



AGENDA

OF A REGULAR MEETING
OF THE

CITY OF COACHELLA

CITY COUNCIL 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

March 08, 2023

6:00 PM – REGULAR MEETING

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

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

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

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

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

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

ROLL CALL:

PLEDGE OF ALLEGIANCE:

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”

PROCLAMATIONS/PRESENTATIONS:

1. Proclamation for Brook Sibrian
2. Coachella Immigrant Families Recovery Program Presentation
3. Ollin Strategies Quarterly Update

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.)

4. Meeting Minutes of February 22, 2023, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
5. Adopt Resolution No. 2023-14, a Resolution of the City Council of the City of Coachella, California, Authorizing the Extension of the Service Fee Collected on behalf of the Riverside County Abandoned Vehicle Abatement Service Authority until May 2034.
6. Approve the purchase of a mobile/portable livestream audio video teleconferencing system.
7. Coachella Wireless Telecommunications Facilities Inventory and Status Update.
8. Professional Service Agreement with Alta Planning + Design, Inc. to provide Environmental Services related to California Environmental Quality Act (CEQA) for the Connect Coachella Project, City Project ST-138.
9. Approve a budget allocation of \$10,000, to add a new special event to the 2023 event calendar to recognize migrant farmworkers in recognition of Cesar Chavez Day.

10. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of March 8, 2023, \$3,303,640.39.

11. Approve a Professional Services Agreement with Lisa Wise Consulting, Inc. to complete the City of Coachella - 6th Cycle Housing Element Update to the General Plan, for \$44,825.00 and authorize an appropriation of \$35,825 from the General Fund.

12. Authorize purchase of a 2024 Ford Explorer, in the amount of \$43,092.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

13. Consideration to fill Five Planning Commission Vacancies

14. Seeking City Council direction on continuing to allow zoom for public participation and presentations after Governor Gavin Newsom's proclamation terminating the state COVID-19 State of Emergency.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

15. Taco Shop 760 – Alcohol Sales and Entertainment Establishment Permit

Conditional Use Permit (CUP) No. 360 (Modification) to change the hours of operations related to the on-sale, service and consumption of beer, wine, and distilled spirits (Type 47) and Entertainment Permit No. 23-01 to permit limited entertainment within a 2,756 square-foot restaurant located at 48975 Grapefruit Blvd, Suite #3. Applicant: Alejandra Barcelo

16. Tripoli Mixed-Use Project Proposed Revisions

Second proposed amendment to Conditional Use Permit (CUP) 351 and Architectural Review (AR) 22-04 for the PUD (Planned Unit Development) Overlay Zone guidelines, design revisions and modifications to conditions of approval for a mixed-use development consisting of 108 apartment units and four retail units on 2.8 acres of vacant C-G (General Commercial) zoned property at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN# 778-081-003 and -001) Applicant: Chelsea Investment Corporation

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Brook Sibrian a Salvadoran-Mexican American and a native of Southern California who attended Rider University in New Jersey, and

WHEREAS, relocated to the Coachella Valley in 2020, to further her amateur boxing career and

WHEREAS, began training at Lee Espinoza’s Coachella Valley Boxing Club in Coachella and

WHEREAS, she made her first amateur debut in May 2021 in Nicaragua and won by a TKO

WHEREAS, in December of 2022 Brook became the Number One Female Boxer in the 114 pound division for USA Boxing

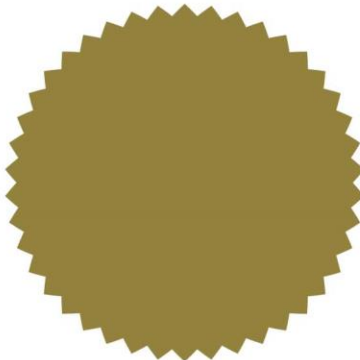
WHEREAS, in 18 months Brook has achieved an impressive record of 16-1 and Two Time National Champion

WHEREAS, Brook has an opportunity to clinch a spot on the National Team representing El Salvador at the 2024 Paris Olympic Games

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

BROOK SIBRIAN

on her early successes and urge all citizens of the City of Coachella to wish her well on her upcoming bouts.



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8th day of March, 2023.

Steven A. Hernandez

Steven A. Hernandez, Mayor
City of Coachella, California



Coachella Immigrant Families Recovery Program

City of Coachella Council Meeting
March 8, 2023



Helping Coachella families rebuild with dignity



The City of Coachella, in partnership with Mission Asset Fund, launched a groundbreaking program to support 140 families in their financial recovery journey.

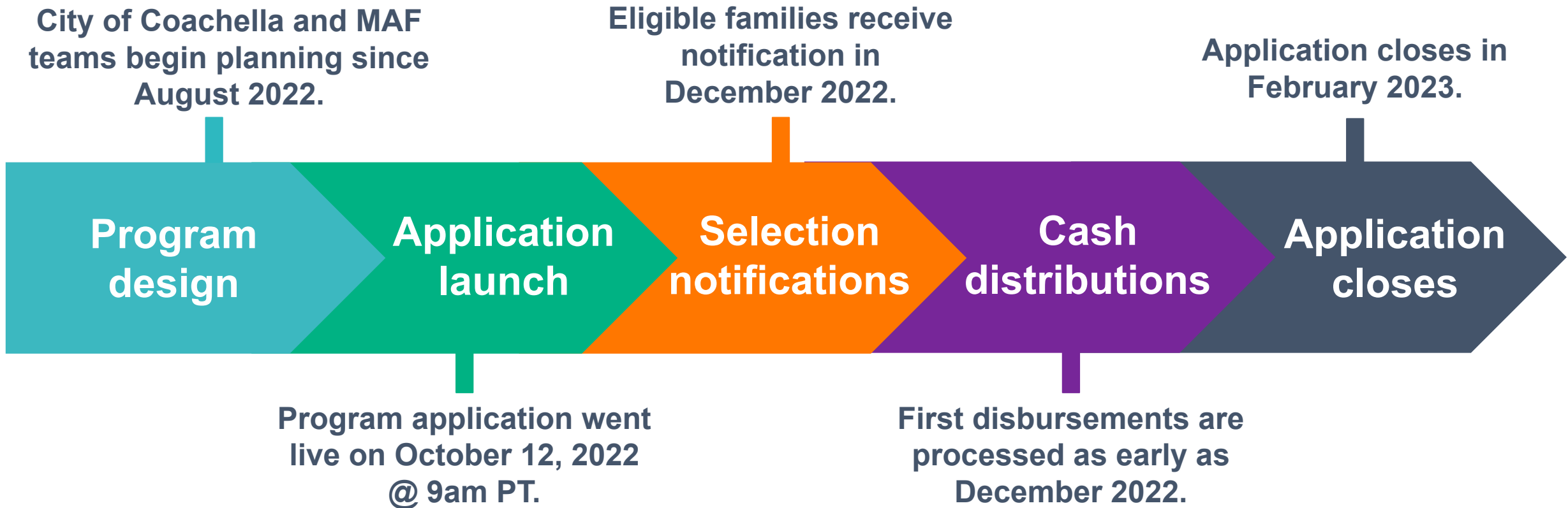
- RECEIVE \$400 IN MONTHLY CASH ASSISTANCE (AS A GIFT) FOR 12 OR 24 MONTHS
- GET ONE-ON-ONE FINANCIAL COACHING TAILORED TO YOUR FINANCIAL NEEDS
- ACCESS EXCLUSIVE FINANCIAL EDUCATION WORKSHOPS
- CONNECT WITH OTHERS IN ENGAGING COMMUNITY CONVERSATIONS

Who is eligible?

- Reside in the city of Coachella, CA
- Be 18 years of age or older
- Have a current, non-expired, government-issued photo ID
- Have at least one child age 17 and under who was living in your household in 2021
- Earned less than \$75,000 in 2021 or have a total household income below \$150,000 in 2021
- Have been excluded from receiving any federal COVID-19 relief in 2020 or 2021, including the expanded Child Tax Credit.



Program Timeline



Program Outreach & Enrollment

Outreach

Joint efforts to help spread the word



Webpage and social media kit



Radio and Facebook ads



Informational webinars



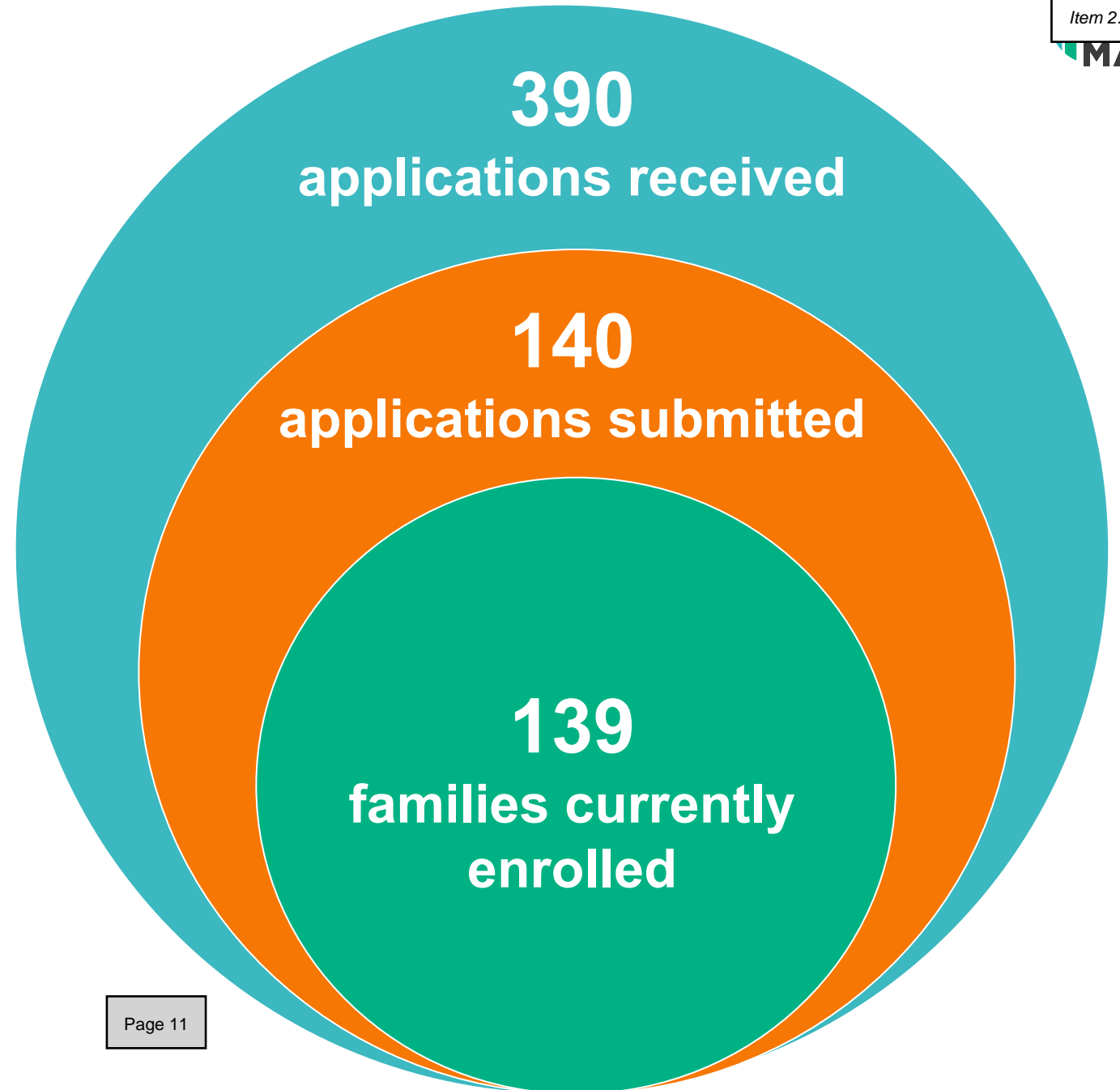
Outreach and application support at City Hall



Partnerships with local community organizations

Enrollment

Application pipeline
by numbers



Enrollment

Cash disbursed and committed



→ \$121,200 disbursed
to families as of
February 2023

→ \$886,800 committed
for disbursement by
February 2025

Looking Ahead

Financial Services



FINANCIAL COACHING

Individualized one-on-one financial coaching to help clients meet their financial goals.



GROUP FINANCIAL EDUCATION

Live online sessions offered via Zoom on different financial topics like credit building and more.



MYMAF

App that connects clients to financial education, tools, and resources to create a personalized action plan.

Storytelling

- In the months ahead, we'll continue to meaningfully engage with clients in order to uplift their financial recovery stories and strategies.
- By doing so, we'll be better equipped to influence policy conversations and advocate for programs that better support immigrant families excluded from federal relief.

Client Quote

"This program is important to me because I am a single mother and this [cash] assistance would help me to be a little more financially comfortable and be a little better off. Having an extra \$400 a month would help me focus more on my family and be able to spend more time with them. Also, I wouldn't be under so much pressure about how to cover all my household expenses, since I take care of everything on my own."

- Ramona, Coachella IFRP client

Thank you!





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

February 22, 2023
5:00PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

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

ROLL CALL:

Councilmember Figueroa, Councilmember Virgen, Councilmember Delgado, Mayor Pro Tem Galarza, Mayor Hernandez

Absent: None

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2023-08 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation
Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Virgen
Approved: 5-0, by a unanimous voice vote

APPROVAL OF AGENDA:

City Manager Martin requested to continue Item 11 to next meeting.

11. Consideration to fill five (5) Planning Commission Vacancies.

Motion: To approve the agenda with modifications
Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Virgen
Approved: 5-0, by a unanimous voice vote

ADJOURN TO CLOSED SESSION: 5:03 P.M.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 85-711 Peter Rabbit Lane
Agency Negotiator: City Manager and Development Services Director
Negotiating Parties: Hidden Harvest, Inc.
Under Negotiation: Prices and Terms

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

ROLL CALL:

Mayor Hernandez did not return after closed session.

PLEDGE OF ALLEGIANCE:

Bill Pattison led the pledge of allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS:

1. Proclamation for Andrea Carranza

WRITTEN COMMUNICATIONS:

None.

CONSENT CALENDAR:

2. Special Meeting Minutes of February 3, 2023, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
3. Meeting Minutes of February 8, 2023, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
4. Investment Report October 2022.
5. Authorize a Community-Based Grant to Culturas Music and Arts in the amount of \$3,000 to support its Women Rising Event.
6. Approve a Community Based Grant to the American Outreach Foundation in the amount of \$1,000.
7. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of February 22, 2023, \$5,314,825.81.

8. Approve a Community Based Grant to the Coachella Youth Baseball and Softball Association in the Amount of \$1,000.

Motion: To approve as presented on Consent Items 5,6 and 8
Made by: Councilmember Figueroa
Seconded by: Councilmember Virgen
Approved: 4-0, by a voice vote
Absent: Mayor Hernandez

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

9. Greater Coachella Valley Chamber of Commerce July 1, 2022 – January 31, 2023.
10. Authorize City Manager to execute Change Order #1 in an amount of \$192,882.00 plus 15% contingency and authorize appropriation of \$159,383.28 from General Fund for the Bagdouma Court Improvements Project – City Project P-21, CDBG Project No. 4.CO.24-20.

Motion: To approve per staff recommendation
Made by: Councilmember Figueroa
Seconded by: Mayor Pro Tem Galarza
Approved: 4-0, by a voice vote
Absent: Mayor Hernandez

12. Authorize the City Manager to execute a Professional Services Agreement with Dokken Engineering for the Grapefruit/Airport Boulevard Crossing Water Transmission Main Project in the amount of \$413,028.00.

Motion: To approve per staff recommendation
Made by: Councilmember Figueroa
Seconded by: Councilmember Virgen
Approved: 4-0, by a voice vote
Absent: Mayor Hernandez

13. Authorize an Operating Agreement with Bound Corporation for Scooters and E-Bikes.

Motion: To approve per staff recommendation
Made by: Councilmember Figueroa
Seconded by: Councilmember Delgado
Approved: 4-0, by a voice vote
Absent: Mayor Hernandez

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

Mayor Pro Tem Galarza opened up the Public Hearing at 7:13 p.m. and closed it at 7:16 p.m.

14. Coachella Entertainment Park (EP No. 22-01 36-Month Renewal Request - Adopt Resolution No. 2023-09 approving a renewal of Entertainment Permit No. 22-01 for the Coachella Entertainment Park outdoor entertainment venue located on a 1.24 acre site at 85-994 Grapefruit Blvd (APN# 778-030-005 and 778-180-001). Applicant: Nicolas Meza.

Motion: To approve per staff recommendation
Made by: Mayor Pro Tem Galarza
Seconded by: Councilmember Figueroa
Approved: 4-0, by a voice vote
Absent: Mayor Hernandez

Mayor Pro Tem Galarza opened up the Public Hearing at 7:16 p.m. and Closed at 7:21 p.m.

15. Adopt Resolution No. 2023-10 to approve the financing of the Tripoli CIC, LP, (the “Borrower”) by the California Municipal Finance Authority (CMFA) and conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) and the Internal Revenue Code of 1986, as amended (the “Code”), in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000, (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California (the “Project”).

Motion: To approve per staff recommendation
Made by: Councilmember Figueroa
Seconded by: Mayor Pro Tem Galarza
Approved: 4-0, by a voice vote
Absent: Mayor Hernandez

PUBLIC COMMENTS (NON-AGENDA ITEMS):

None

REPORTS AND REQUESTS:

None.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Pro Tem Galarza adjourned the meeting at 7:31 P.M.



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Rene Rosales, Code Compliance Manager

SUBJECT: Adopt Resolution No. 2023-14, a Resolution of the City Council of the City of Coachella, California, Authorizing the Extension of the Service Fee Collected on behalf of the Riverside County Abandoned Vehicle Abatement Service Authority until May 2034

STAFF RECOMMENDATION:

Adopt Resolution No. 2023-14 authorizing the extension of the service fee collected on behalf of the Riverside County Abandoned Vehicle Abatement Service Authority until May 2034.

BACKGROUND:

In 1990, the California State Legislature enacted legislation allowing for the creation of county-based vehicle service authorities, pursuant to the provisions of Vehicle Code Section 22710. In June 1994, the Riverside County Abandoned Vehicle Abatement Service Authority (AVA) was formed and imposed a one-dollar vehicle registration fee on vehicles registered to an owner with an address in the County of Riverside.

Within the last ten (10) years, the City of Coachella has received approximately \$583,775.28 in disbursements from the Riverside County Abandoned Vehicle Abatement Service Authority to help fund the cost of abating abandoned, wrecked, dismantled or inoperative vehicles.

Vehicle registration fees are collected by the Department of Motor Vehicles and allocated to Riverside County Abandoned Vehicle Abatement Service Authority by the State Controller pursuant to Vehicle Code Section 9250.7. Fees are then allocated to participating entities based on the size and population of each entity in relation to the total size and population of Riverside County, and based on a percentage of the vehicles abated by each entity in relation to the total vehicles abated by the Riverside County Abandoned Vehicle Service Authority as a whole.

The current program is set to expire in May 2024. New legislation allows the local authorities to extend the programs every 10 years with the approval of the county and a majority of the cities comprising a majority of the population of the incorporated areas. Adoption of the attached resolution is the first step toward the extension of this important program.

DISCUSSION/ANALYSIS:

The Code Enforcement Division relies on the resources of the AVA program to remove and dispose of abandoned, wrecked, dismantled, or inoperative vehicles, and be reimbursed through the Riverside County Abandoned Vehicle Abatement Service Authority for staff time and costs incurred by the city in the abatement of abandoned, wrecked, dismantled and inoperative vehicles.

FISCAL IMPACT:

There is no fiscal impact with the approval of Resolution No. 2023-14. This is the first step in the process toward the extension of the AVA program. There is the continued potential for the income from the program to help fund the abatement of abandoned, wrecked, dismantled or inoperative vehicles.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council adopt Resolution No. 2023-14 extending the Abandoned Vehicle Abatement Program until May 14, 2034.

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE EXTENSION OF THE SERVICE FEE COLLECTED ON BEHALF OF THE RIVERSIDE COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY UNTIL MAY 2034.

WHEREAS, the Riverside County Abandoned Vehicle Abatement Service Authority was formed on or about June 1, 1994, pursuant to the provisions of California Vehicle Code §§ 9950.7 and 22710 enacted by the Legislature in 1990 which authorize the establishment of a service authority and imposition of a service fee on all registered motor vehicles located within a county; and

WHEREAS, beginning in June 1994 and continuing to the present, the Riverside County Abandoned Vehicle Abatement Service Authority has been the recipient of service fees collected on its behalf by the California Department of Motor Vehicles; and

WHEREAS, the service fees received by the Riverside County Abandoned Vehicle Abatement Service Authority are used to reimburse local governmental agencies for a portion of their costs incurred as a result of the abatement, removal and disposal as public nuisances of any abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof; and

WHEREAS, the Riverside County Abandoned Vehicle Abatement Service Authority apportions and distributes service fee proceeds to each member agency according to the formula set forth in California Vehicle Code §§ 22710; and

WHEREAS, since the establishment of the Abandoned Vehicle Abatement program in June 1994, it has disbursed \$22,952,216 in service fee proceeds to member agencies and caused the abatement of approximately 146,561 abandoned, wrecked, dismantled, or inoperative vehicles located in various cities and the unincorporated area of Riverside County; and

WHEREAS, the service fee collected as part of the Abandoned Vehicle Abatement Service Authority program is set to expire in May 2024; and

WHEREAS, the Legislature recently amended California Vehicle Code § 9250.7 to allow for an extension of the service fee collected as part of the Abandoned Vehicle Abatement program in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities comprising a majority of the population of the incorporated areas within the county adopt resolutions providing for the extension of the service fee; and

WHEREAS, it is desirable to the City of Coachella to have the Abandoned Vehicle Abatement program continue beyond its current termination date of May 2024.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Coachella, California approves the extension of the service fee collected on behalf of the Riverside County Abandoned Vehicle Abatement Service Authority until May 14, 2034.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Coachella City Council held on this 8th day of March 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



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Jason Stevens, IT Manager

SUBJECT: Mobile/Portable Livestream Audio, Video, Teleconferencing System

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of equipment to facilitate a multi camera mobile/portable livestream audio video teleconferencing system.

BACKGROUND:

The City of Coachella IT department currently does not have a portable all in one multi camera audio / video solution to properly accommodate the frequent audio and video requests that the department receives. These requests range from small public announce (PA) audio system setups at various venues throughout the city to more complex and larger video conferencing, meeting and livestream events held at locations such as the library meeting rooms, corporate yard upstairs hall and other locations. Recently the City has also been hosting multiple outside agencies where they have specific audio video requirements for their meetings and events.

City Staff is under the directive to more and better engage with the public through communication and sharing of events through multimedia and social media engagements and currently this is being perform through cell phones that do not have the highest level of production and quality. This system would allow the City to better engage with the public through social media, livestreaming of events and future Public, Educational and Governmental (PEG) access broadcasting.

With the start of the new IT Manager a bare minimum amount of equipment has been purchased in order to provide a basic level of service for these requests however it is staffs desire to offer a more professional and quality experience for these events and outside hosted agencies. While IT staff can accommodate the smaller events with the current equipment we cannot meet the requirements of large-scale conferences, meetings and events at the quality and coverage level desired.

The multi-cam AV system would provide a backup to the primary City Council chamber audio/video system in the event of a catastrophic failure of that system or where meetings would need to be operated from an alternate location. This would also provide a portable system for emergency operation center (EOC) operations to facilitate networking, communications and

conferencing services in the event of a disaster where or if the current EOC center become inhabitable or unavailable. This system lastly would provide the capabilities to provide press briefings or live city announcements and communication to the public both at current city facilities or outside.

DISCUSSION/ANALYSIS:

City IT Staff has designed and engineered this solution based on our requirements to meet all of the above stated needs and goals. A parts list was generated and each item priced out at three vendors that the City currently does business with for IT/Audio/Video procurement and has active payment terms with. There is not currently an available turnkey multi-cam conference AV system that can be purchased directly that IT staff could determine which is why an itemized solution was designed.

The three vendors that were priced out were Amazon, B&H Photo Video and Full Compass AV. The lowest price vendor for most items was B&H Photo Video which offers NASPO pricing and has all items available. A quote from B&H Photo Video was generated for the majority of items needed for this system and is the attached quote for consideration totaling \$60,326.10

Amazon Estimate = \$69,196.57

B&H Photo Video Estimate = \$60,326.10

Full Compass Estimate = \$85,200.61

ALTERNATIVES:

1. Submit this item for the next budget cycle
2. Not authorize this system at this time

FISCAL IMPACT:

Should the City Council approve the staff recommended system the funds would be allocated from the General Fund Reserves totaling \$60,326.10



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: **800-947-8003**
212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Fed Gov: federsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until:

03/30/23

Quote No.: 1095759912

Reference No.: NASPO-CA-P

Sold To: **Jason Stevens**
City Of Coachella
53462 Enterprise Way
Attn: Jason Stevens
COACHELLA, CA 92236

Bill Phone: (442)400-5755

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	WB	MULTIPLE
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
3	AURAY RACK DRAWER LOCKING 3U/REG Country of Origin: CHINA In Stock - while supplies last.	AURDL3U (RD-L-3U)	63.74	191.22
1	AURAY 10-32 PHILIPS RACK SCRWS & WSHRS (100)/REG Country of Origin: CHINA In Stock - while supplies last.	AURSW1032100 (RSW-1032-100)	14.99	14.99
1	AURAY RS-V-1U ONE-SPACE VENTED RK SHLF/4 PAK/REG Instant Savings 10.00 \$10.00 Instant Savings Exp. 04/30/23 This item currently has a price of \$69.96 while supplies last. CONSISTS OF: 4 AURAY VENTED RACK SHELF 1U/REG	AURSV1U4K 0	69.96	69.96

Continued on Page 28 at Page ...



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federsales@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 15-2768071

Quote No.: 1095759912

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	Sism	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
	AURSV1U (Continued) Country of Origin: CHINA In Stock - while supplies last.	AURSV1U (RS-V-1U)		
3	FURMAN M-8DX PWR CONDITIONER w/LED VOLTMETER/REG Country of Origin: CHINA In Stock - while supplies last.	FUM8DX (M-8DX)	164.96	494.88
1	FURMAN 15A POWER SEQUENCER WITH 10' CORD/REG Country of Origin: CHINA In Stock - while supplies last.	FUM8S (M-8S)	215.71	215.71
2	TRIPP-LITE RS1215-RA PDU BASIC DUAL VOLT 100/REG Country of Origin: CHINA In Stock - while supplies last.	TRRS1215RA (RS1215-RA)	74.04	148.08
2	AC CLDPLT T1-QUIET COOLING SYS 1U/EXHAUST/REG Country of Origin: CHINA In Stock - while supplies last.	ACAICPT1 (AI-CPT1)	96.75	193.50

Continued on Page 29 at Page ...

BNH_quote



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: **800-947-8003**
212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Fed Gov: federsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 15-2768071

Quote No.: 1095759912

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	Slsm	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	BLACK-MAGIC ATEM 2 M/E CONSTELLATION HD SWITCHER/REG Country of Origin: INDONESIA In Stock - while supplies last.	BLATMS21ME2H (SWATEMSCN2/1ME2/HD)	1,505.16	1,505.16
3	CANON CRN500 PRO 4K PTZ CAM w/NDI/15x OZ BLK/REG Country of Origin: JAPAN In Stock - while supplies last.	CAPTZCRN500 (4839C001)	5,393.49	16,180.47
1	SKAARHOJ PTZ PRO V2 CAMERA CONTROLER w/BPI/REG Country of Origin: DENMARK In Stock - while supplies last.	SKPTZPROV2B (PTZ-PRO-V2B)	2,263.51	2,263.51
3	KILOVIEW 12G-SDI-NDI CONVERTER/REG Country of Origin: CHINA In Stock - while supplies last.	KIKVN30 (KV-N30)	819.66	2,458.98
1	BLACK-MAGIC ATEM STUDIO CONVERTER 2/REG Country of Origin: SINGAPORE In Stock - while supplies last.	BLATEMPSTUC2 (SWRCONVRCK2)	1,807.08	1,807.08
3	BLACK-MAGIC ATEM CAMERA CONVERTER/REG Country of Origin: SINGAPORE	BLACC (SWRCONV)	555.00	1,665.00

Continued on Next Page ...

Page 30

Customer Copy

Page 3 of 8

BNH_quote



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: **800-947-8003**
212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Fed Gov: federsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 15-2768071

Quote No.: 1095759912

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	Sism	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
	In Stock - while supplies last.			
2	CANON XF605 HD CAMCORDER/REG Country of Origin: JAPAN	CAXF605 (5076C002)	4,539.90	9,079.80
	In Stock - while supplies last.			
	The item listed above has an E-waste Fee of \$4.00			
2	MANFROTTO LANC REMOTE CONTROL/REG Country of Origin: ITALY	MAMVR901ECLA (MVR901ECLA)	285.50	571.00
	In Stock - while supplies last.			
3	FEELWORLD 7" 4K HDMI IN-AND-OUT HIGH-BRIGHT MNTR/REG Country of Origin: CHINA	FEFW279 (FW279)	194.99	584.97
	In Stock - while supplies last.			
	The item listed above has an E-waste Fee of \$4.00			
1	BLACKMAGIC SMARTSCOPE DUO 4K 2/REG Country of Origin: SINGAPORE	BLSSD42 (SMTWSCPED4K2)	785.88	785.88
	In Stock - while supplies last.			
1	BLACK-MAGIC HYPERDECK STUDIO HD PLUS/REG Country of Origin: SINGAPORE	BLHDSHDPLUS (HYPERD/ST/DCHP)	617.16	617.16

Continued on Page 31 at Page ...



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Fed Gov: federsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 15-2768071

Quote No.: 1095759912

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	Sism	MULTIPLE

Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
		In Stock - while supplies last.			
1		BLACK-MAGIC TERANEX MINI - RACK SHELF/REG Country of Origin: CHINA	BLTERMRS (CONVNTRM/YA/RSH)	98.79	98.79
		In Stock - while supplies last.			
1		BLACK-MAGIC BLACKMAGIC WEB PRESENTER 4K/REG Country of Origin: INDONESIA	BLWEBPTR4K (BDLKWEBPTR4K)	599.40	599.40
		In Stock - while supplies last.			
8		BLACK-MAGIC MICRO CONVERTER BIDIRECT SDI/HDMI 12G/REG Country of Origin: SINGAPORE	BLMCBDSH12G (VBDCSDIHDMI1)	146.52	1,172.16
		In Stock - while supplies last.			
4		VIEWSONIC 22 FHD 10 POINT TOUCH MONITOR/REG Country of Origin: CHINA	VITD2230 (TD2230)	289.99	1,159.96
		In Stock - while supplies last.			
		The item listed above has an E-waste Fee of \$5.00			
1		SONNET ECHO EXPRS SE3E TBT 3 ED-3SL PCIE EXPS/REG Country of Origin: UNITED STATES	SOECEXSE3ET3 (ECHO-EX-SE3E-T3)	660.45	660.45
		In Stock - while supplies last.			

Continued on Page 32 at Page ...



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Fed Gov: federalsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 15-2768071

Quote No.: 1095759912

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	Slsm	MULTIPLE
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	BLACK-MAGIC DECKLINK DUO 2 PCIe CAPTURE CARD/REG Country of Origin: INDONESIA In Stock - while supplies last.	BLDLD2 (BDLKDUO2)	439.56	439.56
1	ELGATO STREAM DECK XL/REG Country of Origin: TAIWAN In Stock - while supplies last.	ELSTRMDKXL (10GAT9901)	239.23	239.23
1	HOLLYLAND SLDCMC C1 FL-DPLX WL INTRCM w/6-HEADST/REG Country of Origin: CHINA In Stock - while supplies last.	HOHLSC16S (HL-SOLIDCOM C1-6S)	1,313.13	1,313.13
3	TACTICAL TCTCL FIBER CBL/REEL/SNGL MODE/LC/500'/REG Country of Origin: UNITED STATES Special Order. 7-14 business days	TAR2LC500 (2LC0500TFR)	484.23	1,452.69
3	NEEWER HD VID TRIPOD w/FLUID DRAG HEAD-78.7"/REG Country of Origin: CHINA <i>Your request for the additional qty has been approved</i> Temporarily Out of Stock. More on the Way	NE66600617 (66600617)	119.99	359.97
2	LD CARDIOID POWERED COLUMN PA -3000W PEAK/REG Country of Origin: CHINA <i>This Is A Special Order Item, And Is Not Returnable.</i>	LDSMAUI44G2 (LDS-MAUI44G2)	2,219.99	4,439.98

Continued on Page 33 at Page ...



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com
Fed Gov: federalsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 15-2768071

Quote No.: 1095759912

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	Slsm	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
	Back-Ordered - Special Order. No ETA Available at this time			
2	LD MAUI 28 G2 PA SYSTEM - BLACK/REG Country of Origin: CHINA <i>This Is A Special Order Item, And Is Not Returnable.</i> Special Order. 3-7 business days CONSISTS OF: 2 Box 1 of 2 - Mixer/ . No ETA Available at this time 2 Box 2 of 2 - Compact Column/ . No ETA Available at this time	LDMAUI28G2 (LDS-MAUI28G2)	1,124.99	2,249.98
1	ODYSSEY GLD STL 14/16SP COMBO RK/WHLS/1 SD TBL/REG Country of Origin: CHINA <i>This Is A Special Order Item, And Is Not Returnable.</i> Special Order. 6-10 weeks	ODFZGS1416WX (FZGS1416WDLX)	621.59	621.59
2	ODYSSEY UTIL TRNK/WHLS/STCKNG CSTR PLTS/42x20"/REG Country of Origin: CHINA <i>This Is A Special Order Item, And Is Not Returnable.</i> Special Order. 6-10 weeks	ODFZUT34422W (FZUT34422WS)	488.39	976.78
2	CAMPLEX MTP MALE APC-12LC UPC FBR BRKT CBL-3'/REG Country of Origin: UNITED STATES <i>This Is A Special Order Item, And Is Not Returnable.</i>	CAMTPSML3 (CMX-MTPSMLC-003)	63.05	126.10

Continued on Page 34 at Page ...

BNH_quote



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Item 6.

Phone: **800-947-8003**
212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federalsales@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 15-2768071

Quote No.: 1095759912

Date	Customer Code	Terms	Salesperson	Ship Via
02/27/23	B6274001	N/A	Sism	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
	Special Order. 7-14 business days			
<p>PLEASE NOTE: -----</p> <p>**** Please reference your quote number on all PO's ****</p> <p>**** ALL PRICES ARE LISTED IN USD ****</p> <p>Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.</p>				

Payment Type - NO PAYMENT TYPE SELECTED	- Amount	Sub-Total: 54,757.12 Shipping: 737.73 E-Waste: 40.00 Tax: 4,791.25 Total: 60,326.10
---	-----------------	--

BNH_quote

B&H - B&H Photo Video
 AZ - Amazon
 FC - Full Compass AV

Odyssey Pro Combo Rack - BH	\$621.59 \$739.95 \$914.95	B&H Odyssey Pro Combo Rack with Glide Platform, Side Table, and Casters (14 RU over 16 RU) AZ Odyssey Flight Zone Combo Rack FC Odyssey CXP1118WCXP Combo Rack Case with Wheels
2X Odyssey Trunk - BH	\$488.39 (\$976.78) \$722.79 (\$1,445.58) \$979.99 (\$1,959.98)	B&H Odyssey Flight Zone Utility Trunk Touring Case with Wheels, Caster Stacking Plates, and Dividers AZ Odyssey Stakpak Utility Case: 42X17X20 - FZUT34422W FC Gator G-TOURTRK4522HS45"x22"x27" Utility Flight Case
3X Rack Drawer 3U - BH	84.11 (252.33) 63.74 (191.22) \$139.95	AZ NavePoint Server Cabinet Case 19 Inch Rack Mount DJ Locking Lockable Deep Drawer BH Auray Locking Rack Drawer (3 RU) FC RU Locking Rack Drawer with Key
Rack Screws - BH	\$35.88 \$14.99 \$50.97	AZ Reliable Hardware Company RH-RMSET-25-A 25 Sets of Rack Rail Screws BH Auray RSW-1032-100 10-32 Phillips Rack Screws and Washers (Set of 100) FC Chrome Rack Screws with Plastic Washer
4X Vented Rack Shelf - BH	\$119.96 (\$359.88) \$69.96 \$79.99 (\$319.96)	AZ C Infinity Vented Cantilever 1U Universal Rack Shelf, BH Auray Vented Rack Shelf Value Kit (1 RU, 4-Pack) FC RU, 15" Deep Vented Shelf with Elongated Vent Holes
4 Wireless LAV rack kit - AZ	\$297.99	AZ Wireless Microphone System, Phenyx Pro Quad Channel Wireless Mic Set w/ 4 Bodypacks
8 port 4 cable ant kit - AZ	\$39.99	AZ Phenyx Pro BNC Antenna Kit, Four BNC Connecting Cables 50cm/1.6FT for Front-Mounting Antennas
4 Wireless Mics - AZ	\$329.00 \$529.99	AZ GTD Audio 4x800 Adjustable Channels UHF Diversity Wireless Cordless Handheld Microphone Mic System AZ Phenyx Pro Wireless Microphone System, Eight-Channel Wireless Mic, w/ 8 Handheld Dynamic Microphones
2X LD Sys PA 44 G2 - BH	\$2,870.99 (\$5,741.98) \$2,899.99 (\$5,799.98) \$2,219.99 (\$4,439.98)	AZ LD Systems PA System, Black (LDS-MAUI44G2) FC LD Systems MAUI44G2 BH LD Systems MAUI 44 G2
2X LD Sys PA 28 G2 - BH	\$1,499.99 (\$2,998.00) \$1,499.99 (\$2,998.00) \$1,124.99 (\$2,249.98)	AZ LD Systems PA System, Black (LDMAUI28G2) (Senior Center) FC LD Systems MAUI28G2 BH LD Systems MAUI 28 G2
3X Furman Merit Power - BH	\$164.96 (\$494.88) \$195.49 (\$586.47) \$239.95 (\$719.85)	BH Furman Merit Series M-8Dx 9-Outlet Power Conditioner AZ Furman M-8Dx Merit Series Power Conditioning, 15 Amp, 9 Outlets with FC Furman M-8DX15A Power Conditioner with 9 Outlets
Furman Merit M-8S Power Sequencer - BH	\$215.71 \$429.95 \$429.95	BH Furman Merit M-8S Power Sequencer AZ Furman M-8S15A Power Sequencer FC Furman M-8S15A Power Sequencer
2X Tripplite PDU - BH	\$107.73 (215.46) \$74.04 (\$148.08) \$185.24 (\$370.48)	AZ Tripp Lite 14 Outlet Network-Grade Rackmount PDU BH Tripp Lite 1U Rack Mount Power Strip FC Tripp Lite PDU1220Single-Phase Basic PDU with 13-Outlets
1U Intake Quiet - BH	\$129.00 \$96.75 \$189.00	AZ AC Infinity CLOUDPLATE T1-N, Rack Mount Fan Panel 1U, Intake BH AC Infinity CLOUDPLATE T1 Quiet Rack Cooling Fan System (1 RU, Intake) FC Middle Atlantic QTFP-13SP Quiet Fan Panel
1U Exhaust Quiet - BH	\$129.00 \$96.75 \$189.00	AZ AC Infinity CLOUDPLATE T1, Rack Mount Fan Panel 1U, Exhaust Airflow BH AC Infinity CLOUDPLATE T1 Quiet Rack Cooling Fan System (1 RU, Exhaust) FC Middle Atlantic QTFP-13SP Quiet Fan Panel
BMD ATEM Constellation 2ME HD - BH	\$1,695.00 \$1,505.16 \$1,695.00	AZ Blackmagic Design ATEM 2 M/E Constellation HD BH Blackmagic Design ATEM 2 M/E Constellation HD FC Blackmagic Design ATEM 2 M/E Constellation HD
3X Canon N500 PTZ Camera - BH	\$5,399.00 (16,197.00) \$5,399.00 (16,197.00) \$5,394.49 (16,180.47)	AZ Canon CR-N500 (BK)(JP/US) FC Canon CR-N500 BH Canon CR-N500
Skaarhoj PTZ Pro Controller - BH	\$2,263.51 \$2,263.51 \$2,263.51	AZ SKAARHOJ PTZ Pro V2 Camera Controller BH Skaarhoj PTZ Pro V2 Camera Controller FC SKAARHOJ PTZ Pro V2 Camera Controller
3X Kiloview 12G NDI Converter - BH	\$819.66 (2,458.98) \$819.66 (2,458.98) \$819.66 (2,458.98)	BH Kiloview 12G-SDI-NDI Bidirectional NDI Converter AZ Kiloview 12G-SDI-NDI Bidirectional NDI Converter FC Kiloview 12G-SDI-NDI Bidirectional NDI Converter
BMD Studio Converter - BH	\$1,935.00 \$2,035.00 \$1,807.08	AZ Blackmagic Design ATEM Studio Converter 2, 4 Bi-Directional Converters in 1RU Unit, 4 x Fiber to SDI 10 bit Converters FC Blackmagic Design ATEM Studio Converter 2, 4 Bi-Directional Converters in 1RU Unit, 4 x Fiber to SDI 10 bit Converters BH Blackmagic Design ATEM Studio Converter 2
3X BMD Camera Converter - BH	\$625.00 (1,875) \$625.00 (1,875) \$555.00 (1,665.00)	AZ Blackmagic Design ATEM Camera Converter, 28 miles Transmission Distance, 2 Tally LEDs FC Blackmagic Design ATEM Camera Converter, 28 miles Transmission Distance, 2 Tally LEDs BH Blackmagic Design ATEM Camera Converter, 28 miles Transmission Distance, 2 Tally LEDs

2X Canon XF605 - BH	\$4,699 (\$9,398.00) \$4,699 (\$9,398.00) \$4,539.9 (\$9,079.80)	AZ Canon XF605 4K UHD Pro Camcorder FC Canon XF605 4K UHD Pro Camcorder BH Canon XF605 4K UHD Pro Camcorder
2X Manfrotto LANC Controller - BH	\$285.5 (\$571.00) \$342.95 (\$685.90) \$342.95 (\$685.90)	BH Manfrotto MVR901ECLA Remote Control LANC (Black) AZ Manfrotto MVR901ECLA Remote Control LANC FC Manfrotto MVR901ECLARC Clamp LANC Remote Control
3X Camera Field Monitor - BH	\$339.99 (\$1,019.97) 194.99 (\$584.97) \$339.99 (\$1,019.97)	AZ FEELWORLD FW279S 7 Inch Ultra Bright 2200nit DSLR Camera Field Monitor Daylight Viewable High Brightness BH FeelWorld 7" 4K Ultra-Bright Monitor with Loop-Through HDMI FC FEELWORLD FW279S 7 Inch Ultra Bright 2200nit DSLR Camera Field Monitor Daylight Viewable High Brightness
BMD Smartview Duo 4K - BH	\$855.00 \$785.88 \$885.00	AZ Blackmagic Design Smartview Duo 2 Rackmountable Dual 8 inch LCD HDL-SMTVDUO2 BH Blackmagic Design SmartScope Duo 4K Rack-Mounted Dual 6G-SDI Monitors FC Blackmagic Design SmartScope Duo 4K 2
BMD HyperDeck Studio HD Plus - BH	\$695.00 \$695.00 \$617.16	AZ Blackmagic Design HyperDeck Studio HD Plus Recorder FC Blackmagic Design HyperDeck Studio HD Plus Recorder BH Blackmagic Design HyperDeck Studio HD Plus Recorder
BMD Mini Rack Shelf - BH	\$98.79 \$117.95 \$115.00	BH Blackmagic Design Teranex Mini Rack Shelf AZ Blackmagic Design Teranex Mini Rack Shelf 3 Teranex Mini Fit Rack Mount FC Blackmagic Design Teranex Mini Rack Shelf
BMD Web Presenter 4K - BH	\$599.40 \$660.00 \$675.00	BH Blackmagic Design Web Presenter 4K AZ Blackmagic Design Web Presenter 4K FC Blackmagic Design BDLKWEBPTR4KWeb Presenter 4K
8X BMD 12G Bidirection HDMI - BH	\$146.52 (\$1,172.16) \$165 (\$1,320) \$165 (\$1,320)	BH Blackmagic Design Micro Converter BiDirectional SDI/HDMI 12G AZ Blackmagic Design Micro Converter BiDirectional SDI/HDMI 12G FC Blackmagic Design Micro Converter BiDirect SDI/HDMI 12G
4X Viewsonic Folding Monitors - BH	\$288.48 (\$1,553.92) \$289.99 (\$1,159.96) \$288.48 (\$1,553.92)	AZ ViewSonic TD2230 22 Inch 1080p 10-Point Multi Touch Screen IPS Monitor BH ViewSonic TD2230 22 Inch 1080p 10-Point Multi Touch Screen IPS Monitor FC ViewSonic TD2230 22 Inch 1080p 10-Point Multi Touch Screen IPS Monitor
2X Intel NUC - AZ	\$889.00 (\$1,778.00) \$789.00 (\$1,578.00) \$789.00 (\$1,578.00)	AZ Intel NUC NUC11PAH7 Mini PC/HTPC,Windows 11 Mini Computer, Four-Core i7 1165G7 1TB / 32GB BG Intel NUC 11 Performance Mini Desktop Computer (Tall, US Power Cord) 500GB / 16GB FC Intel NUC 11 Performance Mini Desktop Computer (Tall, US Power Cord) 500GB / 16GB
Sonnet Thunderbolt Chassis - BH	\$699.99 \$660.45 \$699.99	AZ Sonnet Echo Express SEIIIe Thunderbolt 3 Edition (3-Slot PCIe Card Expansion Chassis) AZ Sonnet Echo Express SE IIIe Thunderbolt 3 Expansion Chassis for PCIe Cards FC Sonnet ECHO-EX-SE3E-T3Echo Express SE IIIe Thunderbolt 3 Edition
BMD DeckLink Duo 2 4chan - BH	\$490.00 \$439.56 \$495.00	AZ Blackmagic Design DeckLink Duo 2 4ch SDI Playback and Capture Card BH Blackmagic Design DeckLink Duo 2 FC Blackmagic Design Decklink Duo 2PCIe Capture and Playback Card
Streamdeck - BH	\$259.22 \$239.23 \$259.22	AZ Elgato Stream Deck XL - Advanced Stream Control with 32 Customizable LCD Keys BH Elgato Stream Deck XL FC Elgato Stream Deck XL - Advanced Stream Control with 32 Customizable LCD Keys
Hollyland Solidcom C1 - BH	\$1,479.00 \$1,313.13 \$1,479.00	AZ Hollyland Solidcom C1 Wireless Headset Intercom System 6-Person Full Duplex 1100ft BH Hollyland Solidcom C1-6S Full-Duplex Wireless DECT Intercom System with 6 Headsets FC Hollyland Solidcom C1 Wireless Headset Intercom System 6-Person Full Duplex 1100ft
2X Complex MTP Breakout Kit - BH	\$63.05 (\$126.10) \$102.85 (\$205.70) \$102.85 (\$205.70)	BH Complex MTP Elite APC Male to 12 LC UPC Duplex External Yellow Single Mode Fiber Breakout Cable AZ Ultra Spec Cables Singlemode MPO Male APC to 12 x LC-UPC Simplex Breakout Cable, 1 Meter FC Ultra Spec Cables Singlemode MPO Male APC to 12 x LC-UPC Simplex Breakout Cable, 1 Meter
FS MTP Cable - FS	\$1,333.37	Customized 1-24 Fibers OS2 Single Mode LC/SC/ST/FC/LSH/MTP/IP67
3X 500' Fiber Spool - BH	\$745 (\$2,235.00) \$484.23 (\$1,452.69) \$843.49 (\$2,530.47)	AZ TFS DuraTAC 2LC0500TFR Steel Armored Tactical Fiber Cable Reel, 500 feet, 2 Fiber, Single Mode, LC BH Tactical Fiber Systems DuraTAC Armored SM Tactical Fiber Cable & Reel with 2 LC Connectors (500') FC Complex CMX-TR04LC-05004-Channel Fiber Optic Tactical Reel with LC Connectors, 500 ft
3X 300' Shielded CAT6 - AZ	\$284.16 (\$852.48) 89.00 (267.00) \$593.78 (\$1,781.34)	BH Laird Digital Cinema 10GB Belden 10GX CAT6a Enhanced Shielded IP Ethernet Cable (328') AZ Cat 6E Cat 7 Outdoor Ethernet Cable 300 FT,Adoreen 10Gbps Heavy-Duty Shielded Internet Cable FC Whirlwind ENC6SR300300' Shielded Tactical CAT6 Cable with Dual RJ45 Connectors
Redco Custom Panel - Redco	\$200.00	Redco Custom Panel
3X Heavy-Duty Tall Tripod - BH	\$119.99 (\$359.97) \$139.99 (\$419.97) \$669.99 (\$2,009.97)	BH Neweer DS-801 Heavy-Duty Aluminum Tripod System with Fluid Head (70mm Bowl) AZ Professional Heavy Duty Video Camera Tripod with Fluid Head, QR Plate for DSLR Camcorder, Max Loading 17.6lbs FC Manfrotto MVK502AM-1MVH502A Head with MVT502AM Twin Leg Tripod and Bag
Audio Patch Cables - AZ	\$100.00	Pro Co BPBQXF-3 Excellines Balanced Patch Cable - 3 Feet
SDI Patch Cables - AZ	\$100.00	Superbat SDI Cable BNC Cable 3G/6G/12G
Ancor USB Hub - AZ	\$43.99	Ancor USB powered hub



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Anahi Fernandez, Management Analyst

SUBJECT: Coachella Wireless Telecommunications Facilities Inventory and Status Update
– Receive and File

Wireless telecommunication facilities are governed by the requirements of the Coachella Municipal Code Chapter 17.86, Wireless Telecommunication Facilities. New facilities require approval of a conditional use permit (CUP) by the Planning Commission and additions to existing facilities require a site plan review from the planning director. In the City of Coachella, wireless telecommunication facilities were first approved in the late 1990s, but the City did not have an established a monitoring program to ensure these facilities were in compliance with their CUP. This is the City of Coachella’s first wireless telecommunication facilities status report intended to update the Planning Commission of the visual survey results and identify options to ensure compliance.

A total of 11 wireless facilities were constructed and are currently operational (Attachment 1). Staff conducted a visual survey on February 16, 2023 of the facility locations and reviewed the condition of the facilities for compliance with conditions of approval. These facilities may be subject to revocation or modification by the Planning Commission if the operation of the facilities is inconsistent with the conditions of approval. A total of 7 were observed to be out of compliance with their CUP conditions of approval due to the following reasons:

- General maintenance issues
- Unmaintained landscaping
- Deterioration of wireless telecommunication facilities
- Inability to mitigate visual effects of wireless telecommunication facilities

A summary of the status of the 11 wireless facilities is provided in the table below as well as a detailed table in Attachment 2. This report will be prepared for the Planning Commission on an annual basis.

Staff is available to answer questions during the study session.

Attachments:

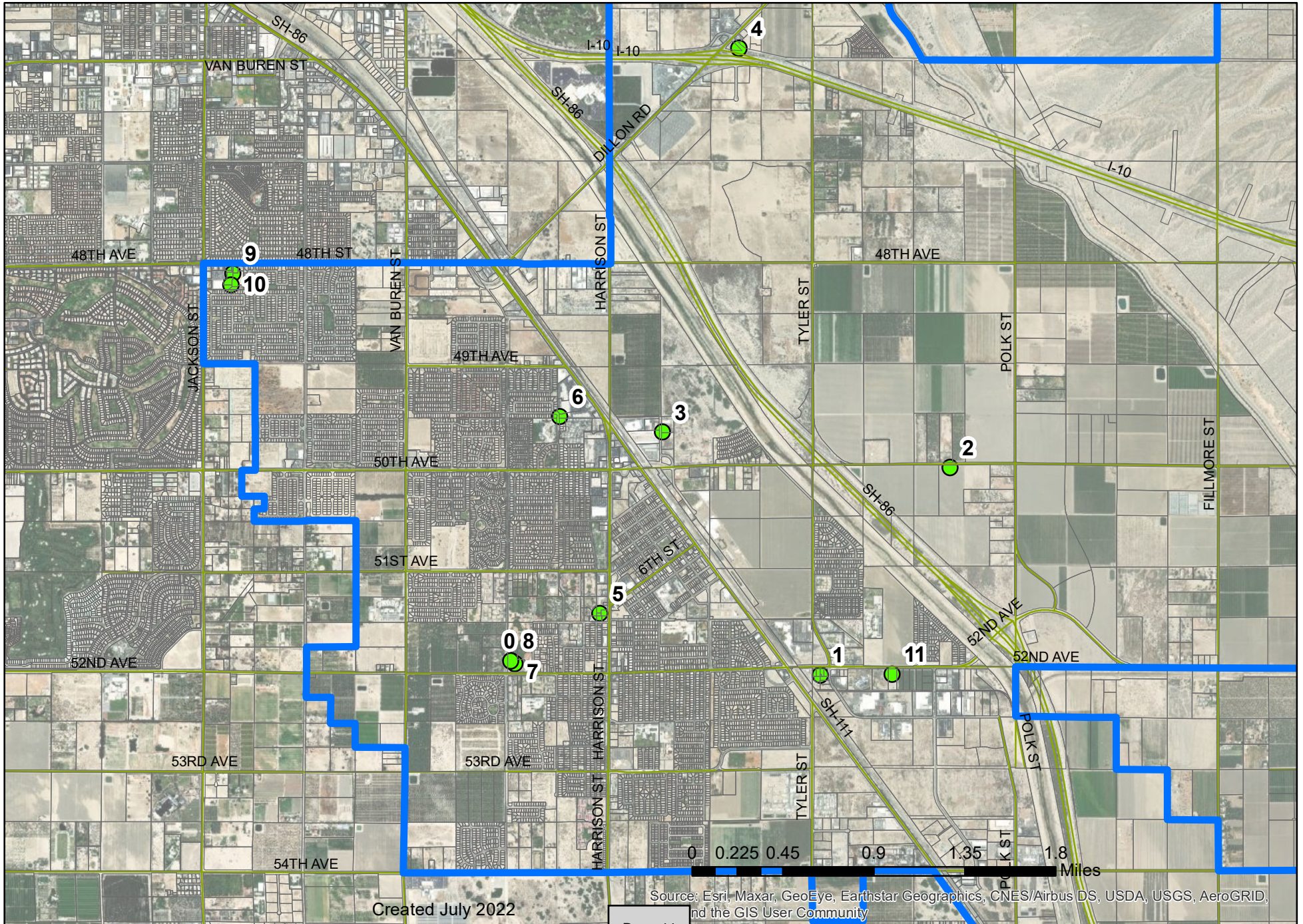
1. Map of Coachella Wireless Telecommunication Facilities

2. Detailed Status of Existing Wireless Telecommunication Facilities

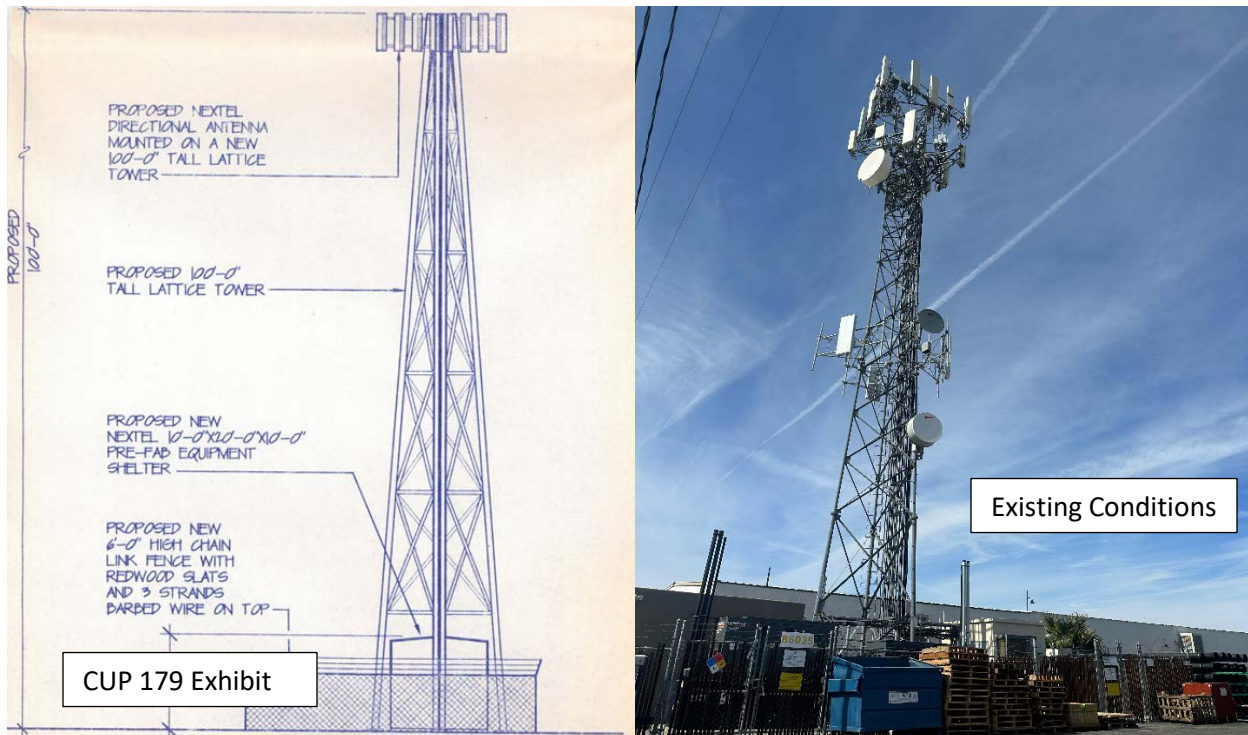
Approved Coachella Wireless Telecommunication Facilities							
No.	Case No.	Company	Address	Approval Date	Contact	Type	Facility Condition
1	CUP 179	Nextel Communications, Inc.	86-045 Avenue 52	October 13, 1999	Barbara Saito 17275 Derian Ave Irvine, CA 92614 949-862-2342	Tower	In Compliance
2	CUP 182	Sprint	86-275 Avenue 50	January 12, 2000	Julie Rizzo 3151 Airway Avenue Suite L-3 Costa Mesa, CA 92626 714-557-6052	Tower	In Compliance
3	CUP 184	AT&T	49-600 Oates Lane	September 09, 2000	David Leonard 3050 Chicago Ave, Suite 100 Riverside, CA 92507 909-782-9868	Tower	In Compliance
4	CUP 192	SpectraSite Communications	45-800 Dillon Road	July 17, 2002	Justin Garcia 2301 Dupont Drive, Suite 200 Irvine, CA 92612 949-255-2300	Tower	Not in Compliance
5	CUP 240	Royal Street Communications, LLC	51-335 Harrison Street	February 03, 2010	Veronica Arvizu 350 Commerce, Suite #200 Irvine, CA 92602 858-602-6380	Monopalm	Not in Compliance
6	CUP 243	T-Mobile	49-251 Harrison St	June 02, 2010	Harwood for T-Mobile West Corp 3257 E. Guasti Rd Suite 200 Ontario, CA 847-571-2738	Monopalm	Not in Compliance

No.	Case No.	Company	Address	Approval Date	Contact	Type	Facility Condition
7	CUP 292	Verizon Wireless	51-711 Douma Street	January 31, 2018	Bryce Novak 7711 Normal Avenue La Mesa, CA 91941 619-672-2066	Monopalm	Not in Compliance
8	CUP 301	AT&T	51-711 Douma Street	September 19, 2018	Melissa Francisco 19519 Jacob Ave. Cerritos, CA 91941 562-972-5161	Monoecal yptus	Not in Compliance
9	CUP 302	AT&T	Jackson Square	September 19, 2018	Melissa Francisco 19519 Jacob Ave. Cerritos, CA 91941 562-972-5161	Monopalm	Not in Compliance
10	CUP 317	Verizon Wireless	Jackson Square	February 05, 2020	Garrett Hawthorne - Verizon 949-286-700 Ext. 024	Monopalm	Not in Compliance
11	CUP 309	Verizon Wireless	86-351 Avenue 52	January 30, 2019	Allen Alejandro 27-130 Paseo Espada, Suite A1426 San Juan Capistrano, CA 92675 714-768-9413	Tower	In Compliance

Map of Coachella Wireless Telecommunications Facilities 2023



Site 1



Planning Case no: CUP 179

Approval date: October 13, 1999

Location: 86-045 Avenue 52

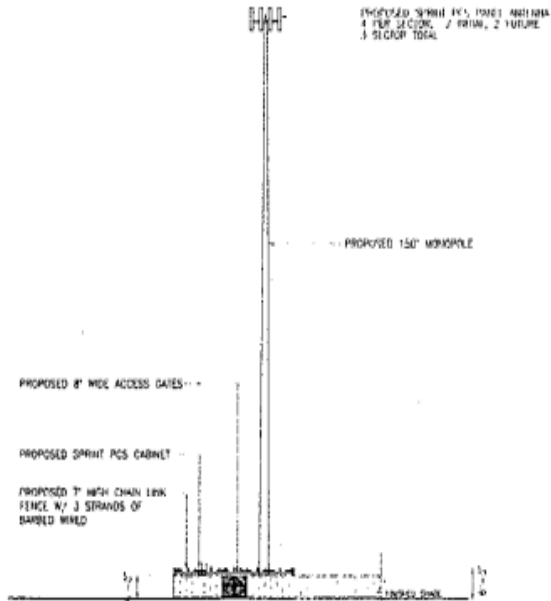
Type: Tower

Facility Height: 100'

Status: Consistent with Conditions of Approval for CUP. Building permits were approved to install new microwave dishes to existing tower. Needs general maintenance. **In Compliance**

Last Known Provider: Nextel Communications

Site 2



CUP 182 Exhibit



Planning Case no: CUP 182

Approval date: January 12, 2000

Location: 86-275 Avenue 50

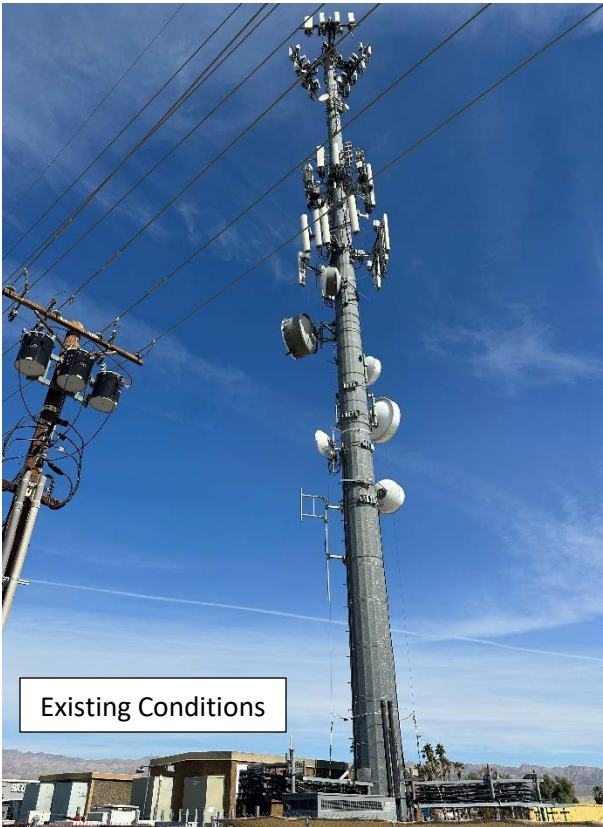
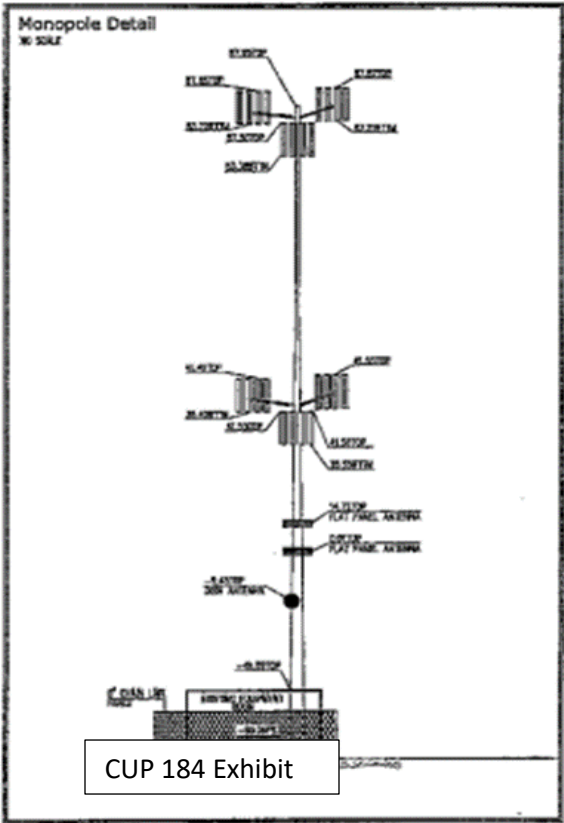
Type: Tower

Facility Height: 150'

Status: Construction is in conformance with the plans submitted and conditions imposed. The site is designed to co-locate multiple additional communication carriers on the tower in the future. **In Compliance**

Last Known Provider: Sprint

Site 3



Planning Case no: CUP 184

Approval date: September 06, 2000

Location: 49-600 Oates Lane

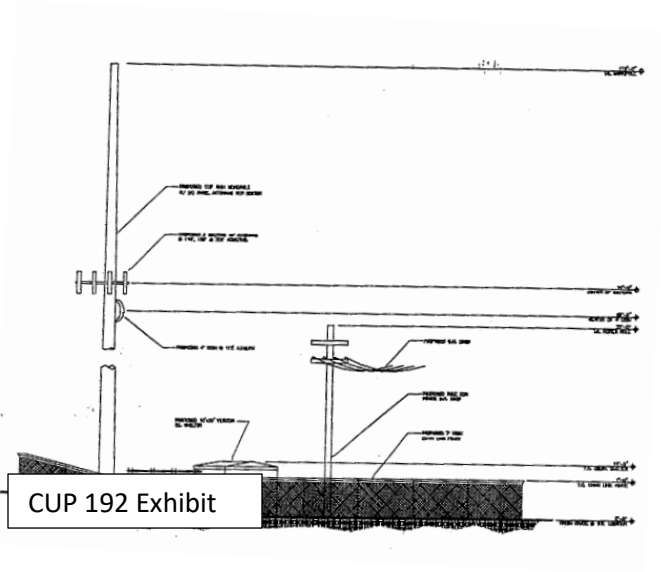
Type: Tower

Facility Height: 150'

Status: An amendment to CUP 184 was approved on November 02, 2005 to include additional equipment (6 antennas) to the wireless telecommunication facility and a washed-stone exterior shelter. Additional equipment modifications have been approved and made to the telecommunication facility. Opaque fencing was added to obscure outdoor storage area. General maintenance required. **In Compliance**

Last Known Provider: AT&T Wireless Services

Site 4



Existing Conditions

Planning Case no: CUP 192

Approval date: July 17, 2002

Location: 45-800 Dillon Road

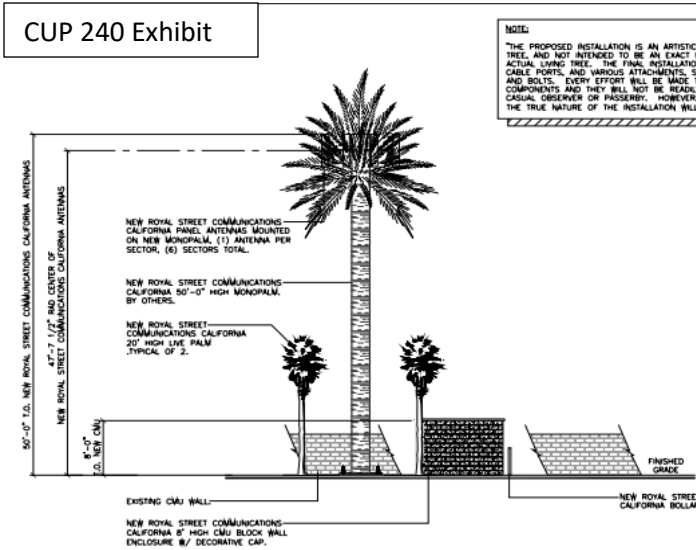
Type: Tower

Facility Height: 110'

Status: A permit request for the replacement of 12 antennas was conditionally granted on January 20, 2016. Condition 12 requires the installment of appropriate view obscuring landscaping in conjunction with the chain link fence to establish a "living fence." No visible living fence. Landscaping and general maintenance needed. **Not in Compliance**

Last Known Provider: SpectraSite Communications

Site 5



Planning Case no: CUP 240

Approval date: February 03, 2010

Location: 51-335 Harrison Street (Plaza Tonalá)

Type: Monopalm

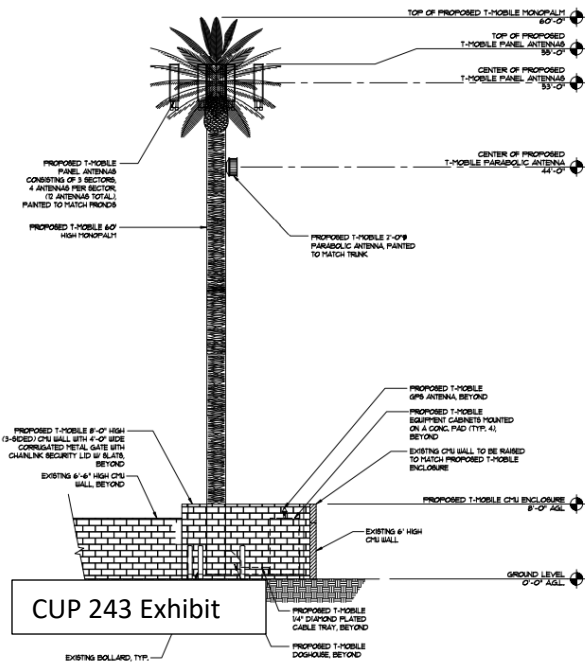
Facility Height: 50'

Status: Two Washingtonia Robusta palm trees were required to be planted adjacent to the monopole wireless tower. Live palm trees were observed. Synthetic palm materials have not been maintained. Needs general maintenance.

Not in Compliance

Last Known Provider: Royal Street Communications

Site 6



Planning Case no: CUP 243

Approval date: June 02, 2010

Location: 49-251 Harrison Street

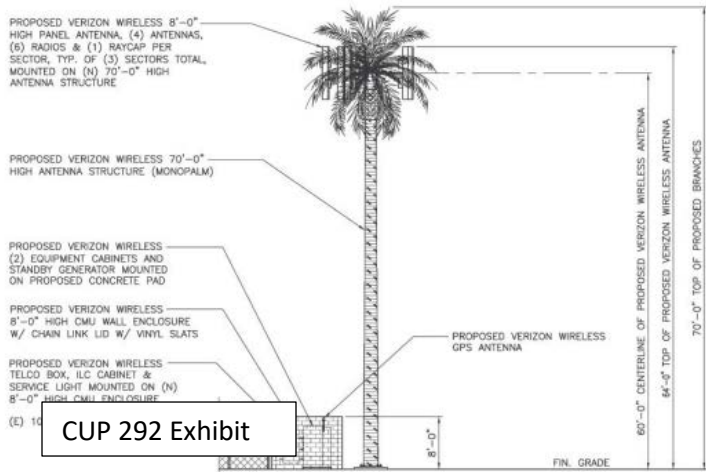
Type: Monopalm

Facility Height: 60'

Status: Two Washingtonia Robusta palm trees with minimum height of 15' were required to be planted adjacent to the monopalm wireless tower. No palm trees were observed. Live palm trees need to be replaced. **Not in Compliance**

Last Known Provider: T-Mobile

Site 7



Planning Case no: CUP 292

Approval date: January 31, 2018

Location: 51-711 Douma Street

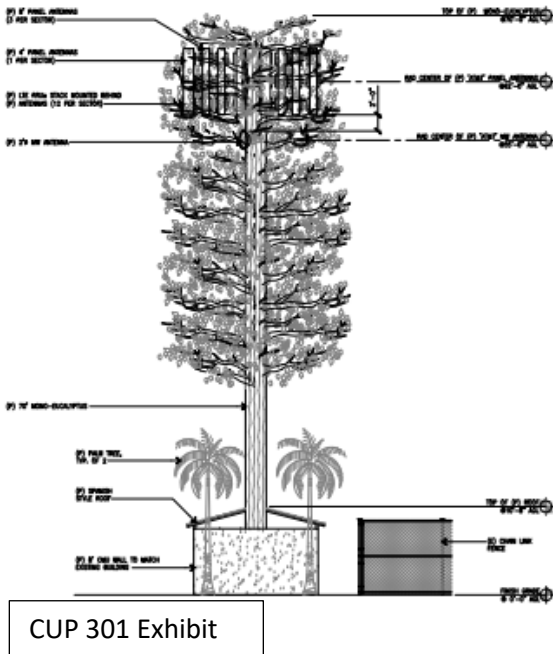
Type: Monopalm

Facility Height: 70'

Status: Two date palm trees of a minimum 20' to 30' were required to be planted near monopalm wireless tower. No date palm trees were observed. Contact information for owner is posted at site location. Site is well maintained. **Not in Compliance**

Last Known Provider: Verizon Wireless

Site 8



Planning Case no: CUP 301

Approval date: September 19, 2018

Location: 51-711 Douma Street

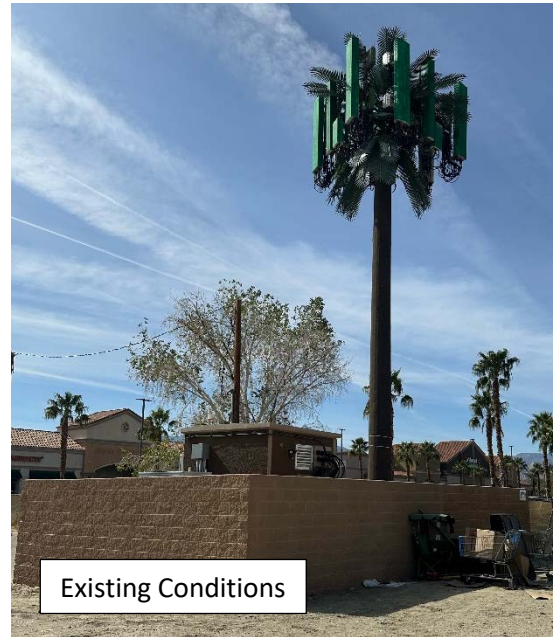
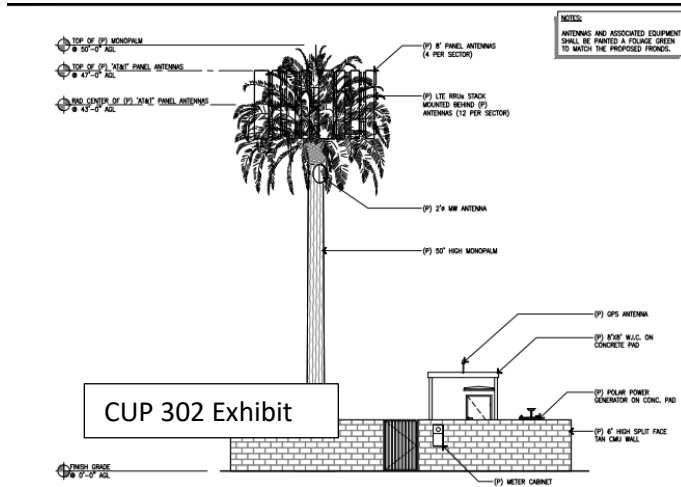
Type: Monoecalyptus

Facility Height: 70'

Status: Two date palm trees were required to be installed at a height of 20' to 30' to mitigate adverse visual effects of the mono-eucalyptus wireless tower. Two live palm trees are present at the site. Site has an existing irrigation leak and broken synthetic tree fronds. Needs maintenance. **Not in Compliance**

Last Known Provider: AT&T

Site 9



Planning Case no: CUP 302

Approval date: September 19, 2018

Location: Jackson Square (Located on the southeast corner of 48 and Jackson Street)

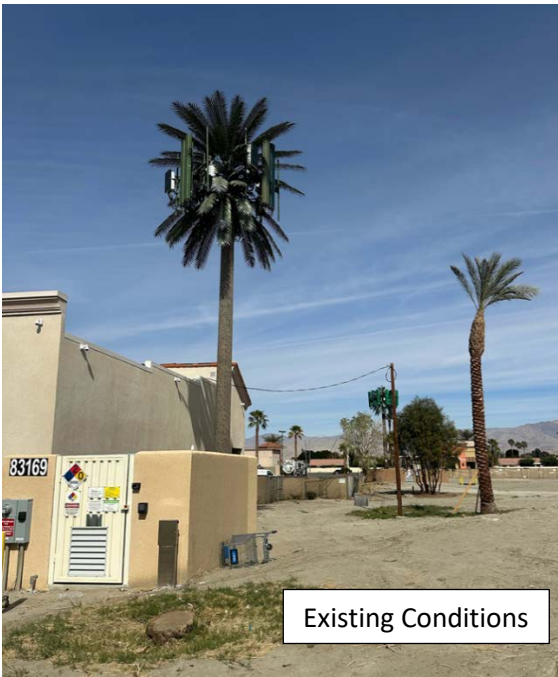
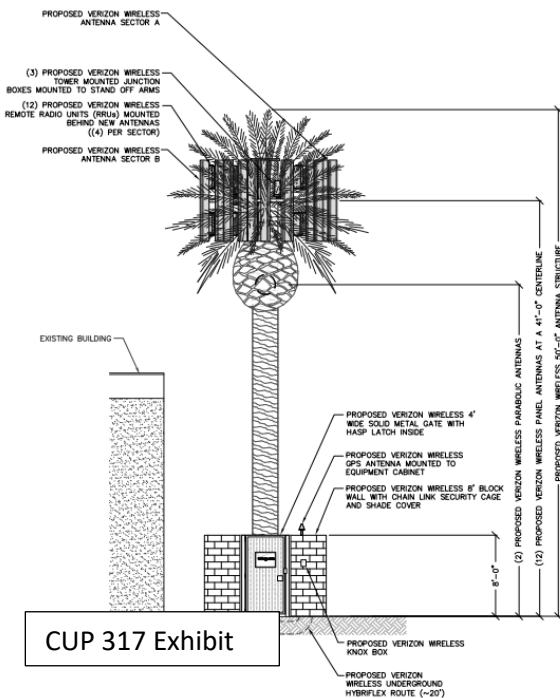
Type: Monopalm

Facility Height: 50'

Status: Condition 2 requires two date palm trees of a minimum of 20' to 30' in height to be planted adjacent to monopalm tower. No date palm trees were observed. Construction is not in conformance with the plans submitted and conditions imposed, specifically not complying with sizing of synthetic palm fronds and colors. Has not been finalized and needs general maintenance. **Not in Compliance**

Last Known Provider: AT&T

Site 10



Existing Conditions

Planning Case no: CUP 317

Approval date: March 18, 2020

Location: Jackson Square (located on the southeast corner of Avenue 48 and Jackson Street)

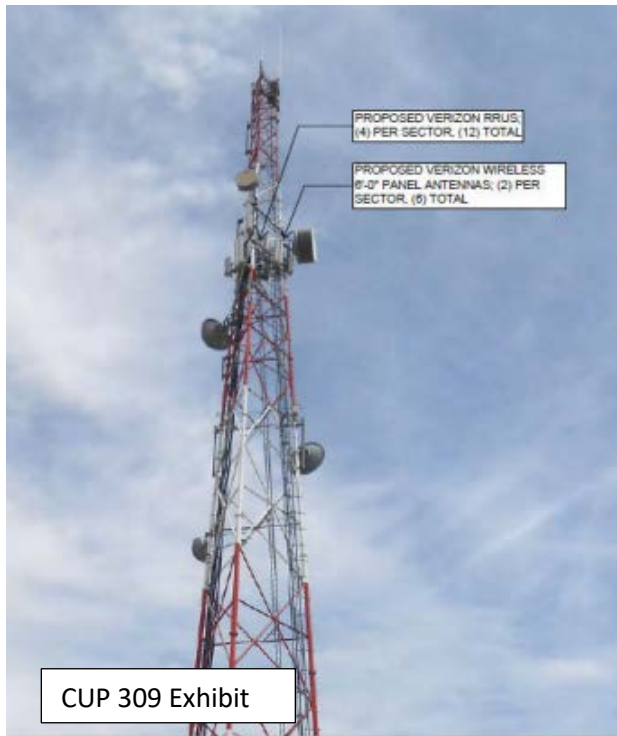
Type: Monopalm

Facility Height: 50'

Status: Two date palm trees were required to be installed at a minimum height of 20' to 30' adjacent to monopalm tower. One date palm tree was observed. Second palm tree needs to be replaced. Contact information for the owner or operator is posted outside of the wireless facility. **Not in Compliance**

Last Known Provider: Verizon Wireless

Site 11



Planning Case no: CUP 309

Approval date: January 30, 2019

Location: 86-351 Avenue 52

Type: Tower

Facility Height: 200'

Status: Property was once owned by IID, and was purchased by the City in 2009. In 2019, a Conditional Use Permit for the collocation of six antennas and other ancillary communication equipment to the existing communication lattice tower were approved. Facility is well maintained. **In Compliance**

Last Known Provider: Verizon Wireless



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Professional Service Agreement with Alta Planning + Design, Inc. to provide Environmental Services related to California Environmental Quality Act (CEQA) for the Connect Coachella Project, City Project ST-138.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Professional Service Agreement with Alta Planning + Design (Alta), Inc. to provide Environmental Services related to California Environmental Quality Act (CEQA) for the Connect Coachella Project, City Project ST-138, in an amount not to exceed \$240,225.00.

BACKGROUND:

On June 21, 2022 the City entered into a reimbursement agreement with the Coachella Valley Mountains Conservancy (CVMC), Agreement #38500000P680017. The agreement deliverables include a preliminary engineering report (PER) and state-approved CEQA clearances with 50% design drawings and project summary report for the Connecting Coachella Project (Grapefruit Boulevard Urban Greening Phase II), project No. ST-138. This will provide a complete project approval and environmental document (PA&ED) phase package. The City is actively seeking funding to complete the construction phase, a complete PA&ED package will strengthen future grant applications.

DISCUSSION/ANALYSIS:

In February 2023, the City posted a request for proposals from qualified professional environmental consulting firms. On February 28, 2023, proposals were received from five consulting firms. Staff reviewed the proposals and evaluated based on experience, schedule and familiarity with the area and project. As a result, Alta Planning + Design, Inc. was selected as the top firm for this project. Alta was recently on contract with the City for the project to provide grant application support.

Alta was selected based on an evaluation of all proposals and received the highest score due to their existing knowledge of the project, existing topography and design head start and their proposed schedule will meet the grant deadline. Alta has assembled a high quality team, including partnerships with Terra Nova Planning (currently contracted with the City for on-call

environmental services) and Coast Surveying that will provide an advantage to the project, in both schedule and price, by having advance knowledge and design work on the grant application. They were also the only proposal to include necessary design elements that will provide a more complete environmental and design package.

FISCAL IMPACT:

No fiscal impact to the FY 22/23 CIP Budget. Funding for the Environmental phase is through Coachella Valley Mountains Conservancy Prop 68 Grant, in an amount not to exceed \$240,225.00.

ATTACHMENTS:

1. Proposal Rating Summary Table
2. Professional Service Agreement – Alta Planning and Design, Inc.



RFP Consultant Submission List for Environmental Services for Connecting Coachella Project No. ST-138			
Company Name	Address	Office Number	Total Score
Kimley Horn	45-025 Manitou Drive, Suite 11 Indian Wells, CA 92210	760-565-5103	89.3
Altum Group	44-600 Village Court, Suite 100 Palm Desert, CA 92260	760-346-4750	89
Alta Planning & Design Inc	617 W 7th Street, Suite 1103 Los Angeles, CA90014	310-756-4055	96
Michael Baker International	75-410 Gerald Ford, Suite 100 Palm Desert, CA 92211	760-341-6103	89
Ultra Systems Environmental	16431 Scientific Way Irvine CA 92618	949-788-4900	82.7

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of March, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53390 Enterprise Way, Coachella, California 92236 (“City”) and **ALTA Planning + Design, Inc.**, an active transportation company with its principal place of business at **617 W. 7th Street, Suite 1103, Los Angeles, CA 90017** (“Consultant”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

The City desires to engage Consultant to render such services to assist with the preparation of Environmental Services for CEQA for the Connect Coachella Project ST-138 (“Project”) located at 53990 Enterprise Way, Coachella, CA 92236, as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. 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 perform the professional 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 Term. The term of this Agreement shall be from March 8, 2023 to June 30, 2024 unless earlier terminated as provided herein. Consultant shall complete the Services

within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Vincent Hellens, LA Office Manager/Senior Associate Engineer.**

3.2.5 City’s Representative. The City hereby designates **Dr. Gabriel D. Martin, City Manager** or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). The City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates **Vincent Hellens, LA Office Manager/Senior Associate Engineer of ALTA Planning + Design, Inc.**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City’s staff, consultants and other staff at all reasonable times.

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

3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-consultants. Consultant shall also require all of its sub-consultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, codes 8 & 9 (non-owned and hired autos); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Commercial General Liability and Automobile Liability limits may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess insurance shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy, which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt

requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$240,225.00 (Two Hundred Forty Thousand Two Hundred Twenty Five Dollars)**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly-itemized statement, which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work, which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Labor Code Requirements.

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

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all sub-

consultants 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 sub-consultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

ALTA Planning + Design, Inc.
617 W. 7th Street
Los Angeles, CA 90017

Attn: Vincent Hellens, LA Office Manager/Senior Associate Engineer

City:

City of Coachella
53390 Enterprise Way
Coachella, CA 92236
Attn: Dr. Gabriel D. Martin, City Manager

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement. Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law ("Force Majeure Event"), provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent. City will equitably adjust Consultant's schedule and compensation under this Agreement to the extent reasonably appropriate to the Force Majeure Event.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of

City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

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

CITY OF COACHELLA

ALTA PLANNING + DESIGN, INC.

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Steven Frieson
Vice President as duly authorized

Approved as to Form:

By: _____
Carlos Campos
City Attorney

Attest:

By: _____
Angela Zepeda
Deputy City Clerk

EXHIBIT "A"
SCOPE OF SERVICES



CITY PROJECT NO. ST-138

Connect Coachella Preparation of Environmental Services for CEQA

City of Coachella

FEBRUARY 28, 2023

NO.1 TECHNICAL PROPOSAL
PREPARED BY ALTA PLANNING + DESIGN, INC.

IN ASSOCIATION WITH
TERRA NOVA PLANNING & RESEARCH, INC.
COAST SURVEYING, INC.

Page intentionally left blank for printing purposes.



1. Letter of Transmittal

Andrew Simmons, P.E., City Engineer

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
asimmons@coachella.org

FEBRUARY 28, 2023

RE: Request for Proposals for Professional Environmental Consulting Services for the Connect Coachella City Project ST-139

Dear Mr. Simmons and Members of the Selection Committee:

We at Alta Planning + Design, Inc. (Alta) understand the importance of this project and bring the combination of engineering, landscape architecture, and outreach skills necessary to successfully deliver the Connect Coachella Environmental Documentation (CEQA) Phase to the City of Coachella (City). Our grant writers and project manager worked closely with the City last year to craft an Active Transportation Program (ATP) Cycle 6 application scope and concept plans that met the needs of the community, and we have leveraged this expertise in our review of City Project ST-138 Preparation of Environmental Services for CEQA. The Alta Team is ready to help seamlessly transition into the implementation phase, work to keep the project in compliance with the Proposition 68 grant funding source, and make sure the project is set up for a successful ATP Cycle 7 program.

Our project team will be led by Alta's Project Manager Vincent Hellens, ENV SP, QSD, who brings over 17 years of experience planning, designing, and constructing transportation facilities throughout Southern California including Class I bike facilities, cycle tracks, bike boulevards, and Complete Streets. Vincent is wrapping up a Project Approval and Environmental Documentation (PA&ED) for the Atwood Multi Use Trail project for the City of Placentia which will benefit this project. I will serve as the Principal-in-Charge, bringing 26+ years of experience designing signature trails and will provide overall leadership and quality control. As you read through our proposal, you will find that the Alta Team is the most prepared firm with the most knowledgeable staff to deliver Environmental Services for the Connect Coachella project.

Alta brings over 25 years of experience leading more than 500 trail projects across the country and developing many of the standards and best practices for bicycle, pedestrian and trail facilities. We will provide the City with a proven approach to getting this project planned, approved, funded, and ultimately built. The Alta Team offers a number of significant qualifications for this project:

We offer local knowledge and an experienced and cohesive team. Alta is joined by subconsultants who will supplement our broad knowledge of bikeway facilities and trails. We can attest to the capabilities of our subconsultants, Terra Nova Planning & Research, Inc. (Terra Nova), who will lead the CEQA environmental documentation and Coast Surveying, Inc. (Coast) for boundary and topographic surveys. Over the past 10 years, Alta has supported Coachella Valley Association of Governments (CVAG) in delivering Class II bike paths and on-street active transportation corridors in conjunction with the CV Link Program, from planning and environmental services to design and construction management.

Our team gets things built and we create implementation-ready plans. Alta knows how to navigate the various permitting, design, and community challenges that naturally occur during this type of project, and will address them through the remainder of the CEQA process. We pride ourselves on the quantity and quality of pathway and trail projects that we have successfully implemented. We understand what is financially feasible and constructible with an eye for ongoing maintenance costs. We know how to get projects funded and built and are adept at delivering work that seamlessly translates into winning grant applications. Alta has assisted jurisdictions across the country in winning nearly \$900 million in grant funding.

We understand the standards and requirements for Class I and II projects. We will help the City navigate the specific design challenges and find appropriate solutions. The Alta Team provides a deep bench of expertise in civil transportation design, traffic engineering, landscaping, and other technical fields needed to complete this project. Alta co-authored and led the development of key bicycle and pedestrian best practices including the NACTO Urban Bikeway Design Guide and Don't Give Up at the Intersection Guide, as well as the FHWA Small Town and Rural Multimodal Networks Guide, and we are leading designs for protected intersections and trails across the country.

IDENTIFICATION OF OFFEROR

Alta Planning + Design, Inc.
617 W 7th Street, Suite 1103, Los Angeles, CA 90017
FAX: N/A

POINT OF CONTACT

Vincent Hellens, Principal I (310) 756-4055 | vincenthellens@altago.com
Address same as above

INDIVIDUAL WITH CONTRACTUAL RESPONSIBILITY

Emily Duchon, Vice President I (734) 678-7096 | emilyduchon@altago.com
Address same as above

IDENTIFICATION OF SUBCONTRACTORS

Terra Nova Planning & Research, Inc.
Nicole Sauviat Criste, Principal I (760) 341-4800 | ncriste@terranovalplanning.com
42635 Melanie Place, Ste 101, Palm Desert, CA 92211
FAX#: (760) 341-4455

Coast Surveying, Inc. (Certified SBE/DBE/MBE)
Ruel del Castillo, Principal I (714) 918-6266 | ruel.delcastillo@coastsurvey.com
15031 Parkway Loop, Suite B, Tustin, CA 92780-6527
FAX#: (714) 918-6277

SUBCONSULTANT MEMORANDUM: Please see Appendix.

There was no RFP addenda; we acknowledge receipt of answers to our questions from the City via email on February 21, 2023.

This proposal shall remain valid for a period of 180 calendar days from the date of submittal.

We see the big picture and, unlike other consultants, the Alta Team will enter into this project with a clear understanding of the City's needs to efficiently design and obtain environmental clearances within the Prop 68 Grant Program deadline. We trust you will find our team and its combination of experience, project understanding, and approach to be precisely what is required to meet the City's needs in successfully delivering this project. We look forward to working with you to make it happen, and we are available to commence with the project per the schedule.

Please contact Project Manager Vincent Hellens at vincenthellens@altago.com or (310) 756-4055 to discuss our qualifications in more detail. The Alta Team looks forward to the opportunity to work with the City of Coachella on this exciting and critical project. We attest that all information submitted with this proposal is true and correct.

Sincerely,



Adrian Esteban, PE, LEED AP BD&C, AP ND
Principal-in-Charge
Alta Planning + Design, Inc.



Emily Duchon, LEED AP
Vice President, as duly authorized
Alta Planning + Design, Inc.

02

Technical Proposal

- a. Qualifications, Related Experience, and References of Offeror
- b. Proposed Staffing and Project Organization
- c. Work Plan

a. Qualifications, Related Experience, and References of Offeror

Alta Firm Profile



Alta is an active transportation consulting firm dedicated to creating active, healthy communities through planning, landscape architecture, engineering, and education/encouragement programs.

Our work brings about positive change by creating places that are geared towards moving people rather than cars, connecting community members to daily needs, and empowering every person to live an active, healthy life.

Alta was founded in 1996, when cities and communities were calling for safer streets for people walking and bicycling. We pioneered the field of active transportation, and evolved into a visionary practice. As a global leader in mobility innovation, we are dedicated to working across disciplines to address social justice, safety, and environmental resilience.

ON-STREET BIKEWAY DESIGN AND ENGINEERING

Alta is a leader in on-street bicycle facility design and other right-of-way infrastructure as part of the Public Rights-of-Way Accessibility Guidelines (PROWAG). Our designers and engineers bring experience designing and implementing a variety of innovative on-street bicycling facilities to improve user comfort and safety, including Class IV separated bikeways, Class IIB buffered bicycle lanes, contraflow bike lanes, and protected intersections. Alta staff have designed over 60 miles of Class IV separated bikeways with 20 miles going through full construction documentation.

STREETSCAPE CIVIL ENGINEERING AND DESIGN

Alta has provided civil engineering design services to agencies to provide plans, specifications and cost estimates for pavement rehabilitation, Complete Streets, and streetscape improvement projects. Our project experience has demonstrated that we consider the needs of all users in our technical project development process. Street improvement projects trigger the need to upgrade facilities, such as curb ramps and sidewalks, to meet current ADA requirements. Alta identifies such needs early in the design

development process to develop truly inclusive complete streets and minimize unnecessary project costs.

TRAILS AND GREENWAYS

Alta designs safe and accessible trail experiences for a range of environments, including suburban, urban, rural, as well as for sensitive natural resource areas, parks, rail and utility corridors, and street right-of-ways. Alta's portfolio includes high-profile, large-scale facilities in Southern California, including LA River Path in Downtown Los Angeles (LA Metro), CV Link project (Coachella Valley), Park to Playa (Mountains Recreation and Conservation Authority), Gage Canal Multi-Purpose Trail (Riverside), Atwood Multi-use Trail (Placentia), and Mojave Riverwalk Trail (Victorville). Alta can help the City address technical and community concerns associated with trails, such as:

- Reduction of conflicts at complicated intersections
- Mitigated impacts in sensitive environmental and constrained areas
- Maintenance and management

ALTA AT A GLANCE

YEAR FOUNDED: 1996

FORM OF ORGANIZATION: Corporation, State of CA

OFFICES AND STAFFING CAPABILITY: Alta has over 180 employees in offices across the U.S. and Canada. We offer the depth locally and support nationally to deliver this project.

Huntsville, AL: 3	Phoenix, AZ: 2
Los Angeles, CA: 27	Denver, CO: 5
Oakland, CA: 23	Miami, FL: 3
San Diego, CA: 1	Baltimore, MD: 5
Boca Raton, FL: 1	Durham, NC: 14
Atlanta, GA: 10	Ottawa, Ontario: 5
Minneapolis, MN: 8	Portland, OR: 59
Charlotte, NC: 5	Seattle, WA: 5
Toronto, Ontario: 1	
Salt Lake City, UT: 5	

RELEVANT PRACTICE AREAS:

- Bicycle and pedestrian integration with transit
- Transportation and traffic engineering
- Complete Streets
- Landscape architecture and urban design
- Right-of-way coordination
- Bicycle and pedestrian facility design

Subconsultant Firm Profile



Role: Environmental compliance in accordance with the California Environmental Quality Act (CEQA)

Terra Nova is a full service land use and environmental planning firm with a highly professional team of experienced urban and environmental planners and technical staff. Founded in Palm Springs in 1984, Terra Nova enjoys a strong reputation for providing clients with professional services of high quality, creativity and innovation, and scientific objectivity.

The key to Terra Nova’s effectiveness lies in its size. The firm is large enough to provide innovative planning, design, and analysis, yet small enough to provide focused personal attention by the firm’s principals and senior staff.

Since the firm’s inception, Terra Nova has worked on a wide variety of projects in infrastructure projects, including CEQA, NEPA and permitting for Coachella Valley Water District’s (CVWD) 17-mile long Mid Valley Stormwater Channel Project, CVWD Coachella Valley Stormwater Channel Improvement Project-Thermal Reach, several Coachella Valley bridges (South Palm Canyon, Ramon Road, Vista Chino, Cathedral Canyon, Eldorado Drive), the College Park Specific Plan and EIR, the Museum Market Plaza Specific Plan/Downtown Palm Springs and EIR, and a variety of current planning projects. The firm also prepared the College of the Desert West Valley Campus Master Plan and EIR, the CV Link CEQA EIR/NEPA EA/Permitting and other projects. Terra Nova also provided planning and environmental services to the Agua Caliente Tribe, and the Palm Springs Winter Park Authority.

COAST SURVEYING, INC.

(SBE/DBE/MBE)

Role: Topographic and boundary surveying

Coast Surveying, Inc., (Coast Surveying) was founded in 1981 and became a corporation in January of 1983. Coast Surveying specializes in surveying, mapping, aerial photogrammetry, Right-of-Way mapping and construction services. Approximately 98% of their work is performed for public agencies, including: OCTA; Caltrans; METRO; NAVFAC; RCTC; SCRRRA; SCAG; TCA; MWD; U.S. Army Corp of Engineers; U.S. Navy; numerous cities; water districts and the Counties of Orange and Los Angeles.

Coast Surveying has built a solid reputation by consistently performing quality services, responding immediately to client requests and delivering projects on schedule and

within budget. The satisfaction of their clients is evidenced by the fact that 85% of their work is from previous clients. From our single office in Tustin, CA, Coast Surveying employs 25 people, 6 of whom are Professional Licensed Surveyors. Coast Surveying, Inc. is a Certified SBE/DBE/MBE firm.

Alta Financial Strength and Stability

Alta Planning & Design, Inc. (Alta) has an established history of consistently successful and stable annual financial performance. Alta is owned by Trilon Group (Trilon), a family of North American infrastructure consulting firms. Alta is a single legal entity C-Corporation in the state of California managed by a 12-member board of directors, which includes 10 Principals from Alta and 2 representatives from the Trilon Group.

Alta experienced 9% growth in revenue from 2016-2017, 5% growth in revenue from 2017-2018, and 4% growth in revenue from 2018-2019. Headcount increased by approximately 10% per year. Through the COVID-19 pandemic, Alta experienced a slight decrease in revenue, and reduced staff hours in an effort to limit the need to lay off staff, which was successful in staying on course towards our strategic objectives. Our revenues increased by approximately 5% from 2020-2021, and we are currently in a period of headcount growth. A copy of our most recent, externally reviewed financial statement is available upon request.

Experience Performing Work of a Similar Nature

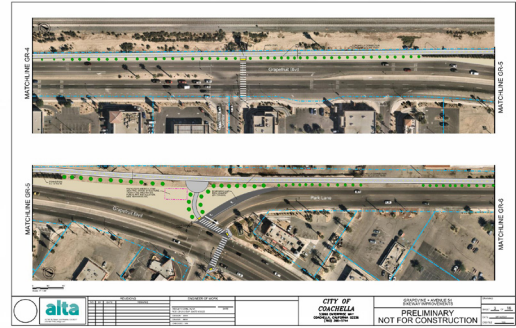
The Alta Team has extensive combined experienced at addressing technical and community issues associated with multi-modal transportation facilities, such as seeing that applicable standards are met, the intended users are well-served, right-of-way-conflicts and utility impacts are avoided, and end-user and stakeholder feedback is incorporated throughout the planning and design process. Alta understands the necessary elements that contribute to successful multi-modal networks, including the nuances of physical improvements (such as the reduction of conflicts at complicated intersections and mitigation of impacts in sensitive environmental and constrained areas), the aesthetic qualities, and site security. Our clients have included the City of Coachella, Coachella Valley Association of Governments (CVAG), and Coachella Valley Water District (CVWD).

Please see the following pages for a more in-depth look at our related experience and past projects.

Connecting Coachella ATP Grant Support

COACHELLA, CA | 2022

Alta assisted the City of Coachella in applying for Caltrans Active Transportation Program (Cycle 6) funding. Alta provided overall project management and coordination to complete the ATP application for the Connecting Coachella project. Connecting Coachella is a comprehensive infrastructure and non-infrastructure project that is the result of extensive outreach, engagement, data collection, and feasibility analysis conducted as a part of the 2020 Coachella Active Transportation (AT) Plan. Alta prepared a significant amount of supporting materials for the grant application with an expedited one month timeframe in order to meet the grant deadline. We provided application narratives, preliminary engineering concept plans, typical sections, photo renderings, engineer's estimate, and a variety of GIS maps.



CLIENT

City of Coachella

CLIENT

Celina Jimenez
Grants Manager
(760) 262-6263
cjimenez@coachella.org

STAFF INVOLVED

Vincent Hellens, Ashley Haire, Talia Agazaryan,
James Powell

RELEVANCE

- ✓ Grant support
- ✓ Bikeway design
- ✓ Preliminary engineer's construction estimate

Atwood Multi-Purpose Trail

PLACENTIA, CA | 2021-ONGOING

The proposed Atwood Multi-Purpose Trail is 0.6 miles along the Atwood Channel in the City of Placentia. The purpose of this Project Approval & Environmental Document (PA/ED) phase is to identify a preferred trail alignment; explore the feasibility of trail crossings at roads and railroads; identify opportunities for access points that connect the trail to neighborhoods, parks, schools, and transit; and environmentally clear the project. Alta is providing overall project management, leading the development of concept plans, preliminary cost estimates, feasibility study, community outreach, hydrology report, and coordinating extensively with OC Flood Control District and Caltrans Local Assistance. As a subconsultant, Coast Surveying is providing topographic and right-of-way mapping services.



CLIENT

City of Placentia Public
Works Department

CONTACT

Kyra Tao PE
PTP Transportation
Manager
(714) 993-8121
ktao@placentia.org

STAFF INVOLVED

Alta: Vincent Hellens, Markos Legesse, Talia Agazaryan;
Coast Surveying, Inc.

RELEVANCE

- ✓ Project approval & environmental documentation
- ✓ Caltrans local assistance coordination
- ✓ Class I bike path feasibility and design

Sherman Way Streetscape Improvements

LOS ANGELES, CA | 2018–2021

Alta worked with the Los Angeles Department of Transportation (LADOT) to design streetscape improvements along the Sherman Way corridor in the San Fernando Valley. This project improved the public right-of-way, economic development, safety, and use of multimodal transportation options. The project restored the landscaping areas and provided traffic calming measures along Sherman Way and portions of the adjacent street network.

The project included 20 ADA curb ramps, five signal modifications, one pedestrian hybrid beacon, and a roundabout. The project elements also include planted medians and parkways, bus shelters, trash receptacles, neighborhood sidewalk branding and median monument signs, wayfinding signage, and high-visibility crossings. Alta prepared final PS&E construction documents which included curb ramp details, landscaping and irrigation plans, street furnishing plans, signal plans, and street lighting plans. In addition, Alta supported the City during construction by providing construction administration support services.



CLIENT

Los Angeles Department of Transportation (LADOT)

CONTACT

Valerie Watson
(formerly with LADOT)
City of Boulder, CO
(303) 441-3200
watsonv@boulder.colorado.gov

RELEVANCE

- ✓ Streetscape improvements
- ✓ ADA curb ramp and sidewalk design
- ✓ Traffic analysis and signal design

STAFF INVOLVED

Vincent Hellens, Markos Legesse, Talia Agazaryan, James Powell

Gage Canal Multi-Purpose Recreational Trail

RIVERSIDE, CA | 2020–ONGOING

Alta led trail design and outreach for this 2-mile-long active transportation and recreational green space over the existing Gage Canal. The trail offers local residents recreational opportunities and connections to the Box Springs Reserve, and provides a continuous off-street connection from Palmyrita Avenue to Blaine Street. It is comprised of a combination of Class I asphalt concrete (AC) and natural surface trails within an existing City-owned water utility easement.

The trail corridor will be landscaped with native and climate appropriate trees and shrubs that will provide ecologic benefits while beautifying and cooling the space, and will feature additional amenities such as entry plazas, trailside seating, bicycle racks, interpretive signage, and solar lighting. Project tasks included environmental services (CEQA), site inventory and analysis, community outreach, final design, and construction support services. Alta provided project management, outreach, civil engineering, and landscape architectural design services. The project is currently out to bid for construction.

COAST SURVEYING, INC.



JOINT WORK:
COAST SURVEYING
ALTA

CLIENT

City of Riverside Parks, Recreation, & Community Services

CONTACT

Jordan Maus
Project Manager
(951) 826-2201
JMaus@riversideca.gov

RELEVANCE

- ✓ Environmental Clearances (CEQA)
- ✓ Class I bike path
- ✓ Landscape improvements

STAFF INVOLVED

Alta: Vincent Hellens, Markos Legesse, Talia Agazaryan, James Powell; **Coast Surveying:** Ruel del Castillo, Kurt Toehn



Dumbarton to Quarry Lakes Trail

FREMONT, CA | 2020–ONGOING

When constructed, the Dumbarton to Quarry Lakes Trail will combine regional recreation opportunities with urban commuting routes to connect the San Francisco Bay with the Quarry Lakes Regional Park. As the Prime consultant on this large effort, Alta is leading a team of seven consultants helping the City conduct preliminary engineering and achieve environmental clearance. Alta is analyzing existing conditions and evaluating alternative alignments to produce a detailed trail design that is innovative, contextually sensitive, meets the needs of the City, and satisfies the needs of the stakeholder agencies.

Alta also worked to secure a statutory exemption using SB288. It was the first time the City had pursued using this legislation that was passed in 2019 streamlining the environmental clearance process for the project. This effort resulted in a \$150k savings through reduced environmental clearance scope. The proposed alignment of this eight-mile trail will provide safe connections to major job centers on both sides of the San Francisco Bay and benefit families and recreational trail users by providing a direct connection to the Don Edwards Wildlife Refuge and three regional parks.



CLIENT

City of Fremont

CONTACT

Kelly Reynolds
Senior Civil Engineer
Public Works
(510) 494-4737
kreynolds@fremont.gov

RELEVANCE

- ✓ Regional connectivity between neighborhoods, transit, and open space areas
- ✓ Environmental clearance assistance
- ✓ Multi-agency coordination

SMART (Sonoma Marin Area Rail Transit Multi Use Path)

MARIN COUNTY, CA | 2009–2011, 2022–ONGOING

Alta provided planning, coordination, and advanced conceptual engineering design services for the track and multi-use pathway system for Segments 2 and 3 of the Sonoma Marin Area Rail Transit (SMART) project, from the Ignacio Wye to the northern terminus of the project in Cloverdale. Major design elements of this work include street and sidewalk modifications at grade crossings; multi-use pathway design, including ADA compliance, drainage, station interface, and supporting work; right-of-way evaluation – primarily for pathway alignment; and safety barrier design between the track and multi-use pathway.



CLIENT

Sonoma Marin Area Rail Transit Agency

RELEVANCE

- ✓ Multi-use pathway design
- ✓ Right-of-way evaluation
- ✓ Safety barrier design



CV Link Master Plan, Design, Engineering, EIR/EA Permitting, and Construction Support

COACHELLA VALLEY, CA | 2013-ONGOING

CV Link is an innovative, multimodal facility of national importance that connects communities in the Coachella Valley while providing significant environmental, health, wellness, and economic benefits to the region. In 2013 Alta began development of the CV Link master plan for a multimodal spine of on-and off-street shared use facilities that connect the nine cities of the Eastern Riverside County region, also known as Coachella Valley. The team also prepared a Parkway Master Plan and a Neighborhood Electric Vehicles (NEV) Plan to meet legislative requirements and is currently leading design, engineering, and construction support for this 50-mile pathway.

Alta served as the engineering lead and provided project management, civil engineering, and site design services. This included agency (including Coachella Valley Water District) and JPA coordination, pathway grading, drainage, and setting overall design standards for the project. The project was a multimodal pathway which included community engagement as well as right-of-way coordination. The PS&E is comprised of striping plans, traffic signal plans, grading plans, storm drain plans, wayfinding sign plans, and architectural drawings for the trailhead improvements.

Terra Nova prepared a CEQA Environmental Impact Report and NEPA Environmental Assessment, and was part of the project design team in resolving numerous design and location issues. Comprehensive demographic and socio-economic analysis conducted for eight valley cities and the county has also informed Terra Nova's modeling of regional and municipal constraints and opportunities. Terra Nova also processed Clean Water Act permits and state streambed agreements for more than 30 sites impacted by CV Link.

This project is on track to be completed on time and within budget.



JOINT WORK:
TERRA NOVA
ALTA

CLIENT

Coachella Valley Association of Governments (CVAG)

CONTACT

Martin Magana
Director of Transportation, CVAG
(760) 346-1127
mmagana@cvag.org

RELEVANCE

- ✓ Regional multimodal trail preliminary engineering and environmental clearances
- ✓ Bicycle, pedestrian, and LSEV accommodations
- ✓ Regional connectivity
- ✓ Right-of-way coordination

STAFF INVOLVED

Alta: Adrian Esteban, Vincent Hellens, Ashley Haire, Markos Legesse, Talia Agazaryan, Matt Fralick

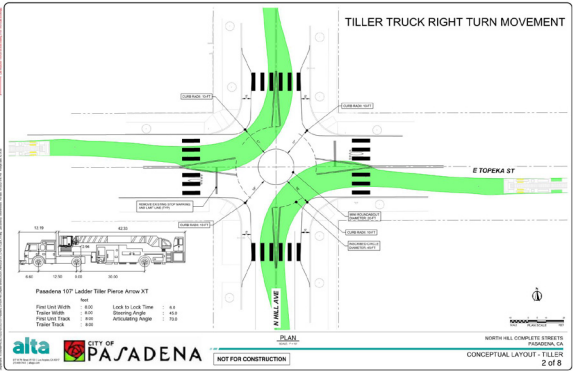
Terra Nova: Nicole Sauviat Criste, Kelly Clark



North Hill Complete Streets

PASADENA, CA | 2021-2022

Alta prepared preliminary geometrics for two roundabout designs, ADA accessibility improvements, and new curb extensions along North Hill Avenue at Elizabeth Street and Topeka Street in Pasadena. Alta’s scope of services included civil engineering design support, preliminary signing and striping designs, lighting illumination calculations, final street lighting plans and specifications, and peer review of final designs.



CLIENT

City of Pasadena
Adurra (Prime)

CONTACT

Anissa Voyiatzes, PE, QSD,
ENV SP
Senior Project Manager
(310) 359-1203
avoyiatzes@ardurra.com

RELEVANCE

- ✓ Roundabouts/ neighborhood traffic circle feasibility
- ✓ Signing and striping

STAFF INVOLVED

Vincent Hellens, Talia Agazaryan, Matt Fralick

Pershing Bikeway | North Park to Downtown Connector

SAN DIEGO, CA | 2015-2017, 2017-ONGOING

Alta led a preliminary study and engineering design to determine potential and preferred concepts for a 2.6 mile cycle track bikeway along Pershing Drive through historic Balboa Park. This project is part of the Regional Bikeway Early Action Program for the San Diego Association of Governments. The route will provide a key connection between two established neighborhoods. Challenges included slowing traffic speeds on a roadway with high speeds (50+ mph), as well as an intersection that serves a large employer with significant volumes and turning movements during peak periods. Other challenges include a significant elevation change of about 270 feet across two miles, resulting in an approximate 5% running slope over a milelong stretch of the roadway. Alta led community engagement, concept alternative development, preferred concept adoption, visual renderings, engineering plan set, preliminary environmental review, and agency coordination. Alta was a subconsultant on the team preparing final construction documents. This project is currently under construction.



CLIENT

San Diego Association of Governments (SANDAG)

CONTACT

Chris Carterette
Project Manager
SANDAG
(619) 699-1935
chris.carterette@sandag.org

RELEVANCE

- ✓ Separated bikeway design
- ✓ Environmental review
- ✓ Concept design

STAFF INVOLVED

James Powell, Joe Paull



Coachella Valley Stormwater Channel CEQA EIR and NEPA EA and Regulatory Permitting

COACHELLA, CA | 2015–PRESENT

Terra Nova completed a CEQA Environmental Impact Report and NEPA Environmental Assessment for the Coachella Valley Water District on improvements to a two-mile segment of the Stormwater Channel currently nearing completion between Avenues 54 and 58 in the City of Coachella and unincorporated Riverside County. The project impacts major transportation corridors, including bridges carrying Highway 111, Avenue 56 and two lines of the Union Pacific Railroad crossing the channel. Major issues addressed in the EIR and EA included potential impacts on roads and highways, major rail lines, biological and cultural resources, air and water quality, public facilities and socio-economic resources. Terra Nova also secured CWA 404 (USACE) permits, CWA 401 certification, and CDFW 1602 streambed alteration agreement. Continued involvement regarding construction monitoring.



CLIENT

Coachella Valley Water District (CVWD)

CONTACT

Tesfaye Demissie
Senior Engineer
(760) 398-2651
TDemissie@cvwd.org

RELEVANCE

- ✓ Channel improvements across multiple jurisdictions
- ✓ Tribal consultation and coordination

STAFF INVOLVED

- ✓ Kelly Clark

Jackson Avenue Access Point Outreach and Engineering

CULVER CITY, CA | 2018–2021

The Alta Team provided surveying and engineering for an ADA-compliant entrance to the Ballona Creek Path at Jackson Avenue. Alta also conducted community outreach to gauge community support for the project.

As a subconsultant to Alta, Coast completed a topographic survey to support a new access point of a bike path on Jackson Avenue in Culver City. The survey included spot elevations and breaklines for accurate development of contours at 1-foot intervals with cross-sections surveyed at 50-foot breaks. Other survey items included curbs, gutter, curb ramps, sidewalks, driveways, walkways, trees/tree wells, street furniture, and above-ground utilities.

COAST SURVEYING, INC. **alta**



CLIENT

City of Culver City
Alta (Prime)

CONTACT

Steve Frieson
Chief Operations Officer
Alta
(213) 600-9224
stevefrieson@altago.com

RELEVANCE

- ✓ Trail design
- ✓ Topographic survey
- ✓ Access

STAFF INVOLVED

Coast Surveying: Ruel del Castillo, Kurt Hoehn

JOINT WORK:
COAST SURVEYING
ALTA

References

Atwood Multi-Purpose Trail

PLACENTIA, CA | 2021 - ONGOING

Kyra Tao, PE

PTP Transportation Manager
City of Placentia Public Works Department
(714) 993-8121
ktao@placentia.org

Gage Canal Multi-Purpose Recreational Trail

RIVERSIDE, CA | 2020 – ONGOING

Jordan Maus

Project Manager
City of Riverside Parks, Recreation,
& Community Services
(951) 826-2201
JMaus@riversideca.gov

CV Link Master Plan, Design, Engineering, EIR/EA Permitting, and Construction Support

COACHELLA VALLEY, CA | 2013-ONGOING

Martin Magana

Director of Transportation
Coachella Valley Association of Governments
(760) 346-1127
mmagana@cvag.org

Past Joint Work

Atwood Multi-Purpose Trail

PLACENTIA, CA | 2021 – ONGOING

ALTA: Alta provided overall project management, lead the development of concept plans, preliminary cost estimates, feasibility study, community outreach, hydrology report, and coordinated extensively with OC Flood Control District and Caltrans Local Assistance.

COAST: Coast provided topographic surveying and right-of-way mapping.

Gage Canal Multi-Purpose Recreational Trail

RIVERSIDE, CA | 2020 – ONGOING

ALTA: Alta provided project management, outreach, civil engineering, and landscape architectural design services.

COAST: Coast provided topographic surveying and right-of-way mapping.

CV Link Master Plan, Design, Engineering, EIR/EA Permitting, and Construction Support

COACHELLA VALLEY, CA | 2013 – ONGOING

ALTA: Alta served as the engineering lead and provided project management, civil engineering, and site design services. This included agency (including Coachella Valley Water District) and JPA coordination, pathway grading, drainage, and setting overall design standards for the project.

TERRA NOVA: Terra Nova prepared a CEQA Environmental Impact Report and NEPA Environmental Assessment, and was part of the project design team in resolving numerous design and location issues.

Jackson Avenue Access Point Outreach and Engineering

CULVER CITY, CA | 2022-ONGOING

ALTA: The Alta Team provided engineering and community outreach for an ADA-compliant entrance to the Ballona Creek Path at Jackson Avenue.

COAST: Coast completed a topographic survey to support a new access point of a bike path on Jackson Avenue in Culver City.

b. Proposed Staffing and Project Organization

Key Personnel: We have assigned staff to this project based on their individual skillsets and collaborative experience on similar projects. Our key personnel are identified below, along with their proposed position for this project, current assignments, level of commitment to assignments, availability, and years with their firm. Resumes for all staff and copies of professional licenses for key staff are included in the Appendix.



Adrian Esteban, PE, PMP

Principal-in-Charge

Adrian is a Professional Engineer and Principal at Alta with over 25 years of experience in project management and active transportation design.

AVAILABILITY

15%

YEARS WITH ALTA

5 years

LOCATION

Portland, OR

EDUCATION

MBA, Management, University of Oregon, Lundquist College of Business, 2004

BS, Civil Engineering, University of California, Berkeley, College of Engineering, 1997

CURRENT WORKLOAD: 85%

Top assignments:

- Council Creek Regional Trail, Washington County, OR
- CV Link Multi-Use Path, Coachella Valley, CA
- City of Tualatin Moving Forward Bond Projects & River Greenway, OR

Adrian will provide project guidance and quality assurance as Principal-in-Charge. He will lead our team in bringing their best ideas forward and oversee quality of performance and availability of resources for all tasks.



Vincent Hellens, Jr., ENV SP, QSD/P

Project Manager

Vincent has over 17 years of experience managing and designing large and small public works infrastructure projects from planning and design through construction.

AVAILABILITY

75%

YEARS WITH ALTA

4 years

LOCATION

Los Angeles, CA

EDUCATION

BS, Civil Engineering, Alabama Agricultural and Mechanical University, 2007

CURRENT WORKLOAD: 25%

Top assignments:

- Higuera Complete Streets, San Luis Obispo, CA
- Corona Green Alleys, Corona, CA
- Garden Grove to Santa Ana Rails to Trails, Orange County, CA

Vincent will serve as Alta's Project Manager, meeting day-to-day project needs and collaborating with the City and stakeholders to facilitate appropriate task progress. He will be responsible for maintaining the budget and schedule.

**AVAILABILITY**

60%

YEARS WITH ALTA

2 years

LOCATION

Los Angeles, CA

EDUCATION

PhD, Civil (Transportation)
Engineering, University of Texas,
Austin, 2009

MS, Civil (Transportation)
Engineering, 2004; BS, Civil
Engineering, 2000, University of
Arizona

Ashley Haire, PhD, PE, ENV SP**Assistant Project Manager**

Ashley is a licensed civil engineer in California with 23 years of experience managing multimodal transportation projects from both the private and public sector perspectives.

CURRENT WORKLOAD: 40%**Top assignments:**

- Sunnyvale SNAIL Active Transportation Connectivity Improvements, CA
- Parker Street to Addison Bikeway (AHSC Connected Berkeley), CA
- Santa Clara Bike Studies, CA

Ashley will serve as the backbone and strength of our design team, providing innovative bike facility design and coordinating with our internal technical team.

**AVAILABILITY**

50%

YEARS WITH TERRA NOVA

38 years

LOCATION

Palm Desert, CA

EDUCATION

Bachelor of Arts, European
Studies, Scripps College, 1980

Nicole Sauviat Criste, APA**CEQA Project Manager**

Nicole is a licensed planner with 38 years of experience leading teams in the preparation of initial studies, Environmental Impact Reports, and other CEQA documents for public and private sector clients.

CURRENT WORKLOAD: 50%**Top assignments:**

- The Development at Dale Evans EIR, Apple Valley, CA
- Catana Specific Plan, Rancho Mirage, CA
- Coachella Airport Business Park, CA

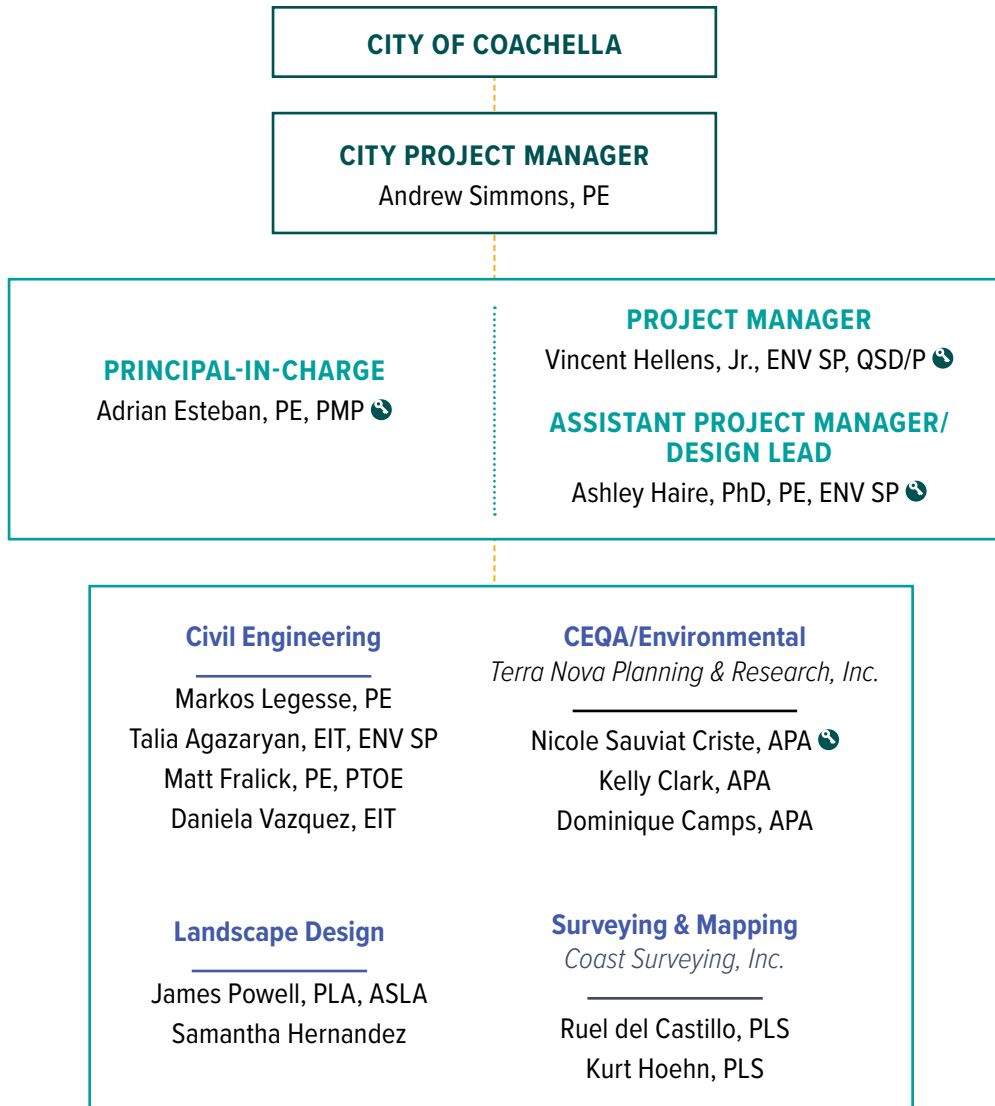
Nicole will lead the team's efforts to develop and prepare the CEQA analysis and appropriate CEQA documents for the project in consultation with City Staff.

Statement of Availability

Key staff will be available to the extent proposed for the duration of the project, and we acknowledge that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.

Organization Chart

This organizational chart illustrates the roles, responsibilities, and lines of communication amongst our project team.



indicates Key Team Member

c. Work Plan

Project Understanding

The Connect Coachella is an urban greening and regional connector project that is the result of extensive outreach, engagement, data collection, and feasibility analysis conducted as a part of the 2020 Coachella Active Transportation (AT) Plan. The project will create 3.6 miles of a Class 1 multi-modal path, 2.6 miles (5.2 lane miles) of Class II bike lanes, 1.4 miles of concrete sidewalk, and 14 crosswalk enhancements to provide safer non-motorized opportunities to circulate within the city. The project will connect CV Link path users from the Avenue 54/Whitewater River Trailhead through the City to the proposed Arts and Music Line Path, linking multiple communities and Tribal areas to the heart of Coachella.

This project lies entirely within the boundaries of Coachella which includes a Class I Bike path along Grapefruit Blvd between Avenue 48 and Avenue 54 and Class II Bike Lanes on Avenue 54 between Van Buren Blvd and Polk Street. The current routes along Highway-111/Grapefruit Blvd and Avenue

54 do not provide adequate safety and comfort for walking and biking due to the lack of dedicated bikeways, sidewalks, crosswalks, and a history of speeding and collisions.

Additional multi-modal safety improvements for the project include a roundabout at Tyler Street and Grapefruit Boulevard and removal of a slip lane at Grapefruit Boulevard/ Highway 111 and Park Lane intersection. Connect Coachella will enhance the corridor through landscape buffers, shade trees, lighted bollards, enhanced traffic signals, ADA curb ramp upgrades, high visibility crosswalks, shade structures, benches, drinking fountains, bike repair kiosks, trash cans, and art installations will be placed along the new path.

The project will benefit the community by bringing needed active transportation infrastructure, which will improve safety and make it a more viable option for residents and visitors to actively commute and establish the healthy habit of walking/biking.

We understand the City’s goals and requirements for this project as well as the site conditions that will influence its design. Our approach to project delivery will focus on maintaining the overall vision while addressing constraints

Detailed Project Estimate and Total Project Costs- Cycle 6											
Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).											
Project Information:											
Agency: City of Coachella		Project Description: Connecting Coachella						Date: 6/13/2022			
Project Location: Grapefruit Blvd from Avenue 48 to Avenue 54 and Avenue 54 from Van Buren Street to CV Link Trail											
Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: A. Simmons										License #: C-72868	
Project Estimate and Cost Breakdown:											
Project Estimate (for Construction Items Only)						Cost Breakdown					
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	ATP Eligible Costs/Items		ATP Ineligible Costs/Items		Corps/CCC to construct	
						%	\$	%	\$	%	\$
General Overhead-Related Construction Items											
1	Mobilization/ Demobilization	1	LS	\$500,000.00	\$500,000	100%	\$500,000				
2	Traffic Control (including CMS Signs)	1	LS	\$150,000.00	\$150,000	100%	\$150,000				
3	Stormwater Protection Plan and BMP Implementation	1	LS	\$75,000.00	\$75,000	100%	\$75,000				
4	Construction Survey and Staking	1	LS	\$110,000.00	\$110,000	100%	\$110,000				
5	Clearing and Grubbing	1	LS	\$450,000.00	\$450,000	100%	\$450,000				
6								100%			
7								100%			
8								100%			
9								100%			
10								100%			
General Construction Items											
11	Unclassified Excavation	1	LS	\$75,000.00	\$75,000	100%	\$75,000				
12	Construct Curb and Gutter	1835	LF	\$80.00	\$146,800	100%	\$146,800				
13	Construct 4" PCC Sidewalk	43500	SF	\$10.00	\$435,000	100%	\$435,000				
14	Construct 4" PCC Multi-Use Trail	224715	SF	\$10.00	\$2,247,150	100%	\$2,247,150				
15	Construct 6" Class II Aggregate Base	4161	CY	\$90.00	\$374,525	100%	\$374,525				
16	Fine Grading	234815	SF	\$0.85	\$199,593	100%	\$199,593				
17	Construct Median Curb	1100	LF	\$40.00	\$44,000	100%	\$44,000				
18	Construct Curb Ramp/ Bike Ramp (ADA Compliant)	30	EA	\$7,500.00	\$225,000	100%	\$225,000				
19	Construct 4" AC Pavement	2200	TON	\$200.00	\$440,000	100%	\$440,000				
20	Construct 6" Aggregate Base	1630	CY	\$90.00	\$146,670	100%	\$146,670				
21	Install High Visibility Crosswalks	1510	SF	\$5.50	\$8,305	100%	\$8,305				
22	Install Pavement Markings (including arrows, STOP, XING, etc)	14020	SF	\$4.50	\$63,090	100%	\$63,090				
23	Install 6" White Edge Line	38000	LF	\$2.50	\$95,000	100%	\$95,000				
24	Install 6" Double Yellow Striping	13750	LF	\$3.50	\$48,125	100%	\$48,125				
25	Roadway Realignment/ Plaza @ Park Lane	1	LS	\$275,000.00	\$275,000	100%	\$275,000				
26	Install 8" Channelizing Stripe	1125	LF	\$3.00	\$3,375	100%	\$3,375				
27	Install 6" Dashed Striping	23504	LF	\$2.50	\$58,760	100%	\$58,760				
28	Install 6" Bicycle Striping	46505	EA	\$2.50	\$116,263	100%	\$116,263				
29	Install Sign and Post	55	EA	\$375.00	\$20,625	100%	\$20,625				

The Alta Team is ready to hit the ground running by refining the engineer’s estimate previously prepared for the recent Cycle 6 ATP application.



Alta led the design for a neighborhood traffic circle for LADOT's Sherman Way Streetscape improvements.

related to available right-of-way, utility conflicts, and grade changes. We understand that the City received a grant from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for Act of 2018 -Proposition 68 Grant Program for \$2000,000 for the preliminary engineering, design, and environmental review documentation for Phase II of the Grapefruit Boulevard Urban Greening project, now called Connect Coachella. Given the funding source and amount, the project must proceed as planned in a cost-effective manner. Since we prepared the Cycle 6 ATP application, there is no learning curve with the Alta Team.

Approach

The Alta Team is committed to delivering 50% design plans and obtaining environmental clearances prior to June 30, 2024. We will accomplish this by demonstrating a successful approach, quality control, and clear understanding of the Prop 68 Grant Program and schedule. We will focus on the needs of the City while staying flexible and adaptive through the life of the project.

Project Management

As Project Manager, Vincent Hellens, ENV SP, QSD/P will manage all aspects of the project, including coordination, staffing, quality assurance, design, budget, and schedule. He has the support of his team of Active Transportation experts, his established experience, and Alta Project Management tools implemented on every project to achieve success on this project. Vincent will be supported by two design leads, Ashley Haire, Phd, PE, ENV SP for conceptual and innovative bikeway design and Markos Legesse, PE for civil design. Together they will leverage their experience to determine the baseline analysis and preliminary engineering studies to obtain the project's geometric alignments and development of the 50% design plans.

We will see that the City's Project Manager has the current status of each task and agency coordination updates, so that there are no surprises. He will provide overall project management and team coordination from project inception to closeout. Quality work, cost control, and schedule compliance will result from a systematic management program tailored to the Connect Coachella Project. Holding to the planned task budgets and anticipating workload and schedule changes allows us to deliver complex projects on time and on budget. This will be accomplished by preparing and maintaining a detailed Critical Path method schedule that is resource loaded and treated as a living document through-out the project. We have already developed a draft schedule and included it in this proposal for your review.

Our project management infrastructure also includes the utilization of Deltek for budget planning, control and invoicing. Our project work is tracked in Deltek tasks and labor reports that indicate burn rates and make sure project billings correspond to production milestones.

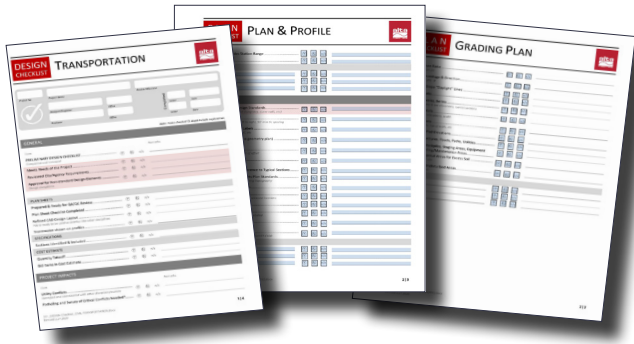
Alta will host an in-person or virtual Project Kickoff Meeting and recurring project progress meetings with the consultant team, City Project Manager and staff, and when appropriate, other divisions within the city and other stakeholders. During the kickoff meeting we will discuss project goals, objectives, and related constraints and opportunities with City staff in order to confirm the study parameters and schedule. The kickoff meeting will also introduce the Alta Team and City Staff and discuss team member roles and responsibilities on the project.

Quality Assurance and Quality Control

Alta maintains a QA/QC system, along with strict adherence to establish business procedures. Our team employs a three-tier quality control system that includes: (1) peer review of materials, (2) independent review by principals, and (3) in-house scheduling and management tools.

Our QA/QC process begins at the start of the project. We believe that everyone on the team is responsible for providing our clients with quality products and deliverables. Our designers utilize checklists during their design process to identify key issues that are communicated to other disciplines early on in the design. This helps us to avoid missing key elements during the design process while at the same time serving as a reminder to communicate internally within our team. In addition, our designers are required to have a senior level engineer provide an over-the-shoulder review at the preliminary stage of the design so that we have considered other design elements that may enhance the project.

Our designers are required to submit the checklists as part of the QA/QC process to provide reviewers with additional project information to aid in the review process and allow them to focus on key design elements. This process makes everyone on the team accountable for providing quality design and deliverables.



Alta has design checklists that are used by designers and engineers at every stage of a project including conceptual design to ensure compliant and applicable information is included.

The QA/QC process will be led by Principal-in-Charge and QA/QC Manager Adrian Esteban, PE whose primary role will be to ensure the integration of project goals and to verify the accuracy and consistency of project deliverables. Alta utilizes Bluebeam Revu for deliverables review which allows us to document all of the review comments and see that all comments are addressed prior to submitting to our clients. By using Bluebeam Sessions for our QA/QC process we improve efficiency and are able to utilize our design experts across the company as reviewers. Our quality management procedures will see that:

- Work is performed by qualified personnel
- The necessary information is documented, checked, transmitted, and reviewed for completeness
- Documents are reviewed by the appropriate technical staff for constructability and accuracy
- Products are reviewed by staff not involved in the project to provide a fresh perspective and insight

Key Design Issues and Solutions

It is critically important to have a consultant that understands and is prepared to address the common challenges and opportunities associated with alternative transportation mode improvement projects with innovative and tested approaches. Issues and opportunities can be categorized as those associated with project design, and those associated

with project process. We have identified project constraints and, more importantly, have developed proposed solutions to make sure the City’s and community’s needs are met. Key project requirements and elements to be addressed include the following:

1. Environmental Considerations. The project will require the preparation and approval of a CEQA Initial Study, likely leading to a Mitigated Negative Declaration. It is likely, based on our knowledge of the area, that both MBTA and burrowing owl surveys will require mitigation measures, to assure that there are no impacts to migrating birds and burrowing owls. In addition, local Tribes are likely to require construction monitoring when consulted through the AB 52 process. Conversely, we would expect that the project has the potential to have beneficial impacts relating to air quality and greenhouse gas emissions, since it will facilitate pedestrian and bicycle use for local travel. The Alta Team, supported by Terra Nova, is ready to support the City with the necessary environmental compliance documentation for the Connect Coachella Project.

2. Preferred Bike Path Alignments. The 10% concept plans Alta prepared for the ATP application will be refined to confirm and minimize drainage, right-of-way, and environmental impacts. Our initial studies will consider:

- a. Safety and Liability: Evaluate alternatives based on conformance with state and Federal standards and guidelines, and input from experienced planners and landscape architects.
- b. Functionality/Efficiency: Evaluate alternatives’ abilities to provide a positive user experience that reflects the need for access to the trail as a destination.



We will identify opportunities to provide wayfinding to key destinations in the City and to future CV Link path similar to the wayfinding signs Alta designed for the CV Links paths in neighboring Palm Desert.

- c. Environmental Impacts: Identify environmental impacts and opportunities for pre-mitigation through re-routing, native species revegetation, habitat improvements, and trail setback and buffering of resource areas.
- d. Cost: Order of magnitude of costs for each alternative, especially where utilities, or other expensive infrastructure improvements are being considered.
- e. Railroad Impacts: Evaluate alignments for level of impact to the rail crossing along Avenue 54.
- f. Consistency with Local Plans: Evaluate upcoming infrastructure such as Arts and Music Line, CV Link path, local agency pavement projects, and utility projects to determine compatibility/conflict with the proposed project.
- g. Multiple Users: Develop alternatives with potential users in mind. These include: bicyclists, walkers, joggers, in-line skaters, equestrians, people in motorized and non-motorized wheelchairs, maintenance vehicles and/or security vehicles.
- h. Cyclist and Pedestrian Usage: Evaluate bike facilities for level of anticipated use. This typically has a direct tie to prioritization and phasing of improvements.
- i. Private Property Impacts: Evaluate alignment options for impacts to private property and right-of-way needs.

From the alternatives evaluation process, a preferred trail alignment will be developed.

3. Roundabout Improvements. The approach to developing the roundabout geometry involved: (1) testing intersection of Tyler Street and Grapefruit Boulevard truck and passenger car maneuverability; (2) crosswalk and pedestrian refuge locations; (3) intersection and stopping sight distance; and (4) travel paths and speeds for each movement. We will leverage our recent experience assisting SANDAG, LADOT, and Pasadena with final geometric layouts and analysis for their multi-modal roundabout and neighborhood traffic circles.

Work Plan

The Alta Team has developed the following approach to delivering this project based on our experience working with agencies across the Coachella Valley on the CV Link improvements as well as other similar facilities throughout Southern California. The discussion herein is intended to augment and expand upon the scope of work outlined in the Request for Proposal.

TASK 1 - PROJECT MANAGEMENT

1.1 Project Administration and Management

Vincent Hellens, Alta's Project Manager, will be dedicated to the project directing the activities of the project team, including subconsultants, throughout the duration of the project. He will produce agendas and minutes for, and conduct, Project Delivery Team (PDT) meetings as well as produce biweekly reports detailing progress updates. He will also prepare monthly invoices, status reports and project schedule updates for submission to the City's project manager.

PDT Meetings will occur monthly, and Alta will maintain a running meeting agenda including minutes, and a summary of action items to keep the project on track. At the kick-off meeting, we will work with the City to identify the core group of decision makers who will attend regularly and those who will be pulled in during specific phases only. These may include stakeholders such as the Coachella Valley Water District (CVWD), the Coachella Valley Association of Governments (CVAG), Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, Union Pacific Railroad, and Riverside County Transportation Authority

The timing of PDT meetings will coincide with submittals so as to provide more than just a regular check-in on the project status and schedule, but an opportunity for the City and Alta Team to verbally discuss City comments and concerns on deliverables.

Task 1 Deliverables

- Facilitation of a project kick-off meeting with the City
- Monthly progress reports and invoices
- Project schedule
- Comment matrices for various submittals

TASK 2 - PRELIMINARY ENGINEERING

2.1 Research and Data Collection

Alta will research and obtain as-built drawings for the project area. We will collect pertinent geologic, hydrogeologic, and hydrology documentation, existing roadway improvement plans, signing and striping, traffic signal, rail from the City of Coachella as well the County of Riverside. Other documents that will be researched and collected are existing storm drain utilities, contours, transit routes, and historic traffic count data. The traffic count data will be used for roadways intersecting the alleys to help determine the appropriate crossing treatments and traffic control that may be needed. Finally, we will research existing maintenance/operation agreements and any other relevant record data.

2.2 Aerial Photogrammetric Mapping and Boundary Survey

The Alta Team will be supported by Coast Survey, who will perform an aerial photogrammetric survey. Color photography will be captured at a resulting mapping scale of 1" = 20' with one-foot contours. Horizontally the survey will be tied to the California State Plane coordinate system (NAD83) and be based upon the Riverside County Horizontal Control Network. The survey will be tied vertically to the City of Coachella benchmark network. Aerial targets (59) will be set to support the aerial imagery and resultant mapping. These controls will be tied into the primary controls established for the project. A digital orthophoto will be provided. The aerial mapping will also be utilized as part of the site utility investigation and the identification of obstructions, such as trees, fences, poles, etc.

In addition to aerial mapping, we will prepare a preliminary right-of-way base map from available record data. We will locate enough monuments to establish both railway, channel, and street right-of-way within the project limits. GIS line work will be used to show the approximate location of adjacent lot lines. Assessor parcel numbers and ownership information will be shown.

2.3 Field Investigation

We will conduct field investigations to verify existing surface features (including manholes, valves, meters, pull boxes, ec) on the topography survey and to identify the relevant features that are missing. The field review will include work necessary to inspect the project site with respect to needs for preparing the conceptual designs including ADA accessibility and compliance. Additionally, our site visit will observe existing field conditions, local drainage, and confirm the data collection and base mapping. The field reconnaissance will be an opportunity to understand constraints that may limit the placement of onsite BMPs.

2.4 Utility and Stakeholder Coordination

Alta will request maps and records from utility owners with facilities within the project limits and field verify the utilities that are impacted. This includes reviewing publicly available data sources such as Dig-Alert to determine which utilities are operating in the area and obtaining as-built plans and/or inventory maps from each utility owner to identify potential conflicts. This will involve preparing and mailing preliminary and follow-up letters requesting current information on any existing facilities.

The "Utility Letter A" utility letters (to be printed on City letterhead and signed by the City) will be sent to the applicable utility companies. This information along with performing site verifications and working with the design team will be used in identifying all utility locations. The Alta

Team will confirm with utility companies that the facilities are located as represented in the project's utility maps.

Utilities will be plotted on the project base sheets from the data received, combined with the above ground utility features obtained from the field review. A Utility Matrix will be prepared to verify that all utilities have responded. We will confirm with the utility companies that the facilities are located as represented in the project's utility maps. The need for utility relocations is not anticipated; however, we will confirm and identify impacts within the Preliminary Engineering Report.

This project will require coordination with affected stakeholders including businesses which have facilities in portions of the roadway. All necessary research, coordination, and meetings will be provided for under this task. The Alta Team will conduct meetings with affected divisions/agencies, businesses, and prepare detailed meeting minutes to be distributed afterwards.

2.5 Limited Hydrology Study and BMP Recommendation Memorandum

The Alta will prepare a limited Hydrology/Water Quality Memorandum that follows the Riverside Hydrology Manual and identifies mitigation opportunities for water quality impacts. We will delineate drainage areas along the Class I bike path. Using the generated drainage areas, we will utilize HydroCalc input parameters for each individual drainage area delineated (area, flow path, slope, rainfall depth, percent impervious, soil type). The HydroCalc results will be tabulated for the 85th Percentile, 24-hour storm event. A suite of BMP options will be considered for possible implementation. Our team will calculate the total BMP footprint/volume required to capture the 85th percentile, 24-hour storm event for each delineated drainage area. The assumptions of the cross-sectional depths will be provided in a table (ponding depth, soil media depth, and underdrain depth, if applicable). This memorandum will also discuss potential landscape treatments for the corridor.

2.6 Draft/Final 50% Design Plans and Preliminary Opinion of Probable Construction Cost

The Alta Team will develop a maximum of two (2) alternatives for the Class I bike path along Grapefruit Boulevard and active transportation improvements on Avenue 54. These alternatives will include proposed alignment variations, striping, crossing treatments, and amenities such as shade structures, rest facilities and landscaping. In addition, the 50% Designs will provide alternatives for crossing the Union Pacific rail line such as grade separated and at grade crossings. Our designs will focus on safety, environmental enhancements, topographical constraints, railroad needs, cost, and benefits of each concept. Our intersection operations will

No.	Sheet Description	Scale	# of Sheets
	Title Sheet, Index of Maps, List of Contacts, Vicinity Map, General Notes, Abbreviations, Construction Notes, and Sheet Index	N/A	1
	Typical Sections	N/A	1
	Plan Layouts (profiles if required)	1" = 40'	20
	Signing and Striping Plans and Details	1" = 40'	10
	Landscape, Irrigation, and Trailhead Details	N/A	1
	Civil Details	N/A	2
	Traffic Signal Plans	1" = 10'	7
TOTAL SHEETS			42

be considered closely, and enhancements will be proposed that improve the visibility of people crossing while shortening the total time spent crossing travel lanes. The Class I and Class II bike facilities will conform with Caltrans Highway Design Manual (HDM) Chapter 1000 "Bicycle Transportation Design", Caltrans Standard Plans and Specifications, CA Manual on Uniform Traffic Control (CA MUTCD), Coachella Standard Drawings and Specifications, supplemented by, the Standard Plans and Specifications for Public Works Construction (SPPWC) "Green Book", National Association of City Transportation Officials (NACTO) Urban Street Design Guidelines, and the County of Riverside Design Handbook for Low Impact Design Manual.

The 50% design plans will identify limits of improvements, including the replacement of curb and gutter, sidewalk, ADA non-compliant curb ramps to be upgraded, pavement rehabilitation requirements, limits of pavement removals, landscape and irrigation improvements, existing topography and utilities, drainage improvements, building lines, fences, walls, right-of-way lines, and home addresses. Plans will be produced at 40-scale with 1" = 4', and will include layout and detail sheets. The plans will have all necessary dimensions, layouts, and construction notes necessary to properly construct the Connect Coachella project. We anticipate the following sheets: The Alta Team will prepare a Preliminary Opinion of Probable Construction Cost for the proposed alternative geometric approval plans (up to two). The preparation of 50% level itemized cost estimates for elements of the Class I and II Bike paths, including the path itself, landscape materials, signing and striping, pavement improvements, and ADA pedestrian upgrades. The estimate will also include cost related to at-grade separated crossing alternatives. The cost

estimate will include quantities and unit costs with back up information as necessary. Alta maintains a compendium of recent bid results in Southern California that will be used as a basis for establishing unit prices. Our estimate will support the City's effort in seeking future grants for the Connect Coachella project.

2.7 Draft/ Final Preliminary Engineering Report

Based on the research, recommendations, and design alternatives, Alta will compile all the information into a Preliminary Engineering Report. We will use City and stakeholder input to collaboratively arrive at the 50% design alternatives. Designs will identify and take into consideration structures, utility conflicts, drainage facilities, safety, stormwater management approach, and other elements that can impact design and cost. Identifying these issues in this preliminary engineering report will help avoid delays during later design phases and will better prepare the project for additional grant funding.

The report will include the reports and 50% design layouts from the subtask above. The information, analysis and conclusions will be compiled and coordinated with the City for preferred alternative selection. This will help establish priorities and make sure the proposed improvements meet the goals of the City and can be constructed within the City's budget. Once we have draft comments from the City, we will consolidate the comments and incorporate them into the Final Preliminary Engineering Report.

Task 2 Deliverables

- Photo documentation of existing conditions, captured via site visits

- Topographic and Boundary Survey
- Draft/Final 50% Design Plans at 1"=40' scale
- Draft/Final Preliminary Probable Construction Cost
- Preliminary Engineering Report

TASK 3 - ENVIRONMENTAL

Terra Nova will prepare environmental compliance documentation evaluating the project in accordance with the California Environmental Quality Act (CEQA). The following outlines the tasks and process for the preparation of this initial study for the Connect Coachella project.

3.1 Project Description

The Alta Team will review design documents and develop a comprehensive project description for review and approval by the City to support preparation of the Initial study.

3.2 Cultural Resources Analysis

The Alta Team will contract for and manage a cultural resources analysis within the project area. The cultural/historic resources analysis report will include the following tasks:

- Conduct an Eastern Information Center records search for prior sites and studies in the project vicinity.
- Conduct on site investigation of potential cultural resources along the project route.
- Contact the California Native American Heritage Commission (NAHC) and local tribes for a Sacred Lands File search and consultation with Native American tribes.
- Conduct all work to Secretary of the Interior Section 106 standards, should federal review be required.
- Recommend any further cultural study, planning, or environmental efforts; it is not anticipated at this time that additional (Phase II) study will be required.

3.3 Biological Resources Analysis

The Alta Team will contract for and manage a general biological resources analysis within the project area. The general biological resources analysis report will include the following tasks:

- On site investigation of current conditions on the project route and inventory of species identified.
- Review of State databases for species likely to inhabit the project site.
- Preparation of maps and exhibits supporting the findings.
- Recommendations for any further species-specific study, planning, or environmental effort will be made.

3.4 Tribal Consultation

The Alta Team will prepare AB 52 letters and distribute to the City's consulting Tribes, and assist in coordinating with affected Tribal governments regarding allowing the project over Tribal lands.

3.5 Air Quality & GHG Analysis

The Alta Team will prepare a comprehensive air quality analysis for moving and stationary emissions, as well as fugitive dust (PM10) emissions associated with grubbing and site grading, truck and other construction vehicle trips. Emissions associated with post-construction operations are expected to be limited, but will be included as needed. Project potential for greenhouse gas (GHG) emissions and potential reductions will also be analyzed and mitigation measures developed, as appropriate.

3.6 Initial Study

The Alta Team will complete the CEQA Initial Study (IS) and associated discussions in a format acceptable to the City, analyzing all components of the project. We will submit a screencheck copy to City for review and comment. The IS shall include all required sections of the checklist. City staff shall review the screencheck copy of IS, and Terra Nova shall amend the draft accordingly. Terra Nova shall prepare a final electronic (Word and PDF) document for submittal to the City.

3.7 CEQA Notices

The Alta Team will prepare the Notice of Intent and Notice of Determination. The City will post and publish the NOI, and Terra Nova will file the NOI and NOD with the County Clerk and State Clearinghouse, and distribute the document to the City's responsible agency list.

3.8 CEQA Hearings

The Alta Team will prepare for, attend and present the CEQA review at one hearing for approval of the Initial Study, and will provide City staff support at hearing.

Project Schedule

CITY OF COACHELLA
CONNECT COACHELLA
Proposed Design Schedule

ID	Task	Task Name	Duration	Start	Finish	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24
1		Notice To Proceed	0 days	Mon 4/3/23	Mon 4/3/23		4/3														
2		Task 1: Project Management and Administration	285 days	Mon 4/3/23	Fri 5/3/24																
3		Project Kick Off Meeting	1 day	Mon 4/3/23	Mon 4/3/23																
4		Monthly PDT Meeting & Project Management	284 days	Tue 4/4/23	Fri 5/3/24																
5		Task 2: Preliminary Engineering	284 days	Mon 4/3/23	Thu 5/2/24																
6		Research and Data Collection	10 days	Tue 4/4/23	Mon 4/17/23																
7		Field Investigations	1 day	Tue 4/18/23	Tue 4/18/23																
8		Aerial Photogrammetric and Boundary Mapping	30 days	Mon 4/3/23	Fri 5/12/23																
9		Utility and Stakeholder Coordination	30 days	Mon 4/3/23	Fri 5/12/23																
10		Limited Hydrology/ Water Quality	40 days	Fri 7/7/23	Thu 8/31/23																
11		Draft Hydrology Memo	2 wks	Fri 7/7/23	Thu 7/20/23																
12		City Review and Comment	10 days	Fri 7/21/23	Thu 8/3/23																
13		Final Hydrology Memo	2 wks	Fri 8/4/23	Thu 8/17/23																
14		City Review and Approval	10 days	Fri 8/18/23	Thu 8/31/23																
15		50% Design Plans and Estimate	112 days	Wed 4/19/23	Thu 9/21/23																
16		Draft 50% Plans & Estimate	45 days	Wed 4/19/23	Tue 6/20/23																
17		QA/QC Draft 50% Plans and Estimate	12 days	Wed 6/21/23	Thu 7/6/23																
18		City Review and Comment	20 days	Fri 7/7/23	Thu 8/3/23																
19		Final 50% Plans & Estimate	20 days	Fri 8/4/23	Thu 8/31/23																
20		QA/ QC Final 50% Plans and Estimate	5 days	Fri 9/1/23	Thu 9/7/23																
21		City Review and Approval	10 days	Fri 9/8/23	Thu 9/21/23																
22		Preliminary Engineering Report	160 days	Fri 9/22/23	Thu 5/2/24																
23		Draft Preliminary Engineering Report	60 days	Fri 9/22/23	Thu 12/14/23																
24		QA/QC Draft Preliminary Engineering Report	10 days	Fri 12/15/23	Thu 12/28/23																
25		City Review and Comment	20 days	Fri 12/29/23	Thu 1/25/24																
26		Final Preliminary Engineering Report	30 days	Fri 1/26/24	Thu 3/7/24																
27		QA/ QC Final Preliminary Engineering Report	20 days	Fri 3/8/24	Thu 4/4/24																
28		City Review and Approval	20 days	Fri 4/5/24	Thu 5/2/24																
29		Task 3: Environmental	242 days	Wed 5/17/23	Thu 4/18/24																
30		Project Description	2.5 mons	Wed 5/17/23	Tue 7/25/23																
31		Technical Studies (Cultural, Biological, Tribal)	3.9 mons	Wed 5/17/23	Fri 9/1/23																
32		Draft CEQA Initial Study	3.5 mons	Fri 9/22/23	Thu 12/28/23																
33		City Review and Comment	30 days	Fri 12/29/23	Thu 2/8/24																
34		Final CEQA Initial Study	2.5 mons	Fri 2/9/24	Thu 4/18/24																

Project: Connect Coachella
Date: Sat 2/25/23

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

Exceptions/Deviations

Technical Exceptions

We do not wish to propose alternative approaches to meeting the City’s technical requirements.

Contractual Exceptions

We propose the following amendments to the City’s contractual requirements:

<p align="center">Legal Company Name: Alta Planning + Design, Inc. State of Incorporation: California Tax ID: 68-0465555 For all legal-related correspondence and information please use the following address: 711 SE Grand Avenue Portland, OR 97214 (503) 230 9862 contracts@altago.com</p>			
Section / General Condition	Location	Proposed Amendment (Deletions in Red, Insertions in Blue)	Rationale and Benefit
Insurance Minimum Scope	3.2.10.2 (A)	Coverage shall be at least as broad as the latest version of the following: (1) <i>General Liability</i> : Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) <i>Automobile Liability</i> : Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) codes 8 & 9 (non-owned and hired autos) ; and (3) <i>Workers’ Compensation and Employer’s Liability</i> : Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.	Alta no longer owns autos. Code 1 includes owned autos. Codes 8 & 9 are for non-owned and hired autos. Alta can provide a statement certifying the company owns no autos.
Insurance Minimum Limits	3.2.10.2 (B), add to end	Consultant shall maintain limits no less than: (1) General...limits of \$1,000,000 per accident for bodily injury or disease. The Commercial General Liability and Automobile Liability limits may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess insurance shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies.	This language was accepted in the contract for Alta Project # 00-2022-127-ATP Cycle 6 dated May 20, 2022. Reason for request: Alta’s insurance policy limits for CGL is \$ 1M per occurrence and \$ 2M aggregate and for Auto. The limit is \$ 1M combined single limit. The previous project had limits that were above our limits. We can meet them if we are allowed to use umbrella coverage to make up the difference.
Insurance Endorsements	3.2.10.4 (B)	The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned , leased, hired.....	Alta no longer owns autos. Code 1 includes owned autos. Codes 8 & 9 are for non-owned and hired autos. Alta can provide a statement certifying the company owns no autos. Our endorsement will show non-owned and hired autos but will not check owned.

<p>Payment of Compensation</p>	<p>3.3.2 last sentence</p>	<p>Consultant shall submit to the City... date of the statement. The City shall, within 45 30 days of receiving such statement, review the statement and pay all approved charges thereon.</p>	<p>This language was accepted in the contract for Alta Project # 00-2022-127-ATP Cycle 6 dated May 20, 2022.</p> <p>Reasoning: CA Civil Code Section 3320 requires project owners on public works contracts to pay for services within 30 days of receipt of demand of payment (invoice)</p>
<p>Indemnification</p>	<p>3.5.6</p>	<p>To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident relating to any alleged the negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.</p>	<p>This language was accepted in the contract for Alta Project # 00-2022-127-ATP Cycle 6 dated May 20, 2022.</p> <p>Reasoning: Indemnity must be limited to negligence to be covered by insurance.</p> <p>Attorney fees must be reasonable to be covered by insurance.</p> <p>Any and all is too broad.</p> <p>These edits protect the City by making this insurable and to making the language closer to CA Civil Code 2782.8.</p>
<p>Time is of the Essence</p>	<p>3.5.9, add to end</p>	<p>Time is of the essence for each and every provision of this Agreement. Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law ("Force Majeure Event"), provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent. City will equitably adjust Consultant's schedule and compensation under this Agreement to the extent reasonably appropriate to the Force Majeure Event</p>	<p>This language was accepted in the contract for Alta Project # 00-2022-127-ATP Cycle 6 dated May 20, 2022</p> <p>Reasoning: Edit suggested because there of liquidated damages section and Schedule of Services language does not address mechanism to handle delays to the schedule that are beyond our control.</p>



711 SE Grand Avenue
Portland, OR 97214
(503) 230-9862 | altago.com

Re: Owned Auto Insurance

To whom it may concern,

Alta does not own any vehicles. Our insurance carrier reflects this on our certificate of insurance by checking "hired autos" and "non-owned autos." If you have additional questions, please contact contracts@altago.com

Sincerely,

A handwritten signature in purple ink, appearing to read "S Frieson".

Steven Frieson, COO and Vice President
Alta Planning + Design, Inc.

altago.com

Appendices

Staff Resumes



Adrian Esteban, PE, PMP

Principal-in-Charge & QA/QC Manager

YEARS AT ALTA

5 years

YEARS OF EXPERIENCE

26 years

EDUCATION

MBA, Management,
University of Oregon,
Lundquist College of
Business, 2004

BS, Civil Engineering,
University of California,
Berkeley, College of
Engineering, 1997

AREAS OF EXPERTISE

Quality control and
engineering oversight
Concept to construction
document development
Roadway design
Trail design
Safe Routes to School
design
ADA design
Alternative analysis

REGISTRATIONS

Professional Engineer: OR
(#71287); CA (#62795); WA
(#46173); CO (#0047410)

Project Management
Professional (PMP), Project
Management Institute

PROFESSIONAL HIGHLIGHTS

Metro Transportation Policy
Alternatives Committee,
Portland, OR, 2013-2017

Adrian is a Professional Engineer with over 26 years of experience in project management and active transportation design. Adrian is certified as a Project Management Professional (PMP) by the Project Management Institute and has gained a strong understanding of project management principles, methods, and techniques through his direct experience. He has worked for state and local agencies completing preliminary alignment analysis and cost estimating, final design, and construction documents for bicycle, and pedestrian safety improvement projects. He is known by clients for his high-quality work, excellent professional ethic, leadership skills, accountability, and decision-making capabilities. Adrian is fluent in Spanish and facilitates meetings in Spanish, translating technical information to help community members better understand project vision, objectives, benefits, and impacts.

Relevant Experience

CV Link Multi-Use Path, Coachella Valley, CA

As QA/QC and Project Manager, Adrian is providing task management, oversight, specifications, and cost estimating on design engineering services for the development of a 50-mile portion of the Coachella Valley's CV Link multi-use pathway, which is in the final engineering phase. CV Link will be an innovative, multimodal facility of national importance that connects communities in the Coachella Valley while providing significant environmental, health, wellness, and economic benefits.

City of Oakland Multi-Corridor Civil Design Services, CA

Adrian is the QA/QC Manager for the final design of approximately six miles of roadway within the City of Oakland. The project is on a tight timeline to accommodate the City's planned pavement rehabilitation schedule. For 73rd Avenue and Bancroft Avenue, Alta produced signing and striping plans, specifications, and estimates, and is currently providing construction support services. For High Street, Alta prepared a traffic analysis, developed recommendations including ADA compliant pedestrian refuge islands and curb ramp designs, and is currently providing full civil design for the traffic calming improvements. In addition, Alta is supporting the City to secure a Caltrans Encroachment permit for the project.

LA River Bike Path Gap Closure Project, CA

As QA/QC Manager, Adrian is responsible for task management, specifications, design parameters, and Spanish/English translation for public outreach for this project. This \$365M project—one of the largest active transportation trail projects in the country—will close an eight-mile gap in the path along the Los Angeles River (LA River) in downtown Los Angeles and Vernon. Once complete, the LA River Path will be a 32-mile continuous pathway for walking and biking from Long Beach to the San Fernando Valley, providing a world-class facility for Angelenos and the region.

City of Tualatin Moving Forward Bond Projects, OR

As Project Manager, Adrian prepared design guidelines and construction documents for five "Fast Track" bicycle and pedestrian safety improvement projects as part of a \$20 million capital program. The improvements included adding sidewalks, bike lanes, shared-use paths, pavement rehabilitation, as well as securing property easements. In addition to managing and leading design, Adrian was highly involved with the public outreach process, which included community art projects presented within the Spanish speaking community.



YEARS AT ALTA

4 years

YEARS OF EXPERIENCE

17 years

EDUCATION

BS, Civil Engineering,
Alabama Agricultural and
Mechanical University, 2007

AREAS OF EXPERTISE

Pedestrian ADA accessibility
design

Complete Streets design

Roadway design

LABOE permitting and
coordination - add for LA
pursuits

REGISTRATIONS

ENV SP, Envision
Sustainable Professional
QSD/P, Qualified SWPPP
Developer and Practitioner

PROFESSIONAL HIGHLIGHTS

2016 APWA Emerging
Leader Academy Graduate

2015 APWA SoCal Emerging
Leader Award Recipient

APWA: SoCal Chapter
President-Elect/Board
Member

APWA: SoCal Chapter Public
Works Institute Co-Chair

Vincent Hellens, Jr., ENV SP, QSD/P Project Manager

Vincent is experienced in managing and designing large and small public works infrastructure projects from planning and design through construction. His project management approach focuses on the needs of his clients while staying flexible and adaptable through the life of the project. He has delivered active transportation projects including pedestrian ADA improvements, Complete Streets, Class IV bikeways, trails, and roadway rehabilitations. Vincent is responsive and maintains an open line of communication with his clients which allows him to report progress, identify problems, assign priorities, receive feedback, and document progress. He delivers projects by providing purpose, clear direction, and motivation to the project team.

Relevant Experience

Connecting Coachella ATP Grant Support, CA

As Project Manager, Vincent led the team in delivering the preliminary engineering concept plans for the Connecting Coachella ATP grant application. Doing so required identifying right-of-way limits, configuring the proposed bikeways for the surrounding context and geometric constraints, designing safe transitions and crossings at intersections, laying out a pedestrian and bicyclist-friendly roundabout, and identifying amenity areas for shelters and other elements.

Atwood Multi-Purpose Trail, Placentia, CA

As Project Manager, Vincent is leading the Project Approval and Environmental Documentation phase of the 0.6 mile Atwood Multi-Purpose Trail. The multi-use trail will not only close gaps in Placentia's active transportation network, but will provide connection to the City of Anaheim's Class II bike facilities. Vincent is facilitating outreach and stakeholder coordination, managing the budget and design team, and coordinating with the environmental subconsultant and Caltrans Local Assistance.

Riverside Gage Canal Multi-Purpose Recreational Trail, CA

Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Vincent is serving as Project Manager.

CV Link Multi-Use Path, Coachella Valley, CA

Vincent is serving as Project Engineer for Alta's QA/QC and design management for construction of this pathway. This innovative multimodal facility connects nine cities and is 50 miles long. Alta developed recommendations for on-street segments at the highest design standard, and supporting infrastructure, including LSEV charging facilities.

City of Oakland Multi-Corridor Civil Design Services, CA

Vincent is serving as the Project Manager for final design of approximately six miles of roadway. For 73rd Avenue and Bancroft Avenue, Alta produced signing and striping PS&E and is currently providing construction support services. For High Street, Alta prepared a traffic analysis, developed recommendations, and is currently providing full civil design for traffic calming improvements. Vincent is overseeing the design team, providing budget/schedule control, and coordinating with the City.



YEARS AT ALTA

2 years

YEARS OF EXPERIENCE

23 years

EDUCATION

PhD, Civil (Transportation) Engineering, University of Texas, Austin, 2009

MS, Civil (Transportation) Engineering, University of Arizona, 2004

BS, Civil Engineering, University of Arizona, 2000

AREAS OF EXPERTISE

Bikeway design

Pedestrian facility design

Safety analyses and Vision Zero

REGISTRATIONS

Professional Engineer:

CA (#C81212), AZ (#72088), CO (#0051401), TX (#111025), MA (#53856), UT (#10288633-2202)

Envision Sustainability Professional, Institute for Sustainable Infrastructure, (#35642)

PROFESSIONAL AFFILIATIONS

Association of Pedestrian and Bicycle Professionals

Ashley Haire, PhD, PE, ENV SP

Assistant Project Manager

Ashley has extensive experience managing multimodal transportation projects from both the private and public sector perspectives. She is a national expert in bikeway design and has led the final design of one- and two-way Class I, II, III, and IV bikeways in California and across the US. Ashley specializes in the design and planning of balanced transportation networks that enhance mobility, improve sustainability, and prioritize safety for all users. Ashley has prepared engineering and planning documents for local and regional clients, developed state and federal guidance regarding integrated transportation systems.

Relevant Experience

Connecting Coachella ATP Grant Support, CA

Ashley prepared the preliminary engineering concept plans for the Connecting Coachella ATP grant application. Doing so required identifying right-of-way limits, configuring the proposed bikeways for the surrounding context and geometric constraints, designing safe transitions and crossings at intersections, laying out a pedestrian and bicyclist-friendly roundabout, and identifying amenity areas for shelters and other elements.

Parker Street to Addison Bikeway (AHSC Connected Berkeley), CA

As Project Manager, Ashley is leading the engineering design and public engagement for this project to design bike boulevard infrastructure, traffic circles, and closure of a sidewalk gap. A key challenge has been the design of a short section of two-way Class IV bikeway to compensate for an offset intersection crossing along the route. Ashley is working closely with City staff to develop safe solutions for bikeway transitions, integration with the larger bikeway network, and comfortable bikeway connections to local parks and other amenities.

Sunnyvale SNAIL Active Transportation Connectivity Improvements, CA

Ashley is Project Manager for this Cycle 3 ATP grant-funded project, which is designing pedestrian and bicyclist upgrades. She is overseeing the environmental process and PS&E development for sidewalk and bikeway improvements at multiple locations throughout the neighborhood, including bike lanes, curb extensions, ADA-compliant curb ramps, raised crosswalks, and HAWK devices.

Los Angeles River Valley Bikeway and Greenway Design, CA

Ashley served as a Design Engineer and Envision Lead for the San Fernando Valley portion of the Los Angeles River Greenway. Ashley advised on design details for bicycle and pedestrian safety, ADA compliance, and conformance with Caltrans design requirements. She also prepared the application for Platinum-level Envision sustainability certification for the project, which involved technical writing, diagramming, and document organization. In addition, she wrote two memoranda documenting the project's climate adaptation and resilience elements.

7th Street Class I Bikeway, Port of Oakland, CA

As Project Manager, Ashley oversaw the development of design alternatives for a Class I bikeway through the port to connect the Bay Bridge Bikeway into the City of Oakland. The design integrated the bikeway into a proposed elevated roadway alignment to connect future (now existing) Class IV bikeways beneath an existing railroad crossing and the I-880 freeway to existing Class II bike lanes. Maximizing safety and connectivity for the bikeway required close attention to interactions between bicyclists and freight operations and complex transitions at intersection changes.



Markos Legesse, PE

Associate Engineer

YEARS AT ALTA

4 years

YEARS OF EXPERIENCE

10 years

EDUCATION

MS, Structural Engineering,
University of Southern
California, 2014

BS, Civil Engineering,
Loyola Marymount
University, 2012

AREAS OF EXPERTISE

Transportation planning and
engineering

Curb ramp design

Cost estimating

Utility coordination

REGISTRATIONS

Professional Civil Engineer:
CA (#88152)

PROFESSIONAL HIGHLIGHTS

Board Member, LA Walks

Member, American Public
Works Association

Member, City and County
Engineers Association

Markos is a Civil Engineer whose diversified engineering experience includes curb ramp design, sewer design, cost estimating, alternatives development, utility coordination, and program management. Through his tenure with the City of Los Angeles, Markos brings a strong understanding of public agency needs and procedures, which he leverages to bring success to his projects. His project management approach emphasizes the importance of interfacing with clients, constituents, and stakeholders on technical components and processes.

Relevant Experience

LA River Bike Path Gap Closure Project, CA

This \$365 million project—one of the largest active transportation trail projects in the country—will close an eight-mile gap in the bike path along the Los Angeles River. Alta is leading design development, assisting with the CEQA/NEPA process, developing construction documents, supporting Army Corps and local agency permitting, and providing construction support. As an Associate Engineer on the project, Markos is supporting construction document development.

Riverside Gage Canal Multi-Purpose Recreational Trail, CA

Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Markos is serving as an Associate Engineer on the project.

CV Link Multi-Use Path, Coachella Valley, CA

Markos is serving as an Associate Engineer for QA/QC and design management for construction of this regional pathway in the Coachella Valley. This innovative multimodal facility connects nine cities and is 50 miles long. Alta developed recommendations for on-street segments at the highest design standard, and supporting infrastructure, including LSEV charging facilities.

La Ballona Elementary School Protected Bike Lane and Safe Routes to School Project, Culver City, CA

Alta led conceptual design, outreach, and preparation of construction documents for Culver city's first separated bikeway on Elenda Street, as well as neighborhood improvements to create Safe Routes to La Ballona Elementary School. The separated bikeway design includes parking and traffic analysis, streetscape and pedestrian lighting, striping, and bicycle signal design. Markos was an Associate Engineer on the project.

Victorville Mojave Riverwalk, CA

Alta managed final design PS&E for a four-mile segment of multi-use trail along the Mojave River, as well as a seven-mile on-street network that is a mix of Class II and III bike lanes, looping through Old Town Victorville. The result is a seamless shared-use path along the Mojave River levee with functional connections from local streets to the path. Markos served as Associate Engineer on this project.



Matt Fralick, PE, PTOE

Traffic Engineer

YEARS AT ALTA

4 years

YEARS OF EXPERIENCE

13 years

EDUCATION

BS, Civil Engineering,
Georgia Institute of
Technology, 2011

AREAS OF EXPERTISE

Multimodal design
Signal design
Signing and striping
Traffic studies
Safety analysis

REGISTRATIONS

Professional Traffic
Operations Engineer (#4941)
Professional Engineer:
CO (#0055226)

Matt is a Civil Engineer with 13 years of experience in the transportation sector. He specializes in traffic signal design and operations, operational analysis, safety analysis, signing and striping, traffic studies, and ITS design, with extensive hands-on experience managing and maintaining traffic signals and ITS components. Matt regularly develops PS&E packages for projects in Colorado. He works closely with clients and contractors on design build projects for multimodal improvements that enhance the safety and comfort of all modes.

Relevant Experience

CV Link Multi-Use Path, Coachella Valley, CA

The CV Link is a multimodal facility that will connect nine cities in the Coachella Valley through on- and off-street shared use facilities. In order to provide safe crossings for all users, Matt designed multiple retrofits to several traffic signals that the Coachella Valley Regional Trail crosses. Alta is serving as the engineering lead and providing project management, civil engineering, and site design services.

Class IV Two-Way Cycle Track, Esplanade Corridor, Chico, CA

In a fatal flaw and traffic analysis conducted for a proposed two-way separated bikeway, Matt developed the Synchro model used to analyze the operations of a bike signal and wrote the traffic analysis memo outlining the findings. The cycle track is being constructed in an abandoned street car easement down the east median on the multi-way boulevard known as Esplanade. Alta developed four intersection design strategies supported by the necessary signal requirements in a first memo to the City. The preferred alternative was selected and Alta progressed into full traffic analysis of the signalized intersections along the corridor. Construction began in 2021.

La Ballona Elementary Protected Bike Lane and Safe Routes to School Project, Culver City, CA

Matt designed Pedestrian Hybrid Beacons improvements at two intersections along this separated bikeway and traffic signal modifications at five intersections. . Alta is leading the conceptual design, outreach, and preparation of construction documents, as well as neighborhood improvements to create Safe Routes to La Ballona Elementary School. The separated bikeway design includes parking and traffic analysis, streetscape and pedestrian lighting, striping, and bicycle signal design at two major boulevards. The neighborhood greenway improvements include curb extensions with green infrastructure, raised crosswalks, and streetscape improvements. This project has federal funding through Caltrans and Alta is assisting the City with Caltrans Local Assistance Project Manual protocols.

Sherman Way Streetscape Improvements, Los Angeles, CA

Matt designed signal improvements along Sherman Way and aided in the design of a pedestrian hybrid beacon and updated traffic signal to allow for pedestrian improvements. A key component of the envisioned corridor environment is a protected bike lane facility that will provide accessibility and connectivity to residents of the Reseda neighborhood as well as patrons of and visitors to the corridor.



James Powell, PLA, ASLA

Landscape Architect

YEARS AT ALTA

10 years

YEARS OF EXPERIENCE

22 years

EDUCATION

Master of Landscape Architecture, California State Polytechnic University, Pomona, 2013

BA, Humanities, New College of Florida, 2001

AREAS OF EXPERTISE

Streetscape design
Trail design
Complete Streets
Landscape design

REGISTRATIONS

Professional Landscape Architect:
CA (#6416)

PROFESSIONAL HIGHLIGHTS

Session Chair: 2021 CA Trails and Greenways Conference: Multi-Benefit Neighborhood Greenways

Presenter: 2020 Rain or Shine —Soaking Up Success—Council for Watershed Health

Session Chair: 2018 CA Trails and Greenways Conference: Data-Driven Trail Prioritization

James brings a wide range of solutions to his work, drawing upon experience managing and leading design processes in a variety of settings. These include trail master plans from local to regional scales, trail design services from grant writing and feasibility through Plans, Specifications, and Estimates (PS&E), construction support, Complete Streets and streetscape design, corridor planning, and implementation plans. His recent projects have included green infrastructure and protected bikeway design, trail prioritization modeling, facility evaluation frameworks, and landscape designs for streetscapes, medians, and trailheads. James has hands-on experience coordinating subconsultants from a variety of disciplines, as well as with the project management, design, and analysis tools.

Relevant Experience

Riverside Gage Canal Multi-Purpose Recreational Trail, CA

Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. James is serving as Landscape Architect and Assistant Project Manager.

Mojave Riverwalk, Victorville, CA

The City of Victorville selected Alta as the lead design firm to create a master plan and oversee the environmental assessment work for this pristine and highly sensitive riparian corridor. After completing the Master Plan phase, Alta managed the trail environmental assessment work and authored a Caltrans Active Transportation Program (ATP) Grant Application effort for this project. Alta then managed final design PS&E for a four-mile segment of multi-use trail along the Mojave River, as well as a seven-mile on-street network that is a mix of Class II and III bike lanes, looping through Old Town Victorville. James served as the Lead Designer and Assistant Project Manager.

Fort Ord Regional Trail and Greenway (FORTAG), Monterey County, CA

FORTAG is a 24-mile regional Class I bikeway that connects the cities of Del Rey Oaks, Marina, Seaside, and Monterey with CSU Monterey Bay, the former Fort Ord site, the future Fort Ord National Monument, and the Monterey Bay Scenic Sanctuary Trail. As Assistant Project Manager and Design Lead, James helped evaluate feasibility and created concept designs for the trail. This included wayfinding and branding recommendations, materials, amenities, trailhead and viewpoint design, implementation steps, and future grant assistance.

Castaic Multi-Use Trails Master Plan, Los Angeles County, CA

Alta developed a Multi-Use Trails Master Plan for the County of Los Angeles Department of Parks and Recreation. The study area encompasses approximately 76 square miles in the Castaic area and will guide future trail development. The plan recommends improvements to existing trails and provides trail users and local populations with seamless transitions to trails in adjacent jurisdictions and prime destinations within and adjacent to the study area. James was the Lead Designer on the project.



Daniela Vazquez, EIT

Engineering Designer

YEARS AT ALTA

1 year

YEARS OF EXPERIENCE

3 years

AREAS OF EXPERTISE

Bilingual outreach
Multimodal engineering
Complete Streets

REGISTRATIONS

Engineer-In-Training, CA
(#167099)

Daniela is a Transportation Engineer with experience working on curb extension and curb ramp design, cost estimating, and the design of bicycle and pedestrian facilities. Daniela worked at HNTB for two years on various Caltrans Task Orders. She designed over 100 curb ramps, produced estimates, and worked on draft and final project reports. Prior to joining Alta, Daniela worked for the San Luis Obispo Air Pollution Control District, translating documents and performing bilingual outreach in the community. Daniela grew up in Orange County and speaks and writes Spanish fluently.

Relevant Experience

- **CV Link Multi-Use Path, Coachella Valley, CA | Engineer**
- **28th Ave Bike Boulevard Design, San Mateo, CA | Engineer**
- **Fort Ord Regional Trail and Greenway (FORTAG), Monterey County, CA | Engineer**
- **LA River Bike Path Gap Closure Project, CA | Engineer**



Talia Agazaryan, EIT, ENV SP

Engineering Designer

YEARS AT ALTA

4 years

YEARS OF EXPERIENCE

5 years

AREAS OF EXPERTISE

Multimodal roadway design
Complete Street design

REGISTRATIONS

Engineer-In-Training:
(#166715)

Envision Sustainability
Professional

Talia is an Engineer whose project experience includes roadway rehabilitation, curb ramp design, cost estimating, field work, and utility coordination. She has experience in land development and worked on various roadway improvement and bike share expansion projects while working for the Transportation Department at the University of California, Irvine. She is also familiar with various roadway design guidelines and standards including local, state, and federal publications.

Relevant Experience

- **CV Link Multi-Use Path, Coachella Valley, CA | Engineer**
- **Gage Canal Multi-Purpose Recreational Trail, Riverside, CA | Engineer**
- **LA River Bike Path Gap Closure Project, CA | Engineer**
- **Pedestrian and Bicycle Safety Improvements for Ojai Avenue/SR 150 and Maricopa Highway/SR 33, Ojai, CA | Engineer**
- **Parkway-Denholm Traffic Calming and Class IV Bikeway, El Monte, CA**



Samantha Hernandez

Landscape Designer

YEARS AT ALTA

3 years

YEARS OF EXPERIENCE

5 years

AREAS OF EXPERTISE

Sustainable landscape design

Streetscapes and trail design

Complete Streets design

Corridor design

Sam is a Landscape Designer with Alta. Her passion is serving people with designs that have purpose and reason behind them. She served as Vice President for The ASLA Student Chapter at Cal Poly Pomona, fulfilling executive duties and overseeing decisions that provide students with opportunities to improve their skills and experience the professional world of landscape architecture.

Relevant Experience

- **LADOT Sherman Way Streetscape Improvements, Los Angeles, CA | Designer**
- **Gage Canal Multi-Purpose Recreational Trail, Riverside, CA | Designer**
- **Arrow Highway Multimodal Corridor Plan and Demonstration Project, San Gabriel Valley, CA | Designer**
- **Pacific Electric Trail Expansion Feasibility Study, Rialto, CA | Designer**



Joe Paull, EIT

Associate Engineer

YEARS AT ALTA

8 years

YEARS OF EXPERIENCE

9 years

AREAS OF EXPERTISE

Traffic and civil engineering

Signing and striping

Access planning and design

Construction inspection

Joe's experience includes a combination of civil engineering, traffic engineering, and transportation design. His knowledge of construction inspection also grants him a unique insight into the value of constructability of engineering solutions. He provides civil and traffic engineering support for projects ranging from access planning for pedestrians, bicyclists and people with disabilities; road diet assessments and concept development; traffic impact studies; parking impact evaluations and mitigations; area-wide master planning; and trail feasibility studies.

Relevant Experience

- **14th Avenue Streetscape Project, Oakland, CA | Assistant Project Manager**
- **28th Avenue Bicycle Boulevard Design, San Mateo, CA | Engineer**
- **Arrow Highway Multimodal Corridor Plan and Demonstration Project, San Gabriel Valley, CA | Engineer**
- **La Ballona Elementary School Protected Bike Lane and Safe Routes to School Project, Culver City, CA | Engineering Designer**

REGISTRATIONS

Engineer-in-Training:
(#092525)



Nicole Sauviat Criste, APA

CEQA Project Manager

YEARS AT TERRA NOVA

38 years

YEARS OF EXPERIENCE

38 years

REGISTRATION

American Planning
Association: CA
(APA ID# 202825)

AREAS OF EXPERTISE

CEQA & NEPA document
preparation
Tribal consultation

Nicole joined Terra Nova in 1985, coming from a career in publishing, marketing, market research and analysis. She manages the firm's current planning team, including the preparation of Initial Studies, Environmental Impact Reports and other CEQA documents for the firm's public and private sector clients. In the City of Coachella, she most recently managed the preparation of the Initial Study for the City's Housing Element Update, and two Exemption Memoranda for City-sponsored General Plan Amendments.

Nicole has prepared CEQA and NEPA documents for a broad range of projects, ranging from Initial Studies for residential subdivisions to the 6,000 acre North Apple Valley Industrial Specific Plan EIR. She manages a team of highly skilled planners and technical specialists who assure comprehensive analysis and thorough research into each project, resulting in complete, highly defensible documents for all of the cities in the Coachella Valley.

Relevant Experience

- **North Apple Valley Industrial Specific Plan Environmental Impact Review, CA | Project Manager**
- **La Quinta and Apple Valley General Plans, La Quinta, CA | Project Manager**
- **Palm Springs Museum Market Plaza Specific Plan | Project Manager**



Kelly Clark, APA

Environmental Planner



YEARS AT TERRA NOVA

12 years

YEARS OF EXPERIENCE

12 years

REGISTRATION

American Planning
Association: CA
(APA ID #320802)

EXPERTISE

CEQA Research and
Documentation
Air Quality and GHG
Analysis

Kelly joined Terra Nova in 2011. She is a graduate of the University of California, Berkeley with a Bachelor of Science degree in Conservation and Resource Studies. Kelly's coursework emphasized sustainable urban development, environmental policy and community design.

Relevant Experience

Kelly has authored the original and two updates to the award-winning Apple Valley Climate Action Plan and other similar projects. She has also provided research and analysis required for CEQA and NEPA documents for various development projects throughout the Coachella Valley. She contributed to the preparation of the College of the Desert Indio Educational Center EIR and expansion Mitigated Negative Declaration.

Kelly has authored several Specific Plans and their accompanying CEQA documents, including the Citrus Plaza and Ventana Specific Plans in the City of Indio. The latter required an EIR, for which she was the primary author.



Dominique Camps, APA

Environmental Planner

YEARS AT TERRA NOVA

1 year

YEARS OF EXPERIENCE

22 years

REGISTRATION

American Planning Association: (APA ID #406241)

EXPERTISE

CEQA research and documentation

Dominique has been with Terra Nova since 2022. She holds a Master of City Planning degree from the University of Manitoba, and a Bachelor of Fine Art degree in Art History and Studio Art from Concordia University in Montreal, Canada.

Prior to joining Terra Nova, Dominique worked for Open North in Canada, researching open data options for small cities. Her work included data collection, surveys, interviews and document drafting for an initiative aimed at improving transparency and access at the municipal level.

Relevant Experience

Since joining Terra Nova, Dominique has worked on various CEQA documents, as well as research and documentation of air quality and GHG modeling and statistical analysis for land use projects throughout the Coachella Valley. She is a thorough and skilled researcher, and has drafted Initial Studies for commercial projects in Desert Hot Springs, La Quinta and Apple Valley, as well as assisting in the preparation of two EIRs, one in Thermal and one in Apple Valley.

COAST SURVEYING, INC.



Ruel del Castillo, PLS

Survey Manager

YEARS AT COAST

41 years

YEARS OF EXPERIENCE

58 years

REGISTRATION

Professional Land Surveyor: California, No. 4212

AREAS OF EXPERTISE

Large survey projects
Right-of-way and boundary analysis

Ruel has 58 years of experience managing field and office operations for all phases of surveying and mapping services. He has hands-on knowledge of various land surveying services, including right-of-way and boundary surveys and analysis, GPS surveys, topographic surveys, utility location surveys, large-scale aerial and geodetic control, and monitoring quantities.

Relevant Experience

- **SR-55 PR/ED Orange County, CA | Survey Manager**
- **I-5 HOV Improvement Project (between SR-55 and SR-57) PS&E Orange County, CA | Survey Manager**
- **I-5 Improvement Project (I-405 to SR-55) PR/ED, Orange County, CA | Survey Manager**



Kurt Hoehn, PLS

Project Surveyor

YEARS AT COAST

3 years

YEARS OF EXPERIENCE

47 years

REGISTRATION

Professional Land Surveyor:
CA (#4874)

AREAS OF EXPERTISE

Project Coordination &
Management
Transportation Mapping
Projects
Boundary Analysis & Record
Mapping
ALTA Surveys

Kurt has over 40 years of experience as a project surveyor, survey manager, party chief, and survey company owner. He has considerable knowledge of Southern California, having done land development, public works, and transportation projects. His diverse skill set includes performing many types of surveying, including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right-of-way surveys, monitoring surveys, and construction layouts. In addition, Kurt has extensive experience in the data collection, makeup, and generation of all types of Survey Record Maps (Tract Maps, Parcel Maps, Records of Survey, and Topographic) and the generation of ALTA Surveys.

Relevant Experience

- **Dominguez Channel Bike Path, Carson, CA | Project Surveyor**
- **PS&E for Bike Lanes, Project Nos. 1451 and 1452, Carson, CA | Project Surveyor**
- **Gage Canal Multi-use Trail, Riverside, CA | Project Surveyor**
- **Sister Cities Trail Project, La Canada Flintridge, CA | Project Surveyor**

Subconsultant Memorandum

Tera Nova Planning & Research, Inc.



TERRA NOVA PLANNING & RESEARCH, INC.®

February 22, 2023

Andrew Simmons, P.E., City engineer
City of Coachella
43990 Enterprise Way
Coachella, CA 92236

RE: Connect Coachella – Commitment Letter

Dear Mr. Simmons:

Terra Nova Planning & Research is pleased to submit this commitment letter for the preparation of an Initial Study, as described in the City's Request for Proposals (City project No. ST-138). Terra Nova is uniquely qualified to assist the City in this important project.

- We prepared the Annexation Study for the City in 2018.
- We are extremely familiar with the City's current Sphere of Influence and surrounding areas.
- We prepared fiscal analysis for the Acrisure arena and its surrounding Specific Plan for the City of Palm Desert at the time the arena was proposed.
- We have prepared annexation studies, fiscal impact analyses, plans of services and annexation applications for a broad range of annexations in Riverside and San Bernardino counties.

The contact person for Terra Nova through the **proposal** process is Nicole Sauviat Criste. I will also be the City's prime contact, should we be selected for this project. I can be reached at 760-341-4800, or by email at ncriste@terranovaplanning.com.

Terra Nova has the resources and staff to complete the work requested, is currently meeting the City's insurance requirements, and will continue to do so.

We look forward to having the opportunity to discuss our thoughts with you further. If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Nicole Sauviat Criste
Principal

42635 MELANIE PLACE, SUITE 101, PALM DESERT, CA 92211 (760) 341-4800

Subconsultant Memorandum

Coast Surveying, Inc.

COAST SURVEYING, INC.

15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780-6527 • (714) 918-6266 • FAX (714) 918-6277

February 24, 2023

Andrew Simmons, P.E., City Engineer
City of Coachella
43990 Enterprise Way
Coachella, CA 92236

RE: Connect Coachella – Commitment Letter

Dear Mr. Simmons:

Coast Surveying is pleased to submit this commitment letter for Surveying and Aerial Mapping. Coast Surveying is uniquely qualified to assist the City in this important project.

- Over 42 Years of Surveying and Aerial Mapping experience in Southern California.
- 90% of our work is for Public Agencies.
- Coast currently has Surveying contracts with the Cities of Newport Beach, Yorba Linda, Santa Fe Springs, Buena Park, Eastvale, Anaheim, and Irvine, the County of Orange, Yorba Linda Water District, El Toro Water District, and the SBV Water Conservation District.

The contact person for Coast through the proposal process is Ruel del Castillo. I will also be the City's prime contact, should we be selected for this project. I can be reached at (714) 918-6266, or by email at ruel.delcastillo@coastsurvey.com.

Coast has the resources and staff to complete the work requested, is currently meeting the City's insurance requirements, and will continue to do so.

We look forward to having the opportunity to discuss our thoughts with you further. If you have any questions or require additional information, please feel free to contact me.

Sincerely,



Ruel del Castillo
President

Licenses and Registrations for Key Staff

Adrian Esteban

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 62795

NAME: ESTEBAN, ADRIAN
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
1530 NE 48TH AVE
PORTLAND OR 97213
OUT OF STATE COUNTY

ISSUANCE DATE

JANUARY 25, 2002

EXPIRATION DATE

JUNE 30, 2024

CURRENT DATE / TIME

NOVEMBER 17, 2022
2:20:21 PM

Professional Engineering License, Civil Engineering; CA (#62795)



Project Management Professional (PMP)



Environ Sustainability Professional (ENV SP)

Ashley Haire



ENVIION

ASHLEY HAIRE

ENVIION SUSTAINABILITY PROFESSIONAL

Has received the Envision Sustainability Professional credential upon successful completion of the requisite training and exam.

Apr 03, 2020
Issued On

Apr 03, 2023
Valid Through




Anthony D. Kane, President and CEO
Institute for Sustainable Infrastructure



#34967

Environ Sustainability Professional (ENV SP), #35642



STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS**



This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of the Business and Professions Code

Ashley Haire

IS DULY LICENSED AS A
PROFESSIONAL ENGINEER
IN
Civil Engineering

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

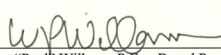
Certificate No. **C 81212**

This 29th day of May, 2013, at Sacramento, California.

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS




Richard B. Moore, P.L.S. – Executive Officer



William "Paul" Wilburn, P.E. – Board President

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA. IN THE EVENT OF ITS SUSPENSION, REVOCATION, OR INVALIDATION FOR ANY REASON IT MUST, UPON DEMAND, BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS.

Professional Engineer (PE) License #C81212, CA

EXHIBIT "B"
SCHEDULE OF SERVICES

Project Start Date: March 8, 2023
Completion Date: June 30, 2024

EXHIBIT "C"

COMPENSATION

Not to Exceed \$240,225.00



CITY PROJECT NO. ST-138

Connect Coachella Preparation of Environmental Services for CEQA

City of Coachella

FEBRUARY 28, 2023

NO. 2 COST PROPOSAL
PREPARED BY ALTA PLANNING + DESIGN, INC.

IN ASSOCIATION WITH
TERRA NOVA PLANNING & RESEARCH, INC.
COAST SURVEYING, INC.

Page 121

alta

Cost and Price Proposal

TASK	Alta Planning + Design, Inc.										Coast Surveying, Inc	Terra Nova Planning & Research, Inc.	Total Task Hours	Total Task Fee
	Principal in Charge	Project Manager	Assistant Project Manager	Project Engineer	Landscape Architect	Engineering Designer	Engineering Designer	Landscape Designer	Admin					
	Adrian Esteban, PE	Vincent Hellens, ENV SP	Ashley Haire, PE	Markos Legesse, PE/ Joe Paull, EIT	James Powell, PLA, ASLA	Daniela Vazquez, EIT/ Talia Agazaryan, EIT	John Boucher	Samantha Hernandez	Staff					
	2023 Hourly Rates*													
Task 1 - Project Administration	4	22	10	0	0	1	0	0	8			45	\$19,005	
1.1 Project Administration and Management	4	22	10			1			8		\$7,800	45	\$19,005	
Task 2 - Preliminary Engineering	12	34	28	20	18	58	109	164	0			443	\$163,405	
2.1 Research and Data Collection			4			4	4	4			\$2,300	16	\$5,080	
2.2 Aerial Photogrammetric Mapping and Boundary Survey				2		2	2				\$87,535	6	\$88,535	
2.3 Field Investigation		4				4		4				12	\$2,300	
2.4 Utility and Stakeholder Coordination		6	4	2	2			16				30	\$5,630	
2.5 Limited Hydrology Study and BMP Recommendation Memorandum	2	2		8								12	\$2,680	
2.6 Draft/ Final 50% Design Plans and Preliminary Opinion of Probable Construction Cost	6	8	12	8	8	40	80	120				282	\$42,940	
2.7 Draft/ Final Preliminary Engineering Report	4	14	8		8	8	23	20				85	\$16,240	
Task 3 - Environmental	0	24	0	0	0	0	0	0	0			24	\$51,440	
3.1 Project Description		4									\$3,900	4	\$5,060	
3.2 Cultural Resources Analysis		4									\$14,190	4	\$15,350	
3.3 Biological Resources Analysis		4									\$10,190	4	\$11,350	
3.4 Tribal Consultation		2									\$2,600	2	\$3,180	
3.5 Air Quality & GHG Analysis		4									\$3,200	4	\$4,360	
3.6 Initial Study		2									\$8,400	2	\$8,980	
3.7 CEQA Notices		2									\$1,000	2	\$1,580	
3.8 CEQA Hearings		2									\$1,000	2	\$1,580	
Staff Hours	16	80	38	20	18	59	109	164	8			512		
Labor Total	\$4,320	\$23,200	\$10,260	\$3,900	\$4,500	\$9,735	\$15,260	\$19,680	\$880	\$87,535	\$54,580		\$233,850	
Reimbursable Expenses											\$4,875		\$6,375	
Total													\$240,225	

GENERAL NOTES:

- * Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.
- * Hourly rates are for 2023, and will be adjusted as work continues into subsequent year(s).

Page intentionally left blank for printing purposes.



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve a budget allocation of \$10,000, to add a new special event to the 2023 event calendar to recognize migrant farmworkers in recognition of Cesar Chavez Day.

STAFF RECOMMENDATION:

Approve a budget allocation of \$10,000, to add a new special event to the 2023 event calendar to recognize migrant farmworkers in recognition of Cesar Chavez Day.

EXECUTIVE SUMMARY:

March 31st is a federal commemorative holiday as well as a city recognized holiday, which honors the legacy of the American labor rights hero, Cesar Chavez. His grandson and Executive Director of the National Chavez Center, Andres Chavez, will be in Coachella on March 29th.

Mr. Andres Chavez is interested in representing the National Chavez Foundation in Coachella. To accommodate an opportunity for him to address the community staff is requesting authorization to allocate \$10,000 for a small event that will host Mr. Andres Chavez as a keynote speaker on Wednesday, March 29 from 5:30pm-7:30pm at the Coachella Library Park. Additionally, the event would also feature free food and mariachis. The requested allocation of \$10,000 would fund the following costs: food vendor, mariachis, audio and sound.

FISCAL IMPACT:

If supported the event costs would require an allocation of \$10,000 from undesignated general fund reserves.

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115802	3/8/2023	54992	AGUILAR, MARIA	Ref000232618	2/16/2023	UB Refund Cst #00051093	95.61	95.61
115803	3/8/2023	54993	ARANA, TOMAS	Ref000232619	2/16/2023	UB Refund Cst #00051451	39.58	39.58
115804	3/8/2023	55019	CHEYSADAWOOT, NUTTHAN	Ref000232661	2/16/2023	UB Refund Cst #00055495	21.27	21.27
115805	3/8/2023	54991	DIAZ, LINDA J	Ref000232617	2/16/2023	UB Refund Cst #00002866	100.00	100.00
115806	3/8/2023	54947	DR HORTON	Ref000232643	2/16/2023	UB Refund Cst #00055440	21.30	21.30
115807	3/8/2023	54948	DR HORTON	Ref000232660	2/16/2023	UB Refund Cst #00055466	15.30	15.30
115808	3/8/2023	54964	DR HORTON	Ref000232642	2/16/2023	UB Refund Cst #00055439	22.80	22.80
115809	3/8/2023	54965	DR HORTON	Ref000232647	2/16/2023	UB Refund Cst #00055448	0.57	0.57
115810	3/8/2023	54966	DR HORTON	Ref000232650	2/16/2023	UB Refund Cst #00055453	17.38	17.38
115811	3/8/2023	54967	DR HORTON	Ref000232654	2/16/2023	UB Refund Cst #00055457	16.80	16.80
115812	3/8/2023	54968	DR HORTON	Ref000232657	2/16/2023	UB Refund Cst #00055463	19.80	19.80
115813	3/8/2023	54969	DR HORTON	Ref000232659	2/16/2023	UB Refund Cst #00055465	21.30	21.30
115814	3/8/2023	55008	DR HORTON	Ref000232644	2/16/2023	UB Refund Cst #00055445	73.63	73.63
115815	3/8/2023	55009	DR HORTON	Ref000232645	2/16/2023	UB Refund Cst #00055446	77.08	77.08
115816	3/8/2023	55010	DR HORTON	Ref000232646	2/16/2023	UB Refund Cst #00055447	57.09	57.09
115817	3/8/2023	55011	DR HORTON	Ref000232648	2/16/2023	UB Refund Cst #00055449	71.90	71.90
115818	3/8/2023	55012	DR HORTON	Ref000232649	2/16/2023	UB Refund Cst #00055451	92.24	92.24
115819	3/8/2023	55013	DR HORTON	Ref000232651	2/16/2023	UB Refund Cst #00055454	94.54	94.54
115820	3/8/2023	55014	DR HORTON	Ref000232652	2/16/2023	UB Refund Cst #00055455	25.52	25.52
115821	3/8/2023	55015	DR HORTON	Ref000232653	2/16/2023	UB Refund Cst #00055456	82.31	82.31
115822	3/8/2023	55016	DR HORTON	Ref000232655	2/16/2023	UB Refund Cst #00055458	92.24	92.24
115823	3/8/2023	55017	DR HORTON	Ref000232656	2/16/2023	UB Refund Cst #00055461	84.25	84.25
115824	3/8/2023	55018	DR HORTON	Ref000232658	2/16/2023	UB Refund Cst #00055464	88.16	88.16
115825	3/8/2023	54997	GARRETT, RHEA	Ref000232623	2/16/2023	UB Refund Cst #00054649	79.97	79.97
115826	3/8/2023	54995	MUNOZ, YARA	Ref000232621	2/16/2023	UB Refund Cst #00054154	265.86	265.86
115827	3/8/2023	54941	PULTE GROUP INC	Ref000232624	2/16/2023	UB Refund Cst #00054685	47.22	47.22
115828	3/8/2023	54942	PULTE GROUP INC	Ref000232628	2/16/2023	UB Refund Cst #00054706	3.87	3.87
115829	3/8/2023	54943	PULTE GROUP INC	Ref000232629	2/16/2023	UB Refund Cst #00054707	19.83	19.83
115830	3/8/2023	54944	PULTE GROUP INC	Ref000232630	2/16/2023	UB Refund Cst #00054708	26.01	26.01
115831	3/8/2023	54955	PULTE GROUP INC	Ref000232626	2/16/2023	UB Refund Cst #00054700	41.07	41.07
115832	3/8/2023	54959	PULTE GROUP INC	Ref000232634	2/16/2023	UB Refund Cst #00055267	71.90	71.90
115833	3/8/2023	54960	PULTE GROUP INC	Ref000232635	2/16/2023	UB Refund Cst #00055270	12.25	12.25
115834	3/8/2023	54961	PULTE GROUP INC	Ref000232636	2/16/2023	UB Refund Cst #00055275	3.62	3.62
115835	3/8/2023	54994	PULTE GROUP INC	Ref000232620	2/16/2023	UB Refund Cst #00052686	5.27	5.27

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115836	3/8/2023	54996	PULTE GROUP INC	Ref000232622	2/16/2023	UB Refund Cst #00054192	168.56	168.56
115837	3/8/2023	54998	PULTE GROUP INC	Ref000232625	2/16/2023	UB Refund Cst #00054686	88.86	88.86
115838	3/8/2023	54999	PULTE GROUP INC	Ref000232627	2/16/2023	UB Refund Cst #00054701	100.59	100.59
115839	3/8/2023	55000	PULTE GROUP INC	Ref000232631	2/16/2023	UB Refund Cst #00055260	120.45	120.45
115840	3/8/2023	55001	PULTE GROUP INC	Ref000232632	2/16/2023	UB Refund Cst #00055262	138.98	138.98
115841	3/8/2023	55002	PULTE GROUP INC	Ref000232633	2/16/2023	UB Refund Cst #00055266	49.84	49.84
115842	3/8/2023	55003	PULTE GROUP INC	Ref000232637	2/16/2023	UB Refund Cst #00055278	57.81	57.81
115843	3/8/2023	55005	PULTE GROUP INC	Ref000232639	2/16/2023	UB Refund Cst #00055352	66.02	66.02
115844	3/8/2023	55006	PULTE GROUP INC	Ref000232640	2/16/2023	UB Refund Cst #00055370	63.19	63.19
115845	3/8/2023	55007	PULTE GROUP INC	Ref000232641	2/16/2023	UB Refund Cst #00055373	73.60	73.60
115846	3/8/2023	55004	REGALADO, VICTOR	Ref000232638	2/16/2023	UB Refund Cst #00055312	70.44	70.44
Sub total for WELLS FARGO BANK:							2,805.88	

45 checks in this report.

Grand Total All Checks: 2,805.88

Date: March 8, 2023



Interim Finance Director: William B. Pattison



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1205	3/8/2023	54859	AMAZON CAPITAL SERVICES,	16JW-RV3X-DLI	2/9/2023	LOGITECH MX MASTER 3S- V	108.74
				1N37-1RVP-479	2/22/2023	PROCASE KEYBOARD CASE	69.58
				1RLF-9TPM-16M	2/22/2023	VOCOPRO WIRELESS MICRC	828.16
				1P6P-C1R1-1M	2/16/2023	256GB TURBO ATTACHE 3 US	40.42
							1,046.90
1206	3/8/2023	53291	ANGENIOUS ENGINEERING	19-07A-027	1/31/2023	PE1/31 AVE 50 BRIDGE	79,728.86
				19-07B-023	1/31/2023	PE1/31 SR-86/AVE50 INTERCI	1,515.95
							81,244.81
1207	3/8/2023	53958	ATLAS TECHNICAL	2342	2/15/2023	PE12/30 MATERIAL TSTNG @	4,129.00
				2339	2/15/2023	PE12/30 MATERIAL TSTNG @	915.50
				2340	2/15/2023	PE12/30 MATERIAL TSTNG @	706.00
				2337	2/15/2023	PE12/30 PUEBLO VIEJO SUS	456.00
							6,206.50
1208	3/8/2023	45929	BECK OIL, INC.	60952CL	2/15/2023	PE2/15 GRAFFITI DEPT FUEL	289.75
				60525CL	1/30/2023	PE1/30 ENG DEPT FUEL	170.60
				60527CL	1/30/2023	PE1/30 LLMD DEPT FUEL	188.77
				60531CL	1/30/2023	PE1/30 STREETS DEPT FUEL	1,190.80
				60533CL	1/30/2023	PE1/30 WATER DEPT FUEL	751.72
				60536CL	1/30/2023	PE1/30 PARKS DEPT FUEL	211.10
				60553CL	1/30/2023	PE1/30 VEHICLE MAINT DEPT	280.54
				60554CL	1/30/2023	PE1/30 SENIOR CNTR FUEL	390.03
				60563CL	1/30/2023	PE1/30 CODE ENF DEPT FUE	285.26
				60574CL	1/30/2023	PE1/30 SANITARY DEPT FUEL	1,402.02
				60580CL	1/30/2023	PE1/30 BLDG MAINT DEPT FL	182.20
				60581CL	1/30/2023	PE1/30 ADMIN DEPT FUEL	235.66
				Testing	2/6/2023	FUEL AND ANALYSIS TESTING	388.00
				532828	2/13/2023	DYED CARB ULS DIESEL	1,252.36
							7,218.81
1209	3/8/2023	49486	BRC CONSTRUCTION	202310021	1/31/2023	RPR'D FENCE/RPLC'D POST	9,000.00
				202310023	2/4/2023	INSTLL'D FENCE @ DIST 33	14,650.00
				202310026	2/4/2023	RPR'D FENCE PICKETS @ DI	166.00
				202310027	2/4/2023	INSTLL'D MONUMENT SIGN @	150.00
				202310028	2/8/2023	RPLC'D MEMORIAL TILE @ VI	373.00
				202310024	2/4/2023	INSTLL'D FENCE @ DIST 33	15,750.00
				202310025	2/4/2023	RPR'D WALL @ DIST 32	1,200.00
							41,289.00
1210	3/8/2023	02320	CALPERS	1000000170886	2/14/2023	#6373819375, MAR2023 HEAL	13,656.73
				1000000170885	2/14/2023	#6373819375, MAR2023 HEAL	109,487.89
							123,144.62
1211	3/8/2023	53627	CANNON DESIGN, INC.	233015	2/9/2023	PE1/31 FIRE STATION REHAB	20,580.00
							20,580.00

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1212	3/8/2023	49858	CV PIPELINE CORP.	S3065	1/26/2023	STORM DRAIN MAINT @ LLM	4,425.00
				S3075	2/8/2023	STORM DRAIN MAINT @ LLM	4,425.00
				S3078	2/13/2023	STORM DRAIN MAINT @ LLM	1,770.00
							10,620.00
1213	3/8/2023	43672	DESERT VALLEY SERVICES INC	593262	1/23/2023	TOWEL ROLL & COG CLEANER	630.99
				593282	1/23/2023	DWO TOWEL MULTIFOLD	178.79
				593285	1/23/2023	HAND FOAM SOAP	216.66
				593424	1/24/2023	APPLIED CREDIT INV #593298	35.33
				593425	1/24/2023	HAND FOAM SOAP	216.66
				594445	2/2/2023	DEGREASER BUTYL	58.71
				594580	2/3/2023	PAD UTILITY HOLDER & WOC	18.50
							1,355.64
1214	3/8/2023	53799	ENTERPRISE FM TRUST	FBN4670377	2/4/2023	FEB2023 LEASE CHRGS ('20'	17,851.31
1215	3/8/2023	00207	GRAINGER INC	9593386155	2/1/2023	PARKING LOT LIGHT FIXTURE	1,089.35
				9594013576	2/1/2023	PHOTOCONTROL	785.60
				9593919922	2/1/2023	PARKING LOT LIGHT FIXTURE	948.05
				9594013584	2/1/2023	PARKING LOT LIGHT FIXTURE	237.01
				9589190256	1/27/2023	AIR CONTROL VALVE	914.41
							3,974.42
1216	3/8/2023	51892	HERC RENTALS, INC.	33310048-001	12/7/2022	11/7-12/7 LIGHT TOWER RNTL	6,936.61
				33370853-003	12/15/2022	12/6-7 LIGHT TOWER RNTL	113.95
				33456632-001	1/25/2023	1/19-25 POSTHOLE AUGER O	368.14
							7,418.70
1217	3/8/2023	00996	HOME DEPOT	4160328	2/7/2023	MAK 18V BL 4.5/5 GRINDER, E	345.83
				5160309	2/6/2023	TUBE CUTTER & SHARKBITE	29.74
							375.57
1218	3/8/2023	52988	KOUNKUEY DESIGN INITIATIVE	584	11/9/2022	PE10/31 COACHELLA PARKS	16,899.05
1219	3/8/2023	54985	MUNISERVICES LLC	INV06-016025	2/15/2023	FEB2023- UUT CELLULAR	243.75
							243.75
1220	3/8/2023	53552	QUENCH USA, INC.	INV05329773	2/1/2023	AC D347651, FEB2023 RNTL,	40.89
				INV05326922	2/1/2023	AC D347648, FEB2023 RNTL,	40.89
							81.78
1221	3/8/2023	52802	RED WING BUSINESS ADVANCE	2023020900343	2/9/2023	1/26, 2/8 EMPLOYEE WORK B	750.00
							750.00
1222	3/8/2023	32950	SAFETY-KLEEN SYSTEMS, INC	90861351	1/30/2023	1/26 SVC	285.15
							285.15
1223	3/8/2023	49778	WEST COAST ARBORIST, INC	196052	1/31/2023	PE1/31 TREE MAINT @ PARK	427.50
				196061	1/17/2023	PE1/17 TREE MAINT @ LLMD	9,405.00
				196064	1/24/2023	PE1/24 TREE MAINT @ LLMD	570.00
				196065	1/30/2023	PE1/30 TREE MAINT @ LLMD	950.00
				196062	1/23/2023	PE1/23 TREE MAINT @ LLMD	926.00
							12,278.50
1224	3/8/2023	51697	WESTERN WATER WORKS S	1406410-01	1/24/2023	SOFT COPPER TUBING 60FT	1,187.55
				1406433-00	1/24/2023	ANGLE BALL MTR VLV	1,381.13
							2,568.68

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1225	3/8/2023	54894	WILLIAMS SCOTSMAN, INC.	9016911450	2/21/2023	2/21-3/20 FIRE STATION #79 M	911.85
				9016911449	2/21/2023	2/21-3/20 FIRE STATION #79 M	2,642.70
				9016706208	1/31/2023	1/31-2/27 FIRE STATION #79 M	1,260.30
							4,814.85
1226	3/8/2023	53596	XTREME HEATING AND AIR	2358	4/28/2022	RPLC'D COMPRESSOR @ BC	1,100.00
				2359	4/28/2022	RPR'D REFRIGERATOR LEAK	370.00
				2360	4/28/2022	SVC'D REFRIGERATOR/ICE M	300.00
							1,770.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							362,018.04

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
115847	3/8/2023	53760	ACCURATE OVERHEAD DOOR	140564	6/6/2022	5/17 RPR'D TRACK @ FIRE S	1,060.62
				140596	6/10/2022	6/6 RPR'D DOOR MOTOR @ F	4,132.63
							5,193.25
115848	3/8/2023	48977	ADT COMMERCIAL	149122505	2/1/2023	MA-MY2023 ALARM/EXT SVC	213.97
				149122506	2/1/2023	MA-MY2023 ALARM/EXT SVC	227.34
				149122507	2/1/2023	MA-MY2023 ALARM/EXT SVC	213.97
				149122508	2/1/2023	MA-MY2023 ALARM/PRIME CI	219.09
				149122509	2/1/2023	MA-MY2023 ALARM, BGDMA S	158.65
				149122510	2/1/2023	MA-MY2023 ALARM/ESUITE/C	221.85
				149122511	2/1/2023	MA-MY2023 EQUIP LSE/EXT S	459.68
				149122504	2/1/2023	MA-MY2023 ALARM/EXT SVC	234.46
				149122512	2/1/2023	MA-MY2023 EQUIP LSE/EXT S	1,497.75
				149122492	2/1/2023	MA-MY2023 ALARM/EXT SVC	210.69
				149122493	2/1/2023	MA-MY2023 ALARM/EXT SVC	249.49
				149122494	2/1/2023	MAR2023 ALARM/EXT SVC PF	1,190.16
				149122495	2/1/2023	MA-MY2023 EQUIP LSE/EXT S	514.62
				149122496	2/1/2023	MA-MY2023 FIRE, 87101 AVE	161.61
				149122497	2/1/2023	MA-MY2023 ALARM, 87101 AV	101.01
				149122498	2/1/2023	MA-MY2023 EQUIP LSE/EXT S	276.93
				149122499	2/1/2023	MA-MY2023 ALARM, 87075 AV	158.65
				149122500	2/1/2023	MA-MY2023 FIRE/ALARM, 870	222.23
				149122501	2/1/2023	MA-MY2023 FIRE, COMMUNIT	257.81
				149122502	2/1/2023	MAR2023 CELL/EXT SVC PRC	130.70
				149122503	2/1/2023	MA-MY2023 ALARM/EXT SVC	223.59
							7,144.25
115849	3/8/2023	46835	AIR AND HOSE SOURCE, INC.	492476	1/25/2023	MINI BALL VALVE, O-RING, ET	50.03
							50.03
115850	3/8/2023	51489	AIRWAVE COMMUNICATIONS	4488	2/14/2023	INSTLL'D EMERGENCY LIGHT	4,382.37
				4489	2/14/2023	INSTLL'D EMERGENCY LIGHT	4,382.37
				4491	2/15/2023	INSTLL'D EMERGENCY LIGHT	4,358.40
				4492	2/15/2023	INSTLL'D CONTROL PANEL &	719.87
				4486	2/13/2023	INSTLL'D EMERGENCY LIGHT	4,382.37
				4487	2/14/2023	INSTLL'D EMERGENCY LIGHT	4,382.37
							22,607.75
115851	3/8/2023	53621	ALL THE RIGHT CONNECTION	6634	2/13/2023	WE 2/12: REYES+SALINAS	1,732.50
				6682	2/21/2023	WE 2/19: MENDEZ+MEZA+TR	4,985.26
				6681	2/21/2023	WE 2/19: GALINDO+REYES+S	1,890.00
				6606	2/6/2023	WE 2/5: MEDINA+REYES+SAL	2,901.00
							11,508.76

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
115852	3/8/2023	01436	AMERICAN FORENSIC NURSE77185	2/3/2023	DEC-JAN2023 BLOOD DRAW	200.55	
			77213	2/13/2023	JAN2023 BLOOD DRAWS	133.70	334.25
115853	3/8/2023	43873	AMERICAN PUBLIC WORKS 23/24 Mbrshp	12/2/2022	MBRSHP RNWL: ID #694583-	286.25	286.25
115854	3/8/2023	42837	ARAMARK UNIFORM SERVICE25249660	1/20/2023	POLOS W/ EMBROIDERY	274.41	274.41
115855	3/8/2023	42251	ARCOS, MARIA Ck 3/8/23	2/22/2023	VOUCHER 89, 12/13-2/13	299.35	299.35
115856	3/8/2023	02187	BENLO R.V. II 13420	2/10/2023	VP STORAGE CONTAINER	282.53	282.53
115857	3/8/2023	54517	BLACK KNIGHT TECHNOLOGI10267411	2/20/2023	FB-MA2023 SITXPRO SBSCRI	250.00	250.00
115858	3/8/2023	44494	BURRTEC WASTE & RECYCLIBD 2/1/23	2/1/2023	AC 44-BS 405340, 85075 AVE	35.38	35.38
115859	3/8/2023	54667	BUSTILLOS, LUIS I. 031223	2/16/2023	3/12 SUAVECITO SUNDAYS P	2,000.00	2,000.00
115860	3/8/2023	53423	CBE OFFICE SOLUTIONS IN2594486	2/20/2023	ACC CC3502, COLOR COPIEF	1,104.54	1,104.54
115861	3/8/2023	55024	CITY ADVISORS 2023-002	2/1/2023	PE1/31 ZONING CODE AMNDI	4,094.00	4,094.00
115862	3/8/2023	08330	CITY OF INDIO FY 22/23	2/16/2023	FY22/23 JPA WASTE TRANSF	1,268,693.42	1,268,693.42
115863	3/8/2023	08330	CITY OF INDIO 2018	2/13/2023	TRAFFIC SIGNAL (PJCT #TS2	25,760.23	25,760.23
115864	3/8/2023	53220	COACHELLA ACE HARDWARE4951/1	1/31/2023	HX BOLTS	33.70	
			4953/1	2/1/2023	RIVET TOOL SWIVEL DIECAS	76.06	
			4957/1	2/2/2023	SW DRILL/DRIVE SET 40PC, F	102.92	
			4958/1	2/2/2023	MISC FASTENERS, ETC	38.92	
			4971/1	2/4/2023	SECURITY INS BIT SET 9PC	15.21	
			4979/1	2/6/2023	FAUCET SUPPLY LINE SS 24"	43.46	
			4988/1	2/7/2023	CONNECTOR PVC HUB, ETC	15.82	
			4995/1	2/8/2023	SEVIN INSECT KILL	100.01	
			4929/1	1/24/2023	MISC FASTENERS	1.74	
			4930/1	1/25/2023	SWIVEL MNT LIGHT CONTRC	34.78	
			4939/1	1/27/2023	FLANGE TAILPIECE, FAUCET	121.69	
			4924/1	1/23/2023	SOFT LENS 250W REDHEAT :	19.56	
			4925/1	1/23/2023	SOFT LENS 250W REDHEAT :	19.56	
			4980/1	2/6/2023	BATTERY ALKALINE 9V	17.36	
			4959/1	2/2/2023	CATCH DRAW LK	8.69	
			4956/1	2/1/2023	PADLOCK COMBINATION 2", I	26.08	
			4950/1	1/31/2023	COMPACT TAPE MEASURE	27.17	
			4954/1	2/1/2023	ANCHOR	10.86	713.59

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115865	3/8/2023	54137	CONSERVE LANDCARE LLC	176697	1/31/2023	1/24 LNDSCPE ENHANCEMEN	3,990.00	
				176701	1/31/2023	1/31 RPR'D IRRGTN @ DIST 2	108.00	
				176706	1/31/2023	1/31 LNDSCPE ENHANCEMEN	893.00	
				174509	1/31/2023	JAN2023 LNDSCPE MAINT @	43,000.00	
				176715	1/31/2023	1/31 RPR'D IRRGTN @ DIST 2	737.00	
				176709	1/31/2023	1/31 RPR'D IRRGTN @ DIST 2	220.00	
				176714	1/31/2023	1/31 RPR'D IRRGTN @ DIST 1	263.00	
				176707	1/31/2023	1/31 LNDSCPE ENHANCEMEN	1,966.00	
				176713	1/31/2023	1/31 RPR'D IRRGTN @ DIST 1	211.00	
				176703	1/31/2023	1/31 RPR'D IRRGTN @ DIST 2	96.00	
				176712	1/31/2023	1/31 RPR'D IRRGTN @ DIST 1	253.00	
				176702	1/31/2023	1/31 LNDSCPE ENHANCEMEN	3,542.00	
				176710	1/31/2023	1/31 RPR'D IRRGTN @ DIST 2	208.00	
				176700	1/31/2023	1/31 RPR'D IRRGTN @ DIST 1	188.00	
				176704	1/31/2023	1/31 RPR'D IRRGTN @ DIST 2	354.00	
				176705	1/31/2023	1/31 LNDSCPE ENHANCEMEN	1,474.00	
				176708	1/31/2023	1/31 LNDSCPE ENHANCEMEN	978.00	58,481.00
115866	3/8/2023	52375	CORE & MAIN LP	S246963	1/20/2023	RUBBER METER WASHERS	1,115.78	
				S249502	1/23/2023	INSERT LINER F/CTS	376.36	1,492.14
115867	3/8/2023	00214	CORONET CONCRETE PROD	1164791	10/17/2022	6.0 SACK EQ 60/40 FA	586.56	586.56
115868	3/8/2023	11800	COUNTY OF RIVERSIDE	AN0000002646	2/22/2023	JAN2023 ANL SHLTR+FIELD+I	41,947.09	41,947.09
115869	3/8/2023	52279	COUNTY OF RIVERSIDE	22-23Q2	1/18/2023	OCT-DEC2022 EMERGENCY :	20,000.00	20,000.00
115870	3/8/2023	43636	CPRS	2023-24 Mbrshp	1/20/2023	MBRSHP RNWL: ID #001927-	550.00	550.00
115871	3/8/2023	54790	DALKE & SONS CONSTRUCTI	5	1/31/2023	PE1/31 FIRE STATION REHAB	1,051,634.42	1,051,634.42
115872	3/8/2023	12870	DEPARTMENT OF JUSTICE	635301	2/3/2023	JAN2023 FINGERPRINTS	98.00	98.00
115873	3/8/2023	44836	DESERT CITY GLASS, INC	1060	2/2/2023	INSTLL'D REFLECTIVE GLAS:	747.42	747.42
115874	3/8/2023	01089	DESERT ELECTRIC SUPPLY	S3055336.001	1/25/2023	KSTN KT-LED36PSHID-E26-8(374.17	
				S3055338.001	1/25/2023	TORK ZB124WP LED PHOTO(65.09	439.26
115875	3/8/2023	54461	DESERT GROWERS NURSER	9653	2/16/2023	CALIANDRA & TECOMA VINE	1,872.68	1,872.68
115876	3/8/2023	53007	DESERT PROMOTIONAL &	89982	12/7/2022	POLOS W/ EMBROIDERY	56.55	
				91149	2/8/2023	POLOS+CARDIGAN W/ EMBR	94.61	
				90995	1/31/2023	SOFT SHELL & REFLECTIVE ,	634.01	
				91100	2/6/2023	SOFT SHELL JACKET & SHIR'	146.81	931.98
115877	3/8/2023	48672	DESERT RECREATION DISTR	3363	1/31/2023	22/23 SUMMER CAMP/MOVIE	17,800.00	17,800.00
115878	3/8/2023	54599	DESERT STAR WEEKLY	10798	11/9/2022	11/9 PUBLIC HRNG: FY 23/24	174.25	174.25

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115879	3/8/2023	54465	DESERT URGENT CARE COA	41410	2/11/2023	JAN2023 SVCS: V. GARCIA	35.00	35.00
115880	3/8/2023	13700	DEWEY PEST CONTROL INC.	15686959	2/1/2023	AC103361, FEB2023, SENIOR	80.00	
				15672190	2/1/2023	AC2012540, FEB2023, 51301 I	1,200.00	
				15672191	2/1/2023	AC2012536, FEB2023, 48400 \	1,200.00	
				15665256	2/1/2023	AC1281218, FEB2023, 51251 I	900.00	
				15665255	2/1/2023	AC1281215, FEB2023, SIERRA	301.00	
				15680614	2/1/2023	AC1450610, FEB2023, DE ORC	160.00	3,841.00
115881	3/8/2023	50551	DIV. OF THE STATE ARCHITE	(JL-DC2022	2/21/2023	JUL-DEC2022 DISABILITY AC	213.20	213.20
115882	3/8/2023	55023	DOMINGUEZ, CYNTHIA	Scholarship	2/15/2023	2023 CYBSA SCHOLARSHIP-	50.00	50.00
115883	3/8/2023	53462	DURAN, JOSE ANGEL	Rnwl Reimb	1/18/2023	CERT RNWL- GRD I WSTWTF	150.00	150.00
115884	3/8/2023	55021	E E SYSTEMS GROUP, INC.	CC02022023	2/2/2023	SOLAR HYBRID MICROGRID :	5,450.00	
				CC02082023	2/8/2023	SOLAR HYBRID MICROGRID :	2,725.00	8,175.00
115885	3/8/2023	14860	E. K. WOOD LUMBER COMPAN	508336	1/23/2023	17OZ SAFE GRN MARK PAINT	65.04	65.04
115886	3/8/2023	52568	EGAN CIVIL, INC.	21805	2/14/2023	LIGHTING IMPROVEMENT SV	4,560.00	4,560.00
115887	3/8/2023	47748	EISENHOWER OCCUPATIONA	136369	2/2/2023	JAN2023 SVCS: CASILLAS+C	310.00	310.00
115888	3/8/2023	42831	ELMS EQUIPMENT RENTAL, I	160572-4	2/2/2023	1/25-30 LIFT RNTL	1,627.42	
				160673-4	2/1/2023	1/31 TRENCHER & TRAILER F	232.11	1,859.53
115889	3/8/2023	54844	ESPINOZA, ANTONIO	INV001	1/30/2023	2/16 CMNTY ENGMNT EVENT	1,196.25	1,196.25
115890	3/8/2023	44713	FARMER BROTHERS CO.	95672997	2/6/2023	COFFEE, CREAMER, SUGAR,	815.26	815.26
115891	3/8/2023	44088	FERGUSON ENTERPRISES, I	2223400	1/27/2023	20GA TBE EXT TUBE CP	9.94	
				2214999	1/25/2023	ELEC LAV FCT BATTERY	1,432.24	
				2214999-1	1/26/2023	ELEC LAV FCT BATTERY	954.83	
				2219130	1/26/2023	ADJ WRENCH	49.69	
				2219590	1/26/2023	3/4 FA5 SPUD COUP ASSY, E	101.31	
				2223358	1/27/2023	V500AA 3/4X15 CP VB, ETC	66.89	
				2240436	2/2/2023	H543AA 3/4 SD ST KIT	28.47	
				2250894	2/6/2023	RAPTOR BASIN WRCH, 6-1/2	401.34	3,044.71
115892	3/8/2023	55025	FLORES, HERMAN	01312023	1/31/2023	3/5 SUAVECITO SUNDAYS PE	1,250.00	1,250.00
115893	3/8/2023	55022	FRAGOSO, MANUEL	Scholarship	2/15/2023	2023 CYBSA SCHOLARSHIP-	50.00	50.00
115894	3/8/2023	51604	FRONTIER	3982369-JA23	1/25/2023	760/398-2369, 1/25/23	62.70	
				3985798-FB23	2/4/2023	760/398-5798, 2/4/23	99.81	
				3983712-FB23	2/2/2023	760/398-3712, 2/2/23	114.63	
				3915832-FB23	2/5/2023	760/391-5832, 2/5/23	99.81	
				3915237-FB23	2/1/2023	760/391-5237, 2/1/23	638.87	1,015.82
115895	3/8/2023	01850	GAME TIME	PJI-0200763	1/13/2023	HALF ROUND TOP, ETC	1,837.32	1,837.32

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115896	3/8/2023	53854	GRANITE TELECOMMUNICATI590797110	2/1/2023	AC 04418223, FEB2023 SVCS	1,056.02	1,056.02	
115897	3/8/2023	01864	HAAKER EQUIPMENT COMPAW1A2BM	2/7/2023	SVC'D VACTOR (VA 2112)	866.25	866.25	
115898	3/8/2023	20450	IMPERIAL IRRIGATION DISTRI50387122-JA23	2/7/2023	AC50387122, 1/5-2/1, SEWER	41,924.30		
			50705542-JA23	2/6/2023	AC50705542, 1/5-2/1, PERMIT	1,362.63	43,286.93	
115899	3/8/2023	45757	IMPERIAL IRRIGATION DISTRI4032592	1/23/2023	CAT 0-G1 (RUN SVC/SET MTF	1,510.00	1,510.00	
115900	3/8/2023	45108	IMPERIAL SPRINKLER SUPPL'0009244600-002	1/27/2023	HUNTER 1" PRO PLST STR V	60.29		
			0009245158-002	1/27/2023	SCH80 PVC TEE SLIP	42.10		
			0009379937-001	2/1/2023	PVC CONDUIT SCH40	261.55		
			0009363168-001	1/31/2023	PE-PLASTIC VALVE, SLIP FIX	161.28		
			0009367874-001	1/31/2023	PE-PLASTIC VALVE, ETC	78.99		
			0009283063-001	1/23/2023	WHITE MARKING FLAGS	13.11		
			0009287088-001	1/23/2023	VP-30 PVC PIPE CUTTER, ET	72.13		
			0009373117-001	2/1/2023	PVC CONDUIT SCH40, ETC	435.94		
			0009392742-001	2/2/2023	HUNTER 4 STA CONTROLLEF	103.62		
			0009392752-001	2/2/2023	HUNTER 4 STA CONTROLLEF	75.82		
			0009298106-001	1/24/2023	PE-PLASTIC VALVE, PVC BAL	179.38		
			0009302195-001	1/24/2023	PE-PLASTIC VALVE, PIPE CU	135.96		
			0009325899-001	1/26/2023	SLIP FIX 1"	17.53		
			0009335578-001	1/27/2023	PE-PLASTIC VALVE, IPS PVC	237.22		
			0009336998-002	1/27/2023	PE-PLASTIC VALVE, SLIP FIX	153.63		
			0009341760-003	1/27/2023	PE-PLASTIC VALVE, SCH40 P	156.93		
			0009345982-001	1/30/2023	PE-PLASTIC VALVE, SLIP FIX	166.73		
			0009348976-001	1/30/2023	PE-PLASTIC VALVE, LENOX F	242.26		
			0009363055-001	1/31/2023	UNDERHILL SUCTION PUMP,	320.53		
			0009374225-001	2/1/2023	LENOX PVC SAW BLADE 12",	33.89	2,948.89	
115901	3/8/2023	53801	INFOSEND, INC.	228496	1/21/2023	JAN2023 UTILITY BILLING SV	5,243.63	
				230233	2/9/2023	12/14-1/5 PARK SURVEY INSE	1,138.70	6,382.33
115902	3/8/2023	51600	IRC, INC.	2023010033	2/1/2023	JAN2023 PRE-EMPLOYMENT	625.45	625.45
115903	3/8/2023	51895	J.L. ENDICOTT, INC.	10034	1/31/2023	INSTLL'D ENGRAVED TILES @	250.00	250.00
115904	3/8/2023	48293	KOA CORPORATION	JC22043-9	2/15/2023	PE1/29 PEDESTRIAN & RD S/	10,785.00	
				JB92071-31	2/16/2023	PE1/29 AVE 50 IMPROVEMEN	13,284.91	
				JB92071-30	1/24/2023	PE12/31 AVE 50 IMPROVEMEI	5,787.50	29,857.41
115905	3/8/2023	47328	KONICA MINOLTA	41644329	1/26/2023	BIZHUB C454E, 1515 6TH ST,	212.07	212.07
115906	3/8/2023	44047	KONICA MINOLTA BUSINESS	9009147737	2/13/2023	BIZHUB C454E, 1515 6TH ST,	448.49	448.49

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115907	3/8/2023	44767	KUNA FM	626772-1	11/30/2022	11/7-30 AD SPOT: SB 1383	1,000.00	
				626772-2	12/31/2022	12/1-31 AD SPOT: SB 1383	1,500.00	
				626780-1	11/30/2022	11/7-11 AD SPOT: VETERANS	500.00	
				628097-2	12/31/2022	12/1-9 AD SPOT: TREE LIGHT	430.00	
				621564-1	9/30/2022	9/30 AD SPOT: TACOS, TEQU	50.00	
				621564-2	10/23/2022	10/1-22 AD SPOT: TACOS, TE	1,950.00	
				621846-1	10/23/2022	10/1-10 AD SPOT: MOVIES IN	1,485.00	
				625940-1	10/31/2022	10/28-31 AD SPOT: IMMIGRAN	490.00	
				625940-2	11/30/2022	11/1-11 AD SPOT: IMMIGRANT	1,510.00	
				628097-1	11/30/2022	11/21-30 AD SPOT: TREE LIGH	320.00	9,235.00
115908	3/8/2023	54911	LA QUINTA POOL & SPA SERV	239680	2/7/2023	JAN2023 FOUNTAIN MAINT S'	700.00	700.00
115909	3/8/2023	54362	LINDE GAS & EQUIPMENT INC	33797154	1/26/2023	STARGOLD C25 ARG-CO2 & C	209.55	209.55
115910	3/8/2023	24600	LOPES HARDWARE	010664	2/1/2023	FILTERS, PADLOCK, ROLLER	366.29	
				010891	2/7/2023	PLIER SCREWDRIVER, WD-4	440.00	
				010975	1/31/2023	SCREWDRIVER, WALL TEXTU	332.37	
				010931	2/3/2023	EXT CORD, LOCKS, PLASTIC	589.38	1,728.04
115911	3/8/2023	54725	MARCUS NETWORKING	55906	2/20/2023	MAR2023 NETWORK MONITC	420.00	420.00
115912	3/8/2023	55020	MARTIN MARIETTA MATERIAL	37957823	1/19/2023	1/2" HMA TY A PG70-10	438.59	438.59
115913	3/8/2023	53262	MOBILE ZOO OF SOUTHERN	2023-0079	3/5/2023	3/5+12 COOL CRTRS/PTNG Z	674.00	
				2023-0081	3/11/2023	3/11 PETTING ZOO @ DAY OF	649.00	1,323.00
115914	3/8/2023	50472	MONTOYA, JOSE	Reimb	2/9/2023	REIMBURSEMENT FOR WOR	163.11	163.11
115915	3/8/2023	48292	MOST DEPENDABLE FOUNTAIN	V71624	2/2/2023	VB3 ADJUSTABLE KIT, ETC	1,044.21	1,044.21
115916	3/8/2023	52757	OLLIN STRATEGIES	162	2/15/2023	FEB2023 CONSULTING SVCS	5,000.00	5,000.00
115917	3/8/2023	47192	O'REILLY AUTO PARTS	2855-120449	1/24/2023	TLGT HANDLE	36.45	
				2855-120885	1/25/2023	CABIN FILTER	43.30	
				2855-122581	1/31/2023	AIR FILTER	77.89	
				2855-123041	2/1/2023	BLUEDEF 2.5	21.74	
				2855-123270	2/2/2023	TPMS BUNDLE	939.59	
				2855-123404	2/2/2023	FILTER	149.82	
				2855-124616	2/6/2023	BATTERY	130.47	
				2855-122557	1/31/2023	BKD GLASS-L	27.18	1,426.44
115918	3/8/2023	01736	PALM SPRINGS PUMP, INC.	22-4370	8/9/2022	8/9 SVC CALL @ WELL #11	137.50	137.50
115919	3/8/2023	51847	PARTY TIME RENTALS	44	2/16/2023	3/5 SLIDE RNTLS @ SUAVECI	1,183.12	
				45	2/16/2023	3/12 SLIDE RNTLS @ SUAVEC	1,183.12	
				48	2/16/2023	3/11 SLIDE RNTLS @ DAY OF	1,183.12	3,549.36

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115920	3/8/2023	49989	PAUL ASSOCIATES	86539	2/6/2023	DEVELOPMENT SVCS ENVEL	304.09	
				86544	2/6/2023	BUSINESS CARDS: M. CASILI	136.93	
				86555	2/17/2023	BUSINESS CARDS: COYNE+L	417.48	
				86557	2/17/2023	BUSINESS CARDS: A. FERNA	139.17	997.67
115921	3/8/2023	54812	PAX FITNESS REPAIR, LLC	1852	2/13/2023	INSTLL'D PARTS ON TREADM	1,442.53	
				1854	2/13/2023	FEB2023 PREVENTATIVE MAI	225.00	1,667.53
115922	3/8/2023	49551	PEST CONTROL SOLUTIONS	C10	2/15/2023	2/15 BEEHIVE REMOVAL @ D	325.00	325.00
115923	3/8/2023	02028	PETE'S ROAD SERVICE, INC.	23-0649186-00	2/6/2023	FLAT REPAIR	37.61	
				23-0646378-00	1/24/2023	FLAT REPAIR & ALIGNMENT	153.61	191.22
115924	3/8/2023	01395	PJ'S DESERT TROPHIES & GII	25878	2/7/2023	2X10" NAME PLATES	36.98	
				25880	2/7/2023	SHIRT EMBROIDERY	46.22	83.20
115925	3/8/2023	42759	PROPER SOLUTIONS, INC.	14280	2/10/2023	WE 2/10: L. ARELLANO	1,286.63	
				14314	2/17/2023	WE 2/17: L. ARELLANO	1,313.06	2,599.69
115926	3/8/2023	52306	QUINN COMPANY	23344604	2/1/2023	1/20-31 STRAIGHT BOOM RN	3,331.72	3,331.72
115927	3/8/2023	44510	RAIMI & ASSOCIATES, INC.	23-5577	2/13/2023	JAN2023 ZONING CONSISTEI	7,580.66	7,580.66
115928	3/8/2023	54989	RAMIREZ, ELIZABETH	Scholarship	2/14/2023	2023 CYBSA SCHOLARSHIP-	50.00	50.00
115929	3/8/2023	54500	RELIABLE TRANSLATIONS CC	24069	2/21/2023	2/21 DOCUMENT TRANSLATI	220.88	
				24079	2/22/2023	2/22 CC MTG SVCS	756.00	
				24089	2/23/2023	2/23 DOCUMENT TRANSLATI	75.00	
				23926	2/7/2023	2/7 DOCUMENT TRANSLATIO	117.28	
				23932	2/8/2023	2/8 CC MTG SVCS	686.00	
				23994	2/15/2023	2/15 PLANNING COMM MTG	490.00	
				24003	2/16/2023	2/16 DOCUMENT TRANSLATI	102.52	2,447.68
115930	3/8/2023	48608	REYES COCA-COLA BOTTLIN	11022214628	2/8/2023	BOTTLED WATER & SOFT DR	938.88	938.88
115931	3/8/2023	54571	RIVERSIDE COUNTY	2023-01	9/1/2022	FY21/22 CITY OF COACHELL	25,000.00	25,000.00
115932	3/8/2023	44161	ROBERT HALF	61610242	2/27/2023	WE 2/24: L. ALBONICO	1,328.00	
				61556673	2/14/2023	WE 2/10: L. ALBONICO	1,868.52	
				61557238	2/14/2023	WE 2/10: S. LOPEZ	1,228.20	
				61574393	2/20/2023	WE 2/17: S. LOPEZ	1,637.60	
				61574440	2/20/2023	WE 2/17: L. ALBONICO	2,031.00	8,093.32
115933	3/8/2023	50827	SDC SOUND COMPANY LLC	1110	2/16/2023	3/5 SOUND+LIGHTING @ SU	7,130.00	7,130.00
115934	3/8/2023	54736	SHAW INDUSTRIES, INC.	999153108	1/26/2023	INSTLL'D RSTRM WALL TILE	12,289.42	
				999152227	1/6/2023	INSTLL'D FLOOR TILE @ 512	13,723.24	
				999152226	1/6/2023	INSTLL'D FLOOR TILE @ 512	9,953.53	35,966.19

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115935	3/8/2023	54666	SIGNATURE TRUCK TOPS	8212	2/6/2023	INSTLL'D TOMMY GATE	1,700.00	
				8211	2/6/2023	INSTLL'D TOMMY GATE	3,779.06	
				8213	2/6/2023	INSTLL'D LADDER RACK	1,576.88	
				8214	2/6/2023	INSTLL'D TOW HITCH & LADI	930.73	7,986.67
115936	3/8/2023	35450	SOCALGAS	84626Bag-JA23	1/26/2023	AC 153 323 6215 9, 12/22-1/24	1,175.19	
				87075Av54-JA23	1/26/2023	AC 123 573 5834 5, 12/22-1/24	153.07	1,328.26
115937	3/8/2023	54620	SOUTHWEST PROTECTIVE S	10895	2/1/2023	JAN2023 SECURITY SVCS @	7,021.80	
				10896	2/1/2023	JAN2023 PATROL SVCS @ PA	7,479.36	
				10893	2/1/2023	JAN2023 SECURITY SVCS @	3,984.00	
				10894	2/1/2023	JAN2023 PATROL SVCS @ LL	5,194.00	23,679.16
115938	3/8/2023	47319	SPARKLETTS	9467308 012423	1/24/2023	JAN2023 WATER @ SANITAR'	242.74	242.74
115939	3/8/2023	52595	STAPLES BUSINESS CREDIT	7371742693-0-1	1/18/2023	CHAIR	118.96	
				7372211671-0-1	1/25/2023	INTEROFFICE ENV, 1.5IN BIN	108.29	
				7372293429-0-1	1/25/2023	5-TAB INDEX MAKER TRANSL	59.07	
				7604512342-0-1	1/9/2023	REMAN HP 564XL INK CART	37.45	
				7604512342-0-2	1/9/2023	P-TCH TAPE 3/4IN BLK/WHT	31.56	355.33
115940	3/8/2023	00102	SUNLINE TRANSIT AGENCY	INV06647	1/31/2023	JAN2023 CNG FUEL	1,152.65	1,152.65
115941	3/8/2023	53044	SUPER BIRTHDAY, INC.	27985	2/8/2023	3/11 MINI EXPRESS TRAIN @	1,050.00	1,050.00
115942	3/8/2023	54550	TBU INC.	48667	1/26/2023	1/24 EMRGNCY WTR LEAK RI	11,155.72	
				48699	2/8/2023	2/8 EMRGNCY WTR LEAK RP	8,257.64	
				48755	2/16/2023	2/15 EMRGNCY WTR LEAK RI	10,980.49	
				48696	2/2/2023	1/30 EMRGNCY WTR LK RPR	7,041.06	37,434.91
115943	3/8/2023	54814	THE CLOWN FAMILY	169138	2/16/2023	3/11 FACE PAINTING, ETC @	1,000.00	1,000.00
115944	3/8/2023	53897	THE GATE GUY	INV1054	1/30/2023	SVC'D GATE @ CORP YARD	75.00	
				INV1055	1/30/2023	SVC'D GATE @ 1515 SIXTH S	75.00	
				INV1056	1/30/2023	SVC'D GATE @ FIRE STATION	75.00	225.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115945	3/8/2023	48152	TKE ENGINEERING, INC.	2022-735	1/30/2023	PE10/31 PLNCK, 84811 AVE 48	805.00	
				2022-924	1/30/2023	PE11/30 PLNCK, MARIPOSA F	6,339.50	
				2022-925	1/30/2023	PE10/31 PLNCK, ALDI	315.00	
				2022-1155	1/30/2023	PE12/31 PLNCK, 85591 GRAP	367.50	
				2022-1156	1/30/2023	PE11/30 PLNCK, 50800 VAN B	79.24	
				2022-926	1/30/2023	PE10/31 PLNCK, TRACT 3197	4,725.00	
				2022-927	1/30/2023	PE10/31 PLNCK, TRACT 3807	2,570.00	
				2022-928	1/30/2023	PE10/31 PLNCK, 85591 GRAP	682.50	
				2022-1128	1/30/2023	PE10/31 PLNCK, TRACT 3808	531.26	
				2022-1129	1/30/2023	PE10/31 PLNCK, ENCANTA RE	630.00	
				2022-1130	1/30/2023	PE10/31 PLNCK, PANDA EXPF	2,105.00	
				2022-1131	1/30/2023	PE10/31 PLNCK, 50800 VAN B	1,077.72	
				2022-1132	1/30/2023	PE10/31 PLNCK, PALM VIEW I	2,570.40	
				2022-1133	1/30/2023	PE11/30 PLNCK, 53746 ENTEF	1,785.00	
				2022-1152	1/30/2023	PE11/30 PLNCK, CVHC VILLA	27,652.80	
				2022-1153	1/30/2023	PE11/30 PLNCK, TRACT 3197	5,040.00	57,275.92
115946	3/8/2023	38250	TOPS N BARRICADES	1098380	2/7/2023	STENCIL GUARD	263.18	
				1098049	1/23/2023	1/11-22 BUMP W/ B&L RNTLS	52.80	
				1098063	1/23/2023	1/20-21 CHNGBLE MSG SIGN	810.00	
				1098076	1/24/2023	1/20-23 TRAFFIC BEACON & S	156.00	
				1098125	1/25/2023	1/20-25 CHNGBLE MSG SIGN	1,680.00	2,961.98
115947	3/8/2023	38800	UNDERGROUND SERVICE AL	120230115	2/1/2023	JAN2023- 105 NEW TICKETS+	193.75	193.75
115948	3/8/2023	39640	VALLEY LOCK & SAFE	184625	2/2/2023	RPLC'D CYLINDER @ 1515 6T	486.89	
				178246	1/24/2022	INSTLL'D KEYPAD/REMOTE C	629.55	
				BW6396100	1/27/2023	CYBERLOCK CYLINDER & PA	288.13	1,404.57
115949	3/8/2023	54990	VENEGAS, JESSICA F.	Scholarship	2/13/2023	2023 CYBSA SCHOLARSHIP-	50.00	50.00
115950	3/8/2023	44775	VISTA PAINT CORPORATION	2023-882505-00	2/9/2023	COVERALL EXT FLAT WHITE	1,013.82	
				2023-882511-00	2/9/2023	TAPE 36MM, HANDTITE RAC	399.41	
				2023-897665-00	2/22/2023	COVER 9X3/4, FRAME 9 PRO	165.29	1,578.52
115951	3/8/2023	01732	WAXIE SANITARY SUPPLY	81462461	1/24/2023	KLEENLINE 2-PLY, ETC	765.95	765.95
115952	3/8/2023	54464	WHITE CAP, L.P.	50020803787	1/25/2023	3/4" DR 24" RATCHET WRIGH	321.07	321.07
115953	3/8/2023	54272	WILLDAN	002-28207	2/1/2023	JAN2023- BLDG AND SAFETY	14,577.50	14,577.50
115954	3/8/2023	48971	XPRESS GRAPHICS & PRINTII	123-51836	1/30/2023	VETERAN POLE BANNER	156.17	156.17

Sub total for WELLS FARGO BANK: 2,938,816.47

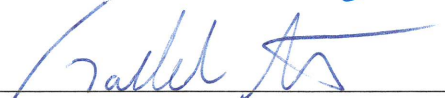
130 checks in this report.

Grand Total All Checks: 3,300,834.51

Date: March 8, 2023



Interim Finance Director: William B. Pattison



City Manager: Gabriel Martin



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Approve a Professional Services Agreement with Lisa Wise Consulting, Inc. to complete the City of Coachella - 6th Cycle Housing Element Update to the General Plan, for \$44,825.00 and authorize an appropriation of \$35,825 from the General Fund.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute Professional Services Agreement with Lisa Wise Consulting, Inc, in the amount of \$44,825.00 (augmenting the original scope from \$143,070 to \$187,895) and authorize an appropriation of \$35,825 from the General Fund.

BACKGROUND:

On January 24, 2021 the City Council approved a first amendment to the professional services agreement (PSA) with Lisa Wise Consulting, Inc (LWC) in the amount of \$130,070.00 (augmenting the original scope of \$96,050 by \$34,020) and authorize a re-allocation of SB-2 Grant funds for this Agreement, and Housing-Related Tasks to include additional public outreach efforts which includes meetings to include three “focus groups” (at no extra charge), and offered additional services such as the facilitation of a “steering committee” and a Housing Element website, and an on-line survey.

On October 27, 2021, the City Council approved a second amendment with LWC augmenting the original agreement by \$13,000 from \$130,070 to \$143,070 due to the issuance in April 2021 by the California Department of Housing and Community Development (HCD) of new guidelines for analysis related to affirmatively furthering fair housing (AFFH) as a requirement for 6th Cycle Housing Elements. This analysis requires inclusion of a separate appendix in the Housing Element with specified spatial and quantitative analysis of the conditions of protected classes.

On December 19, 2022, HCD issued a review letter for Coachella’s draft 6th Cycle Element that requires additional work to be performed to address HCD comments, which is not covered under the previous scope of work with LWC and the original PSA has expired. The City of Coachella obtained a proposal from LWC to complete the Housing Element to completion in the amount of \$44,825, which would result in total expenditures on the Housing Element in the amount of \$187,895.

DISCUSSION/ANALYSIS:

Attached to this staff report is a PSA that will modify the scope of for completion of the Housing Element. The augmented tasks will increase the total budget by \$44,825, bringing the grand total of expenditures by the City on the Housing Element to \$187,895 as shown in the staff recommendation above. On January 24, 2021, the City Council approved a reallocation of LEAP and SB 2 grant funds in the amount of \$152,070 for the Housing Element Update. A total of \$9,000 is available from Leap and SB 2 funds to cover a portion of the expenses for LWC services. The remainder of the Housing Element costs would need to be funded through an appropriation of \$35,825 from the General Fund.

ALTERNATIVES:

1. Authorize the City Manager to execute a Professional Services Agreement with Lisa Wise Consulting, Inc. and appropriate \$35,825 from the General Fund.
2. Continue this item and provide staff direction.

FISCAL IMPACT:

The terms of the Lisa Wise Consulting, Inc. Agreement would require the City to pay up to \$35,825 out of General Fund accounts, which are not budgeted for in the current operating budget for the Development Services Department. The remaining \$9,000 would be paid from SB-2 and LEAP Grant funding that the City has been awarded.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment:

1. Professional Services Agreement (PSA) with Lisa Wise Consulting, Inc.
2. Proposal memo submitted by Lisa Wise Consulting, Inc. for completing Housing Element.
3. Comment Letter to City of Coachella from Department of Housing and Community Development

**DRAFT
CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL
DESIGN SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of March 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Lisa Wise Consulting, Inc. a California Corporation with its principal place of business at 983 Osos Street, San Luis Obispo CA 93401 ("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 Housing consulting 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 Coachella 6th Cycle Housing Element Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. 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 Housing 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. 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 Term. The term of this Agreement shall be from March 9, 2023 to November 30, 2023 unless earlier terminated as provided herein.

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

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" 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. The total compensation for all Task Orders issued hereunder shall not exceed \$ **forty four thousand eight hundred twenty five dollars** (\$[44,825]) 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 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" of this Agreement.

3.2.4 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 Schedule of Services. 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 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. 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:

- Kathryn Slama, Director

3.3.5 City's Representative. The City hereby designates **Gabriel Perez, Development Services Director**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates, Scott Martin, 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 Coordination of Services. 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 Employment Eligibility; Consultant. 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 Air Quality. 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 Safety. 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 Time for Compliance. 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.

(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 Insurance Endorsements. 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 Primary and Non-Contributing Insurance. 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.

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

3.4 Labor Code Requirements.

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

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

3.4.2 Registration/DIR Compliance. 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 Compliance Monitoring. 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 Labor Certification. 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 Effect of Termination. 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 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 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 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 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 Prior Approval Required. 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 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Lisa Wise Consulting, Inc. (LWC) 983 Osos Street San Luis Obispo, CA 93401 ATTN: Kathryn Slama
City:	City of Coachella 53990 Enterprise Way Coachella, CA 92236 ATTN: Gabriel Perez

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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

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 Subconsultants. 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 Indemnification. 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 Confidential Information. 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 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable 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 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 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 Authority to Enter Agreement. 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 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. 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 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

[SIGNATURES ON NEXT PAGE]

EXHIBIT "A" SCOPE OF SERVICES



February 13, 2023

Gabriel Perez
Development Services Director
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

RE: Lisa Wise Consulting, Inc (LWC) 6th Cycle Housing Element Update Draft Revision Proposal

Dear Mr. Perez,

Based on the City's request for additional assistance in revising the current draft of the 6th Cycle Housing Element Update (HEU) in response to feedback from the Department of Housing & Community Development (HCD), LWC is pleased to provide this proposal.

Scope of Services

Feedback from HCD on December 9, 2022 requested revisions to the draft 6th Cycle HEU which focused on four areas of statutory compliance:

1. **Affirmatively Furthering Fair Housing** (Gov. Code, §65583, subd. (c)(5) and (c)(10)(A))
2. **Sites Inventory Analysis** (Gov. Code, § 65583, subd. (a)(3) and (c)(1))
3. **Provisions for a Variety of Housing** (Gov. Code, § 65583, subd. (c)(2))
4. **Quantified Objectives** (Gov. Code, § 65583, subd. (b)(1) and (2))

Adequately responding to HCD revision requests will at minimum require edits to the following sections of the September 2022 Revised Public Review Draft 6th Cycle HEU:

1. **HEU Main Body**, Section IV (Housing Plan)
2. **Appendix B** (Sites Inventory & Methodology)
3. **Appendix C** (Housing Constraints)
4. **Appendix F** (Affirmatively Forwarding Fair Housing)

Given the City's indication that staff have capacity to address analyzing the suitability and capacity of M-S zone sites for emergency shelters and farmworker housing support (and are open to other tasks as appropriate), LWC is best suited to assist on revisions to **Appendices B and F**, with minor revision to the **Main Body and Appendix C** as-needed to ensure the HEU is internally consistent. The following table provides a summary of HCD's feedback and LWC's recommendations for City or LWC responsibility.

983 OSOS STREET, SAN LUIS OBISPO, CA 93401 | (805) 595 1345 | LISAWISECONSULTING.COM | 1

HCD Compliance Area	Topic	Relevant HEU Section	Responsibility
1. Affirmatively Forwarding Fair Housing (AFFH)	Outreach and Enforcement	Appendix F	City
	Racial/Ethnic Areas of Concentration of Poverty (R/ECAP)	Appendix F	LWC (City assist)
	Disparities in Access to Opportunity	Appendix F	LWC (City assist)
	Disproportionate Housing Needs	Appendix A, Appendix F	City/LWC
	Local Data and Knowledge	Appendix F	City
	Other Relevant Factors	Appendix F	City
	Identified Sites and AFFH	Appendix F	LWC
	Contributing Factors to Fair Housing Issues	Appendix F	City/LWC
	Programs	Main Body, Appendix F	City/LWC
2. Sites Inventory	Realistic Capacity	Main Body, Appendix B	LWC
	Infrastructure	Appendix C	City
	Zoning for a Variety of Housing Types (Emergency Shelters)	Main Body, Appendix C	City
	Sites Inventory Electronic Form	Main Body	LWC
	Programs: Shortfall of Sites, Program 5.8 (Group Homes)	Main Body	LWC
3. Provision for a Variety of Housing	Program 1.10 (Farmworker Housing Support)	Main Body	City
4. Quantified Objectives	Housing Conservation	Main Body	City

In addition to the above identified tasks, LWC will:

- Attend two conference calls with City staff to discuss draft deliverables and questions;
- Attend two conference calls with HCD to discuss 12/9/22 letter and proposed changes;
- Prepare a Response to Comment Matrix documenting LWC responses to HCD comments; and
- Renew license through April 2024 and update the project website with the updated draft (compiled by the City or LWC, see below)

LWC proposes the following optional tasks:

- Compile a Hearing Draft of the 6th Cycle HEU with City and LWC edits (redline and clean copy);
- Attend two virtual adoption hearings; and
- Prepare an Electronic Site Inventory Form following City Council adoption.

Additional revisions or subsequent HCD review cycles is not included in this amendment.

Timeline

LWC will complete one round of edits for City staff to review within five weeks of contract execution, or sooner if possible. LWC will complete revisions for the adoption draft within three weeks of reconciling City comments on LWC-led components.

EXHIBIT "B" COMPENSATION

Budget

The cost estimate for this scope of services is as follows:

City of Coachella 6th Cycle Housing Element Update Draft Revision		Project Total	
		Hours	Cost
1	Affirmatively Furthering Fair Housing	81	\$ 15,270
	<i>a. R/ECAPs</i>	24	\$ 4,650
	<i>b. Access to Opportunity</i>	19	\$ 3,550
	<i>c. Housing Needs</i>	14	\$ 2,750
	<i>d. AFFH Sites</i>	16	\$ 3,100
	<i>e. Contributing Factors</i>	4	\$ 850
	<i>f. Programs</i>	4	\$ 850
2	Sites Inventory	23	\$ 4,350
	<i>a. Realistic capacity</i>	17	\$ 4,250
	<i>b. Emergency shelters (program only)</i>	2	\$ 500
	<i>c. Programs</i>	4	\$ 1,000
3	City Staff Meetings (2)	11	\$ 2,165
4	HCD Meetings (2) and Response Matrix	16	\$ 2,940
5	Website Maintenance	12	\$ 2,320
TOTAL		143	\$ 27,045
Optional Tasks			
A	Compile Hearing Draft (redline and clean copy)	16	\$ 2,940
B	Adoption Hearings (2)	52	\$ 10,580
C	Electronic Site Inventory Form	24	\$ 4,260
TOTAL w/ optional tasks		235	\$ 44,825

Assumptions

This proposal is based on the assumptions that City will provide edits on draft materials as a single set of non-conflicting and actionable comments. The City's comments will include input from other staff and departments as determined City staff. The City will revise the adopted draft as directed by the City Council, submit the adopted and revised HEU to HCD (subject to required public noticing periods), and be responsible for any subsequent action or revisions if directed by HCD. LWC is available to perform additional tasks at the City's discretion and on the written approval of both parties.

Also note, the proposal acknowledges laws and statutes enacted at the time of its writing. The parties will agree on amendments to the scope of services that become necessary if any changes occur to applicable rulings and create obligations that were unexpected at the time of the execution of this proposal.

We appreciate your consideration of this matter and remain available to discuss the proposal in more detail.



February 13, 2023

Gabriel Perez
 Development Services Director
 City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236

RE: Lisa Wise Consulting, Inc (LWC) 6th Cycle Housing Element Update Draft Revision Proposal

Dear Mr. Perez,

Based on the City's request for additional assistance in revising the current draft of the 6th Cycle Housing Element Update (HEU) in response to feedback from the Department of Housing & Community Development (HCD), LWC is pleased to provide this proposal.

Scope of Services

Feedback from HCD on December 9, 2022 requested revisions to the draft 6th Cycle HEU which focused on four areas of statutory compliance:

1. **Affirmatively Furthering Fair Housing** (Gov. Code, §65583, subd. (c)(5) and (c)(10)(A))
2. **Sites Inventory Analysis** (Gov. Code, § 65583, subd. (a)(3) and (c)(1))
3. **Provisions for a Variety of Housing** (Gov. Code, § 65583, subd. (c)(2))
4. **Quantified Objectives** (Gov. Code, § 65583, subd. (b)(1) and (2))

Adequately responding to HCD revision requests will at minimum require edits to the following sections of the September 2022 Revised Public Review Draft 6th Cycle HEU:

1. **HEU Main Body**, Section IV (Housing Plan)
2. **Appendix B** (Sites Inventory & Methodology)
3. **Appendix C** (Housing Constraints)
4. **Appendix F** (Affirmatively Forwarding Fair Housing)

Given the City's indication that staff have capacity to address analyzing the suitability and capacity of M-S zone sites for emergency shelters and farmworker housing support (and are open to other tasks as appropriate), LWC is best suited to assist on revisions to **Appendices B and F**, with minor revision to the **Main Body and Appendix C** as-needed to ensure the HEU is internally consistent. The following table provides a summary of HCD's feedback and LWC's recommendations for City or LWC responsibility.

HCD Compliance Area	Topic	Relevant HEU Section	Responsibility
1. Affirmatively Forwarding Fair Housing (AFFH)	Outreach and Enforcement	Appendix F	City
	Racial/Ethnic Areas of Concentration of Poverty (R/ECAP)	Appendix F	LWC (City assist)
	Disparities in Access to Opportunity	Appendix F	LWC (City assist)
	Disproportionate Housing Needs	Appendix A, Appendix F	City/LWC
	Local Data and Knowledge	Appendix F	City
	Other Relevant Factors	Appendix F	City
	Identified Sites and AFFH	Appendix F	LWC
	Contributing Factors to Fair Housing Issues	Appendix F	City/LWC
	Programs	Main Body, Appendix F	City/LWC
2. Sites Inventory	Realistic Capacity	Main Body, Appendix B	LWC
	Infrastructure	Appendix C	City
	Zoning for a Variety of Housing Types (Emergency Shelters)	Main Body, Appendix C	City
	Sites Inventory Electronic Form	Main Body	LWC
	Programs: Shortfall of Sites, Program 5.8 (Group Homes)	Main Body	LWC
3. Provision for a Variety of Housing	Program 1.10 (Farmworker Housing Support)	Main Body	City
4. Quantified Objectives	Housing Conservation	Main Body	City

In addition to the above identified tasks, LWC will:

- Attend two conference calls with City staff to discuss draft deliverables and questions;
- Attend two conference calls with HCD to discuss 12/9/22 letter and proposed changes;
- Prepare a Response to Comment Matrix documenting LWC responses to HCD comments; and
- Renew license through April 2024 and update the project website with the updated draft (compiled by the City or LWC, see below)

LWC proposes the following optional tasks:

- Compile a Hearing Draft of the 6th Cycle HEU with City and LWC edits (redline and clean copy);
- Attend two virtual adoption hearings; and
- Prepare an Electronic Site Inventory Form following City Council adoption.

Additional revisions or subsequent HCD review cycles is not included in this amendment.

Timeline

LWC will complete one round of edits for City staff to review within five weeks of contract execution, or sooner if possible. LWC will complete revisions for the adoption draft within three weeks of reconciling City comments on LWC-led components.

Budget

The cost estimate for this scope of services is as follows:

City of Coachella 6th Cycle Housing Element Update Draft Revision		Project Total	
		Hours	Cost
1	Affirmatively Furthering Fair Housing	81	\$ 15,270
	<i>a. R/ECAPs</i>	24	\$ 4,650
	<i>b. Access to Opportunity</i>	19	\$ 3,550
	<i>c. Housing Needs</i>	14	\$ 2,750
	<i>d. AFFH Sites</i>	16	\$ 3,100
	<i>e. Contributing Factors</i>	4	\$ 850
	<i>f. Programs</i>	4	\$ 850
2	Sites Inventory	23	\$ 4,350
	<i>a. Realistic capacity</i>	17	\$ 4,250
	<i>b. Emergency shelters (program only)</i>	2	\$ 500
	<i>c. Programs</i>	4	\$ 1,000
3	City Staff Meetings (2)	11	\$ 2,165
4	HCD Meetings (2) and Response Matrix	16	\$ 2,940
5	Website Maintenance	12	\$ 2,320
	TOTAL	143	\$ 27,045
	Optional Tasks		
A	Compile Hearing Draft (redline and clean copy)	16	\$ 2,940
B	Adoption Hearings (2)	52	\$ 10,580
C	Electronic Site Inventory Form	24	\$ 4,260
	TOTAL w/ optional tasks	235	\$ 44,825

Assumptions

This proposal is based on the assumptions that City will provide edits on draft materials as a single set of non-conflicting and actionable comments. The City's comments will include input from other staff and departments as determined City staff. The City will revise the adopted draft as directed by the City Council, submit the adopted and revised HEU to HCD (subject to required public noticing periods), and be responsible for any subsequent action or revisions if directed by HCD. LWC is available to perform additional tasks at the City's discretion and on the written approval of both parties.

Also note, the proposal acknowledges laws and statutes enacted at the time of its writing. The parties will agree on amendments to the scope of services that become necessary if any changes occur to applicable rulings and create obligations that were unexpected at the time of the execution of this proposal.

We appreciate your consideration of this matter and remain available to discuss the proposal in more detail.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 9, 2022

Gabriel Perez, Assistant Director
Development Services Department
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Dear Gabriel Perez:

RE: City of Coachella's 6th Cycle (2021-2029) Revised Draft Housing Element

Thank you for submitting the City of Coachella's (City) draft housing element received for review on October 11, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The revised draft element addresses many statutory requirements described in HCD's November 24, 2021 review; however, revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code), as follows:

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction (Gov. Code, § 65583, subd. (c)(10)(A))*

Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)

Outreach and Enforcement: While the housing element includes a summary of fair housing enforcement and outreach capacity, it must also quantify and evaluate complaints at the City level. In addition, the element should discuss how the City complies with existing fair housing laws and regulations, any past fair housing lawsuits, consent decrees or other related legal matters.

Racial/Ethnic Areas of Concentration of Poverty (R/ECAP): The element identifies R/ECAPs but should also analyze the R/ECAPs, such as evaluating trends, conditions of the neighborhood relative to quality of life (e.g., housing conditions, infrastructure, parks, community amenities, safe routes to school, environmental health), comparisons to other neighborhoods, coincidence with

other fair housing assessment factors (e.g., displacement, overpayment, disparities in access to opportunity) and effectiveness or absence of past strategies related to equitable quality of life. The element must add or modify programs based on the outcomes of this analysis.

Disparities in Access to Opportunity: The element should describe availability and access to transportation mobility geographically within the City and impacts on the various components of the assessment of fair housing (e.g., race, disability, income, overpayment).

Disproportionate Housing Needs: The element includes some general information on persons experiencing homelessness and housing conditions but should also evaluate those needs, impacts and patterns within the City, such as areas of higher need. For homelessness, the element should examine disproportionate impacts on protected characteristics (e.g., race, disability) and patterns of need or areas with higher concentrations of persons experiencing homelessness, including access to transportation and services. For housing conditions, the element should discuss any areas of potentially higher needs of rehabilitation and replacement. The element may utilize local data and knowledge such as service providers and code enforcement officials to assist this analysis.

Local Data and Knowledge: The element must include local data, knowledge, and other relevant factors to discuss and analyze any unique attributes about the City related to fair housing issues. The element should complement federal, state, and regional data with local data and knowledge where appropriate to capture emerging trends and issues, including utilizing knowledge from local and regional advocates and service providers, City staff and related local and County planning documents.

Other Relevant Factors: The element must include other relevant factors that contribute to fair housing issues in the City. For instance, the element can analyze historical land use, zoning and barriers to housing choices, investment practices, seeking investment or lack of seeking investment to promote affordability and inclusion, information about redlining/greenlining, restrictive covenants and other discriminatory practices, land use related lawsuits, local initiatives, demographic trends, or other information that complements the state and federal data.

Identified Sites and Affirmatively Furthering Fair Housing (AFFH): The element must include data on the location of regional housing needs allocation (RHNA) sites by income group relative to all fair housing components. The analysis should address the number of units by income group and location, any isolation of the RHNA by income group, magnitude of the impact on existing concentrations of socio-economic characteristics and discuss how the sites improve fair housing conditions. The analysis should be supported by local data

and knowledge and other relevant factors and programs should be added or modified as appropriate to promote inclusive and equitable communities.

Contributing Factors to Fair Housing Issues: Based on the outcomes of a complete analysis, the element should re-assess contributing factors and particularly prioritize those factors then formulate appropriate policies and programs.

Programs: As noted above, the element must include a complete assessment of fair housing. Based on the outcomes of that analysis, the element must add or modify programs. Goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitment, metrics, milestones, and geographic targeting, and must address place-based strategies for community revitalization and displacement protection.

2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the... (Gov. Code, § 65583, subd. (c)(1).)

Realistic Capacity: As noted in the prior review, the calculation of residential capacity must account for the likelihood of 100 percent nonresidential uses. In response, the element notes the feasibility of affordable residential development in mixed use zones and includes a program to allow require residential uses on sites zoned for the lower-income RHNA. However, the element must still account for the likelihood of 100 percent nonresidential development on all sites, including the moderate and above-moderate income RHNA. The element should clearly describe whether 100 percent residential uses are allowed in nonresidential zones, discuss how often 100 percent nonresidential uses occur, adjust residential capacity assumptions and add or modify programs as appropriate. The element may include a program that requires minimum densities or establishes residential performance standards on nonresidentially zoned sites to address this requirement.

Infrastructure: The element generally was not revised to address this finding. The element must still clarify whether sufficient total water and sewer capacity is available (existing and planned) to accommodate the RHNA and add or modify programs if necessary.

Zoning for a Variety of Housing Types (Emergency Shelters): The revised element states that emergency shelters are allowed in the M-S Manufacturing Service Zone by-right without discretionary review. However, the element must also analyze the suitability and capacity of the M-S zone to meet the need for emergency shelters. For example, the element should identify the number of parcels, typical parcel sizes, available acreage, whether sites are underutilized, and any potential for reusing existing buildings to emergency shelters. The element should also discuss proximity to transit and services and any known hazardous conditions unfit for human habitation.

The revised element states that the development standards for emergency shelters comply with Government Code Section 65583(a)(4). The element states that emergency shelters are required to be a minimum of 300 ft. apart from each other; however, state law only allows a maximum of 300 ft separation requirement. The element must further clarify compliance with Government Code section 65583, subdivision (a)(4). In addition, the element should discuss if the City complies with AB 139 (Statutes of 2019) related to parking requirements and quantification of the emergency shelter need. The element should describe compliance with these requirements or revise Program 1.9 Emergency Shelters to implement actions to comply with Government Code section 65583, subdivision (a)(4) and AB 139 (Statutes of 2019).

Sites Inventory Electronic Form: For your information, please note, pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory. The City must submit an electronic version of the sites inventory with its adopted housing element to sitesinventory@hcd.ca.gov. For more information and technical assistance, please see HCD's housing element webpage at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements> or email the sites inventory team at sitesinventory@hcd.ca.gov.

Programs: As noted above, the element does not include a complete site analysis, therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. In addition, the element must still be revised as follows:

- Shortfall of Sites: The element now includes Programs 1.1 (General Plan Implementation), 1.2 (Lower Income Site Rezoning), 1.3 (General Plan Text Amendment) and 1.13 (General Plan Amendments) to address a

shortfall of sites to accommodate the RHNA, including committing to meet all by-right requirements pursuant to Government Code section 65583.2, subdivisions (h) and (i). However, the programs must still commit to acreage, allowable densities, appropriate development standards and anticipated units.

- Program 5.8 (Group Homes): This Program (formerly Program 1.10)) commits to administrative approval for group homes (seven or more persons) in high density and mixed-use zones. However, the program should also commit to all lesser density residential zones (e.g., single family).

3. *The housing element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)*

Program 1.10 (Farmworker Housing Support): As noted in the prior review, the element must include specific actions to assist in the development of housing for farmworkers. In response, the element now commits to prepare a brochure, meet with stakeholder once in the planning period and amend zoning as needed. In addition, the element should include specific commitment with discrete timing to at least annually and proactively reach out to developers of farmworker housing and identify and pursue development opportunities. This action should be coupled with commitment to assist with funding, support funding applications and provide incentives. The program should also commit to meet with farmworker advocacy and any other related groups at least every other year and make adjustments and pursue additional strategies within a specified time.

4. *Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b)(1 & 2).)*

The element now includes quantified objectives by income group for new construction and rehabilitation but provides no quantified objectives for conservation. For your information, conservation objectives are not limited to at-risk preservation and may include a variety of activities that promote stability in housing. Examples of programs that may be used for conservation objectives include Programs 2.3 (Neighborhood Enhancement), 2.4 (Mobile Home Park Maintenance), 2.7 (Tenant Outreach), 3.4 (Energy Efficiency) and 7.1 (Housing Choice Vouchers)

The element will meet the statutory requirements of State Housing Element Law once it has been revised and adopted to comply with the above requirements.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that

represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), a jurisdiction that failed to adopt a compliant housing element within one year from the statutory deadline cannot be found in compliance until rezones to make prior identified sites available and accommodate a shortfall of sites pursuant to Government Code section 65583, subdivision (c)(1)(A) and Government Code section 65583.2, subdivision (c) are completed. As this year has passed and Programs 1.1 (General Plan Implementation), 1.2 (Lower Income Site Rezoning), 1.3 (General Plan Text Amendment) and 1.13 (General Plan Amendments) have not been completed, the housing element will remain out of compliance until the rezonings have been completed.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD is committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Molivann Phlong, of our staff, at Molivann.Phlong@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize purchase of a 2024 Ford Explorer, in the amount of \$43,092.

STAFF RECOMMENDATION:

Authorize purchase of a 2024 Ford Explorer, in the amount of \$43,092.

EXECUTIVE SUMMARY:

The Code Enforcement Division is currently seeking the purchase of an additional Ford Explorer using available Abandoned Vehicle Abatement Funds. As per the City's Purchasing Procedures and Regulations all purchases in excess of \$25,000 require City Council approval and completion of a formal bid process. A cooperative purchasing agency (Sourcewell) has completed a formal bid process and awarded the bid to Enterprise Fleet Management, for both lease and purchase options for several vehicle makes and models.

Enterprise Fleet Management is able to procure a 2024 Ford Explorer for the amount of \$43,092.00. The Enterprise Fleet Management awarded bid by Sourcewell meets the formal bid process requirements. Staff requests authorization to piggyback on the provided Sourcewell award and authorize procurement of the 2024 Ford Explorer through Enterprise Fleet Management at the amount provided of \$43,092.

FISCAL IMPACT:

Appropriation of \$43,092 from available abandoned vehicle abatement funds will be required to authorize this purchase; these funds are available and the requested appropriation will not have a negative fiscal impact.

Attachment:

Exhibit A – Ford Explorer Bid

Prepared For: City of Coachella
Martinez, Maritza

Date 02/07/2023
AE/AM RRM/M7B

Unit #

Year 2023 **Make** Ford **Model** Explorer
Series Base 4dr 4x4

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

\$ 42,717.20	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 618.20 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 400.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Sandstone w/Cloth Captain's Chairs
Lic. Plate Type	Exempt
GVWR	0

\$ 43,117.20	Total Capitalized Amount (Delivered Price)
\$ 718.59	Depreciation Reserve @ <u>1.6666%</u>
\$ 180.75	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 899.34	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
---------	----------------------------	----------------------	--------------

\$ 46.50	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 78.69	Sales Tax <u>8.7500%</u>	State CA
----------	--------------------------	-----------------

Total Monthly Rental Including Additional Services

\$ 1.80	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc. that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 275.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 400.00
Other Charges Total		\$ 400.00

VEHICLE INFORMATION:

2023 Ford Explorer Base 4dr 4x4 - US

Series ID: K8B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$37,597	\$38,760.00
Total Options	\$3,900.00	\$3,900.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$43,092.00	\$44,255.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: 7N-(0 I) Sandstone w/Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
119WB	119.1" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
7	Cloth Captain's Chairs	Included	Included
7N_01	(0 I) Sandstone w/Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
CONNECT	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included	Included
STDGV	GVWR: 6,160 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included
YZ_02	(0 P) Oxford White	NC	NC
my24 est	estimated increase for MY24	\$3,900.00	\$3,900.00

CONFIGURED FEATURES:

Item 12.

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote engine start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 3 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 5 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Oil Level Gauge: oil level gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: Terrain Management System ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 35-30-35 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

3rd Row Seat Type: fixed third row 50-50 bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Item 12.



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Consideration to Fill Five Planning Commission Vacancies

STAFF RECOMMENDATION:

Staff recommends that the Mayor and City Council solicit applications to fill five vacancies on the Planning Commission.

BACKGROUND:

The Coachella Planning Commission is made up of five members and one alternative member, who are appointed to 4-year terms that are staggered. Accordingly, every two years, three commissioners must be newly appointed. The Coachella Municipal Code 2.26.020 (B), states that each council member may nominate an individual to serve on each city commission and committee subject to appointment by the mayor, with approval by the city council, at open session of a regular or special city council meeting. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council. The Coachella Municipal Code 2.26.020 (D), states that in an event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced. There is no individual council member nomination for the Alternate Planning Commissioner.

The terms for Planning Commissioner Miguel Navarrete (Nominated by Mayor Pro Tem Gonzalez), Miguel Leal and Ventura Gutierrez expired November 2022 and they are currently serving as Commissioners until the City Council nominates and approves candidates to serve for the next Planning Commissioner 4-year term. Two other vacancies have occurred due to the recent election of Councilmembers Virgen and Figueroa to the City Council who previously serves as Planning Commissioners. The terms of those vacancies will need to be filled until November 2024.

Table 1: Planning Commission Term Status

Planning Commissioners	Term Status	Term action required
Ruben Gonzalez	June 26, 2019-November 2024	None required
Vacancy (Currently served by Miguel Navarrete)	Expired (June 26, 2019-November 2022)	2022- November 2026
Vacancy (Vacated by Frank Figueroa)	Expired (February 10, 2021-November 2024)	Remainder term to November 2024
Vacancy (Vacated by Stephanie Virgen)	Expired (June 26, 2019-November 2024)	Remainder term to November 2024
Vacancy (Currently served by Miguel Leal)	Expired	2022- November 2026
Vacancy (Currently served by Ventura Gutierrez (Alternate)	Expired (February 23, 2022-November 2022)	2022- November 2026

DISCUSSION/ANALYSIS:

The City Clerk's Office received a total of six (6) applications by the application deadline of Friday, February 3, 2023 and one (1) application submitted after the deadline as follows:

- Yurema Arvizu (Submitted after February 3, 2023 deadline)
- Karina Andalon
- Rosalio Avila
- Oscar Fonseca
- Andrew Gallegos
- Ventura Gutierrez
- Jason Hernandez
- Karen Hernandez (Submitted after February 3, 2023 deadline)
- Miguel Leal
- Isela Murillo
- Diana Ramirez (Submitted after February 3, 2023 deadline)

The City Council will need to fill the following Planning Commissioner vacancies:

- Two (2) Planning Commission vacancies until November 2022
- Two (2) Regular Planning Commission vacancies until November 2026
- One (1) Alternate Planning Commission vacancy until November 2026

FISCAL IMPACT:

There are no direct fiscal impacts by appointment of Planning Commissioners on the adopted budget for Fiscal Year 2022/2023.

ALTERNATIVE(S):

- 1) Fill the existing Planning Commission vacancies from the submitted Planning Commissioner applications.
- 2) Request that City extend the deadline for Planning Commissioner applications and fill existing Commission vacancies at a future date.
- 3) Continue this item and provide staff direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative 1.

Attachments:

1. Planning Commission Applications

- Yurema Arvizu
- Karina Andalon
- Rosalio Avila
- Oscar Fonseca
- Andrew Gallegos
- Ventura Gutierrez
- Jason Hernandez
- Karen Hernandez
- Miguel Leal
- Isela Murillo
- Diana Ramirez



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Monday, February 14, 2022**
Application must be received by the deadline in order to be considered

NAME: Yurema Arvizu

ADDRESS: 52389 Las Palmas, Coachella CA

TELEPHONE: 760-625-4338 **E-MAIL:** yuremaarvizu@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

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

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

I recently ran for city council in November of 2022. During my time connecting with voters,
various issues and concerns were brought up to me and what I found was that various
residents are unaware of what the city is currently working on. I would like to join this
commission to amplify the voice of our residents. I have a background in communications and
I am currently a part of the Cultural and Arts Commission.

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

Goals: Address residents concerns. Vote on behalf of the residents, removing personal interest. Push for community
involvement.

Plan: Continuously advocate for residents by putting residents needs first and reviewing the
benefits and potential hazards of certain projects. Invite residents to meetings and ensure we are
always being transparent with the community by working with city officials.

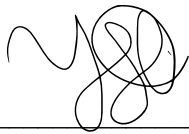
3. What special qualities can you bring to the Commission?

I have been active in the community through various means including as a Reproductive Health Educator with
Planned Parenthood. I understand and know the community. Years of communications experience has made me
a natural problem solver and I always make an effort to reach agreements and work together to make decisions
that will lead to the best outcome.

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

I would like to see more time be put aside for public comments, especially while an item is being discussed to allow for healthy dialogue.

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



Signature

02/06/2023

Date

.....
Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Friday, February 3, 2023
Application must be received by the deadline in order to be considered

NAME: Karina Lizeth Andalon

ADDRESS: 51878 Genoa St. Coachella CA 92236

TELEPHONE: 323.239.6669 E-MAIL: Lizethandalonkarina@gmail.com

COMMISSION: Planning Cultural and Arts Parks and Recreation UUT
(Please Circle One)

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

As a young individual I believe that I may represent my parents & older community with younger folks voices. I have lived in the ECV and in the City of Coachella and have seen the great work completed and hope to be part of a group of changemakers.

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

I have had the opportunity to graduate from college with a BA in Public Policy; we have always been motivated to study & return to our community. However, there is not many housing options for younger individuals.

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

As a youth coordinator I have had the honor of hearing what our local (CVUSD) students hope to see in the City of Coachella. Additionally, I like to believe that I'm a community driven person and I love that I'm able to communicate & positively represent our community.

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

I'm glad that anyone [no matter our educational background] is able to apply to this position.

This brings to me a question in mind of the set of expectations that are expected from me, will there be a sort of training/orientation on how to properly serve in the

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

I just believe that having a range of background [educational, experience, and age] can benefit our community, so everyone feels represented.

- Thank you!

Signature



Date

02-03-23

Note: Members of commissions shall be appointed for four year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Monday, February 14, 2022
Application must be received by the deadline in order to be considered

NAME: Rosalio Avila

ADDRESS: 49783 Corte Percebe

TELEPHONE: 760-989-8422 E-MAIL: Stayfreshtint@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

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

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

Been a Resident of Coachella since 2001 Seen how much improvement we have made in the City
over the years, been involved in the City as a Parks and Recreation commissioner from 2021-2023

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

How can we grow to bring more Business too our City of Coachella.

Being a resident since 2001 I have seen the improvements and would like to share my business
ways to help with improvement.

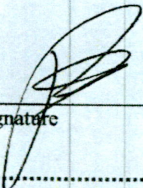
3. What special qualities can you bring to the Commission?

Being a business owner since 2013 I can bring business knowledge to the commission.

CITY OF COACHELLA
PLANNING COMMISSION APPLICATION
PAGE 2

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

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



Signature

2/3/23

Date

.....
Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Monday, February 14, 2022
Application must be received by the deadline in order to be considered

NAME: Oscar Fonseca

ADDRESS: 48944 Chichen Itza Rd. Coachella Ca 92236

TELEPHONE: 760.902.6979 E-MAIL: o.fonseca109@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

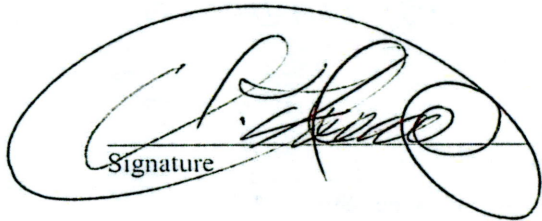
1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

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

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

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

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



Signature

1/9/2023
Date

.....
Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)

City of Coachella Planning Commission Application

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

I am Oscar Fonseca, Career Counselor at California State University, San Bernardino- Palm Desert Campus (CSUSB-PDC). I have over fifteen (15) years of experience developing community engagement programs and evaluating and balancing budgets. I am also a connector of young professionals to local industries in our community. I have established relationships with local community, business, and civic leaders that can attest that I have the best interest to make our community the gold standard across our state. I have worked with College of the Desert and Big Brothers Big Sisters of the Desert and am a Co-founder of OneFuture Coachella Valley. That is why in my humble opinion, I believe I should be appointed.

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

The goal must be to find ways to work collaboratively with the other commissioners in the best interests of the residents of the City of Coachella to have a transparent approach to everyday city business. My vision as a commissioner will always be to have honor and commitment to the city's residents that I will serve.

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

The qualification that I can bring to the Commission are as follows:

- Budget Analysis
- Program Development
- Strategic Planning
- Community Engagement
- Connector
- Expert Networker

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

I am more than willing to work with the rest of the commissioners for the benefit of the residents of the City of Coachella.

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

I am interested in further engaging the youth of our community to be even more connected and committed to the planning of our city. We need to find ways to make a more significant personal investment in our city's youth. Scholarships and financial literacy will work, but my vision is to find ways for our families to invest emotionally in our town.



CITY OF COACHELLA

COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Friday, February 3, 2023

Application must be received by the deadline in order to be considered

NAME: Andrew Gallegos

ADDRESS: 49-615 Cesar Chavez St. Spc. 107, Coachella, CA 92316

TELEPHONE: 760-574-9283

E-MAIL: SirKnightandrew1980@gmail.com

(PLEASE CIRCLE THE COMMITTEE YOU ARE APPLYING FOR TO AVOID APPLICATION DELAY OR REJECTION)

PLANNING COMMISSION COMMITTEE

CULTURAL & ARTS COMMITTEE

PARKS AND RECREATION COMMITTEE

UTILITY USERS TAX CITIZENS OVERSIGHT COMMITTEE

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

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

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

I have been helping out the City of Coachella for many years with the Knights of Columbus and Fish Food Bank. I am currently on the Cultural and Arts Commission.

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

The goals are to better the City with projects the citizens of Coachella would like to see. I would set

a due date to accomplish all goals for the city.

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


My special qualities are working with non profit charities on a local level or state level. I have been a part of a non-profit organization for 15+ years. I can bring many organizations to help out with our Planning Commission.

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

None as of now.

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

The city will benefit from the knowledge that I carry and the fight that I will bring to our community.


Signature

1-22-2023
Date

Note: Members of commissions shall be appointed for four year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Monday, February 14, 2022
Application must be received by the deadline in order to be considered

NAME: Ventura Gutierrez

ADDRESS: 52-754 Calle Avila, Coachella

TELEPHONE: 442-270-4522 E-MAIL: asambleanam52@live.com.mx

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I am a former President of the Commission and current alternate commissioner. A life long resident of Coachella and retired school teacher from the CVUSD.

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

I feel that the top priority for the Commission should be the review of the General Plan by the Commission members. Then a special joint session with the City Council members to set goals and objectives within a short, middle and long term work plan for the City.

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

The knowledge and experience I have acquired over the years as a resident of Coachella and being a member of the Commission.

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

None. My experience has been a positive one working w/ past and current members.

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

One of several priorities I would like to propose is that the planning commission and the City should work towards setting up a joint powers agreement between the City, CVSD, JFT, CVWD, Riverside relative to planning & development.

Kristina M. Glavin
Signature

01-19-2023
Date

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Monday, February 14, 2022**
Application must be received by the deadline in order to be considered

NAME: Jason Hernandez

ADDRESS: 83581 Nicklecreek Dr. Coachella, Ca. 92236

TELEPHONE: 760-289-9997 **E-MAIL:** jason.cota.hernandez@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

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

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

I am quickly approaching 20 years in the Electric Utility Delivery Sector in my
professional career. Throughout this time I have gained extensive knowledge in Dry
and Wet utilities. As Coachella continues to grow, I have the proper training to
steer this commission in the right direction responsibly.

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

The goal of the commission is to properly implement The General Plan adopted by the City of
Coachella within reason. Having a clear understanding of the objective of the commission
achieving its purpose is done by properly implementing "The General Plan."

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

I can list a multitude of qualities, but the correct answer is I will give my commitment, and exercise
best practice for what is being discussed and presented without reservation.

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

No.

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

Idea, The City should issue Ipads to Commission to cut back on paper package that will be
distributed before meetings.


Signature _____

1/31/2023
Date _____

.....
Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Monday, February 14, 2022**
Application must be received by the deadline in order to be considered

NAME: Karen C. Hernandez

ADDRESS: 52832 Lee Lane, Coachella, CA 92236

TELEPHONE: 760-636-6042 **E-MAIL:** karen.mktg.chr@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I am a woman of color, born and raised in Coachella, with a Bachelor's of Science in Marketing & a Master's in Educational Administration. I have been a math teacher & administrator for the past 11 years for the Coachella valley, made a few changes on how Math is taught in our classrooms for math departments and set in motion the transition back into high school campuses post pandemic. My background in strategic planning, managing dept. budgets & allocations, and analyzing data are few of the qualities that qualify me as a candidate. I believe I should be appointed because it diversifies the population of candidates in office and it helps move our city forward towards equity and equality amongst our community members.

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

I see the goals and objectives of the Commission to guide and advise in all planning and development issues brought forth to the city of Coachella and how it may impact our city if approved, insuring that the general plans/guidelines approved are followed per protocols set forth, and reporting to the community. in order to achieve these goals & objectives accountability is key, of our committee and of each other and asking questions to bring clarity and transparency.

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

I am Bilingual, in English & Spanish, I'm bicultural, I come from a family who has worked in the agricultural fields & understand the hardships families go through when transition from one country for the betterment of the family.

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

At the moment, I do not.

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

Giving a voice and bringing forth the needs of the community and what we could benefit from is one of the benefits I would be bringing to the City of Coachella.

Karen C. Hernandez

Signature

2/20/2023

Date

.....

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member’s term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member’s previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Monday, February 14, 2022**
Application must be received by the deadline in order to be considered

NAME: Miguel Leal

ADDRESS: 50-595 Chiapas Dr. Coachella Ca. 92236

TELEPHONE: 760-296-8068 **E-MAIL:** lealmiky8301@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

Former Planning Commissioner member for the past 3 years for the City of Coachella

Architectural Designer & active member of the Community

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

My goal is to continue seen new projects coming to the City of Coachella that will benefit the community in a positive way and to follow all codes and regulations.

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

Team work, work ethic

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

No questions or comments.

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

As Member of the Planning Commission I will like to see a closer relationship with all
City Departments, to better serve the Residents of the City of Coachella.

Miguel Leal
Signature

02-02-2023
Date

.....
Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Monday, February 14, 2022**
Application must be received by the deadline in order to be considered

NAME: Isela Murillo

ADDRESS: 52138 Allende Dr. Coachella, CA 92236

TELEPHONE: 760.851.2585 **E-MAIL:** imurillo670@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

Coachella is a community mainly built of a Latino demographic, so it needs a team that is as close as to it's demographic as possible. As a Latina working for Healthcare in the Westside of the Coachella Valley
I can provide the knowledge that can help Coachella spread awareness and knowledge that will benefit the residents.

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

As a goal, I would like to help the younger community feel more engaged and appreciated. The commission can showcase a local artist every month. This can help engage a younger audience to the community.
An engagement like this would allow them to express their art, feel valued by their city and feel proud to see their creation within their community.

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

Because of my profession in Marketing, I offer the knowledge of community outreach, strategizing, planning and executing projects/events. On a personal level, I am a young Latina that lives in Coachella that can provide first-hand experience and insight of what can be done to help our community keep growing.

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

Does the Planning Commission count with a Master Plan? If so, how often is it updated?

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

I truly believe that if the commission runs a campaign focused on our talented youth, we can help our community flourish. A child or young adult that feels valued and seen by their community will only grow to love and protect its community and encourage others to do the same.

Isela Murillo
Signature

01/30/2023
Date

.....
Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)

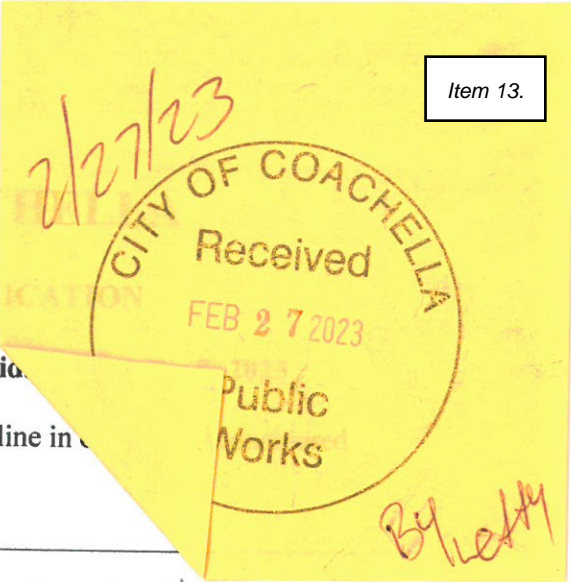


CITY OF COACHELLA

COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Friday, February 24, 2023.

Application must be received by the deadline in person at the City of Coachella Administration Center.



NAME: Diana Ramirez

ADDRESS: 50316 San Capistrano Dr. Coachella, CA 92236

TELEPHONE: 530-531-5023

E-MAIL: diramirez@gmail.com

(PLEASE CIRCLE THE COMMITTEE YOU ARE APPLYING FOR TO AVOID APPLICATION DELAY OR REJECTION)

PLANNING COMMISSION COMMITTEE

CULTURAL & ARTS COMMITTEE

PARKS AND RECREATION COMMITTEE

UTILITY USERS TAX CITIZENS OVERSIGHT COMMITTEE

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

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

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

Please see attached document for application responses. Thank you for your consideration.

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

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

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

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

Signature

Date

.....
Note: Members of commissions shall be appointed for four year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

**PLANNING COMMISSION COMMITTEE
APPLICATION RESPONSES**

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

As a resident of the City of Coachella, I embody the spirit and vision of the of the past, present, and future of our city. I have held advisory roles in communities across California and have returned to my community to give back and serve. For example, I was a Governor's appointee in Sacramento California, did work under Health and Human Services in Los Angeles County, and worked for the County Organized Health System in Orange County. I also hold a Master's degree from USC and have a host of certifications and an insurance license. My experience allows me to understand the complexity and demands of proper planning and advisory of organizations and government agency and municipalities like ours.

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

The Planning Commission plays a central role in the planning process in three important ways. First, it acts as an advisory board to the City Council on all planning and development issues. Second, the commission assures that the general plan is implemented by reviewing development applications on a case-by-case basis. Third, the commission functions as the decision-making body for housing and commercial project applications for new construction, remodels, conditional use permits, and other. I would help the Planning Commission achieve its goals by ensuring the voice and needs of our city are heard in all decisions and that livelihood and economic wellbeing of our community are at the forefront.

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

I have over 20 years in strategic planning, project planning/management, governance, stakeholder management, compliance with federal and state laws. I understand, housing, education, homelessness, housing, business, and healthcare issues and trends.

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

How does the Planning Commission determine the topics/issues for discussion?

What does the Planning Commission think the community needs are now and in the 3, 5 and 10 years?

What methods have been used or are currently used to allocate resources?

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

As a member of the Planning Commission, in addition to holding an advisory role and staying current on topics, I aim to empower our community by advocating for the best community infrastructure and resources. Lastly, I would recommend updating the City of Coachella website with updated information and resources that residents and business owners can use. This in turn would help spread awareness of the resources and provide the tools to help our residents and the community thrive as a whole.



STAFF REPORT
March 8, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: City Council’s Direction on Public’s Continued Participation During Meetings Via Zoom for Purposes of Public Comment and Presentations in light of End to COVID-19 State of Emergency

SUMMARY

With Governor Gavin Newsom ending California’s COVID-19 State of Emergency last month, the City Council must provide direction on what options the public will continue to have, if any, to participate in City Council meetings via Zoom for the purposes of public comment and conducting presentations.

This agenda item provides the City Council with an opportunity to discuss the options it will continue to make available to the public and provide direction to both City Staff and the City Attorney on what the new policy will be moving forward.

STAFF RECOMMENDATION:

Staff recommends that the City Council discuss and determine what options it will continue to make available to the public for participation in City Council meetings via Zoom and provide direction to both City Staff and the City Attorney.

BACKGROUND/ANALYSIS:

In March 2020, Governor Gavin Newsom issued Executive Order No. N-29-20, which suspended portions of the Brown Act that traditionally limited the use of teleconferencing for public meetings. In light of this Executive Order, the vast majority of cities and public agencies around the State provided the public with opportunities to participate in public meetings via Zoom to address the local legislative body or public agency. Despite this ability to participate in meetings virtually however, the Executive Order was clear that the relaxing of these Brown Act requirements were to “sunset” or end when either the pandemic or State of Emergency ended.

On October 17, 2022, Governor Newsom announced that the State’s COVID-19 State of Emergency would officially end on February 28, 2023. Consequently, the City Council must now determine whether the public may continue to participate during meetings via

Zoom for the purposes of public comment and presentations, and provide direction on the new policy moving forward. Should the Council require more information on the topic to help make its determination, attached to this Staff Report is a Memorandum by the City Attorney regarding the options for conducting virtual or “hybrid” meetings following the expiration of legislation relaxing the Brown Act teleconferencing rules.

ENVIRONMENTAL ASSESSMENT:

This action is not subject to environmental review under the California Environmental Quality Act (CEQA).

FISCAL IMPACT

None.

ATTACHMENT:

Memorandum from City Attorney regarding options for conducting virtual or “hybrid” meetings following the expiration of legislation relaxing the Brown Act teleconferencing rules.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE
ATTORNEY WORK PRODUCT

Memorandum

To: City Council
From: City Attorney
Date: March 6, 2023
Re: Options for Conducting Virtual or “Hybrid” Meetings Following the Expiration of AB 361

Question Presented:

Can members of local legislative bodies continue to hold virtual or “hybrid” (i.e. partial teleconference, partial in-person) Board meetings in light of Assembly Bill (AB) 361’s expiration? What options are available to the Board if they wish to continue holding virtual and/or “hybrid” public meetings?

Conclusion:

In light of the Governor ending the State’s COVID-19 State of Emergency on February 28, 2023 and AB 361’s expiration on January 1, 2024, the legislature passed AB 2449, which provides for relaxed teleconferencing rules when a member of the local legislative body must attend a meeting remotely due to an emergency or other reasons supported by “just cause.”¹ Until AB 361 expires in 2024, members of local legislative bodies wishing to appear remotely can continue to do if they find remote meetings necessary pursuant to AB 361 during a declared state of emergency, adhere to the new rules set forth in AB 2449, or revert back to the Brown Act’s original teleconferencing rules.

Discussion:

I. Passage AB 361 and Its Approaching Expiration

In response to challenges faced by public agencies during the COVID-19 pandemic and in an effort to extend the relaxed requirements related to virtual public meetings as set forth by Governor Gavin Newsome in Executive Order N-29-20, the California legislature passed AB 361 in September 2021. AB 361 streamlined the requirements for teleconference/virtual meetings under the Brown Act during times of declared emergency. Prior to the passage AB 361, the Brown Act required the posting of each teleconference location and making each location open to the public, which proved extremely difficult at the height of the COVID-19 pandemic.

¹ As defined by California Government Code Section 54953(i)(2)



BEST BEST & KRIEGER
ATTORNEYS AT LAW

With both local legislative bodies and the general public adapting and becoming more comfortable with attending public meetings virtually, many local legislative bodies lobbied to get legislation passed that would extend AB 361's requirements past its expiration. In response, the California legislature passed AB 2449, which aimed to accomplish this goal. It is important to note that although AB 361 is still effective until January 1, 2024, its requirements can only be invoked during a state of emergency as declared by the Governor. The Governor has announced that the COVID-19 state of emergency will end on February 28, 2023. Consequentially, local legislative bodies may continue to make or renew remote meeting findings under AB 361 until January 2024, but only during a declared state of emergency.

II. Current AB 361 Rules that are Re-Codified in AB 2449

As mentioned in the section above, the objective of AB 361 was to streamline the requirements for teleconference/virtual meetings under the Brown Act during times of declared emergency. The secondary purpose of AB 2449 was to recodify the relaxed teleconferencing requirements set forth by AB 361 and extend AB 361's effective date until 2026. Pursuant to AB 361, when a state of emergency is declared, a local legislative body may hold teleconference meetings without meeting certain procedural requirements (post agendas at teleconference locations, identify teleconference locations in the agenda, make all teleconference locations open to the public) in the following circumstances:

- The meeting is held during a proclaimed state of emergency and state/local officials have imposed or recommended measures to promote social distancing (e.g. Cal-OSHA or other regulatory guidance requiring employees to be trained in social distancing to reduce exposure);
- The meeting is held during a proclaimed state of emergency for the purpose of determining whether meeting in person during the emergency would present imminent risks to the health or safety of attendees; and/or
- The meeting is held during a proclaimed state of emergency and the body has already determined that meeting in person during the emergency would present imminent risks to the health or safety of attendees.

If the body is relying on the above findings to justify meeting by teleconference, it must be sure to:

- Give the public notice of how to access the meeting and offer public comment;
- Ensure that if a disruption to the online meeting occurs, the body takes no further action on agenda items until public access is restored;
- Avoid requiring public comments to be submitted in advance, and provide a real-time option for the public to address the body at the meeting; and



BEST BEST & KRIEGER
ATTORNEYS AT LAW

- If the state of emergency remains active or social distancing measures continue to be imposed/recommended by state or local officials, continue to make findings supporting the teleconference meetings at least every 30 days.

III. **Passage of AB 2449 and Its Relaxing of Teleconferencing Rules**

Effective January 1, 2023, AB 2449 reiterates the standard Brown Act teleconference rules, recodifies the rules set forth in AB 361 during states of emergency, and provides relaxed teleconferencing rules when a member of a local legislative body must attend a meeting remotely due to an emergency or other reasons supported by “just cause.”

Pursuant to the new teleconference rules set forth in AB 2449, a local legislative body may hold a “hybrid” (i.e. partial teleconference, partial in-person) meeting without having to comply with certain procedural requirements previously required by the Brown Act (i.e. post agendas at teleconference locations, identify teleconference locations in the agenda, make all teleconference locations open to the public) in the following limited circumstances:

- In instances where one or more members of the local legislative body (but less than a quorum) have “just cause” for not attending the meeting in person (e.g. childcare or family caregiving need, contagious illness, physical or mental disability need, or travel while on official public business); or
- In instances where one or more members of the local legislative body (but less than a quorum) experience an “emergency circumstance”² (e.g. a physical or family medical emergency that prevents in-person attendance).

Before a member of a local legislative body can appear remotely pursuant to the circumstances listed above however, the member must meet one of the following requirements: 1.) the member seeking to appear remotely must notify the local legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for “just cause” (as defined by AB 2449). This includes providing the local legislative body with a general description of the circumstances relating to their need to appear remotely at the given meeting; or 2.) the member requests that the local legislative body allow them to participate in the meeting remotely due to “emergency circumstances” and the local legislative body takes action to approve the request. The local legislative body must request a general description (generally not exceeding 20 words) of the circumstances relating to their need to appear remotely at the given meeting.

Additionally, it is important to note that AB 2449’s teleconference procedures may not be used by a member of the local legislative body for a period of more than three consecutive months or 20% of the regular meetings within a calendar year. In instances where the local legislative body meets less than ten (10) times per calendar year, a member of the local legislative body may not use AB 2449’s teleconference procedures for more than two meetings. Furthermore, although AB

²As defined by California Government Code Section 54953(i)(1)



BEST BEST & KRIEGER
ATTORNEYS AT LAW

2449 allows a member to participate in the meeting remotely, a quorum of the local legislative body must still meet in-person and comply with the following remote access rules:

- The body must provide either a two-way audio visual system or a two-way phone service in addition to live webcasting;
- The body must identify a call-in or internet-based access option on the agenda, in addition to the in-person meeting location;
- The body must ensure that if a disruption to the online meeting occurs, the body takes no further action on agenda items until public access is restored; and
- The body must avoid requiring public comments to be submitted in advance, and provide a real-time option for the public to address the body at the meeting.

IV. **The Original Brown Act Rules Still Remain Available**

Notwithstanding the requirements set forth by both AB 361 and AB 2449, local legislative bodies may always rely on the original Brown Act teleconferencing rules that continue to be in effect following the COVID-19 pandemic. According to the original Brown Act teleconferencing rules, local legislative bodies must comply with the following requirements:

- All votes must be by rollcall;
- The meeting must be conducted so as to protect the rights of the public appearing before the body or wishing to comment;
- All members of the public must be able to access the meeting and provide public comment;
- Teleconference locations must be identified in the agenda, copies of the agenda must be posted at all teleconference locations;
- Teleconference locations must be open to the public; and
- At least a quorum of the members of the local legislative body who are participating remotely must do so from locations within the agency's jurisdiction.



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Taco Shop 760 – Alcohol Sales and Entertainment Establishment Permit

SPECIFICS: Conditional Use Permit (CUP) No. 360 (Modification) to change the hours of operations related to the on-sale, service and consumption of beer, wine, and distilled spirits (Type 47) and Entertainment Permit No. 23-01 to permit limited entertainment within a 2,756 square-foot restaurant located at 48975 Grapefruit Blvd, Suite #3. Applicant: Alejandra Barcelo

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2023-12 (CUP No. 360 Modification) and Resolution No. PC 2023-13 (Entertainment Permit No. 23-01) for the following:

- Modify Conditional Use Permit (CUP) No. 360 related to liquor sales license (Type 47, On-Sale Beer, wine and distilled spirits– Eating Place) operating until 12 a.m. Monday through Wednesday and until 1:30 a.m. Thursday to Saturday at the Taco Shop 760 eating establishment.
- Approve an entertainment establishment permit to allow for recorded music, karaoke on Thursday, and live performances by a musical group of 3-4 persons Fridays through Saturday located at 48975 Grapefruit Blvd, Suite #3.

BACKGROUND:

Taco Shop 760 is currently operating as a restaurant within an existing commercial tenant space (Suite #3) located in the Plaza Mi Pueblo commercial center located on .58 acres at 48975 Grapefruit Blvd (APN 603-250-012). Plaza Mi Pueblo includes four retail suites, which includes Ana Perez Realtor, Kingz Barbershop, and Ink Devotion Tattoo and Body Piercing. Suite #3 was previously occupied by El Pecado Crafted Mexican Food.

On January 4, 2023, the Planning Commission approved CUP 360 for Taco Shop 760 to operate with a Type 47 On-Sale license for the sale of beer, wine and distilled spirits, but limited hours of operation between 8 a.m. to 10 p.m. The applicant originally stated in their CUP application that they proposed new hours with closing at 12 a.m. Monday through Wednesday and until 1:30 a.m. Thursday to Saturday. Staff inadvertently excluded discussion on the new proposed hours in the staff report for Planning Commission consideration. The applicant also proposed karaoke and live

music and is required to obtain an entertainment establishment permit for consideration at a public hearing of the City Council.

The Planning Commission recommended approval of the modification to CUP 360 and approval of Entertainment Permit No. 23-01 at a public hearing on February 15, 2023 and modified conditions of approval for the entertainment permit to require as follows:

- Management shall ensure that no littering, loitering, or consumption of alcohol occurs in and around the property. (condition of approval #14)
- A minimum of one licensed security officer will be required for Friday and Saturday after 10 p.m. when any entertainment events occur (musicians, karaoke, or similar related entertainment activities). – (condition of approval #22)

DISCUSSION/ANALYSIS:

The applicant, Alejandra Barcelo, submitted a request for a CUP to allow the on-sale of liquor (beer, wine and spirits) at the Taco Shop 760 restaurant. The zoning designation of the commercial center is within the C-G (General Commercial) and allows liquor sales with approval of a CUP. In December of 2016, the City adopted an ordinance requiring a conditional use permit for any off-sale and on-sale alcohol sales establishment, with additional land use regulations contained in Section 17.74.015 of the Zoning Code. The Conditional Use Permit findings are required to be made by the Planning Commission.

The subject site is located within Census Tract 9404 with a population of 6,242 person, where ABC concentration standards allow a maximum of 5 on-sale licenses, where 16 active licenses exist. When it is determined by ABC that there is an undue concentration of on-sale licenses, the Planning Commission must make findings that the public convenience or necessity justifies the issuance of the liquor license to the establishment.

Table 2 – On-Sale Alcohol Licenses

On-Sale Alcohol License within Census Tract 9404			
	Business Name	Address	License Type
1	FRATERNAL ORDER OF EAGLES AERIE NO 2594	46425 TYLER ST	51 (Club)
2	FRATERNAL ORDER OF EAGLES AERIE NO 2594	46425 TYLER ST	58 (Special On-Sale General)
3	Danniel Kim	49939 HARRISON ST	40 (On-Sale Beer – Bar, Tavern)
4	SPOTLIGHT 29 CASINO	46200 HARRISON ST	47 (On-Sale General – Eating Place)
5	SPOTLIGHT 29 CASINO	46200 HARRISON ST	68 (Portable Bar License)
6	SPOTLIGHT 29 CASINO	46200 HARRISON ST	77 (Event Permit)
7	SPOTLIGHT 29 CASINO	46200 HARRISON ST	58 (Caterer's Permit)
8	TAQUERIA ALLENDE	49715 HARRISON ST	41 (On-Sale Beer and Wine – Eating Place)
9	SANTA FE RESTAURANT	46425 TYLER ST	47 (On-Sale General – Eating Place)
10	ASADERO LOS CORRALES	46425 TYLER ST	41 (On-Sale Beer and Wine – Eating Place)
11	EASTERN BUFFET	49939 HARRISON ST	41 (On-Sale Beer and Wine – Eating Place)

	Business Name	Address	License Type
12	PIZZA HUT	46200 HARRISON ST	41 (On-Sale Beer and Wine – Eating Place)
13	CARNITAS LA PIEDAD RESTAURANT INC	49625 US HIGHWAY 86	48 (On-Sale General – Public Premises)
14	CARNITAS LA PIEDAD RESTAURANT INC	49625 US HIGHWAY 86	58 (Caterer's Permit)
15	MARISCOS GUAMUCHIL INC	49405 GRAPEFRUIT BLVD	47 (On-Sale General – Eating Place)
16	TACO SHOP 760 CORP	48975 GRAPEFRUIT BLVD, STE 3	58 (Caterer's Permit)
17	CHICAS GENTLEMENS CLUB	46156 DILLON RD	48 (On-Sale General – Public Premises)
18	CHICAS GENTLEMENS CLUB	46156 DILLON RD	58 (Caterer's Permit)
19	MARISCOS EL PATRON	84400 INDIO BLVD	47 (On-Sale General – Eating Place)
20	MI LINDO SINALOA	49291 GRAPEFRUIT BLVD, STE 2	58 (Caterer's Permit)
21	MI LINDO SINALOA	49291 GRAPEFRUIT BLVD, STE 2	47 (On-Sale General – Eating Place)

*Surrendered licenses are counted by ABC towards the concentration of ABC licenses.

Additionally, on-sale establishments may not fall within 700 feet of a church, school, park, playground, residence or another existing on-sale use as measured from property line to property line. The subject site is within 700 feet of the Islamic Society of Palm Springs and about 200 feet to the nearest residence on Las Cruces Street. The subject site is also within 700 feet of another on-sale establishment (Eastern Buffet – 570 foot distance). Staff contacted the Lieutenant Vasquez with the Riverside County Sheriff regarding any concerns for the proposed business operating with an entertainment permit that the City Council may want to consider when making CUP and Entertainment Permit findings or adding conditions of approval. Lieutenant Vasquez did not identify any concerns with the business and does not recommend any conditions of approval. No comments have been received from the public with any concerns about approval of the proposed CUP or Entertainment Permit.

The applicant proposes restaurant operating hours until 12 a.m., Monday through Wednesday and until 1:30 a.m., Thursday to Saturday. Additionally, the applicant proposes recorded music, karaoke on Thursday nights, and live performances by musicians of 3-4 persons Fridays through Saturdays. No use of the restaurant for dancing is proposed. Staff circulated the request to the Riverside County Sheriff's Department for comment and there are no concerns about the added hours of operation and the proposed entertainment uses. Staff has conditioned the project to ensure that amplified music and the live musician performances occur inside the restaurant suite at all times to ensure compliance with the City's noise ordinance.

Site Plan / Parking and Circulation:

The commercial site is fully developed and includes all required on-site parking.

ENVIRONMENTAL REVIEW:

Staff has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as “Existing Facilities” (CEQA Guidelines, Section 15301). The proposed project consists of the operation, licensing and minor alteration of an existing private commercial structure involving no expansion of existing or former commercial use on the property. The subject site has been used for commercial retail establishments and no expansions of floor area are proposed.

ALTERNATIVES:

- 1) Adopt Resolution No. 2023-12 and Resolution No. 2023-13 approving a modification to CUP 360 and approving Entertainment Establishment Permit No. 23-01 with the findings and conditions as recommended by Staff.
- 3) Not approve Resolutions No. 2023-12 and 2023-13. Request that staff prepare Council Resolutions denying the proposed permits and modifications. Under this alternative, CUP No. 360 for on-sale alcohol (beer, wine and distilled spirits) would remain active but under existing limited hours of operation and no permitted entertainment.
- 3) Continue this item and provide staff and the applicant with direction.

CONCLUSIONS AND RECOMMENDATIONS

Based on the analysis contained herein and the findings listed below, staff is recommending that the City Council approve alternative #1, modifying Conditional Use Permit No. 360 and approving Entertainment Permit No. 23-01 with the findings and conditions listed in Resolution No. 2023-12 and Resolution No. 2023-13.

Attachments:

1. Resolution No. 2023-12 (CUP No. 360 Modification)
Exhibit A – Conditions of Approval
2. Resolution No. 2023-13 (Entertainment Permit No. 23-01)
Exhibit A – Conditions of approval
3. Vicinity Map
4. Taco Shop 760 Floor Plan

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING OF A MODIFICATION TO CONDITIONAL USE PERMIT NO. 360 TO ALLOW ON-SALE BEER, WINE, AND DISTILLED SPIRITS SERVICE FOR THE 2,756 SQUARE FOOT TACO SHOP 760 OPERATING UNTIL 12 A.M. MONDAY THROUGH WEDNESDAY AND UNTIL 1:30 A.M. THURSDAY TO SATURDAY (ABC LICENSE TYPE 47 – ON- SALE BEER, WINE AND DISTILLED SPIRITS – EATING PLACE), IN AN EXISTING COMMERCIAL BUILDING LOCATED AT 48975 GRAPEFRUIT BLVD, SUITE 3 (APN 603-250-012); ALEJANDRA BARCELO, APPLICANT.

WHEREAS, Alejandra Barcelo filed an application for Conditional Use Permit No. 360 (CUP 360) to allow a 2,756 square foot restaurant with service of beer, wine, and distilled spirits (ABC License Type 47 – On Sale Beer, Wine and Distilled Spirits) in an existing commercial building located at 48975 Grapefruit Blvd; Assessor’s Parcel No. 603-250-012 (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on CUP No. 360 on January 4, 2023 at 1515 6th Street, Coachella, California regarding the proposed Project and approved CUP No. 260; and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing for a modification to CUP No. 360 on February 15, 2023 at 1515 6th Street, Coachella, California regarding expanded hours of operation and consideration of Entertainment Permit No. 23-01 recorded music, karaoke on Thursday, and live performances by a musical group of 3-4 persons Fridays through Saturday recommending approval to the City Council; and,

WHEREAS, the City Council conducted a duly noticed public hearing for a modification to CUP No. 360 and Entertainment Permit No. 23-01 on March 8, 2023 at 1515 6th Street, Coachella, California; and,

WHEREAS, at the City Council hearing, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 17.74 of the Coachella Municipal Code.

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City’s General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed restaurant with on-sale beer, wine, and distilled spirits; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby approve Conditional Use Permit No. 360 (modification), subject to the findings and conditions of approval listed below.

Section 1. Incorporation of Recitals

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as fully set forth in this resolution.

Section 2. CEQA Findings

Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the City Council, and the facts outlined below, the City Council hereby finds and determines that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an “Existing Facilities” project (CEQA Guidelines, Section 15301a) as the proposed on sale service of liquor will occur in conjunction with an existing business in an existing commercial building

Section 4. Conditional Use Permit Findings

With respect to Conditional Use Permit No. 360 (modification), the City Council finds as follows for the proposed on-sale alcohol request:

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 because the proposed restaurant use with alcohol sales is within the Suburban Retail District land use designation according to the General Plan 2035, which allows the intended physical character to provide convenient access and parking for motorists while also providing an attractive shopping environment. The on sale offerings of beer, wine and distilled spirits at Taco Shop 760 will provide a unique service to the Suburban Retail District and citywide that accomplished the goals of the General Plan.
2. The proposed use will be located, designed, constructed, operated and maintained so

as to be compatible with the existing character of the general vicinity and shall not change the essential character of the same area because the proposed use is within a zoning designation of 'C-G' (General Commercial) which permits restaurants with alcohol service subject to obtaining a conditional use permit to sell alcoholic beverages. The proposed use is located on Grapefruit Boulevard and is compatible with the adjoining commercial uses and the conditional use permit can be revoked if any of the conditions of approval are violated.

3. Consideration has been 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 development, because the existing commercial tenant space is within an existing commercial building with all infrastructure available on-site for the existing restaurant and an existing commercial parking lot.
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. As conditioned, the proposed use will provide for the sale of alcoholic beverages. The Riverside County Sheriff indicated that there are no concerns about the operations of this establishment, including service of on-sale beer. The Sherriff's Department does not recommend conditions related to public safety concerns. As such, there are no anticipated hazardous or disturbing effects to the existing and neighboring uses.
5. The proposed use provides vehicular approaches to the property designed for reasonable minimal interference with traffic on surrounding public streets or roads as the commercial center that the subject business is located in is already existing and traffic and vehicular approaches were already considered and approved by the City Engineer and the Planning Commission. The City of Coachella has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an "Existing Facilities" project (CEQA Guidelines, Section 15301a) as the proposed on sale service of liquor will occur in conjunction with an existing business in an existing commercial building.
6. Although the Taco Shop 760 restaurants does fall within seven hundred (700) feet, measured from property line to property line, of a use for religious worship (Islamic Society of Palm Springs), and residential use, the benefit of the restaurant outweighs the distance restrictions and the public convenience or necessity is justified to issue the on-sale beer, wine and distilled spirits license as the restaurants will offer a wide selection of food in a commercial center on a major corridor envisioned to have such uses. The Islamic Society of Palm Springs is 273 feet to the west and separated by three parcels. The nearest residence is approximately 150 feet to the Southwest and is separated by Avenue 49.
7. Although the Taco Shop 760 establishment does fall within seven hundred (700) feet,

measured from property line to property line, of an existing liquor, off-sale use (Eastern Buffet) the benefit of the supermarket outweighs the distance restrictions and the public convenience or necessity is justified to issue the on-sale beer and wine license as the restaurant will offer a wide selection of food products and increase the availability of restaurant establishments to Coachella residents and within walking distance to the immediate neighborhood. A condition of approval for CUP 360 requires that not greater than 20 percent of the gross floor area or 1,500 sq. ft. whichever is less id dedicated to a bar or storage, sales, and display of liquor/alcoholic beverages and said area is separated by physical barriers from the main seating area for serving meals.

- 8. The restaurant establishment at the location will not adversely affect the economic welfare of the nearby community, but rather would expand the availability of jobs and would serve as an anchor for the commercial center, which would also provide jobs and increase the City's sales tax revenues.
- 9. The exterior appearance of the structure of the proposed establishment will not be inconsistent with the exterior appearance of commercial structures already constructed or under construction within the immediate neighborhood so as to cause blight or deterioration, or substantially diminish or impair the property values within the neighborhood. The business is located in an existing commercial center that was approved under Architectural Review and included high quality Spanish Architectural design.

Section 5. City Council Approval

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council hereby approves Conditional Use Permit No. 360 (modification) subject to and amended by conditions of approval in "Exhibit A."

PASSED APPROVED and ADOPTED this 8th day of March 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)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2023-12 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 8th day of March 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

Exhibit A - Resolution No. PC2023-03
CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT 360 (Modification)
**Modification shown in bold and strikeout.*

General Conditions

1. The conditional use permit shall expire and shall become void one year following the date on which the conditional use became effective unless alcohol sales is commenced within 12 months of the effective date of this Conditional Use Permit or an extension of time is reviewed by the Planning Commission. A request for time extension shall be filed in a timely manner with applicable fees.
2. Conditional Use Permit No. 360 is an approval for the on sale of beer, wine and distilled spirits in conjunction with the Taco Shop 760 restaurant. This approval is based on the floor plan submitted for the proposed project. Violation of any of the conditions of approval shall be cause for revocation of the Conditional Use Permit.
3. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
4. The use shall meet the standards within the limits established by the Coachella Municipal Code as related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to the establishment or operation.
5. Hours of operation of the restaurant may be from 8:00 a.m. to ~~10:00 p.m.~~ 12 a.m. Sunday through ~~Wednesday~~ **Sunday** and **8:00 a.m. to 1:30 a.m. Thursday through Saturday with last call for alcohol service at 1:00 a.m.**
6. The applicant shall comply with all requirements imposed by the State Department of Alcoholic Beverage Control and a review of this conditional use permit will be required if the business results in an increase in floor area.
7. Not greater than 20 percent of the gross floor area or 1,500 sq. ft. whichever is less id dedicated to a bar or storage, sales, and display of liquor/alcoholic beverages and said area is separated by physical barriers from the main seating area for serving meals.

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING ENTERTAINMENT ESTABLISHMENT PERMIT NO. 23-01 TO ALLOW LIMITED ENTERTAINMENT EVENTS WHERE ON-SALE BEER, WINE, AND DISTILLED SPIRITS SERVICE IS PROVIDED IN A 2,756 SQUARE FOOT TENANT SPACE FOR THE TACO SHOP 760 RESTAURANT, IN AN EXISTING COMMERCIAL BUILDING LOCATED AT 48975 GRAPEFRUIT BLVD, SUITE 3 (APN 603-250-012); ALEJANDRA BARCELO, APPLICANT.

WHEREAS, Alejandra Barcelo filed an application for Entertainment Permit No. 23-01 to allow a 2,756 square foot restaurant with service of beer, wine, and distilled spirits (ABC License Type 47 – On Sale Beer, Wine and Distilled Spirits) to utilize recorded music, karaoke on Thursday, and live performances by a musical group of 3-4 persons Fridays through Saturday in an existing commercial building located at 48975 Grapefruit Blvd; Assessor’s Parcel No. 603-250-012 (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on CUP No. 360 on January 4, 2023 at 1515 6th Street, Coachella, California regarding the proposed Project and approved CUP No. 260; and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing for a modification to CUP No. 360 on February 15, 2023 at 1515 6th Street, Coachella, California regarding expanded hours of operation and consideration of Entertainment Permit No. 23-01 recorded music, karaoke on Thursday, and live performances by a musical group of 3-4 persons Fridays through Saturday recommending approval to the City Council; and,

WHEREAS, the City Council conducted a duly noticed public hearing for a modification to CUP No. 360 and Entertainment Permit No. 23-01 on March 8, 2023 at 1515 6th Street, Coachella, California; and,

WHEREAS, at the City Council hearing, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 15.24 of the Coachella Municipal Code.

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City’s General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed outdoor entertainment venue with where alcohol is served; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby recommend approval of Entertainment Permit No. 23-01, subject to the findings and conditions of approval listed below:

Section 1. Incorporation of Recitals

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as fully set forth in this resolution.

Section 2. CEQA Findings

Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the City Council and the facts outlined below, the City Council hereby finds and determines that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an “Existing Facilities” project (CEQA Guidelines, Section 15301a) as the proposed on sale service of liquor will occur in conjunction with an existing business in an existing commercial building

Section 4. Entertainment Establishment Permit Findings

With respect to Entertainment Permit No. 23-01, the City Council finds as follows for the proposed entertainment permit request:

1. The information provided in the application is accurate, complete and truthful, as evidenced by staff and there are no known violations of any laws, ordinances, or regulations related to the applicant's fitness to manage or operate the proposed entertainment venue.
2. The applicant possesses the required moral character to comply with the requirements of Chapter 5.24 and the conditions of approval imposed herein. As conditioned, the proposed added security measures will ensure that the public safety for the business will be maintained to the satisfaction of the Chief of Police.

3. The applicant has sufficient resources and expertise to operate the proposed entertainment venue in a safe, professional and effective manner in accordance with the City's Municipal Code. The owner has successfully operated Taco Shop 760 establishment in other location and the Riverside County Sherriff reported minimal complaints or calls for services at these establishments.
4. 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 because the proposed restaurant use with alcohol sales is within the Suburban Retail District land use designation according to the General Plan 2035, which allows the intended physical character to provide convenient access and parking for motorists while also providing an attractive shopping environment. Taco Shop 760 will provide a unique service to the Suburban Retail District and citywide that accomplished the goals of the General Plan.
5. The City of Coachella has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an "Existing Facilities" project (CEQA Guidelines, Section 15301a) as the proposed entertainment uses ancillary to and in conjunction with an existing restaurant business in an existing commercial building.

Section 5. City Council Approval

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council hereby approves Entertainment Permit No. 23-01 subject to conditions of approval in "Exhibit A."

PASSED APPROVED and ADOPTED this 8th day of March 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)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2023-13 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 8th day of March 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

Exhibit A - Resolution No. PC2023-13**CONDITIONS OF APPROVAL****ENTERTAINMENT ESTABLISHMENT PERMIT NO. 23-01**

(Changes to conditions of approval include new language in BOLD and removed language in strike-out)

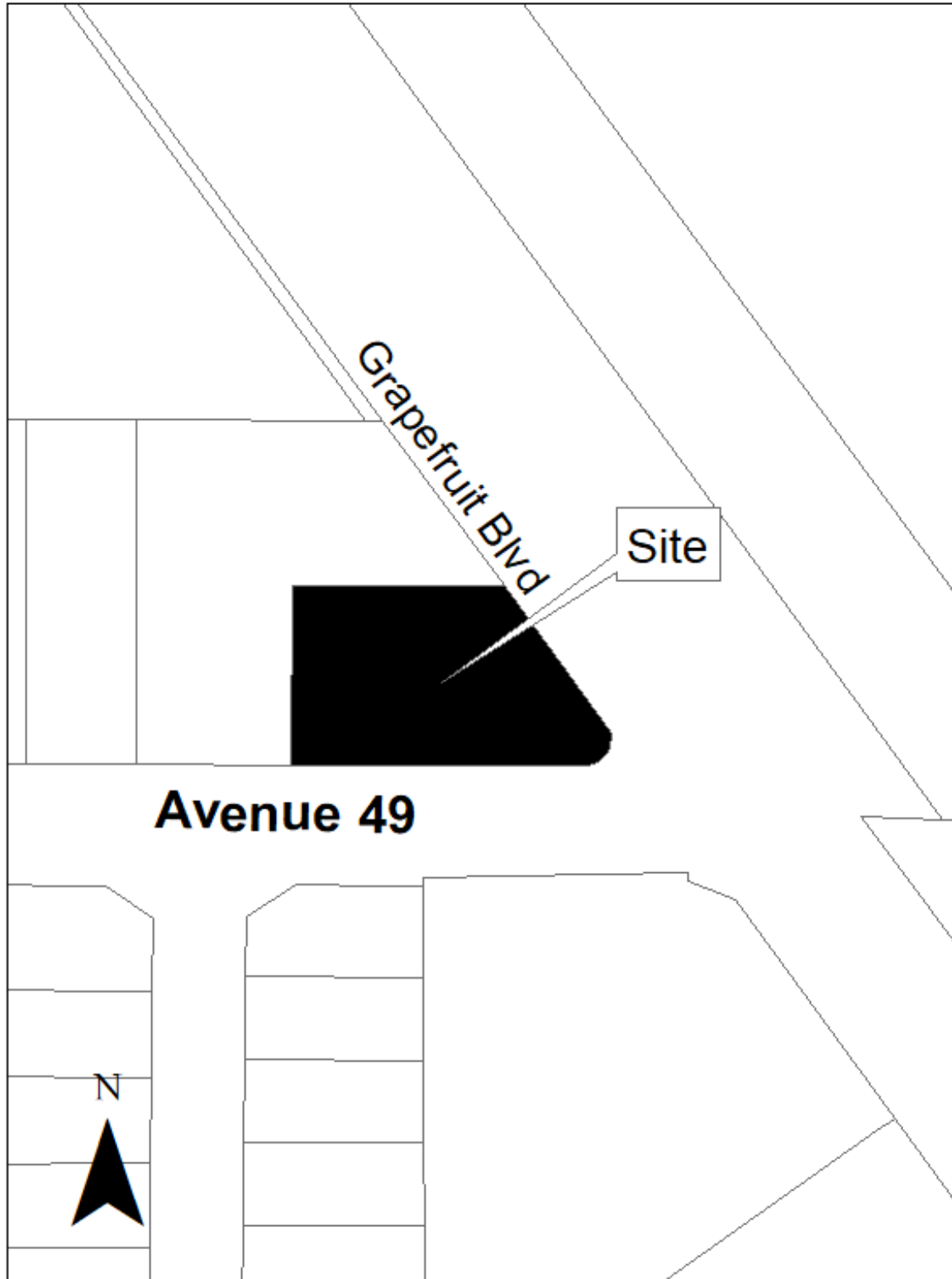
General Conditions

1. Entertainment Permit No. 23-01 is an approval for an entertainment venue where alcohol may be served with recorded music, karaoke on Thursday, and live performances by a musical group of 3-4 persons Fridays through Saturday. This approval is based on the site plan and floor plan submitted for the proposed project. Violation of any of the conditions of approval shall be cause for revocation of the Entertainment Permit No. 22-01.
2. Any break in service, meaning the closure of the event venue for a period of 180 consecutive days, will result in the expiration of this Entertainment Permit.
3. The applicant will agree to defend and indemnify the City of Coachella against all claims, actions, damages, and losses, including attorney fees and costs, in the event that anyone files legal challenges to the approval of this project on the basis of the California Environmental Quality Act (CEQA). The applicant shall execute a standard indemnification agreement subject to review by the City Attorney before any event is held subject to this permit.
4. The use shall meet the standards within the limits established by the Coachella Municipal Code as related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to the establishment or operation.
5. The applicant shall comply with Noise Control standards of the Municipal Code (Chapter 7.04). No amplified sound equipment or live music performances are permitted to occur outdoors.
6. Hours of operation for event venue may be from 7:00 a.m. to 12:00 a.m., Monday through Wednesday and 7:00 a.m. until 1:30 a.m. Thursday to Sunday with last call for alcohol service at 1:00 a.m. The City reserves the right to modify the hours of business operation after 12 months of continuous Entertainment establishment use has lapsed, based on information provided by the Coachella Police regarding calls for service. Any music performances or karaoke associated with the entertainment permit shall occur after 6 p.m. and this restriction does not apply to ambient music.
7. The applicant shall comply with all requirements imposed by the State Department of Alcoholic Beverage Control.
8. The applicant shall obtain all other applicable permits, if required, from the appropriate agencies (i.e. Fire Department, Building Division, Sheriffs Department, Department of Public Health etc.).

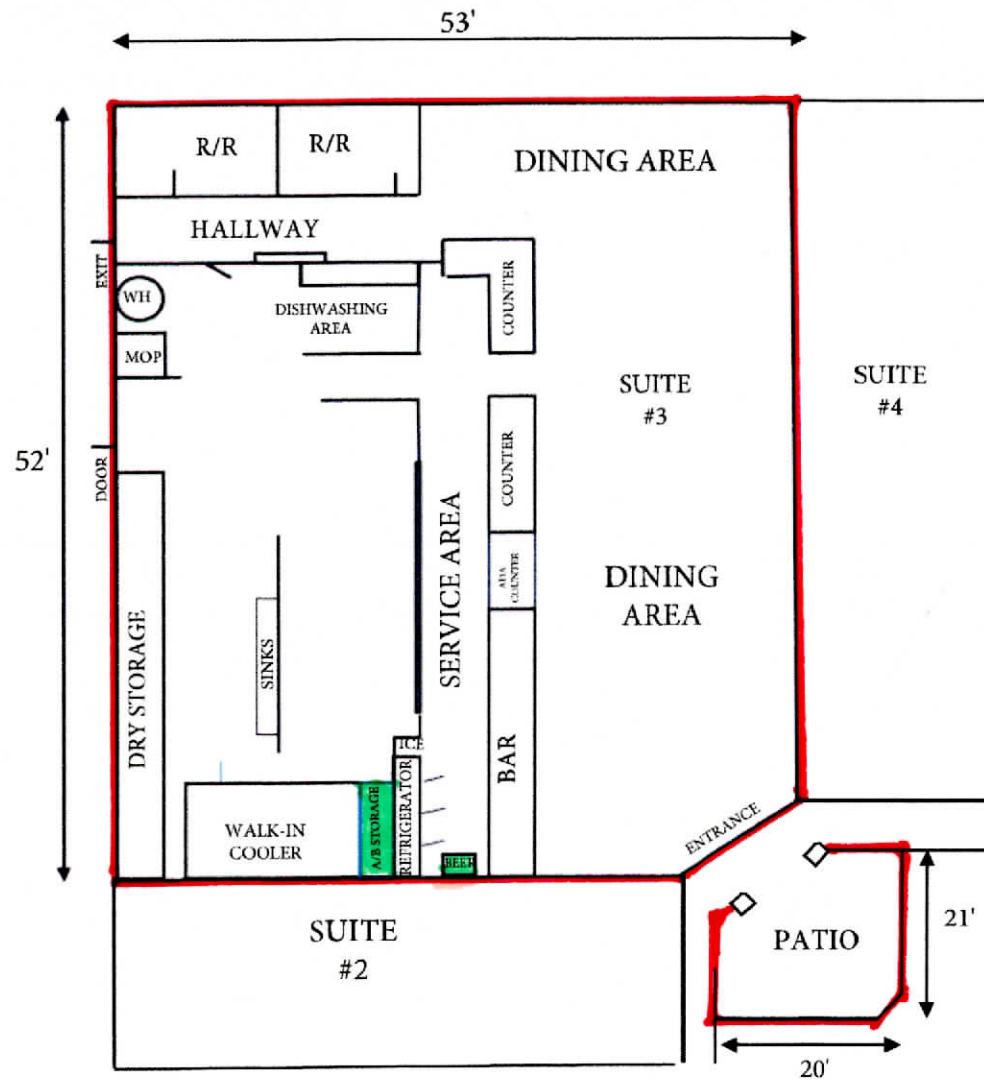
9. Any other proposed entertainment event beyond the scope of this permit shall require a special event permit will be required through the City Manager's office. Said application and applicable fees shall be submitted a minimum of five (5) working days, not including days when City Hall is closed, prior to the event.
10. Any signs displayed shall comply with the City of Coachella Sign Ordinance.
11. The permittee shall comply with the Chapter 7.04 of the Coachella Municipal Code, (Noise Control.)
12. Signs advertising brands of alcoholic beverages or the availability of alcoholic beverages at the subject site shall not be visible from the exterior of the building or anywhere off the site.
13. The following preventative measures shall be undertaken to reduce the potential for alcohol-related problems:
 - Food service shall remain available during all hours of operation;
 - Taxicab phone numbers shall be posted in visible locations at all times in the area(s) where alcohol is served;
 - All employees selling or serving alcohol shall be required to participate in an alcohol management training program prior to the operation of selling/serving alcohol; and
 - The availability of a variety of non-alcoholic beverages shall be made known and offered to customers.
14. Management shall patrol the business premises, parking lot, and the surrounding vicinity, during the entertainment venue operation and until patrons have left the parking area after operation hours. **Management shall ensure that no littering, loitering, or consumption of alcohol occurs in and around the property.**
15. Any and all weapons shall be prohibited at the premises or on the parking lot of the premises except by those individuals lawfully permitted to possess such.
16. The Chief of Police shall have the authority and power to temporarily close the establishment when it becomes apparent that a situation exists wherein there is a probability that the general welfare and safety of the patrons or of the public may be in jeopardy. If closed under this condition, the premises will not be allowed to reopen before the beginning of regular business hours on the date following the closure.
17. The applicant shall comply with Municipal Code requirements of Chapter 5.24.
18. The applicant shall employ the use of hand-held metal detectors at all entrances if deemed necessary by the Chief of Police to protect the safety and general welfare of patrons or of the public.
19. Entertainment Establishment Permit No. 23-01 shall be valid for 12 months commencing on the first day of the operation. A request for renewal must be submitted by the applicant in order to extend the term of the Permit after the initial term of 12 months has lapsed, at which

time the City Council will review compliance with the conditions of approval and consider granting up to a 36-month renewal of the entertainment permit. Relinquishment of the entertainment permit will require an amendment to this resolution, subject to review by the City Council.

20. Any violation of the above conditions may result in the issuance of citations and fines, and may result in revocation of the Entertainment Establishment Permit.
21. ADA accessible restrooms shall be provided and available to use by all guests on-site during events and shall require inspection by the Building Official prior to commencement under this entertainment permit.
22. **A minimum of one licensed security officer will be required for Friday and Saturday after 10 p.m. when any entertainment events occur (musicians, karaoke, or similar related entertainment activities).**



Vicinity Map



PROJECT AREA: 3,180 SQ FT



STORAGE AREA: 38 SQ FT



WALL DISPLAY AREA: 12 SQ FT



TACO SHOP 760 CORP
 DBA: TACO SHOP
 48975 GRAPEFRUIT BLVD, #3 COACHELLA, CA 92236

PARCEL NUMBER: 603250012
 ZONING: COMMERCIAL GENERAL

FLOOR PLAN



STAFF REPORT
3/8/2023

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Tripoli Mixed-Use Project (Proposed Revisions)

SPECIFICS: Second proposed amendment to Conditional Use Permit (CUP) 351 and Architectural Review (AR) 22-04 for the PUD (Planned Unit Development) Overlay Zone guidelines, design revisions and modifications to conditions of approval for a mixed-use development consisting of 108 apartment units and four retail units on 2.8 acres of vacant C-G (General Commercial) zoned property at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN# 778-081-003 and -001) Applicant: Chelsea Investment Corporation

EXECUTIVE SUMMARY:

Chelsea Investment Corporation requests City Council approval of revisions to the conditions of approval for the Tripoli Mixed-Use project, a mixed-use development consisting of 108 affordable apartments units, with 1-3 bedroom options, and four retail spaces on 2.8 acres at the northeast corner of Cesar Chavez Street and Bagdad Avenue as follows:

- Amend Condition of Approval # 9 to read as follows: “The applicant shall accommodate an elevator for Building A and B.”
- Add new Condition of Approval # 81: “Developer shall construct a park on the 9th Street I.I.D. parcel, subject to the design as approved by the City Parks Director, up to a maximum cost of \$350,000, inclusive of landscape architecture, and agency fees.”



BACKGROUND:

At a public hearing on May 11, 2022, the City Council approved Change of Zone (CZ) 22-01, Conditional Use Permit (CUP) 351, Architectural Review (AR) 22-04 to amend the Official Zoning Map by adding the PUD (Planned Unit Development) Overlay Zone on 2.8 acres of vacant C-G (General Commercial) zoned property for a mixed-use development consisting of 108 apartment units and 2 retail units. At a public hearing on November 9, 2022, the City Council approved the

amendments, which included architectural and site plan modifications and building/unit size reduction.

The applicant requests the City Council remove a requirement for an elevator in Building A to reduce project costs to finance the project. The applicant states that they believe Coachella residents would benefit more from improvements for the planned park at 9th Street and Shady Lane than elevators in Building A. The applicant received California Infill Infrastructure Grant funding to pursue infrastructure improvements in the Pueblo Viejo district, which includes park construction at the 9th Street and Shady Lane property acquired from the Imperial Irrigation District. The applicant indicated that removal of the elevator in Building A is the best option to reduce costs as only 36 apartment units would be serviced by a Building A elevator for building floors 2 and 3. The applicant also conveyed the project was awarded 4% tax credits and bonds on November 30, 2022 and has a financial closing deadline of May 29, 2023. The applicant expressed the need to finalize the project's budget and conditions of approval by the end of February 2023.

The Planning Commission at a public hearing on February 15, 2023 considered the applicant's request and recommended approval of the modifications to conditions of approval that include:

- **(Condition 9) Removal of the elevator in Building A.** *As requested by applicant*
- **(Condition 81) Establishing a minimum construction cost of \$350,000 and half the elevator cost with any savings achieved by the developer on project costs to be used to increase expenditures in park improvements.** *The applicant requested a maximum construction cost of \$350,000 inclusive of landscape architecture and agency fees*

Table 1: Original Approved Project vs. Amended Project

	Original Approved	1st Amendment (Approved)
Building A Unit Size	<ul style="list-style-type: none"> • 13 - One bedroom 581-586 sq. ft. • 17 - Two bedroom 799 sq. ft. • 14 - Three bedroom 1,061 sq. ft. <u>Total Units: 44 units</u>	<ul style="list-style-type: none"> • 12 - One bedroom 542 sq. ft. • 24 - Two bedroom 702 sq. ft. • 14 - Three bedroom 932 sq. ft. <u>Total Units: 50 units</u>
Building B Unit Size	<ul style="list-style-type: none"> • 14 - One bedroom 581-586 sq. ft. • 35 - Two bedroom 799 sq. ft. • 15 - Three bedroom 1,061 sq. ft. <u>Total Units: 64 units</u>	<ul style="list-style-type: none"> • 15 - One bedroom 542 sq. ft. • 27 - Two bedroom 702 sq. ft. • 16 - Three bedroom 932 sq. ft. <u>Total Units: 58 units</u>
Community Rooms/Lounges (1 st Floor Only)	Building A <ul style="list-style-type: none"> • 652 sq. ft. community room Building B 1,296 sq. ft. community room <u>Total Community Space: 1,948 sq. ft.</u>	Building A <ul style="list-style-type: none"> • Merged with Building B Building B 1,790 sq. ft. commercial space <u>Total Community Space: 1,790 sq. ft.</u>
Tot Lot	218 sq. ft.	813 sq. ft.

Commercial Space (1 st Floor Only)	<p>Building A</p> <ul style="list-style-type: none"> • 1,085 sq. ft. commercial space <p>Building B</p> <ul style="list-style-type: none"> • 1,413 sq. ft. commercial space <p>Total Retail: 2,498 sq. ft.</p>	<p>Building A</p> <ul style="list-style-type: none"> • 2 commercial spaces (1,031 sq. ft. each – 2,062 sq. ft. total) <p>Building B</p> <ul style="list-style-type: none"> • 2 commercial spaces (992 sq. ft. each – 1,984 sq. ft. total) <p>Total Retail: 4,046 sq. ft.</p>
Parking	<p>-On-Street Parking 41 spaces</p> <p>-On-Site Parking 118 spaces</p> <p>Total Parking: 159 spaces</p>	<p>-On-Street Parking 38 spaces</p> <p>-On-Site Parking 104 spaces</p> <p>Total Parking: 142 spaces</p>

DISCUSSION/ANALYSIS

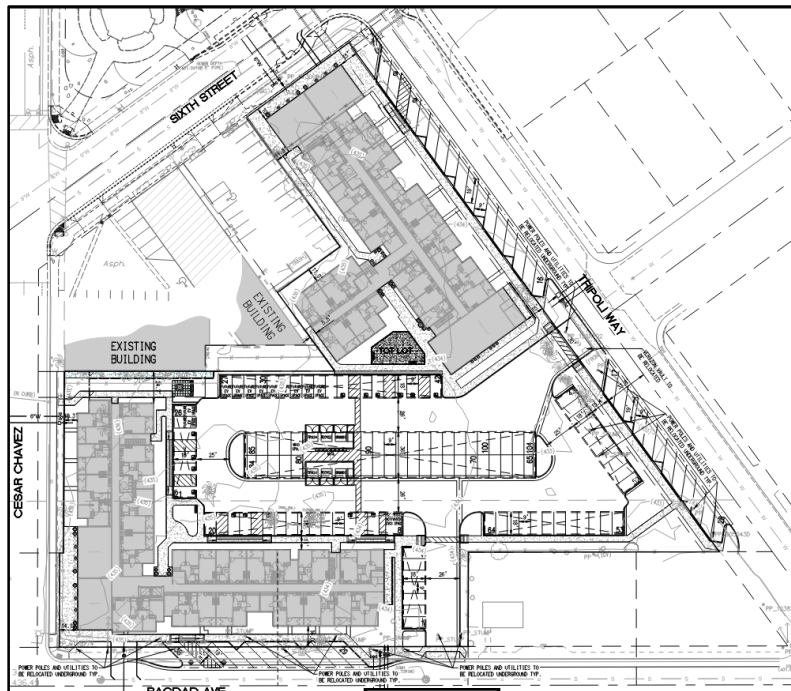
The surrounding land uses and zoning designations are as follows:

- North:** Existing commercial development and Pueblo Viejo Villas, (C-G, General Commercial and C-G PD).
- South:** Rancho Grande Markets (C-G, General Commercial).
- East:** Residential neighborhood and vacant land (C-G, General Commercial and R-S, Residential Single Family).
- West:** O’Reilly Auto Parts and Cesar Chavez Street (C-G, General Commercial).

Site Plan

The proposed buildings would be constructed near property line with building frontages on 6th Street, Tripoli Way, Bagdad Avenue and Cesar Chavez Street and on-site parking oriented behind the buildings consistent with goals of the Pueblo Viejo Revitalization Plan. The orientation of the buildings support the City’s goals of promoting a walkable downtown environment with a well-designed public realm.

Figure 2: Site Plan (Approved)



Parking

The applicant proposes 104 on-site parking spaces and 38 on-street parking spaces. Parking based on 120,873 sq. ft. of gross floor area, would require 362 spaces in the Pueblo Viejo Revitalization Plan. The Pueblo Viejo Revitalization Plan draft development standards allow for on street parking to be counted toward required parking if within 500 feet of the main entrance of the development. Senate Bill 35 allows affordable housing development within ½ mile of public transit to be exempted from parking standards. With the application of density bonus law, only 61 parking spaces would be required or a surplus of 81 parking spaces. Staff is supportive of allowing the development to utilize on-street parking to count towards satisfying parking requirements, which would be provided by constructing 10 diagonal parking spaces on Bagdad Avenue and 28 diagonal parking spaces on Tripoli Way.

Architectural Design

The overall architectural style of the approved project incorporates Spanish Colonial Revival design, which was amended from the original approval and the elevations are depicted below:



Landscape Design

The plant schedule shows a variety of trees including “Mulga”, “Hong Kong Orchard,” “Desert Willow,” “Texas Ebony,” “Drake Elm” and “California Fan Palm.” The project is conditioned to modify the landscape plan to create planters adjacent to curb at Cesar Chavez Street and planted with Hong Kong Orchard trees to provide shade for pedestrians. The planters will include water-efficient shrubs including “Bank Catclaw”, “Do-La-la Bougainvillea”, “Compact Texas Ranger”, “Mexican Bush Sage.” Succulents will include “Dwarf Century Plant,” “Blue Flame Agave,” “Red Yucca”, and “Toothless Desert Spoon”. A cluster of palm trees is also provided at the corner of Cesar Chavez Street and First Street along with other landscape materials design to make the future public art location a focal point.

CONSISTENCY WITH THE GENERAL PLAN

The proposed project is within the Downtown Center land use designation of the General Plan 2035 Land Use and Community Character Element. The Downtown Center is intended to bring the entire community together in a one-of-a-kind Coachella Center, which allows for commercial uses. The General Plan allows for a residential density of 20-65 dwelling units/acre and a Floor Area Ratio of 0.5-3 for commercial uses. The project proposes a density of 38 dwelling units per acre and is thereby consistent with the General Plan. The project is consistent with the policies of the Land Use and Community Character's Sub-Area #2 policies, which recognize that Downtown is the heart of the City where mixed use development is encouraged and creates a new gateway to downtown near intersection of Sixth Street and Cesar Chavez Street.

CONSISTENCY WITH ZONING

The subject site is zoned C-G (General Commercial) zone PUD (Planned Unit Development) Overlay Zone on the 2.8 acres of vacant C-G (General Commercial) zoned property, which allows the applicant to establish flexible development standards and permitted uses insofar as it is consistent with the General Plan. The project complies with the draft Development Standards of the Sixth Street Pueblo Viejo Zone, except for unit size, parking, retail space height, residential first floor height, and public/common open space requirements.

Figure 3: Corner of Bagdad Avenue and Cesar Chavez St (Left) and 6th Street (Right)



Table 2 – Development Standards

	Zoning Ordinance/ Pueblo Viejo Revitalization Plan	Proposed	Complies with Code
Parking (Minimum)	<p>Zoning - <i>Retail:</i> 1 parking space for each 250 sq. ft. of gross floor area. Restaurants: 1 space per each 45 sq. ft. of customer area plus one space for each 200 sq. ft. of non customer area. <i>Multi-family:</i> requires One space per dwelling unit. PV standards- Mixed-Use: 3 spaces for 1,000 sq. ft. of gross floor area. Or 362 spaces</p>	-On-Street Parking 38 spaces -On-Site Parking 104 spaces <u>Total spaces:</u> 142 spaces	No –Due to the location within 1/2 mile of public transit hub, the project is exempt from parking requirements under SB 35. Due to density bonus law 61 spaces required.
Lot Requirements	Zoning - Minimum Lot width 50'	Lot width exceeds 50'	Yes
Height (maximum)	Zoning - 35' maximum PV standards – No maximum, but requires at least a minimum 3 stories.	60'	No – Though complies with PV standards
Density	Zoning – No density standard in C-G zoning. PV Standards – 20-65 du/acre	38 du/acre	Yes – Complies with PV standards and General Plan
Unit Size	Zoning – None PV Standards – <ul style="list-style-type: none"> • 1 bedroom 750 sq. ft. • 2 bedroom 900 sq. ft. • 3 bedroom 1,050 sq. ft. 	<ul style="list-style-type: none"> • 1 bedroom 542 sq. ft. • 2 bedroom 702 sq. ft. • 3 bedroom 932 sq. ft. 	No –but may be permitted in the PUD
Public Open Space Requirement	Zoning – None PV Standards – 10% for development over ½ acre	No public open space provided.	No
Landscaping	Zoning <ul style="list-style-type: none"> • Parking area or driveway abutting a street requires a 10' setback fully landscaped. 	<ul style="list-style-type: none"> • All areas exceed 10' fully landscaped setback 	Substantially in compliance. Project conditioned

	<ul style="list-style-type: none"> • Internal landscaping equal to a minimum of 5% of the parking and driveway area. • One 15 gallon tree for every 10 parking spaces. • All landscape planter beds in interior parking areas shall be not less than 5’ in width 	<ul style="list-style-type: none"> • Internal landscaping % not identified but required by condition of approval. • Due to Solar Canopy structures for on-site parking this 15 gallon tree standard cannot be met. • The rear property line planter to the rear of Panda Express is less than 5’. 	to comply with all landscape standards.
Mixed-Use Standards	<p>Zoning – residential uses not permitted, unless a proprietor/manager/custodian unit.</p> <p>PV Standards</p> <ul style="list-style-type: none"> • Residential first floor development floor height must be elevated at least 3’ above the sidewalk plane. • The first floor must be a minimum of 15 feet in height to accommodate modern commercial/retail activities. 	<p>Zoning – Applicant proposes zone change to allow mixed-use development with a planned unit development</p> <p>PV standards</p> <ul style="list-style-type: none"> • First floor development floor height is Not 3’ above the sidewalk • The first floor retail Not 15 feet in height. 	<p>Zoning – with approval of Change of Zone</p> <p>PV Standards</p> <p>Complies generally except for residential first floor and retail height.</p>

ENVIRONMENTAL IMPACT CONSIDERATION

The City of Coachella has determined that the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, and where the project site has no value as habitat for endangered, rare or threatened species, and where the site can be adequately served by all required utilities and public services, and the project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The subject site is surrounded on all sides by urban uses and has no suitable habitat for endangered species. There are existing utilities and public services available to serve the site. As proposed, the project will comply with General Plan policies and zoning code regulations and the project does not result in any significant traffic, air quality, or water quality impacts. As such, no additional environmental review is required.

ALTERNATIVES:

- 1) Adopt Resolution No. 2023-11 approving amendment to conditions of approval for CUP 351 and Architectural Review No. 22-04 with the findings and conditions as recommended by the Planning Commission.

- 2) Adopt Resolution No. 2023-11 approving CUP 351 and Architectural Review No. 22-04 with the findings and conditions as recommended by the applicant.
- 3) Not approve Resolution No. PC 2023-11 and maintain existing approvals of Council Resolution No. 2022-96 (CUP No. 351 and AR No. 22-04 and Ordinance 1193 CZ 22-01).
- 3) Continue this item and provide staff and the applicant with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends alternative #1. Staff is concerned about the significant amount of modifications requested by the applicant since the original proposed design and requests that any cost savings that may result in the project construction be used to increase funding for park improvements or project enhancements.

Attachments:

1. Resolution No. PC2023-11 for CUP No. 351 and AR No. 22-04
Exhibit A – Conditions for Approval for CUP No. 251 AR No. 22-04
Exhibit B - Planned Unit Development Guidelines/Standards
2. Vicinity Map
3. Approved Development Plan Set – (Site Plan, Floor Plan, Elevations, Preliminary Grading)
4. Approved Landscape Plan
5. Perspective Renderings
6. Notice of Action – Planning Commission February 15, 2023
7. Letter from Chelsea Investments regarding condition of approval revisions

RESOLUTION NO. 2023-11

Attachment 1

A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL APPROVING OF A SECOND AMENDMENT TO CONDITIONAL USE PERMIT NO. 351 AND ARCHITECTURAL REVIEW NO. 22-04, AMENDING THE CONDITIONS OF APPROVAL FOR THE TRIPOLI MIXED-USE DEVELOPMENT CONSISTING OF 108 RESIDENTIAL APARTMENT UNITS AND FOUR RETAIL TENANT SPACES ON 2.8 ACRES AT THE NORTHEAST CORNER OF CESAR CHAVEZ STREET AND BAGDAD AVENUE. (APN 778-081-003 AND 778-081-001) CHELSEA INVESTMENT CORPORATION (APPLICANT).

WHEREAS Coachella Investment Corporation filed an application for a second amendment to Conditional Use Permit (CUP 351) and Architectural Review (AR) 21-12 to modify conditions of approval and project design of a mixed-use development consisting of 108 affordable apartment units and 4 retail tenant spaces within two buildings located at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN 778-081-003 and 778-081-001); and,

WHEREAS on May 11, 2022, the City Council of the City of Coachella held a duly noticed public hearing and approved Conditional Use Permit No. 251 and Architectural Review No. 22-04 and adopted Ordinance No. 1193 for Change of Zone No. 22-01 on May 25, 2022; and

WHEREAS on November 9, 2022, the City Council of the City of Coachella held a duly noticed public hearing regarding proposed a first amendment to the subject application, considered written and oral comments, and facts and evidence presented by the applicant, City staff, and other interested parties; and

WHEREAS on February 15, 2023, the Planning Commission of the City of Coachella held a duly noticed public hearing regarding proposed second amendment to the project in the subject application, considered written and oral comments, and facts and evidence presented by the applicant, City staff, and other interested parties and recommended approval of the amendments with modifications; and

WHEREAS on March 8, 2023, the City Council of the City of Coachella held a duly noticed public hearing regarding proposed second amendment to the project in the subject application, considered written and oral comments, and facts and evidence presented by the applicant, City staff, and other interested parties; and

WHEREAS the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS the proposed site is adequate in size and shape to accommodate the

proposed development; and,

WHEREAS, the Planning Division completed an initial environmental assessment of the above matter and in accordance with the California Environmental Quality Act (CEQA) recommends the City Council determine the project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, and where the project site has no value as habitat for endangered, rare or threatened species, and where the site can be adequately served by all required utilities and public services, and the project will not result in any significant effects relating to traffic, noise, air quality, or water quality.

WHEREAS the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California hereby resolve as follows:

Section 1. Incorporation of Recitals

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as fully set forth in this resolution.

Section 2. CEQA Findings

Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the Planning Commission, and the facts outlined below, the Planning Commission hereby finds and determines that the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, and where the project site has no value as habitat for endangered, rare or threatened species, and where the site can be adequately served by all required utilities and public services, and the project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The subject site is surrounded on all sides by urban uses and has no suitable habitat for endangered species. There are existing utilities and public services available to serve the site. As proposed, the project will comply with General Plan policies and zoning code regulations and the project does not result in any significant traffic, air quality, or water quality impacts. As such, no additional environmental review is required.

Section 3. Conditional Use Permit and Architectural Review Findings

With respect to Conditional Use Permit (CUP) 351 and Architectural Review 22-04, the Planning Commission finds as follows for the proposed for the 108 unit mixed-use development project:

1. The Conditional Use Permit and Architectural Review is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Downtown Center land use designation that allows for a range of retail uses. The proposed uses on the site are in keeping with the policies of the Downtown Center land use classification and the Project is internally consistent with other General Plan policies that allows for multi-family residential development. The proposed structures on the site are in keeping with the policies of the Downtown Center land use classification and the project is internally consistent with other General Plan and the Pueblo Viejo Revitalization Plan policies for this type of development. The project is consistent with the policies of the Land Use and Community Character's Sub-Area #2 policies which recognize that Downtown is the heart of the City where mixed use development is also encouraged that create a new gateway to downtown at the intersection of Sixth Street and Cesar Chavez Street.
2. The proposed uses will be located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area. The proposed project is in compliance with the applicable development standards for the C-G (General Commercial) Zoning District of the City's Zoning Code and the project request modified development standards through approval of a planned unit development overlay to allow for a mixed-use development consistent with the density permitted of the General Plan of 20-65 dwelling units per acre and consistent with the Pueblo Viejo Revitalization Plan.
3. Consideration is given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities, to harmful effect, if any, upon desirable neighborhood character, to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the development. The proposed project is in compliance with the applicable development standards for the C-G (General Commercial) Zoning District of the City's Zoning Code. The proposed development consists a 108 apartment units and 4 retail spaces. The proposed uses will be compatible with existing adjacent uses that include single family residential, multi-family uses, and commercial uses within the immediate vicinity.
4. The Project will be compatible with neighboring properties with respect to land development patterns. The proposed development would develop according to the development standards of the C-G Zone at a scale, massing, and aesthetic appeal of existing development is in keeping with development of neighboring properties such as Pueblo Viejo Villas. The plans submitted for this project propose a commercial and multi-family residential use with amenities for the future residents of the site that are permitted in the C-G PD (General Commercial, Planned Development) zone. The project would promote a well-designed pedestrian realm that includes shade and a safe pedestrian environment for pedestrians.
5. The proposed use will include three new vehicular approaches to the property designed to improve off-site and on-site vehicular circulation for existing traffic on surrounding public streets or roads. Evidence of this is reflected in the provided site plan design. The

three new proposed drive aisles and internal circulation have been reviewed and approved by the Fire Department and the Engineering Department.

Section 5. City Council Approval

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council hereby approves a second amendment to Conditional Use Permit (CUP 351), and Architectural Review 22-04 for the Tripoli Mixed-Use Project development and subject to the Conditions of Approval as set forth in “Exhibit A” and Planned Unit Development Guidelines/Standards for the Tripoli Mixed-Use project in “Exhibit B.”

PASSED APPROVED and ADOPTED this 8th day of March 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)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2023-11 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 8th day of March 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

Exhibit A - Resolution No. PC2023-11**CONDITIONS OF APPROVAL****CONDITIONAL USE PERMIT NO. 351, ARCHITECTURAL REVIEW NO. 22-04****TRIPOLI MIXED-USE PROJECT**

(Changes to conditions of approval include new language in BOLD and removed language in strike-out)

General Conditions

1. Conditional Use Permit No. 351 and Architectural Review 22-04 shall be valid for 12 months from the effective date of said City Council approvals unless the applicant requests an extension of time and granted by the Planning Commission. The conditional use permit shall expire and shall become void one year following the date on which the conditional use became effective, unless prior to the expiration of one year a building permit is issued and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.
2. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
3. Within five business days of project approval, the applicant shall submit to the Planning Division a check made payable to the County of Riverside in the amount of \$50 for filing the CEQA Notice. **(City of Coachella submitted this documentation).**
4. All plans, as shown, are considered “conceptual,” subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of the conditional use permit or architectural review. **(City to provide Application and /or Fees)**
5. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.
6. The working drawings shall include within the first four pages a list of all conditions of approval included in this resolution.

7. Add electric vehicle infrastructure within the project site and at improved on-street parking areas per CBC and State requirements.
8. Add 1 on-site parking spaces for van pools.
9. The applicant shall accommodate an elevator for Building A and B.
10. The applicant or successor in interest shall annex the subject property into the City's Community Facilities District (CFD 2005-1) for City police, fire and paramedic services, prior to issuance of a building permit for the first phase of construction.
11. The applicant or successor in interest shall install "purple pipe" for a future tertiary water distribution system that would serve the irrigation needs of all common areas of the project including perimeter landscaping, entry features and median island planters, and retention basins, subject to review and approval by the City Engineer.
12. Provide secure bicycle parking and storage for apartment tenants and guests (General Plan Community Health and Wellness Element Goal 5).
13. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
14. Applicant shall work with City on a potential location for the City's Art in Public Places program that may include decorative, ornamental or architectural elements commissioned from an artist as an integral aspect of the project structure or site.

Architectural Design, Character and Massing

15. All first floor dwelling units facing the public streets shall have a rear patio gate accessible from the Bagdad Avenue, Tripoli Street and Cesar Chavez Street sidewalk areas, with a fenced and patio enclosure.

16. A lighting exhibit shall be provided for landscape areas and external building lighting. External building lighting shall be decorative in design and be consistent with Spanish Architectural Revival design to the satisfaction of the Development Services Director.
17. Retail ceiling height may be 9'-1" feet.
18. The applicant shall work with the Development Services Director on project architectural design modifications prior to building permit submittal that include:
 - a. Ensuring sufficient window recesses. Proposed foam enhancements around window areas may be removed with sufficient window recesses.
 - b. If window shutters are used they should be sage green or blue in color similar to original elevation design.
 - c. Painting window edges colors consistent with Spanish Colonial Revival design.
 - d. Corner towers for building A and B shall be modified as follows:
 - i. Balance the design of tower areas between the top of the retail space and bottom of roof cornice trim.
 - ii. Consider a more ridged decorative cornice trim to create more shadows.
 - iii. Include an enhanced decorative balcony structure at each tower that provides visual focal point from Cesar Chavez Street and 6th Street.
 - e. Utilize an alternate color banding at the building base such as terracota color.
 - f. Awnings shall be designed and constructed to support a catenary curve common with Spanish Colonial Revival design to also increase window visibility.
 - g. Massing on walls between retail windows shall be wider consistent with the original project design and windows for retail shall be recessed similar to original design.
 - h. Increase use of divided lites on windows consistent with Spanish Colonial Revival design
 - i. Utilize a similar tower feature on the north end of Building B along Cesar Chavez to original approved elevation drawing.
 - j. Move pronounced tower feature on Building B completely to the corner of Cesar Chavez Street and Bagdad Avenue.
19. Applicant may use blended concrete tile for the appearance of Spanish Colonial Revival architecture.
20. Stucco walls may consist of a 60/40 sand finish.
21. All roof mounted mechanical equipment shall be view obscured by a parapet wall greater in height than the equipment installed. Ground mounted mechanical equipment shall be view obscured by landscaping or enclosure. Roof Top Unit (RTU) screens shall not satisfy this condition for roof mounted equipment screening.
22. Trash enclosures installed for the project shall be compatible architecturally with the building. The enclosure shall be constructed to Burrtec Waste Management Standards and an open trellis shall be incorporated on all three proposed trash enclosures.
23. The sign program shall be revised so that cabinet type signs are permitted only as secondary

to the individual channel letters advertising a business and that raceway signs are prohibited.

Public Realm/Streetscape

24. The sidewalks along Cesar Chavez Street shall be expanded to provide access and seating into the ground floor commercial spaces with an urban character, and reduced perimeter planter areas, including adjacent to the building edge. Residential units shall provide a new access to the existing sidewalk.
25. Incorporate a minimum 10 foot wide sidewalk along the Bagdad Avenue frontage of the retail space of building B.
26. Expand hardscape area at the right edge of the pedestrian apron on the corner of Bagdad Avenue and Cesar Chavez Street to enhance the pedestrian experience.
27. Incorporate pavers or alternative decorative paving at vehicle entrances at Bagdad Avenue and Tripoli Way consistent with the Pueblo Viejo design theme.
28. Reduce landscape areas directly at the sides of the retail space at Building A and replace with decorative hardscape to accommodate outdoor seating and public engagement areas.

General - Engineering

29. A focused Traffic Analysis (TA) shall be prepared for the project by an appropriately licensed professional engineer. Prior to the preparation of the TA, the engineer shall submit a scoping letter for the TA for the City Engineer's approval. The TA shall include but not limited to identification of trip generation, traffic distribution and impact on existing transportation facilities and at time of General Plan build-out, all relevant, ingress and egress movements, lines of sight, queuing analysis, and alignment studies (preliminary signing and striping plan). Applicant shall obtain approval of site access and circulation from the Fire Marshall.
30. A preliminary soils report shall be prepared for the project by an appropriately licensed professional engineer. At a minimum, the soils report shall provide specific analyses and recommendations for grading, pavement structural sections, and infiltration.

A comprehensive drainage report, prepared by California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. The report shall contain pre- and post-development hydrology maps showing on-site and off-site tributary drainage areas and shall be prepared in accordance with the requirements of the Riverside County Flood Control District. Adequate provisions shall be made to accept and conduct the existing tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or downstream properties. If the design of the project includes a retention basin, it shall be sized to contain the runoff resulting from a 10-year storm event and the runoff from a 100-year storm event shall be contained within basin with shallow ponding (3.5' max.). The basin shall be designed to evacuate a 10-year storm event within 72 hours. The size of the retention basin(s) shall be determined by the hydrology report and be approved by the City Engineer. Retention basin shall be provided with a minimum of 2.00 feet sandy soil if determined to contain silt or clay materials. Maximum allowable percolation

rate for design shall be 10 gal./s.f./day unless otherwise approved by the City Engineer. A percolation test for this site is required to be submitted. A combination drywell vertical drain field shall be constructed at all points where runoff enters the retention basin. Drywell & vertical drain field design shall be based on soils borings made at the proposed drywell locations after the retention basins have been rough graded. Minimum depth shall be 45-feet. A log that includes sieve analysis for each strata of the borings shall be submitted to the City Engineer for confirmation of depth of the vertical drain fields. Underground retention under the proposed parking area will be considered as an alternative to surface retention subject to the approval of the City Engineer.

31. Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
32. A storm water quality management plan shall be prepared for the project by California Registered Civil Engineer in compliance with NPDES and State Water Quality Control Board regulations. The project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume.
33. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a WQMP for plan review accompanied by a \$3,000 plan check deposit for approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.
34. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities, in bond form, in amount of \$2,000.00 per acre of gross area, and a one-time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella.
35. Applicant shall submit for review and approval by the City Engineer all documents related to any existing and proposed on-site and off-site easements that may affect the development of the site. All easements shall be identified on the engineering plans.
36. Site access improvements shall be in conformance with the requirements of Title 24 of the California Administrative Code. This shall include access ramps for off-site and on-site streets as required.
37. Applicant shall obtain approval of site access and circulation from Fire Marshall.
38. The applicant shall provide necessary utility easements for IID and underground overhead distribution lines within the project boundaries. Applicant shall submit to the City a letter from IID that satisfies this requirement.
39. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.

ROUGH GRADING:

- 40. Prepare and submit rough grading and erosion control plans for the project.
- 41. The project's soils engineer shall certify to the adequacy of the grading plan.
- 42. All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. The Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be shown on the grading plans. The project's Storm Water Pollution Prevention Plan shall be submitted for the City's review and approval.

PRECISE GRADING:

- 43. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements, and all other pertinent information shall be submitted for review and approval by the City Engineer.
- 44. Rough grading shall be certified by the project soils engineer prior to issuance of a permit for precise grading or building construction.
- 45. If applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

STREET IMPROVEMENTS:

- 46. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for review and approval by the City Engineer. All street improvements including

street lights shall be designed and constructed in conformance with City Municipal Code, General Plan, and Standards and Specifications. Street flow line grade shall have a minimum slope of 0.35 %.

47. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.

48. Applicant shall construct and dedicate the following streets and street improvements to conform to the General Plan and/or requirements of Traffic Study.

1) Tripoli Way- Public Roadway as shown on the RAC and per these comments shall include the following:

- a. This street is within Pueblo Viejo District Limit with 33.17 feet of right-of-way from Center Line of Street to the West side of the Street. If street widening is included in the project design for street side parking, then additional right-of-way shall be dedicated such that all public parking and public sidewalks are located within dedicated public right-of-way.
- b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.
- c. Applicant shall construct all appurtenant roadway components on west side of Tripoli Way between 6th Street and Bagdad Avenue such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfaction of the City Engineer.
- d. Applicant shall underground all existing dry utilities along west side on Tripoli Way Between 6th Street and Bagdad Avenue such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.

2) 6th Street- Public Roadway as shown on the RAC and per these comments shall include the following:

- a. This street is within Pueblo Viejo District Limit with 75 feet of right-of-way.
- b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other

appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.

- c. Applicant shall construct all appurtenant roadway components on South side of 6th Street between Cesar Chavez Street and Palm Avenue such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfaction of the City Engineer.
 - d. Applicant shall underground all existing dry utilities at eastbound lane on 6th Street between Cesar Chavez Street and Tripoli Way such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.
 - e. Applicant shall improve Intersection at the Northeast and southeast corners of 6th street and Cesar Chavez Street including new ADA ramps, Decorative Crosswalk, Traffic Signal modification (if required), Striping and Landscaping by Pueblo Viejo Design Guidelines and to the Satisfaction of the City Engineer.
 - f. 6th Street improvement plans and specifications shall be provided by the City of Coachella to the project applicant and shall include clearly delineated improvements described as Phase II of the ST-130 Pueblo Viejo Sustainable Transportation Project. The City of Coachella shall complete all improvements identified as Phase I and the project applicant shall complete all improvements identified as phase II, which are generally described above, to complete the 6th Street urban corridor improvements.
 - g. Include diagonal parking along 6th Street to serve project retail units at the direction of the City Engineer. The City Engineer may eliminate the need for diagonal parking if demonstrated by the applicant to be infeasible.
- 3) Bagdad Avenue- Public Roadway as shown on the RAC and per these comments shall include the following:
- a. This street is within Pueblo Viejo District Limit with 30 feet of right-of-way. If street widening is included in the project design for street side parking, then additional right-of-way shall be dedicated such that all public parking and public sidewalks are located within dedicated public right-of-way.
 - b. Applicant shall install all sidewalk and curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, street lights and all other appurtenances by Pueblo Viejo Design Guidelines as required to the satisfaction of the City Engineer.
 - c. Applicant shall construct all appurtenant roadway components on the North side of Bagdad Avenue between Cesar Chavez Street and Tripoli Way such as, but not limited to: curb and gutter, sidewalk, Landscaping, Decorative pavers Elements, Decorative Street Lights, ADA ramps, Traffic control striping, legends, Traffic control signs and street name signs to match Downtown Pueblo Viejo Design Guidelines and to the satisfaction of the City Engineer. Improvements shall include

replacement of the existing ADA ramp at the northeast corner of Cesar Chavez and Bagdad Avenue.

- d. Applicant shall underground all existing dry utilities at westbound lane on Bagdad Avenue between Cesar Chavez Street and Tripoli Way such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.

SEWER and WATER IMPROVEMENTS:

49. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
50. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements. Size and location of sewer and water improvements shall be approved by the City Engineer.

PRIOR TO ISSUANCE OF BUILDING PERMITS:

51. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
52. Prior to issuance of building permits, all required public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed or secured with appropriate sureties to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.
53. The applicant's Civil Engineer shall field verify and certify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP.

PRIOR TO RELEASE OF OCCUPANCY PERMITS/ACCEPTANCE OF PUBLIC IMPROVEMENTS:

54. Prior to issuance of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be

completed to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.

Landscaping

55. Final landscaping and irrigation plans shall be submitted to the Development Services Department for review and approval. Said plans shall conform to the landscaping plan submitted as part of the subject Architectural Review, and as conditioned herein. Landscape lighting shall be incorporated. All landscape materials shall be identified on a legend and identified graphically on a landscape plan including planting counts, tree caliper, and planted tree heights.
56. Landscaping and irrigation shall be provided in accordance with Section 17.54.010(J) of the Municipal Code and in accordance with the State Model Water Efficient Landscape Ordinance (AB 1881). Water budget calculations, including the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) shall be provided as part of the landscaping and irrigation plan.
57. The proposed landscape shall be in conformance with the City's Landscape Development Guidelines and should include water-efficient plantings as encouraged for the commercial development. A detailed landscape and irrigation plan shall be submitted that addresses landscape requirements for the project site. All landscaping shall fulfill the general requirements of the Coachella Municipal Code Chapter 17.54 as follows:
 - a. Internal landscaping equal to a minimum of five percent 5% of the parking area and driveway area is required and shall be distributed throughout the parking area.
 - b. All landscape planter beds in interior parking areas shall be not less than five (5) feet in width and bordered by a concrete curb not less than six (6) inches nor more than eight (8) inches in height adjacent to the parking surface. The landscaped planter along the north side of the drive-thru lane shall be a minimum of five feet in width.
 - c. Where a drive aisle abuts the side of a parking space a landscaped planter shall separate the parking space from the drive aisle.
 - d. At least one (1) fifteen (15) gallon tree shall be provided within the parking area for every ten (10) parking spaces, with size, height and species acceptable to staff.
 - e. All internal landscape planters shall have permanent and automatic sprinkler or drip irrigation systems.
58. The landscape plan shall be revised to accommodate usable areas at the west side of Building A for residents and the customers of the retail space that allow for greater visibility and consistent with the Pueblo Viejo Revitalization Plan goals for common use spaces. Plant trees in grates on east and west sides of Building A retail space.
59. The Planning Division may request minor substitutions of plant materials or request additional sizing or quantity of materials during plan check.

60. The applicant shall submit, and must obtain approval from the Development Services Director, a letter from a registered landscape architect confirming that landscaping and irrigation have been installed in accordance with the approved plans prior to issuance of a certificate of occupancy. Any damaged, dead or decayed landscaping landscape areas within the remainder of the commercial center shall be replaced per approved landscape plans upon landscape inspection by the Development Services Department and prior to issuance of a certificate of occupancy.
61. The site landscaping shall be maintained in good condition at all times, and the owner or operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping as soon as practicable, and in accordance with the approved landscape plan. The applicant shall enter into a landscape agreement with the City prior to issuance of a certificate of occupancy to ensure that all proposed landscaping on-site and right-of-way of the project frontage is maintained in a first class conditions.
62. Incorporate Hong Kong Orchid Tree for the parkway shade tree along Cesar Chavez Street and use of California Fan Palm shall be replaced with Date Palm.

Coachella Valley Water District:

63. Applicant must comply with Coachella Valley Water District regulations pertaining to irrigation infrastructure protect-in-place practices, relocation or abandonment of infrastructure, if needed.

Fire Department (chris.cox@fire.ca.gov)

64. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the fire department for review and approval. The water system shall be capable of delivering the required fire flow. Based on the application, the largest proposed building is 4500 square feet, assuming construction type VB, with fire sprinklers, therefore the minimum required fire flow is 1000 gallons per minute at 20 psi for 2 hours. Fire hydrant location and spacing shall comply with the fire code. An approved water supply for fire protection during construction shall be made available prior to the arrival of combustible materials on site. Reference 2019 California Fire Code (CFC) 507.5.1, 3312, Appendices B and C.
65. Fire Department Access: Prior to building permit issuance, a fire access site plan shall be approved. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1
66. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1
67. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction. Ref. CFC 503.1
68. Construction Permits: Building construction plans and fuel dispensing plans shall be submitted to the Office of the Fire Marshal for review and approval. Final conditions will be

addressed when these plans are reviewed. A copy of the fuel dispensing plans, approved by Riverside County Environmental Health Department, shall be provided to the Office of the Fire Marshal prior to permit issuance.

69. Fire Sprinkler System: All new commercial structures 3,600 square feet or larger shall be protected with a fire sprinkler system. Ref CFC 903.2 as amended by the City of Coachella.
70. Fire sprinkler system riser shall not be obstructed in any manner. If a system riser is to be concealed by means of a wall, soffit, column, or other building construction, it shall be provided with eighteen (18) inch clearance to each side and to the front of the system riser. Access shall be provided by means of a door with the minimum dimensions two (2) feet six (6) inches in width by six (6) feet eight (8) inches in height from the exterior of the building directly to the riser as approved by the fire code official Ref. RVC Fire IB 06-07.
71. Fire Alarm and Detection System: A water flow monitoring system and/or fire alarm system may be required and determined at time of building plan review. Ref. CFC 903.4, CFC 907.2 and NFPA 72
72. Knox Box and Gate Access: Buildings shall be provided with a Knox Box. The Knox Box shall be installed in an accessible location approved by the Office of the Fire Marshal. Gates installed across access walkways and maintained locked shall be provided with approved Knox equipment. Electric gate operators shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signaled form the fire apparatus and remain in the fully open position for a minimum of 20 seconds. Ref. CFC 506.1
73. Addressing: All commercial buildings shall display street numbers in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

Environmental Compliance:

74. Submit water and sewer plans for approval from Utilities Manager- project required to connect to City public sewer and water system.
75. The project will require a Water Quality Management Plan (WQMP)
76. Project will be required to install 4G Advanced Metering Infrastructure (AMI) meters at the residential services.
77. Backflow devices are required on irrigation meters and all non-residential meters.
78. Water service line Type K Soft Copper Tubing Polywrap-C Blue (6Mil, use applicable size)

79. Prior to acceptance of the first set of plan check, the developer/engineer must submit to the City of Coachella hydraulic model and relevant information clearing fire flow requirements,. The developer will be responsible for needed improvements as determined by the hydraulic model.

Code Enforcement

80. Applicant shall maintain fencing and windscreen that is adequately secured and braced to the satisfaction of the Code Enforcement to deter vandalism and dumping that is regularly occurring on the property prior to construction.

Miscellaneous

81. Developer shall construct a park on the 9th Street I.I.D. parcel, subject to the design as approved by the City Staff, subject to a ~~maximum~~-minimum **construction** cost of \$350,000 **and half the elevator cost**, ~~inclusive of landscape architecture, and agency fees.~~ The applicant shall increase funding for park improvements above \$350,000 ~~with any savings achieved by the developer on project construction costs.~~ **the construction cost of this condition with any savings achieved by the developer on project costs to be used to increase expenditures in park improvements.**

TRIPOLI - AFFORDABLE FAMILY APARTMENTS



CITY OF COACHELLA
TRIPOLI - AFFORDABLE FAMILY APARTMENTS

DESIGN GUIDELINES

APPLICANT:

TRIPOLI CIC, LP
6339 PASEO DEL LAGO
CARLSBAD, CA 92011
CONTACT: DAVID DAVIS
760-456-6000

JURISDICTION:

CITY OF COACHELLA
DEVELOPMENT SERVICES
1515 SIXTH STREET
COACHELLA, CA 92236
CONTACT: LUIS LOPEZ
760-398-3002

PREPARED BY:

TRIPOLI CIC, LP
6339 PASEO DEL LAGO
CARLSBAD, CA 92011
CONTACT: DAVID DAVIS
760-456-6000

TRIPOLI - AFFORDABLE FAMILY APARTMENTS

TRIPOLI - AFFORDABLE FAMILY APARTMENTS

I. INTRODUCTION

These Design Guidelines are required pursuant to the City of Coachella C-G PUD (General Commercial, Planned Unit Development). This Overlay Zone will provide for a mixed-use development for up to 108 apartments with approximately 3,000 square feet of ground floor commercial uses and urban open space.

The purpose of these Design Guidelines and Development Standards are to provide guidance for development, construction, new buildings, building additions, site work and landscaping. These guidelines will be used in addition to the zoning in establishing permitted uses, activities and development standards.

These guidelines may be amended from time to time. It is the owner's responsibility to be sure they have current Guidelines and have reviewed all applicable sections, ordinances or regulations that may affect any improvements.

The illustrations, photos and exhibits in this document are intended to convey a concept, not detailed construction drawings for construction. The intent of these guidelines are to provide a framework for preparing construction drawings for approval.

In the event of a conflict between these guidelines and any local, state or federal building and zoning codes. The jurisdictional approved documents shall govern.

II. PROJECT DESCRIPTION

The proposed project consists of a mixed-use development on vacant land located on 2.79 acres. The site is in the City of Coachella within a Planned Development (PD) Overlay Zone for a future mixed-use building. The residential affordable apartments will consist of 108 units including thirty (30) three-bedroom, fifty-one (51) two-bedroom and twenty-seven (27) one-bedroom units for families. The project includes one (1) residential unit for a fulltime onsite manager. The Commercial portion consist of two commercial locations. Building A proposes to build 2,062 sf retail space and will front onto 6th Street. Building B proposes to build 1,984 sf of retail space and will be located on the corner of Cesar Chavez and Bagdad Avenue. Building A will be a 3-story structure of wood frame construction with no elevators. Building B will be a 3-story structure of wood frame construction and include elevators. The project will incorporate green strategies such as low flow water fixtures and drought tolerant/native landscaping. The project will be energy efficient and include solar for power generation. Onsite social services provided to residents at no charge.

A 1,790 sf Community Meeting Room will serve the entire project and include a computer lab, kitchen, and leasing office. Laundry facilities will be located in each building. The project will include ADA accessibility and hearing/visually impaired units.

The architectural style utilizes the latest design guidelines from the “Pueblo Viejo Implementation Strategy Plan”. This will consist of private patios and balconies along with tower elements.

A. C-G PUD (GENERAL COMMERCIAL PLANNED UNIT DEVELOPMENT) OVERLAY ZONE)

1. Commercial

This intent of this zone is to provide for and encourage the orderly development of commercial areas designed to serve the community-wide needs. Such areas provide a wide variety of goods and services and must be consistent with the overall development of the city and its environs. The provisions of this zone intend to ensure that such commerce will be compatible with adjacent, noncommercial development, and to minimize the undesirable effects of heavy traffic, type of activity, and to set forth site requirements.

2. Residential

The purpose of this chapter is to provide for attractive, planned, residential districts in accordance with the general plan; to provide a means of achieving greater quality, variety and flexibility in residential development on relatively large parcels of land; to encourage more imaginative and innovative design of

projects; to promote more desirable living environments that would not be possible through the strict application of zoning standards; to assist in the development of old or blighted neighborhoods by providing incentives for higher quality multiple residential housing and project design; to require a more efficient use of open space, separation of pedestrian and vehicular traffic and increased project amenities; to insure that such projects will be assets to their surrounding neighborhoods, and safeguards will be required through the conditional use procedure. The overall plan shall provide equivalent or higher standards of development, operation, light, air, safety, convenience and aesthetics, than if developed under the underlying zone.

B. PROPERTY DEVELOPMENT STANDARDS

The following Property Development Standards shall apply. Dimensions and standards are minimums, and minor variations may be permitted subject to Planning Director review approval, providing the minimums specified herein are maintained as average minimums.

Setbacks:	
Front Setback	Zero (0) to ten (10) feet from property line.
Minimum Building Height	Three (3) stories or forty (40) feet
Upper Floor Setbacks	Ten (10) foot front setback for stories exceeding four (4) stories.
Allowed Residential Densities	Minimum twenty (2) D.U. per acre/ Maximum sixty-five (65) D.U. per acre
Parking:	Residential: 0.5 per one-bedroom, 0.5 per two-bedroom, 0.5 per three-bedroom. Guest parking 0%.
	Retail/Commercial: 40% of 4/1000 sf.
	On-Street parking that is within 500 hundred feet of the main entrance of a development may be utilized to satisfy the requirement for off-street parking.
Unit Size:	1-bedroom 542 sf 2-bedroom 702 sf 3-bedroom 932 sf

Walls and Fences:

Walls and fences are subject to the regulations set forth in the City of Coachella Zoning Ordinance. Fencing and wall design shall adhere to the parameters described in these Design Guidelines and/or Codes, Covenants and Restrictions.

Apartment Development:

Conceptual Site Plan is depicted on Figure 1, Conceptual Floor Plans are depicted on Figure 2, Conceptual Unit Plans are depicted on Figure 3 and Conceptual Elevations are depicted on Figure 4.

Animal Keeping:

Consistent with an affordable type of community proposed, pets and animal raising are not permitted.

C. PARKING REGULATIONS

All off-street parking shall be in accordance with the regulations set forth by the State of California Density Bonus Law. Parking areas shall be landscaped in accordance with these Design Guidelines.

D. GENERAL GUIDELINES – PROJECT THEME

The project is designed as an 100% Affordable Apartment Project whereby the natural character of the site and surroundings are integrated into the community design (Figure 6 Landscape Concept Plan). A landscape theme reminiscent of early California Heritage is used. Landscape themes on 6th Avenue will continue the current design associated with the adjacent Pueblo Viejo Villas project and the DPSS building. The property features quality commercial themes along the frontages of the community serving facilities located on Cesar Chavez and 6th Street. The project will extend these themes down Tripoli Way and Bagdad with angled parking with landscape pockets. This project will benefit by the Sunline Transit Center which is located on the southeast corner of 4th Street and Cesar Chavez.

E. PURPOSE AND INTENT

The purpose and intent of these Design Guidelines is to integrate appropriate planning, architectural and landscape architectural elements within the community and to guide the City of Coachella in the building of the project. The intent of these guidelines is to establish an individual identity, yet blend in with the overall community theme, as well as to blend with the overall community character of Coachella.

These guidelines, together with the other sections of this document, provide the basis of design consistency and serve as an instrument of approval by the City of Coachella Planning Department. This document is used together with the City of Coachella Zoning Ordinance, Building Codes and Planning Regulations that may be amended from time to time. In addition, changes may be made to these guidelines over the life of the project to further enhance the community.

F. LANDSCAPE DESIGN GUIDELINES

To reinforce the character of the project, landscape design guidelines for development is set forth in this section, compliment the qualities of the natural environment and surrounding community character. The project incorporates several development standards typical of rural desert communities such as roads without sidewalks, trails and informal landscaping. Public Roads designed to City standards, flow with the

neighborhood and provide continuity. Streetscapes, as well as project entries and key focal points entering the community emulate the character through appropriate signage, landscaping and materials. The project landscape palette complements the themes and character for the City of Coachella.

Adherence to these guidelines helps ensure a quality living environment by creating design continuity throughout the project.

The Landscape Design Guidelines consist of a written summary and graphic exhibits that address the design of typical project elements. All project entry monuments, street scenes, community edges, boundaries and recreation amenities are delineated to further explain the personality of the community. The objectives of the Landscape Design Guidelines are:

- To provide guidance in formulating precise development plans.
- To provide a guide for public agencies, builders, engineers, architects, landscape architects, other professionals and homeowners.
- To provide the City of Coachella assurances that the project develops in accordance with the quality and character proposed in this document.

The Plant Material Guidelines section presents the overall community landscape concept and plant material palette. Information relative to seasonal planting constraints, climate constraints, planting installation, irrigation installation and landscape maintenance are presented as an aid to successful implementation.

Street Scenes

The street scene guidelines establish street hardscape, furniture, landscape development, as well as a framework for consistency of design. All landscaping construction drawings require approval of the City of Coachella Planning Department.

Cesar Chavez “Major Road”

Primary project Frontage is located along the Western Property Line. This street scene development provides for community commercial elements and serves as an introduction to the Commercial uses. The Cesar Chavez street scene is designed to accommodate pedestrian uses and local traffic from the apartments and Transit Center.

The street tree-planting concept for Cesar Chavez, features a row of trees and sidewalk adjacent to the commercial activity. The area between the sidewalk and residential units will be landscaped with desert planting and decomposed granite. The area adjacent to commercial spaces shall be enhance concrete which reflect a local natural appearance.

6th Street

This is a local road that has been enhance and is a primary access to the City facilities. The intent is to encourage visitors to walk along shaded walkways, trellis’s and tree canopies. Elements to be included are landscape planters, interlocking permeable pavers, bike racks, and street trees in planters, benches, sidewalk opening, decorative roadway crossings and trash receptacles.

Tripoli Way

This is a local road intended to complete the circulation between the existing residential and commercial activity to the south to Bagdad Avenue. The roadway has been design to accommodate angled parking which provides character along with landscape pockets in an urban style to reduce traffic speeds and provide for traffic calming. Additional traffic calming measure may be required if undesirable conditions are determined.

Bagdad Avenue

This is a local road intended to connect eastern neighborhoods to Cesar Chavez. The roadway has been design to accommodate angled parking which provides character along with landscape pockets in an urban style to reduce traffic speeds and provide for traffic calming.

Landscape Planting and Irrigation

Overall plant material selection for given project areas has compatible drought resistant characteristics wherever possible. Irrigation programming is designed to minimize water application for the entire landscape setting. The limited plant material selections for common landscape areas are contained in the following plant palettes. Plant material not listed may be utilized provided it is appropriate to the intended community character, site conditions and concerns for maintenance.

COMMUNITY PLANT PALLET

Botanical Name	Common Name
Trees	
Acacia Aneura	Mulsa
Bauhinia x blakeana	Hong Kong Orchid
Chilopsis L. 'Timeless Beauty'	Desert Willow
Ebenopsis Ebano	Texas Ebony
Ulmus Parvifolia 'Drake'	Drake Elm
Phoenix Dactylifera	Date Palm
Large Shrubs	
Encelia Californica	Brittlebush
Leucophyllum Fruitescens	Texas Ranger
Salvia Leucantha	Mexican Bush Sage
Small Shrubs	
Carex Tumulicola	Foothill Sedge
Dalea Greggii	Trailing Indigo Bush
Dasylyron Wheeleri	Spoon Yucca
Festuca Glauca	Elijah Blue
Nandina 'Compacta'	Dwarf Nandina
Rosa x 'Noare'	Carpet Rose
Stipa Tenuissima	Mexican Feather Grass
Ground Cover	
Decomposed Granite	DG

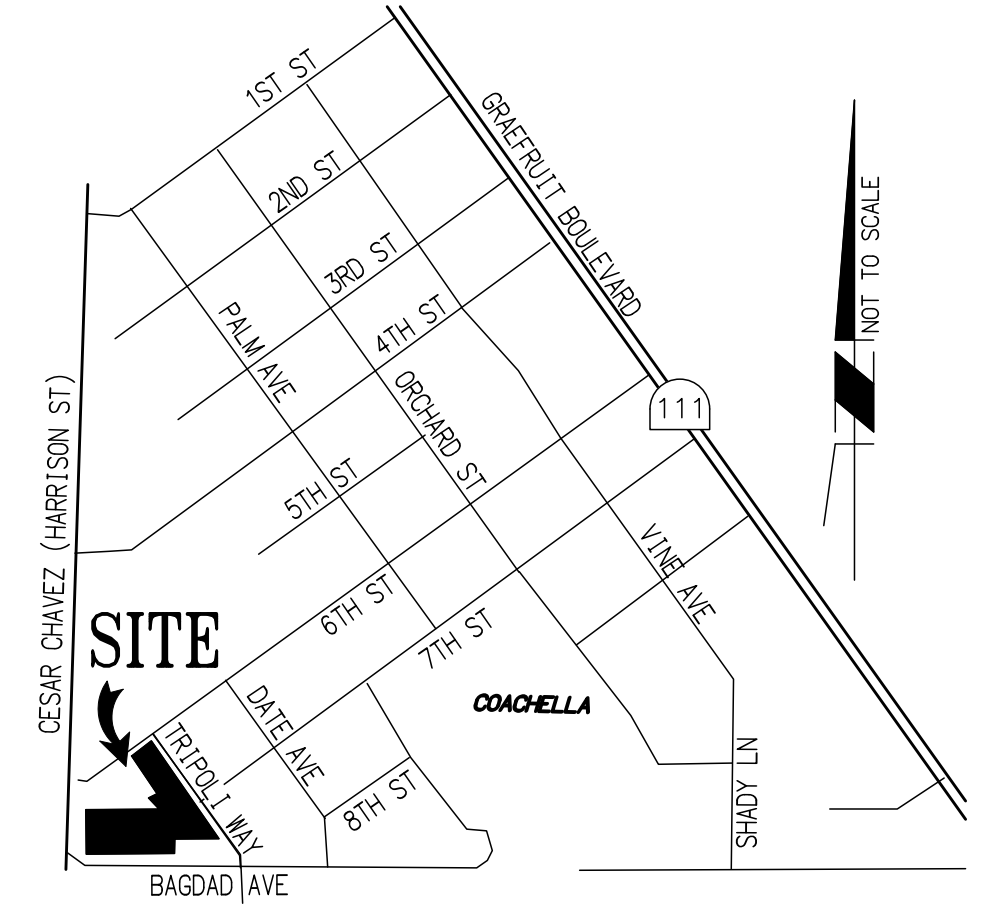
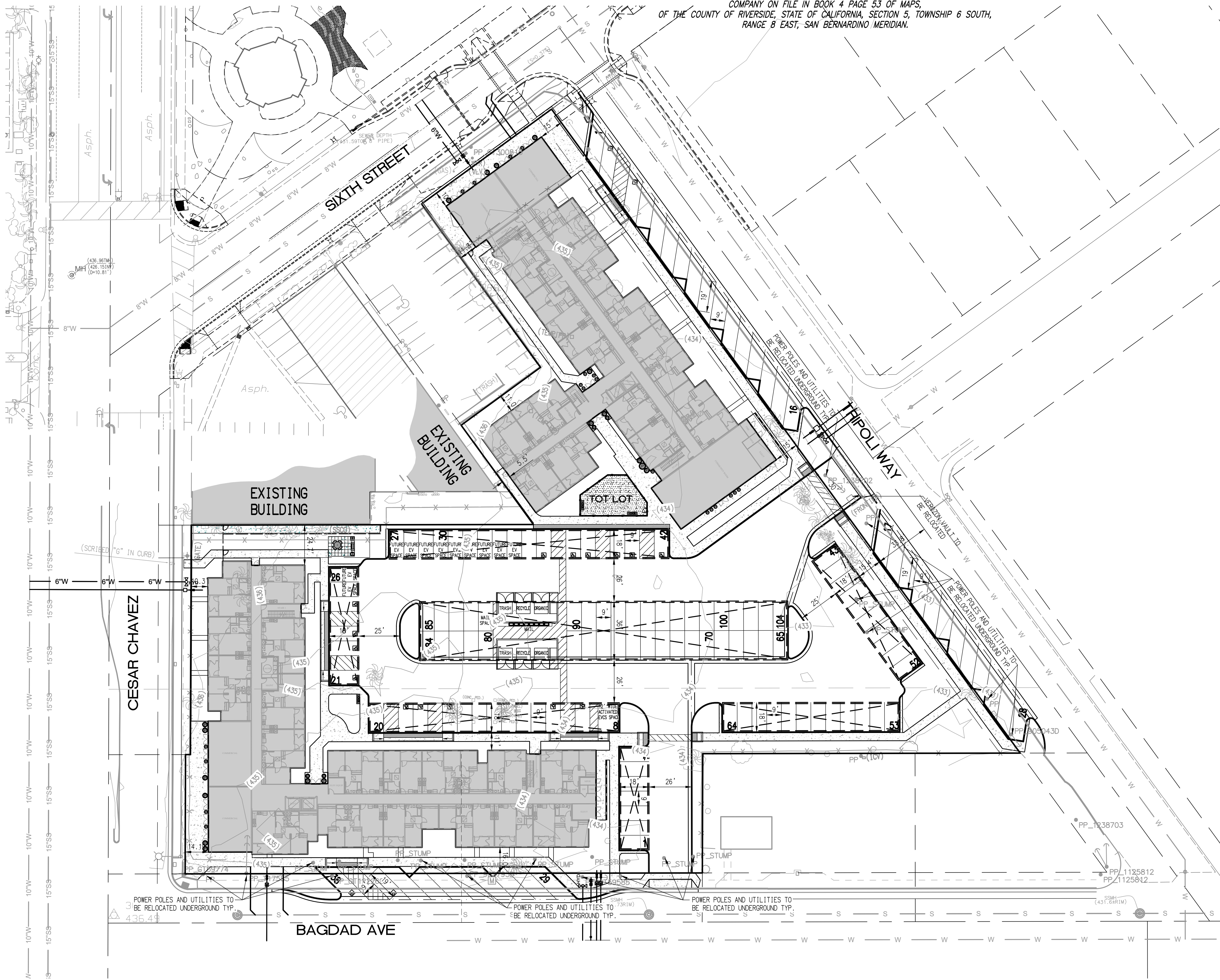


IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SITE PLAN

PORTIONS OF LOT 11 AS SHOWN BY A MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.

Attachment 3



VICINITY MAP
NOT TO SCALE

PROPERTY ADDRESS:
51392 CESAR CHAVEZ ST
COACHELLA, CA 92236

APNS:
778-081-001 & 778-081-003

PARKING COUNT PER AB2345:
MASS TRANSIT IS LOCATED WITHIN 1/2 MILE NORTH ON CESAR CHAVEZ RD FROM THIS PROPERTY. PROJECT IS 100% LOW INCOME AFFORDABLE HOUSING PER AB2345. THE PARKING REQUIREMENT IS 0.5 SPACES PER UNIT.

(108 TOTAL UNITS)

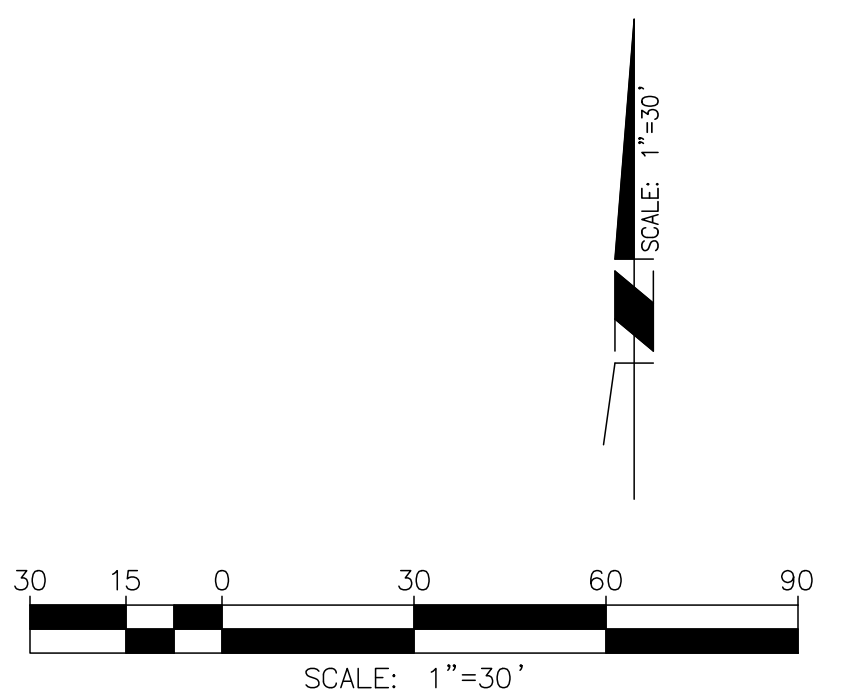
REQUIRED ACCESSIBLE UNITS:	15% OF TOTAL 108 UNITS x 15% = 16 ACCESSIBLE UNITS
REQUIRED ACCESSIBLE PARKING:	1 SPACE PER ACCESSIBLE UNIT 16 ACCESSIBLE SPACES REQUIRED 16 ACCESSIBLE SPACES PROVIDED

TOTAL PARKING REQUIRED	=	54 PARKING SPACES
TOTAL PARKING PROVIDED	=	104 ON-SITE PARKING SPACES
NORMAL PARKING PROVIDED	=	87 NORMAL ON-SITE PARKING SPACES
ADA PARKING PROVIDED	=	16 ON-SITE ADA PARKING SPACES
MAIL PARKING PROVIDED	=	1 ON-SITE MAIL PARKING SPACE
TOTAL OFF-SITE PARKING PROVIDED	=	38 OFF-SITE PARKING SPACES
NORMAL OFF-SITE PARKING PROVIDED	=	34 NORMAL OFF-SITE PARKING SPACES
ADA OFF-SITE PARKING PROVIDED	=	4 ADA OFF-SITE PARKING SPACES

BUILDING DATA:

(27) 1 BR/1 BA	542 SF
(51) 2 BR/1 BA	702 SF
(30) 3 BR/2 BA	932 SF

(108 TOTAL UNITS)





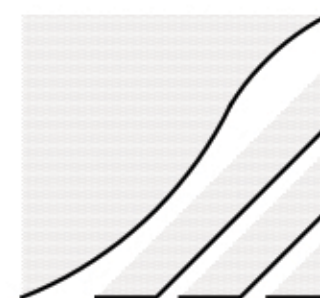
SIXTH STREET



CESAR CHAVEZ

TRIPOLI
CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"



THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



BUILDING A

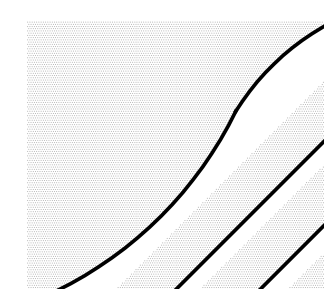
BUILDING DATA

12 1BR/1BA 542 SQ. FT
 24 2BR/1BA 702 SQ. FT
 14 3BR/2BA 932 SQ. FT

50 TOTAL UNITS

**TRIPOLI - BUILDING A
 FIRST FLOOR BUILDING PLAN
 CHELSEA INVESTMENT CORPORATION**

SCALE: 1/8" = 1'-0"

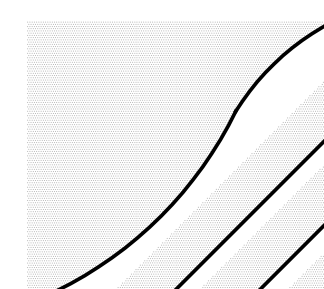


THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



**TRIPOLI - BUILDING A
SECOND FLOOR BUILDING PLAN
CHELSEA INVESTMENT CORPORATION**

SCALE: 1/8" = 1'-0"

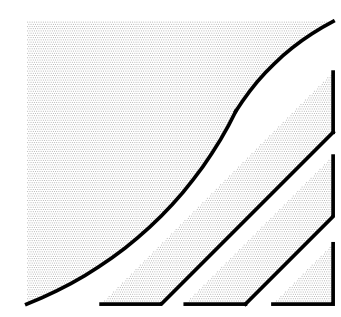


THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



TRIPOLI - BUILDING A
THIRD FLOOR BUILDING PLAN
CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"





BUILDING A - NORTH ELEVATION

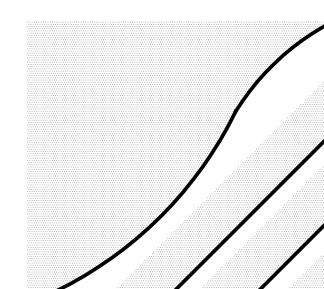


- STUCCO
- DECORATIVE WROUGHT IRON RAILING
- DECORATIVE WROUGHT IRON
- DECORATIVE FOAM SHUTTERS
- 3X OUTLOOKERS
- CONCRETE ROOF TILE
- VINYL WINDOW

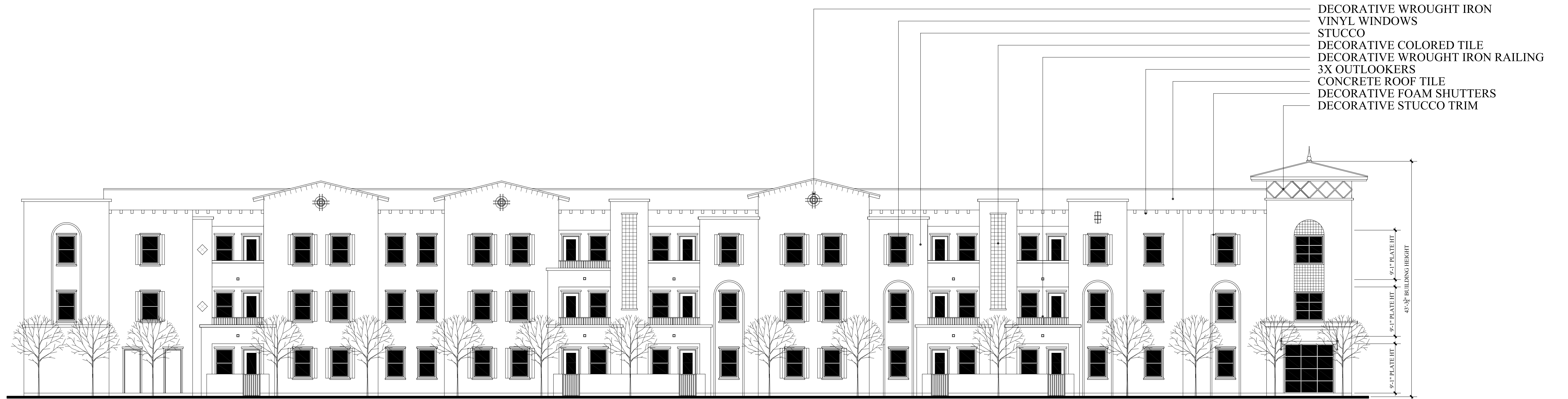
BUILDING A - SOUTH ELEVATION

TRIPOLI - BUILDING A
 BUILDING ELEVATIONS
 CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"



THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



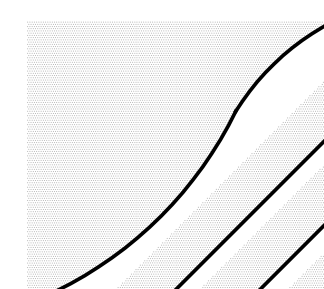
BUILDING A - EAST ELEVATION



BUILDING A - WEST ELEVATION

TRIPOLI - BUILDING A
 BUILDING ELEVATIONS
 CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"



THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



BUILDING B

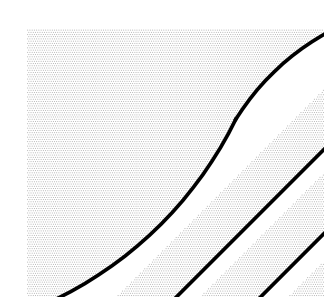
BUILDING DATA

15 1BR/1BA	542 SQ. FT
27 2BR/1BA	702 SQ. FT
16 3BR/2BA	932 SQ. FT

58 TOTAL UNITS

**TRIPOLI - BUILDING B
FIRST FLOOR BUILDING PLAN
CHELSEA INVESTMENT CORPORATION**

SCALE: 1/8" = 1'-0"

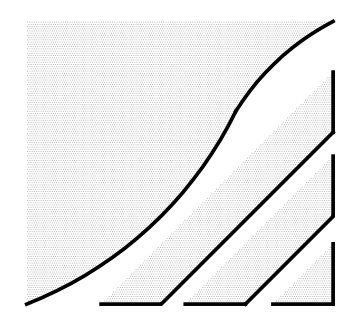


THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



**TRIPOLI - BUILDING B
SECOND FLOOR BUILDING PLAN
CHELSEA INVESTMENT CORPORATION**

SCALE: 1/8" = 1'-0"

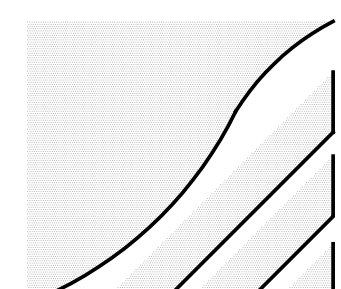


THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



**TRIPOLI - BUILDING B
THIRD FLOOR BUILDING PLAN
CHELSEA INVESTMENT CORPORATION**

SCALE: 1/8" = 1'-0"



THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



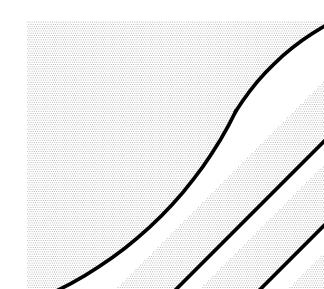
BUILDING B - NORTH ELEVATION



BUILDING B - SOUTH ELEVATION

TRIPOLI - BUILDING B
 BUILDING ELEVATIONS
 CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"



THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING

Attachment 3



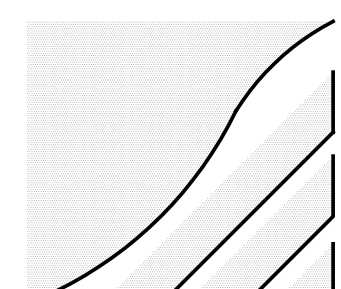
BUILDING B - WEST ELEVATION



BUILDING B - EAST ELEVATION

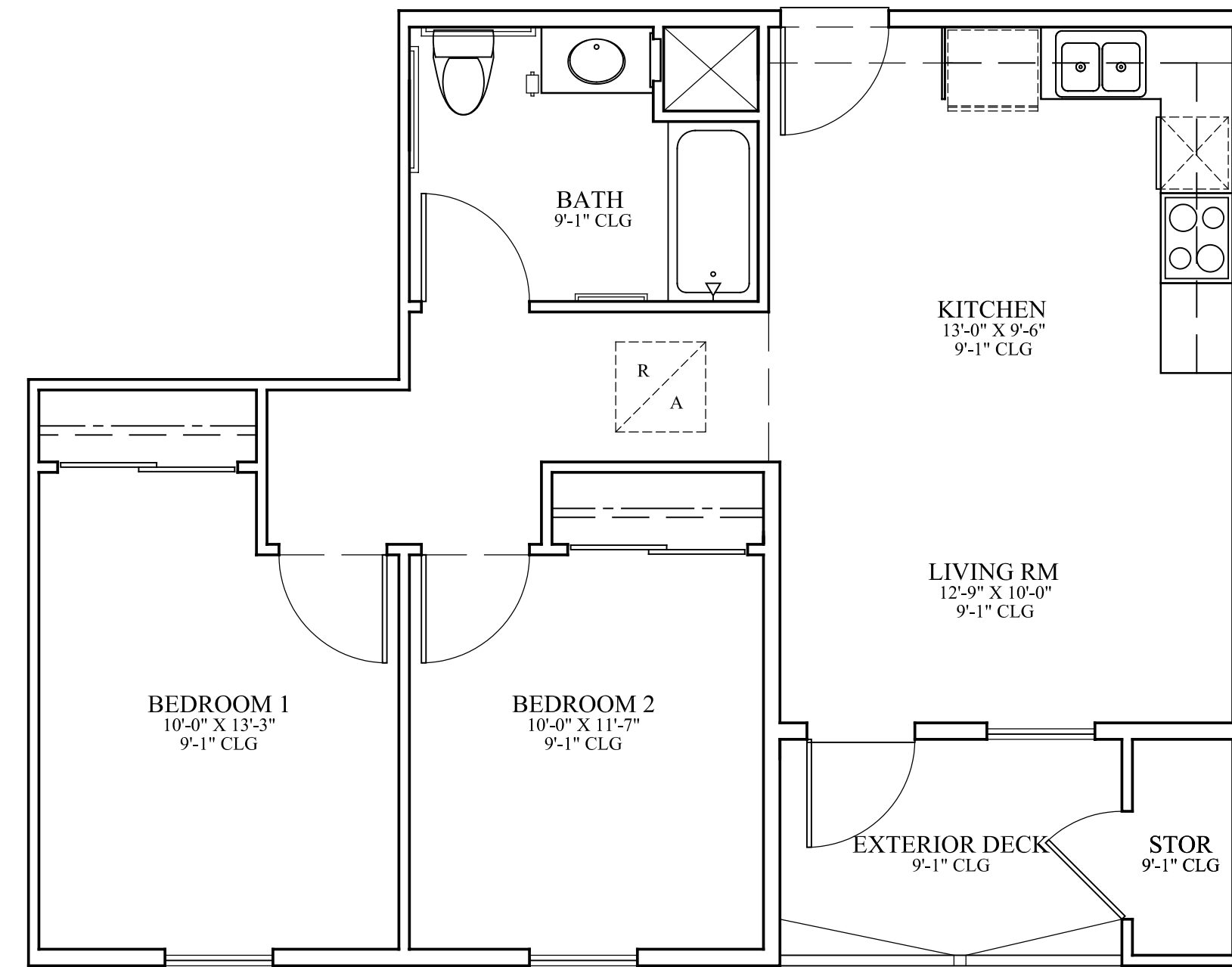
TRIPOLI - BUILDING B
 BUILDING ELEVATIONS
 CHELSEA INVESTMENT CORPORATION

SCALE: 1/8" = 1'-0"



THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING

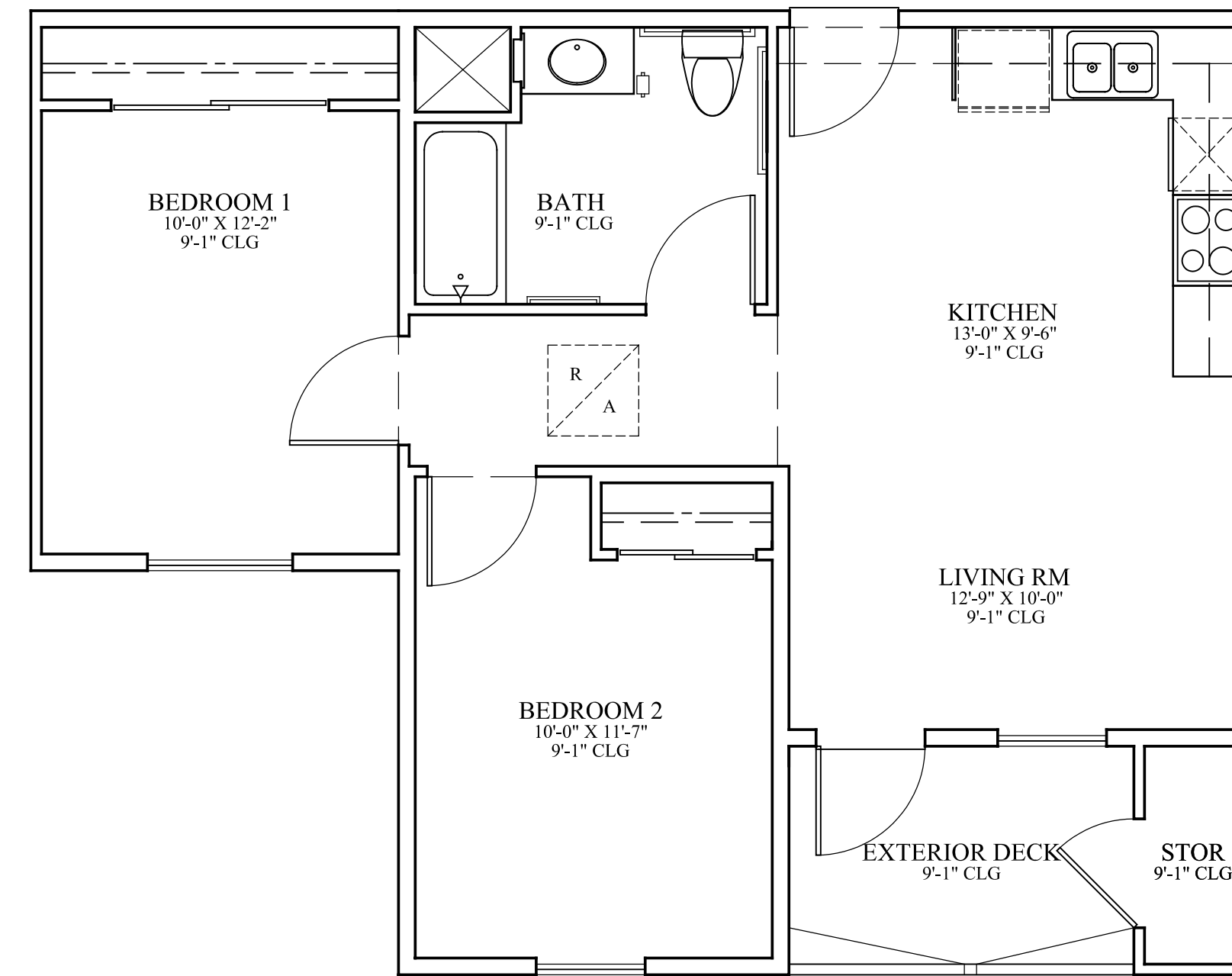
Attachment 3



TWO BEDROOM UNIT B

SCALE: 1/4" = 1'-0"

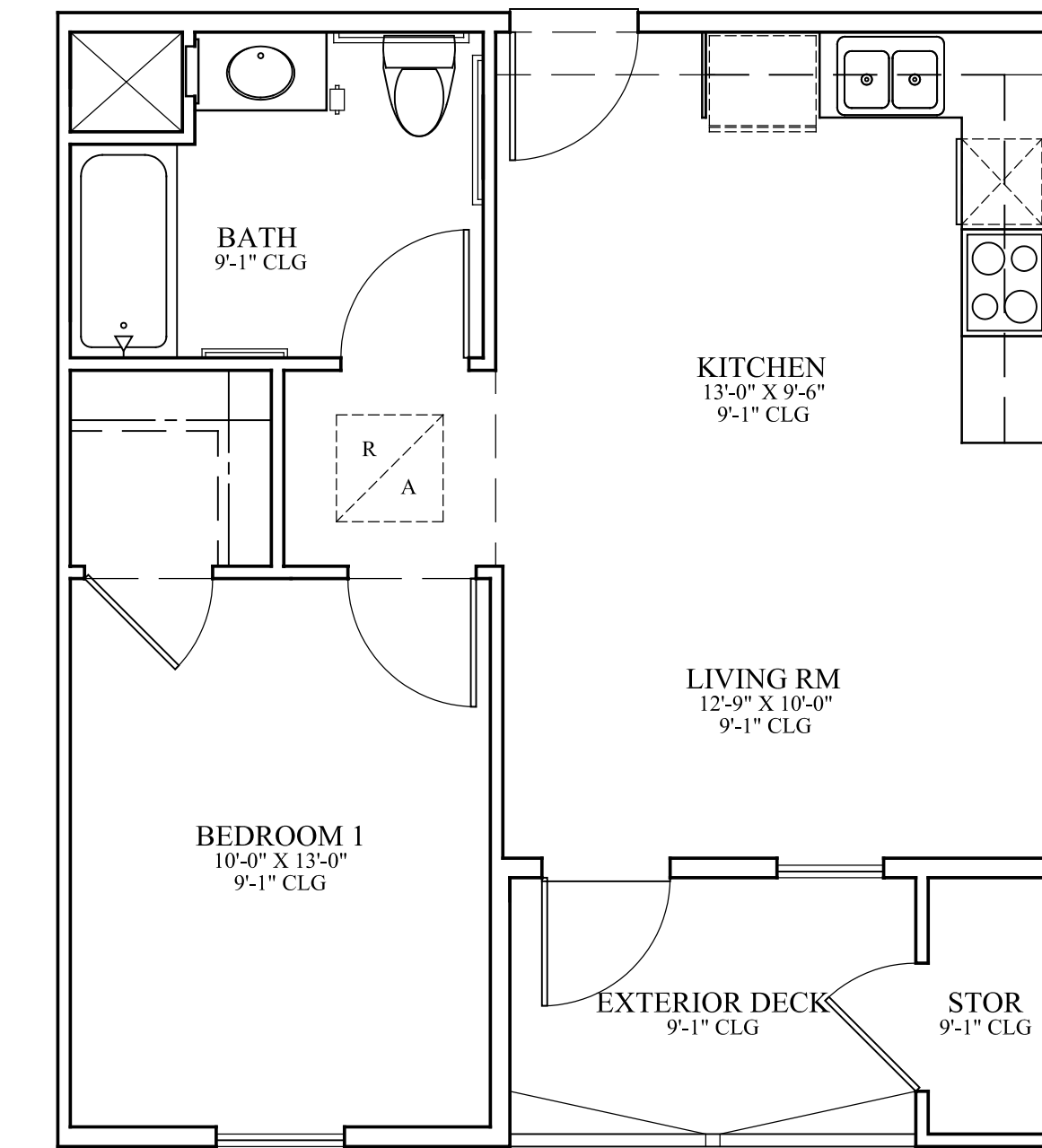
UNIT: 709 SQ. FT.
DECK: 60 SQ. FT.
STORAGE: 198 CU. FT.



TWO BEDROOM UNIT A

SCALE: 1/4" = 1'-0"

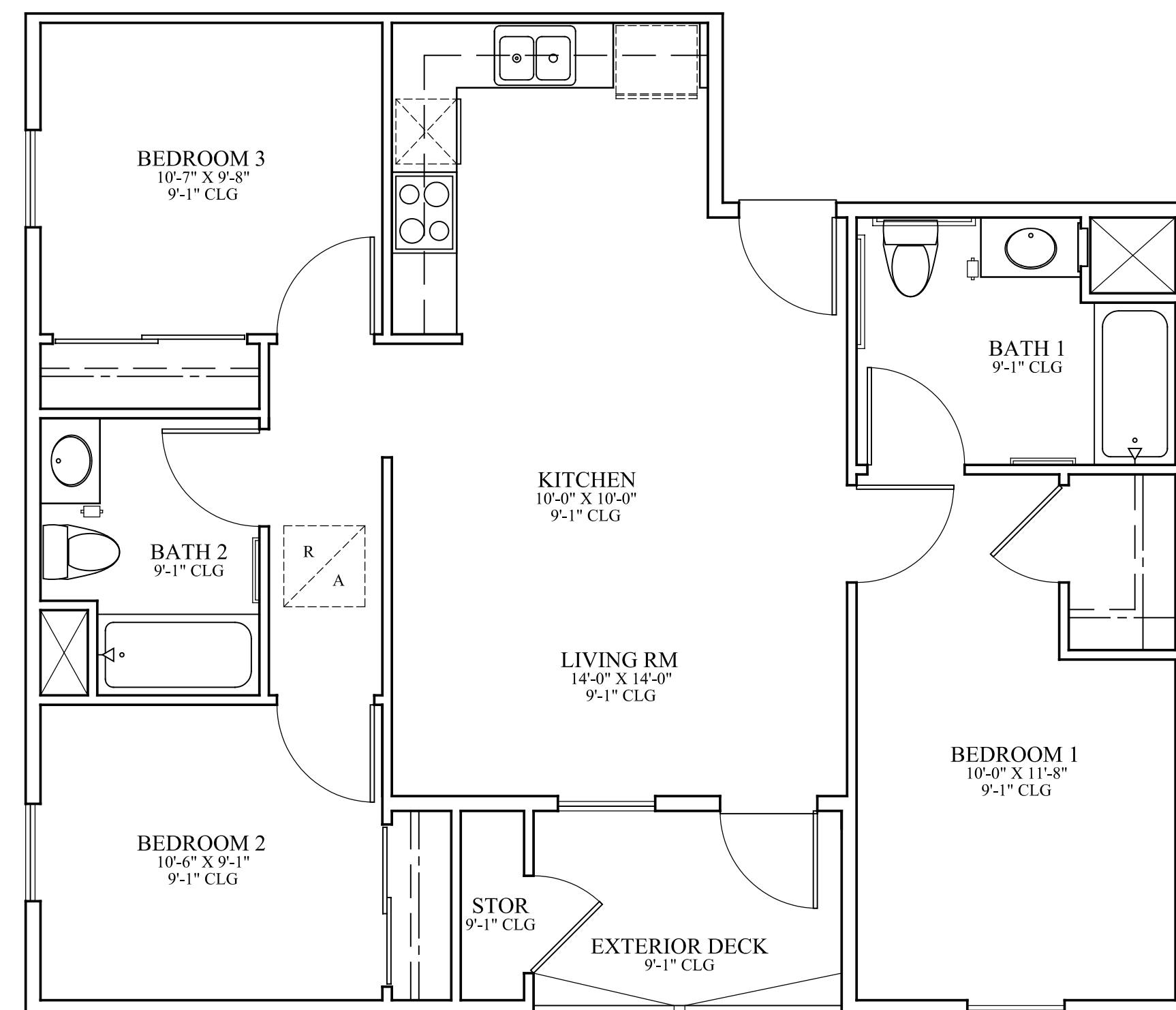
UNIT: 702 SQ. FT.
DECK: 60 SQ. FT.
STORAGE: 198 CU. FT.



ONE BEDROOM UNIT

SCALE: 1/4" = 1'-0"

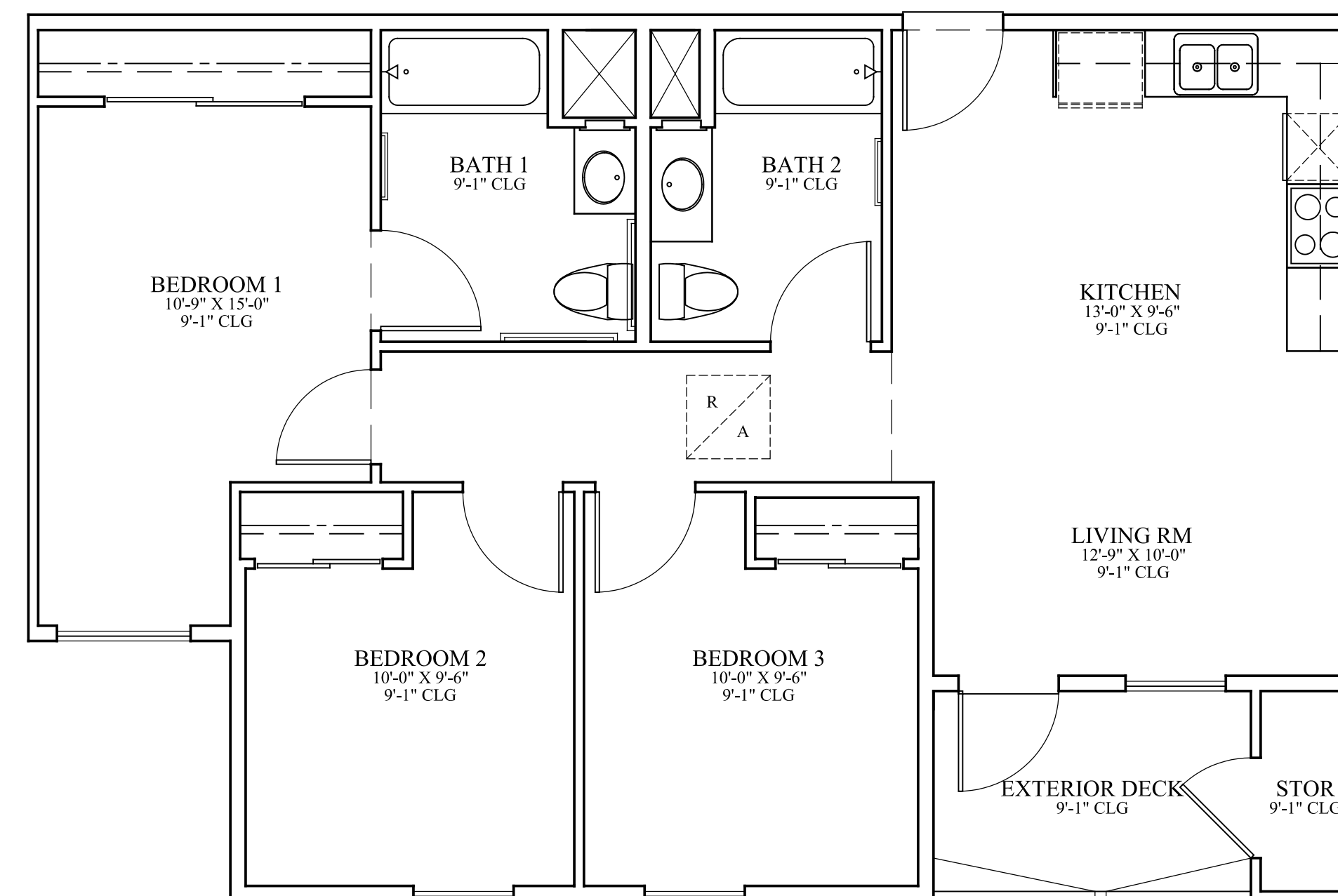
UNIT: 542 SQ. FT.
DECK: 60 SQ. FT.
STORAGE: 198 CU. FT.



THREE BEDROOM UNIT B

SCALE: 1/4" = 1'-0"

UNIT: 965 SQ. FT.
DECK: 60 SQ. FT.
STORAGE: 135 CU. FT.



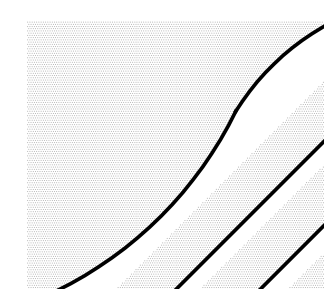
THREE BEDROOM UNIT A

SCALE: 1/4" = 1'-0"

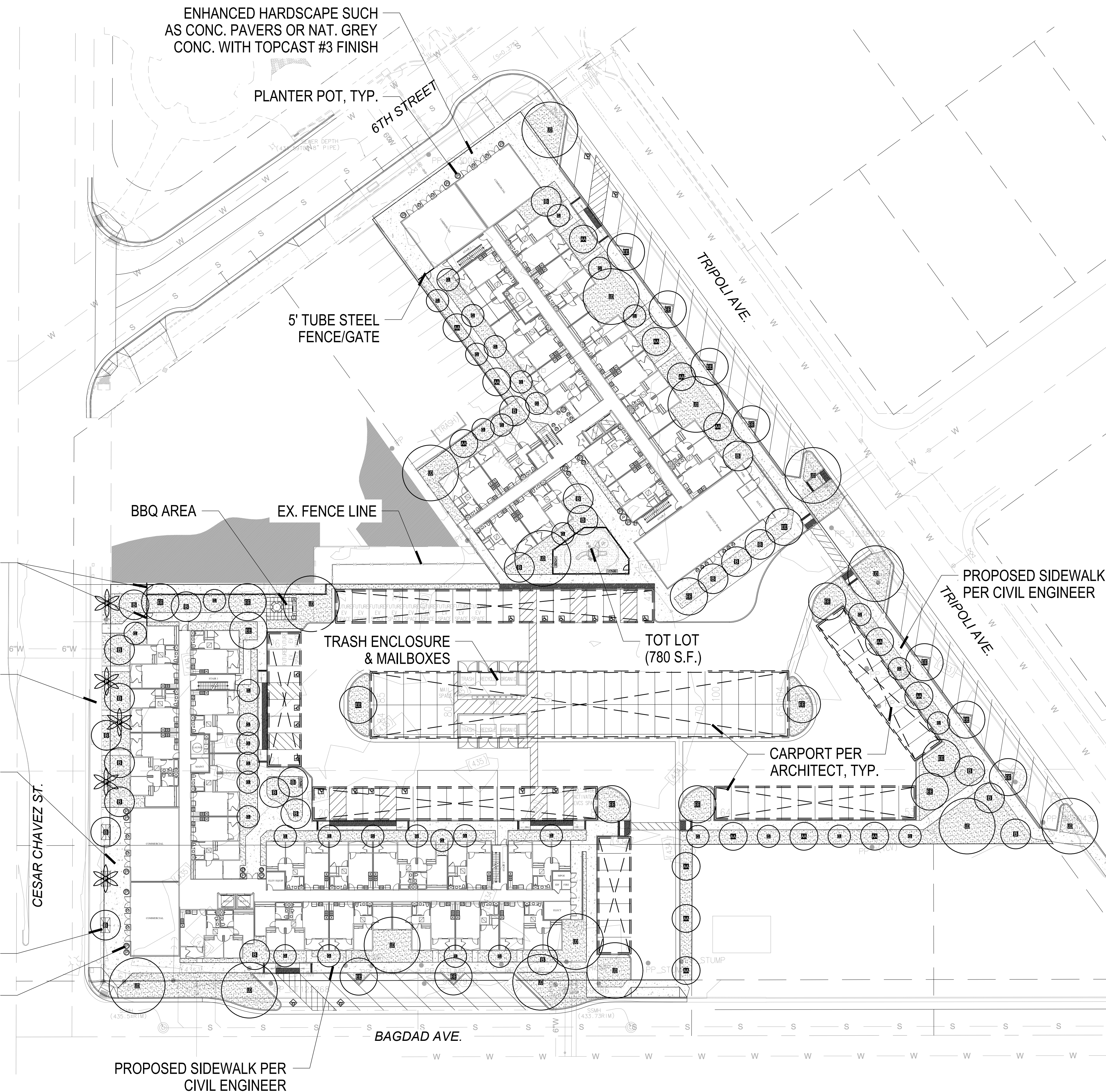
UNIT: 932 SQ. FT.
DECK: 60 SQ. FT.
STORAGE: 198 CU. FT.

**TRIPOLI
UNIT PLANS
CHELSEA INVESTMENT CORPORATION**

SCALE: 1/8" = 1'-0"



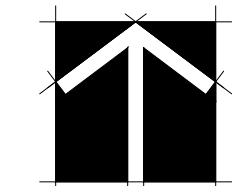
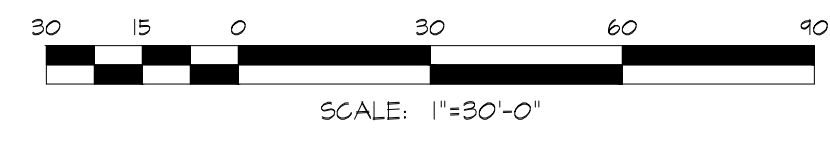
THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	ACACIA ANEURA	MULGA	24"BOX	L
	BAUHINIA X BLAKEANA	HONG KONG ORCHID TREE	24"BOX	M
	CHILOPSIS L. 'TIMELESS BEAUTY'	DESERT WILLOW	24"BOX	VL
	EBENOPSIS EBANO	TEXAS EBONY	24" BOX	L
	ULMUS PARVIFOLIA 'DRAKE'	DRAKE ELM	24"BOX	M
PALM TREES	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	PHOENIX DACTYLIFERA 'MEDJOOL'	DATE PALM	16' BTH	L
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	ACACIA REDOLENS	BANK CATCLAW	5 GAL	VL
	BOUGAINVILLEA X 'OO-LA-LA'	OO-LA-LA BOUGAINVILLEA	5 GAL	L
	LEUCOPHYLLUM F. 'COMPACTA'	COMPACT TEXAS RANGER	5 GAL	L
	SALVIA LEUCANTHA	MEXICAN BUSH SAGE	5 GAL	L
GRASSES/GRASS-LIKE PLANTS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	PENNISETUM S. 'CUPREUM'	FOUNTAIN GRASS	5 GAL	L
SUCCULENTS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	AGAVE DESMETTIANA	DWARF CENTURY PLANT	5 GAL	L
	AGAVE X 'BLUE FLAME'	BLUE FLAME AGAVE	5 GAL	L
	CALANDRINIA SPECTABILIS	PINK CALANDRINIA	1 GAL	L
	DASYLIRION LONGISSIMUM	TOOTHLESS DESERT SPOON	5 GAL	VL
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	VL
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
		3/4" DECORATIVE PEA GRAVEL (OR LARGER)		SQ. FT.

NOTE: TREE PLANTING HEIGHT A MIN. OF 7'

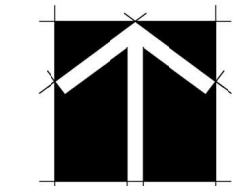
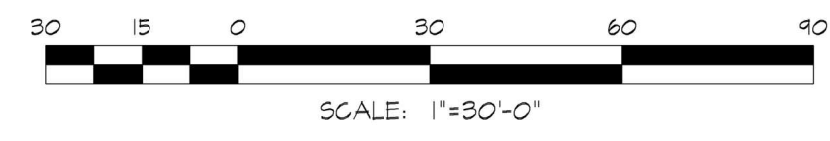




PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	ACACIA ANEURA	MULGA	24"BOX	L
	BAUHINIA X BLAKEANA	HONG KONG ORCHID TREE	24"BOX	M
	CHILOPSIS L. 'TIMELESS BEAUTY'	DESERT WILLOW	24"BOX	VL
	EBENOPSIS EBANO	TEXAS EBONY	24" BOX	L
	ULMUS PARVIFOLIA 'DRAKE'	DRAKE ELM	24"BOX	M
PALM TREES	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	PHOENIX DACTYLIFERA 'MEDJOO'	DATE PALM	16' BTH	L
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	ACACIA REDOLENS	BANK CATCLAW	5 GAL	VL
	BOUGAINVILLEA X 'OO-LA-LA'	OO-LA-LA BOUGAINVILLEA	5 GAL	L
	LEUCOPHYLLUM F. 'COMPACTA'	COMPACT TEXAS RANGER	5 GAL	L
	SALVIA LEUCANTHA	MEXICAN BUSH SAGE	5 GAL	L
GRASSES/GRASS-LIKE PLANTS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	PENNISETUM S. 'CUPREUM'	FOUNTAIN GRASS	5 GAL	L
SUCCULENTS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
	AGAVE DESMETTIANA	DWARF CENTURY PLANT	5 GAL	L
	AGAVE X 'BLUE FLAME'	BLUE FLAME AGAVE	5 GAL	L
	CALANDRINIA SPECTABILIS	PINK CALANDRINIA	1 GAL	L
	DASYLIRIUM LONGISSIMUM	TOOTHLESS DESERT SPOON	5 GAL	VL
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	VL
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
		3/4" DECORATIVE PEA GRAVEL (OR LARGER)		SQ. FT.

NOTE: TREE PLANTING HEIGHT A MIN. OF 7'



Perspective Renderings



Perspective from Cesar Chavez Street and Bagdad Avenue



Perspective from 6th Street and Tripoli Avenue.



City of Coachella Development Services Department

1515 Sixth Street
Coachella CA 92236
(760) 398-3102
Fax (760) 398-5421

Notice of Action by Planning Commission

Subject Case: Second Amendment to CUP No. 351 and AR No. 22-04 (Tripoli Mixed Use Project)

Date of Meeting: February 26, 2023

Applicant: Chelsea Investment Corporation
Attn: David Davis
6339 Paseo del Lago
Carlsbad, CA 92011

Action: The Planning Commission voted to adopt Resolution No. 2023-05 recommending approval of a second amendment to Conditional Use Permit No. 251 and Architectural Review No. 22-04, to for the PUD (Planned Unit Development) Overlay Zone guidelines, design revisions and modifications to conditions of approval for a mixed-use development consisting of 108 apartment units and four retail units on 2.8 acres of vacant C-G (General Commercial) zoned property at the northeast corner of Cesar Chavez Street and Bagdad Avenue (APN# 778-081-003 and -001) subject to the findings and conditions of the staff report and modified as follows:

Modified Conditions:

- Condition 9: The applicant shall accommodate an elevator for Building A and B.
- Condition 81 added as follows: Developer shall construct a park on the 9th Street I.I.D. parcel, subject to the design as approved by the City Staff, subject to a ~~maximum~~-minimum **construction** cost of \$350,000 **and half the elevator cost**, ~~inclusive of landscape architecture, and agency fees.~~ The applicant shall increase funding for park improvements above \$350,000 ~~with any savings achieved by the developer on project construction costs.~~ **the construction cost of this condition with any savings achieved by the developer on project costs to be used to increase expenditures in park improvements.**

By: **Gabriel Perez**
Gabriel Perez, Development Services Department

Digitally signed by Gabriel Perez
DN: cn=US, e=gperrez@coachella.org,
o=City of Coachella, ou=Planning
Division - Development Services Dept.,
c=US, cn=Gabriel Perez
Date: 2023.02.26 16:44:28-0800'

Date: 2-26-23

cc:	File	Sanitary	City Manager	Engineering
	City Council	Building	Applicant	Architect

APPEALS (This item will be heard by the City Council and is not subject to appeal):

Coachella Municipal Code Section 080.23. Appeals. B. *Time Limit* - Filing of Appeal Any valid appeal shall be filed withing fifteen (15) days of the date on which notice of the recommendation or determination was mailed, except that when the final day for filing an appeal falls on a Saturday, Sunday or legal holiday, the time for filing for such appeal shall be extended to the close of business on the next succeeding working day. Mailing of notice shall be as expeditious as practicable. See also Coachella Municipal Code Sections 080.23.A, 080.43, 080.52 and 080.63

TRIPOLI CIC, LP
6339 Paseo del Lago
Carlsbad, CA 92011

February 28, 2023

Andrew Simmons, City Engineer
Gabriel Martin, City Manager
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Subject: Budget for 6th Street Improvements/IIG Scope
Tripoli Apartments ("Project") located at 51392 Cesar Chavez Street

Dear Mr. Simmons and Dr. Martin:

The team at Chelsea Investment Corporation is hard at work refining the details of the Tripoli project that is heading toward a start of construction in May of 2023. We appreciate the guidance of the city's internal managers and staff on project requirements. **One of the keys to the project's success is ensuring that the scope of work we will be performing is in balance with project resources so that we can close financing on time.**

Since our last meeting at the council on the topic of project cost, we have been able to budget the offsite work from Cesar Chavez to Palm on 6th Street. These upgrades will ensure the downtown Coachella gets the comprehensive update to streets and sidewalks that was originally envisioned.

Next the team is working on plans for the 9th Street Park. We recently met with the planning commission to discuss the possibility of removing an elevator bank from the smaller building at the Tripoli Apartments and using the resulting savings to pay for the park. The commission voted to approve that plan citing the greater good for the city's residents from park improvements. There was an issue with the wording of the approval, however, that we wanted to bring to your attention.

The commission intended to vote on a motion that ensured that our company would be required to perform a minimum of work of \$350,000 **OR** the cost of deleting the elevator bank. Unfortunately due to the complexity of the issue and the last-minute addition of the elevator deletion cost, the commission worded the item as \$350,000 **AND** the cost of deleting the elevator bank. Unfortunately there are not enough project resources for us to make this commitment which would result in the project being out of balance between resources and cost. We ask for your help to ensure that this trade-off is worded in such a way so that the project can make the commitment.

Finally there is the issue of project savings. Chelsea Investment Corporation does not object to working collaboratively with the city to spend any savings that may result from the project. The issue arises with how to process that commitment in the legal documents related to the project financing including how to define savings. A second issue with using savings from the overall project for the park is the schedule since savings would be calculated at project completion in December 2024. Therefore construction on the park would be held up until that time. A third consideration is that project savings could be used for

TRIPOLI CIC, LP
Budget for 6th Street Improvements/IIG Scope
February 28, 2023

improvements to the building or to the retail spaces increasing the likelihood that we can attract new tenants to benefit the downtown area.

The options we would recommend for wording on project savings are as follows:

1. Set a fixed offsite budget with the City Engineer where any savings from the scope surrounding the project site (including the extensive utility undergrounding), and 6th Street would automatically be used for park improvements AND/OR
2. Set series of meeting to work collaboratively with the city at 50% complete, 75% complete and project completion to review potential uses of contingency that can include building upgrades to benefit tenants, retail upgrades to attract tenants, and/or park improvements.

We appreciate the city's active involvement in the project that ensures our plans meet the needs of city residents and future tenants of the Tripoli Apartments. Please be sure to contact Alex Earl at aearl@chelseainvestco.com or (760) 917-3463 if you have suggestions or need clarifications about these issues.

Sincerely,

DocuSigned by:



4125E6BF9FEA4E4...

Jim Andersen
Chief Development Officer
Chelsea Investment Corporation
On behalf of Tripoli CIC, LP

Cc: Gabriel Perez, Planning Director, City of Coachella
Celina Jimenez, Grants Manager, City of Coachella
Jim Andersen, Chelsea Investment Corporation
David Potter, Chelsea Investment Corporation
Colleen Edwards, Chelsea Investment Corporation
Alex Earl, Chelsea Investment Corporation