:00 pm Zoom Webinar and In-Person at the Coachella City Hall Council Chambers

#### Introduction

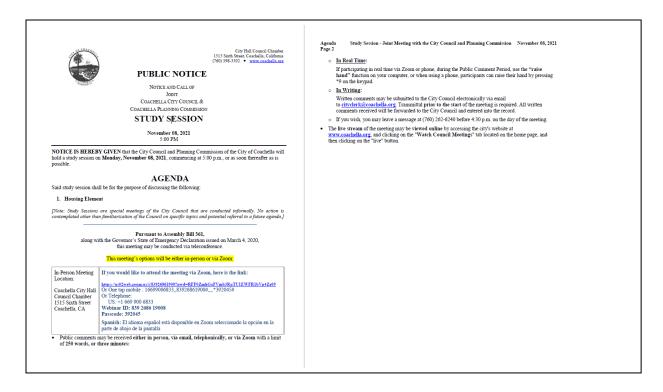
On November 8, 2021, the City of Coachella (City) hosted an in-person/virtual joint City Council/Planning Commission study session for the 6<sup>th</sup> Cycle Housing Element Update project. Mayor Steven Hernandez opened the meeting and introduced Gabriel Perez, Community Development Director, who explained the intent of the study session was to review the draft Housing Element Update, as well as to receive comment and answer questions. The presentation was available in English and live Spanish translation. Director Perez introduced the Consultant Team, Lisa Wise Consulting Inc. (LWC). Kathryn Slama, Senior Associate and project manager, and David Bergman, Director, presented on behalf of LWC. The presentation addressed the following topics:

- 1. Housing Element Overview
- 2. Process and Public Outreach
- 3. Housing Needs and Conditions in Coachella
- 4. Public Review Draft Housing Element
- 5. Public Workshop
- 6. Next Steps for the Coachella Housing Element Update
- 7. Questions and Discussion

#### **Format**

The study session was facilitated by Mayor Hernandez, Planning Commission Chair Virgen, and Director Perez, with a presentation from LWC. Due to COVID-19 conditions, the meeting was held virtually via Zoom with the option for in-person attendance at the Coachella City Hall Council Chambers. Public participants were able to access the meeting by computer or by phone in English or Spanish. Participants were encouraged to provide feedback on the presentation and Housing Element document verbally at the meeting or by Zoom comment box. Over 15 people attended the study session via Zoom.

The City noticed the study session on the City's website and according to standard public meeting procedures.



The meeting was recorded and posted on the City's webpage (<a href="https://coachellaca.swagit.com/play/11092021-715">https://coachellaca.swagit.com/play/11092021-715</a>) so it may be viewed at any time. The City remains available to accept comments or answer questions via phone or email.

#### **Summary of Comments**

The following is a summary of questions and comments from both City Council and Planning Commission members, as well as questions and comments from members of the public. Three emails were also entered into the record.

- Elected and appointed officials want to receive Housing Element Update materials sufficiently in advance of meetings to be more prepared.
- Does the fact that the median income in Riverside County is higher than the median
  income in Coachella present opportunities for Coachella? While grants and other
  funding for affordable housing are very competitive, the relative lower income of Coachella
  residents is a factor that could help proposed affordable housing projects in Coachella
  score higher for receiving funding or tax credits from programs through Riverside County
  or the State. Additionally, because the income limits are based on County-wide figures, a
  larger proportion of Coachella's households will qualify for below market rate housing.
- The City should look at its last (5th cycle) housing element update to see how it has been recently promoting affordable housing. The City has 560 units in the pipeline;
   106 currently under construction. Let's promote our successes. The City does look at how it has performed over the last housing cycle through its current housing element

update. The housing element update will highlight how many affordable units have been built since the start of the last housing cycle.

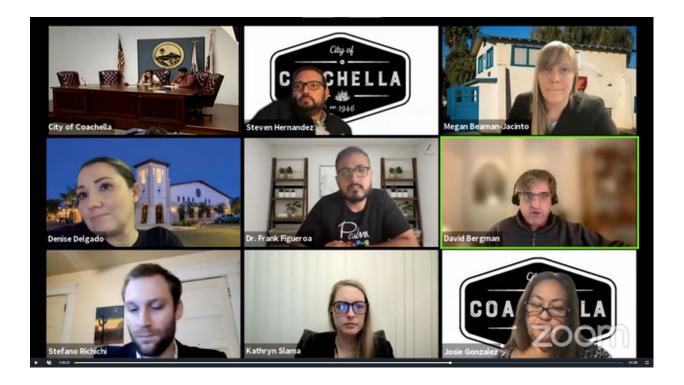
- Affordable housing units in the City should be high-quality. Coachella residents that live in affordable housing units should not feel inferior to other residents, especially because of the quality of their housing. We want residents to feel at home and not segregated. While capacity constraints such as lot coverage restrictions can negatively impact the profitability of housing projects, and therefore in part the type of materials used for construction of affordable housing units, the Housing Element Update team will work to ensure affordable housing is not distinct from market-rate housing. The City can consider programs to require projects to provide the same type of fixtures and appliances for market rate and affordable units.
- The City needs to update its Zoning Ordinance and Zoning Map to be consistent with its General Plan. The City currently is circulating a request for qualifications (RFQ) to this effect.
- The City should address senior housing needs, both in the short and long term.
   Senior housing should be near amenities, as some senior may not have reliable transportation or may not be able to drive. The City should also streamline senior housing projects.
- The City should ensure sufficient housing for veterans and needs to collaborate with developers to build affordable housing.
- Housing prices continue to increase, whereas household incomes are remaining stagnant in Coachella. What can be done to combat this? The housing element is a roadmap for the production of affordable housing units, or the supply side of housing. While access to high paying employment is a challenge, the housing element does not address this directly. Moreover, the City is looking into how to reduce governmental constraints that artificially increase the cost of housing, such as particular minimum lot sizes.
- Although the City has high homeownership rates, most homeowners in Coachella are cost-burdened by the cost of their housing. This is a problem for families.
- The City should consider adopting an inclusionary zoning ordinance.
- housing). This includes condominiums and fourplexes, etc. These types of housing should also be near amenities, such as access to medicine, jobs, churches, and counseling centers. We can look at the Zona Central between Avenue 50 and 52 to continue the grid. The housing element update promotes a diversified housing stock—everything from detached single-family housing to missing middle housing to federally subsidized, traditional affordable housing. The Housing Element acknowledges that access to amenities is an important factor in remaining competitive for subsidies and grant

funds for affordable housing and will continue to work with developers to align sites for housing with high opportunity areas.

- Can the City require that first-time homebuyers have priority over others when submitting offers to purchase a home? The housing element team is not aware of any such programs in California. First-time homebuyer programs do exist where cities provide access to low interest rates or other types of funding, or education programs for first-time homebuyers. In some cities, first-time homebuyers experience difficulties in buying housing when they must compete with short-term rentals. The City does participate in a first-time homebuyer assistance program through Riverside County.
- The City should consider a bond instrument, community revitalization investment authority, a transit occupancy tax, and/or inclusionary zoning geared towards housing. The City should also incentivize developers to build affordable housing, and increase fees for developers that don't build it.
- The City should streamline affordable housing projects (have a quick turnaround time for plan check and reviews).

#### **Screenshots**

Screenshots from the Public Hearing are included below:





# **Appendix F:** Affirmatively Furthering Fair Housing (AFFH)

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## Section F.1 Introduction

Assembly Bill 686, signed in 2018, establishes a statewide framework to affirmatively further fair housing (AFFH) with the goal of achieving better economic and health outcomes for all Californians through equitable housing policies. AB 686 requires cities and counties to take deliberate actions to foster inclusive communities, advance fair and equal housing choice, and address racial and economic disparities through local policies and programs. Housing elements are now required to address the following five components:

- **Inclusive and Equitable Outreach:** A summary of fair housing outreach and capacity that includes all economic segments of the community.
- Assessment of Fair Housing: An assessment of fair housing issues, including integration and segregation patterns, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs for all identified populations
- Analysis of Sites Inventory: An evaluation of whether the sites inventory of the Housing Element improves or exacerbates conditions for fair housing.
- **Identification of Contributing Factors**: The identification and prioritization of contributing factors related to fair housing issues.
- **Priorities, Goals, and Actions to AFFH:** The identification of fair housing goals and actions that directly address the contributing factors outlined above. The housing element should include metrics and milestones for evaluating progress and fair housing results.

This section documents four of the five components of the AFFH components. The summary of AFFH-related outreach is included in Appendix E.

## F.1.1 Notes on Figures and Analysis

This Appendix contains geospatial data downloaded from HCD's AFFH Data and Mapping Resources Hub. Additional analysis is sourced from the Census American Community Survey (ACS) and HCD's pre-certified data, where appropriate.

## Section F.2 Assessment of Fair Housing

## F.2.1 Fair Housing Outreach and Enforcement

Fair housing complaints can be an indicator of housing discrimination. Fair housing issues can arise through discrimination against an individual based on the protected classifications of disability, race, national origin, familial status, disability, religion, or sex when renting or selling a dwelling unit.



The U.S. Department of Housing and Urban Development's (HUD) Office of Fair Housing and Equal Opportunity (FHEO) is the federal agency responsible for eliminating housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities. FHEO services and activities include investigating fair housing complaints, conducting compliance reviews, ensuring civil rights in HUD programs, and managing fair housing grants.

The City refers residents to the Fair Housing Council of Riverside County and the Inland Fair Housing and Mediation Board (IFHMB) to provide fair housing services for its residents. The Inland Fair Housing and Mediation Board (IFHMB) provides fair housing services to urban and unincorporated areas of Riverside County including Coachella. IFHMB offers training workshops and presentations about fair housing laws and the services and resources available through the agency. Workshops and presentations are offered for housing providers, city staff, and the public throughout the year. Topics covered in these workshops include federal and state fair housing laws, examples of discriminatory activities, suggested actions to avoid discrimination complaints, and providing resources such as brochures and other literature. The city provides residents with an online form through their website that allows people to submit fair housing complaints for a quick response time.

The City will maintain this partnership and will provide information regarding available fair housing services on the City's website. The fair housing services provided by both the Fair Housing Council of Riverside County and IFHMB include providing information, investigation, education, conciliation, and/or referrals of housing discrimination complaints free of charge to individuals. It also provides fair housing workshops that are offered year-round to educate housing providers, tenants, homeowners, and financial and lending institutions on the key aspects of fair housing law. Further, their mediation departments provide information to landlords, tenants, mobile home park owners, and mobile home residents regarding their rights and responsibilities under the California Landlord and Tenant Laws, and facilitates negotiations between parties in housingrelated disputes.

This section discusses the fair housing services available to residents in the City and the corresponding organizations that provide fair housing services to both providers and consumers of housing, as well as the nature and extent of fair housing complaints received by the fair housing provider. In general, fair housing services include investigating and resolving housing discrimination complaints; discrimination auditing and testing; and education and outreach, such as disseminating fair housing information through written materials, workshops, and seminars. The City refers residents to the Fair Housing Council of Riverside County and the Inland Fair Housing and Mediation Board (IFHMB) to provide fair housing services for its residents by disseminating educational information, performing investigations, local conciliation, and/or referrals of housing discrimination complaints free of charge to individuals. It also involves fair housing community workshops that are offered year-round to educate housing providers, tenants, homeowners, and financial and lending institutions on the key aspects of fair housing laws. From 2015 through 2017, the IFHMB provided fair housing services to 45 City residents. Of these individuals, 97 percent were lower-income earners. The largest race/ethnic group that was

provided fair housing services were Hispanic people. Through these, the City is well able to effectively disseminate fair housing resources and educational material through community outreach and other fair housing services provided to the residents of the City.

According to the California Department of Employment and Fair Housing, from 2009 through 2013, there were 17 fair housing cases in the City. Within this period, the highest number of fair housing cases filed were on the basis of race/color, resulting in 9 cases, followed by familial status with seven cases. Sexual orientation and having a national origin from Mexico had zero housing cases filed within the same period. Further, data from the California Department of Housing and Community Development's (HCD) AFFH data viewer tool shows that from 2013 to 2021 there were fewer than 0.5 fair housing equal opportunity inquiries per 1,000 people in the City, as reported by the U.S. Department of Housing and Urban Development. This includes 23 total inquiries within the 2013-2021 period of which one was on the basis of disability, one on the basis of race, two on the basis of familial status, one on the basis of sex, and the rest were uncategorized. The disposition count for these inquiries was zero, while most were categorized as a failure to respond or to not be a valid issue. Office of Fair Housing and Equal Opportunity (FHEO) data indicate that six inquiries were made in the City from Jan. 2013 to March 2021 on account of familial status (1), national origin (2), and no reason listed (3). The city does not have any pending lawsuits, enforcement actions, judgements, settlements, or findings related to fair housing and civil rights. There are no known fair housing lawsuits in the City.

City enforces fair housing and complies with fair housing laws and regulations through a twofold process: review of local policies and codes for compliance with State law, and referral of fair housing complaints to appropriate agencies. The City complies with State and federal housing laws as follows:

- Fair Housing Act; Title VI of the Civil Rights Act of 1964 the City complies by ensuring its actions related to housing are not discriminatory through City protocols, decisionmaking procedures, and adhering to non-discrimination requirements of federal funding programs.
- American Disabilities Act the City complies with the ADA through building permit review and issuance and as described in Appendix C (Housing Constraints, Section C.2.2, Housing for Persons with Disabilities).
- California Fair Employment and Housing Act (FEHA) and FEHA Regulations the City complies with FEHA and its regulations through referrals to legal assistance organizations, such as Fair Housing Council of Riverside County and the Inland Fair Housing and Mediation Board (IFHMB). The Housing Element includes policies and programs to continue to provide Fair Housing information in person and online, educate landlords and tenants regrading Fair Housing laws and tenant rights.
- Review Process (Government Code Section 65008) The City Zoning Code is written to ensure that the City reviews affordable development projects in the same way as

market-rate developments except in cases where affordable housing projects are eligible for preferential treatment. City's actions regarding the development of housing for persons and families of very low, low, moderate, and middle incomes, or emergency shelters for the homeless, are not discriminatory. Programs are included in this Housing Element to facilitate housing for all households, including protected classes (e.g., programs regarding group homes, emergency shelters, and reasonable accommodation procedures).

- Assembly Bill 686 (Government Code Section 8899.50) Appendix F of this Housing Element documents compliance with Affirmatively Furthering Fair Housing requirements.
- Equal Access (Government Code Section 11135 et. seq.) the City complies with antidiscrimination requirements by offering translation services for all public meetings and offers accessibility accommodations to ensure equal access to all regardless of membership or perceived membership in a protected class.
- Density Bonus Law (Government Code Section 65915) the City implements a density bonus program, as described in Appendix C (Housing Constraints) The Housing Element includes a program to ensure the City complies with recent updates to the Density Bonus Law.
- Senate Bill 35 (Government Code Section 65913.4). The Housing Element includes a program to comply with SB 35 by establishing a written policy or procedure, as well as other guidance as appropriate, to streamline the approval process and standards for eligible projects.
- Housing Accountability Act (Government Code Section 65589.5) the City complies with the HAA by following established review periods and timelines. Housing Element includes programs to develop objective design standards to facilitate non-discretionary review of housing projects in compliance with the HAA.
- No-Net-Loss Law (Government Code Section 65863) the City has documented compliance with sufficient capacity for RHNA, with a surplus capacity of over 3,000 units across all income categories. The City will ensure compliance with no-net-loss via required annual reporting to HCD.

#### F.2.2 Integration and Segregation

This section analyzes integration and segregation, including patterns and trends, related to populations with protected characteristics.

## Race and Ethnicity

According to the United States Census, American Community Survey (ACS), approximately 72 percent of the Coachella population belonged to a racial minority group in 2019 (this is the most recent year that data is available). Coachella has more non-white racial and ethnic groups than Riverside County where this population comprises about 40 percent of the County's total

population. Coachella has fewer White residents at about 28 percent of the population than the county at about 60 percent. In Coachella, 98 percent of the population of is Hispanic or Latino (of any race), compared to 48 percent of the population of Riverside County (see Appendix A, Housing Needs Assessment, Section A.2.3).

Figure F-1 provides Coachella's historic non-white population percentages by block group from 2010 census data. Two block groups had non-white populations at that time that were between 21 and 40 percent and two block groups had percentages between 61 and 80 percent. The rest of the city at that time was in the 41 to 60 percent range. Surrounding areas of the city had similar levels of non-white populations in the 2010 census data.

Figure F-2 shows the non-white population percentage by census block group for 2018. The majority of block groups in the city had non-white populations above 80 percent. One block group in the northern portion of the city had a non-white population percentage of about 35 percent, one block group in the west had a non-white population of about 55 percent, and one block group had a non-white population of about 64 percent to the east.

The city had higher percentages of non-white population overall in 2018 as compared to 2010 according to census data. The 2018 ACS data showed an increase in non-white population percentages in all block groups in the city over 2010 levels. Coachella contains a racial and ethnic composition that is different from the region with a higher proportion of non-white population than the county, but it has a similar racial and ethnic composition to the block groups adjacent to the city.

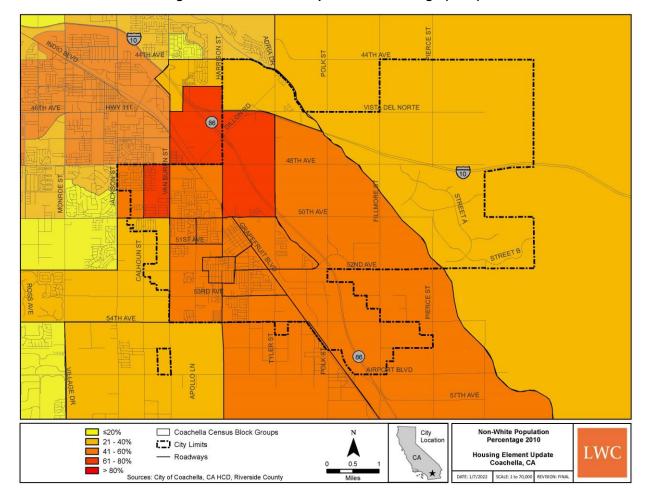


Figure F-1: Non-White Population Percentage (2010)

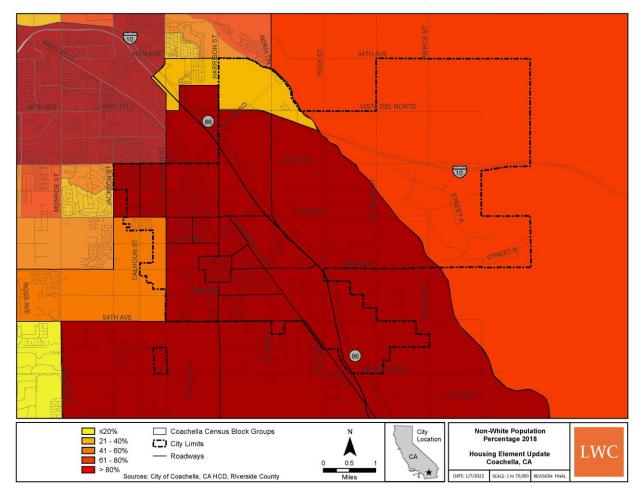


Figure F-2: Non-White Population Percentage (2018)

#### **Disability**

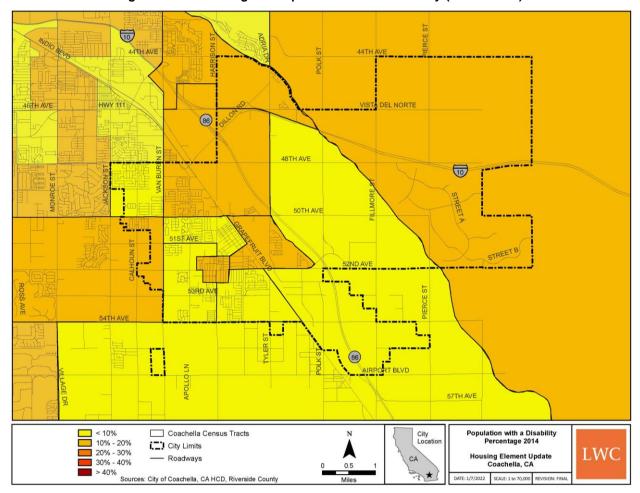
People are considered to have a disability if they have one or more of the following: hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty. Figure F-3 presents the census data for 2010 and 2014 for percentage of population with a disability and Figure F-4 shows the ACS 2015 to 2019 data for percentage of population with a disability.

According to the 2015 to 2019 ACS, approximately 8.0 percent of Coachella residents had a disability at that time, compared to 11.6 percent countywide (Table F-1). About half of Coachella's census tracts had less than 10 percent of residents experiencing disability while the other half had between 10 and 20 percent during both five-year time periods. The distribution of this population is not appreciably different from the block groups adjacent to the city.

Table F-1: Percentage of Population with a Disability (2019)

Year	Coachella		Riverside County
	Number	Percentage	Percentage
2019	3,635	8.0%	11.6%
Source: ACS 2019 5-Year Estimates, Table S1810			

Figure F-3: Percentage of Population with a Disability (2010 - 2014)



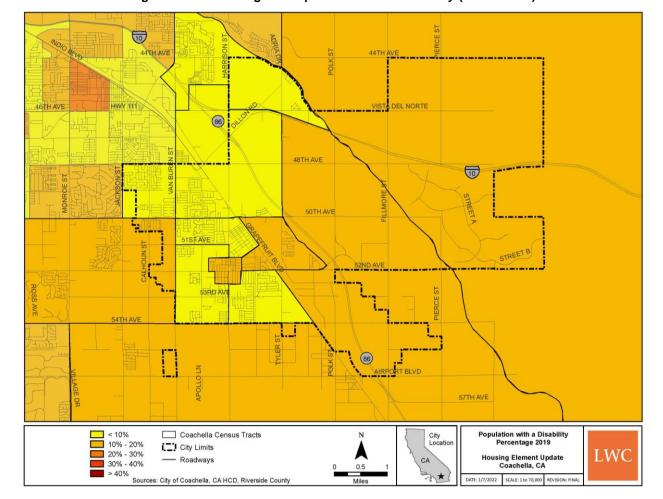


Figure F-4: Percentage of Population with a Disability (2015 - 2019)

#### **Familial Status**

Familial status refers to the presence of at least one child under 18 years old. Examples of familial status discrimination include refusal to rent to families with children, eviction of families once a child joins, confinement of families to specific floors of a building, and overly restrictive rules regarding children's use of common areas.

According to the 2015 to 2019 ACS, 31.0 percent of households in Coachella have one or more children under the age of 18. The city's share of households with children present is lower than that of the county overall at 37.6 percent. It is higher than the surrounding neighboring jurisdictions of Indio (26.6 percent), La Quinta (23.9 percent), and Palm Desert (16.8 percent). Approximately 18.6 percent of married-couple households in Coachella have one or more children under the age of 18 versus 23.4 percent in the county overall (Table F-2).

Figure F-5 shows the approximate distribution of children in married couple households in Coachella. The estimated percentages of children residing within married couple households are highest in northern and western portions of the city at over 80 percent according to the most recent ACS data. This estimate ranges from about 53 percent to about 78 percent in other census tracts of the city.

Single parent households are also a fair housing protected class. Coachella has 5.3 percent of households comprised of male or female single-parent households with children. Female-headed households are of particular concern because they may experience greater housing affordability challenges due to typically lower household incomes compared to two-parent households. An estimated 4.8 percent of households in Coachella are single female-headed households with children (Table F-3).

As shown in Figure F-6, Coachella has some variability in the estimated percentages of children in single female-headed households. The number of children in female-headed households varies across the city from about 9 percent in the north to about 30 percent in the southern portion according to the ACS data.

Table F-2: Percentage of Married-Couple Households with Children

Year	Coachella	Riverside County	
2019	18.6%	23.4%	
Source: ACS 2019 5-Year Estimates, Table DP02			

Table F-3: Percentage of Female-Headed Households with Children, No Spouse/Partner Present

Year	Coachella	Riverside County	
2019	4.8%	5.1%	
Source: ACS 2019 5-Year Estimates, Table DP02			

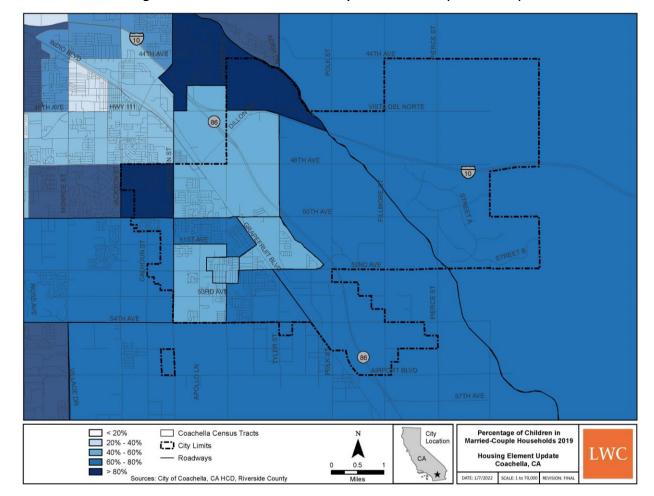


Figure F-5: Children in Married-Couple Households (2015 - 2019)

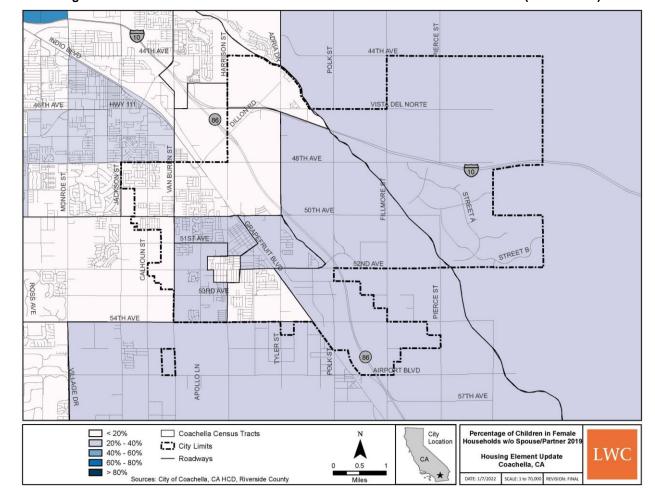


Figure F-6: Children in Female-Headed Households with No Partner Present (2015 - 2019)

#### Income

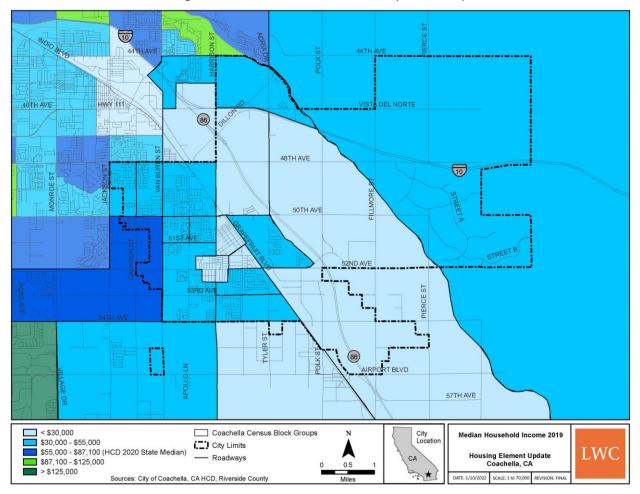
According to the 2015 to 2019 ACS, the median household income in Coachella is \$34,224, which is about half of the Riverside County median of \$67,005 over the same period. Median household incomes in Coachella and Riverside County for 2019 are presented in Table F-4.

Figure F-7 displays the distribution of median household income by census block group in Coachella. Variations in household income are observed in adjacent block groups in the city with five block groups exhibiting median household income levels below \$30,000. Most of the city has incomes in the \$30,000 to \$55,000 range, below the 2020 state median income of \$87,100. One overlapping census block in a western portion of the city contains the next highest median income range (\$55,000 to \$87,100).

Table F-4: Median Household Income

Year	Coachella	Riverside County
2019	\$34,224	\$67,005
Source: ACS 2019 5-Year Estimates, Table S1901		

Figure F-7: Median Household Income (2015 - 2019)



#### **Low to Moderate Income Households**

Figure F-8 displays income distribution across Coachella by showing the estimated percentage of low to moderate (LMI) income households by census tract. Most of the tracts in Coachella have more than 50% LMI households. The percentages within these tracts rage from 54 to 71 percent.

Two tracts that extend beyond city limits to the north and west contain approximately 22 percent and 17 percent of LMI households, respectively. Levels of LMI households are similar to Coachella to the north, east, and south of the city and generally lower to the west of the city. This

pattern reflects the general trend within the Coachella Valley of the number of LMI households increasing from southwest to northeast.

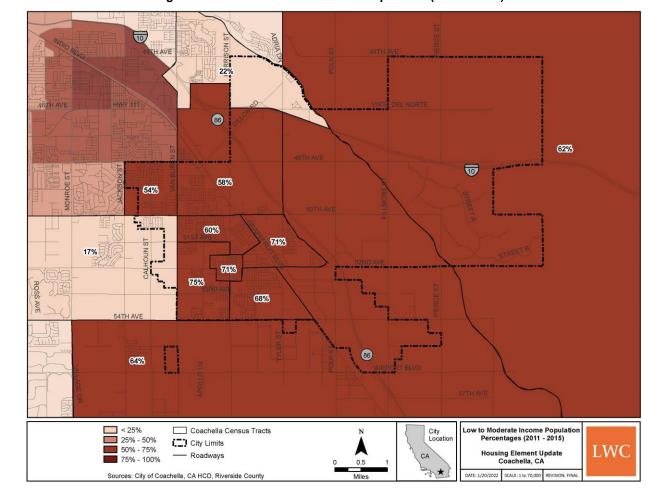


Figure F-8: Low to Moderate Income Population (2011 – 2015)

Source: HCD AFFH Spatial Data

Income is also disaggregated by race and ethnicity to further understand local patterns of segregation and integration. The poverty rates among racial and ethnic groups in Coachella and Riverside County are presented in Table F-5. Although the citywide poverty rate was 21.8 percent in 2019 compared to 13.7 percent for Riverside County, not all racial and ethnic groups in Coachella have the same likelihood of experiencing poverty.

The data presented in Table F-5 shows that city residents identifying as "Some Other Race" alone have the highest poverty rate of 24.3 percent as compared to 11.4 percent in the county (second lowest). Note that it is a common occurrence in communities with large Hispanic populations to select "Some Other Race", as the distinction between race and ethnicity is sometimes unclear to census respondents. White residents have a poverty rate of 17.0 percent and make up 27.8 percent of the city population. These two groups combined account for approximately 98 percent

of the city population. The poverty rate for Hispanic or Latino individuals of any race in Coachella is 22.0 percent and this group constitutes 97.3 percent of the city population.

Black, American Indian, and two or more race residents experience poverty at high rates relative to their share of the population. These groups each represent less than 1 percent of the population but they each have poverty rates of about 5 percent according to ACS data.

Table F-5: Poverty by Race/Ethnicity (2019)

	Coachella			Riverside County
Race/Ethnicity	Number in Poverty	Poverty Rate	% of Total Population	Poverty Rate
Total population below poverty level estimate	9,814	21.8%	•	13.7%
White alone	2,130	17.0%	27.8%	12.0%
Black or African American alone	13	4.9%	0.6%	17.5%
American Indian and Alaska Native alone	21	5.4%	0.9%	20.8%
Asian alone	0	0.0%	0.3%	11.3%
Native Hawaiian/Other Pacific Islander alone	0	0.0%	0.0%	13.0%
Some Other Race alone	7,632	24.3%	69.7%	18.2%
Two or more races	18	5.5%	0.7%	11.4%
Hispanic or Latino origin (of any race)	9,683	22.0%	97.3%	16.7%
Source: ACS 2019 5-Year Estimates, Table S1701				

#### F.2.3 Racially or Ethnically Concentrated Areas of Poverty

Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) are areas that exhibit both high racial/ethnic concentrations and high poverty rates. HUD defines R/ECAPs as census tracts with a majority non-white population (50 percent or more) and a poverty rate that exceeds 40 percent or is three times the average poverty rate for the county, whichever is lower.

R/ECAPs may indicate the presence of disadvantaged households facing housing insecurity and need. They identify areas whose residents may have faced historical discrimination and who continue to experience economic hardship, furthering entrenched inequities in these communities. Figure F-9 shows the portions of Coachella identified as R/ECAPs, with Census tracts labelled, alongside the location of schools, parks, and public transit routes. Coachella contains portions of two Census tracts identified as R/ECAP areas: Tract 456.09 and Tract 457.05.

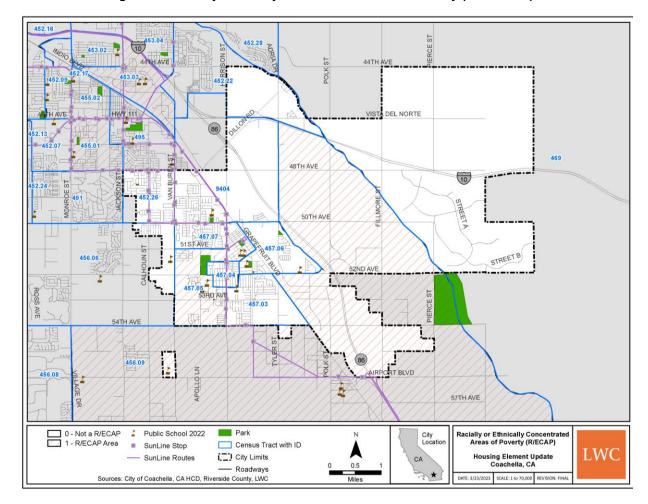


Figure F-9: Racially/Ethnically Concentrated Areas of Poverty (2009 - 2013)

#### Tract 457.05

Tract 457.05 is more densely populated and entirely within City limits, allowing for a more accurate analysis of demographic characteristics as they relate to Coachella residents and fair housing problems. Table F-6 provides a summary of selected demographic characteristics and AFFH indicators for this tract.

#### Tract 456.09

Tract 456.09 covers two sections to the City's south and east, with most of its area outside City boundaries. The portions of Tract 456.09 within the City are still sparsely-populated; as of 2022, the area between the Whitewater River and the Coachella Canal is almost entirely zoned for agricultural and commercial uses, while the area bisected by Highway 111 is zoned almost

entirely for manufacturing or heavy industrial use. 1 There is limited transit access and schools in this tract. This tract's R/ECAP status is likely the result of it containing several disadvantaged unincorporated communities (DUCs) directly outside City limits (Shady Lane, Cocopah, Thermal, and Fillmore Street; also see Appendix B, Section A.3.5) and unpermitted, informal mobile home parks.<sup>2</sup> It also contains land owned by the Augustine Band of Cahuilla Indians including the Tribe's Augustine Casino, Temalpakh Farm, Cahuilla Ranch event venue.3

Portions of Tract 456.09 within City limits are identified as priority expansion areas as Coachella continues to grow. For example, Coachella's General Plan includes policy direction to prioritize new residential development in the "Central Coachella Neighborhoods" subarea, envisioning a series of walkable, interconnected communities with a mix of housing types and amenities. However, for current residents, this portion of the City still has very limited access to local services and amenities, which continue to be concentrated in older, western neighborhoods west of Highway 86. The transition of land use in this area and its incorporation into the City's mobility and open space networks will address these concerns.

Table F-6: R/ECAP Analysis of Census Tract 457.05

Selected Demographic Characteristics (2019)			
Total Population	9,353		
Total Households	3,249		
Average Household Size	2.88		
Hispanic or Latino Origin (of any race)	97.9%		
Median Age	32.5		
Owner-Occupied Housing Units	43.6%		
Renter-Occupied Housing Units	51.8%		
AFFH Indicators			
Integration and Segregation			
Median Income	\$31,582		
Poverty Rate	35.9%		
Low/Moderate-Income Population	74.5%		
Non-White Population	98.9%		
Disability Rate	7.7%		

<sup>&</sup>lt;sup>1</sup> City of Coachella, Official Zoning Map,

https://www.coachella.org/home/showpublisheddocument/8840/638015980867630000 (2022)

<sup>&</sup>lt;sup>2</sup> City of Coachella, General Plan Update, Land Use + Community Character (2015)

<sup>&</sup>lt;sup>3</sup> Augustine Band of Cahuilla Indians, About Us. https://augustinetribe-nsn.gov/about-us/

Table F-6: R/ECAP Analysis of Census Tract 457.05

Access to Opportunity			
TCAC Opportunity Area Composite Score	High Segregation & Poverty		
Job Proximity Index	3		
CalEnviroScreen Score	54.1		
Displacement Risk			
Overcrowding Rate	25.0%		
Renter Overpayment Rate	71.0%		
Homeowner Overpayment Rate	47.1%		
Source: ACS 2019 5-Year Estimates			

Tract 457.05 shares many demographic characteristics with tracts elsewhere in the City as shown in other subsections of this Appendix. Nearly all households in this tract are Hispanic or Latino (of any race) at 97.9 percent and earn a median household income of \$31,582, well below the County median, with a poverty rate of 35.9 percent. Household tenure is slightly majority renter-occupied (51.8 percent), and though both renters and homeowners experience high housing cost overpayment rates, a greater proportion of renter households (71 percent) experience a housing cost burden (see Section F.2.5 below for further analysis).

In the General Plan, Tract 457.05 is included in the "West Coachella Neighborhoods" subarea, which has seen a significant number of homes and retail centers built in recent decades. However, while some neighborhoods within this subarea are more walkable and built on a traditional street grid, Tract 457.05 is characterized by a "patchwork" development pattern that includes conventional subdivisions and auto-oriented roadways, reducing overall connectivity. General Plan policy encourages infill development of vacant and underutilized parcels and the retrofit of existing neighborhoods to promote walkability, slow traffic, and increase access to parks and recreational opportunities.

During the 5<sup>th</sup> Cycle Housing Element Update, six projects were identified as already entitled and have since been completed. As shown below in Section F.3 (Sites Inventory), further parcels in Tract 457.05 are identified in the 6<sup>th</sup> Cycle's Sites Inventory. Appendix B (Sites Inventory & Methodology) explores the anticipated affordability categories of these parcels in greater detail, but their development in-line with General Plan policies will enhance the services and amenities in this tract, which already features close proximity to several schools, Bagdouma Park, and the Route 8 SunLine bus which connects the neighborhood to the rest of the City (and a transfer point Downtown).

#### Racially or Ethnically Concentrated Areas of Affluence (RCAAs)

Racially or Ethnically Concentrated Areas of Affluence (RCAAs) are neighborhoods in which there are both high concentrations of non-Hispanic White households and high household income rates. Based on research from the University of Minnesota Humphrey School of Public Affairs, RCAAs are defined as census tracts where 80 percent or more of the population is white, and the median household income is \$125,000 or greater (which is slightly more than double the national median household income in 2016).

However, HCD has adjusted the RCAA methodology in consideration of California's higher levels of diversity by lowering the white population percentage threshold to 50 percent. According to 2010 data available from HCD for this evaluation and provided in Figure F-10, Coachella has two census tracts are that are predominantly (greater than 50 percent) white majority where the population percentage gap between the next largest racial group is 33 percent in the north and 8 percent in the west, but these areas do not contain median incomes above \$125,000 (Figure F-7). Therefore, no census tracts within Coachella meet the criteria to be considered a RCAA.

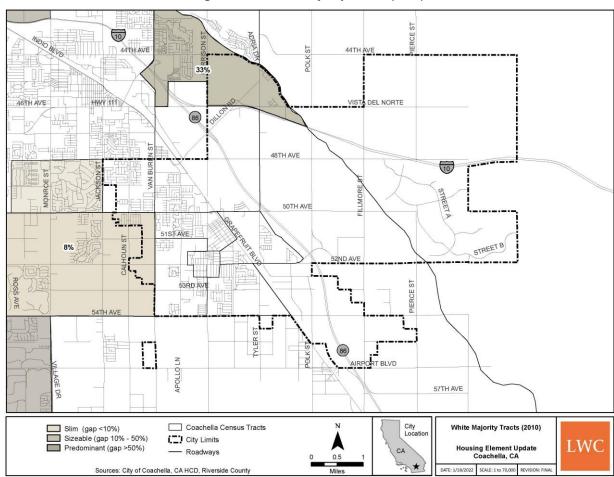


Figure F-10: White Majority Tracts (2010)

Source: HCD AFFH Spatial Data

#### F.2.4 Access to Opportunity

One important component of fair housing is a neighborhood's access to opportunity, which correlates relative place-based characteristics of an area, such as education, employment, safety, and the environment, with critical life outcomes, such as health, wealth, and life expectancy. Ensuring access to opportunity means both investing in existing low-income and underserved communities, as well as supporting residents' mobility and access to 'high resource' neighborhoods.

In February 2017, the Department of Housing and Community Development (HCD) and the California Tax Credit Allocation Committee (TCAC) convened the California Fair Housing Task Force to provide research and evidence-based policy recommendations to further HCD's fair housing goals of (1) avoiding further segregation and concentration of poverty and (2) encouraging access to opportunity through land use policy and affordable housing, program design, and implementation.

HCD and TCAC prepared opportunity maps to identify census tracts with the highest and lowest resources. High resource areas are areas with high index scores for a variety of opportunity indicators. Examples of indicators of high resources areas include high employment rates, low poverty rates, proximity to jobs, high educational proficiency, and limited exposure to environmental health hazards.

High resources tracts are areas that offer low-income residents the best chance of a high quality of life, whether through economic advancement, high educational attainment, or clean environmental health. Census tracts in the city that are categorized as moderate resource areas have access to many of the same resources as the high resource areas but may have fewer job opportunities, lower performing schools, lower median home values, or other factors that lower their indexes across the various economic, educational, and environmental indicators.

Low resources areas are characterized as having fewer opportunities to employment and education, or a lower index for other economic, environmental, and educational indicators. These areas have greater quality of life needs and should be prioritized for future investment to improve opportunities for current and future residents.

The opportunity maps inform TCAC, which oversees the Low-Income Housing Tax Credit Program, to distribute funding more equitably for affordable housing in areas with the highest opportunity. The analysis evaluates total access to opportunity and categorizes this access as high, moderate, or low, but also individually assesses opportunity access across more specific indicators, such as education, transportation, economic development, and environment.

#### TCAC Opportunity Areas – Composite Score

The 2021 TCAC Opportunity Areas Composite Score provides an aggregate index of three domains: economic, education, and environmental. Census tracts with higher composite scores indicate higher resource and higher opportunity areas overall. Coachella contains four composite score categories: moderate resource, low resource, high segregation and poverty, and missing/insufficient data (Figure F-11). Composite scores are in the moderate resource category in northern and western areas of the city. The high segregation and poverty areas are located in the southwestern portions of the city. Composite scores generally increase from east to west in the region.

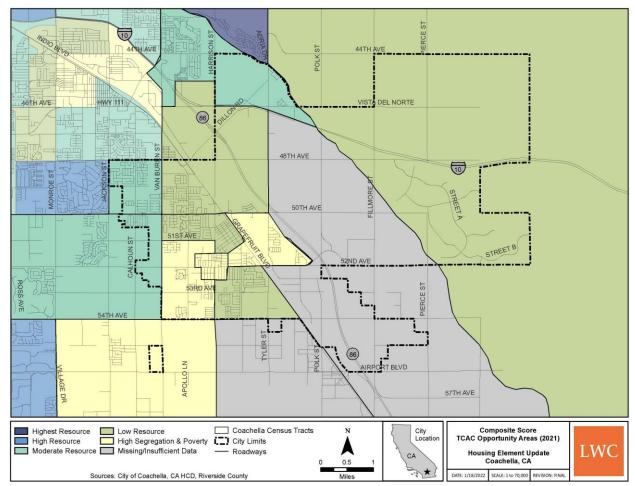


Figure F-11: TCAC Opportunity Areas 2021 - Composite Score

Source: HCD AFFH Spatial Data

#### **Economic Score**

The 2021 TCAC Opportunity Areas Economic Score for a census tract is based on poverty, adult education, employment, job proximity, and median home value indicators. The score is broken up by quartiles, with the highest quartile indicating more positive economic outcomes and the lowest score indicating least positive outcomes. Most of the city's census tracts are in the lowest economic score quartile of 0.0 to 0.25 as shown in Figure F-12, indicating less positive economic outcomes for residents. Northern and western portions of the city have economic scores in the 0.5 to 0.75 range. Scores are generally different in Coachella than in the areas adjacent to the city. Economic scores generally increase from east to west in the surrounding areas.

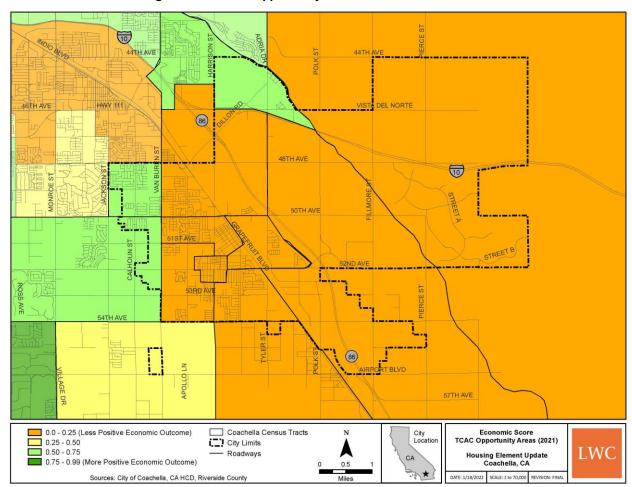


Figure F-12: TCAC Opportunity Areas 2021 - Economic Score

Source: HCD AFFH Spatial Data

#### **Education Score**

The 2021 TCAC Opportunity Areas Education Score for a census tract is based on math and reading proficiency, high school graduation rate, and student poverty rate indicators. The score is broken up by quartiles, with the highest quartile indicating more positive education outcomes and the lowest quartile signifying fewer positive outcomes. As shown in Figure F-13, the city mostly contains the lowest education score of less than 0.25 overall suggesting that students of various ages generally have less positive educational outcomes. One census tract in the northern portion of the city had education scores in the next higher quartile. Education scores are generally different in Coachella than in the areas to the east of the city with the scores generally increasing from east to west across the region.

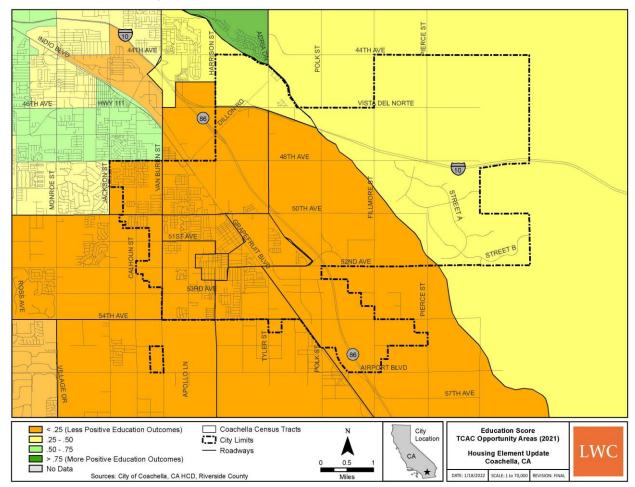


Figure F-13: TCAC Opportunity Areas 2021 - Education Score

Source: HCD AFFH Spatial Data

#### **Environmental Score**

Environmental scores for census tracts presented in Figure F-14 are based on 2021 TCAC Opportunity Areas Environmental Scores that reflect environmental risk. The scores are divided into quartiles with higher scores representing more positive environmental outcomes and lower scores indicating least positive environmental outcomes for residents living there. The city has a range of environmental scores with tracts in each quartile range indicating that residents are exposed to relatively higher or lower environmental risk factors depending on location (Figure F-14). Environmental scores are relatively similar in Coachella when compared to the surrounding areas with the scores generally improving from east to west across the region.

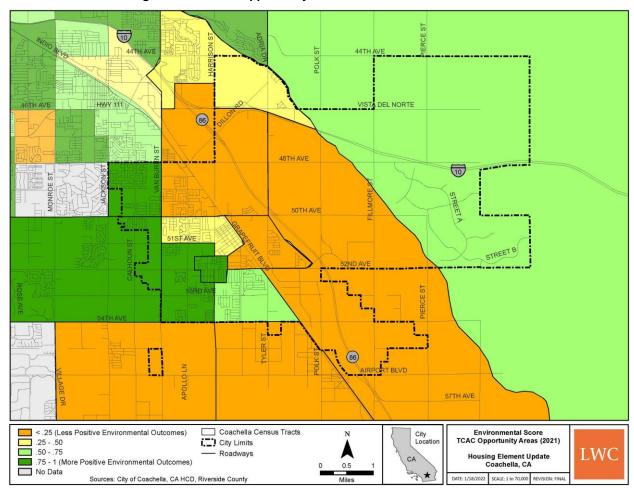


Figure F-14: TCAC Opportunity Areas 2021 - Environmental Score

Source: HCD AFFH Spatial Data

#### **Jobs Proximity Index**

HUD's Jobs Proximity Index for a census tract measures the area's distance from employment. This index can be used as a proxy to indicate relative transportation needs in a community. The score is broken up by quintiles, with the highest quintile representing areas closest to job centers. The Jobs Proximity Index score is varied across Coachella. The score improves in the central portion to the highest quintile indicating relatively closer proximity to job centers as shown in Figure F-15.

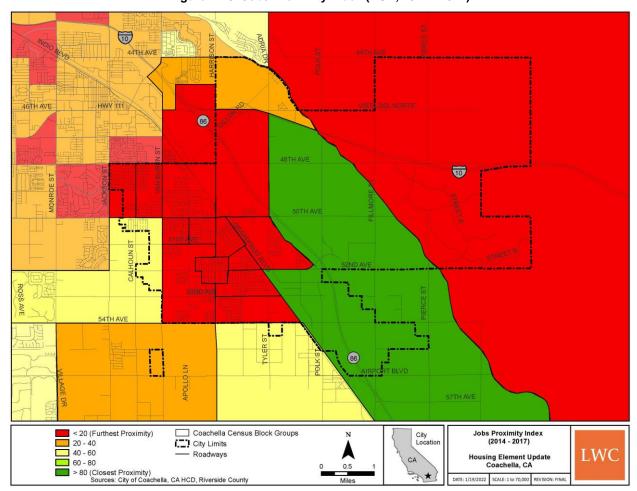


Figure F-15: Jobs Proximity Index (HUD, 2014 - 2017)

Source: HCD AFFH Spatial Data

#### Disparities in Access to Opportunity for Persons with Disabilities

People with disabilities often experience challenges with accessibility, discrimination, and housing choice that make it difficult to find suitable housing to meet their needs. This section analyzes such disparities to ensure the City is able to adequately serve its residents with disabilities.

According to the Needs Assessment (Appendix A, Figure A-23), the most common types of disabilities in Coachella in 2018 were ambulatory disabilities followed by cognitive disabilities.

Disability categories are counted separately and are not mutually exclusive, as an individual may report more than one disability. An estimated 8.0 percent of Coachella residents (3,635 individuals) have a disability of some kind according to 2015 to 2019 ACS data.

The California Department of Developmental Services (DDS) currently provides community-based services to approximately 350,000 persons with developmental disabilities and their families through a statewide system of regional centers, developmental centers, and community-based facilities. DDS also provides data on developmental disabilities by age and type of residence. According to DDS and as shown in the Needs Assessment (Appendix A, Table A-8), there are about 784 residents with a development disability in Coachella with most of them (717) able to live in their own home with their family or guardian.

There are a variety of housing types appropriate for people with disabilities, such as licensed and unlicensed single-family homes, group homes, and transitional and supportive housing. The design of housing-accessibility modifications, proximity to services and transit, and the availability of group living opportunities represent some of the types of considerations that are important in serving this need group. The Housing Constraints Appendix (Appendix C) discusses how the city permits various housing types, including the allowance for reasonable accommodations.

The Inland Regional Center facility in the vicinity of Coachella provides support and services to people with disabilities, enabling them to live at home. The Inland Regional Center is one of 21 regional centers in California that provide point of entry to services for people with developmental disabilities in Riverside and San Bernadino Counties. The center is a private, nonprofit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families.

#### **Disparities in Access to Transportation Opportunities**

The HUD Low Transportation Cost Index is based on estimates of transportation costs for a family that meets the following description: a three-person single-parent family with income at 50 percent of the median income for renters for the region. These estimates originate from the Location Affordability Index (LAI). Transportation costs are modeled for census tracts as a percent of income for renters in these households.

Index values are inverted, and percentile ranked nationally, with values ranging from 0 to 100. Higher index values indicate lower transportation costs in that neighborhood. Transportation costs may be low within a tract for a range of reasons, including greater access to public transportation and the density of homes, services, and jobs in that area.

Figure F-16 shows the Transportation Cost Index ranges in Coachella. The city contains two ranges of the index, the 21 to 39 quintile in the western portions of the city and the 40 to 58 quintile in the remaining areas. The index values in the western census tracts range from 34 to 39 indicating that those areas of the city are estimated to have lower transportation costs than that percentage (34 to 39) of the nation. Transportation costs are somewhat lower in other areas of the city (with higher index values).

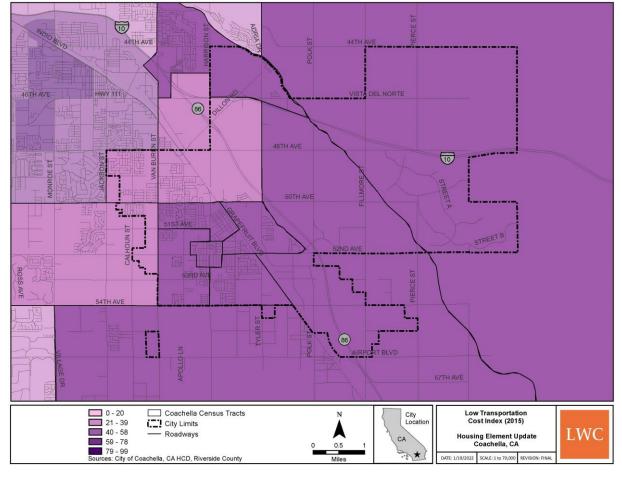


Figure F-16: HUD Low Transportation Cost Index

Source: HUD Spatial Data

Figure F-17 shows bus transit routes operated by SunLine Transit Agency that connect the City with other communities throughout the Coachella Valley. These bus routes include Route 1EV (connecting Downtown Coachella with the Palm Desert Mall via Highway 111 to the west), Route 6 (connecting Downtown Coachella with Palm Desert mall via Fred Warring Drive to the west), and Route 8 (which zig-zags through Coachella and connects it to Indio to the north and Thermal/Mecca to the south). According to the 2023-2025 Short Range Transit Plan:

"Routes 1, 6, and 9 currently connect at the Transfer Terminal at Vine Avenue and Fifth Street in Coachella. There are plans to develop a Coachella Mobility Hub at Fourth Street and Cesar Chavez Street, to open in January 2024. The Mobility Hub would provide a residential development, bus laybys, passenger amenities, and connecting pedestrian and bicycle paths. Following completion of the Mobility Hub, the current routes at the Vine Avenue Transfer Terminal should be refocused to service the Coachella Mobility Hub. Frequency on Route 1 is proposed to increase to every 15 minutes upon completion of the mobility hub. Four additional buses have been procured to support this increased service on SunLine's most productive route."

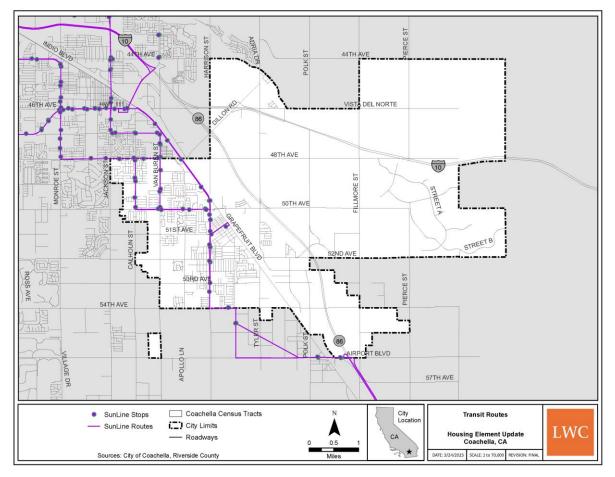


Figure F-17: Transit Routes

The City's existing bus routes provide moderate access to transit opportunities, especially for residents who need to commute to job centers elsewhere in the Coachella Valley. However, the Jobs Proximity Index illustrated above in Figure F-15 indicates that most populated regions of the City are still considered far from employment opportunities. Limited mobility options can have a greater impact on lower income populations and households who may not have access to alternate modes of transportation. Given the composition of Coachella, this means that lower income households and communities of color have limited transit access in Coachella. Continuing to implement General Plan policies related to infill development along key corridors will be essential to increasing the viability of new or expanded bus routes. For example, no cross-town bus routes currently link the City's eastern and western neighborhoods, and such routes will be needed to connect the future neighborhood centers and industrial jobs centers envisioned by the General Plan, especially those east of Grapefruit Boulevard. A lack of transportation options throughout the City may otherwise restrict residents from accessing resources and opportunities not within their immediate neighborhoods.

#### F.2.5 Disproportionate Housing Needs

#### **Overpayment**

HUD defines overpayment, or "housing cost burden", as households paying 30 percent or more of their gross income on housing expenses, including rent or mortgage payments and utilities. Housing cost burden is considered a housing need because households that overpay for housing costs may have difficulty affording other necessary expenses, such as childcare, transportation, and medical costs.

#### **Overpayment by Renters**

Renters are more likely to overpay for housing costs than homeowners. As presented in the Needs Assessment (Appendix A), 70.3 percent of renters in Coachella are cost-burdened. The percentage of renter households experiencing cost-burden is highest in a southern census tract at about 80.4 percent and is in the 60 to 80 percent range in most of the city according to 2015 - 2019 ACS data (Figure F-18). According to the Needs Assessment (Appendix A), approximately 55.3 percent of renters in the SCAG region are cost-burdened.

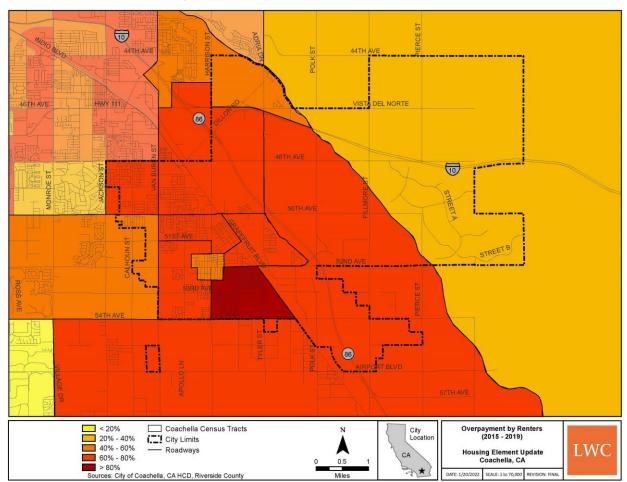


Figure F-18: Overpayment by Renters (2015 - 2019)

Source: HCD AFFH Spatial Data

#### **Overpayment by Homeowners**

Homeowners generally experience a lower rate of cost burden than renters. Figures F-19 shows the percentages of homeowners experiencing overpayment in the 2015 to 2019 time period according to ACS data. Percentages of homeowners experiencing overpayment are highest at about 82.7 percent in a central census tract and between 60 and 80 percent in two adjacent tracts. Between 40 and 60 percent of homeowners are cost-burdened in most areas of the rest of the city.

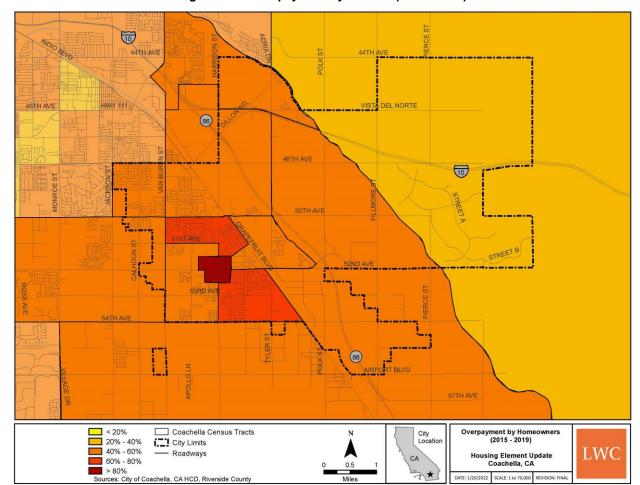


Figure F-19: Overpayment by Owners (2015 - 2019)

Source: HCD AFFH Spatial Data

#### Overcrowding

Overcrowding is defined by the Census as a unit in which more than one person occupies a room (excluding bathrooms and kitchens) while severe overcrowding occurs when more than 1.5 people occupy a room. Overcrowded households are an indicator of housing needs, as lower income families or individuals may choose to live together in smaller spaces to save money on housing costs.

In addition to the strain on residents' mental health, overcrowding can also lead to more rapid deterioration of the property due to increased usage. According to the 2015 to 2019 ACS data, 4.6 percent of households in Coachella experienced overcrowding and 1.4 percent experienced severe overcrowding. The city's overcrowding rates are about the same as Riverside County at 5.1 percent and the city's severely overcrowded rate is also much lower than the county's 1.8 percent (Table F-7).

Table F-7: Overcrowding and Severe Overcrowding Rates (2019)

	Coac	Riverside County			
Occupants Per Room	Units	Percentage	Percentage		
1.01 to 1.5	705	4.6%	5.1%		
1.51 or more	1.8%				
Source: ACS 2019 5-Year Estimates, Table DP04					

The distribution of overcrowded households in Coachella for the 2011 to 2015 time period are shown in Figure F-20. The map shows that overcrowding rates are highest in north-central and south-central census tracts, which are all above 20 percent. The statewide spatial data for severe overcrowding did not contain any values in the vicinity of Coachella as shown in Figure F-21.

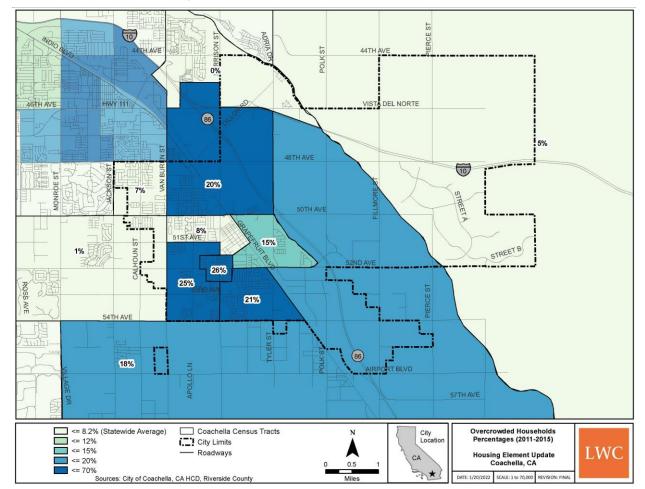


Figure F-20: Overcrowded Households (2011 - 2015)

Source: HCD AFFH Spatial Data

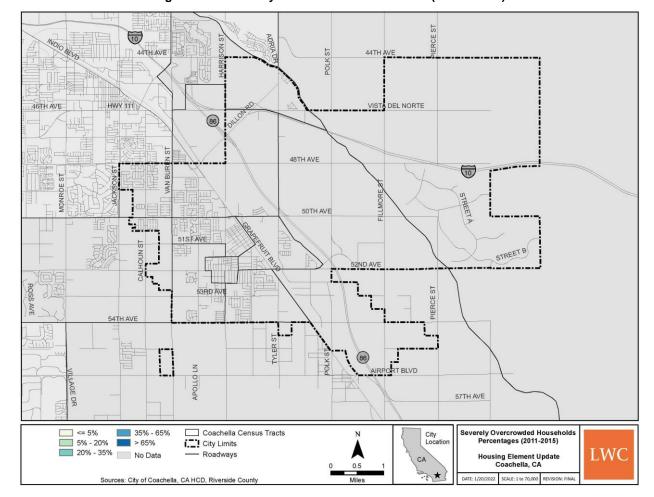


Figure F-21: Severely Overcrowded Households (2011 – 2015)

Source: HCD AFFH Spatial Data

#### **Location Affordability Index**

Figure F-22 shows the median gross rent across Coachella per HUD's Location Affordability Index for the years 2012 to 2016. This index estimates household housing and transportation cost on a neighborhood-scale. These estimates show that most of the city has the lowest index value of less than \$1,000. One census tract is between \$1,000 and \$1,500, and two tracts are between \$1,500 and \$2,000 per month.

This Needs Assessment (Appendix A) indicates the median monthly rent paid in Coachella in 2019 was \$879 according to ACS 2015 to 2019 data. This rent amount is affordable to moderate income households but may be a cost-burden for lower-income households. It is less expensive to rent housing in Coachella than it is in Riverside County (Needs Assessment Appendix A, Figure A-24).

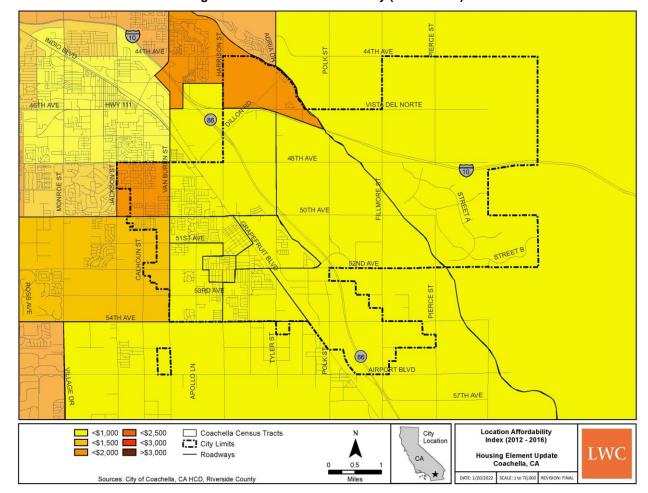


Figure F-22: Location Affordability (2012 - 2016)

Source: HCD AFFH Spatial Data

#### **Substandard Housing**

Incomplete plumbing or kitchen facilities can be used as a proxy to indicate substandard housing conditions. According to the 2015 to 2019 ACS, 0.1 percent of Coachella households (17 units) lacked complete plumbing facilities and 0.3 percent of households (43 units) lacked complete kitchen facilities. Within Riverside County the number of households lacking each are 0.3 percent and 0.7 percent, respectively (Table F-8).

The age of housing stock can also be an indicator of substandard housing. As homes get older, there is a greater need for maintenance and repair. If not properly addressed, an aging housing stock can result in poorer living standards, incur more expensive repair costs and, under certain conditions, lower overall property values.

Coachella's housing stock is mostly newer than that of the SCAG region overall. According to the Needs Assessment (Appendix A), most of Coachella's housing units were built between 2000 and

2009, representing approximately 64.1 percent of all housing units. The largest portion housing units in the SCAG region were built between 1970 to 1979.

Table F-8: Substandard Housing Rates (2019)

	Coa	chella	Riverside County		
Substandard Condition	Units	Percentage	Percentage		
Lacking complete plumbing facilities	17	0.1%	0.3%		
Lacking complete kitchen facilities	43	0.3%	0.7%		
Source: ACS 5-year estimates 2015-2019, Table DP04					

In the past 5 years, Coachella has received approximately 201 code complaints based on housing conditions. The majority of the complaints (>90 percent) were related to illegal, nonconforming buildings rather than substandard housing conditions. Assuming some overlap between housing complaints, the City conservatively assumes approximately 10 housing units in need of rehabilitation, which is less than 0.1 percent of the total housing stock (10,631 units). Housing complaints were not localized in any one part of the City.

On a qualitative basis, the City notes observable difference in the housing stock conditions based on the age of the structure and time the area developed. The City's single family residential stock constructed before 1980 in neighborhoods in the Downtown area East of Cesar Chavez Street and in the Colonia Coachellita South of Avenue 52 and West of Cesar Chavez are in need of the most improvement according to windshield surveys by Code Enforcement Division staff; however, there are not any issues localized in any location. The single family residential housing stock constructed after 1980 are located mainly to the West of these older neighborhood were observed to be in good condition. Existing multi-family housing developments in the City were largely constructed after 1970 as affordable housing developments and some of these apartments have been refurbished or rebuilt. Coachella Community Homes, a 100 unit multi-family residential complex, located at 84720 Calle Rojo is owned by the Coachella Valley Housing Coalition and was constructed in 1969. The complex was rehabilitated in 2012. The Coachella Valley Apartments development at 84914 Bagdad Avenue consisted of 50 units of affordable multi-family housing was built in the 1970s and is currently being redeveloped as a 110-unit multi-family development by Community Housing Opportunities Corporation.

#### **Displacement Risk**

The University of California Berkeley's Urban Displacement Project (UDP) uses data-driven research to produce maps identifying sensitive communities that are at-risk of displacement. UDP defines sensitive communities as currently having "populations vulnerable to displacement in the event of increased redevelopment and drastic shifts in housing cost". Vulnerability was determined based on the following characteristics:

• The share of very low-income residents is above 20 percent:

#### AND

- The tract meets two of the following criteria:
  - Share of renters is above 40 percent
  - Share of people of color is above 50 percent
  - Share of very low-income households that are severely rent burdened households is above the county median
  - o Percent change in rent is above county median rent increase
  - Rent gap, which is the difference between tract median rent and median rent for surrounding areas

UDP has identified vulnerable communities within city limits based on these criteria (Figure F-23).

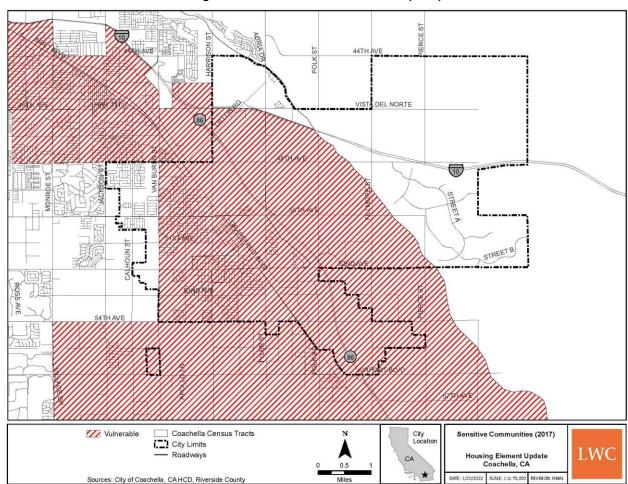


Figure F-23: Vulnerable Communities (2017)

Source: HCD AFFH Spatial Data

#### Homelessness

Information on homelessness and City resources for homeless persons is provided in Section A.3.5 Special Housing Needs of the Needs Assessment (Appendix A).

The US Department of Housing and Urban Development (HUD) requires communities to conduct a Point-in-Time (PIT) Count of individuals and families experiencing homelessness every two years in January. The most recent PIT for Riverside County was conducted in 2023 by the County of Riverside Continuum of Care (CoC). According to the most recent PIT, there were an estimated 74 persons experiencing homelessness in Coachella at that time.

The City PIT count discovered a pattern of unhoused individuals who were living in the 6th Street Downtown Area behind buildings likely due to the availability of public services, a City park and public restrooms in the area. Many unhoused individuals were found living along vacant land along the Union Pacific Railroad in areas screened by maintained landscaping or overgrown shrubs for screening. Unhoused individuals were identified along the commercial corridor at Cesar Chavez Street in well concealed areas at commercial center. A large community of unhoused individuals were identified within a mesquite forest area along Cal Trans right of way at the 86 Expressway. Lastly, unhoused individuals were found in vacant areas adjacent to the Love's Truck Stop near the Interstate 10 freeway.

CV Housing First Program is overseen by the Coachella Valley Association of Governments (CVAG) to help homeless individuals and families find housing solutions which includes case management to help in the goals of permanent housing, programs and family reunification. The City of Coachella participates in this program and Code Enforcement Division staff contacts the CVAG program when homeless individuals are encountered to identify locations where services are needed.

The County of Riverside CoC is a network of private and public sector homeless service providers, designed to promote community-wide planning and the strategic use of resources to address homelessness. Coachella does not have any emergency shelters currently. There are two regionserving shelters in the neighboring community of Indio, which are the Coachella Valley Rescue Mission and Martha's Village and Kitchen.

#### F.2.6 Other Relevant Factors

#### Rates of Homeownership by Race and Ethnicity

The homeownership rate is about 69 percent in Coachella compared to about 53 percent in the SCAG region overall. However, not all racial and ethnic groups have a similar probability of owning a home. The 2019 ACS data for percentages of occupied housing units by race in Coachella is presented in Table F-9. The rates of homeownership versus renting housing are very similar for each racial group. A group that has lower rates of homeownership are more at risk of being displaced due to rising rental prices.

Table F-9: Housing Tenure by Race/Ethnicity in Coachella (2019)

Race/Ethnicity	Renter	Occupied Units	Owner (	Occupied Units	Total Occupied Units	
	Number	% of Total	Number	% of Total		
White alone, not Latino	867	19.6%	2,415	21.9%	3,282	
Black or African American alone	24	0.5%	47	0.4%	71	
American Indian and Alaska Native alone	33	0.7%	74	0.7%	107	
Asian alone	0	0.0%	66	0.6%	66	
Native Hawaiian/Other Pacific Islander alone	0	0.0%	0	0.0%	0	
Some other race alone	3,489	79.1%	8,359	75.7%	11,848	
Two or more races	0	0.0%	77	0.7%	77	
Hispanic or Latino origin	4,303	97.5%	10,595	96.0%	14,898	
Source: ACS 2019 5-Year Estimates, Table S2502						

One obstacle to home ownership is lack of access to the first tier of the financial system to obtain banking services and loans. The Federal Financial Institutions Examination Council (FFIEC) provides the Community Reinvestment Act (CRA) July 2021 census tract spatial data known as CRAMap 2021 (www.ffiec.gov/cra/). Included in the CRAMap 2021 spatial data is the Unbanked index which provides an estimate of households lacking access to the primary banking system. This index estimates the likelihood of a household will lack both a savings and checking account with a bank, thrift, or credit union.

Figure F-23 presents the estimates for the percentages of households that lack access to banking and credit from the CRAMap 2021 Unbanked index. Identifying areas with relatively higher levels of residents without access to the primary banking system can facilitate the process of providing them first-tier financial services. This may aid lower income residents in avoiding a dependency on second-tier services, particularly predatory lenders.

As displayed in Figure F-24, estimates of households without access to primary banking and credit (unbanked) vary across the city. The western and eastern census tracts have the lowest estimates of unbanked households where the rates are 6 to 12 percent in those areas. Unbanked household estimates are higher in more central portions of the city ranging from 18 to 28 percent. The highest unbanked percentage estimate of 31 percent is in the census tract centered at 52<sup>nd</sup> Avenue and Harrison Street/Cesar Chavez Street.

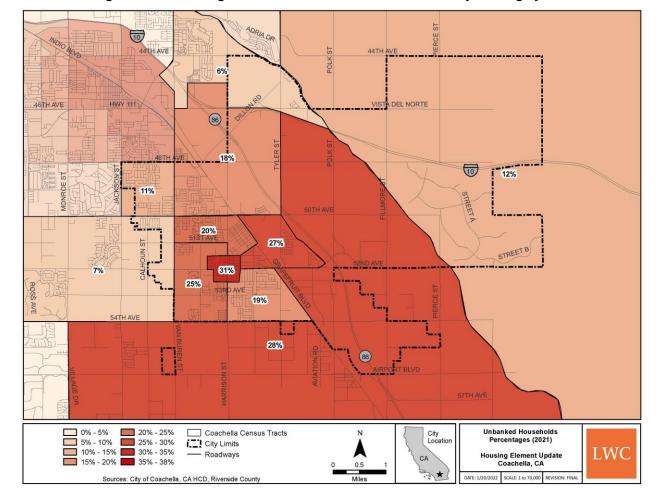


Figure F-24: Percentage of Households without Access to Primary Banking System

Source: FFIEC CRAMap 2021 Spatial Data

#### **Historic Patterns**

Other factors that contributed to housing conditions and local housing issues is the pattern of expansion of the City. When the City incorporated in the 1940s, it was comprised of the Downtown Area and the City slowly expanded outward with annexations of areas in agricultural production. This pattern of growth an expansion contributed to the demographic and socio economic fabric of the Coachella community. This history is in contrast to the resort/country club patterns in the rest of the Coachella Valley which was largely developer driven and facilitated through Specific Plans. To accommodate the agricultural community and service focused work force (see section below) the City has maintained land reserve for both single family and multi-family development. One of the earliest zoning maps on file at the City is from 1986, which allows for a mix of residential including single family, multi-family, and mobile home.

#### **Local Data and Knowledge**

A lot of contributing factors to the state of housing and fair housing related issues in Coachella can trace back to the development of the Coachella Valley and the regional economy. Between the early 1950s and 2000s, the Coachella Valley experienced vacant desert land transition into leisure and resort communities driven by golf with exclusive gated country clubs. Development trended Eastward from Palm Springs and resulted in sprawling golf course communities that also spread prolifically into the City of La Quinta with 18 golf communities and to some extent in the City of Indio. Many service sector employees that service the leisure and resort communities located in areas with more affordable housing options in the cities of Indio and Coachella, that are not available in or characteristic of exclusive gated country club communities, and would therefore rely on long commutes westward to Palm Springs, Rancho Mirage, Palm Desert, Indians Wells, and La Quinta. Revenue generating uses like retail development and hotels concentrated in many of the leisure and resort communities like Palm Springs, Palm Desert, Rancho Mirage, and La Quinta and resulted in a significant amount of retail revenue leakage from the City of Coachella and therefore a smaller revenue base to fund key services than is characteristic of wealthier surrounding cities.

#### F.2.7 Summary of Fair Housing Issues

Access to opportunity in Coachella is low for some portions of the city and other areas are subject to racial segregation as evidenced by evidenced by TCAC Opportunity Areas Composite Scores (Figure F-11) and the presence of R/ECAPs (Figure F-9) within the city. Many areas of the city exhibit overpayment by renters and owners (Figures 18 and 19) and households in these areas are subject to higher levels of overcrowding (Figure F-20). A wide area of the city also contains sensitive communities that are vulnerable to displacement (Figure F-23). Additionally, many households are estimated to lack access to the primary banking system (Figure F-24).

The primary fair housing issue in Coachella is segregation and integration due to the presence of R/ECAPs and high segregation and poverty TCAC Composite Scores. The contributing factor to this primary issue is land use and zoning laws limiting where multifamily housing can be built. This contributing factor is evident due to the high levels of overpayment by homeowners and renters and high levels of overcrowding in those same areas. This evidence suggests that households of various sizes and characteristics would choose more affordable housing if available.

The secondary fair housing issue in Coachella is racially and ethnically concentrated areas of poverty due to the combination of R/ECAPs and sensitive communities in the same neighborhoods. The contributing factor to this primary issue is displacement of residents due to economic pressures because of disadvantaged households facing housing insecurity and economic hardship.

The third fair housing issue is disproportionate housing needs because of the contributing factor of a lack available affordable units in a range of sizes. High levels of overpayment by renters and homeowners in the city indicates that many residents are struggling to afford housing costs.

The fourth fair housing issue is disparities in access to opportunity due to the high estimates for the number of unbanked households in most of the city's census tracts. The contributing factor to this issue is access to financial services because those unbanked households will be unable to obtain financial services from the primary banking system.

#### Section F.3 Sites Inventory

AB 686 requires a jurisdiction's site inventory to be consistent with its duty to affirmatively further fair housing. This section evaluates the City's site inventory locations against various measures in the Assessment of Fair Housing that includes income level, racially and ethnically concentrated areas of poverty, access to opportunity, and environmental risk to determine any socio-economic patterns or implications.

Figure F-25 shows all Census tracts within the City. Table F-10 provides a Census tract-level summary of all RHNA units relative to a variety of characteristics that impact fair housing.

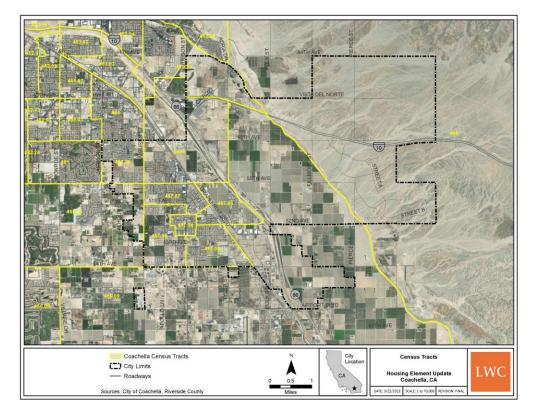


Figure F-25: Coachella Census Tracts

#### Item 27.

#### Attachment 1 - Exhibit B Table F-10: Census Tract Analysis Summary

					AFFH Indicators												
C	Frieding	RHNA Capacity		Integration and Segregation				Access to Opportunity			Displacement Risk						
Census Tract	HH		Existing HH	Lower	Mod	Above Mod	Median Income	Poverty Rate	Low / Mod Income Pop	Non- White Pop.	Disability Rate	Resource Designation	Job Proximity Index	CalEnviroScreen Score	Overcrowding	Renter Overpayment	Homeowner Overpayment
452.22	1,324	0	0	0	\$35,208 - \$90,074	14.6%	22.42%	34.67%	9.2%	Moderate	38	34.0	0.0%	53.8%	48.8%		
452.26	2,654	0	0	304	\$48,355 - \$53,047	9.2%	53.73%	95.76%- 96.32%	4.6%	Moderate	3 - 5	23.8	7.0%	78.3%	56.9%		
456.06	1,876	240	0	181	\$64,271 - \$83,750	8.2%	16.78%	55.20%	11.2%	Moderate	44	17.5	1.0%	53.0%	59.2%		
456.09	1,907	262	0	611	\$11,354 - \$42,969	34.9%	63.59%	90.99% - 98.51%	13.3%	Insufficient Data	38 - 98	65.8	18.0%	65.3%	47.5%		
457.03	2,938	506	1044	264	\$30,962 - \$33,859	17.3%	68.18%	98.93% - 99.09%	7.1%	Low Resource	7 - 10	77.1	21.0%	80.4%	67.0%		
457.04	1,469	94	0	62	\$23,250	33.9%	71.29%	99.18%	12.3%	High Segregation & Poverty	3	66.0	26.0%	59.7%	82.7%		
457.05	3,412	183	85	871	\$31,582	35.9%	74.50%	98.94%	7.7%	High Segregation & Poverty	3	54.1	25.0%	71.0%	47.1%		
457.06	1,939	100	309	3101	\$23,175 - \$35,233	29.5%	70.63%	99.31% - 99.47%	11.8%	High Segregation & Poverty	5 - 11	80.8	15.0%	69.7%	45.5%		
457.07	2,701	699	24	50	\$23,565 - \$34,779	21.0%	59.55%	97.24% - 98.40%	9.6%	Low	2	75.1	8.0%	72.6%	62.7%		
469.00	856	0	0	0	\$40,887	24.7%	62.25%	64.01%	15.3%	Low	3	66.0	5.0%	29.5%	26.2%		
9404.00	2,815	261	6	745	\$24,028	16.0%	58.33%	93.22%	8.0%	Low	4 - 13	81.4	20.0%	60.1%	57.1%		

99.05%

\$48,576

#### F.3.1 Potential Effects on Patterns of Segregation

A comparison of a jurisdiction's site inventory against its LMI population and R/ECAP area can reveal if the city's accommodation of housing is exacerbating or ameliorating segregation and social inequity. Figure F-26 shows the locations of Coachella's sites inventory relative to LMI population percentages, and Figure F-27 shows the distributions of city and site areas relative to LMI population percentages.

The city contains two LMI percentage categories, less than 25 percent and 50 to 75 percent LMI households. The lowest category covers six percent of city area and contains five percent of the site inventory area (Figure F-26). The other LMI percentage category represents most of the city area at 94 percent and contains 95 percent of site inventory area. The site inventory is therefore not anticipated to exacerbate fair housing issues with regard to LMI households because the distribution of sites parallels LMI population percentages within in the city.

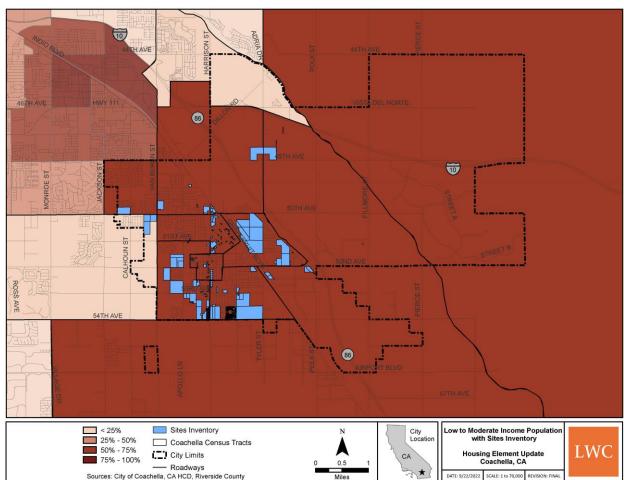


Figure F-26: Sites Inventory and LMI Households

Source: HCD AFFH Spatial Data and LWC



Figure F-27: Percentage of City and Sites Areas across Low to Moderate Income Populations

Figures F-28 and F-29 display the site inventory and city areas associated with R/ECAPs. The amounts of city and site inventory areas that are within and outside R/ECAPs are similar. Thirty-two percent of city area consists of R/ECAPs compared to 27 percent of site inventory area. The portion of city area not within a R/ECAP is 68 percent and the site inventory portion outside of a R/ECAP is 73 percent.

At the scale of individual Census tracts, there is little indication that the distribution of Sites satisfying lower-income RHNA will exacerbate patterns of segregation in the City. Census tracts entirely within the City are relatively similar in terms of the AFFH indicators summarized in Table F-10, best visualized by Figure F-23 showing these tracts identified as "Vulnerable" by the UC Berkeley Urban Displacement Project's methodology. Those tracts with a higher median income than most of the City (i.e., Tract 452.22) or a lower poverty rate (i.e., Tract 456.06) include many households outside City limits.

To illustrate, Tracts 457.03 and 457.07 host the greatest amount of lower-income RHNA capacity, 506 units and 699 units respectively. Compared to other tracts entirely within City limits, the poverty rate and percentage of LMI households in these tracts is slightly lower than adjacent ones. Tracts with both the highest poverty rate and LMI household figures in the City (i.e., Tracts 457.04 and 457.05) host a RHNA mix of lower-, moderate-, and above moderate-income units.

Overall, RHNA capacity is relatively well-distributed throughout the City, not isolated in any one location within the City, with mixed-income development slated to occur in tracts where the greatest amount of land is available (e.g., Tracts 457.06, 457.05, and 457.03) and related General Plan implementation is anticipated to benefit both new and existing residents.

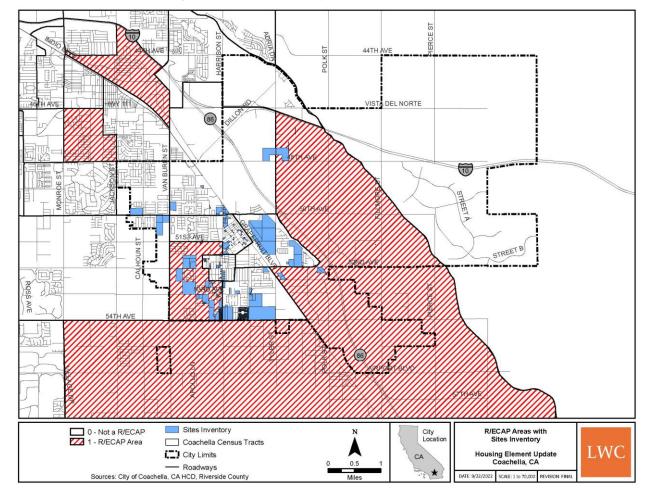


Figure F-28: Sites Inventory and R/ECAPs (2009 - 2013)

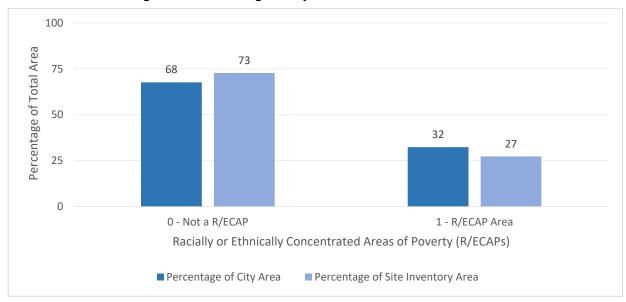


Figure F-29: Percentage of City and Sites Areas across R/ECAP

#### F.3.2 Potential Effects on Access to Opportunity

Figure F-30 shows sites inventory locations across the city's TCAC Opportunity Area Composite Scores. As previously noted, Coachella contains four composite score categories: moderate resource, low resource, high segregation and poverty, and missing/insufficient data. The sites inventory is present within all four categories and the amount of site area in each category is discussed next.

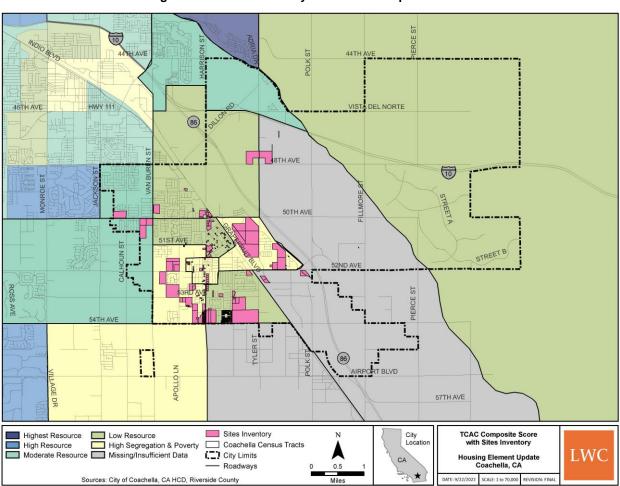


Figure F-30: Sites Inventory and TCAC Composite Score

Figure F-31 shows the distribution of Coachella sites across the TCAC Opportunity Area Composite Score categories. Moderate resource regions constitute 13 percent of city area and eight percent of site inventory area. Most of the city area is within the low resource category at 74 percent while the portion of site area within this category is 37 percent. Most of the site inventory area is located within high segregation and poverty areas at 55 percent. Due to these disparities in area distribution, the site inventory may tend to exacerbate fair housing trends regarding access to opportunities. The three census tracts that are within high segregation and poverty areas (Tracts 457.04, 457.05, and 457.06) are estimated to accommodate 4,805 units. However; the majority of the housing growth is expected in the moderate and above moderate income categories, with only 7 percent (377 units) of the sites expected for low income. The missing/insufficient data category contains 38 and six percent of city and sites inventory area, respectively.

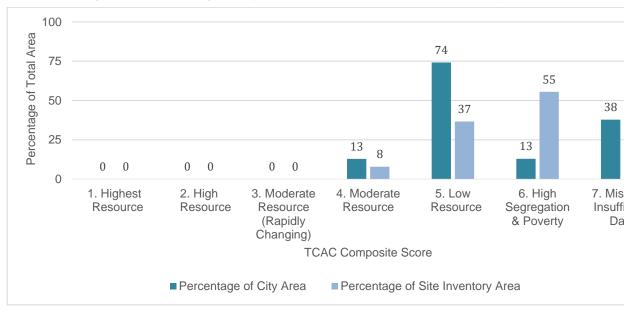


Figure F-31: Percentage of City and Sites Areas across TCAC Opportunity Areas

Figure F-32 shows the sites inventory locations across the city's CalEnviroScreen scores. The city contains seven CalEnviroScreen scores. The lowest score range is 11 to 20 percent (decile score two) risk of exposure to environmental hazards and the highest range signifies 81 to 90 percent (decile score nine) risk of exposure to environmental hazards. The CalEnviroScreen percentage score of 61 to 70 percent (decile score seven) covers the majority of city area.

Figure F-33 shows the distribution of sites across the range of CalEnviroScreen scores represented as deciles (one to 10). CalEnviroScreen decile seven (61 to 70 percent risk level) encompasses 66 percent of city area and onlyeight percent of the sites inventory area. The CalEnviroScreen decile score with the largest percentage of site inventory area is nine (71 to 80 percent risk level) with 37 percent of the inventory area. This score encompasses approximately 14 percent of city area. The next lowest decile score of eight contains seven percent of city area and 27 percent of the site inventory area. As a result of these differences, the site inventory may tend to exacerbate fair housing issues regarding exposure to environmental hazards.

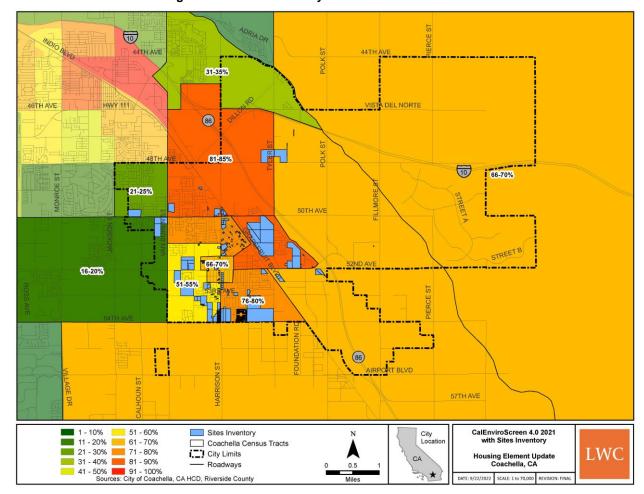


Figure F-32: Sites Inventory and CalEnviroScreen Score



Figure F-33: Percentage of City and Sites Areas across CalEnviroScreen Scores

### Section F.4 Contributing Factors and Meaningful Actions

Table F-11 lists the most prevalent fair housing issues and its corresponding contributing factors for the City of Coachella, as prioritized through the findings from the above assessment.

**Fair Housing Issue Contributing Factor Priority** Segregation and Integration Land use and zoning laws 1 Displacement of residents due to economic Racially and Ethnically Concentrated Areas of Poverty 2 pressures Availability of affordable units in a range of Disproportionate Housing Needs 3 sizes Disparities in Access to Opportunity Access to financial services 4

**Table F-11: Contributing Factors** 

Table F-12 consists of proposed housing programs the City will pursue to specifically overcome identified patterns and trends from the above assessment and proactively affirmatively further fair housing in Coachella. Many of the programs listed below target specific locations throughout the City of Coachella, such as single-family neighborhoods, downtown, near transit, highest resource areas, or areas with the most racial or ethnic segregation. These targeted, place-based programs are indicated with an asterisk (\*). All programs (actions) in the Housing Element include objectives (metrics) and timelines (milestones) for implementation. See Section IV Housing Plan for more information on goals, policies, and programs.

**Table F-12: Meaningful Actions** 

Contributing Factor	AFFH Strategy	Housing Implementation Programs
Land use and zoning laws	Modify land use and zoning laws to be less restrictive	1.5 Lot Consolidation 1.7 Large Sites 1.13 General Plan Map Amendments 4.2 Reasonable Accommodation 5.1 Zoning Code Constraints 5.2 Development Fees 5.3 Parking Requirements 5.4 Eliminate Minimum Dwelling Unit Size Requirement 5.5 Accessory Dwelling Units (ADUs) 5.6 Transitional and Supportive Housing 5.7 Manufactured Housing 5.8 Group Homes 5.9 Single-Room Occupancy Housing 6.7 Streamlined Approvals
Displacement of residents due to economic pressures	New Housing Choices and Affordability in more areas of the City	1.1 General Plan Implementation 1.2 Lower Income Site Rezoning 1.3 General Plan Text Amendment 1.4 Services and Facilities 1.14 AB2339 Code Amendments 5.11 Prioritize Sewer Hookups for Residential Development For Lower-income 5.12 Objective Design Standards 6.1 Development Fee Deferral 6.2 Affordable Unit Financing* 6.4 Density Bonus 6.6 Infrastructure Grants* 6.8 Place-Based Neighborhood Revitalization*
Availability of affordable units in a range of sizes	Provide Choice of Different Affordable Housing Types	1.8 Variety of Housing Options for Special Needs Groups 1.9 Emergency Shelters 1.10 Farmworker Housing Support 5.5 Accessory Dwelling Units (ADUs) 5.6 Transitional and Supportive Housing 5.7 Manufactured Housing 5.8 Group Homes 5.9 Single-Room Occupancy Housing 5.10 Farmworker Housing Strategies
Access to financial services	Provide Information Regarding housing and funding options to Educate_and	1.12 Accessory Dwelling Units Outreach  2.1 Rehabilitation Programs  2.7 Tenant Outreach  4.1 Fair Housing

#### **Table F-12: Meaningful Actions**

Contributing Factor	AFFH Strategy	Housing Implementation Programs
	revitalize Community	6.5 Website Update 7.1 Housing Choice Vouchers 7.2 At-Risk Housing



## Coachella

Housing Element Update

Study Session

Actualización del Elemento de Vivienda

Sesión de Estudio

November 8, 2021 8 de Noviembre del 2021



## Agenda

- **1** Housing Element Overview
- 2 Process and Public Outreach
- 3 Housing Needs and Conditions in Coachella
- 4 Public Review Draft Housing Element
- 5 Public Workshop
- 6 Next Steps
- 7 Questions or Comments

- 1 Resumen del Elemento de Vivienda
- 2 Proceso y Alcance Público
- 3 Necesidades y Condiciones de Vivienda en Coachella
- 4 Revisión Pública del Borrador del Elemento de Vivienda
- 5 Taller Público
- 6 Próximos Pasos
- 7 Preguntas y Comentarios



1

## **Housing Element** Overview Resumen del Elemento de Vivienda



### What is the Housing Element? ¿Qué es el Elemento de Vivienda?



The Housing Element is a required section of the City's General Plan. It must:

El Elemento de Vivienda es una sección obligatoria del Plan General de la Ciudad. Debe:

- Be updated every 8 years and certified by the California Department of Housing and Community Development (HCD)
- Ser actualizado cada 8 años y certificado por el Departamento de Vivienda y Desarrollo Comunitario de California (HCD).

















# What is the Housing Element? — ¿Qué es el Elemento de Vivienda?



- Assess the residents' housing needs and conditions of housing stock
- Evaluar las necesidades de vivienda de los residentes y las condiciones del parque de viviendas
- Show how the City will meet demand for and its "fair share" of housing at all income levels
- Demostrar como la Ciudad satisfará la demanda y su "parte justa" de vivienda en todos los niveles de ingresos
- Set citywide housing-related goals, objectives, policies, and programs
- Establecer metas, objetivos, pólizas, y programas relacionados con la vivienda en toda la ciudad



# Housing Element Components Componentes del Elemento de Vivienda



**Policy and Programs Review:** A performance evaluation of policies and programs from the current (5th Cycle) housing element

Repaso de Pólizas y Programas: Una evaluación del desempeño de las pólizas y programas del elemento de vivienda actual (5to Ciclo).



**Housing Needs Assessment:** A review of the existing and projected housing needs, with particular consideration for special needs populations (e.g. homeless, farmworkers)

Evaluación de las Necesidades de Vivienda: Un repaso de las necesidades de vivienda existentes y proyectadas, con consideración especial de poblaciónes con necesidades especiales. (ejemplo: indigentes, trabajadores agrícolas)



# Housing Element Components Componentes del Elemento de Vivienda



**Adequate Sites Inventory:** List of land suitable to accommodate the City's share of regional housing need (with or without zoning changes needed)

Inventario de Sitios Adecuados: Lista de terreno adecuado para acomodar la necesidad de vivienda de parte de la ciudad (con o sin cambios de zonificación necesarios)



Housing Resources Assessment: Funding and administrative resources identified to support the development, preservation, and rehabilitation of housing

**Evaluación de Recursos de Vivienda:** Recursos financieros y administrativos identificados para apoyar el desarrollo, la preservación, y rehabilitación de viviendas.



# Housing Element Components Componentes del Elemento de Vivienda



Housing Constraints Assessment: An assessment of governmental and non-governmental (market, environmental, etc.) constraints to housing development

**Evaluación de las Limitaciones de Vivienda:** Una evaluación de limitaciones gubernamentales y no gubernamentales (mercado, ambientales, etc.) para el desarrollo de viviendas.



**Implementation Plan:** Goals, policies, and programs for addressing the City's housing existing and projected needs and any constraints

Plan de Implementación: Metas, pólizas, y programas para abordar las necesidades existentes y proyectadas de vivienda de la Ciudad y cualquier restricción.



# Housing Legislation Legislación de Vivienda

The State continues to pass new housing legislation

El estado continua aprobando nueva legislación de vivienda:

- More stringent requirements for identifying and maintaining a supply of adequate housing sites
- Requisitos más estrictos para identificar y mantener los suministros de sitios de vivienda adecuados.





# **Housing Legislation** Legislación de Vivienda

- Expanded requirements for addressing fair housing and segregation issues
- Requisitos ampliados para abordar los problemas de segregación y vivienda justa.
- Additional penalties for housing element non-compliance
- Sanciones adicionales por incumplimiento del elemento de vivienda.
- Revised timelines for review and certification
- Cronograma revisado para repasos y certificación.

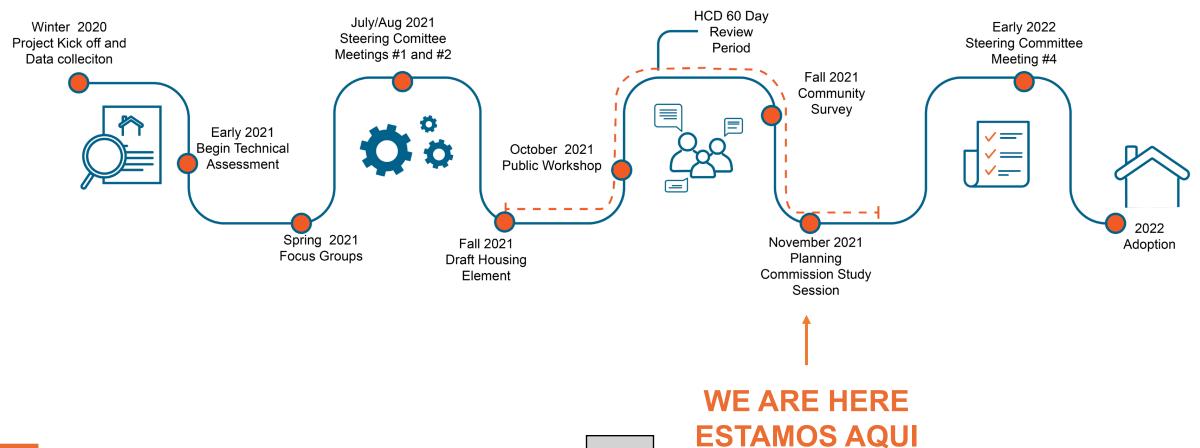


# 2

# Process and Public Outreach Proceso y Alcance Público



# **Update Process Actualizar el Proceso**



# **Public Outreach** Alcance Público

- Pagina Web de la actualización del Elemento de Vivienda
- Housing Element Update webpage
- Reuniones de Grupos Focales 21 y 23 de abril, 2021
  - Defensores de la comunidad y vivienda, desarrolladores de viviendas, empresas e instituciones locales
- Focus Group Meetings April 21 and 23, 2021
  - community and housing advocates, housing developers, local institutions and nesses





# Public Outreach Alcance Público

- Steering Committee Meetings July 26, August 16, and September 27, 2021
  - 8 members
  - developers, real estate agents, housing authority/advocate partners, local community groups
- Reuniones del Comité Directivo

   26 de julio,16 de agosto, y 27 de septiembre, 2021
  - 8 integrantes
  - Desarrolladores, agentes de bienes raíces, autoridades de vivienda / socio en en sores, grupos comunitarios locales.





# Public Outreach Alcance Público

- Online Survey October 2021
  - >20 responses first few days
  - Coachellahousingelement.com
- Encuesta en línea Octubre 2021
  - > 20 respuestas los primeros días
  - Coachellahousingelement.com





3

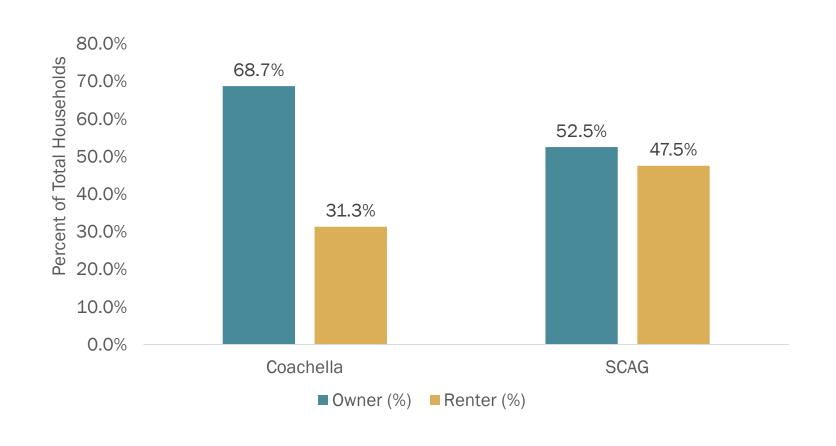
# Housing Needs and **Conditions** in Coachella Necesidades y Condiciones de Vivienda en Coachella



# **Housing Tenure** Tenencia de Vivienda



- Over two-thirds (68.7%) of households in Coachella own their home
- Más de dos tercios (68.7%) de los hogares en Coachella son propietarios de su vivienda
- In the SCAG region, only about half (52.5%) of households own their home
- En la region de SCAG, solo alrededor de la mitad (52.5%) de hogares son propietarios de su vivienda.





## Affordable Rental and Ownership Costs



### Ability to Pay for Housing by Income Level<sup>1</sup>

- Affordable is maximum 30% of income on housing costs
- Asequible es un máximo del 30% de los ingresos de los costos de vivienda.

	Number of Persons in Households						
Income Level	1	2	3	4			
Extremely Low Income	\$15,850	\$18,100	\$21,720	\$26,200			
Max. Rent	\$396	\$453	\$543	\$655			
Max. Purchase Price 5% down²	\$69,750	\$80,350	\$97,250	\$118,250			
Very Low Income	\$26,400	\$30,150	\$33,900	\$37,650			
Max. Rent	\$660	\$754	\$848	\$941			
Max. Purchase Price 5% down²	\$119,000	\$136,750	\$154,250	\$171,750			
Low Income	\$42,200	\$48,200	\$54,250	\$60,250			
Max. Rent	\$1,055	\$1,205	\$1,356	\$1,506			
Max. Purchase Price 5% down²	\$195,500	\$225,000	\$254,500	\$284,000			
Median Income	\$52,700	\$60,250	\$67,550	\$75,300			
Max. Rent	\$1,318	\$1,506	\$1,689	\$1,883			
Max. Purchase Price 5% down²	\$247,000	\$284,000	\$320,000	\$358,000			
Moderate Income	\$63,250	\$72,300	\$81,300	\$90,350			
Max. Rent	\$1,581	\$1,808	\$2,033	\$2,259			
Max. Purchase Price 5% down	\$298,750	\$343,250	\$387,500	\$431,800			
<sup>1</sup> 30% of income devoted to maximu <sup>2</sup> Assumes 95% loan (i.e., 5% dov Source: Zillow Mortgage Calcula		ge payment, including utilitie interest rate and 30-year te					

# Costos de Propiedad y Alquiler Asequibles -



### Capacidad para Pagar la Vivienda Según el Nivel de Ingresos

- Basado en los ingresos del hogar
- Based on household income
- Los costos de alquiler y propiedad varían
- Rental and ownership costs vary

			suit et tittet de	8		
		Number of Persons in Households				
Income Level	1	2	3	4		
Extremely Low Income	\$15,850	\$18,100	\$21,720	\$26,200		
Max. Rent	\$396	\$453	\$543	\$655		
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Max. Purchase Price 5% down	\$298,750	\$343,250	\$387,500	\$431,800		
<sup>1</sup> 30% of income devoted to maximu	m monthly rent or mortgag	ge payment, including utiliti	es, taxes, and insurance			
<sup>2</sup> Assumes 95% loan (i.e., 5% dov		interest rate and 30-year to	erm			
Source: Zillow Mortgage Calculd Pa	age 805					



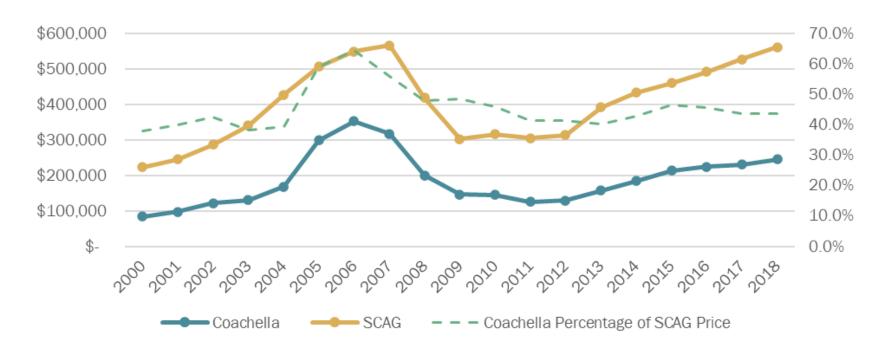
# Median Home Sales Price & Median Rent Precio Medio de Venta de Vivienda & **Alquiler Medio**

Item 27.

 In 2018, Coachella's median home sales price was \$245,000

• En el 2018, el precio medio de la venta de casas en Coachella fue de \$245,000

Median Home Sales Prices for Existing Homes Precios Medios de Venta de Viviendas para Viviendas Existentes









- En el 2019, la renta media pagada en Coachella fue de \$879
- In 2019, the median rent paid in Coachella was \$879
- En el 2019, la renta media pagada en el Condado de Riverside fue de \$1,375
- In 2019, the median rent paid in Riverside County was \$1,375



# Cost Burden/Overpayment Carga de Costos/Sobrepago



### Percentage of Income Spent on Rent by Household

- Siete de cada 10 inquilinos gastan
   >30% de sus ingresos en alquiler (lo cual es sobrepago)
- Seven out of 10 renters spend >30% of income on rent (which is overpayment)
- Almost two thirds (61.8%) of home owners spend >30% of income on mortgage costs
- Casi dos tercios (61.8%) de los propietarios de vivienda gastan >30% de sus ingresos en gastos hipotecarios

Income category	<30%	30%-50%	>50%	Not Computed	Total
Number of Renting Households	1,218	1,495	1,735	146	4,594
Percentage of Renting Households	26.5%	32.5%	37.8%	3.2%	100%

### Porcentaje de Ingresos Gastados en Alquiler por Hogar

Categoria de Ingresos	<30%	30%-50%	>50%	No Calculado	Total
Número de hogares de alquiler	1,218	1,495	1,735	146	4,594
Porcentaje de h Page 808 le anquiller	26.5%	32.5%	37.8%	3.2%	100%



# Senior Households Hogares de la Tercera Edad

- Senior households are defined as households with one or more persons over the age of 65 years old
- Los hogares de la Tercera Edad se definen como hogares con una o más personas mayores de 65 años de edad



### **Elderly Households by Income and Tenure**

Income category	Owner	Renter	Total	Percent of Total Elderly Households:
Extremely Low (< 30% HAMFI)	135	165	300	32.1%
Very Low (30-50% HAMFI)	255	80	335	35.9%
<b>Low</b> (50-80% HAMFI)	120	24	144	15.4%
Moderate/Above Moderate (80%+ HAMFI)	145	10	155	16.6%
Total	655	279	934	-

Note: HAMFI refers to Housing Urban Development Area Median Family llncome

Page 809

Source: SCAG 2020 Pre-Certified Local Housing Data (HUD CHAS, 2012-



# Senior Households Hogares de la Tercera Edad

- De los 934 hogares de la Tercera Edad en Coachella, 83.4 por ciento ganan menos del 80 por ciento del ingreso medio del área y se consideran de bajos ingresos.
- Of Coachella's 934 senior households, 83.4 percent earn less than 80 percent of the Area Median Income and are considered lowincome



### **Elderly Households by Income and Tenure**

Categoria de Ingresos	Propiet ario	Inquilino	Total	Porcentaje del total de Hogares de la Tercera Edad:
Extremadamente Bajo (< 30% HAMFI)	135	165	300	32.1%
Muy Bajo (30-50% HAMFI)	255	80	335	35.9%
<b>Bajo</b> (50-80% HAMFI)	120	24	144	15.4%
Moderado/Por Encima de Moderado (80%+ HAMFI)	145	10	155	16.6%
Total	655	279	934	-

Note: HAMFI se refiere a Housing Urban Development Area Median Family llncome

CAG 2020 Pre-Certified Local Housing Data (HUD CHAS, 2012-Page 810







de Vivienda

Regional Housing Needs Allocation or RHNA (pronounced re-nah):

Asignación Regional de Necesidades de Vivienda o RHNA (pronunciado re-nah):

- Projected number of new housing units needed
- Número proyectado de nuevas unidades de vivienda necesarias

	Region (SCAG)	Coachella
	6th Cycle RHNA	6th Cycle RHNA Share
Very Low 30-50% AMI	351,796	1,033
Low 50-80% AMI	206,807	999
Moderate 80-120% AMI	223,957	1,367
Above Moderate >120% AMI	559,267	4,487
Total	1,341,827	7,886

Median income 4-person household: \$77,300





# Regional Housing Needs Allocation Asignación Regional de Necesidades

# Item 27.

## de Vivienda

- Cada jurisdicción debe demostrar que puede acomodar su número total de RHNA, y sus asignaciones por nivel de ingresos.
- Each jurisdiction must show it can accommodate its total RHNA number, and its allocations by income level
- Ordenado por la ley estatal
- Mandated by state law

	Region (SCAG)	Coachella
	6to Ciclo RHNA	6to Ciclo RHNA Share
Muy bajo 30-50% AMI	351,796	1,033
Bajo 50-80% AMI	206,807	999
Moderado 80-120% AMI	223,957	1,367
Por encima de moderado >120% AMI	559,267	4,487
Total	1,341,827	7,886

Ingreso medio de un hogar de 4 personas: \$77,300





# 4

# Draft Housing Element Borrador del Elemento de Vivienda



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**Section II Projected Housing Need** 

Necesidades de Vivienda Proyectadas

**Housing Resources** Section III

Recursos de Vivienda

**Section IV** Housing Plan

Plan de Vivienda

**Goal A:** Facilitate the Development of a Variety of Housing Types

Goal B: Conserve and Improve Existing Affordable Housing Stock

Goal C: Encourage Energy Conservation to Reduce Housing Costs

Goal D: Promote Fair Housing for All Persons

Goal E: Remove Governmental **Constraints** 

Goal F: Promote Affordable Housing for Low-Income Households

**Goal G:** Preserve Existing Affordable Housing for Low-Income Residents



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Plan de Vivienda

Facilitar el Desarrollo de una Meta A: variedad de tipos de vivienda

Meta B: Conservar y mejorar las viviendas asequibles existentes

Meta C: Animar la Conservación de Energia para reducir los costos de vivienda.

Meta D: Promover Vivienda Justa para todas las personas.

Meta E: Eliminar restricciones gubernamentales

Meta F: Promover viviendas asequibles para hogares de bajos ingresos.

Meta G: Preservar viviendas asequibles existentes para residents de bajos ingresos.



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**Apéndice B:** Inventario y Metodologia de

Sitios

**Apéndice C:** Restricciones de Vivienda

**Apéndice D:** Repaso de Programas

Existentes

**Apéndice E:** Resúmenes de Participación

Pública



## Inventario de Sitios

Residential Development Potential and RHNA

	Extremadamente bajos, Muy bajos, y bajos	Moderado	Por Encima de Moderado	Total
RHNA	2,032	1,367	4,487	7,867
Titulados/Proyectos Propuestos	165		683	848
RHNA Restantes	1,867	1,367	3,804	7,038
Resultados de Invetario del Sitio				
Escenario 1 – Capacidad Existente (Código de Zonificación)		2,212	3,211	5,423
Restante- Escenario de Zonificación	1,867	-845 <sup>2</sup>	593	
Escenario 2 – Capacidad Potencial (Plan General)	1,989	1,867	4,102	7,958
Restante- Escenario del Plan General	-122 <sup>2</sup>	-500 <sup>2</sup>	-298 <sup>2</sup>	

1Solo Cosidera Unidades Netas Nuevas.

2 El Valor Negativo indica un excedente

Source: City of Coachella, LWC 2021



# **Sites Inventory**

**Residential Development Potential and RHNA** 

	Extremely-Low, Very Low, and Low	Moderate	Above Moderate	Total
RHNA	2,032	1,367	4,487	7,867
Entitled/Proposed Projects <sup>1</sup>	165		683	848
Remaining RHNA	1,867	1,367	3,804	7,038
Site Inventory Results				
Scenario 1 – Existing Capacity (Zoning Code)		2,212	3,211	5,423
Remaining- Zoning Scenario	1,867	-845 <sup>2</sup>	593	
Scenario 2 – Potential Capacity (General Plan)	1,989	1,867	4,102	7,958
Remaining- General Plan Scenario	-122 <sup>2</sup>	-500 <sup>2</sup>	-298 <sup>2</sup>	

<sup>&</sup>lt;sup>1</sup> Considers net new units only.

Source: City of Coachella, LWC 2021



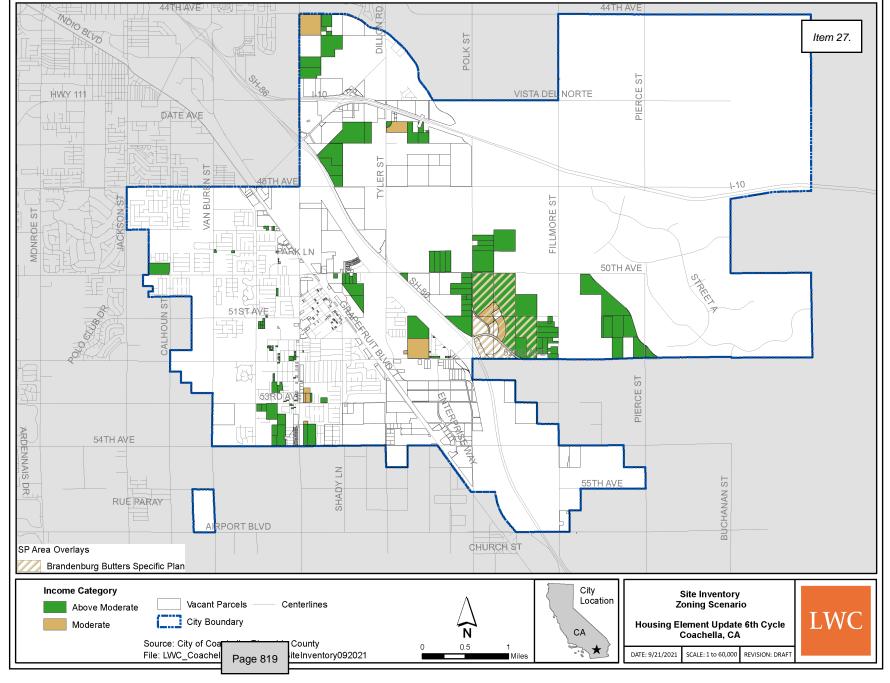
<sup>&</sup>lt;sup>2</sup> Negative value indicates a surplus.

### **Sites Inventory: Zoning Scenario**

### Inventario de **Sitios: Escenario** de Zonificación

Sites identified on the map are under no obligation to construct affordable housing.

Los sitios identificados en el mapa no tienen la obligación de construir viviendas asequibles



### **Sites Inventory: General Plan Scenario**

### Inventario de **Sitios: Escenario** del Plan General

Sites identified on the map are under no obligation to construct affordable housing.

Los sitios identificados en el mapa no tienen la obligación de construir viviendas asequibles

MELKESIAN BLVD 44TH AVE 44TH AVE Item 27. **HWY 111** VISTA DEL NORTE 46TH AVE POLO RD 52ND AVE 53RD AVE 54TH AVE SP Area Overlays Brandenburg Butters Specific Plan Coachella Vineyards Specific Plan Eagle Falls Specific Plan La Entrada Specific Plan 57TH AVE Philips Ranch Specific Plan ∕ista Del Aqua Specfic Plan Income Category Sites Inventory 092021 5th Cycle Site by GP Land Use Location Above Moderate City Boundary LWC Housing Element Update Centerlines Coachella, CA Source: LWC, City rside County, SCAG DATE: 9/20/2021 SCALE: 1 to 65,000 REVISION: DRAFT File: LWC\_Coache \_U\_SiteInventory092021

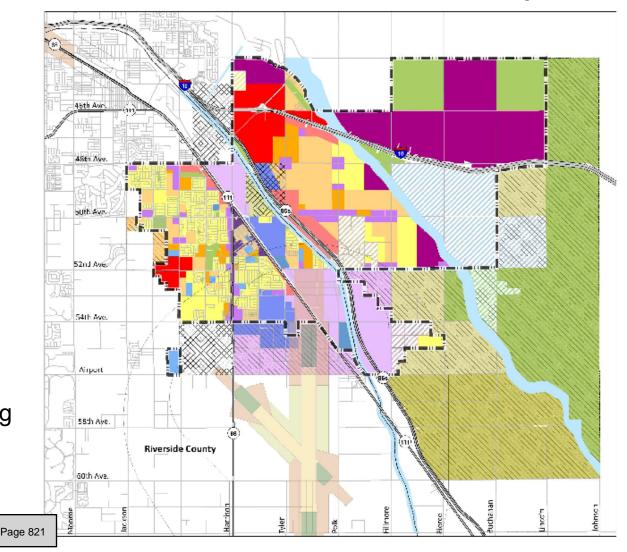
### Implementación del Plan General; Programa de Rezonificación (Programa 1.1)

Para implementar completeamente la actualización del Plan General de la Ciudad 2015, la Ciudad completará una actualización integral del Código de Zonificación. Priorizará la creación de zonas y la rezonificación de sitios de bajos ingresos en el Inventario de Sitios, Escenario #2.

### General Plan Implementation; Rezone Program (Program 1.1)

To fully implement the City's 2015 General Plan update, the City will complete a comprehensive Zoning Code update. Prioritize creating zones and rezoning lower-income sites in the Site Inventory, Scenario #2.

### **Coachella General Plan Land Use Map**

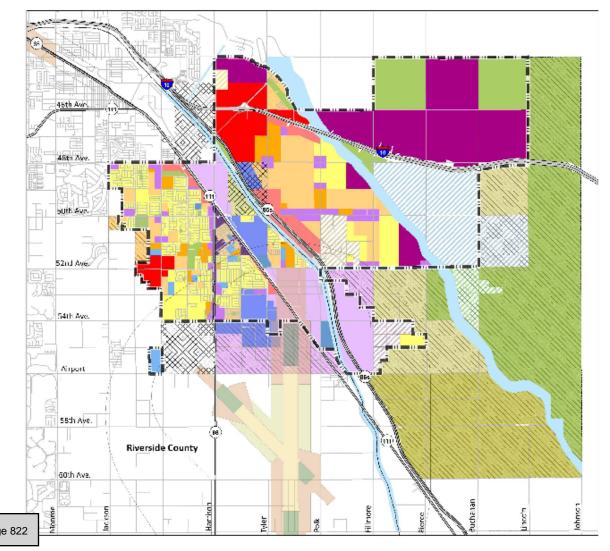


### **Large Family Housing (Program 1.6)**

Identify incentives for development of housing for families with children, with family members requiring assistance, and multigenerational families.

Vivienda para Familias Grandes (Programa 1.6) Identificar incentivas para el Desarrollo de Vivienda para familias con niños, con integrantes de la familia que requieren ayuda, y familias multigeneracionales

### Mapa de Uso de Suelo del Plan General de Coachella



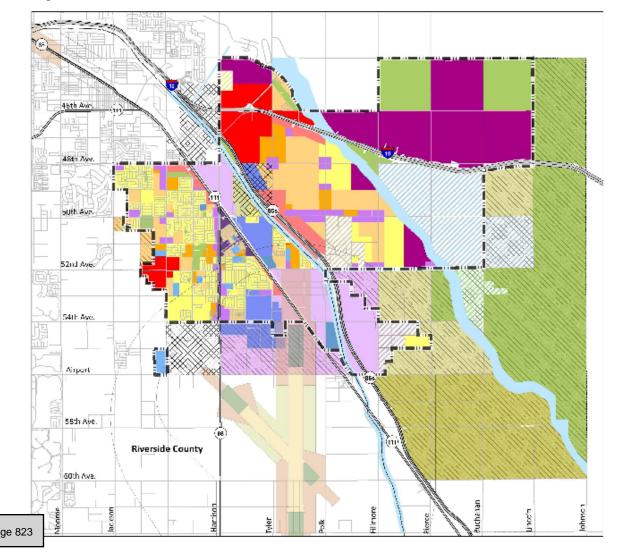
### Programas 1.8, 1.9, 1.12, 1.14

Enmendar el Código de Zonificación con respecto a las viviendas prefabricadas, viviendas de transición y de apoyo, y viviendas para trabajadores agrícolas, y monitorear los sitios de vivienda con el propósito de cumplir con la RHNA.

### Programs 1.8, 1.9, 1.12, 1.14

Amend the Zoning Code regarding manufactured housing, transitional and supportive housing, and farm worker housing, and monitor housing sites for the purposes of meeting the RHNA

### Mapa de Uso de Suelo del Plan General de Coachella





### **Objective Standards (Program 3.1)**

Develop a menu of energy conservation techniques and establish minimum requirements for energy conservation when approving siting and design of proposed residences to minimize energy consumption and housing costs.

### **Estándares Objetivos (Programa 3.1)**

Desarrollar un menu de técnicas de conservación de energía y establecer requisitos mínimos para la conservación de energía al aprobar la ubicación y el diseño de las residencias propuestas para minimizar el consumo de energía y los costos de vivienda.

### **Coachella Valley Apartments Affordable Housing Vivienda Asequible Coachella Valley Apartments**





Image courtesy of CHOC Housing via CHOCHousing.org

### Restricciones del Código de Zonificación (Programa 5.1)

Al actualizar el Código de Zonificación, incorpoar técnicas del uso del suelo como agrupación de unidades, transferencias de densidad, reducción de retrasos, tamaños de lotes reducidos y otros para minimizar los costos de desrrollo de viviendas y maximizar las oportunidades de desarrollo.

### **Zoning Code Constraints (Program 5.1)**

When updating the Zoning Code, incorporate land use techniques such as clustering of units, density transfers, reduced setbacks, reduced lot sizes, and others to minimize housing development costs and maximize development opportunities.

### Coachella Valley Apartments Affordable Housing **Vivienda Asequible Coachella Valley Apartments**





Image courtesy of CHOC Housing via CHOCHousing.org



### **Development Fee Deferral (Program 6.1)**

When feasible, continue to defer development fees for housing units affordable to extremely low-, very low-, and low-income households.

### Aplazamiento de la Tarifa del Desarrollo (Programa 6.1)

Cuando sea posible, continuar diferiendo las tarifas de desarrollo para unidades de vivienda asequibles para hogares de ingresos extremadamente bajos, muy bajos, y bajos.

### Desarrollo de Vivienda Asequible Pueblo Viejo Villas Pueblo Viejo Villas Affordable Housing Development



Image courtesy of City of Coachella via DesertSun.com



# Financiamiento de Unidad Asequible (Programa 6.2)

Continuar trabajando con desarrolladores sin y con fines de lucro para solicitar financiamiento para viviendas para grupos con necesidades especiales, incluyendo aquellos con ingresos extremadamente bajos, trabajadores agrícolas, personas de la tercera edad, y personas con discapacidades de desarrollo, u otras.

### **Affordable Unit Financing (Program 6.2)**

Continue to work with nonprofit and for-profit developers to apply for financing to fund housing for special needs groups, including those with extremely low incomes, farmworkers, the elderly, and persons with disabilities, developmental or otherwise.

### Desarrollo de Vivienda Asequible Pueblo Viejo Villas Pueblo Viejo Villas Affordable Housing Development



Image courtesy of City of Coachella via DesertSun.com

### **Streamlined Approvals (Program 6.7)**

Develop a written policy to specify the SB 35 streamlining approval process and standards for eligible projects, as set for by Section 5913.4 of the California Government Code.

### **Aprobaciones Simplificadas (Programa 6.7)**

Desarrollar una póliza escrita para especificar la SB 35 que simplifica el proceso de aprobación y los estándares para proyectos elegibles, como lo establece la Sección 5913.4 del Código Gubernmanetal de California.

### Desarrollo de Vivienda Asequible Pueblo Viejo Villas **Pueblo Viejo Villas Affordable Housing Development**



Image courtesy of City of Coachella via DesertSun.com



# Public Workshop Summary Resumen del **Taller Publico**



# **Public Workshop Taller Publico**

- October 14, 2021
- 14 de Octubre del 2021
- Presentation and Discussion
- Presentación y discusión





# Public Workshop Discussion Discusión del Taller Publico

- How does the public participate in the process?
- ¿Cómo participa el público en el proceso?
- What does "affordable housing" mean?
- ¿Qué significa "vivienda accesible"?
- How to prevent new development from displacing current residents?
- ¿Cómo evitar que los nuevos desarrollos desplacen a los residentes actuales?
- Recommendations for inclusionary housing requirement, rent control, land trusts, right to legal counsel, renter protections, and community implementation committees
- Recomendaciones para requisitos de vivienda inclusiva, control de alquileres, fideicomiso de tierras, derecho a asesoramiento legal, protecciones para inquilinos y comités de implementación comunitaria



# **Public Workshop Discussion** Discusión del Taller Publico

- Recommendation to rehabilitate housing and provide loans for small repairs
- Recomendación para rehabilitar viviendas y otorgar préstamos para pequeñas reparaciones
- Is there land reserved for emergency shelters?
- ¿Hay terrenos reservados para refugios de emergencia?
- Concern for low-income households and segregation by income
- Preocupación por los hogares de bajos ingresos y segregación por ingresos
- Does Housing Element consider design and architecture?
- ¿Housing Element tiene en cuenta el diseño y la arquitectura?



# **Next Steps Próximos Pasos**



# **Next Steps/Próximos Pasos**

### Perform Affirmatively Furthering Fair Housing (AFFH) Analysis Per Recent State Law

- Guidelines released late April 2021
- Work anticipated Winter 2021

### Realizar Análisis de Promoción Afirmativa de Vivienda Justa (AFFH) Según la Ley Estatal Reciente

- Directrices publicadas a finales de abril 2021
- Trabajo anticipado para el invierno del 2021



# **Next Steps/Próximos Pasos**

### **Public Review**

Draft is available for review and comment from September 29 through November 30, 2021

### Revisión Pública

El borrador esta disponible para revisión y comentarios desde el 29 de septiembre hasta el 30 de noviembre, 2021

### **HCD Review**

City will make any necessary modifications to meet requirements to be certified by the State

### Revisión de HCD

La Ciudad hará las modificaciones necesarias para cumplir con los requisitos para ser certificado por el estado.



## **Next Steps/Próximos Pasos**

### **Revised Drafts**

- City will revise and update the Housing Element, as appropriate, and publish additional drafts for review
- La Ciudad revisará y actualizará el Elemento de Vivienda, según sea apropiado, y publicará borradores adicionales para su revisión.

### **Public Hearings**

Public hearings and adoption expected 2022

### **Audiencias Públicas**

Audiencias Públicas y Adopción previstas para el 2022



# Stay Informed and Involved! ¡Mantenganse Informado e Involucrado!

Coachella Housing Element Webpage:

Página Web del Elemento de Vivienda de Coachella:

https://www.coachellahousingelement.com/

**Coachella Project Contact:** 

Contacto para el Proyecto de Coachella:

Gabriel Perez

Development Services Director/Director de Servicios de Desarrollo (760) 398-3502

gperez@coachella.org



# Questions Comments? ¿Preguntas o Comentarios?



# Thank you! ¡Gracias!

