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

AGENDA

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

April 23, 2025
5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

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

- Public comments may be received **either in person, via email, or via Zoom.**
  - **In Person:**

    Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.
  - **In Real Time via Zoom:**

    If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the **"raise hand"** function on Zoom.
  - **In Writing via Email:**

    If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

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

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1)) Title: City Manager

2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
   City Labor Negotiator: Interim City Manager William Pattison
   Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees

3. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
   City Labor Negotiator: Interim City Manager William Pattison
   Employee Organization: Teamsters Local 1932 Representing Mid-Management Employees

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

4. Proclamation Presented to Ophelia Project Scholarship Recipients - Brenda Alvarez-Molina & Lesli Barraza Diaz

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.)

5. Regular Meeting Minutes of April 9, 2025, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

6. Special Meeting Minutes of April 11, 2025, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

7. Quarterly Reports - Third Quarter (January - March) FY 2024-2025

8. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of April 23, 2025, $2,651,312.30

9. Authorize the Interim City Manager to Execute a Maintenance of Effort Certification Statements Fiscal Year 2025/2026, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding

10. Adopt Resolution No. 2025-15 Adopting a List of Projects for Fiscal Year 2025-26 Funded by SB 1: Road Repair and Accountability Act of 2012

11. Authorize the Interim City Manager to approve Change Order No. 1 for City Project No.111924, Westerfield Retention Basin Landscape Improvements, in the amount of $3,531.63.

12. Adopt Resolution No. 2025-10 Authorizing the Interim City Manager to Submit an Application on behalf of the City of Coachella to the Department of Parks and Recreation Office of Grants and Local Services for the Land and Water Conservation Fund (LWCF) Grant Program in the Amount Not-to-Exceed Six Million ($6,000,000) Dollars

13. Authorize the Interim City Manager to Execute Contract Amendment #2 for Engineering Services Task Order for Coachella Sanitary District Headworks Screening Improvement Project S – 29 in the Amount not to Exceed $156,535.00

14. Authorize Contract Amendment No. 2 for Engineering Services Task Order for Well #16 Rehabilitation W-54 in an Amount not to Exceed $93,748.50.

15. Authorize Interim City Manager to Approve Change Order No. 2 for the Multi-Site Energy Improvement Project Awarded to Alliance Building Solutions, Inc. for an Amount of $145,000 to Install an Additional 194 Street Light Fixtures (LED) with Smart Control Nodes; Authorize Allocation from Undesignated General Funds Revenue in the Amount of $145,000

16. Authorize the Refurbishment of Well #12 Booster #3 100 HP Pressure Pump in the Amount not to Exceed $27,786.63.

17. Authorization to File a Notice of Completion for City Project No. W-32 Mesquite Water Consolidation Project

18. Adopt Resolution No. 2025-16 Authorizing a Conditional Loan Commitment for the Sixth Street Senior Apartments Affordable Housing Project for CFD 2005-1 Special Assessment District

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

19. Approve a Sponsorship Request for Greater Palm Springs Restaurant Week to Sponsor the Participation Fees for Restaurants in the City of Coachella

20. Authorize an Appropriation in the Amount of $4,500 to Secure the Venue for the 2025 Coachella Agricultural Summit and Appoint a Councilmember to the Agricultural Summit Ad-Hoc Committee

21. Removal of a Special Assessment Lien Imposed on Property Located at 86011 Las Flores Avenue.

22. Discuss and Provide Direction to Staff on Possible Revisions to the "City of Coachella City Council Policies, Rules, and Procedures" Pertaining to the Order of Business and Public Comment on Non-Agenda Items

23. Adopt Resolution No. 2025-17 Determining the Amount of Property Tax Revenue to be Exchanged Between the County of Riverside and the City of Coachella Pursuant to LAFO 2024-16-4 for the P7/Mesquite Annexation of Approximately 375 Acres of Land Located South of Avenue 50, North of Avenue 52, East of Jackson Street and East and West of Calhoun Street Between the Cities of Indio and Coachella

24. Authorize a Construction Contract with Rove Engineering, Inc., in the Amount of $1,996,097.00 plus 10% Contingency for the Ave 52 Street Improvements from Tyler Street to the Whitewater Bridge, City Project No. ST-139

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

25. A Public Hearing to Consider the Adoption of Ordinance No. 1223 Approving the Amended and Restated La Entrada Development Agreement between the City of Coachella and KPC Development Company, LLC. (DA 23-01) (Kalifornia City). *(First Reading).*

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, The Ophelia Project is a program of the John F. Kennedy Memorial Foundation, a 501c3 non-profit charitable organization;

WHEREAS, The Ophelia Project empowers teen girls to reach their full potential with the support of dedicated mentors and community partners;

WHEREAS, on March 18, 2025, Brenda was recognized at a luncheon hosted at The Westin Rancho Mirage; and

WHEREAS, once Brenda graduates, she will attend Cal State Fullerton to study Business Administration and become the first in her family to graduate with a degree; and

WHEREAS, Brenda is also involved in other extracurricular activities like cheer and swim apart from the Ophelia Project; and

WHEREAS, Brenda is grateful for the mentors and being able to connect with other girls and also for being able to apply to such an amazing scholarship opportunity; and

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

Brenda Alvarez-Molina

and urge all citizens of the City of Coachella in joining me to commemorate their commitment to serving the community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 23rd day of April 2025.

Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, The Ophelia Project is a program of the John F. Kennedy Memorial Foundation, a 501c3 non-profit charitable organization;

WHEREAS, The Ophelia Project empowers teen girls to reach their full potential with the support of dedicated mentors and community partners;

WHEREAS, on March 18, 2025, Lesli was recognized at a luncheon hosted at The Westin Rancho Mirage; and

WHEREAS, Lesli's plan for the future is to join the military, she wants to join the United States Marines Corps; and

WHEREAS, besides being part of Ophelia, Lesli has been part of the CVHS Choir for the past 4 years; and

WHEREAS, Lesli is appreciative of the opportunity and the scholarship that The Ophelia Project offers. She is really grateful for being part of Ophelia and the mentors; and

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

Lesli Barraza Diaz

and urge all citizens of the City of Coachella in joining me to commemorate their commitment to serving the community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 23rd day of April 2025.

Steven A. Hernandez, Mayor
City of Coachella, California

City Hall Council Chamber
1515 Sixth Street, Coachella, California
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MINUTES

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

April 11, 2025
4:00 PM – CLOSED SESSION

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

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CALL TO ORDER: - 4:00 P.M.

Mayor Hernandez called the City Council Special Meeting of the City of Coachella to order at 4:00 p.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Dr. Figueroa, Mayor Pro Tem Delgado, and Mayor Hernandez

Absent: Councilmember Virgen

City Treasurer and City Clerk

APPROVAL OF AGENDA:

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

Motion: To approve the Agenda

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-0:

AYES: Councilmember Perez, Councilmember Dr. Figueroa, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Virgen

PLEDGE OF ALLEGIANCE:

The City Attorney led the Pledge of Allegiance.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1)) Title: City Manager

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1)) Title: Interim City Manager

RECONVENE SPECIAL MEETING:

The City Council reconvened into open session at 4:35 p.m.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 4:36 p.m.

_____

Delia Granados
Deputy City Clerk

City of Coachella Building Activity Report
JANUARY 2025

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	45	8	6	45	6
Misc. Building Permits	39	19	40	39	40
Residential Additions/Ga	13	13	7	13	7
Single Family Dwellings	0	8	0	0	0
Commercial Bldgs.	0	0	0	0	0
Commercial Ten. Improv	1	0	2	1	2
Multi- Family Units	0	0	0	0	0
Plan Check	0	0	0	0	0
TOTALS	98	48	55	98	55
Revenue Fees					
Building Fees	$27,641.50	$30,111.00	$15,198.00	$27,641.50	$15,198.00
Dev. Impact Fees	$0.00	$107,747.46	$0.00	$0.00	$0.00
Sewer &Water Fees	$2,069.40	$90,424.16	$0.00	$2,069.40	$0.00
Misc. (TUMF, MSF, FIRE)	$0.00	$21,920.00	$0.00	$0.00	$0.00
Plan Check	$19,129.25	$10,002.00	$9,901.50	$19,129.25	$9,901.50
Cert of Occupancy	$0.00	$2,048.00	$0.00	$0.00	$0.00
SB1473	$177.20	$155.40	$70.00	$177.20	$70.00
TOTALS	$49,017.35	$262,408.02	$25,169.50	$49,017.35	$25,169.50
1% Construction Tax	$0.00	$24,358.10	$0.00	$0.00	$0.00
Strong Motion Instr.	$533.99	$429.58	$134.10	$533.99	$134.10
TOTALS	$533.99	$24,787.68	$134.10	$533.99	$134.10
Valuations	$2,960,920.00	$3,309,311.00	$989,277.00	$2,960,920.00	$989,277.00
Inspections					
General	261	242	355	261	355
Final Single Family	0	1	29	0	29
Final Multi Family	0	0	0	0	0
Final Commercial	0	0	3	0	3
Final Miscellaneous	23	17	36	23	36
Final Solar	58	29	30	58	30
Code Enforcement Insp.	0	0	1	0	1
TOTALS	342	290	454	342	99

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9637

Submitted by:

Rosa Vasquez
Development Services Technician

City of Coachella Building Activity Report
FEBRUARY 2025

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	13	45	25	58	31
Misc. Building Permits	44	39	52	83	92
Residential Additions/Ga	7	13	2	20	9
Single Family Dwellings	1	0	4	1	4
Commercial Bldgs.	0	0	0	0	0
Commercial Ten. Improv	0	1	1	1	3
Multi- Family Units	0	0	0	0	0
Plan Check	0	0	0	0	0
TOTALS	65	98	84	163	139
Revenue Fees					
Building Fees	$20,473.00	$27,641.50	$31,128.00	$48,114.50	$46,326.00
Dev. Impact Fees	$16,410.37	$0.00	$65,823.74	$16,410.37	$65,823.74
Sewer &Water Fees	$11,303.02	$2,069.40	$34,688.72	$13,372.42	$34,688.72
Misc. (TUMF, MSF, FIRE)	$36,847.93	$0.00	$10,960.00	$36,847.93	$10,960.00
Plan Check	$14,359.00	$19,129.25	$13,257.00	$33,847.93	$23,158.50
Cert of Occupancy	$256.00	$0.00	$1,024.00	$256.00	$1,024.00
SB1473	$134.20	$177.20	$184.00	$311.40	$254.00
TOTALS	$99,783.52	$49,017.35	$157,065.46	$148,800.87	$182,234.96
1% Construction Tax	$3,500.00	$0.00	$14,729.00	$3,500.00	$14,729.00
Strong Motion Instr.	$506.73	$533.99	$496.01	$1,040.72	$630.11
TOTALS	$4,006.73	$533.99	$15,225.01	$4,540.72	$15,359.11
Valuations	$2,650,969.00	$2,960,920.00	$3,382,629.00	$5,611,889.00	$4,371,906.00
Inspections					
General	299	242	326	560	681
Final Single Family	0	1	15	0	44
Final Multi Family	0	0	1	0	1
Final Commercial	0	0	1	0	4
Final Miscellaneous	20	17	41	43	77
Final Solar	12	29	21	70	51
Code Enforcement Insp.	0	0	0	0	1
TOTALS	331	290	405	673	859

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9638

Submitted by:

Rosa Vasquez
Development Services Technician

City of Coachella Building Activity Report
MARCH 2025

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	36	13	6	97	37
Misc. Building Permits	34	44	56	117	148
Residential Additions/Ga	13	7	7	33	16
Single Family Dwellings	0	1	0	1	4
Commercial Bldgs.	0	0	0	0	0
Commercial Ten. Improv	1	0	0	2	3
Multi- Family Units	0	0	0	0	0
Plan Check	0	0	0	0	0
TOTALS	84	65	69	247	208
Revenue Fees					
Building Fees	$19,260.50	$20,473.00	$14,530.50	$67,375.00	$60,856.50
Dev. Impact Fees	$0.00	$16,410.37	$0.00	$16,410.37	$65,823.74
Sewer &Water Fees	$0.00	$11,303.02	$0.00	$13,372.42	$34,688.72
Misc. (TUMF, MSF, FIRE)	$0.00	$36,847.93	$0.00	$36,847.93	$10,960.00
Plan Check	$15,007.50	$14,359.00	$8,212.00	$48,855.43	$31,370.50
Cert of Occupancy	$0.00	$256.00	$0.00	$256.00	$1,024.00
SB1473	$98.00	$134.20	$76.00	$409.40	$330.00
TOTALS	$34,366.00	$99,783.52	$22,818.50	$183,166.87	$205,053.46
1% Construction Tax	$0.00	$3,500.00	$0.00	$3,500.00	$14,729.00
Strong Motion Instr.	$198.16	$506.73	$105.94	$1,238.88	$736.05
TOTALS	$198.16	$4,006.73	$105.94	$4,738.88	$15,465.05
Valuations	$2,132,899.00	$2,650,969.00	$885,900.00	$7,744,788.00	$5,257,806.00
Inspections					
General	331	299	331	891	1012
Final Single Family	4	0	7	4	51
Final Multi Family	0	0	0	0	1
Final Commercial	3	0	3	3	7
Final Miscellaneous	51	20	50	94	127
Final Solar	15	12	22	85	73
Code Enforcement Insp.	4	0	1	4	2
TOTALS	408	331	414	1081	1273

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9638

Submitted by:

Rosa Vasquez
Development Services Technician

ENGINEERING:

JANUARY 2025 – MARCH 2025

Capital Improvement Projects

Design Phase:

ST-69 Ave 50 Bridge over Whitewater Channel / ST-81 New Interchange @ Avenue 50 and 86 South Expressway

Environmental document was approved and finalized in February 2019. Project meeting with Caltrans to review technical studies on the project continues. Final plans and estimates have been submitted and are currently under review. Right-of-way acquisition is currently in progress and almost complete. Caltrans has appropriated the funds for construction and Staff is coordinating with Caltrans to break ground in Fall 2025. City Staff continues to seek additional funding for the ST-81 New Interchange at Avenue 50 and 86 South Expressway.



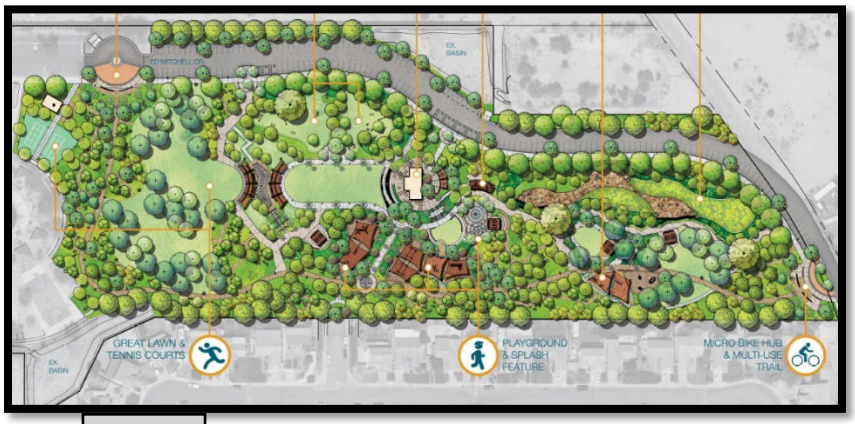
P-29 Avenue 53 Tot Lot

Project will add a safety fence around park perimeter, new playground equipment, updated landscaping and ADA upgrades. Plans are complete and currently under review. The Project is scheduled to go out to Bid Fall 2025.



P-31 Rancho Las Flores Expansion

Design is currently underway. Survey has been done and conceptual plans have been presented. Project will complete Rancho Las Flores Park and include an amphitheater, splash pad, sports courts, dog park and flexible open space for fields, walking, exercising and gatherings. Expansion will also include complete landscaping and lighting. Design is currently 90% complete.



F-33 Library Annex:

The project will renovate and upgrade the existing 7,700 SF Coachella Library Annex. A design contract was awarded to IDS Group on May 24, 2023 to provide plans, specifications and engineer's estimates. The project is currently in design. The project will include seismic retrofit, upgraded HVAC and electrical systems, and a restructured layout to provide better services to the public.



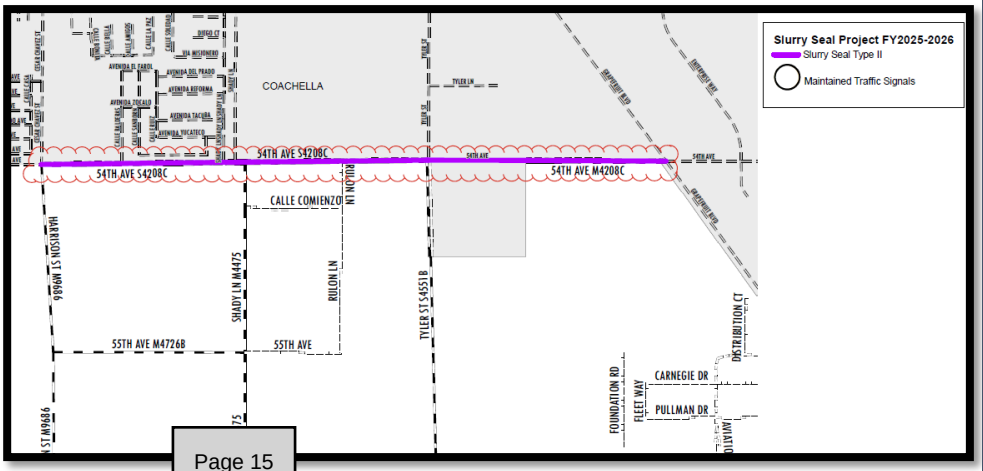
F-39 Community Resilience Center (CRC)

The Coachella Resilience Center will rehabilitate the City owned facility on Peter Rabbit Lane to provide emergency services and resources to the community. Presentation regarding project update was given at the April 9 Council Meeting. Staff is finalizing grant agreement and preparing Design/Build RFP to be posted once the agreement has been finalized.



ST-128 FY24/25 Pavement Project

There are currently two paving projects in the design phase. Avenue 52 pavement rehab is a City lead project that will rehab Avenue 52 from Tyler Street to the bridge. Plans are complete and staff is finalizing bid package. The second project is a County lead project that will slurry seal Avenue 54 as a joint project with the County. A service agreement for this project was approved by Council on February 26. Staff continues to coordinate with the County to execute agreement.



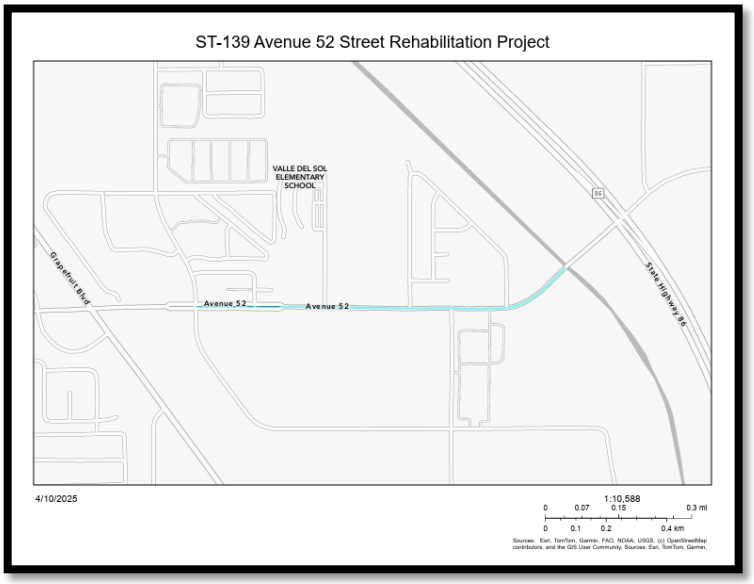
ST-138 Connecting Coachella (ATP)

The Connect Coachella project will add bicycle facilities along Grapefruit Blvd from Avenue 48 to Avenue 54 and along Avenue 54 from the CV Link to Van Buren Street within City limits. ATP funds were awarded for the design of the project and are anticipated to be in effect in June 2025 to begin work.



ST-139 Avenue 52 Street Rehabilitation Project

This project will provide street rehabilitation on Avenue 52 from Tyler Street to the Whitewater Bridge. Staff posted an RFP on March 6 and opened bids on April 8. Staff is currently reviewing bids and will award to the lowest, responsive, responsible bidder at the next Council Meeting.



ST-140 Arts and Music Line

The Arts and Music Line project is lead by CVAG and is a joint project that will span La Quinta, Indio and Coachella to add a multi-modal path along Avenue 48. A temporary construction easement was approved for the connector at Rancho Las Flores Park. Staff continues to coordinate with CVAG.



ST-147 HSIP Cycle 12

The City was awarded $3,041,058 from the Highway Safety Improvements Program (HSIP) Cycle 12 for three projects aimed to increase the safety of pedestrians and bicyclists. City staff is working with Caltrans to authorize funds and begin design phase. The HSIP projects will include raised crosswalks, buffered bike lanes, pedestrian signal improvements and high-intensity activated crosswalks (HAWK).

9th Street Park

Staff has been coordinating with Chelsea Investment Corp to develop a park on 9th Street and Shady Lane. The final concept will be presented to Council on February 26. City will review plans and continue to work closely with Chelsea to construct the park. It will include open grass areas, landscaping, spaces for artwork and lighting.



CV Link Connector

Staff has been coordinating with CVAG for a CV Link connector located on the northwest corner of the Avenue 52 and Sunset Drive intersection. The concept was presented to Planning commission on February 5. The project is currently out to bid and is scheduled to be completed by June 2025. City staff attended the pre-bid meeting held by CVAG on March 11. Bids were opened on March 24 and CVAG is coordinating review and grant requirements to begin construction.



Construction Phase:

ST-93 Avenue 50 Widening Project (Calhoun to Harrison)

Professional agreement with KOA Corporation has been approved by City Council on 10/9/2019 for Final Construction PS&E of the Avenue 50 Widening Project. City Staff coordinating with KOA to separate the project into two phases. Phase 1 of the project will include improvements on Avenue 50 from Calhoun Street to Pavon Palma and phase 2 is from Avenida De Oro to Cesar Chavez Street. City Council awarded a construction contract to Urban Habitat on September 11, 2024 for the construction of phase 1. Phase 1 is currently under construction and City staff continues to inspect. Phase 2 design and right-of-way is currently 90% complete.





S-18 Tyler Street Sewer Improvements

This project will increase capacity on Tyler Street from the old Avenue 53 to Avenue 54. A construction contract has been awarded to Van Dyke corporation. Construction began on February 24. Traffic control has been set up and potholing has begun. Staff continues to review submittals and inspect.





Private Development Projects

Bellissima Pulte Homes:

Final phase is currently under construction. On-site curb and gutter and street base improvements have been completed. Off-site street improvements on Frederick, Avenue 53 and Calle Empalme continue to be constructed. City Staff continues to inspect final homes.





Covalda Apartments:

Covalda apartments will build 108 affordable housing units in Pueblo Viejo and will include commercial units as well. Construction has started and will take approximately 18 months. Contractor has started grading and compacting area. Contractor has installed underground storm water chambers. Contractor continues to work on water mainline upgrades. City Staff continues to inspect.



Pyramid Ranch:

The Pyramid Ranch housing development will build 192 houses on Van Buren Street between Avenue 50 and Avenue 51. The model homes and phase 1 are complete and phase 2 is under construction. City Staff continues to inspect.





Utilities Department
Memorandum

TO: Honorable Mayor and Council

FROM: Cástulo R. Estrada, Utilities Director

DATE: April 16, 2025

SUBJECT: Quarterly Activity Report (January 2025 to March 2025)

Coachella Water Authority:
The Utilities Department Water Authority Division provides water pumping, treatment, and distribution services to more than 9,100 service connections citywide that include residential, commercial, and industrial users. The City has three (3) Storage Reservoirs of more than 10 million gallons of capacity with six (6) operating wells that provides more than 8,000 acre-feet of annual water production. This division is responsible for a variety of tasks including meter reading, repairs, pumping, production, treatment, main and distribution repairs, water quality complaints, service connections/disconnections, and capital improvements along with other assigned duties.

Coachella Water Authority Production and Distribution Highlights	
Description	***Value***
Total -Water Production (Jan to Feb) (MG)	489.50
Chlorine Consumption (Gallons)	2190
Monthly Samples Collected (Distribution System)	156
Quarterly Wells sampled	5
Valves Repaired/Replaced	1
Underground Service Alerts	38
Standby Service Calls	26
Water Service Leaks	30
Main Leaks	0
Non Responsive Meters Cycle One	431
Non Responsive Meters Cycle Two	637
Meter Replacements	45
Hydrant Replacements	1
Delinquency Turn Offs	44
Well Depths Monitored – 03/2025	
Well No. 10 Depth (feet,) SWL	31.2’
Well No. 11 Depth (feet,) SWL	71’
Well No. 12 Depth (feet,) SWL	69’
Well No. 16 Depth (feet,) SWL	40.1’
Well No. 17 Depth (feet,) PWL	116.6’
Well No. 18 Depth (feet,) SWL	73’
Well No. 19 Depth (feet,) PWL	117.8’
Annual Production	
2025 Total Current Production JAN 2025 to DEC 2025	489.5
2024 Annual (MG)	2340.7

Coachella Sanitary District:
The Utilities Department, Sanitary Division, provides for all the collection, treatment, and disposal of residential, commercial, and industrial wastewater for the more than 8,600 service connections within the City and more than 400,000 lineal feet of sewer collection system (100 miles) 4-inches to 54-inches, two (2) sewage pump stations, and over 1,700 manholes.

The Avenue 54 Wastewater Treatment Plant has a flow capacity of 4.5 million gallons per day. Consists of a raw wastewater lift station and headworks facility, which includes screenings and grit removal equipment, two separate secondary treatment process trains including contact stabilization tanks and oxidation ditches and disinfection facilities. Secondary effluent from the plant, following disinfection with sodium hypochlorite and dechlorination with sodium bisulfite is discharged through an outfall into the Coachella Valley Stormwater Channel.

For the **3rd Quarter of January, February & March 2025**. A total of 278.25 MG of wastewater was received at the Wastewater Plant. With an average daily flow of 3.090 MGD. The plant treated a total of 251.104 MG. A total of 215 samples were collected at the plant for monitoring.

Water Reclamation Facility – 87075 Avenue 54th	
Description	*Value*
Total Influent per Month (MG)	92.75
Influent Average Daily Flow (MGD)	3.090
Total Effluent per month (MG)	83.70
Effluent Average Daily Flow (MGD)	2.789
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	0
Permit Violations	0
Hypochlorite Consumption (Gallon)	14,23
Sodium Bisulfite Consumption (Gallon)	4,700
Odor Complaints	0
Samples Collected This Quarter (Plant)	215
Stand-By Calls	16
State & EPA Reports Completed/Submitted	Yes
Collection System & Pump Stations Highlights	
Description	*Value*
Underground Service Alert	682
Collection System Cleaning (feet)	74,001
Manhole Inspection/Cleaning	88
Collection System Spills	0
Collection System Blockages	0
Collection System CCTV Inspection (feet)	316
Samples Collected (Field)	0
Pump Station Alarms	2
Wet Well Cleaning	1
Wet Well/Lift Station Inspections	51
Odor complaints	0
State CIWQS Reports Submitted	Yes

Environmental Division:

The Environmental/Regulatory Division of the Utilities Department is responsible for areas relating directly to water, wastewater, storm water, and air quality protection. Initial focus is aimed at the National Pollutant Discharge Elimination System (NPDES), Industrial Wastewater Pretreatment Program (Source Control), and Fats, Oils & Grease (FOG) Program. These programs provide auditing, permitting, monitoring, and enforcement of our local City Ordinance. The following report details activities for the previous quarter:

- Attended weekly and/or monthly meetings with Desert Task Force (DTF), Coachella Valley Salt & Nutrient Management Plan (CV-SNMP), Sustainable Groundwater Management Act (SGMA), Coachella Valley Regional Water Management Group (CVRWMG), and Riverside County Flood Control (RCFC)
- Reviewed and approved Industrial Wastewater Discharge Permits
- Performed industrial facilities and food service establishment inspections
- Issued enforcement violations
- Assist Development Services in reviewing plans pertaining to the Environmental Division
- Ensured Hazardous Waste is stored properly and scheduled for disposal
- Monitored stormwater outfalls discharging to the Coachella Valley Storm Channel (CVSC)
- Enforce cannabis agricultural wastewater discharge requirements

Engineering:

Well 20

- Final preparations are underway for the Specification Book. The team is ensuring all technical requirements are thoroughly captured and accurate.
- Final stages of Spec Book preparation completed.
- Spec Book was posted for advertisement on April 4.

Well 16

- Coordination with our consultant is ongoing to schedule and complete a pump test and collect necessary water samples. This is essential to verify operational performance and compliance.
- Coordinated setup for the pump test, including scheduling and verifying discharge location.
- Sent a list of sampling constituents to the consultant.
- Submersible test pump was installed on April 3, and the step test was conducted on April 7.
- Discussions with Dudek are ongoing to determine next steps.

Mesquite Project

- This project is in the closeout phase. A final inspection walk-through has been scheduled to complete the remaining tasks.
- Submitted Financial Budget Adjustment (FBA) to State Board; awaiting review response (expected August/September).

Tyler Street Sewer Project

- Construction officially began on February 24, 2025. Progress will continue to be tracked and reported in the next update.

Cross-Connection Control Policy

- Staff participated in a regional meeting with multiple valley agencies to review approaches to implementing the Cross-Connection Control Policy. All public water systems must submit their Cross-Connection Control Plan to the local district by July 1, 2025.

Submittals and Plan Checks

- Submittals have been reviewed and plan-checked as part of ongoing project workflows.

S-15 & W-35 Septic to Sewer Project and Shady Lane Water Consolidation

- The project received approval from the State Water Board to move forward with advertising. A pre-bid meeting was successfully conducted, providing prospective bidders with critical project information and clarifications.
- Received approval from the State Water Board to proceed with advertising.
- Two bids were received and opened on April 2nd.
- Reviewed the Consolidation Agreement with the city's legal team and consultant.
- Currently finalizing the consolidation agreement with Caritas.
- Preparing the Q1 progress report for submission to the State Board.
- Coordinating responses to RFIs from the pre-bid meeting.
- Provided bidders with project estimates.

Avenue 50 – Waterline Potholing Project

- Obtained a temporary encroachment permit from CVWD.
- Coordinated a pre-construction meeting with CVWD, MSA, and C-Below on April 4.
- C-Below began potholing on April 7–8. Some lines were not located at certain pothole locations; MSA is reviewing the findings to determine next steps.

Avenue 51 – Proposed Infrastructure

- Prepared and revised an exhibit and cost estimate spreadsheet for proposed water and sewer infrastructure.

S-18 Tyler Sewer Improvement

- Construction began on February 24.
- Amendment issued for the surveying contract.
- Coordinated RFI responses with the project engineer.

Coordination

- Coordinated with the State Board on several matters:
    - Funding opportunities and chromium treatment impacts.
    - Emergency notification plan completed as requested.
    - Ongoing responses to document and form requests.
- Reviewed and updated general water and sewer notes with TKE Engineering; shared standards with plan checker.

COMMUNITY OUTREACH

January, February and March brought a variety of community gatherings, the celebration of milestones and educational opportunities resident highlights to the community. Below is a breakdown of outreach efforts and strategies implemented to promote each one.

SENIOR OF THE YEAR BILLBOARD

Displayed on the billboard located on Grapefruit Boulevard from January to mid February. This was a recognition that Magdalena was proud to receive.





FREE BUSINESS MANAGEMENT COURSES

City staff partnered with UCR to promote free business management classes for residents, business owners and employees of businesses in Coachella. Our efforts resulted in maximum capacity for all programs and approval of an additional (virtual) cohort for the Micro MBA program in order to meet demand.



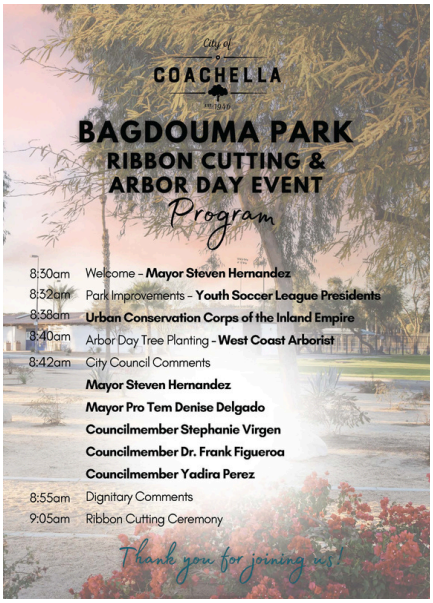


Strategies implemented:

- Coachella.org
- Digital Display Boards
- Organic posting on Facebook, Instagram, Next Door & LinkedIn
- Organic social media posts were published in advance of each Info Session to build anticipation

ARBOR DAY CELEBRATION & BAGDOUMA PARK RIBBON CUTTING

The Public Information Department was tasked with developing an Arbor Day t-shirt graphic the day of the event. A catchy slogan was developed in conjunction with the graphic, and was repurposed within all of the promotional material used ahead of the event - invitation, program, and social media graphics.





Strategies implemented:

- Adapted the City's logo to replace the agave with a tree to commemorate Arbor Day
- Communication had to pivot three weeks prior to the event to combine both Arbor Day and a ribbon cutting event for the new restrooms and newly installed lighting at Bagdouma Park.
- Giveaways included t-shirts, shovels, water bottles, rally towels and miniature soccer balls
- Added the combined event to the calendar on Coachella.org
- Radio ads aired on La Poderosa & La Suavecita
- Organic social media posts were published three weeks ahead of the event to build anticipation
- Boosted social media posts to increase visibility and drive attendance



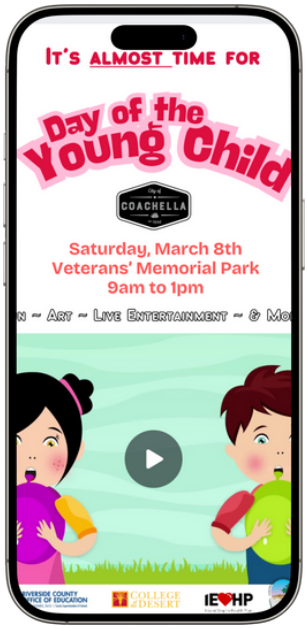
DAY OF THE YOUNG CHILD & HOCKNEY + YOU EXHIBIT

This year's Day of the Young Child offered an immersive art experience for children with the addition of the Hockney + YOU art exhibit at Veterans' Memorial Park. This exhibit was made possible through a partnership between the City, Palm Springs Life Magazine, and Palm Springs Art Museum. Part of the sponsorship package included extensive advertising and media outreach regarding the Hockney + YOU exhibit by Palm Springs Life which we feel helped bolster interest and attendance.

Print ad



Digital ad



Campaign Results

- Flight dates: 2/23 - 3/8
- Video plays: 371,790
- 11% of viewers watched for 3 or more seconds
- 6.5% of viewers watched the entire video



Strategies implemented:

- A full page print ad published in Palm Springs Life's Hockney + YOU program book which promoted art in Coachella
- Radio ads aired on La Poderosa & La Suavecita (investment $3,000)
- A digital ad ran on YouTube from February 23rd to March 8th (investment $1,000)

SUAVECITO SUNDAY

Suavecito Sunday continued with a one day format, which was promoted in conjunction with the Mariachi Festival on a billboard, digitally and in radio advertisements.



MARIACHI FESTIVAL



Strategies implemented:

- Both events were added to the calendar on Coachella.org
- We ran a half page ad in El Informador the Thursday prior to each event date
- Organic social media posts were published in advance of both events to build anticipation.
- Paid digital ads ran on YouTube which generated 24.9k impressions, and a view rate of 76.38% (above industry benchmark)
- Radio ads ran on La Suavecita, La Poderosa and Jammin 99.5 (English station) to stimulate attendance. Spots tapered only to Mariachi for one week once Suavecito Sunday passed.

Mariachi Festival Giveaway





The crowd at this year's Mariachi Festival was the largest on record, and also the most diverse. Staff reported that many Canadians made their way to the East Valley for our event.

HEALTHY FOOD TRUCK PILOT PROGRAM

The Public Information Department spearheaded branding for Coachella's Healthy Food Truck Program, and development of a dedicated web page on Coachella.org



DINING OUT PAGE

The Public Information Department revamped the "Local Restaurants" page under the Visitors tab to a better organized, and more dynamic layout.



HOME ENHANCEMENT PROGRAM - VIDEO STORYTELLING

The Public Information Department worked directly with the Riverside County Housing and Workforce Solutions department to identify two families who would best represent the Home Enhancement Program for the City. This process spanned over several months in order to capture the before and after of both residences.

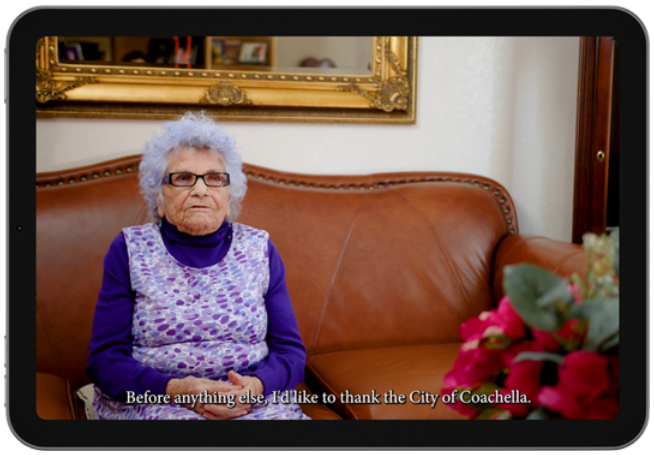
The PIO department managed the resident interviews, selection of clips for each video, translation of audio, and edit recommendations for the final videos.

The finalized videos were saved on Coachella's YouTube Channel, and shared via the City's social media pages to the community and press, which resulted in a high volume of inquiries from residents about the program and extensive media coverage.



Media Coverage

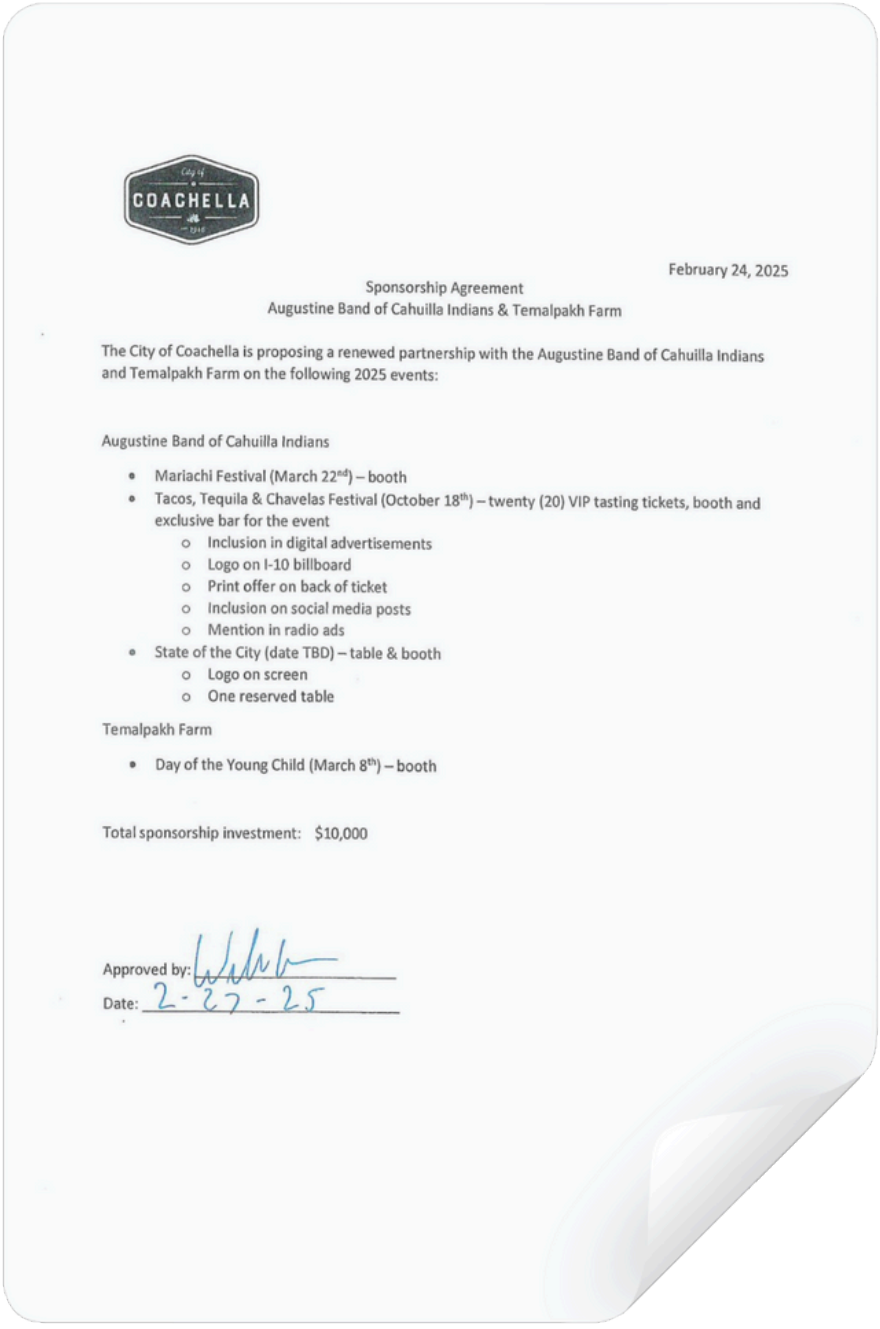
UNIVISION TELEMUNDO





AUGUSTINE BAND OF CAHUILLA INDIANS

The Public Information Officer was able to secure a $10,000 annual sponsorship with the Augustine Band of Cahuilla Indians for the second consecutive year. The Tribe is looking to increase their sponsorship for next year to become a primary collaborator for the City's Mariachi Festival.



February 24, 2025

Sponsorship Agreement
Augustine Band of Cahuilla Indians & Temalpakh Farm

The City of Coachella is proposing a renewed partnership with the Augustine Band of Cahuilla Indians and Temalpakh Farm on the following 2025 events:

Augustine Band of Cahuilla Indians

- Mariachi Festival (March 22nd) – booth
- Tacos, Tequila & Chavelas Festival (October 18th) – twenty (20) VIP tasting tickets, booth and exclusive bar for the event
  - Inclusion in digital advertisements
  - Logo on I-10 billboard
  - Print offer on back of ticket
  - Inclusion on social media posts
  - Mention in radio ads
- State of the City (date TBD) – table & booth
  - Logo on screen
  - One reserved table

Temalpakh Farm

- Day of the Young Child (March 8th) – booth

Total sponsorship investment: $10,000

Approved by: _____

Date: 2-27-25

GLOSSARY OF TERMS

- **IMPRESSIONS -** An impression is counted as the number of times an instance of an ad is on screen for the first time. (Example: If an ad is on screen and someone scrolls down, and then scrolls back up to the same ad, that counts as 1 impression).

- **CLICKS -** The number times that something is selected within the ad, by pressing a button or touching a screen.

- **REACH -** The number of unique accounts that saw your ads at least once. Reach is different from impressions, which may include multiple views of your ads by the same accounts.

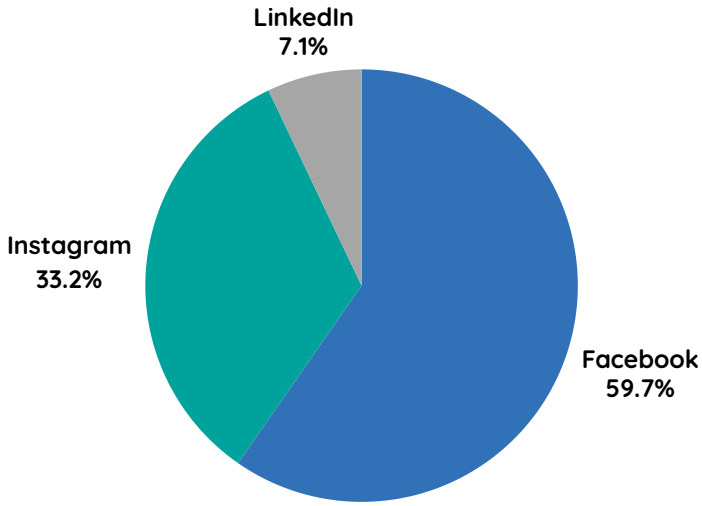
- **CLICKTHROUGH RATE (CTR) -** is calculated as the number of clicks divided by the number of impressions.

- **VIEWS (OPENS) -** measure how many people opened up your email and looked at it.

SOCIAL MEDIA UPDATE

Breakdown of Followers: Q1 (January - March 2025)

The City continues to experience a steady increase in organic social media growth across the board, all prompted through the consistent posting of relevant content for residents and other followers of our pages.



% of Growth :

Facebook: 14,347 followers - 1.79% growth

Instagram: 7,992 followers - 7% growth

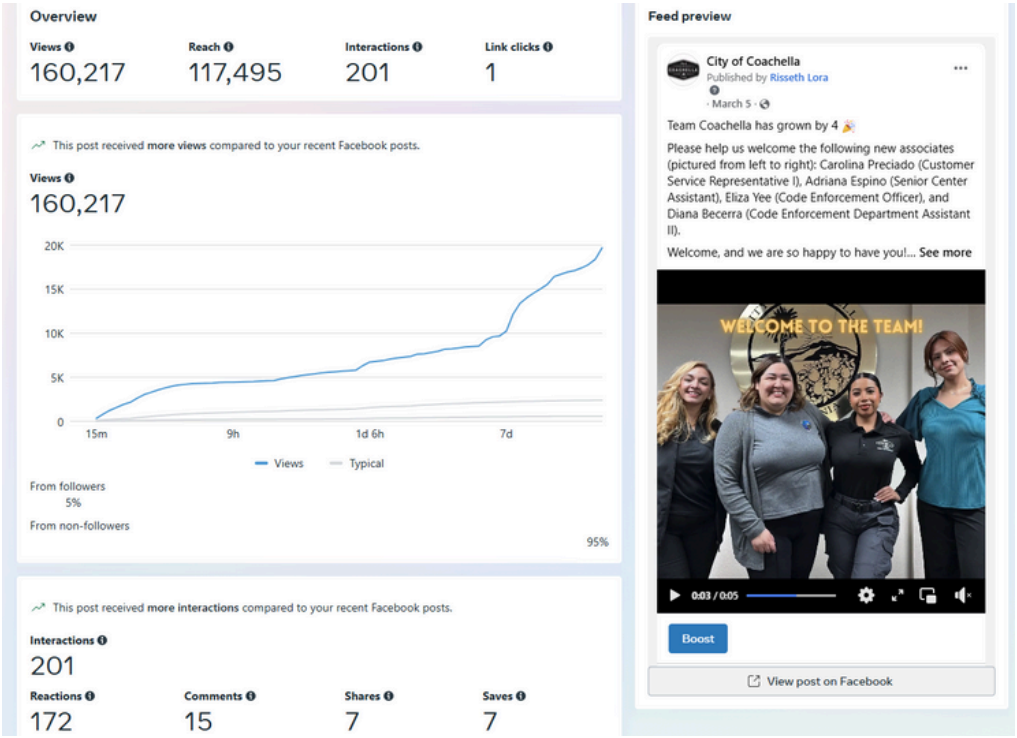
LinkedIn: 1,703 followers - 8.4% growth

FOLLOWER COMPARISON CHART - CITY BY CITY

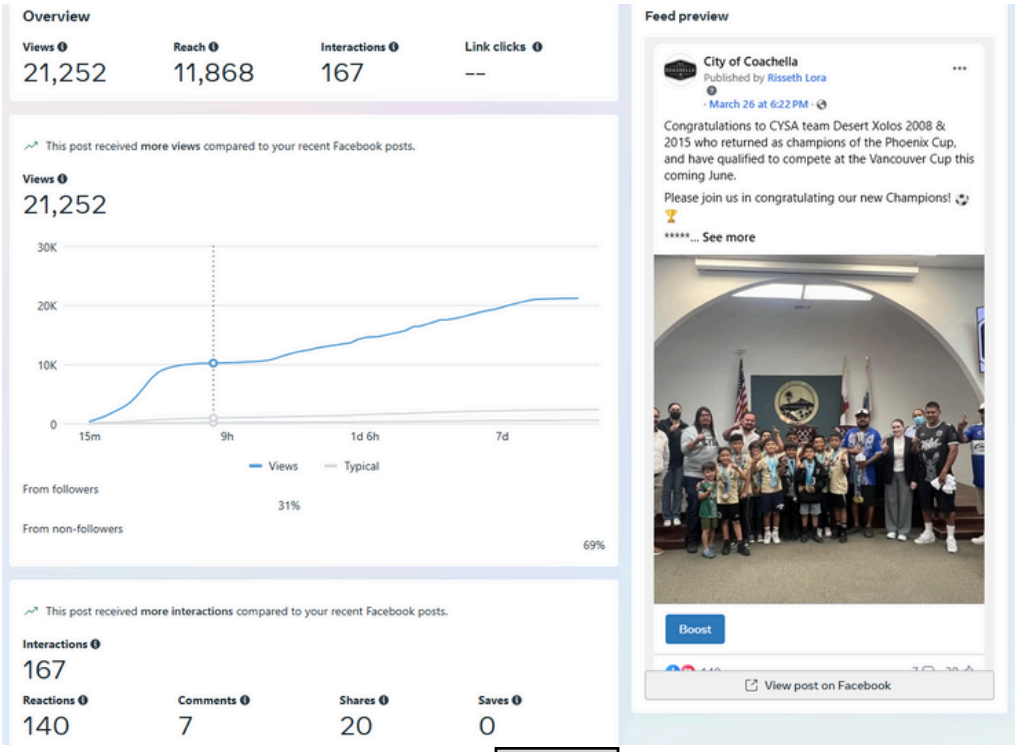
	COACHELLA	INDIO	LA QUINTA	PALM DESERT	PALM SPRINGS	INDIAN WELLS	RANCHO MIRAGE	CATHEDRAL CITY
Instagram	7,992	25.2k	13.9k	1,443	7,033	15.2k	N/A	N/A
Linkedin	1,703	2,256	1,187	1,871	2,386	454	N/A	1,344
Facebook	14,300+	30,000+	59,000+	6,400+	21,000+	2,300+	4,300+	14,000+

TOP 5 SOCIAL MEDIA POSTS

1. Team Coachella - New Staff Post

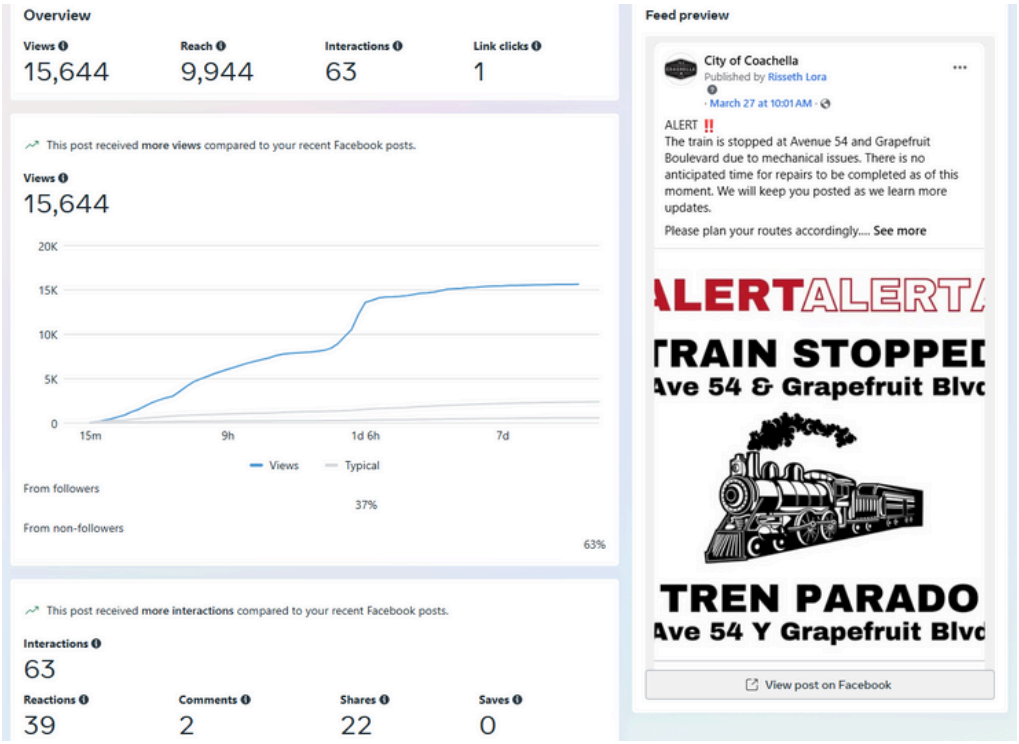


2. CYSA Team Desert Xolos - Recognition

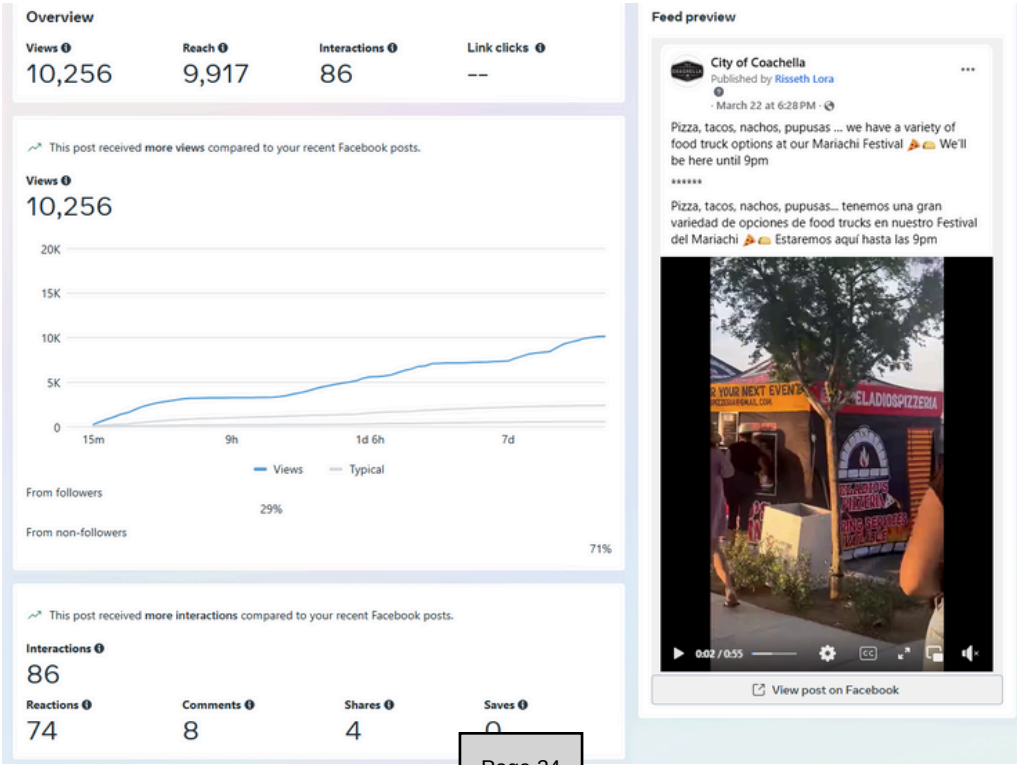


TOP 5 SOCIAL MEDIA POSTS, CONT'D

3. Train Stopped at Ave 54 & Grapefruit Blvd - Alert

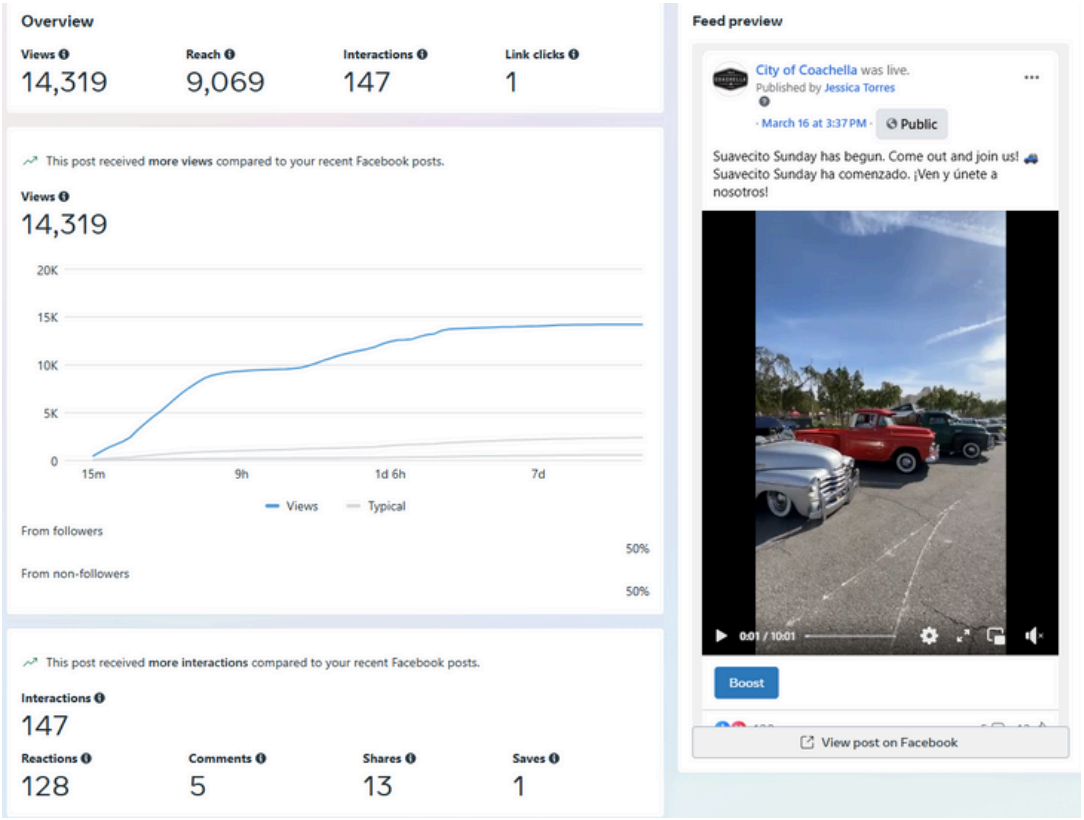


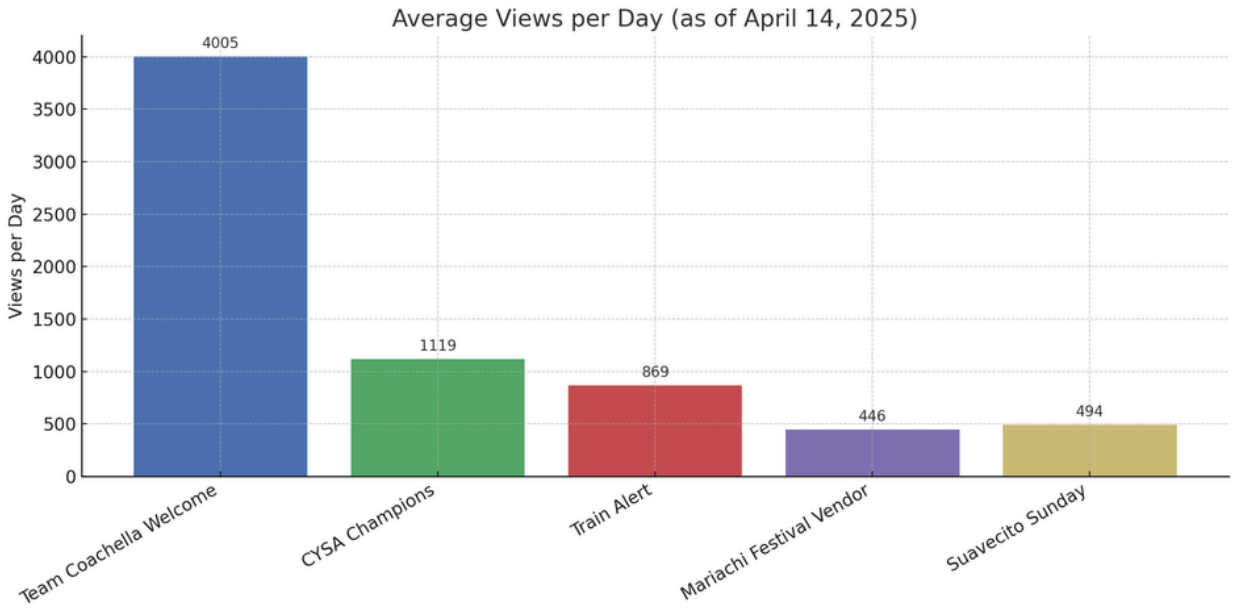
4. Food Truck Vendors at Mariachi Festival



TOP 5 SOCIAL MEDIA POSTS, CONT'D

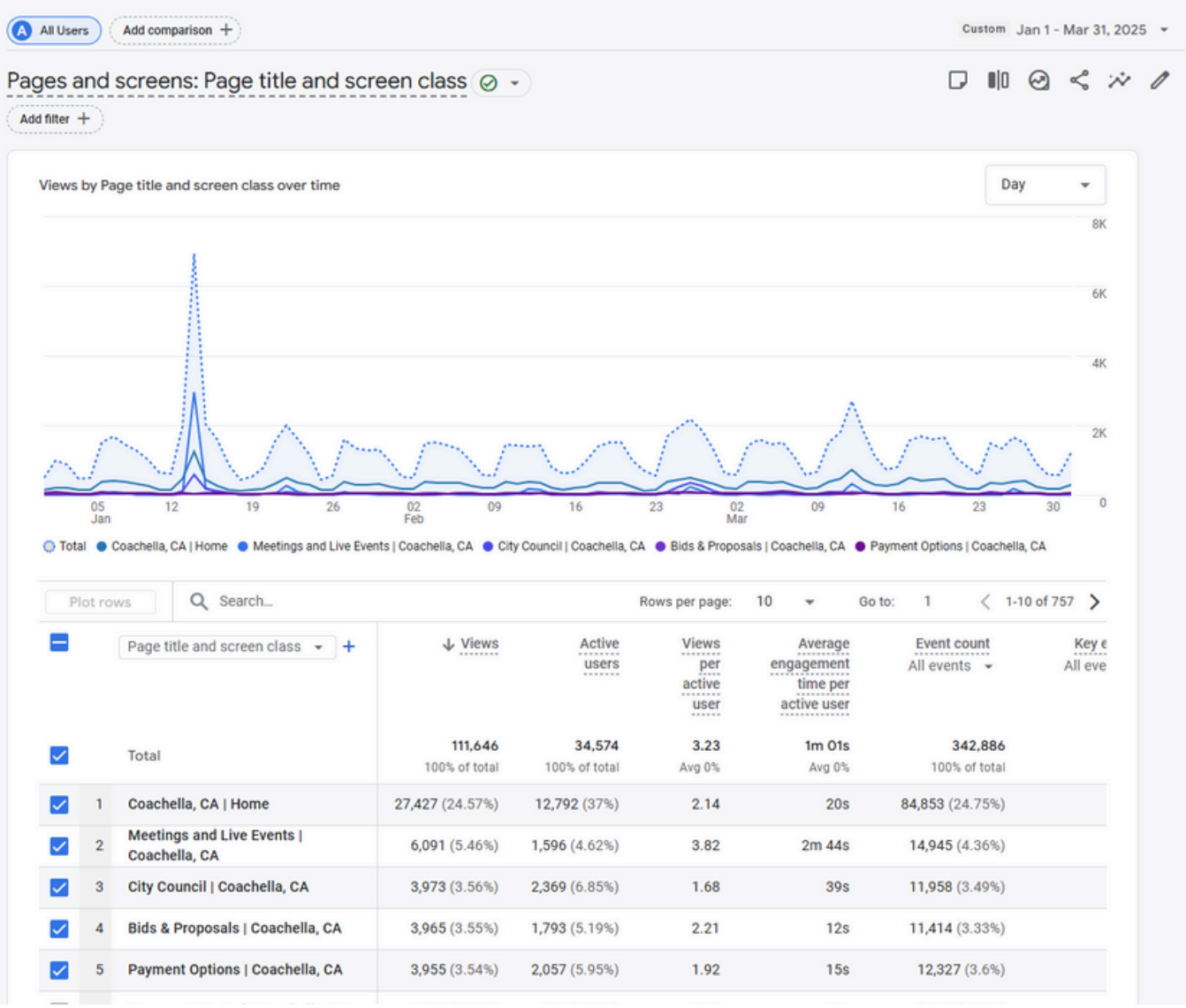
5. Suavecito Sunday has Begun





WEBSITE ANALYTICS

Top Pages Visited:

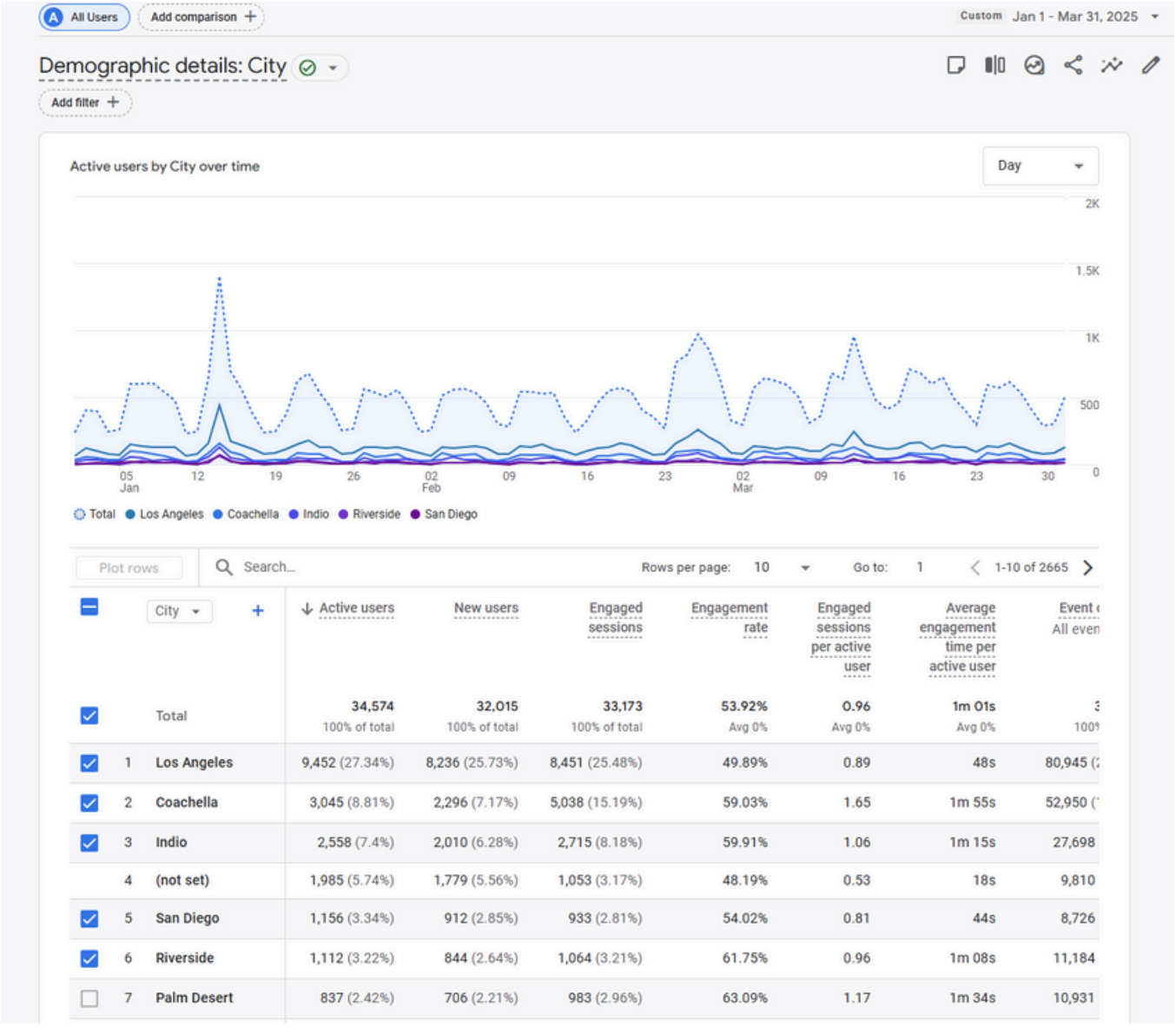


	Page title and screen class	Views	Active users	Views per active user	Average engagement time per active user	Event count All events	Key e All eve
	Total	111,646 100% of total	34,574 100% of total	3.23 Avg 0%	1m 01s Avg 0%	342,886 100% of total	
1	Coachella, CA | Home	27,427 (24.57%)	12,792 (37%)	2.14	20s	84,853 (24.75%)	
2	Meetings and Live Events | Coachella, CA	6,091 (5.46%)	1,596 (4.62%)	3.82	2m 44s	14,945 (4.36%)	
3	City Council | Coachella, CA	3,973 (3.56%)	2,369 (6.85%)	1.68	39s	11,958 (3.49%)	
4	Bids & Proposals | Coachella, CA	3,965 (3.55%)	1,793 (5.19%)	2.21	12s	11,414 (3.33%)	
5	Payment Options | Coachella, CA	3,955 (3.54%)	2,057 (5.95%)	1.92	15s	12,327 (3.6%)	

1. **Coachella, CA | Home**
2. **Meetings and Live Events | Coachella, CA**
3. **City Council | Coachella, CA**
4. **Bids & Proposals | Coachella, CA**
5. **Payment Options | Coachella, CA**

WEBSITE ANALYTICS

Demographic Details (website visitors):

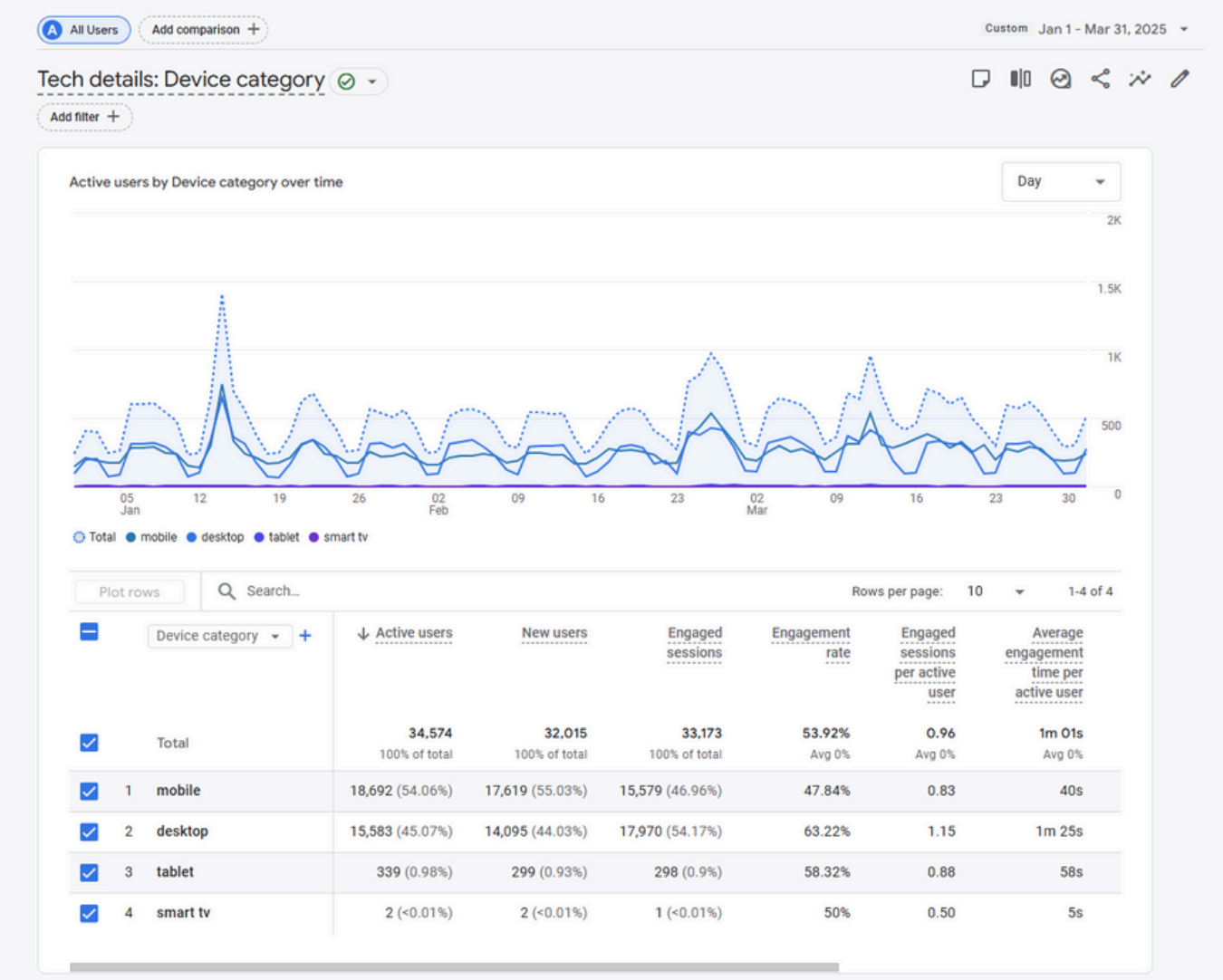


		City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event (All even
☑		Total	34,574 100% of total	32,015 100% of total	33,173 100% of total	53.92% Avg 0%	0.96 Avg 0%	1m 01s Avg 0%	3 100
☑	1	Los Angeles	9,452 (27.34%)	8,236 (25.73%)	8,451 (25.48%)	49.89%	0.89	48s	80,945 (
☑	2	Coachella	3,045 (8.81%)	2,296 (7.17%)	5,038 (15.19%)	59.03%	1.65	1m 55s	52,950 (
☑	3	Indio	2,558 (7.4%)	2,010 (6.28%)	2,715 (8.18%)	59.91%	1.06	1m 15s	27,698
	4	(not set)	1,985 (5.74%)	1,779 (5.56%)	1,053 (3.17%)	48.19%	0.53	18s	9,810
☑	5	San Diego	1,156 (3.34%)	912 (2.85%)	933 (2.81%)	54.02%	0.81	44s	8,726
☑	6	Riverside	1,112 (3.22%)	844 (2.64%)	1,064 (3.21%)	61.75%	0.96	1m 08s	11,184
☐	7	Palm Desert	837 (2.42%)	706 (2.21%)	983 (2.96%)	63.09%	1.17	1m 34s	10,931

1. **Los Angeles** - 9,452 visitors
2. **Coachella** - 3,045 visitors
3. **Indio** - 2,558 visitors
4. **San Diego** - 1,156 visitors
5. **Riverside** - 1,112 visitors

WEBSITE ANALYTICS

Devices used to view the website:



Device category	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user
Total	34,574 100% of total	32,015 100% of total	33,173 100% of total	53.92% Avg 0%	0.96 Avg 0%	1m 01s Avg 0%
1 mobile	18,692 (54.06%)	17,619 (55.03%)	15,579 (46.96%)	47.84%	0.83	40s
2 desktop	15,583 (45.07%)	14,095 (44.03%)	17,970 (54.17%)	63.22%	1.15	1m 25s
3 tablet	339 (0.98%)	299 (0.93%)	298 (0.9%)	58.32%	0.88	58s
4 smart tv	2 (<0.01%)	2 (<0.01%)	1 (<0.01%)	50%	0.50	5s

1. **Mobile/Phone - 18,692 sessions**
2. **Desktop - 15,583 sessions**
3. **Tablet - 339 sessions**
4. **Smart TV - 2 sessions**

Economic Development
QUARTERLY REPORT

APRIL 2025



CITY OF COACHELLA

DEMOGRAPHICS

Population
43,254

Total Jobs
8,847

TOT Rate
Increased from
9% to 13%

Median
Household
Income
$46,085

Housing Units
10,224

Part of a Tourism
Business
Improvement
District (TBID)

Median Home
Price
$470,000

Short-Term
Vacation Rentals
375

Annual Visitors
1.5 Million
For 2024

REVENUE

BUSINESS LICENSE, SHORT TERM VACATION RENTALS AND CANNABIS

Business License - Annual Fee	$ 25,060
Business License - Tax	$ 646,574
Delinquent taxes, interest & penalties	$ 6,329
TOT-Short Term Vacation Rentals	$ 1,049,953
Business License SB 1186 Fee	$ 5,116
Cannabis-Cultivation 3%	$ 174,815
Cannabis-Retail 6%	$ 216,798
Total Revenues to Date	$ 2,124,647



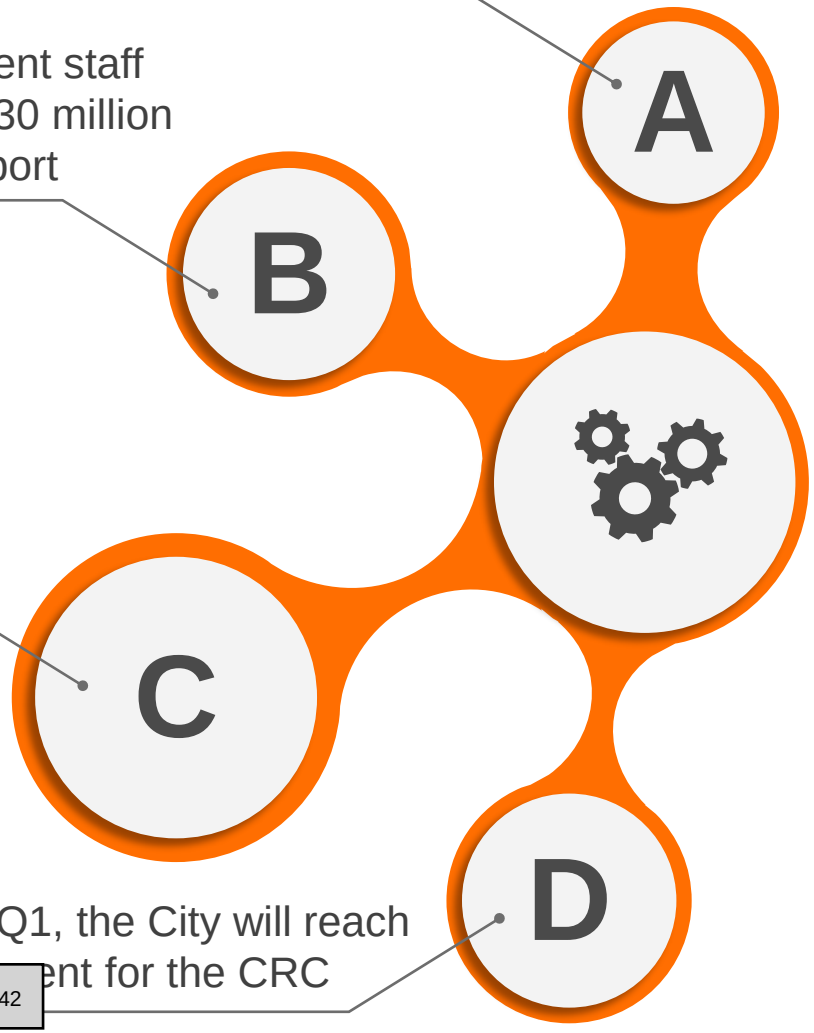
GRANTS

01 Currently managing more than $95 million in grants

02 In Q1, Economic Development staff has applied for more than $30 million dollars in grant funding support

03 In Q1, the City accomplished executing the TCC Agreement with the Strategic Growth Council

04 By the end of Q1, the City will reach a Grant Ag[illegible]ent for the CRC



5 different ‘green’ career paths are forthcoming through *Coachella Prospera*

WORKFORCE TRAINING & DEVELOPMENT

CALIFORNIA STRATEGIC GROWTH COUNCIL

COACHELLA PROSPERA









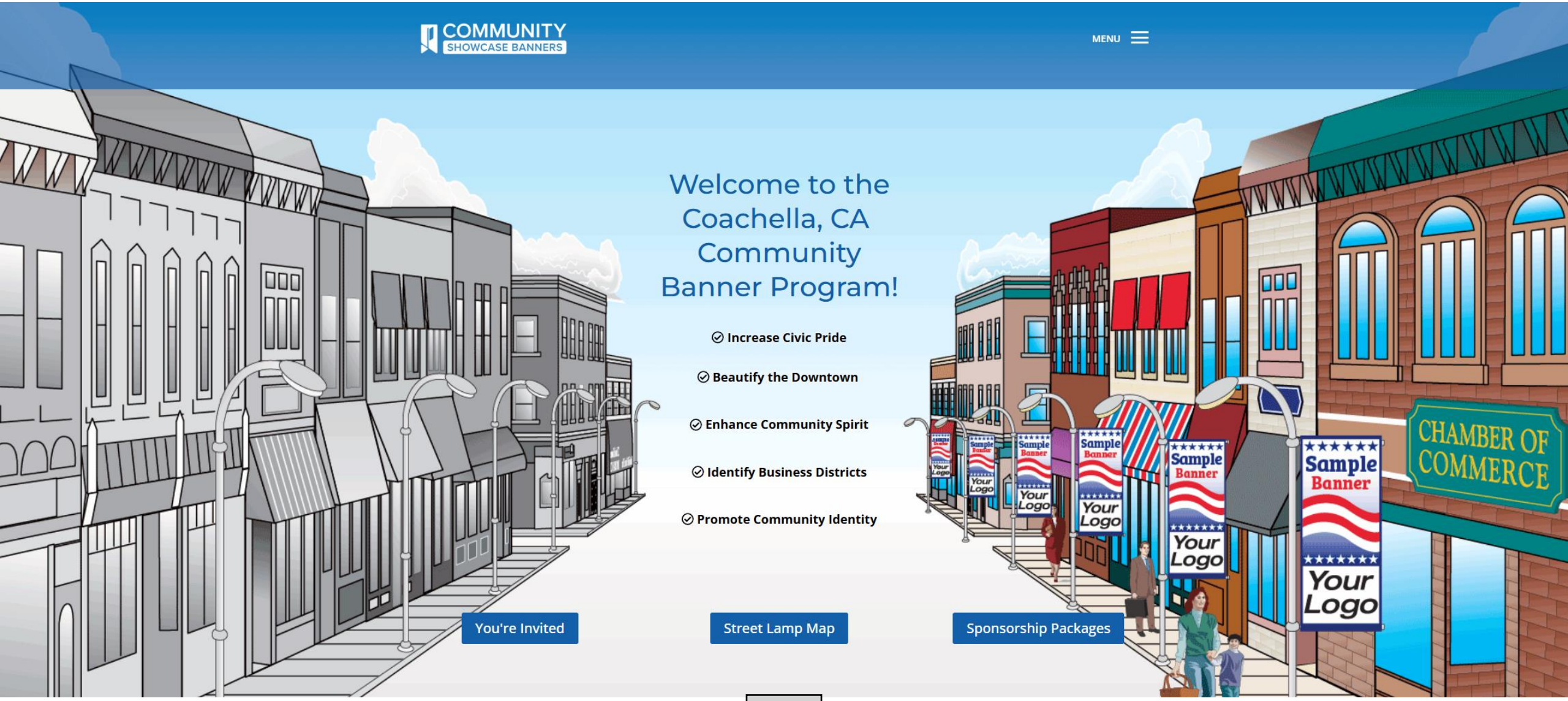
Urban Youth Conservation Corps

Electricians + HVAC Technicians

Solar Photovoltaic Installers

Zero Emission Vehicle Rideshare Drivers

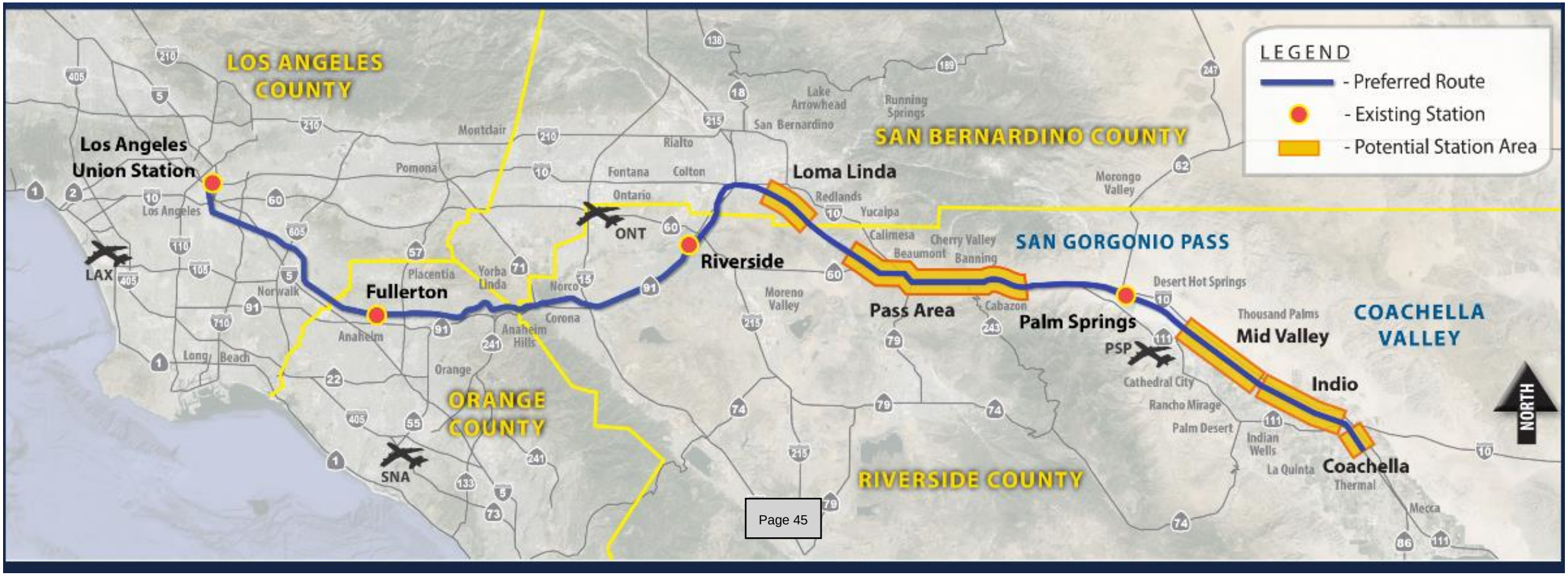
COMMUNITY SHOWCASE BANNER PROGRAM



PASSENGER RAIL

DEVELOPMENT STRATEGY FOCUS GROUP MEETING DATES:

▪ Property Owners, Developers, and Applicants	May 6 @ 1:00 PM
▪ Local Businesses, Business Owners, and Chamber of Commerce	May 7 @ 11:00 AM
▪ Community Organizations, Neighborhood Groups, + Engaged Residents	May 7 @ 5:30 PM




City of
COACHELLA
EST. 1946

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2739	3/6/2025	48066	US BANK	Sta 2/25/25	2/25/2025	ACC XXXX-XXXX-XXXX-0925,	23,893.13	23,893.13
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		23,893.13

1 checks in this report.

Grand Total All Checks: 23,893.13

Date: **March 6, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2738	4/1/2025	53858	USDA RURAL DEVELOPM	04012025	4/1/2025	APR2025- USDA AVE 54 WAS	26,488.44	26,488.44
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		26,488.44

1 checks in this report.

Grand Total All Checks: 26,488.44

Date: **April 1, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

apChkLst
04/02/2025 8:26:42AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
122227	4/2/2025	09950	CVWD	Deposit	4/1/2025	INSPECTION DEPOSIT FEE- A	2,625.00	2,625.00
						Sub total for WELLS FARGO BANK:		2,625.00

1 checks in this report.

Grand Total All Checks: 2,625.00

Date: **April 2, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
122228	4/9/2025	56247	BEAGLE, JANICE	Ref000250544	4/2/2025	UB Refund Cst #00059039	88.79	88.79
122229	4/9/2025	56243	CHAVEZ JIMENEZ, EVA	Ref000250537	4/2/2025	UB Refund Cst #00050080	31.90	31.90
122230	4/9/2025	56239	CLINE, CHARLOTTE	Ref000250532	4/2/2025	UB Refund Cst #00002734	0.01	0.01
122231	4/9/2025	55820	CONSTANTIAN, STACEY	Ref000250539	4/2/2025	UB Refund Cst #00054419	368.87	368.87
122232	4/9/2025	56245	DIARTE MORENO, ALBER	Ref000250540	4/2/2025	UB Refund Cst #00055355	5.61	5.61
122233	4/9/2025	56240	GONZALES-ALESI, TRINA	Ref000250533	4/2/2025	UB Refund Cst #00019220	15.04	15.04
122234	4/9/2025	56242	GONZALEZ, APRIL	Ref000250536	4/2/2025	UB Refund Cst #00049500	105.58	105.58
122235	4/9/2025	56244	INZUNZA, DOLORES	Ref000250538	4/2/2025	UB Refund Cst #00050814	48.35	48.35
122236	4/9/2025	56241	MENDOZA, JOSE G. CON	Ref000250535	4/2/2025	UB Refund Cst #00046455	68.95	68.95
122237	4/9/2025	56238	MONTOYA, LAURA C.	Ref000250531	4/2/2025	UB Refund Cst #00001155	64.20	64.20
122238	4/9/2025	56226	NELSON, WILLIAM	Ref000250541	4/2/2025	UB Refund Cst #00056140	30.16	30.16
122239	4/9/2025	56227	PULTE GROUP CO LLC	Ref000250542	4/2/2025	UB Refund Cst #00057821	38.86	38.86
122240	4/9/2025	56248	PULTE GROUP CO LLC	Ref000250545	4/2/2025	UB Refund Cst #00059084	6.84	6.84
122241	4/9/2025	56246	PULTE GROUP CO, LLC	Ref000250543	4/2/2025	UB Refund Cst #00058969	18.53	18.53
122242	4/9/2025	46566	SKANSKA	Ref000250534	4/2/2025	UB Refund Cst #00033136	43.77	43.77
						Sub total for WELLS FARGO BANK:		935.46

15 checks in this report.

Grand Total All Checks: 935.46

Date: **April 9, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
122243	4/10/2025	43682	DIAZ, LIZZANDRO	PD 4/13-17	4/3/2025	PE 4/13-17, CALBO ANNUAL M	333.00	333.00
						Sub total for WELLS FARGO BANK:		333.00

1 checks in this report.

Grand Total All Checks: 333.00

Date: **April 10, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2740	4/23/2025	52366	ALTA LANGUAGE SERVIC	IS776376	3/31/2025	MAR2025 SPANISH LISTENIN	174.00	174.00
2741	4/23/2025	54859	AMAZON CAPITAL SERVI	1JD7-R1PT-9RF	3/27/2025	HP 206A BLACK TONER CART	104.85	
				1TKR-DXFN-1G	4/3/2025	SUNEE CERTIFICATE HOLDE	43.26	
				1VHK-XDWR-YF	3/26/2025	RFIVER MOBILE TV CART W/	123.94	
				1W6Q-KYQC-C(	3/17/2025	SHARP TONER CARTRIDGE-I	503.39	
				1WJT-MKKR-P1	4/6/2025	SOUND TOOLS SUPERCAT X	935.25	1,710.69
2742	4/23/2025	55663	ATLASVIEW LLC	04112025-CA2	3/28/2025	2025 SBSCRPTN- ATLASVIEW	5,175.00	5,175.00
2743	4/23/2025	45929	BECK OIL, INC.	160691	3/31/2025	PE3/31 ENG DEPT FUEL	163.07	
				160693	3/31/2025	PE3/31 LLMD DEPT FUEL	247.50	
				160697	3/31/2025	PE3/31 STREETS DEPT FUEL	972.56	
				160699	3/31/2025	PE3/31 WATER DEPT FUEL	928.23	
				160702	3/31/2025	PE3/31 PARKS DEPT FUEL	634.88	
				160716	3/31/2025	PE3/31 VEHICLE MAINT DEPT	372.37	
				160717	3/31/2025	PE3/31 SENIOR CNTR FUEL	260.13	
				160763	3/31/2025	PE3/31 GRAFFITI DEPT FUEL	181.24	
				160726	3/31/2025	PE3/31 CODE ENF DEPT FUE	572.73	
				160737	3/31/2025	PE3/31 SANITARY DEPT FUEL	704.65	
				160742	3/31/2025	PE3/31 BLDG MAINT DEPT FU	179.25	
				160743	3/31/2025	PE3/31 ADMIN DEPT FUEL	69.75	
				161174	4/2/2025	DIESEL FUEL	321.92	5,608.28
2744	4/23/2025	43462	BEST BEST & KRIEGER, L	1024064	3/31/2025	PE2/28, #80237, GENERAL RE	36,929.52	
				1024065	3/31/2025	PE2/28, #80237.00445, DESEF	7,040.20	
				1024066	3/31/2025	PE2/28, #80237.00452, GRAPE	993.00	
				1024067	3/31/2025	PE2/28, #80237.00500, PRA RI	12,694.50	
				1024068	3/31/2025	PE2/28, #80237.00810, LABOF	11,949.10	
				1024069	3/31/2025	PE2/28, #80237.00819, CODE	2,204.09	
				1024070	3/31/2025	PE2/28, #80237.00833, TELEC	933.20	
				1024071	3/31/2025	PE2/28, #80237.00851, GLEN I	397.20	
				1024072	3/31/2025	PE2/28, #80237.00854, EMPLC	3,574.80	
				1024073	3/31/2025	PE2/28, #80237.00857, RENEV	3,986.00	
				1024074	3/31/2025	PE2/28, #80237.00875, MESQU	1,986.00	
				1024075	3/31/2025	PE2/28, #80237.00877, LA ENT	3,978.00	86,665.61

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2745	4/23/2025	49486	BRC CONSTRUCTION	1156	3/24/2025	RPR'D STUCCO/PAINT @ VET	2,284.00	
				1157	3/24/2025	RMV'D FENCE PANEL/INSTLL	1,186.00	
				1158	3/24/2025	RPLC'D SOLAR LIGHT @ DIST	480.00	
				1162	3/25/2025	RPR'D IRON FENCE @ DIST 2	3,758.00	7,708.00
2746	4/23/2025	44307	CIVICPLUS LLC	332349	4/1/2025	AP2025/26 NEXTREQUEST &	9,642.00	9,642.00
2747	4/23/2025	49858	CV PIPELINE CORP.	S3643	3/17/2025	STORM DRAIN MAINT @ DIST	2,000.00	
				S3647	3/20/2025	STORM DRAIN MAINT @ DIST	2,975.00	
				S3655	3/31/2025	STORM DRAIN MAINT @ DIST	3,755.00	
				S3661	4/3/2025	STORM DRAIN MAINT @ DIST	4,220.00	12,950.00
2748	4/23/2025	44036	DE LAGE LANDEN PUBLIC	589937349	4/12/2025	ACC #1338330, COLOR COPIE	216.41	216.41
2749	4/23/2025	43672	DESERT VALLEY SERVICI	661729	2/24/2025	NITRILE GLOVES	47.30	
				662044	2/26/2025	NITRILE GLOVES	47.30	
				664843	3/24/2025	S/O TOWEL KITCHEN 2PL, ET	110.30	
				664238	3/18/2025	S/O BATTERY F/TRACER VAC	177.06	
				665136	3/26/2025	CLEANER BATHROOM SANO	99.73	
				665300	3/27/2025	TOWEL ROLL HARDWOUND '	282.61	
				665301	3/27/2025	DISP ROLL TOWEL HFE BLAC	108.75	
				665883	4/2/2025	CARPET EXTRACTION SOLU	83.21	956.26
2750	4/23/2025	53799	ENTERPRISE FM TRUST	FBN5311198	4/3/2025	APR2025 LEASE CHRGS (FOI	34,485.51	34,485.51
2751	4/23/2025	44713	FARMER BROTHERS CO.	95677333	4/7/2025	COFFEE	310.20	
				95677226	3/17/2025	CREAMER & CUPS	281.74	
				95677228	3/17/2025	COFFEE, CREAMER, CUPS, E	1,063.57	1,655.51
2752	4/23/2025	49100	GOLDMAN, RONALD A.	Mar2025	3/31/2025	MAR2025 SVCS: KPC, LA ENT	5,380.00	5,380.00
2753	4/23/2025	54648	GOVOS, INC.	INV-9182	3/11/2025	MAR2025/26 SBSCRPTN- ONI	16,583.05	16,583.05
2754	4/23/2025	00207	GRAINGER INC	9374045111	1/15/2025	JAW COUPLING HUB, ETC	70.43	
				9438080559	3/13/2025	ALUMINUM FRAMING PIPE, E	697.83	
				9441313393	3/17/2025	JAW COUPLING INSERT	47.14	
				9458167039	4/1/2025	CAR SEAT ORGANIZER	61.62	
				9460021448	4/2/2025	CAR SEAT ORGANIZER	61.62	938.64
2755	4/23/2025	53123	GRANICUS	199991	4/3/2025	APR2025/26 CAPTIONLIVE ES	23,771.64	23,771.64

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2756	4/23/2025	51892	HERC RENTALS, INC.	35309123-001	3/21/2025	2/19-3/21 MESSAGE BOARD F	1,197.56	
				35363989-002	3/25/2025	3/16-23 LIGHT TOWER RNTLS	2,568.24	
				35364195-001	3/26/2025	3/16-23 CART UTV RNTLS	1,159.17	
				35389789-001	3/27/2025	3/25-26 BOOM STRAIGHT RN	648.79	
				35313415-001	3/23/2025	2/21-3/23 MESSAGE BOARD F	2,395.12	
				35313415-002	3/24/2025	3/23-24 MESSAGE BOARD RN	854.64	
				35363989-001	3/24/2025	3/16-23 LIGHT TOWER RNTLS	824.10	9,647.62
2757	4/23/2025	00996	HOME DEPOT	0015220	3/22/2025	50QT CHEST COOLERS	179.37	
				4010796	3/28/2025	M18 FUEL DUAL BATTERY BL	442.99	
				7010251	3/25/2025	DEWALT 7IN GAUGING TROV	388.27	
				9110550	3/3/2025	HENRY 209 EXTREME WET P	88.86	1,099.49
2758	4/23/2025	44957	INTERWEST CONSULTIN(	1551878	4/8/2025	MAR2025 PLAN REVIEW SVC	2,400.00	2,400.00
2759	4/23/2025	54985	MUNISERVICES LLC	INV06-020643	4/3/2025	JAN-MAR2025 SVCS: UTILITY	4,755.91	4,755.91
2760	4/23/2025	42525	MUSCO SPORTS LIGHTIN	436500	3/11/2025	BAGDOUMA PARK MINI STAC	14,745.00	14,745.00
2761	4/23/2025	55682	SALCIDO, SANDRA E.	5169	2/5/2025	FEB2025 ZUMBA CLASSES	520.00	
				5170	4/8/2025	MAR2025 ZUMBA CLASSES	520.00	1,040.00
2762	4/23/2025	55651	SEEK PERSONNEL STAFF	002116	3/17/2025	WE 3/16: GALINDO+GUTIERR	2,612.80	
				002130	3/26/2025	WE 3/23: GALINDO+GUTIERR	3,017.60	
				002143	3/31/2025	WE 3/30: GALINDO+GUTIERR	3,017.60	8,648.00
2763	4/23/2025	52784	THE PUN GROUP LLP	115264	3/31/2025	FY23/24 AUDIT SVCS, STATE	11,840.00	11,840.00
2764	4/23/2025	48436	UNIVAR SOLUTIONS USA	52855182	3/13/2025	SODIUM HYPOCHLORITE	758.35	
				52855183	3/13/2025	SODIUM HYPOCHLORITE	765.48	1,523.83
2765	4/23/2025	50229	URBAN HABITAT	INV-00132	3/31/2025	PE3/31 AVE 50 ST & MEDIAN I	216,972.41	216,972.41
2766	4/23/2025	54432	US BANK N.A.	2864913	4/10/2025	COACHELLA LEASE REV BDS	464,569.22	464,569.22
2767	4/23/2025	45925	USA SHADE & FABRIC ST	1341803	6/30/2024	INSTLL'D SHADE STRUCTUR	158,757.40	158,757.40
2768	4/23/2025	54567	VARI SALES CORPORATI(	91223284	3/7/2025	VARIDESK CUBE CORNER 36	488.40	488.40
2769	4/23/2025	55817	VESTIS SERVICES, LLC	27110999	3/19/2025	POLOS W/ EMBROIDERY	172.77	
				MAR2025	3/31/2025	PE3/31, CUST #792282344/45,	3,293.86	
				MAR2025 CC	3/31/2025	PE3/31, CUST #792567364, M/	753.84	
				MAR2025 GFRT	3/31/2025	PE3/31, CUST #6136434, UNIF	105.84	
				MAR2025 SAN	3/31/2025	PE3/31, CUST #792282347, UI	1,022.01	5,348.32
2770	4/23/2025	50629	VINTAGE ASSOCIATES, IN	236288	3/17/2025	INSTLL'D DG @ BGDMA PARK	4,160.00	
				236289	3/17/2025	INSTLL'D TREES & IRRGTN @	3,640.00	7,800.00

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2771	4/23/2025	51697	WESTERN WATER WORK	1411208-00	3/6/2025	FULL CIRCLE REDI-CLAMP, E	1,312.51	
				1411291-00	3/6/2025	SINGLE BAND TAPPED FULL	549.41	
				1411326-00	2/26/2025	FLG RW GATE VLV OL NRS, E	3,937.40	
				1411428-00	3/11/2025	BREAKOFF CHK 6H LOW LEA	2,316.59	8,115.91
2772	4/23/2025	54272	WILLDAN	002-33539	12/2/2024	NOV2024 BLDG AND SAFETY	22,972.50	22,972.50
2773	4/23/2025	54776	WILMINGTON TRUST N. A	20250222-13764	2/22/2025	COACHELLA 2022A BOND FU	2,000.00	2,000.00
2774	4/23/2025	54719	YUNEX LLC	90004008	3/26/2025	FEB2025 TRAFFIC SIGNAL M/	3,028.50	
				5610004804	3/26/2025	FEB2025 TRAFFIC SIGNAL C/	4,569.94	7,598.44

Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 1,163,943.05

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
122244	4/23/2025	46835	AIR AND HOSE SOURCE,	604893	4/1/2025	O-RING, RED QD NOZZLE TIF	32.63	32.63
122245	4/23/2025	51489	AIRWAVE COMMUNICATI(	5602	3/13/2025	ANTENNA STAMPED METAL \	70.11	70.11
122246	4/23/2025	54818	AVILA, ERIC	Scholarship	4/8/2025	2025 CYBSA SCHOLARSHIP-	60.00	
				Scholarship	4/8/2025	2025 CYBSA SCHOLARSHIP-	60.00	120.00
122247	4/23/2025	56195	BAJA BOYZ TOWING	25-02479	4/1/2025	4/1 TOWING: 53990 ENTERPF	100.00	100.00
122248	4/23/2025	00836	BIO-TOX LABORATORIES	47197	3/20/2025	2/10+24 LAB SERVICES	1,713.98	
				47198	3/20/2025	2/10+24, 3/10 LAB SERVICES	1,358.40	
				47247	3/20/2025	1/21, 2/10 LAB SERVICES	370.00	3,442.38
122249	4/23/2025	54517	BLACK KNIGHT TECHNOI	10354208	3/15/2025	FEB2025 SITXPRO SBSCRPT	250.00	250.00
122250	4/23/2025	52723	BRIGHT EVENT RENTALS	843339	3/24/2025	3/22 MARIACHI FESTIVAL RN	4,344.89	
				843340	3/24/2025	3/22 MARIACHI FESTIVAL RN	3,853.70	
				843341	3/25/2025	3/22 MARIACHI FESTIVAL RN	4,812.85	13,011.44
122251	4/23/2025	50977	BRISAS AIR CONDITIONIN	2025-6291	4/7/2025	SVC'D A/C UNITS @ 1515 6TH	403.50	
				2025-6292	4/7/2025	SVC'D WINDOW UNIT/MINI SI	240.00	
				2025-6293	4/7/2025	SVC'D A/C UNITS @ 1515 6TH	1,278.00	
				2025-6294	4/7/2025	SVC'D A/C UNITS @ 1515 6TH	133.50	
				2025-6296	4/7/2025	SVC'D A/C UNITS @ COUNCIL	680.00	
				2025-6297	4/7/2025	SVC'D A/C UNITS @ 1515 6TH	400.50	
				2025-6298	4/7/2025	SVC'D A/C UNITS @ 1540 7TH	307.50	
				2025-6300	4/7/2025	SVC'D WINDOW UNITS @ 15:	240.00	
				2025-6301	4/7/2025	SVC'D A/C UNITS @ 1517 6TH	327.00	
				2025-6302	4/7/2025	SVC'D A/C UNITS @ 1538 7TH	267.00	
				2025-6303	4/7/2025	SVC'D A/C UNITS @ 1536 7TH	147.00	
				2025-6304	4/7/2025	SVC'D A/C UNITS @ 1540 7TH	1,458.00	
				2025-6295	4/7/2025	SVC'D A/C UNITS @ 51251 DC	576.00	6,458.00
122252	4/23/2025	52627	CALCPA	0006804790	3/10/2025	MY2025-AP2026 MBRSHP RN	265.00	265.00
122253	4/23/2025	52342	CALIFORNIA DEPARTMEN	Permit Fee	4/1/2025	EPIMS ID 42327 FEE- AVE 50	6,698.00	6,698.00
122254	4/23/2025	55595	CALIFORNIA WATERS DE	23465	3/25/2025	DESIGN SVCS- VETERAN'S P	51,000.00	51,000.00
122255	4/23/2025	56251	CAMPBELL, NATALY	Refund	4/7/2025	DEPOSIT REFUND- 4/5 LIBRA	300.00	300.00
122256	4/23/2025	56252	CHAIDEZ, NATASHA	Refund	4/7/2025	DEPOSIT REFUND- 4/13 RNTI	300.00	300.00
122257	4/23/2025	56178	CITIGUARD, INC.	69000	4/3/2025	MAR2025 SECURITY SVCS @	5,952.00	
				67634	3/6/2025	JAN2025 SECURITY SVCS @	2,254.00	
				68995	4/3/2025	3/22 ON-SITE SECURITY OFF	769.00	8,975.00
122258	4/23/2025	07950	CITY OF COACHELLA	Feb 2025-LLD's	2/28/2025	FEB2025 WATER- LLD'S	11,585.62	
				Feb 2025	2/28/2025	FEB2025 WATER- ST, PARKS,	49,774.02	61,359.64

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122259	4/23/2025	53220	COACHELLA ACE HARDW	8473/1	1/29/2025	MESQUITE BBQ PELLET	18.47	
				8587/1	2/19/2025	ANCHR SHCKL GLVNZD, ETC	31.58	
				8606/1	2/23/2025	GRILL SCRPR WD NTRL 16", I	32.60	
				8609/1	2/24/2025	CLN VINEGAR EUCLYP	30.43	
				8628/1	2/27/2025	BOOTS MEN'S GRAY	76.11	
				8674/1	3/6/2025	HOSE CLAMPS	6.50	
				8690/1	3/12/2025	GREASD LIGHTNG CLNR, ET(	20.09	
				8692/1	3/12/2025	PICTURE WIRE 25'	15.20	
				8706/1	3/15/2025	CABLE HDMI SLIM 6'	54.35	
				8714/1	3/17/2025	SHARKBITE TEE 3/4" LF, ETC	58.70	
				8727/1	3/20/2025	ADHESIVE RMVR, CLEANING	276.63	
				8578/1	2/18/2025	LYSOL CRISP LINEN	35.85	
				8580/1	2/18/2025	ACE LATEX GLOVE LRG, ETC	55.40	
				8777/1	4/1/2025	ALUMN FLAT BAR	19.55	
				8780/1	4/1/2025	GRAFFITI REMOVER & CLEAI	26.08	
				8790/1	4/2/2025	LIME-RUST REMOVER GAL C	250.15	
				8792/1	4/2/2025	WATER STAIN REMVR, CLNR	184.69	
				8793/1	4/2/2025	38PC SAE TAP AND DIE PACK	240.27	
				8795/1	4/2/2025	CLEANER SHOWER TILE, ET(	73.85	
				8745/1	3/24/2025	SAFARI HAT W/ FLAP	15.21	1,521.71
122260	4/23/2025	56249	COLLEEN EDWARDS, INC	1041	1/9/2025	PE1/9 YOUTH CULTURAL CEI	8,910.00	8,910.00
122261	4/23/2025	54137	CONSERVE LANDCARE L	427058	1/14/2025	RPR'D VALVE @ DIST 22	275.72	275.72
122262	4/23/2025	53085	COUNTY OF RIVERSIDE	INV-00313989	2/27/2025	SUPP DEPOSIT- POCKET 7 A	3,060.00	3,060.00
122263	4/23/2025	54271	COUNTY OF RIVERSIDE (	2025-14	4/4/2025	4/17 SPONSORSHIP- STATE (	2,860.00	2,860.00
122264	4/23/2025	56158	CULLIGAN QUENCH	INV08768165	4/1/2025	AC D347648, APR2025 RNTL,	43.37	
				INV08779314	4/1/2025	AC D347651, APR2025 RNTL,	43.37	86.74
122265	4/23/2025	09650	CVAG	CV25326-25	3/21/2025	PE1/31 ATP- ARTS & MUSIC L	305.54	
				CV25330-25	3/21/2025	PE1/31 ATP- ARTS & MUSIC L	1,730.35	2,035.89
122266	4/23/2025	54602	DE FRANCISCO SHEK, AI	25009	3/26/2025	HEALTHY FOOD TRUCK LOG(	1,000.00	1,000.00
122267	4/23/2025	49859	DEAZTLAN CONSULTING	2025-35	3/12/2025	COACHELLA PROSPERA PRC	9,500.00	
				2025-36	3/12/2025	FEB2025 SOI OUTREACH SV(	7,000.00	16,500.00
122268	4/23/2025	02125	DEMO UNLIMITED, INC.	2164	4/1/2025	ASBESTOS ABATEMENT/DEM	29,437.60	
				2203	4/1/2025	APPLIED STABILIZER W/ GRE	1,250.00	30,687.60
122269	4/23/2025	56250	DESERT ARC SHREDDIN(	16178	3/26/2025	3/26 SHREDDING SVCS @ 53	145.00	145.00

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122270	4/23/2025	01089	DESERT ELECTRIC SUPF	S3258206.002	3/10/2025	PL-477-INC-MOG-120-V-CL-1A	9,177.95	
				S3288190.001	3/5/2025	VOLTAGE TESTER W/ FLASH	32.59	
				S3289769.001	3/11/2025	WIRE THHN-6-BLK-19STR-CU	4,165.95	
				S3289902.001	3/11/2025	COOP 8SLSTPSLC-UNV 8FT S	170.36	
				S3290759.001	3/17/2025	LED LAMP	652.50	
				S3290914.001	3/13/2025	KLEIN CL220 DIGITAL CLAMP	76.09	
				S3290924.001	3/17/2025	REPLACEMENT FOR 50W HID	1,100.56	
				S3292869.001	3/20/2025	LED WRAP & TOGGLE BOLT	232.07	
				S3294436.001	3/26/2025	LEV 8750 POS ORIENTED LM	521.30	16,129.37
122271	4/23/2025	47952	DESERT LIVE SCAN	4574	3/28/2025	MAR2025 FINGERPRINT SVC	25.00	25.00
122272	4/23/2025	43682	DIAZ, LIZZANDRO	Trvl Exp 10/20-2	4/10/2025	TRVL EXP 10/20-22, ICC ANNU	159.00	159.00
122273	4/23/2025	54644	DIGITAL PALM SPRINGS	794719-1	3/31/2025	3/10-22 SOC MEDIA ADS: SUA	3,000.00	3,000.00
122274	4/23/2025	55527	DOKKEN ENGINEERING	47782	12/10/2024	PE11/30 GRPFRT/AIRPORT BI	12,745.00	
				48058	1/9/2025	PE12/31 GRPFRT/AIRPORT B	13,140.00	
				48594	3/10/2025	PE2/28 GRPFRT/AIRPORT BL	6,925.00	32,810.00
122275	4/23/2025	55683	DUDEK	202501105	3/5/2025	PE2/21 WELL #16 REHAB SVC	5,665.00	
				202501106	3/5/2025	PE2/21 DEVELOPMENT OF W	1,450.00	7,115.00
122276	4/23/2025	55021	E E SYSTEMS GROUP, IN	CC03202025	3/20/2025	SOLAR HYBRID MICROGRID	9,397.98	9,397.98
122277	4/23/2025	14860	E. K. WOOD LUMBER COI	520008	3/12/2025	CARRIAGE BOLTS, FLAT WAS	4.89	4.89
122278	4/23/2025	14700	E. S. BABCOCK & SONS, I	CB51642-0076D	2/27/2025	DC2024-JA2025 LAB SAMPLE	3,543.00	
				CB51640-0076W	2/27/2025	DC2024-JA2025 LAB SAMPLE	2,230.79	5,773.79
122279	4/23/2025	48977	EVERON, LLC	158134450	2/26/2025	TRIP CHRG @ WELL #12	75.00	
				158141905	2/27/2025	ADDTNL EQUIP @ 53990 ENT	461.17	
				158185827	3/4/2025	AP-JN2025 ALARM/EXT SVC F	374.34	
				158185828	3/4/2025	APR2025 ALARM/EXT SVC PL	1,414.03	
				158185829	3/4/2025	APR2025 CELL/EXT SVC PLN	38.11	2,362.65
122280	4/23/2025	15750	FEDEX	8-813-06948	3/28/2025	MAR2025 FEDEX SVCS	23.57	23.57
122281	4/23/2025	56254	FIGUEROA, DANIEL	Winner	3/24/2025	3/16 SUAVECITO SUNDAY RA	1,000.00	1,000.00
122282	4/23/2025	55660	GANNETT CALIFORNIA LC	0007046299	3/31/2025	MAR2025 PUBLISHED ADS	5,255.13	5,255.13
122283	4/23/2025	51494	GARDA CL WEST, INC.	10813449	4/1/2025	APR2025 ARMORED TRANSP	1,378.15	1,378.15
122284	4/23/2025	53236	HOLISTIC SYSTEM INTEG	INV-000129	3/31/2025	MAR2025 TYLER TECH ENTE	5,625.00	5,625.00
122285	4/23/2025	55303	IDS GROUP, INC.	23X47.00-13	3/31/2025	PE3/31 LIBRARY ANNEX SVCS	15,357.80	15,357.80

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122286	4/23/2025	20450	IMPERIAL IRRIGATION DI	50035755-MA25	4/2/2025	AC50035755, 2/28-3/31, PUMP	46.40	
				50371785-MA25	4/2/2025	AC50371785, 2/28-3/31, LIFT S	816.80	
				50408460-MA25	4/3/2025	AC50408460, 2/28-3/31, WELL	10,313.61	
				MdFB-MdMA	3/18/2025	MID FEBRUARY-MID MARCH	60,061.81	
				50434217-MA25	4/2/2025	AC50434217, 2/28-3/31	90.77	
				50459795-MA25	4/2/2025	AC50459795, 2/28-3/31	84.21	
				50459796-MA25	4/2/2025	AC50459796, 2/28-3/31	87.94	
				50459819-MA25	4/2/2025	AC50459819, 2/28-3/31	47.46	
				50522793-MA25	4/2/2025	AC50522793, 2/28-3/31, SCAD	70.54	
				50035836-MA25	4/8/2025	AC50035836, 3/5-4/4, WELL #1	38.59	71,658.13
122287	4/23/2025	45757	IMPERIAL IRRIGATION DI	4037601	12/13/2024	MATERIAL PROCUREMENT/E	458,000.00	458,000.00
122288	4/23/2025	45108	IMPERIAL SPRINKLER SU	0019478361-002	2/25/2025	IPS PVC CEMENT, IPS PVC P	140.86	
				0019754735-001	3/18/2025	RB 5004 PC ROTOR W/ SAM	249.04	
				0019799306-001	3/20/2025	RB 8005 ROTOR PC/FC	1,392.21	
				0019845273-001	3/24/2025	UNDERHILL POWERGULP 18'	253.23	
				0019862780-002	3/25/2025	SIMPLOT 21-0-0 AMMONIUM S	373.54	
				0019890972-001	3/26/2025	J R SIMPLOT BEST 18-5-0 W/	1,347.97	
				0019893387-001	4/1/2025	FOCUS 1 CORE DIRECT BUR	531.44	
				0019909974-001	3/27/2025	RB PE-PLASTIC VALVE, IPS P	142.02	4,430.31
122289	4/23/2025	55169	INDUSTRIAL HEALTH MEI	00014428	3/31/2025	MAR2025 PHYSICAL SVC	80.00	80.00
122290	4/23/2025	53801	INFOSEND, INC.	283750	3/31/2025	FEB-MAR2025 UTILITY BILLIN	5,466.96	5,466.96
122291	4/23/2025	53625	INTERSTATE ALL BATTER	1920701019071	3/20/2025	GC2-ECL-UTL GC IBL GLD, ET	2,220.57	
				1920701019072	3/20/2025	BATTERY CORROSION PREV	10.76	2,231.33
122292	4/23/2025	42444	JERNIGANS SPORTING G	19799	3/24/2025	MAR2025 EMPLOYEE WORK	500.00	500.00
122293	4/23/2025	53779	JONES, ROACH & CARIN(	2024-038a	7/3/2024	COACHELLA ACQUISITION- A	16,200.00	16,200.00
122294	4/23/2025	53151	KLOB-FM	793482-1	3/30/2025	3/1-8 AD SPOT: DAY OF THE '	1,000.00	
				794538-1	3/30/2025	3/11-22 AD SPOT: SUAVECITC	3,000.00	
				795869-1	3/30/2025	3/15-24 AD SPOT: HEALTHY F	750.07	4,750.07
122295	4/23/2025	44767	KUNA FM	721994-1	3/31/2025	3/11-22 AD SPOT: SUAVECITC	2,970.00	
				723210-1	3/31/2025	3/17-23 AD SPOT: HEALTHY F	690.00	3,660.00
122296	4/23/2025	56051	LAGUNA CLAY CO.	SO248579	4/2/2025	EM-1136 EDGEWATER BK, W	1,136.36	1,136.36
122297	4/23/2025	42709	LANDMARK CONSULTAN'	LP0425-19	4/2/2025	PE3/26 CNSTRCTN MTRL TES	3,960.00	3,960.00
122298	4/23/2025	45257	LIEBERT CASSIDY WHITM	288935	2/28/2025	PE2/28: #CO015-00009	17,312.25	
				288936	2/28/2025	PE2/28: #CO015-00010	549.00	17,861.25
122299	4/23/2025	44717	LIN LINES, INC	4892	3/26/2025	4/30 BUS CHARTER SVCS (PI	3,498.65	3,498.65

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122300	4/23/2025	54362	LINDE GAS & EQUIPMEN	48712238	3/22/2025	2/20-3/20 IND HIGH PRESSUR	39.37	39.37
122301	4/23/2025	24600	LOPES HARDWARE	0001187	3/19/2025	PADLOCKS, EXT CORD, KEYS	280.30	
				0001291	3/17/2025	PADLOCKS, BLADE, BOLTS, F	347.55	
				0001344	4/1/2025	PLIERS, HAT, DRANO, KEYS,	285.33	
				0001373	3/19/2025	PVC GLUE, STRAPS, HOSE N	260.51	
				0001416	3/14/2025	WASHERS, ETC	32.32	
				0001426	3/24/2025	PAINT, BUCKET, 2001 LOCKS	338.10	
				0001430	3/21/2025	SUPPLIES	18.48	1,562.59
122302	4/23/2025	54971	LUA, ANGEL GRANILLO	00010	4/2/2025	JAN-MAR2025 ENGLISH INST	3,060.00	3,060.00
122303	4/23/2025	56199	MADISON AUTO COLLISIC	832869	3/26/2025	RPR'D DOOR ON 2022 FORD	700.00	700.00
122304	4/23/2025	49857	MANPOWER US INC.	39317795	3/16/2025	WE 3/16: A. GONZALES	1,568.64	
				39332295	3/23/2025	WE 3/23: A. GONZALES	1,568.64	
				39346740	3/30/2025	WE 3/30: A. GONZALES	1,568.64	4,705.92
122305	4/23/2025	55020	MARTIN MARIETTA MATE	45276182	3/19/2025	1/2" GB T3C3 PG70-10	316.10	
				45288354	3/20/2025	TACK 5GAL BUCKET	129.30	
				45288355	3/20/2025	1/2" GB T3C3 PG70-10	320.07	
				45424908	4/4/2025	1/2" GB T3C3 PG70-10	311.14	1,076.61
122306	4/23/2025	52418	MARTIN, GABRIEL D.	Apr2025	4/9/2025	APRIL2025 COBRA REIMBURS	68.78	
				Mar2025	4/9/2025	MARCH2025 COBRA REIMBU	2,410.95	2,479.73
122307	4/23/2025	25900	MEREDITH & SIMPSON C	251201	12/2/2024	RPLC'D FUSE, ETC @ WELL #	395.70	395.70
122308	4/23/2025	43425	MOWERS PLUS, INC	322930	3/27/2025	TS 700 14" CUTQUIK	1,939.49	1,939.49
122309	4/23/2025	47192	O'REILLY AUTO PARTS	2855-370467	3/13/2025	FUEL FILTER	4.30	
				2855-371971	3/17/2025	DISC PAD SET & CERAMIC PA	84.83	
				2855-372347	3/18/2025	1GAL ANTIFREEZE & WIPER I	28.54	
				2855-372348	3/18/2025	CERAMIC PAD	42.41	
				2855-372900	3/19/2025	MSTR DISC SW	48.06	
				2855-373171	3/20/2025	AIR FILTER	36.72	
				2855-374734	3/24/2025	5QT MOTOR OIL, ETC	39.99	284.85
122310	4/23/2025	52650	PALMS TO PINES PRINTIN	0320COCGCB-F	4/1/2025	3 IN 1 CHARGING CABLES	1,044.53	1,044.53
122311	4/23/2025	53427	PASTION INDUSTRIES, IN	046787	3/26/2025	AP-JN2025 FIRE ALARM/RADI	210.00	210.00
122312	4/23/2025	02028	PETE'S ROAD SERVICE, I	25-0824067-00	3/12/2025	MOUNT/BALANCE NEW TIRE	246.44	
				25-0824846-00	3/17/2025	MOUNT/BALANCE NEW TIRE	199.84	
				25-0825697-00	3/20/2025	DISMOUNT/MOUNT NEW TIR	417.28	863.56
122313	4/23/2025	01395	PJ'S DESERT TROPHIES	28039	3/14/2025	2"X10" NAME PLATES & HOLI	77.21	
				28099	3/31/2025	2"X10" NAME PLATES	32.63	109.84

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122314	4/23/2025	52596	PLANIT PRINT WORKS	938630	3/20/2025	RED DOOR HANGERS	330.86	
				938932	4/3/2025	BID SPECS- WELL SITE 20 PJ	168.75	499.61
122315	4/23/2025	42759	PROPER SOLUTIONS, IN(	17014	3/21/2025	WE 3/21: G. AHUMADA	383.90	
				17016	3/28/2025	WE 3/28: G. AHUMADA	1,151.70	
				17043	4/4/2025	WE 4/4: G. AHUMADA	767.80	2,303.40
122316	4/23/2025	52344	QUADIENT FINANCE USA	CD 4/11/25	4/11/2025	MAR/APR2025 POSTAGE BY I	3,000.00	3,000.00
122317	4/23/2025	52306	QUINN COMPANY	31022803	3/24/2025	3/10-20 SKID STEER & 24" CC	7,111.57	7,111.57
122318	4/23/2025	54500	RELIABLE TRANSLATION:	30579	4/10/2025	4/10 SELF EVAL/TRANSITION	147.00	
				29878	1/22/2025	1/22 CC MTG SVCS	686.00	
				30373	3/17/2025	3/17 DOCUMENT TRANSLATI(	1,176.96	
				30385	3/18/2025	3/18 PARK & REC MTG SVCS	147.00	
				30464	3/26/2025	3/26 CC MTG SVCS	686.00	
				30508	4/1/2025	4/1 SOCCER RFP MTG SVCS	196.00	
				30517	4/2/2025	4/2 PLANNING COMM MTG S\	196.00	
				30550	4/7/2025	4/7 DOCUMENT TRANSLATIO	125.28	3,360.24
122319	4/23/2025	48608	REYES COCA-COLA BOT	46235547016	3/26/2025	SOFT DRINKS	483.04	483.04
122320	4/23/2025	48831	REYNOLDS, KAYE	PD 5/10-14	4/10/2025	PD 5/10-14, TYLER CONNECT	333.00	333.00
122321	4/23/2025	52995	RM BROADCASTING, LLC	CC-1250334712	3/31/2025	3/10-22 AD SPOT: SUAVECITC	1,000.00	1,000.00
122322	4/23/2025	44161	ROBERT HALF	64801285	3/27/2025	WE 3/21: I. ATCHISON	800.60	
				64818761	4/1/2025	WE 3/21: I. ATCHISON	-363.90	
				64823907	4/2/2025	WE 3/28: M. ESPINOSA	1,147.86	1,584.56
122323	4/23/2025	52203	RUIZ, XITLALY	032225	3/28/2025	3/22 MC @ MARIACHI FESTIV	650.00	650.00
122324	4/23/2025	47658	RUIZVA L. PEST CONTRO	152	3/10/2025	MAR2025 SVCS @ FIRE STAT	95.00	95.00
122325	4/23/2025	55272	SALAS, LAWRENCE Y.	Mar2025	3/26/2025	MAR2025 CITIZENSHIP CLAS:	580.00	580.00
122326	4/23/2025	55888	SHAW HR CONSULTING,	013519	3/24/2025	FEB-MAR2025 CONSULTING :	2,377.50	2,377.50
122327	4/23/2025	56256	SHAY'S WARRIORS	2025	3/19/2025	COMMUNITY BASED GRANT	1,000.00	1,000.00
122328	4/23/2025	44581	SIGNARAMA	INV-128006	4/2/2025	EPANEL SIGNS & ACRYLIC C(	2,986.83	2,986.83
122329	4/23/2025	55326	SILLERS INSTITUTE INC.	03202025	3/20/2025	CLASS B DRIVER TRAINING:	5,000.00	
				04032025	4/3/2025	CLASS B DRIVER TRAINING:	5,000.00	10,000.00
122330	4/23/2025	55879	SILVA, MARC	Scholarship	4/3/2025	2025 YOUTH FOOTBALL SCH	75.00	75.00

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122331	4/23/2025	35450	SOCALGAS	1377 6th-MA25	3/27/2025	AC 012 623 3791 6, 2/24-3/25	157.29	
				1500 6th-MA25	3/27/2025	AC 020 678 1257 4, 2/24-3/25	15.52	
				1515 6th-MA25	3/27/2025	AC 031 523 3700 6, 2/24-3/25	114.82	
				87075Av54-MA2	3/27/2025	AC 123 573 5834 5, 2/24-3/25	73.04	
				BagPool-MA25	3/27/2025	AC 069 323 6500 7, 2/24-3/25	14.41	
				84626Bag-MA25	3/27/2025	AC 153 323 6215 9, 2/24-3/25	59.08	
				1540 7th-MA25	3/27/2025	AC 008 423 3900 4, 2/24-3/25	89.36	523.52
122332	4/23/2025	54620	SOUTHWEST PROTECTI\	13465	11/1/2024	OCT2024 SECURITY SVCS @	6,174.42	6,174.42
122333	4/23/2025	55590	STANDARD INSURANCE (	Apr2025	3/19/2025	APR2025 LIFE/AD&D/STD/LTD	6,886.35	
				Apr2025	3/19/2025	APR2025 LIFE/AD&D PREMIU	753.60	7,639.95
122334	4/23/2025	55590	STANDARD INSURANCE (	Mar2025	3/17/2025	MAR2025 DENTAL PPO PREM	5,162.56	
				Mar2025	3/17/2025	MAR2025 DENTAL HMO PREM	1,404.66	
				Mar2025	3/17/2025	MAR2025 VISION PREMIUM #	1,659.23	
				Mar2025	3/17/2025	MAR2025 COBRA PREMIUM #	17.30	8,243.75
122335	4/23/2025	55659	STAPLES	6024987561	2/25/2025	VIEW BINDER	24.69	
				6024987562	2/25/2025	8-TAB INSERT DLB PKT DIVID	64.60	
				6024987563	2/25/2025	BNDRS 11X8.5	139.47	
				6024987564	2/25/2025	NITRILE GLOVES BLK	100.41	
				6024987565	2/25/2025	STPLS HD VIEW BINDER, ETC	37.28	
				6024987551	2/25/2025	WAVE KEYS GRAPHITE, ETC	100.77	
				6024987553	2/25/2025	SPLS 8.5X11 30 REC COPY C:	159.65	
				6024987559	2/25/2025	VIEW SLANT RING BINDER	-30.54	
				6024987560	2/25/2025	THANK YOU BAGS, MR CLEA	211.99	808.32
122336	4/23/2025	36000	STATE CONTROLLER'S O	FAUD-00004640	3/12/2025	FY24/25 ANNUAL STREET RE	4,000.00	4,000.00
122337	4/23/2025	02161	STATE WATER RESRCS (	Prjct Fee	4/1/2025	RWQCB PROJECT FEE- SR-8	62,616.00	62,616.00
122338	4/23/2025	50384	STOTZ EQUIPMENT	P00435	3/20/2025	BG86 BLOWER & MOTO MIX (	358.14	358.14
122339	4/23/2025	56136	STRATEGIC ENERGY EXF	3016	3/28/2025	MAR2025 CITY MUNICIPAL UT	10,140.00	10,140.00
122340	4/23/2025	55420	SUPERB ENGINEERING	1095	3/31/2025	PE3/31 WESTERFIELD RET B	193,491.40	193,491.40
122341	4/23/2025	53743	SUSTAITA, JR., PEDRO	Training	3/4/2025	3/11 CWEA DAMS 2025 COLLE	55.20	55.20
122342	4/23/2025	56255	SYED F AZAM MEDICAL A	791 Orchard	4/10/2025	STRUCTURAL PROPERTY IM	20,000.00	20,000.00
122343	4/23/2025	54550	TBU INC.	51056	2/24/2025	FORM/POUR SIDEWALK @ G	3,471.00	3,471.00
122344	4/23/2025	55354	THE VAN DYKE CORPOR/	2	3/31/2025	PE3/31 TYLER ST SEWER IMI	94,050.00	94,050.00
122345	4/23/2025	45045	THERESA A. MIKE SCHOL	2025	4/2/2025	COMMUNITY BASED GRANT	1,000.00	1,000.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
122346	4/23/2025	48152	TKE ENGINEERING, INC.	2024-1355	1/7/2025	PE9/30 ENG SVCS, COACHEL	2,267.50	
				2024-1360	1/7/2025	PE9/30 CABAZON TRAVEL CE	200.00	
				2024-1521	1/7/2025	PE10/31 ENG SVCS, COACHE	1,890.00	
				2024-1525	1/7/2025	PE10/31 CABAZON TRAVEL C	275.00	
				2025-153	4/4/2025	PE1/31 ENG SVCS, COACHEL	435.00	
				2025-154	4/4/2025	PE1/31 PLNCK, 53185 CALLE	275.00	
				2025-156	4/4/2025	PE1/31 PLNCK, 48151 GRAPE	265.25	5,607.75
122347	4/23/2025	38250	TOPS N BARRICADES	1112489	3/7/2025	ALUM STENCIL 4"X8' LINES, E	411.24	
				1112547	3/12/2025	PAINT RED RAPID DRY 5GAL,	430.98	
				1112615	3/14/2025	WEATHER RAIN COAT	44.26	
				1112655	3/18/2025	30" DO NOT ENTER, ETC	110.65	
				1112614	3/14/2025	WEATHER RAIN COATS	177.05	1,174.18
122348	4/23/2025	45053	TYLER TECHNOLOGIES,	045-503851	2/6/2025	HAND HELD SCANNER & STA	522.01	
				045-509586	3/12/2025	3/4 ERP MIGRATION	1,600.00	
				045-511770	3/19/2025	3/3+5 ERP MIGRATION	3,200.00	
				045-512820	3/26/2025	3/17-20 ERP MIGRATION	8,800.00	14,122.01
122349	4/23/2025	39640	VALLEY LOCK & SAFE	193269	3/27/2025	PRGM/INSTLL'D LOCKS, ETC	704.49	
				193268	3/27/2025	INSTLL'D CYLINDER, ETC @	598.44	1,302.93
122350	4/23/2025	39645	VALLEY OFFICE EQUIPME	IN2503-1486	4/1/2025	ACC #CO03, 2/23-3/22, CIVIC	412.60	412.60
122351	4/23/2025	55530	VENLO RV	321501	3/19/2025	11.2GAL PROPANE	43.12	43.12
122352	4/23/2025	55816	VERIZON CONNECT FLEE	320000067600	4/1/2025	MAR2025 VEHICLE TRACKIN(	1,334.45	1,334.45
122353	4/23/2025	44775	VISTA PAINT CORPORATI	2025-844635-00	3/12/2025	FILTER 60 MESH LONG & HO:	74.23	
				2025-859372-00	3/24/2025	PROTEC ALKYD EMULSION S	1,238.05	1,312.28
122354	4/23/2025	49778	WEST COAST ARBORIST:	226690	3/21/2025	3/11 TREE MAINT @ LLMD	1,800.00	
				226701	3/21/2025	3/10 TREE MAINT @ LLMD	2,700.00	
				226704	3/21/2025	3/10 TREE MAINT @ LLMD	2,706.00	
				226707	3/21/2025	3/11 TREE MAINT @ LLMD	2,673.00	
				226712	3/15/2025	3/1-15 TREE MAINT @ LLMD'S	5,881.63	
				226691	3/21/2025	3/10 TREE MAINT @ LLMD	1,350.00	
				226710	3/15/2025	3/1-15 TREE MAINT @ PARKS	1,439.45	18,550.08
122355	4/23/2025	54464	WHITE CAP, L.P.	50030502650	3/11/2025	48" IP 67 TECH LEVEL W/ CAS	998.57	998.57
122356	4/23/2025	56175	YOUTH LEADERSHIP INS'	Refund	4/7/2025	DEPOSIT REFUND- 3/26 LIBR	300.00	300.00
122357	4/23/2025	42100	ZUMAR INDUSTRIES INC	51526	3/14/2025	STENCILS	1,137.36	1,137.36

Sub total for WELLS FARGO BANK: 1,433,094.22

149 checks in this report.

Grand Total All Checks: 2,597,037.27

Date: **April 23, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E. City Engineer

SUBJECT: Maintenance of Effort Certification Statements Fiscal Year 2025/2026, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding

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STAFF RECOMMENDATION:

Authorize the City Manager to Execute a Maintenance of Effort Certification Statement for Fiscal Year 2025/2026, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding.

BACKGROUND:

The requirements for receipt of Measure A Local Street and Roads funding are to submit a Five-Year Capital Improvement Projects Plan (CIP), a signature on the Maintenance of Effort Certification, and a Project Status Report for the prior fiscal year funding.

The Five-Year CIP plan is a list of proposed uses for Measure A Local Streets and Roads funding and must be based upon the revenue projections provided from Riverside County Transportation Commission. The projects include the description of the anticipated project, the funding sources of the project, and expenditures that will be anticipated from year to year.

The Measure A Ordinance requires annual certification that discretionary General Fund expenditures for transportation related construction and maintenance activities for Fiscal Year 2025/2026 will meet or exceed the Maintenance of Effort Certification Base Year requirement. This certification process is one part of the regulations to receive Measure A funding.

The Riverside County Transportation Commission must also receive a Project Status Report for the prior fiscal year. The purpose of this report is to document the progress to date on engineering, right-of-way acquisition, and the construction that Measure A is funding as well as the completion date or anticipated completion date.

FISCAL IMPACT:

Authorizing the City Manager to Execute the FY 2025/2026 Maintenance of Effort Certification Statement, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A will benefit the City of Coachella to receive Measure A funding.

ATTACHMENTS:

1. Measure A Five-Year Revenue Projections
2. FY 2024/25 Measure A Project Status Report
3. FY 2025/26 Measure A Maintenance of Effort Certification Statement
4. FY 2023/24 Audit Final Report
5. City of Coachella 5 Year Measure A Funding Capital Projects

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL STREETS AND ROADS PROGRAM ALLOCATION (PROJECTION)
FY 2025/26 ORIGINAL (1/2025)

	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30
Western County					
Local Streets & Roads					
BANNING	$ 841,000	$ 858,000	$ 875,000	$ 893,000	$ 911,000
BEAUMONT	885,000	903,000	921,000	939,000	958,000
CALIMESA	304,000	310,000	316,000	322,000	328,000
CANYON LAKE	265,000	270,000	275,000	281,000	287,000
CORONA	5,460,000	5,569,000	5,680,000	5,794,000	5,910,000
EASTVALE	3,370,000	3,437,000	3,506,000	3,576,000	3,648,000
HEMET	2,572,000	2,623,000	2,675,000	2,729,000	2,784,000
JURUPA VALLEY	3,113,000	3,175,000	3,239,000	3,304,000	3,370,000
LAKE ELSINORE	2,117,000	2,159,000	2,202,000	2,246,000	2,291,000
MENIFEE	3,117,000	3,179,000	3,243,000	3,308,000	3,374,000
MORENO VALLEY	5,967,000	6,086,000	6,208,000	6,332,000	6,459,000
MURRIETA	3,329,000	3,396,000	3,464,000	3,533,000	3,604,000
NORCO	897,000	915,000	933,000	952,000	971,000
PERRIS	2,701,000	2,755,000	2,810,000	2,866,000	2,923,000
RIVERSIDE	10,072,000	10,273,000	10,478,000	10,688,000	10,902,000
SAN JACINTO	1,394,000	1,422,000	1,450,000	1,479,000	1,509,000
TEMECULA	3,944,000	4,023,000	4,103,000	4,185,000	4,269,000
WILDOMAR	939,000	958,000	977,000	997,000	1,017,000
RIVERSIDE COUNTY	8,782,000	8,958,000	9,137,000	9,320,000	9,506,000
WRCOG	1,328,000	1,355,000	1,355,000	1,382,000	1,410,000
SUBTOTAL-Western County	61,397,000	62,624,000	63,847,000	65,126,000	66,431,000
Coachella Valley					
CATHEDRAL CITY	1,747,000	1,782,000	1,818,000	1,854,000	1,891,000
COACHELLA	740,000	755,000	770,000	785,000	801,000
DESERT HOT SPRINGS	587,000	599,000	611,000	623,000	635,000
INDIAN WELLS	315,000	321,000	327,000	334,000	341,000
INDIO	2,481,000	2,531,000	2,582,000	2,634,000	2,687,000
LA QUINTA	1,773,000	1,808,000	1,844,000	1,881,000	1,919,000
PALM DESERT	3,129,000	3,192,000	3,256,000	3,321,000	3,387,000
PALM SPRINGS	2,776,000	2,832,000	2,889,000	2,947,000	3,006,000
RANCHO MIRAGE	1,067,000	1,088,000	1,110,000	1,132,000	1,155,000
RIVERSIDE COUNTY	2,334,000	2,381,000	2,429,000	2,478,000	2,528,000
SUBTOTAL-Coachella Valley	16,949,000	17,289,000	17,636,000	17,989,000	18,350,000
Palo Verde Valley					
BLYTHE	711,000	725,000	740,000	755,000	770,000
RIVERSIDE COUNTY	189,000	193,000	197,000	201,000	205,000
SUBTOTAL-Palo Verde Valley	900,000	918,000	937,000	956,000	975,000
TOTAL [1]	$ 79,246,000	$ 80,831,000	$ 82,420,000	$ 84,071,000	$ 85,756,000

[1] Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.

Note: Estimate for planning purposes, subject to change and rounding differences.

MEASURE A LOCAL STREETS AND ROADS PROGRAM

FY 2025/26

Agency: Coachella
Prepared by: Brianna Greenwood
Phone #: (442) 400-2643
Date: 4/3/2025

FY 2023/24 Audited Measure A Balance:	$1,620,954
FY 2024/25 Measure A Revenue	$784,000
Less: FY 2024/25 Project Status Report Expenses:	$1,493,089
Estimated Prior Year Measure A Balance:	$911,865
Estimated FY 2025/26 Measure A Allocation:	$740,000
Estimated Measure A Available for FY 2025/26 Projects:	$1,651,865

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2026-01	ST-132 Street Pavement Rehabilitation Phase 21	Street/Road Maintenance/Improvement	$1,451,865	$1,451,865
2026-02	P-29 Avenue 53 Tot Lot	Active Transportation/ADA Improvement(s)	$1,395,012	$200,000
		Total:	$2,846,877	$1,651,865

MEASURE A LOCAL STREETS AND ROADS PROGRAM

FY 2026/27

Agency: Coachella
Prepared by: Brianna Greenwood
Phone #: (442) 400-2643
Date: 4/3/2025

Estimated Prior Year Measure A Balance:	$0
Estimated FY 2026/27 Measure A Allocation:	$755,000
Estimated Measure A Available for FY 2026/27 Projects:	$755,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2027-01	ST-135 Street Pavement Rehabilitation Phase 22	Street/Road Maintenance/Improvement	$755,000	$755,000
		Total:	$755,000	$755,000

MEASURE A LOCAL STREETS AND ROADS PROGRAM

FY 2027/28

Agency: Coachella
Prepared by: Brianna Greenwood
Phone #: (442) 400-2643
Date: 4/3/2025

Estimated Prior Year Measure A Balance:	$0
Estimated FY 2027/28 Measure A Allocation:	$770,000
Estimated Measure A Available for FY 2027/28 Projects:	$770,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2028-01	ST-139 Street Resurfacing Phase 23	Street/Road Maintenance/Improvement	$770,000	$770,000
		Total:	$770,000	$770,000

MEASURE A LOCAL STREETS AND ROADS PROGRAM

FY 2028/29

Agency: Coachella
Prepared by: Brianna Greenwood
Phone #: (442) 400-2643
Date: 4/3/2025

Estimated Prior Year Measure A Balance:	$0
Estimated FY 2028/29 Measure A Allocation:	$785,000
Estimated Measure A Available for FY 2028/29 Projects:	$785,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2029-01	ST-144 Street Pavement Rehabilitation Phase 24	Street/Road Maintenance/Improvement	$785,000	$785,000
		Total:	$785,000	$785,000

MEASURE A LOCAL STREETS AND ROADS PROGRAM

FY 2029/30

Agency: Coachella
Prepared by: Brianna Greenwood
Phone #: (442) 400-2643
Date: 4/3/2025

Estimated Prior Year Measure A Balance:	$0
Estimated FY 2029/30 Measure A Allocation:	$801,000
Estimated Measure A Available for FY 2029/30 Projects:	$801,000

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2030-01	ST-149 Street Pavement Rehabilitation Phase 25	Street/Road Maintenance/Improvement	$801,000	$801,000
		Total:	$801,000	$801,000

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

PROJECT STATUS REPORT FY 2024/25

Agency: Coachella
Prepared by: Brianna Greenwood
Phone #: (442) 400-2643
Date: 4/3/2025

Item No.	Project Name/Limits	Project Type	Total Cost	Anticipated Measure A Funds Expended (Est thru 06/30/2025)	Estimated/Actual Completion	Status
2025-01	ST-128 Street Resurfacing, Phase 20	Street/Road Maintenance/Improvement	$3,800,000	$132,630	5/29/2026	Construction Phase
2025-02	ST-93 Avenue 50 Widening	Street Improvement(s)	$9,250,000	$590,353	5/29/2026	Construction Phase
2025-03	ST-118 Street Pavement Rehabilitation Phase 19	Street/Road Maintenance/Improvement	$3,800,000	$770,106	10/9/2024	Completed
			Total:	$1,493,089		

FY 2025/26

MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

The undersigned agrees and certifies for the city of Coachella (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of $92,205, approved by the Commission at its September 14, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction of loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____

_____

CITY MANAGER

ATTEST:

_____

SECRETARY

CITY OF COACHELLA, CALIFORNIA

Report on Agreed-Upon Procedures
Applied to Measure A – Local Streets and Roads

Fiscal Year Ended June 30, 2024

Conrad

Independent Accountant's Report
On Applying Agreed-Upon Procedures

The Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have performed the procedures enumerated below on Measure A - Local Streets and Roads Program of the City of Coachella, California ("City") as of and for the year ended June 30, 2024.

Riverside County Transportation Commission ("RCTC") has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose whether the City was in compliance with the Measure A - Local Streets and Roads Program grant terms and conditions for the year ended June 30, 2024. Additionally, RCTC and the City have agreed to and acknowledged that the procedures performed are appropriate for their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and related findings are as follows:

1. Obtain the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee ("TUMF") program and in the Multiple Species Habitat Conservation Plan ("MSHCP"), which are administered by the Western Riverside Council of Governments ("WRCOG") and the Western Riverside County Regional Conservation Authority ("RCA"), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments ("CVAG"). Indicate participation in TUMF and/or MSHCP programs.

   Finding: The City participates in the TUMF program administered by CVAG. No exceptions were noted as a result of applying this procedure.

2. Obtain the City's approved 5-Year Capital Improvement Plan ("CIP") from RCTC for the fiscal year ended June 30, 2024.

   Finding: No exceptions were noted as a result of applying this procedure.

3. Obtain a detailed general ledger and balance sheet from the City for the fiscal year ended June 30, 2024.

   a. Identify the amount of Measure A cash and investments recorded at June 30, 2024. Compare amount to Measure A fund balance and provide an explanation for any difference greater than 25% fund balance.

Finding: Measure A cash and investments were $1,466,512 at June 30, 2024. The difference between Measure A cash and investments of $1,466,512 and fund balance of $1,620,954 is $154,442 or 10% of the fund balance.

b. Identify amounts due from other funds.

Finding: There were no amounts due from other funds at June 30, 2024.

c. Identify the components of ending fund balance for Measure A activity.

Finding: Ending fund balance for Measure A activity was restricted in the amount of $1,620,954 at June 30, 2024.

i. Identify the existence of any restatement of Measure A fund balance and inquire of management as to the reason for any restatement.

Finding: We noted a restatement of Measure A fund balance in the amount of $5,713 at June 30, 2023. The restatement was due to the City recognizing additional interest income after the Measure A report was issued for the year ended June 30, 2023.

ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than the sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance.

Finding: No exceptions were noted as a result of applying this procedure. The City's ending fund balance did not exceed the cumulative total revenues for the 3-year period as illustrated below.

Revenue for year ended June 30, 2024	$ 849,182
Revenue for year ended June 30, 2023	855,018
Revenue for year ended June 30, 2022	834,043
Total Revenue for the 3-year period	$ 2,538,243
Fund balance for year ended June 30, 2024	$ 1,620,954

4. Obtain an operating statement for Measure A activity for the fiscal year ended June 30, 2024 (see Exhibit A), including budget amounts.

a. Review the revenues in the operating statement.

i. Inquire of management as to what fund was used to record Measure A revenues received from RCTC and document total revenues for the fiscal year ended June 30, 2024.

Finding: The City accounts for Measure A revenue in its Local Transportation Fund – Measure A ("Fund #117"). The City recorded total revenues in the amount of $849,182 for the fiscal year ended June 30, 2024.

ii. Obtain a listing of Measure A payments made from RCTC to the City. Compare the Measure A revenues recorded by the City to the listing of payments made by RCTC.

Finding: We identified no variances between the Measure A revenues recorded by the City and the RCTC Measure A payment schedule, which totaled $815,242.

iii. Determine the amount of interest allocated to Measure A activity for the fiscal year ended June 30, 2024.

Finding: The City allocated interest in the amount of $33,940 to the Measure A activity for the fiscal year ended June 30, 2024.

b. Review the expenditures in the operating statement.

i. Inquire of management as to what fund is used to record Measure A expenditures and document total expenditures for the fiscal year ended June 30, 2024.

Finding: The City accounts for Measure A expenditures in its Local Transportation Fund – Measure A ("Fund #117"). The City recorded total expenditures in the amount of $243,366 for the fiscal year ended June 30, 2024.

ii. Select expenditures for testing that comprise at least 20% of total Measure A expenditures.

Finding: The City recorded Measure A expenditures in the amount of $243,366. We selected $122,335 or 50% for testing.

1. For the expenditures selected for testing, compare the dollar amount recorded in the general ledger to the supporting documentation.

Finding: No exceptions were noted as a result of applying this procedure.

2. For the expenditures selected for testing, review the 5-Year CIP, and note whether the projects claimed were included in the 5-Year CIP and whether they constitute allowable costs.

Finding: Expenditures selected for testing were included in the 5-Year CIP and were allowable costs. No exceptions were noted as a result of applying this procedure.

iii. Inquire of management as to the nature of any transfers (in and out) recorded in the Measure A Fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.

Finding: We noted no transfers in or out recorded in the Measure A fund. No exceptions were noted as a result of applying this procedure.

iv. Inquire of management as to the amount of general or non-project-related costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.

Finding: Per discussion with the City management, there were no indirect costs recorded for the fiscal year ended June 30, 2024.

v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.

Finding: There were no debt service expenditures recorded in the Measure A Fund that were noted as a result of applying this procedure.

1. Compare the debt service expenditures to prior year amount. If debt service expenditures have increased or decreased at least 25%, inquire of management as to the reason for the change in debt service expenditures.

Finding: There were no debt service expenditures recorded in the Measure A Fund that were noted as a result of applying this procedure.

5. Obtain from RCTC a listing of jurisdictions that participate in the Western County or Coachella Valley TUMF programs.

a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.

Finding: We selected one disbursement of $45,900 for validation. The payment selected for testing indicated that the TUMF was collected and remitted to CVAG as required.

b. Indicate the total amount of TUMF collected and remitted during the fiscal year ended June 30, 2024.

Finding: The total amount of TUMF fees collected and remitted during the fiscal year ended June 30, 2024 was $143,560.

6. Obtain from RCTC a listing of jurisdictions that participate in the Western County MSHCP program.

a. If the jurisdiction is a participant in the Western County MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA.

Finding: The City is not a participant in the Western County MSHCP program.

b. Inquire of management as to the existence of any fees collected in prior years that were not remitted to RCA by the end of this fiscal year.

Finding: The City is not a participant in the Western County MSHCP program.

c. Indicate the total amount of Western County MSHCP fees collected and remitted during the fiscal year.

Finding: The City is not a participant in the Western County MSHCP program.

7. Obtain from RCTC the Maintenance of Effort ("MOE") base year requirement, including its supporting detail calculations for the City, and the carryover amount allowed as of the beginning of the fiscal year.

a. Obtain from the City a calculation of its current year MOE amount in a format similar to its base year calculation. See Exhibit B.

Finding: No exceptions were noted as a result of applying this procedure.

b. Compare the current year MOE amounts from the General Fund to the general ledger.

Finding: No exceptions were noted as a result of applying this procedure.

c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.

Finding: No transfers in were noted as a result of applying this procedure.

d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.

Finding: We noted that current year MOE expenditures of $1,419,186 were greater than the MOE base requirement of $92,205 resulting in an excess of $1,326,981 for the fiscal year ended June 30, 2024.

e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

Finding: No exceptions were noted as a result of applying this procedure. The City's discretionary funds spent in the fiscal year ended June 30, 2024 exceeded the MOE base year requirement.

The City's MOE carryover at June 30, 2024 is calculated as follows:

MOE excess at July 1, 2023	$ 11,939,689
Current year MOE expenditures	1,419,186
Less: MOE base requirement	(92,205)
Excess MOE for fiscal year ended June 30, 2024	1,326,981
MOE excess at June 30, 2024	$ 13,266,670

We were engaged by RCTC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively on the Measure A - Local Streets and Roads Program compliance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of RCTC and the City to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Board of Commissioners and management of RCTC and the City Council and management of the City of Coachella and is not intended to be, and should not be, used by anyone other than these specified parties.

Conrad LLP

Lake Forest, California
November 12, 2024

CITY OF COACHELLA, CALIFORNIA

Measure A Operating Statement
For the Fiscal Year Ended June 30, 2024
(Unaudited)

	Budget	Actual	Variance From Final Budget Favorable (Unfavorable)
Revenues:			
Measure A	$ 832,000	$ 815,242	$ (16,758)
Interest income	8,000	33,940	25,940
Total revenues	840,000	849,182	9,182
Expenditures:			
Transfers out: Capital improvements	1,753,157	243,366	1,509,791
Total expenditures	1,753,157	243,366	1,509,791
Excess/(deficiency) of revenues over/(under) expenditures	$ (913,157)	$ 605,816	$ 1,518,973

CITY OF COACHELLA, CALIFORNIA

Measure A MOE Calculation
For the Fiscal Year Ended June 30, 2024
(Unaudited)

FY 2023/24 Construction and Maintenance Expenditures
(Round to nearest dollar)

Project Expenditures Included in General Ledger	Total Cost	General Fund	Measure A	Federal	State	City Funds	Other
Construction:							
ST-81 Avenue 50 Interchange-Prof Serc	$ 14,962	$ -	$ -	$ -	$ -	$ 1,760	$ 13,202
ST-93 Ave 50 Widening Project	502,591	-	-	-	-	-	502,591
ST-118 Street Pavement Rehab Ph 19	243,366	-	243,366	-	-	-	-
ST-130 Pueblo Viejo Villas	63,959	-	-	-	63,959	-	-
ST-131 Avenue 48 Widening Pr-Constructio	7,279	-	-	-	-	7,279	-
ST-138 ATP HWY 111 & Ave 54 Bike Lanes	190,075	-	-	-	190,075	-	-
ST-140 Coachella Valley Arts and Music L	48,757	48,757	-	-	-	-	-
Maintenance:							
Salaries and benefits for street maintenance personnel	849,932	362,170	-	-	-	-	487,762
Professional services	462,987	220,100	-	-	-	-	242,887
Repairs and maintenance costs	31,963	20,136	-	-	-	-	11,827
Rentals	57,937	30,915	-	-	-	-	27,022
Energy charges	301,862	296,862	-	-	-	-	5,000
Supplies	241,003	164,362	-	-	-	-	76,641
Other	278,345	275,884	-	-	-	-	2,461
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
Expenditure Totals	$ 3,295,018	$ 1,419,186	$ 243,366	$ -	$ 254,034	$ 9,039	$ 1,369,393

Deductions for Special Consideration (Deductions Must Also Be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction:	$ -	$ -	
Maintenance:			
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
Deduct Totals	$ -	$ -	

Total GF Expenditures	$ 1,419,186
Minus Deductions	-
MOE Current Year	$ 1,419,186

Base Year Requirement	(92,205)
MOE excess for fiscal year ended June 30, 2024	$ 1,326,981

City of Coachella 5 Year Measure A Funding Capital Projects		Total Project Cost	Estimated Expenditures for FY	TUMF Measure
FY 2025-26				
ST-132	Street Pavement Rehabilitation Phase 21	$ 851,000	$ 851,000	$ 1,451,865
P-29	Avenue 53 Tot Lot	$ 1,395,012	$ 1,395,012	$ 200,000
	Sub-totals	**$ 2,246,012**	**$ 2,246,012**	**$ 1,651,865**
FY 2026-27				
ST-135	Street Pavement Rehabilitation Phase 22	$ 755,000	$ 755,000	$ 755,000
	Sub-totals	**$ 755,000**	**$ 755,000**	**$ 755,000**
FY 2027-28				
ST-139	Street Pavement Rehabilitation Phase 23	$ 770,000	$ 770,000	$ 770,000
	Sub-totals	**$ 770,000**	**$ 770,000**	**$ 770,000**
FY 2028-29				
ST-144	Street Pavement Rehabilitaiton Phase 24	$ 785,000	$ 785,000	$ 785,000
	Sub-totals	**$ 785,000**	**$ 785,000**	**$ 785,000**
FY 2029-30				
ST-149	Street Pavement Rehabilitation Phase 25	$ 801,000	$ 801,000	$ 801,000
	Sub-totals	**$ 801,000**	**$ 801,000**	**$ 801,000**
	Totals	**$ 5,357,012**	**$ 5,357,012**	**$ 4,762,865**

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: Adopt Resolution No. 2025-15, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2025-26, Funded by SB 1: Road Repair and Accountability Act.

STAFF RECOMMENDATION:

Authorize the City Manager to adopt Resolution No. 2025-15, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2025-26, Funded by SB 1: Road Repair and Accountability Act.

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1) (Beall, Chapter 5, Statutes 2017), which is known as the Road Repair and Accountability Act of 2017. The purpose and intention of the Act is to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road systems, as well as provide transit assistance.

Prior to the passage of SB 1, cities and counties were delaying or canceling projects and preparing to lay off staff. Due to lack of funding, basic maintenance of the local streets and road system, repair and replacement of bridges, safety improvements and multi-modal enhancements were all at risk.

The new transportation bill will provide cities and counties an opportunity to catch up on years of unfunded maintenance needs that have plagued our roadways for years. Maintenance and rehabilitation projects will extend the service life of our local streets, roads and bridges. Cities and Counties will also use SB 1 funds for complete streets projects, increasing mobility options for residents, and will employ, to the extent possible green technologies, materials and methods to reduce impacts to the environment from transportation projects.

DISCUSSION/ANALYSIS:

SB 1 includes historic accountability and transparency measures. Cities and counties will adopt project lists at the start of every Fiscal Year and also provide year end reporting on completed projects.

1. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

   Proposed Project 1: Street Pavement Rehabilitation Phase 21 FY 25/26
   Project Description: Pavement rehab as needed in various neighborhoods and public streets throughout the City.
   Location: Various locations throughout the City of Coachella
   Estimated Project Schedule: 07/2025-06/2026
   Estimated Cost: $1,119,950
   Estimated Project Useful Life: Twenty years with proper maintenance

2. The following previously proposed and adopted projects may also utilize Fiscal Year 2025- 26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

   Proposed Project 1: Avenue 50 Widening Project
   Project Description: Widening of Avenue 50 from 2 lanes to 4 lanes from Calhoun Street to Cesar Chavez Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.
   Location: Avenue 50 between Calhoun Street and Cesar Chavez Street
   Estimated Project Schedule: 01/2023-10/2027
   Estimated Cost: $9,250,000
   Estimated Project Useful Life: Twenty years with proper maintenance

   Proposed Project 2: Avenue 50 Bridge (Over Whitewater Channel)
   Project Description: Replace the low water crossing with a bridge over the Coachella Valley Stormwater Channel.
   Location: Avenue 50
   Estimated Project Schedule: 03/2025-10/2028
   Estimated Cost: $81,370,500
   Estimated Project Useful Life: Fifty years with proper maintenance

   Proposed Project 3: Airport Blvd Bridge
   Project Description: Replace Airport Blvd Bridge that extends over the Coachella Valley Stormwater Channel with a new wider two-lane bridge.
   Location: Airport Boulevard
   Estimated Project Schedule: 01/2024-06/2028
   Estimated Cost: $24,3007,470
   Estimated Project Useful Life: Fifty years with proper maintenance

FISCAL IMPACT:

The SB 1 Anticipated revenues are for an amount of $1,132,721 for the Fiscal Year 2025-26. Authorizing the City Manager to adopt Resolution 2025-15, Resolution adopting a list of Projects for Fiscal Year 2025-26, Funded by SB 1: Road Repair and Accountability Act will benefit the City of Coachella by maintaining City eligibility to continue receiving SB1 funding.

ATTACHMENTS:

1. Resolution 2025-15
2. Local Streets and Roads – Projected FY2025-26 Revenues

RESOLUTION NO. 2025-15

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $1,132,721 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate and widen two major arterials transportation infrastructure throughout the City this year and many similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "fair" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Coachella, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

   Proposed Project 1: Street Pavement Rehabilitation Phase 21 FY 25/26
   Project Description: Pavement rehab as needed in various neighborhoods and public streets throughout the City.
   Location: Various locations throughout the City of Coachella
   Estimated Project Schedule: 07/2025-06/2026
   Estimated Cost: $1,119,950
   Estimated Project Useful Life: Twenty years with proper maintenance

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

   Proposed Project 1: Avenue 50 Widening Project
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   Proposed Project 3: Airport Blvd Bridge
   Project Description: Replace Airport Blvd Bridge that extends over the Coachella Valley

Stormwater Channel with a new wider two-lane bridge.
Location: Airport Boulevard
Estimated Project Schedule: 01/2024-06/2028
Estimated Cost: $24,3007,470
Estimated Project Useful Life: Fifty years with proper maintenance

PASSED, APPROVED and ADOPTED this 23rd day of April 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2025-15 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23rd day of April 2025 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

ATTACHMENT B

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2025

	Highway Users Tax Acct (HUTA)[1] Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 [5]	Sec2105 [3]	Sec2106 [3]	Sec2107 [3]	Sec2107.5 [4]			
PLACER COUNTY								
AUBURN	125,284	87,638	59,544	119,607	3,000	395,074	361,202	756,275
COLFAX	18,192	12,725	12,749	19,041	1,000	63,707	52,447	116,155
LINCOLN	484,419	338,860	216,472	462,467	7,500	1,509,718	1,396,610	2,906,329
LOOMIS	61,946	43,332	31,868	59,139	2,000	198,285	178,594	376,879
ROCKLIN	651,665	455,851	289,552	622,134	7,500	2,026,702	1,878,790	3,905,492
ROSEVILLE	1,404,444	982,433	618,487	1,340,799	10,000	4,356,163	4,049,097	8,405,260
PLUMAS COUNTY								
PORTOLA	19,211	13,438	9,244	177,717	1,000	220,610	55,386	275,996
RIVERSIDE COUNTY								
BANNING	284,048	198,697	128,711	271,176	6,000	888,633	818,929	1,707,562
BEAUMONT	522,504	365,501	232,733	498,826	7,500	1,627,064	1,506,411	3,133,476
BLYTHE	170,886	119,538	79,346	163,142	4,000	536,911	492,674	1,029,586
CALIMESA	98,893	69,178	47,940	94,412	3,000	313,423	285,115	598,538
CANYON LAKE	100,650	70,406	48,707	96,089	3,000	318,851	290,179	609,030
CATHEDRAL CITY	467,020	326,688	208,529	445,856	7,500	1,455,593	1,346,446	2,802,038
COACHELLA	392,888	274,832	176,191	375,084	6,000	1,224,995	1,132,721	2,357,716
CORONA	1,425,748	997,335	626,758	1,361,138	10,000	4,420,979	4,110,517	8,531,496
DESERT HOT SPRINGS	297,162	207,870	134,432	283,696	6,000	929,159	856,736	1,785,895
EASTVALE	634,156	443,603	281,440	605,418	7,500	1,972,117	1,828,310	3,800,428
HEMET	815,962	570,780	360,750	778,986	7,500	2,533,977	2,352,469	4,886,446
INDIAN WELLS	43,654	30,537	23,843	41,676	1,000	140,711	125,858	266,568
INDIO	825,217	577,254	364,787	787,821	7,500	2,562,579	2,379,152	4,941,731
JURUPA VALLEY	953,723	667,146	420,845	910,504	10,000	2,962,218	2,749,641	5,711,859
LAKE ELSINORE	650,236	454,851	288,454	620,770	7,500	2,021,812	1,874,671	3,896,483
LA QUINTA	349,179	244,257	157,124	333,356	6,000	1,089,916	1,006,705	2,096,621
MENIFEE	1,015,232	710,172	447,678	969,225	10,000	3,152,307	2,926,976	6,079,283
MORENO VALLEY	1,893,495	1,324,532	830,805	1,807,689	10,000	5,866,521	5,459,062	11,325,583
MURRIETA	1,007,460	704,736	444,287	961,806	10,000	3,128,290	2,904,570	6,032,859
NORCO	242,323	169,509	110,509	231,342	6,000	759,684	698,633	1,458,318
PALM DESERT	463,106	323,951	206,822	442,120	7,500	1,443,499	1,335,164	2,778,663
PALM SPRINGS	401,952	281,172	180,145	383,737	6,000	1,253,007	1,158,853	2,411,859
PERRIS	721,756	504,881	319,654	689,048	7,500	2,242,838	2,080,866	4,323,704
RANCHO MIRAGE	154,633	108,168	72,256	147,625	4,000	486,682	445,815	932,498
RIVERSIDE	2,890,481	2,021,941	1,265,723	2,759,495	10,000	8,947,640	8,333,433	17,281,073
SAN JACINTO	489,516	342,425	218,343	467,332	7,500	1,525,115	1,411,303	2,936,418
TEMECULA	998,588	698,529	440,417	953,335	10,000	3,100,869	2,878,989	5,979,857
WILDOMAR	333,900	233,569	150,458	318,769	6,000	1,042,696	962,654	2,005,350

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STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize Interim City Manager to approve Change Order No. 1 for City Project No.111924, Westerfield Retention Basin Landscape Improvements, in the amount of $3,531.63.

STAFF RECOMMENDATION:

Authorize Interim City Manager to approve Change Order No.1 for City Project No. 111924 Westerfield Retention Basin Landscape Improvements, in the amount of $3,531.63.

EXECUTIVE SUMMARY:

Bids and specifications were drafted and the City published a bid for Westerfield Retention Basin Landscape Improvements, City Project No. 111924. This bid closed on December 19, 2024 and the City received seven responses; with the apparent lowest responsible responsive bidder being Superb Engineering.

On January 22, 2025, City Council approved the construction contract award to Superb Engineering, for the bid amount received of $245,530.14. Due to minor changes in the detailed pathway elevations for this project, which will reduce future erosion, a change order in the amount of $3,531.63 is required to complete the work. The change order will cover additional labor and equipment costs. Staff recommends approval of the attached Change Order No. 1.

FISCAL IMPACT:

The recommended action will not have a negative fiscal impact on the budget. Funds for the identified improvements are available in the fund balance for the corresponding LLMDs and Proposition 1 Round 2/Urban & Multibenefit Drought Relief grant funding.

Attachments:
Change Order No. 1

Change Order Request

PROJECT: Westerfield Retention Basin Landscape Improvements

TO CLIENT: CITY OF COCHELLA

CHANGE ORDER NUMBER: 1
DATE: 3/20/2025
PROJECT NUMBER: 25-01
NTP DATE: 2/12/2025

The Contract is changed as follows:

DG Path Slope

		Qty.	Unit	Extended Amount
1)	ADD - See attached breakdown.	1	LS	$ 3,531.63

Total: $ 3,531.63

***Per the plans, we have been raising the DG trail by approximately 2"–18". However, since there was no specific detail provided for this adjustment, we sought confirmation on the preferred approach to ensure long-term stability.

We proposed implementing a slope towards the DG path instead of simply building it up to the required elevation. This method is expected to help reduce erosion and improve stabilization.

Accordingly, we are including this adjustment in the change order for documentation. Please let us know if any additional information is required.

The original Contract Sum was	$ 245,530.14
Net change by previously authorized Change orders	
The Contract Sum prior to this Change order was	$ 245,530.14
The Contract Sum will be amended by this Change Order in the amount of	$ 3,531.63
The new Contract Sum including this Change Order will be	$ 249,061.77
The Contract Time will be amended by	1 Days
The date of Substantial Completion as of the date of this Change Order therefore is	

Superb Engineering
SUBCONTRACTOR
PO Box 3036 Beaumont, CA 92223
Address

BY *Estela Candelario*

DATE 3/20/25

OWNER

Address

BY

DATE

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Adopt Resolution No. 2025-10 Authorizing the City Manager to Submit an Application on behalf of the City of Coachella to the Department of Parks and Recreation Office of Grants and Local Services for the Land and Water Conservation Fund (LWCF) Grant Program in the Amount Not-to-Exceed Six Million ($6,000,000) Dollars

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STAFF RECOMMENDATION:

Staff recommends that the City Council considers adopting Resolution No. 2025-10 authorizing the City Manager to submit an application on behalf of the City of Coachella to the Department of Parks and Recreation Office of Grants and Local Services for the Land and Water Conservation Fund (LWCF) grant program in the amount not-to-exceed six million ($6,000,000) dollars.

BACKGROUND:

On February 14, 1963, President Kennedy's Administration proposed legislation to establish a "Land and Water Conservation Fund" to assist states in planning, acquisition, and development of recreation lands. With bipartisan support, President Johnson signed it into law on September 3, 1964, as Public Law 88- 578, 16 U.S.C.460l-4. The Land and Water Conservation Fund grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Since 1965, over one thousand parks throughout California have been created or improved with LWCF assistance.

When an LWCF project is completed, the land within the approved LWCF Boundary Map is placed under federal protection, preserving the public's outdoor recreational use of the site in perpetuity for the benefit of our nation's future generations

DISCUSSION/ANALYSIS:

The LWCF grant provides funding for two types of projects – acquisition or development. The City of Coachella is proposing to submit an application not to exceed $6 million for a development project. Under the development application, projects must develop recreation features for outdoor recreation, intended for outdoor recreational opportunities for the health and wellness of

Californians. The development application also allows funding for major support amenities, such as parking lots, lighting and landscaping.

The application will supplement the City's Community Resilience Center (CRC) project that will see the retrofit of the Hidden Harvest building as an emergency shelter during extreme weather events and other emergencies, while also providing year-round community services and programs, such as food distribution and workforce development training, that build overall community resilience. These additional funds will help cover the costs for the CRC outdoor recreation features that include community, demonstration, and botanical gardens, dog park, picnic areas, outdoor performing space/amphitheater, water and drinking fountains. More importantly, the funding will also cover costs related to the CRC off-site improvements, such as parking, lighting, and roadway and pedestrian paving – facilities that are crucial in providing the community direct access to the CRC, especially during emergencies.

Since the City's award of the CRC grant, construction costs have risen significantly due to inflation. The LWCF fund will help supplement that funding in order to guarantee that the CRC is fully equipped with the features that will truly transform it into an accessible emergency shelter that will provide community resilience.

The application deadline is August 5th, 2025.

FISCAL IMPACT

There is a 50% minimum match requirement of the total project cost. The City will be leveraging funding from its Community Resilience Center Grant to match the 50% requirement.

ALTERNATIVES:

1. Adopt Resolution No. 2025-10 Authorizing the City Manager to Submit an Application on behalf of the City of Coachella to the Department of Parks and Recreation Office of Grants and Local Services for the Land and Water Conservation Fund (LWCF) Grant Program in the Amount Not-to-Exceed Six Million ($6,000,000) Dollars

2. Not Adopt Resolution No. 2025-10 Authorizing the City Manager to Submit an Application on behalf of the City of Coachella to the Department of Parks and Recreation Office of Grants and Local Services for the Land and Water Conservation Fund (LWCF) Grant Program in the Amount Not-to-Exceed Six Million ($6,000,000) Dollars

ATTACHMENTS:

1. Resolution No. 2025-10

RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING RESOLUTION NO. 2025-10 AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION ON BEHALF OF THE CITY OF COACHELLA TO THE DEPARTMENT OF PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES FOR THE LAND AND WATER CONSERVATION FUND (LWCF) GRANT PROGRAM IN THE AMOUNT NOT-TO-EXCEED SIX MILLION ($6,000,000) DOLLARS

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State; and

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

Section 1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed Coachella Community Resilience Center.

Section 2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

Section 4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6. Appoints the City Manager as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

PASSED, APPROVED and **ADOPTED** this 23rd day of April, 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2025-10 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23rd day of April, 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: Authorize Contract Amendment #2 for Engineering Services Task Order for Coachella Sanitary District Headworks Screening Improvement Project S – 29 in the Amount not to Exceed $156,535.00

STAFF RECOMMENDATION:

Authorize the City Manager to Execute Contract Amendment #2 for Engineering Services Task Order for Coachella Sanitary District Headworks Screening Improvement Project S – 29 in the Amount not to Exceed $156,535.00

BACKGROUND:

On February 28, 2024, City Council authorized the execution of a Professional Service Agreement with Dudek in the amount of $144,825.00 for final engineering plans, construction specifications and cost estimates for Coachella Sanitary District Headworks Screening Improvements.

On November 13, 2024, City Council authorized the execution of Amendment #1 in the amount of $53,050.00 for additional work related to the relocation of the control panel to the existing Motor Control Center (MCC) building. This required additional design time and schematic drawings.

On December 11, 2024, City Council authorized the execution of a contraction contract with Cora Construction, Inc and additional expenditures for construction management in the amount of $1,518,540.00.

Funding Source	**Project Cost:**
ARPA Resolution 2024 - 66	$1,090,756.00
Sewer Connection Fees 360	$427,784.00
TOTAL Appropriation	$1,518,540.00

DISCUSSION/ANALYSIS:

Staff has issued a Notice to Proceed to the contractor Cora Construction. The project is tentatively scheduled to run until September 2026 due to the long lead time to secure the Monoscreen, Conveyor and Control Panel.

City Staff anticipates that numerous submittals will have to be reviewed and approved before the Monoscreen, Conveyor and Control Panel can be procured. Additional submittals and approvals will be required for various other items, including but not limited to, concrete, piping, supports, instrumentation, electrical and rebar.

This project will also require specialty mechanical and electrical inspection of several mechanical and electrical components of the project. Staff with the support of Dudek will ensure the specifications of the contract are followed during the installation and testing of all mechanical and electrical systems.

FISCAL IMPACT:

On December 11, 2024, City Council approved a budget of $1,518,540.00 which included an anticipated $100,000.00 in Construction Management support.

An additional allocation of $56,535.00 is requested from the Sewer Connection Fund (361) to CIP Project S-29.

ATTACHMENTS:

1. Contract Amendment #2 Proposal for Engineering Services Task Order for Coachella Sanitary District Headworks Screening Improvement Project S – 29.

February 13, 2025

Castulo Estrada
Utilities Director
City of Coachella
87075 Avenue 54
Coachella, California 92236

Subject: Contract Amendment for Coachella Sanitary District Headworks Screening Improvement Project

Dear Mr. Estrada,

Dudek and the City entered into a professional services agreement for the Headworks Screening Improvement project on May 5, 2024 for a total contract value of $144,825. The initial contract covered the design of headworks screening improvements including the addition of a new screening device, screening conveyance device, dewatering device and associated combined control panel. Amendment 1 was submitted to the city for approval in October 1st of 2024 for an amendment amount of $53,050 (bringing the total contract value to $197,875) which primarily covered the project design including provisions for relocating the proposed location for the control panel into the existing MCC building. In addition to the relocation of the Control Panel, changes must be made to the design documents that were not captured in the original scope of work, including the starters for the screens, conveyor, and washer/compactor being in the MCC, not in the vendor control panel. This required two additional schematic drawings and an additional design time spent on the conduit block diagram and P&IDs.

Following the completion of design documents and a successful bid phase. Dudek proposes a contract amendment to provide Engineering Services During Construction (ESDC) and Electrical Inspection Services to augment the City's staff during the construction phase of the project. A majority of the construction work will be inspected by the City's on-site Staff, with Dudek providing a part-time electrical inspector to augment the City's staff, providing inspection of the unique electrical equipment being installed in this project. The scope of services being proposed is shown below:

Scope of Work

Dudek has provided separate scopes of work for ESDC and Electrical Inspection services. Dudek will follow implement the scope of work as outlined below.

Task 1 Project management

Dudek will conduct project administration and management including preparation and distribution of monthly progress reports. Progress reports will include budget status updates. Dudek is assuming a 12-month construction duration.

Task 2 engineering services during construction

Task 2.1 Pre-Construction Meeting

Dudek will attend the Pre-Construction Meeting, which is assumed to occur at the City offices. The meeting is assumed to be conducted by the City. It is assumed that City Staff will prepare meeting minutes. It is assumed that Dudek Team PM will attend the Pre-Construction Meeting in-person.

Task 2.2 RFIs & Design Clarifications

Dudek will provide RFI and Design Clarifications during construction to include:

a. Provide responses for up to fifteen (15) requests for information (RFIs) and/or requests for clarification (RFCs). The Dudek team will provide responses to RFIs and RFCs in e-mail format.

b. Dudek assumes RFIs from the Contractor will be formally submitted to City Staff, and then transmitted to Dudek. Questions requiring responses from the design team will be forwarded to the Dudek Project Manager for distribution and response.

Task 2.3 Shop Drawings & Submittal Reviews

Dudek will provide shop drawings and submittal review during construction to include:

a. Review and process up to forty (40) shop drawings/submittals and up to twenty (20) resubmittals. Submittal review beyond the second submittal shall be paid by the Contractor in accordance with the Contract Documents.

b. Dudek assumes submittals and shop drawings from the Contractor will be formally submitted to City Staff, who will forward to the Dudek Project Manager for distribution and response.

Task 2.4 Construction Progress Meetings / Site Visits

Dudek will attend bi-weekly construction progress meetings (virtually) throughout the duration of the project as needed. Dudek attendance/participation at twenty five (25) construction progress meetings is included. Dudek attendance includes the Dudek project manager and the appropriate team member(s) based on the issue(s) being discussed. Dudek assumes weekly construction meetings will be organized and documented by City Staff.

Dudek will attend a total of one (1) general meeting at the City office or construction site to discuss construction issues with City Staff. The Dudek project manager, or his assigned representative will attend each of these meetings with the appropriate additional team member(s) based in the issue(s) being discussed.

Task 2.5 Change Order Assistance

Dudek will assist City staff with potential change order reviews. We have allocated budget to be used for up to two (2) change order reviews at the direction of the City. It is assumed that City Staff will document and negotiate construction change orders proposed by the Contractor, and Dudek will assist, as necessary and requested.

Task 2.6 Design Deviation Review

Dudek will assist the City with evaluation of Contractor-proposed design deviations and substitutions, as may be requested or required by City Staff. Dudek will evaluate the proposed design changes relative to consistency with the original design intention. As the extent and nature of Contractor-proposed design deviations are currently

undefined, an allowance is provided for this contract item. Services will be provided at City direction within the available fee allowance.

Task 2.7 Record Drawing Preparation

Dudek will prepare record drawings, in cooperation with City Staff, based on the construction plan markups provided by the Contractor at the completion of construction, to include:

a. Following construction, Dudek will prepare the record drawings.

b. The drawings will be prepared based on field changes and redlines documented by City Staff and the Contractor, and changes resulting from RFIs, clarifications and contract change orders.

c. Dudek will provide electronic files (PDF and AutoCAD) of the revisions. Dudek will provide the files in electronic format only (including PDF and AutoCAD formats) and no hard copies are included. IF printed copies or mylars are required, Dudek will negotiate the fee for provision of these copies/mylars as additional fee items.

Task 2.8 Electrical Inspection Services

Dudek will provide a part-time specialty electrical inspection, startup, and commissioning services to augment the City's Construction Management staff. The electrical inspection is based on an assumed 140 working-days. The city will only be billed for actual hours and days worked.

Fee Estimate

Dudek is respectfully requesting the City's approval of the above changes in the scope of work. The cumulative efforts and fee for our design team to address these changes is summarized in the following table.

	Project Team Role:	QA/QC	Construction Manager	Project Manager	Senior Engineer	Project Engineer	Electrical Engineer	CAD Designer	Admin	TOTAL DUDEK	DUDEK LABOR	OTHER DIRECT	
	Team Member:	Metts	Litzinger	Hawkinson	Robertson	Goldschmidt	Schneider	Dhanens	Kinney				
	Billable Rate :	$330	$215	$275	$270	$200	$300	$200	$155	HOURS	COSTS	COSTS	TOTAL FEE
Task 1	Project Management and Project Status Reporting												
1.1	Project Administration		23	16					12	51	$ 11,205		$ 11,205
	Subtotal Task 1		23	16					12	51	$ 11,205	$ -	$ 11,205
Task 2	Project Construction Meetings												
2.1	Pre-Construction Meeting			8		1	2			11	$ 3,000	$ 600	$ 3,600
2.2	RFIs and Design Clarifications (assume 15 RFIs)	2		8	3	12	10			35	$ 9,070	$ -	$ 9,070
2.3	Shop Drawings & Submittal Reviews (assume 40 Submittals/20 Resubmittals)	2		30	10	90	30			162	$ 38,610	$ -	$ 38,610
2.4	Construction Progress Meetings (virtual meetings + 1 in-person meeting)			20	6	26	13			65	$ 16,220	$ 1,000	$ 17,220
2.5	Change Order Assistance (assume 2 change orders)	2		8			8	12	4	34	$ 8,280	$ -	$ 8,280
2.6	Design Deviation Review	4		4	4	8	12	8		40	$ 10,300	$ -	$ 10,300
2.7	Record Drawing Preparation			4		4	16	32		56	$ 13,100	$ -	$ 13,100
2.8	Special Inspections - Electrical		210							210	$ 45,150	$ -	$ 45,150
	Subtotal Task 2	10	210	82	23	141	91	52	4	613	$ 143,730	$ 1,600	$ 145,330
	Total Non-Optional Hours and Fee	10	233	98	23	141	91	52	16	664	$154,935	$1,600	$ 156,535

Closing

An overview of adjustments to the scope of work and budget for the overall project are summarized in the following table.

Contract Document	Amount	Description
Original Contract	$144,825	-
Amendment #1	+$53,050	NFPA 820 Changes
Amendment #2 (This document)	+$156,535	ESDC + Electrical Inspection

Updated Contract	$354,420	Cumulative change of +$209,595 to original contract.

Thank you for your consideration of this budget amendment request. We are here to discuss any questions or concerns you may have so please do not hesitate to contact me at (510) 636-5640 or shawkinson@dudek.com.

Sincerely,



Sam Hawkinson, P.E.
Project Manager
Dudek

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: Authorize Contract Amendment No. 2 for Engineering Services Task Order for Well #16 Rehabilitation W-54 in an Amount not to Exceed $93,748.50.

STAFF RECOMMENDATION:

Authorize the City Manager to Execute Contract Amendment No. 2 for Engineering Services Task Order for Well #16 Rehabilitation W-54 in an Amount not to Exceed $93,748.50.

BACKGROUND:

The City of Coachella and its Coachella Water Authority (CWA) is responsible for the water service to its residents and customers within its service boundary. The water division of the Utilities Department serves a population of approximately 45,000. Existing land uses consists primarily of single and multi-family homes, but also includes commercial and industrial zones.

CWA has one principal source of water supply, local groundwater pumped from the CWA-owned wells. There are currently six wells within the City's distribution system. The total pumping capacity of active wells is approximately 11,759 gallons per minute (gpm) or 16.5 million gallons per day (MGD).

DISCUSSION/ANALYSIS

Well # 16 was drilled in January 1991, when it was first completed; it had a capacity of approximately 2,650 gallons per minute. The well has a total depth of 730 ft. Since then the capacity has dropped to approximately 1,848 gallons per minute. Recently the well's performance has been concerning. On September 2023 staff worked with South West Pump and Drilling to perform a down-hole video inspection of the well casing.

The video inspection confirmed severe bacteriological growth on the well casing due to the age of the well. Staff recommends the rehabilitation of the well to remove the bacterial growth, scale and debris to unclog the water pathways through the gravel filter pack into the well. The rehabilitation of the well will help improve the efficiency and help reduce excessive velocities in areas that are currently clogged.

On June 2024, Council awarded a professional services contract to Dudek to work with staff to rehabilitate Well #16. City Staff and Dudek reviewed data and performed preliminary rehab to clear off enough scale to conduct a follow up video to determine if the casing retains enough integrity to withstand re-development stress and if further rehabilitation efforts and expenditures are reasonable.

At the end of 2024 a follow up video was performed and a summary of the preliminary rehab results was complete. It was determined that the poly brushing unplugged some of the perforations and removed some scale material, but there are also concerns that the brushing also removed some amount of metal from the casing material. Based on these casing/water quality characteristics and the results of that initial rehab, there is some risk in going with a more aggressive rehabilitation to try to remove more scale, and may not be necessary depending on the results of the pump testing.

On February 12, 2025, City Council approved additional rehabilitation work to establish the pumping capacity of Well 16. During the step test, Well 16 was pumped at increasing flow rates with the last step reaching 838 gallons per minute. Based on well performance and observed drawdown staff concludes that without further chemical and mechanical rehabilitation as proposed by Amendment No. 2 Well 16 will pump 850 – 900 gallons per minute. Staff is aiming to restore Well 16 closer to the capacity recorded in 2008 of 1,850 gallons per minute.

FISCAL IMPACT:

On 06/12/2024, City Council approved City Project W-54 Rehabilitation of Well #16; and appropriated $300,000.00 for FY 24/25. There are enough funds in this FY to cover this request.

ATTACHMENTS:

1. Proposal to Perform Chemical and Mechanical Rehabilitation to Increase Production Rate at Well 16

April 15, 2025

Castulo Estrada
Utilities Manager
City of Coachella
53462 Enterprise Way
Coachella, California 92236

Subject: Proposal to Perform Chemical and Mechanical Rehabilitation to Increase Production Rate at Well 16

Dear Mr. Estrada,

Dudek is pleased to submit this proposal as an amendment to the existing scope of work to the City of Coachella to support the City's Well 16 rehabilitation project and continued well rehabilitation work, informed by the initial data and well performance information that has been collected to date. The goal of the well rehabilitation work scope presented in this proposal is to increase the groundwater production capacity at Well 16.

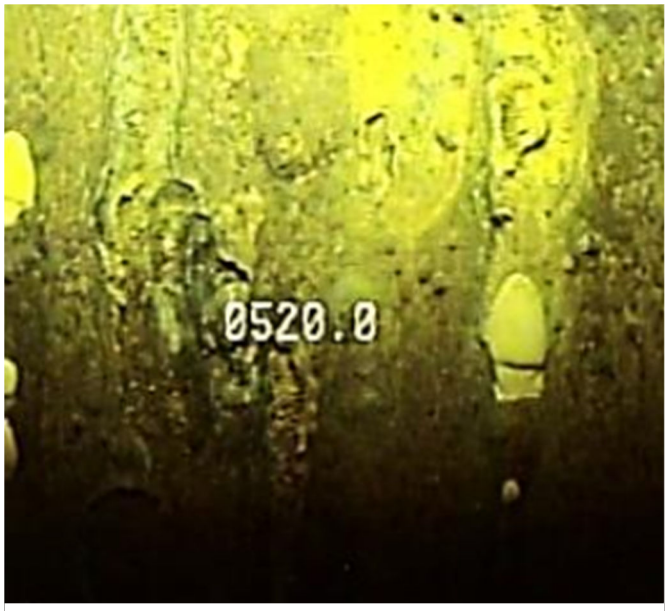


Figure 1: Severe corrosion and encrustation of Well 16 screen, vertical mill slots exhibit plugging and scaling

Based on initial data provided by the City at the start of this Well 16 project, it was apparent that significant corrosion and iron bacteria oxidation has impacted the pumping equipment in Well 16. The City indicated that Well 16 was taken out of service due to customer complaints of entrained air in the groundwater pumped from the well. Dudek and pump contractor L.O. Lynch (Lynch) took an initial approach to this project with the intent to 1) determine the cause of the entrained air issue leading to customer complaints, and 2) determine the current production capacity of Well 16, given the fact that it has been offline for an extended period of time.

To address these two goals, Lynch performed poly-brushing and swabbing in order to clean off a limited amount of screen to allow a downhole video survey a clear view of the well casing and well screen condition. Following the poly-brushing, a downhole video survey was performed on November 11, 2024 to assess the condition of the well casing. Based on the results of the video survey, it was apparent that the well casing is impacted by iron bacteria, incrustation and some degree of corrosion. The vertical mill-slots were observed to be plugged and impacted by incrustation (**Figure 1**). Following the documentation of current well casing and well screen condition, Dudek and Lynch conducted a step-test at Well 16 using a submersible pump and motor with the pump intake set to a depth of 300 feet. During this step test, Well 16 was pumped at increasing flow rates as follows: Step 1 at 348 gallons per minute (gpm); Step 2 at 564 gpm; Step 3 at 726 gpm and Step 4 at 838 gpm.

During this testing, Dudek staff collected frequent groundwater samples to look for the presence of entrained air. *No entrained air was observed in any of the groundwater samples, indicating that the well casing was not causing this issue (as reported by customer complaints). The old pump and drop pipe, which had severe corrosion and holes in the pipe, were likely responsible for this issue.* **Figure 2** shows depicts a sample that had been immediately collected from Well 16 during step-test pumping, documenting the absence of entrained air.



Figure 2: Groundwater Sample Collected During Well 16 Step Test, Showing No Entrained Air

Additionally, Dudek collected water level data during the step-testing using a water level pressure transducer installed above the pump inside the well casing. Using this data, pumping water level and water level drawdown during testing was determined at each of the four pumping steps. The results of the step-test and well efficiency analysis are shown on **Figure 3**. *Based on well performance and observed drawdown at the increasing flow rates, Well 16 can currently sustainably pump 850 to 900 gpm, while maintaining a safe water level above the pump intake set at 300 feet.*

The City provided Dudek with a pump check test performed at Well 16 on October 27, 2008 which indicated that Well 16 yielded 1,850 gpm with 68.1 feet of drawdown. After discussing the previous pumping capacity (1,850 gpm) compared to the existing pumping capacity (850-900 gpm) with the City and consulting with Lynch regarding rehabilitation recommendations, the City has requested Dudek provide a scope and cost to perform additional chemical and mechanical rehabilitation at Well 16 in an effort to increase the current well production capacity. Dudek and Lynch both recommend chemical and mechanical rehabilitation effort to increase well yield, proceeding with caution given the age of the well, the well casing thickness of only 0.25-inches and the presence of iron-reducing bacteria incrustation and scaling in the well.

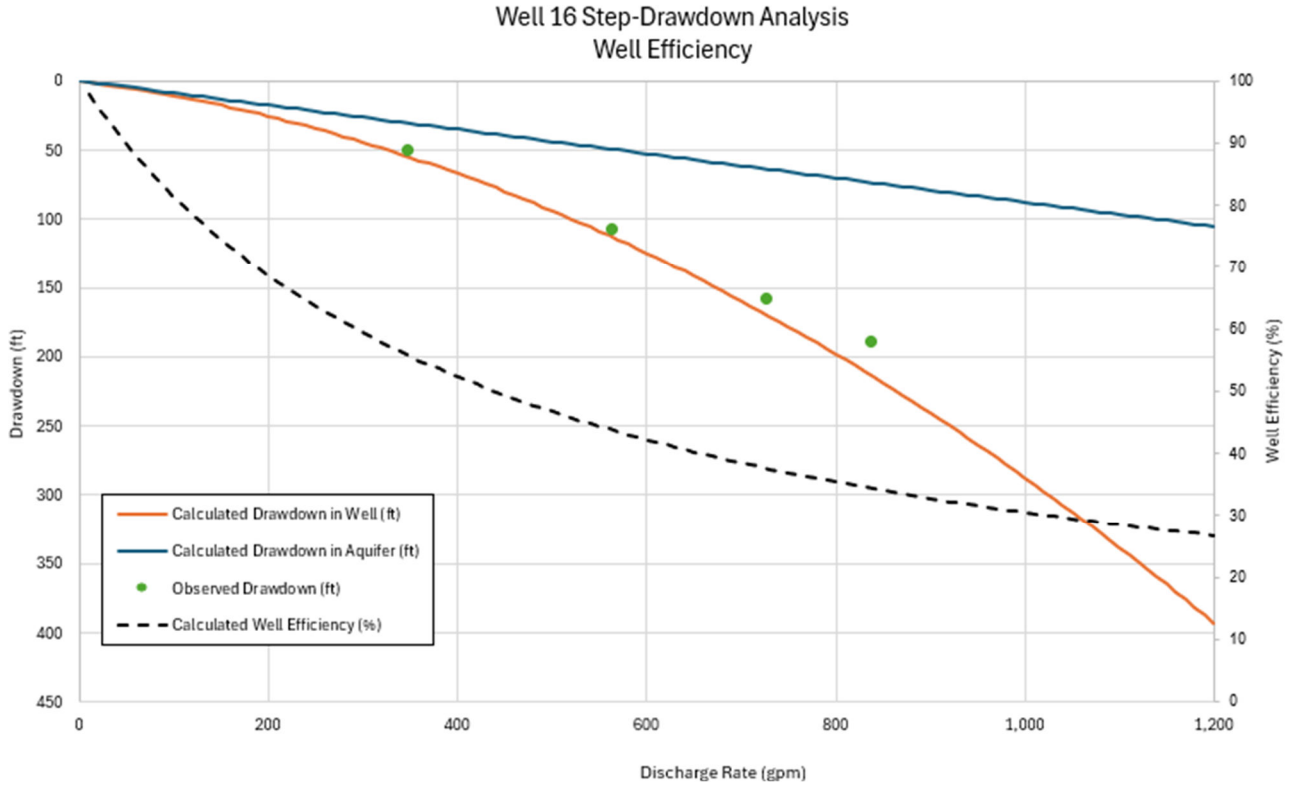


Figure 3: Results of Step-Test at Well 16 Showing Calculated Drawdown and Well Efficiency at Various Pumping Rates

Scope of Work

The original fee for Lynch to perform the work described above, as well as a proposed constant rate test at Well 16 (which was not performed due to the decision to implement additional rehabilitation actions), was $45,920. Since the constant rate test was not performed, a revised invoice was submitted by Lynch totaling $33,500, for a savings of $12,420 on the original fee estimate. The cost estimate provided by Lynch to perform the scope of services summarized below is attached to this proposal for reference.

Task 1: Project Management and Meetings

Dudek will proactively manage the Well 16 rehabilitation activities to complete the scope on schedule and within the approved budget. We will identify project risks that have the potential to delay the project schedule or result in increased project costs. Task 1 work will include the following:

- Preparation of monthly invoices and progress reports.
- Monthly budget tracking and contractor coordination.
- Regular communication between the Dudek project manager, City, and project team.
- Holding Project Meetings to Discuss Rehabilitation Efforts and Progress with the City

Deliverables:

- Meeting agendas in hard copy format for in person meetings and PDF for online meetings.
- Meeting minutes in PDF format for all meetings.

Task 2: Perform Additional Well 16 Rehabilitation Work Including EMDS Casing Survey, Well Chlorination, Chemical Rehab. Using NuWell 220 and Focused Intake Pumping

Dudek will provide part-time field oversight during the additional well development activities performed at Well 16. Based on specific rehab. techniques suitable for this well, developed upon review of available historical data and the recent well condition and performance information described above, a summary of rehabilitation actions to be performed by Lynch are as follows:

- Perform EMDS (i.e. metal loss) downhole geophysical survey
- Perform 1st pass of focused intake pumping
- Inject NW220 dispersant chemicals and swab/disperse throughout well casing and screen
- Extract NW220 chemicals
- Inject 12.5% chlorine solution and swab/disperse throughout well casing and screen
- Extract chlorine
- Mechanical development via focus intake pumping
- Perform step test to determine suitable flow rate for constant rate test
- Perform constant rate test

- Remove test pump

Assumptions:

- Dudek and Contractor will have access to Well 16 at all times.
- Dudek will not be onsite full-time to oversee the work described in this proposal. Dudek staff will be onsite part-time on select days during this well rehabilitation to document progress and spot-check redevelopment work.
- While well rehabilitation will proceed with caution, with City consultation during each step, Dudek and/or Lynch will not be held responsible for any damage to Well 16 as a result of well rehabilitation due to the observed incrustation, corrosion and age of the well.
- Lynch will perform the additional rehabilitation work as a subcontractor amendment under Dudek's existing contract with the City of Coachella. Dudek applies a 15% markup to subcontractors.

The breakdown of the requested amendment to the existing scope of work is summarized below and a breakdown by Task is provided in the Table on the next page:

TOTAL DUDEK COST (INCLUDING TRAVEL).....$13,605.00

TOTAL L.O. LYNCH COST (INCLUDING 15% MARKUP OF ATTACHED LYNCH ESTIMATE).....$92,563.50

TOTAL AMENDMENT AMOUNT..... $106,168.50

Fee

The table below summarizes the anticipated level of effort for each task.

	Project Team Role:	Principal Hydrogeologist (PM)	Sr. Hydrogeologist IV	TOTAL DUDEK STAFF	DUDEK LABOR	SUBCONTRACTOR L.O. LYNCH	DUDEK SUBCONTRACTOR MARKUP	OTHER DIRECT COSTS *	
		K. Ilkhanipour	P. Rentz, S. Dickey	HOURS	COSTS	Fee Based on Lynch Estimate (attached)	15% Markup Amount		TOTAL AMENDMENT FEE
	Billable Rate :	$300	$265						
Task 1	**Project Management and Meetings**								
1.1	Project Management and Project Meetings with City	4	2	6	$ 1,730				$ 1,730
	Subtotal Task 1	**4**	**2**	**6**	**$ 1,730**	**$ -**		**$ -**	**$ 1,730**
Task 2	**Perform Additional Well 16 Rehabilitation Work**								
2.1	EMDS Survey, Chemical and Mechanical Development, Focused Intake Pumping, Step Test and Constant Rate Test	4	36	40	$ 10,740	$ 80,490	$ 12,074	$ 1,135	$ 104,439
	Subtotal Task 2	**4**	**36**	**40**	**$ 10,740**	**$ 80,490**	**$ 12,074**	**$ 1,135**	**$ 104,439**
	Total Dudek + Lynch Amendment Hours and Fee	**8**	**38**	**46**	**$ 12,470.00**	**$ 80,490.00**	**$ 12,073.50**	**$ 1,135.00**	**$ 106,168.50**

Total Fee Not to Exceed.....$106,168.50

Closing

We appreciate the City of Coachella's consideration of the above proposed scope of work. Should you have any questions please reach out to Kayvan Ilkhanipour at 760.479.4129 or kilkhanipour@dudek.com. We look forward to working with the City on this project.

Sincerely,



Kayvan Ilkhanipour, PG No. 8461, CHG No. 948
Principal Hydrogeologist/Project Manager

DUDEK

Pump Estimate

L.O.LYNCH
Quality Wells and Pumps, Inc.
Mud & Air Drilling • Well Cleaning • Repairing • Design • Construction
Contractors License No. 740156
856 W. Seventh St.
San Jacinto, CA 92582
951-654-7724 Toll Free 888-654-7724 Fax 951-654-2060



Date	Estimate #
4/7/2025	21106

Customer Phone	Customer Fax

Ship To

Name / Address

City of Coachella
Castulo Estrada
53990 Enterprise Way
Coachella,CA 92236

Terms

Item	Description	Qty	U/M	Cost	Total
CONDITION4	SCOPE OF WORK TO BE DONE: PRICING LISTED BELOW IS FOR OPTION 1 REHAB INCLUDING EMDS CASING SURVEY AND CHLORINE REHAB			0.00	0.00
	STEP 1 - PERFORM 1ST PASS OF FOCUS PUMPING				
LPS200	LABOR - TO PERFORM STEP 2	1	hr	9,600.00	9,600.00
	STEP 2 - INJECT NW220 CHEMICALS				
LPS200	LABOR - TO PERFORM STEP 4	1	hr	1,980.00	1,980.00
NW220	5 GALLON CLAY DISPERSENT	5	ea	800.00	4,000.00
	STEP 3 - SWAB NW220 INTO WELL SCREEN				
LPS200	LABOR - TO PERFORM STEP 5	1	hr	4,200.00	4,200.00
	STEP 4 - EXTRACT NW220				
LPS200	LABOR - TO PERFORM STEP 6	1	hr	6,400.00	6,400.00
	STEP 5 - INJECT CHLORINE				
LPS200	LABOR - TO PERFORM STEP 7	1	hr	1,980.00	1,980.00
WK-CL-9912-5	5GAL BUCKET OF 12-1/2% CHLORINE	6	ea	375.00	2,250.00
	STEP 6 - SWAB CHEMICALS INTO WELL SCREEN				
LPS200	LABOR - TO PERFORM STEP 8	1	hr	4,200.00	4,200.00
	STEP 7 - MECHANICALLY DEVELOP VIA FOCUS INTAKE PUMPING (PRICING BASED ON 25 HOURS OF MECHANICAL DEVELOPMENT)				
ZONE SPECIFI...	ZONE SPECIFIC FOCUS INTAKE PUMPING	1	ea	20,000.00	20,000.00

THE FOLLOWING APPLIES UNLESS OTHERWISE STATED: Any item not specifically mentioned is not included nor was it intended. Delivery/shipment is estimated and L.O. Lynch is not responsible for delays beyond their reasonable control. Prices DO NOT include special equipment (if required) or freight. This quote is firm for 30 days from above date. L.O. Lynch takes complete and total exception to any requirements, plans and/or specifications not provided to company for review.

Total

Signature

Interest will begin to accrue 10 days after date of Invoice at a rate of 1-1/2% per month. If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fee, costs and expenses incurred in the action or proceeding by the prevailing party.

Pump Estimate

L.O.LYNCH
Quality Wells and Pumps, Inc.
Mud & Air Drilling • Well Cleaning • Repairing • Design • Construction
Contractors License No. 740156
856 W. Seventh St.
San Jacinto, CA 92582
951-654-7724 Toll Free 888-654-7724 Fax 951-654-2060



Date	Estimate #
4/7/2025	21106

Customer Phone	Customer Fax

Ship To

Name / Address

City of Coachella
Castulo Estrada
53990 Enterprise Way
Coachella,CA 92236

Terms

Item	Description	Qty	U/M	Cost	Total
	STEP 8 - SET TEST PUMP FOR CONSTANT RATE TEST				
LPS200	LABOR - TO PERFORM STEP 10	1	hr	3,960.00	3,960.00
	STEP 9 - PERFORM CONSTANT RATE TEST				
LPS200	LABOR - TO PERFORM STEP 11	1	hr	3,960.00	3,960.00
	STEP 10 - PULL TEST PUMP				
LPS200	LABOR - TO PERFORM STEP 12	1	hr	3,960.00	3,960.00
DISCHARGET...	18000 GALLON DISCHARGE TANKS	1	ea	5,500.00	5,500.00
EMDS	ELECTRO-MAGNETIC-DEFECTO-SCOPE (REDUCED RATE)	1	ea	8,500.00	8,500.00
Signature	Please indicate acceptance of this estimate by signing below and returning estimate with payment.			0.00	0.00
PREPAREDBY	Respectfully, Phil Lucas Sales Manager 951-858-0181 plucas@lynchwells.com	1	ea	0.00	0.00

THE FOLLOWING APPLIES UNLESS OTHERWISE STATED: Any item not specifically mentioned is not included nor was it intended. Delivery/shipment is estimated and L.O. Lynch is not responsible for delays beyond their reasonable control. Prices DO NOT include special equipment (if required) or freight. This quote is firm for 30 days from above date. L.O. Lynch takes complete and total exception to any requirements, plans and/or specifications not provided to company for review.

Total $80,490.00

Signature _____

Interest will begin to accrue 10 days after date of Invoice at a rate of 1-1/2% per month. If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fee, costs [illegible] incurred in the action or proceeding by the prevailing party.

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize Interim City Manager to approve Change Order No. 2 for the Multi-Site Energy Improvement Project awarded to Alliance Building Solutions, Inc. for an amount of $145,000 to install an additional 194 street light fixtures (LED) with smart control nodes; authorize allocation from undesignated general funds revenue in the amount of $145,000.

STAFF RECOMMENDATION:

Authorize Interim City Manager to approve Change Order No. 2 for the Multi-Site Energy Improvement Project awarded to Alliance Building Solutions, Inc. for an additional amount of $145,000 to install an additional 194 street light fixtures (LED) with smart control nodes; authorize allocation from undesignated general funds revenue in the amount of $145,000.

BACKGROUND:

On July 26, 2023, the City Council ("Council") of the City of Coachella ("City") adopted Resolution No. 2023-53, approving that certain Contract For Design and Construction of Energy Conservation Measures – Lump Sum (Gov. Code, § 4217, *et seq*.) (Multi-Site Energy Improvement Project) (the "DB Contract") with Alliance Building Solutions, Inc. ("Alliance"). The DB Contract requires Alliance to design and construct several different types of energy conservation measures within the City (collectively, the "City Scope"), including, the following scope of work that the City agreed to construct on behalf of the Coachella Sanitary District ("District") at the Wastewater Treatment Plant: (i) solar photovoltaic panels; and (ii) process optimization improvements (collectively, the "District Scope" and together with the City Scope, the "Project"). The City has proposed to finance the Project, and has obtained a rate lock of 4.344% for the financing from Banc of America Public Capital Corp (the "Lender" or "Bank") which the Bank has agreed to extend through November 9, 2023.

On October 25, 2023, the Council adopted Resolution No. 2023-72 approving the financing for the Project and the execution and delivery of the Equipment Lease/Purchase Agreement and related documents with the Bank. In connection with approval of Resolution No. 2023-72, the Council placed a condition on said resolution directing staff to finance the entire Project, including the District Scope, or alternatively not finance any of the Project.

On November 8, 2023, the City Council approved Resolution No. 2023-72, allowing staff to execute and deliver financing documents to finance the Project without the process optimization improvements at the Wastewater Treatment Plant. The total awarded project improvements with this final adjustment in scope totaled $7,157,601.

On July 24, 2024, the City Council approved Change Order No. 1 approving the upgraded light emitting diode (LED) fixtures to include installation of smart nodes to provide staff real time information if a fixture fails, thus allowing for faster response times by staff for repairs.

DISCUSSION/ANALYSIS:

The Project improvements include energy improvements at the following facilities:

- Bagdouma Park
  - completed
- Rancho Las Flores Park
  - completed
- Public Works Building
  - completed
- Bagdouma Park Community Center
  - completed
- City-wide (street light fixtures upgrades)
  - 90% complete
- 6th Street Decorative Lighting
  - 80% complete
- Civic Center (solar carports)
  - 80% complete
- Wastewater Treatment Plant (solar array).
  - 80% complete

The City-Wide improvements have upgraded city street lights from HPS (high pressure sodium) to LED (light emitting diode) fixtures. These improvements will provide both energy and maintenance operations savings. From the original count acquired in collaboration with IID there are 194 additional city-maintained street lights that require upgraded LED fixtures. Staff is recommending approval of Change Order No. 2, which will allow for upgrades to the remaining 194 street light fixtures to LED (with smart nodes). The additional 194 fixtures, once upgraded, will provide energy, operations and maintenance savings over the next 10-15 years of $145,000.

A public entity is exempted from competitively bidding a public project when the governing body finds that "the nature of the subject of the contract is such that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible." (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 637.) Here, Alliance is already mobilized and performing work on the installation of the lighting fixtures. Bidding the work would not produce an advantage because Alliance is already mobilized; Alliance can install the controls while performing its current work. This produces cost efficiencies that support a finding that there would be no advantage to the City

generated by the City's competitive bidding of the work in the change order and that competitively bidding would be impractical.

FISCAL IMPACT:

The recommended action will require a one-time allocation from undesignated general fund in the amount of $145,000 and will provide long-term energy savings that will make this investment a net-zero cost to the City.

Attachment:
Change Order No. 2

Alliance Building Solutions
12520 High Bluff Drive, Suite 345
San Diego, CA 92130
(213) 247-4613

Change Order #2

City of Coachella

Customer
City of Coachella 53990 Enterprise Way Coachella, CA 92236

Date April 3, 2025

Project	Contact	Presented by:
City of Coachella	Chase White chase@absenergy.com	Alliance Building Solutions

PROJECT	DESCRIPTION	TOTAL
City of Coachella	Installation of an additional (179) 50w and (15) 65w street light fixtures. The (179) 50w fixtrues are located between Zones 9, 11,and 13. The (15) 65w fixtures are located in Zone 13. The total (194) fixtures will also include the new street light nodes.	$ 145,000.00
	TOTAL	**$ 145,000.00**

EXCLUSIONS

Note: This Change Order may be withdrawn if not accepted within 30 days

ACCEPTANCE OF CHANGE ORDER

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date:_____ **Signature:**_____ **Print Name:**_____
Alliance Building Solutions

Date:_____ **Signature:**_____ **Print Name:**_____
City of Coachella

Thank you for your business.

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: Authorize the Refurbishment of Well #12 Booster #3 100 HP Pressure Pump in the Amount not to Exceed $27,786.63.

STAFF RECOMMENDATION:

Authorize the Refurbishment of Well #12 Booster #3 100 HP Pressure Pump in the Amount not to Exceed $27,786.63.

BACKGROUND:

The City of Coachella and its Coachella Water Authority (CWA) is responsible for the water service to its residents and customers within its service boundary. The water division of the Utilities Department serves a population of approximately 45,000. Existing land uses consists primarily of single and multi-family homes, but also includes commercial and industrial zones.

CWA has one principal source of water supply, local groundwater pumped from the CWA-owned wells. There are currently six wells within the City's distribution system. The total pumping capacity of active wells is approximately 11,759 gallons per minute (gpm) or 16.5 million gallons per day (MGD).

DISCUSSION/ANALYSIS

The Well #12 Pumping Plant is critical to the City's ability to provide water to its residents. This plant has a booster station that sustains adequate pressures with the use of three pumps. Department Staff visit every Well Site and Reservoir on a daily basis to record data, inspect sites, and report any concerns.

Earlier this year staff reported concerns regarding Booster #3, noticing possible bearing noises while the pump was running and upon further investigation identifying shaft deflection. Staff concluded that the pump should be disassembled and inspected further.

South West Pump and Drilling, a local pump in drilling company disassembled the pump and provided a report identifying damage and need for repairs. Attached is the report provided by South West Pump.

FISCAL IMPACT:

A request to appropriate $27,786.63 from the reserve balance in the Water Utility Fund and placed in the budget line item for Repair and Maintenance Services (Operations).

ATTACHMENTS:

1. Inspection Report
2. Quote – Recondition Split Case Pump

South West Pump & Drilling, Inc.
53-381 Highway 111
Coachella, CA 92236
Phone (760) 398-3977
Fax (760) 398-2287

March 24, 2025

EMAIL: jchabolla@coachella.org

Jesus Chabolla
Water Superintendent
City of Coachella – Water Division

RE: Well # 12 Facility B3 Pump - 100 HP Pressure Pump - Inspection Report

Initial Inspection:

During the initial job walk, it was observed that metal shavings were present on the side of the bearing, and shaft deflection was noted.

Findings upon Removal:

On the scheduled removal day, it was confirmed that the inner bearing had failed. Upon disassembly, it was determined that the bearing had disintegrated. The failure pattern was consistent with a lack of lubrication, though the bearing appeared to have been recently greased. Other potential contributing factors to the failure include misalignment with the motor.

Damages Identified:

- Inner bearing: Severely damaged
- Brass shaft sleeve: Exhibiting damage from contact with the case
- Wear ring: Showing uneven wear due to bearing failure
- Mechanical seal sleeves: Displaying an inconsistent wear pattern

Upon inspection of the pump, SWP&D has determined that the pump can be reconditioned.

The following pages include photographs and the Materials Needed Report. This pump, originally manufactured in 1988, is no longer available as a complete unit. However, replacement parts for this model are still accessible.

If you should have any questions, or require additional information, please contact us at any time.

Sincerely,

Deena Myrvold

South West Pump & Drilling, Inc.
Deena Myrvold, Inside Sales

MATERIALS NEEDED / RECOMMENDED

FOR REPAIRS

JOB NAME City of Coachella - Water Div.

Well # 12 Facility B3 Pump - 100 HP Pressure Pump

JOB NO.: #25-02-03

DATE: March 21, 2025

DESCRIPTION OF WORK

Remove & Inspect to Quote

DATE	QUANTITY	LIST REPLACEMENT AND / OR ADDITIONAL MATERIAL / PARTS NEEDED	STOCK	NEW
	2	Mechanical Seals		x
	2	Mechanical Seal Glands		x
	1	Shaft Sleeve		x
	1	Shaft Sleeve Keyed		x
	2	Shaft Sleeve O-Ring		x
	2	Set Screws		x
	1	Shaft Sleeve Nut		x
	2	Water Deflector		x
	1	Casing Gasket		x
	2	Bearings		x
	*	Other Misc Supplies Required	x	
	2	Impeller Wear Rings - Material & Labor by SWPD	x	
		(to be fabricated by SWPD machine shop)		

PRINT YOUR NAME HERE

City of Coachella – Water Division

Well # 12 Facility B3 Pump - 100 HP Pressure Pump

















SOUTH WEST PUMP & DRILLING, INC. SINCE 1939
53-381 Highway 111
Coachella
California 92236
Tel: 760.398.3977

Proposal No: P2743
Date: 3/14/2025

Bill To:

City of Coachella Water Div.
Attn: Joann Lopez
53-462 Enterprise Way
Coachella, CA 92236

Jesus Chabolla-Water Super.
jchabolla@coachella.org
Well # 12 Facility B3 Pump
Coachella, CA 92236

Job No: 250203
Customer P. O. Number:

Coachella 8.75%

Description	Extended Price
.	
RE: Well #12 Facility B3 100HP Pressure Pump - Mecca Street & 51st Ave (behind Bogdouma Park) Machine Shop Labor:	
Recondition horizontal split case pressure pump	3,520.00
Machine Shop Labor: Machine new impeller wear rings	1,050.00
Shop Labor: Load tooling and equipment needed. Load pump.	490.00
Prevailing Wage Labor: Mobilize 2 men and service truck to site. Install pump, make connections. Perform start-up procedure. Clean-up site and load up tooling. Demobilize.	5,160.00
Supply materials needed to recondition split case pump	14,484.00
Supply bronze stock for new impeller wear rings	1,306.00
Estimated freight (Estimated Lead Time to Receive Materials is 4-5 Weeks)	395.00
.	

***THIS PROPOSAL DOES NOT INCLUDE WORK ALREADY APPROVED & PERFORMED (# P2736)

** **PROPOSAL GOOD THRU DATE HAS BEEN EXTENDED THROUGH 4/24/25** **

Payment will be required upon completion of the work. If the above referenced estimate and payment terms meet your approval, please sign below and return via email to sales@swpdinc.com

Authorized Signature: _____ Title: _____

Date: _____ Purchase Order No.: _____

Amount: $	26,405.00
Sales Tax: $	1,381.63
Deposit: $	0.00
Total Amount: $	27,786.63

This Estimate is Valid for 30 Days.
****Please Note - By signing this quote, you are authorizing SWPD to dispose of your old equipment**

Thank You For Your Business!

Deluxe® | 1-800-888-6327
Ref No: G745300072

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Castulo Estrada, Utilities Director

SUBJECT: Authorization to File a Notice of Completion for City Project No. W-32 Mesquite Water Consolidation Project

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STAFF RECOMMENDATION:

Accept the City Project No. W-32 Mesquite Water Consolidation Project as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On June 12, 2024, the City of Coachella acted to authorize the City Manager to execute a construction contract with Jacobsson Engineering Construction, Inc. in the amount of $2,136,711.50 plus 10% contingency and appropriation of $200,000.00 from Fund 101 (General Fund) for Construction of the Mesquite Water Consolidation Project Improvements, City Project No. W-32.

City Staff has, in order to maximize funds and be as efficient as possible, requested public bids in accordance with City Standards and in compliance with the California Contract Code, with two companies submitting bids for this project. The Mesquite Water Consolidation Project installed a new water line, water meters, and service lines, providing Mesquite residents with a reliable connection to the City's water system.

DISCUSSION/ANALYSIS:

The City of Coachella secured a Drinking Water State Revolving Fund (DWSRF) grant in the amount of $1,575,100.00 to provide water services to the Mesquite community. The existing on-site private well failed and can no longer provide adequate potable water supply. The Coachella Water Authority (CWA) has provided emergency "temporary" water connection to the Mesquite community while coordinating with the State, Riverside County and Mesquite to develop a permanent connection to its system.

City Staff has inspected the project and found the improvements to be in accordance with the plans, specifications, and applicable standards. Staff recommends the acceptance of this project and that the City Council authorizes the filing of a Notice of Completion. Upon acceptance by City Council, the Project will enter a one-year warranty period as prescribed by the project contract agreement.

FISCAL IMPACT:

No fiscal impact to general fund. Project has been included in the City's approved CIP FY 24/25 budget. Construction contract amount of $2,136,711.50 plus a 10% for contingencies with contract change orders totaling $181,757.00. The project was constructed ahead of schedule and under budget including all quantities for a total of $ 2,318,468.50.

To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee. When Recorded, return to: Delia Granados, Deputy City Clerk City of Coachella 53990 Enterprise Way Coachella, CA 92236	(For Recorders Use)

Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as Mesquite Water Consolidation Project, City Project No. W-32 has been completed and was accepted by the undersigned awarding authority on the date hereof. Mesquite Water Consolidation Project, City Project No. W-32 has been completed and was accepted by the undersigned awarding authority. The Water Consolidation improvements are located within City right-of-way near Jackson Street and Avenue 50 located within the City of Coachella.

The contractor on such work was Jacobsson Engineering Construction, Inc., and the surety on his bond is The Ohio Casualty Insurance Company located at 175 Berkeley St. Boston, MA 02116.

The real property upon which said work was performed is in the City of Coachella, County of Riverside, and State of California.

The nature of the interest of the owner is in fee.

Date: April 23, 2025 (Date of Acceptance)

City of Coachella (Name of Political Subdivision)

Owner Address:
53990 Enterprise Way
Coachella, CA 92236

By:_____
Steven A. Hernandez

Title: Mayor
City of Coachella

State of California)
) ss
County of Riverside)

I hereby certify that I am the Deputy City Clerk of the governing board of the City of Coachella, the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Coachella (City Where Signed), California on _____ (Date)

Delia Granados, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Resolution No. 2025-16 Authorizing a Conditional Loan Commitment for the Sixth Street Senior Apartments Affordable Housing Project for CFD 2005-1 Special Assessment District

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STAFF RECOMMENDATION:

Staff recommends that City Council consider approving Resolution No. 2025-16 authorizing the City to enter into a conditional loan commitment for the Sixth Street Senior CIC, LP Apartments affordable housing project, allowing for the prepayment of special assessments for law enforcement, fire and paramedic services once the development is annexed into Community Facilities District 2005-1.

BACKGROUND:

Chelsea Investment Corporation ("Developer") has obtained site control for a proposed low income housing project with the intention of constructing a 53-unit affordable multifamily development with 4,742 square feet of commercial space, carports and related improvements known as the 6th Street Senior CIC, LP Apartments (the "Project") with expected entitlement in the name of a new entity to be formed conducive to the type of project contemplated ("to be formed entity"). The project includes properties with APNs 778-113-001 and 778-113-002.

The City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance a portion of the cost of providing law enforcement, fire and paramedic services within the CFD. The Project will be annexed into the CFD as a condition of approval, requiring the Developer to pay an annual special assessment in the amount of $1,555.55 per certified dwelling unit per year increasing annually based on the annual adjustment of the Consumer Price Index.

The project will provide a substantial public welfare benefit to the City through the mitigation of housing shortages in the City and State. To make the project financially viable and allow the Developer to facilitate financing arrangements for the project, the developer needs to defer these annual special assessment payments. To defer these special assessments, the developer is asking

the City to enter into a loan and prepayment agreement that will defer the special assessment payments from the project for 55 years. The Full amount of the assessments will be payable at the end of 55 years or sooner if the project is sold or refinanced.

DISCUSSION/ANALYSIS:

The City agrees to enter into a conditional affordable housing loan commitment wherein the City agrees to loan "to be formed entity" funds for the prepayment of special assessments under the following terms:

1. Loan Amount - $8,290,440.63 *
2. Loan Term - 55 years.
3. Interest- 3% simple per annum**.
4. Repayment - in full at end of loan term, sale or refinance.
5. Annual Payments - 50% of residual cash flow***.

*Based on CFD amount for fiscal year 24/25 of $1,555.55 presuming 2% average annual CIP increases. Agreement amount to be updated to reflect current CFD rate at time of project completion. Special assessments exceeding the loan/prepayment amount within the 55-year term will be included in the applicable year levy.

**Interest will be calculated on the accrued unpaid special assessment balance each year.

***Free cash flow will be stipulated in the agreement consistent with standard financial definitions and will specifically exclude any equity items such as but not limited to partnership distributions, profit pay outs, partner guaranteed payments or any other equity/capital distribution as defined by Generally Accepted Accounting Principles. Free cash flows will also specifically exclude reserve balances except for reasonable operating reserves which will not exceed one year of operating expenses as measured by the immediately preceding fiscal year.

With final loan approval subject to the following conditions:

1. The Developer agrees to enter into a concurrent prepayment agreement in the same amount as the loan agreement. Monies received under the affordable housing loan agreement will be directly paid to the City in prepayment of CFD taxes due.

2. The Developer agrees to annex the property into the CFD.

3. The Developer agrees to applicable modification of the CFD to permit a prepayment agreement.

4. The Developer secures all project financing.

5. The Developer obtains all necessary City and other regulatory approvals.

6. The Developer agrees to complete all off-site improvements specified in grant, funding

and City agreements along with related applications and supporting detail documents.

FISCAL IMPACT

The City will not see a direct fiscal impact from these agreements. The City is not currently receiving special assessment revenue from this project and this agreement will defer special assessment payments to the City for a term of 55 years. The annual special assessment payments for all units, using current year rates, is $84,093.03. The City will be deferring these assessments for 55 years under the terms of the agreements receiving a payback of approximately $8,290,440.63 including interest at that time.

ATTACHMENTS:

1. Resolution No. 2025-16
2. Exhibit A - Conditional Loan Commitment Letter

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING A COMMITMENT TO ENTER INTO A CONDITONAL LOAN AGREEMENT TO PREPAY LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES SPECIAL ASSESSMENTS (CFD 2005-1) FOR THE SIXTH STREET SENIOR CIC, LP APARTMENTS AFFORDABLE HOUSING PROJECT

WHEREAS, Chelsea Investment Corporation ("Developer") has obtained site control for a proposed low income housing project with the intention of constructing a 53-unit affordable multifamily development with 4,742 square feet of commercial space, carports and related improvements known as the 6th Street Senior CIC, LP Apartments (the "Project") with expected entitlement in the name of a new entity to be formed conducive to the type of project contemplated ("to be formed entity"). The project includes properties with APNs 778-113-001 and 778-113-002; and

WHEREAS, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and

WHEREAS, the property will be annexed into the CFD as a condition of approval and will be subject to the Special Assessment; and

WHEREAS, the Developer has requested that it be permitted to prepay fifty-five (55) years of the Special Assessments for the Property; and

WHEREAS, the City has agreed to make a loan to the Developer in order to prepay the Special Assessments, and the City and the Developer wish to enter into a loan and prepayment agreement to provide for the terms and conditions upon which the Special Assessments will be prepaid; and

WHEREAS, the Developer needs the City Council to provide a conditional loan commitment (“Commitment”) to enter into these agreements to apply for project financing.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA HEREBY RESOLVES AS FOLLOWS:

SECTION 1 – City Council authorizes the City Manager to enter into a conditional loan commitment with the developer consistent with Exhibit A (Conditional Loan Commitment Letter) with minor modifications as to exact wording and final loan amount (if less than the not to exceed amount) for needed updates and to conform and clarify the letter as needed to facilitate the proper wording of the letter subject to review by the City Attorney.

SECTION 2 - The City Manager is authorized to enter into a prepayment and loan agreement (including a note and deed of trust) consistent with the terms of the conditional loan commitment provided the terms are met by the developer. Agreement wording will be prepared and approved by the City Manager and City Attorney; however, agreement terms will be consistent in all respects with the terms outlined in the conditional loan commitment letter.

PASSED, APPROVED, and **ADOPTED**, this 23rd day of April, 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
City Attorney
BB&K Law

CITY OF COACHELLA
53990 ENTERPRISE WAY, COACHELLA, CA 92236
(760) 398-3502 ▪ WWW.COACHELLA.ORG

Exhibit A

April 15, 2025

6th Street Senior Apartments
Coachella, CA 92236

Subject: CFD Loan Commitment

To Whom It May Concern:

The City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1(the "CFD") and, by Resolution No. 202394 autho1ized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended.

Chelsea Investment Corporation ("Developer") has obtained site control for a proposed low income housing project with the intention of constructing a 53-unit affordable multifamily development with 4,742 square feet of commercial space, carports and related improvements known as the 6th Street Senior Apartments (the "Project") with expected entitlement in the name of a new entity to be formed conducive to the type of project contemplated ("to be formed entity"). The project includes properties with APNs 778-113-001 and 778-113-002.

The City agrees to enter into a conditional affordable housing loan commitment wherein the City agrees to loan "to be formed entity" funds for the prepayment of special assessments under the following terms:

1. Loan Amount - $8,290,440.63 *
2. Loan Term - 55 years.
3. Interest- 3% simple per annum**.
4. Repayment - in full at end of loan term, sale or refinance.
5. Annual Payments - 50% of residual cash flow***.

*Based on CFD amount for fiscal year 24/25 of $1,555.55 presuming 2% average annual CIP increases. Agreement amount to be updated to reflect current CFD rate at time of project completion. Special assessments exceeding the loan/prepayment amount within the 55-year term will be included in the applicable year levy.

**Interest will be calculated on the accrued unpaid special assessment balance each year.

CITY OF COACHELLA
53990 ENTERPRISE WAY, COACHELLA, CA 92236
(760) 398-3502 ▪ WWW.COACHELLA.ORG

***Free cash flow will be stipulated in the agreement consistent with standard financial definitions and will specifically exclude any equity items such as but not limited to partnership distributions, profit pay outs, partner guaranteed payments or any other equity/capital distribution as defined by Generally Accepted Accounting Principles. Free cash flows will also specifically exclude reserve balances except for reasonable operating reserves which will not exceed one year of operating expenses as measured by the immediately preceding fiscal year.

Conditions of Loan Approval:

1. The Developer agrees to enter into a concurrent prepayment agreement in the same amount as the loan agreement. Monies received under the affordable housing loan agreement will be directly paid to the City in prepayment of CFD taxes due.

2. The Developer agrees to annex the property into the CFD.

3. The Developer agrees to applicable modification of the CFD to permit a prepayment agreement.

4. The Developer secures all project financing.

5. The Developer obtains all necessary City and other regulatory approvals.

6. The Developer agrees to complete all off-site improvements specified in grant, funding and City agreements along with related applications and supporting detail documents.

Council of the City of Coachella approved this conditional loan commitment for the above-referenced project at a specially convened meeting on April 23, 2025. This letter shall serve as an enforceable funding commitment for the loan. The loan, totaling $8,290,440.63 will be made as permanent funding for the project.

Should you have any questions, please do not hesitate to contact me at 760-398-3502.

Sincerely,

_____

William B. Pattison, Jr.
Interim City Manager
City of Coachella

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Approve a Sponsorship Request for Greater Palm Springs Restaurant Week to Sponsor the Participation Fees for Restaurants in the City of Coachella

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STAFF RECOMMENDATION:

Staff recommends that City Council consider approving a sponsorship request for Greater Palm Springs Restaurant Week to sponsor the participation fees for 10-20 restaurants in the city of Coachella. The sponsorship amount will depend on the number of restaurants the City Council would like to support *(please refer to the Fiscal Impact section for more detail)*.

BACKGROUND:

To support the local economy, grow visitation, and evolve Greater Palm Springs as a culinary destination, Visit Greater Palm Springs hosts Greater Palm Springs Restaurant Week. The annual event showcases a variety of eateries throughout the nine-city destination during a historically slower time period. VGPS works in partnership with sponsors, cities, and restaurants to promote this event through a fully integrated marketing approach, including paid media, digital media, content strategies, social media, and PR initiatives targeting visitors and the local community. Last year's event featured **101 participating restaurants** across all nine cities of the Coachella Valley. Diners had the option of prix-fixe menus at set price points or, new this year, a special offer from the restaurant exclusive to Greater Palm Springs Restaurant Week. This year, Restaurant Week will take place May 30 – June 8, 2025.

DISCUSSION/ANALYSIS:

A marketing, advertising, and public relations campaign with a media value of over $500,000 will promote Greater Palm Springs Restaurant Week and the participating restaurants throughout the Coachella Valley. The campaign will generate millions of consumer impressions in the local area and in the regional drive markets prior to, during, and following Restaurant Week. Restaurants who register for Greater Palm Springs Restaurant Week will agree to fulfill all obligations of participation including:

- The Restaurant Week menu is priced at one of the event price points, or includes a "special

offer" or "experience" that will be included in the "special offers" category.

- Restaurant Week menu is offered to ALL diners during the registered meal periods over event dates of Friday, May 30 – Sunday, June 8, 2025.

- Menu must be available during normal business hours (breakfast, brunch, lunch and/or dinner).

Greater Palm Springs Restaurant Week will also offer a Summer Eats pass program which will launch immediately following Greater Palm Springs Restaurant Week, June 9 – September 1, 2025. This promotion encourages visitors and locals to dine out all summer long with special offers from restaurants and a chance to win prizes from Visit Greater Palm Springs.

FISCAL IMPACT

The participation fee for restaurants is $400 per restaurant. City staff is recommending that the City Council considers sponsoring anywhere between 10-20 restaurants, if possible. Depending on the number of restaurants the City would like to sponsor, the costs could be:

10 Restaurants $4,000
15 Restaurants $6,000
20 Restaurants $8,000
25 Restaurants $10,000

Funding would come from the General Fund Reserves.

ALTERNATIVES:

1. Approve a Sponsorship Request for Greater Palm Springs Restaurant Week to Sponsor the Participation Fees for Restaurants in the City of Coachella

2. Not approve; provide alternative direction

ATTACHMENT(S):

1. Greater Palm Springs Restaurant Week Participation Kit

GREATER palm springs RESTAURANT WEEK



2025

participation kit

dineGPS.com/register

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Event Information

Greater Palm Springs Restaurant Week is back and better than ever, with more flexibility for restaurants and diners! Kicking off May 30 – June 8, 2025, Greater Palm Springs Restaurant Week gives restaurants the ability to participate with a prix-fixe menu or ANY special offer exclusive to the event, anytime of day.

The Summer Eats pass will launch immediately following Greater Palm Springs Restaurant Week, June 9 – September 1. This promotion encourages visitors and locals to dine out all summer long with special offers from restaurants and a chance to win prizes from Visit Greater Palm Springs.

With these more flexible special offer options, Greater Palm Springs Restaurant Week is open to all restaurants across the Coachella Valley.

2025 EVENT DATES

Friday, May 30 through Sunday, June 8

Why Participate?

Gain new customers

Promote the restaurant

Be part of the local culinary community

Menu Pricing

BREAKFAST/BRUNCH/LUNCH:
2+ items
$15, $25, $35, or special offer

DINNER:
3+ items
$39, $49, $59, or special offer

PARTICIPATION FEE:
$400 per restaurant

REGISTRATION DEADLINE:
Friday, March 28, 2025

Event Information

A marketing, advertising, and public relations campaign with a media value of over $500,000 will promote Greater Palm Springs Restaurant Week and the participating restaurants throughout the Coachella Valley. The campaign will generate millions of consumer impressions in the local area and in the regional drive markets prior to, during, and following Restaurant Week.

Advertising

- Print, digital, outdoor, television, and email

Promotional Benefits

DINEGPS WEBSITE

- Features participating restaurants with photos, logo, description, address, phone, and menus

EVENT LOGOS + CREATIVE

- For use on restaurant websites, menus, and social media channels

PROMOTIONAL ITEMS

- Check stuffers, table tents, window clings, and event poster

ENHANCED WEBSITE LISTING

- Participating restaurants receive an enhanced listing that runs on visitgreaterpalmsprings.com all year long

LISTING IN THE GUIDE

- Your 20-word listing description in the directory of the monthly THE GUIDE magazine from Palm Springs life for 1 year.

Public Relations

FEATURE STORIES

- Highlight the event, participating restaurants, and cities throughout Greater Palm Springs

PR CAMPAIGN

- Targets local and regional media

PRESS RELEASES

- Spotlighting Greater Palm Springs Restaurant Week, to be distributed in local and visitor markets

SOCIAL MEDIA / INFLUENCERS

- Consumer engagement on X, TikTok, Facebook, and Instagram

EXCLUSIVE PARTNER NETWORK

- Invitations to business networking events sponsored by Visit Greater Palm Springs (VGPS) including VGPS orientations and mixers, marketing bootcamps, and special events exclusively for partners

COMMUNICATIONS + MEDIA OPPORTUNITIES

- Partner emails with the latest partner news, as well as opportunities to participate in FAM tours, trade shows, sales events, and marketing co-ops

EXTRANET ACCESS

- Login credentials to the VGPS Partner Extranet with access to post special offers and events, group and meeting planner referrals, and updates to your restaurant website listing

Visit Greater Palm Springs Benefits

SUMMER EATS PASS
dine. save. chill.

Maximize Your Benefits With the Summer Eats Pass

The Summer Eats Pass follows Greater Palm Springs Restaurant Week and lasts through Labor Day Weekend, offering diners a variety of specials, fixed menus, and incentivizing check-ins at restaurants across the valley for a chance to win weekly prizes.

COST

- Free (Restaurants that participate in Restaurant Week receive priority placement on the mobile pass)

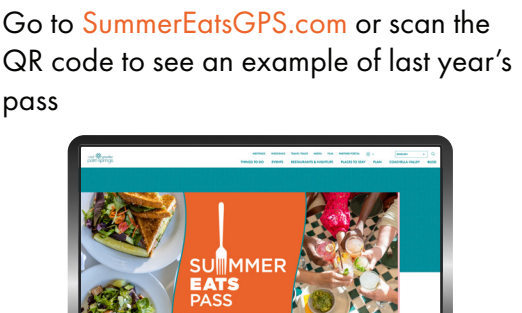
OFFERS

- Percentage or $ of discount, prix fix menu, happy hour special or other deal

CHECK-IN

- Sign up as a check-in location with no special offer required

Go to SummerEatsGPS.com or scan the QR code to see an example of last year's pass



Menu Information

TIPS FOR A SUCCESSFUL GREATER PALM SPRINGS RESTAURANT WEEK EVENT

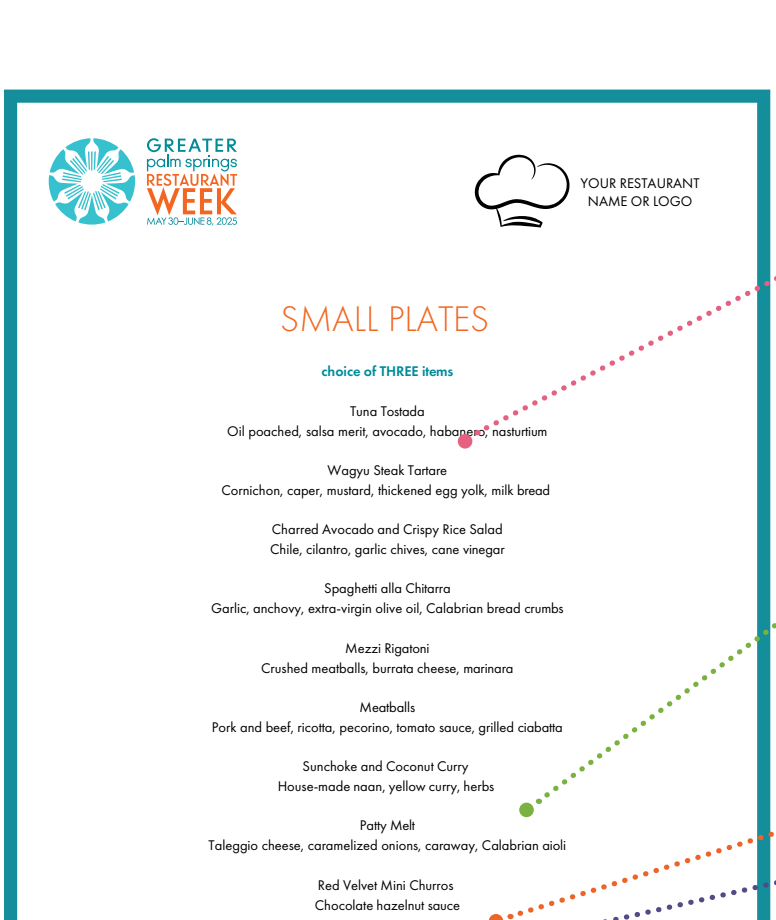
Menu needs to be robust and of good value.

Menu should provide value to diners.

Improve word-of-mouth by showcasing your best dishes.

Be creative and descriptive of menu items.

Use Instagram, TikTok, Facebook, and X to promote your menu.



Sample Menu

UPSELL

Offer a wine/beverage pairing or special cocktail with each course.

UPSELL

Offer supplemental dishes at an additional price.

INCLUDE

Give diners a choice of a beverage or dessert.

GREATER palm springs RESTAURANT WEEK MAY 30–JUNE 8, 2025

YOUR RESTAURANT NAME OR LOGO

SPECIAL OFFER
RESTAURANT WEEK ONLY

5-Course Wine Pairing Dinner

$125 per person

Prosciutto E Piselli, Prosciutto, Pea and Lemon Vinaigrette, Olive Oil
WINE PAIRING: Col Solivo Prosecco NV (Italy)

Tuna Crudo, Pickled Apple, Sesame, Coconut
WINE PAIRING: Linard Gontier Brut NV (Champagne, France)

MonkFish, Potato, Red Pepper, Pan Juices
WINE PAIRING: Villiera Tradition Brut Cap Classique NV (South Africa)

Pork Tenderloin "Milanese" Pancetta, Rapini, Lemon Hollandaise
WINE PAIRING: Faire La Fete Cremant de Limoux Brut Rose (France)

Flexible Ganache, Chocolate Tuile, Guava Curd, Nougat
WINE PAIRING: Rocaforte Lambrusco NV (Italy)

Sample Menu

GREATER palm springs RESTAURANT WEEK MAY 30–JUNE 8, 2025

YOUR RESTAURANT NAME OR LOGO

LUNCH

starter: choice of

Soup Du Jour
Please ask your server for today's special or

Green Market Salad
Local greens, crispy scallops, walnuts, goat cheese and Meyer lemon vinaigrette or

Salt & Pepper Calamari
Jalapeno, shallots, cucumber, five spice and ginger aioli

entree: choice of

Chopped Cobb Salad
Organic mixed greens, grilled chicken, avocado, blue cheese, bacon, green onions, tomato, hard boiled egg and white balsamic vinaigrette or

House Burger
Ground beef mixed with garlic & rosemary, topped with feta, lettuce, tomato and red onion served on a toasted bun or

Grilled Vegetable Spaghetti
Seasonal roasted vegetables tossed with pine nuts, roasted saffron marinara over spaghetti and topped with fresh basil

supplemental dessert $5

Chocolate Cake
Hazelnut ice cream, caramel and chocolate sauce or

Ginger Mojito
Bacardi rum, fresh mint, ginger, and fresh lime juice

$15/PERSON | NOT INCLUDING TAX AND GRATUITY

Sample Menu

GREATER palm springs RESTAURANT WEEK MAY 30–JUNE 8, 2025

YOUR RESTAURANT NAME OR LOGO

DINNER

starter: choice of

Young Romaine Salad
Lemon caper dressing, shaved Parmesan, sourdough crouton
La Marca Prosecco $9 or

Roasted Tomato and Basil Soup Fresh herbs, Gorgonzola cheese and garlic crostini
Chateau St. Jean Fume Blanc, Sonoma County, 2009 $10 or

Crab Cake Celery salad and remoulade sauce
Meliora Chardonnay, Santa Rita Hills, CA 2011, $12

entree: choice of

Pan-Sauteed Maine Diver Scallops
Confit fingerling potatoes, hazelnut brown butter and mache salad
Schafer-Frohlich Medium Dry Nahe Riesling, 2010 $10 or

Roasted Jidori Chicken Garden ragout of sweet white corn, petite green peas, pearl onions baby red potatoes, carrots and roasted chicken jus
Chateau Monbousquet White, Bordeaux, 2004 $12

supplemental dish

Duo of Prime New York steak and lobster tail $19
Stuffed tortellini, sauce Bordelaise and horseradish potato puree

choice of

Glass of House Wine or Draft Beer or
Molten Chocolate Cake or
Dulce Leche Crème Brulee

$39/PERSON | NOT INCLUDING TAX AND GRATUITY

Sample Menu

GREATER palm springs RESTAURANT WEEK MAY 30–JUNE 8, 2025

YOUR RESTAURANT NAME OR LOGO

SMALL PLATES

choice of THREE items

Tuna Tostada
Oil poached, salsa merit, avocado, habanero, nasturtium

Wagyu Steak Tartare
Cornichon, caper, mustard, thickened egg yolk, milk bread

Charred Avocado and Crispy Rice Salad
Chile, cilantro, garlic chives, cane vinegar

Spaghetti alla Chitarra
Garlic, anchovy, extra-virgin olive oil, Calabrian bread crumbs

Mezzi Rigatoni
Crushed meatballs, burrata cheese, marinara

Meatballs
Pork and beef, ricotta, pecorino, tomato sauce, grilled ciabatta

Sunchoke and Coconut Curry
House-made naan, yellow curry, herbs

Patty Melt
Taleggio cheese, caramelized onions, caraway, Calabrian aioli

Red Velvet Mini Churros
Chocolate hazelnut sauce

Layered Chocolate Buttermilk Cake
Vanilla bean buttercream, dark chocolate fudge

Glass of Pinot Grigio, Rosé or Pinot Noir

$39/PERSON | NOT INCLUDING TAX AND GRATUITY

Sample Menu

Event Guidelines

Greater Palm Springs Restaurant Week is an ideal time to showcase what your restaurant does best. We want diners to have a great experience that is consistent and memorable over the 10-day event.

BY REGISTERING FOR GREATER PALM SPRINGS RESTAURANT WEEK, YOU AGREE TO FULFILL ALL OBLIGATIONS OF PARTICIPATION INCLUDING:

- The Restaurant Week menu is priced at one of the event price points, or includes a "special offer" or "experience" that will be included in the "special offers" category.
- Restaurant Week menu is offered to ALL diners during the registered meal periods over event dates of Friday, May 30 – Sunday, June 8, 2025.
- Menu must be available during normal business hours (breakfast, brunch, lunch and/or dinner).

EXAMPLES OF SPECIAL OFFERS FOR RESTAURANT WEEK COULD INCLUDE:

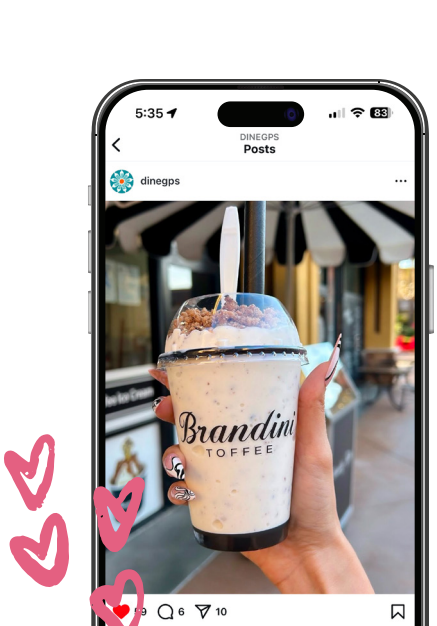
- Your choice of free appetizer with purchase of 2 entrées
- Half-off wine all week long
- Happy hour menu all night (include items and prices)
- Special wine or spirits pairing dinner (include price)
- $5 Breakfast Special (list $5 items)

Social Media Tips

We are thrilled to have your restaurant participating in Greater Palm Springs Restaurant Week, and we are happy to share our tips on how to use social media to get diners excited about your restaurant. Social media is influencing where people eat every day, and it's one of the most effective platforms to get the word out that your restaurant is involved in Restaurant Week.

Connect to Greater Palm Springs Restaurant Week: @dinegps

GENERAL TIPS



- Create a consistent voice for your restaurant.
- Be conversational and creative in your copy.
- Tag all your social posts #dineGPS and @dineGPS.
- Engage with your followers by re-posting, and responding to comments.
- Collaborate with influencers to share their experience at your restaurant with their followers.
- Make all social handles easily accessible in your restaurant and on menus, so diners can easily share their experience.
- Stay active on social media before and during Restaurant Week.
- Post regularly on a schedule that keeps the restaurant top-of-mind.
- Post beautiful shots of your Restaurant Week dishes and drinks.

Photo Tips for Social Media

RESOLUTION

Higher quality images are always preferred on social media.

FACEBOOK: Feed/ad: 1200x628px
Story: 1080x1920px
Event: 1920x1080px

INSTAGRAM: Standard: 1080x1080px
Story: 1080x1920px

X: Feed: 1024x512px

TIKTOK: HD Video: 1080x1920px

COMPOSITION

Make the image about the subject: Props are welcome, but don't let them take over an image.



- Start with the subject and then consider what more to add to give the photograph more action.
- Double check that everything in the frame is what you intend to photograph.
- Remove extras like dirty silverware, napkins, brand labels, etc.



- Fill the frame: Make the most of the space that you have with the subject.
- Try different angles: Depending on the subject, it might photograph best above or to the side.
- Don't be afraid to get in odd positions for the right shot, holding the subject in the air or crouching on the ground.



- Consider backgrounds and look around for other places to put your subject to match the aesthetic.
- Do not use zoom features to compose an image as it will likely come out pixelated; always move yourself to get your lens closer to the subject or crop the photo later.

LIGHTING

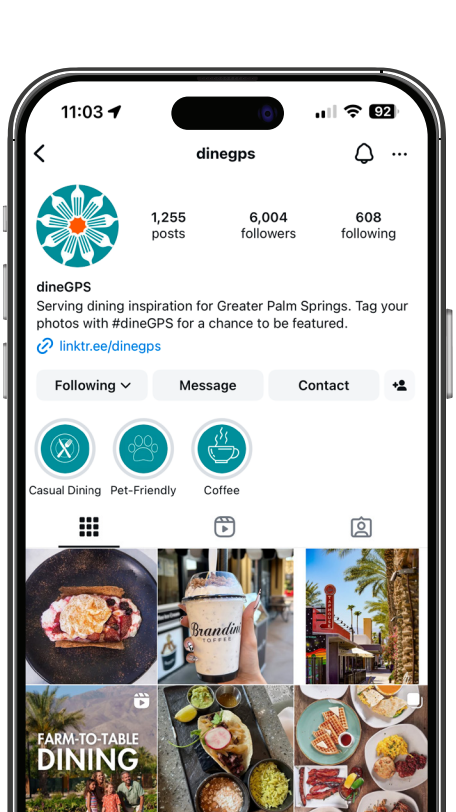
Good lighting will make a subject more appealing.

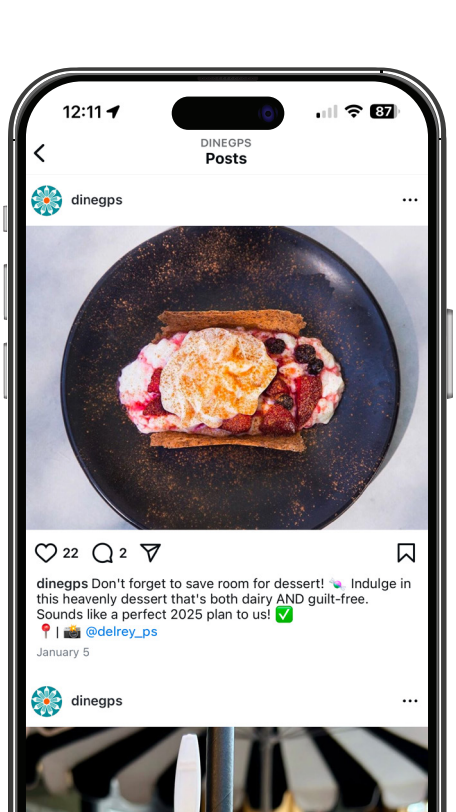


- Use natural light when possible.
- When using a smartphone, simply use night mode photography settings.
- Do not use flash; it will create harsh highlights and deep shadows.

Instagram

Update your Instagram profile to include key information about your restaurant: address, hours of operation, and link to your Restaurant Week menu. Share great food photos of your Restaurant Week dishes leading up to and during the event. Use Instagram Stories to bring your photos to life with exclusive content. Don't forget you can tag @dineGPS in your stories, too. Use the #dineGPS hashtag in your posts for a chance to be regrammed by Visit GPS. Add other hashtags to help consumers find your posts.

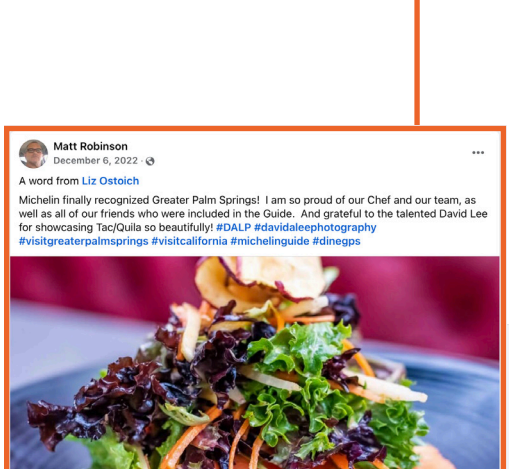


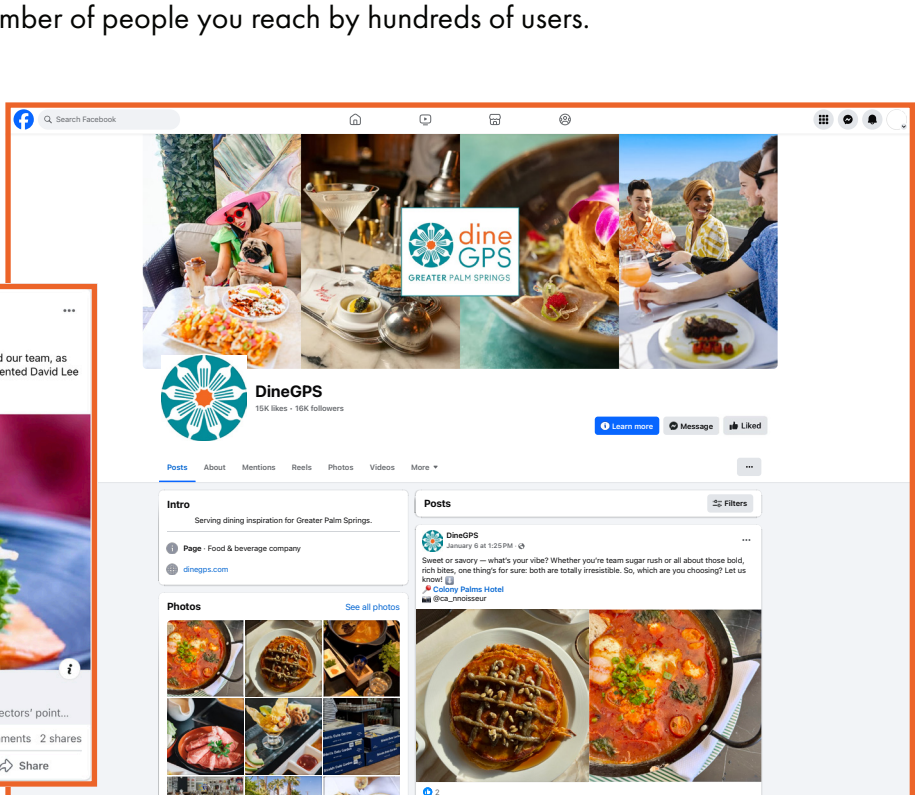


Facebook

Create a voice for your restaurant that will be the voice you use on Facebook. Remember that Facebook (and social media in general) works best when your tone is more conversational and less salesy.

- Post a link to your Restaurant Week menu on Facebook.
- Share photos of your featured dishes and the unique ambiance of your restaurant. Remember, Restaurant Week is about more than just your delicious food—it's about the full dining experience.
- Use Facebook Live and videos to share behind-the-scenes content featuring your chef, dish preparation, recipes, etc.
- Share links to articles that your restaurant is featured in.
- Consider setting aside a small portion of your monthly marketing budget for boosting posts on Facebook. Boosting a post for just $5 can increase the number of people you reach by hundreds of users.

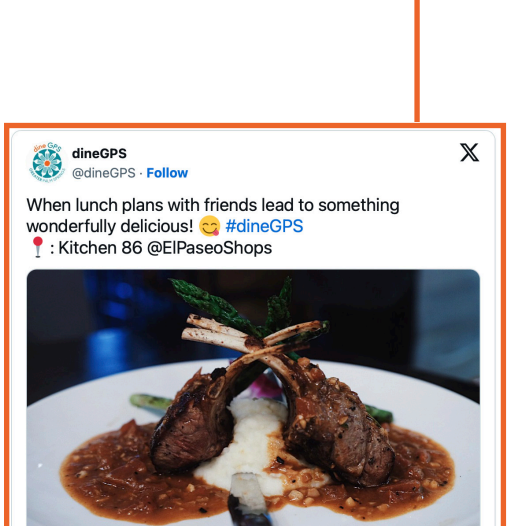


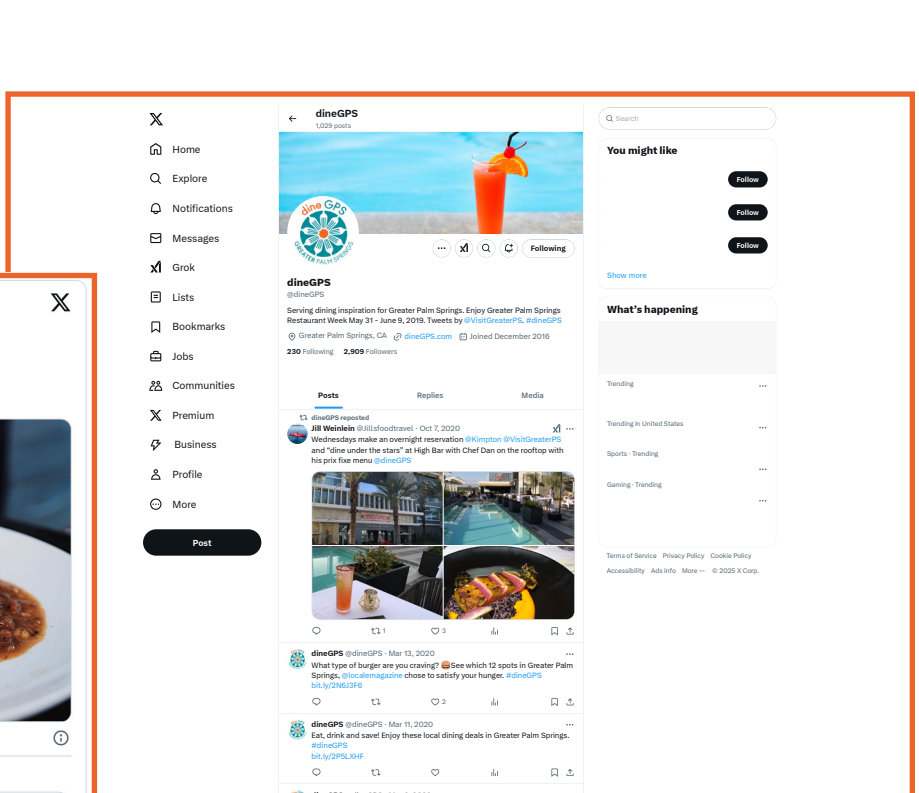


X

Share the excitement about what's happening now in preparation for Restaurant Week as a newsfeed. X is the ideal place to build a sense of urgency around booking a reservation or making a dining decision.

- Share a link to your Restaurant Week menu — we like to use bitly.com to shorten post links.
- Tag your posts with @dineGPS or #DineGPS for an opportunity to be re-posted by the @dineGPS account.
- Share special events, menus, and photos leading up to Restaurant Week.
- Use hashtags to help your content get found. In addition to #dineGPS, you can use #findyouroasis, and #visitgreaterps to connect with Visit GPS. Also try experimenting with popular hashtags like #dineGPS25, #dineGPSfoodie, #restaurantweek, #foodlover, #foodbloggers, #foodiegram, #foodislife and more.





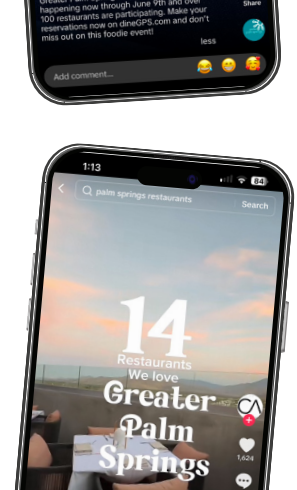
TikTok

TikTok is another great tool to grow your customer base. Here's some tips for engaging new diners on TikTok:

- Give a TikTok tour of your restaurant and introduce your staff. There's a lot more to making a great restaurant than just slinging Instagrammable food and drinks. Bring your customers on tours of your business. Introduce an employee, greet a fresh-arriving shipment of food, or show the behind-the-scenes preparation for a special event or party.
- Debut your Restaurant Week Menu and other new specials on TikTok. Besides being an interactive way to really show off what you're serving, it can also act as a way to draw in diners who may not have made dinner plans yet.



- Tap into your customers' finest moments. Great food and solid service may be what keeps a business running, but customers add their own dimension that becomes part of your restaurant's personality. Take advantage of a genuinely happy moment — a proposal, a birthday party, or just happy friends enjoying each other's company — and share it with your fans. You'll show that you care about the people coming to eat with you.
- Show off what makes your kitchen or your process unique. TikTok didn't invent the "how it's made" video, but it has made them crazy-popular. As a restaurant, you're in a perfect position to use the platform to give a behind-the-scenes look at what goes into making your best dishes. Do you use a weird machine that no one has in their home kitchens? Fire it up and show it off! If your food has an interesting backstory, let your customers get excited to see it for themselves.



- Teach your TikTok audience a recipe or technique. People love learning. They love food. And you know more about food than they do. So figure out how to teach your customers a thing or two. When it comes to easy, rinse-and-repeat TikTok ideas for restaurants, it doesn't get much better than recipes and tutorials. It could be specific pointers on how you cook your fish, or the right way to eyeball a classic Manhattan.

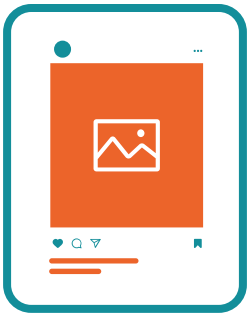
Event Tips

Bounceback incentives are a great way to keep the momentum going after Restaurant Week. Here are a few ideas to keep them coming back for more.





Give Greater Palm Springs Restaurant Week diners an exclusive discount card that can be redeemed after Restaurant Week is over. Print business-card size using an online printing site.



Diners who "like" your restaurant on Facebook, or post on Instagram about their meal during Restaurant Week get a special discount card for a future visit.



Diners who bring in their receipt from Restaurant Week at a later date can get a free appetizer or discount off their meal.



Have your staff remind patrons that if they return on their birthday, they'll receive a free entrée, drink, or a discount off their meal.

GREATER palm springs RESTAURANT WEEK

MAY 30–JUNE 8, 2025



dine GPS

GREATER PALM SPRINGS

dineGPS.com/register

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize an Appropriation in the Amount of $4,500 to Secure the Venue for the 2025 Coachella Agricultural Summit and Appoint a Councilmember to the Agricultural Summit Ad-Hoc Committee

---

STAFF RECOMMENDATION:

Staff recommends that the City Council considers authorizing an appropriation in the amount of $4,500 to secure the venue location for the 2025 Coachella Agricultural Summit and appoint a Councilmember to the Agricultural Summit Ad-Hoc Committee. The venue location is Rancho 51 Date Gardens.



BACKGROUND:

Previously, staff brought the concept of a Coachella Agricultural Summit to the Economic Development and Planning Subcommittee on July 11, 2024. Staff then requested authorization from the City Council on September 11, 2024 to form an Ad-Hoc Committee and appoint a councilmember to the committee. Councilmember Stephanie Virgen was appointed to the

committee. Then, at the April 9, 2025 City Council meeting, Councilmember Virgen removed herself from the committee and asked that a new councilmember be assigned to the Agricultural Summit Ad-Hoc Committee instead.

DISCUSSION/ANALYSIS:

Agriculture has long been a cornerstone of Coachella's economy and cultural heritage. The city's agricultural sector plays a vital role in sustaining the local food system, providing employment, and contributing to the city's overall economic health. However, the sector faces various challenges, including water management issues, evolving market demands, and the need for innovative agricultural practices. To ensure the sustainability and growth of the agricultural industry, it is crucial to bring together all relevant stakeholders to discuss current challenges, share knowledge, and develop strategies to strengthen the local food system. The City of Coachella once convened the 'Ag Summit' in the late 1990s through the early 2000s at Anthony Vineyards and convened farmers, educational institutions, elected officials, and other stakeholders. The proposed Agricultural Summit will serve as a platform for these discussions and will help identify actionable solutions to support the agricultural industry's future success. In collaboration with Coachella Blue Zone efforts, the summit would explore the intersection between agriculture and health, highlighting how local food production can contribute to better health outcomes for residents.

Ad-Hoc Committee

In order to plan this effort, an Ad-Hoc Committee was formed and meets monthly with the following members:

- City of Coachella Councilmember
- Janell Percy, Growing Coachella Valley
- Juan de Lara, former Coachella Mayor and original Ag Summit organizer
- Office of County Supervisor V. Manuel Perez representative
- Hidden Harvest representative, nonprofit
- Temalpakh Farms, Augustine Band of Cahuilla Indians
- Riverside County Office of Nutrition and Health Promotion representative
- Coachella Valley Unified School District representative
- Coachella Valley Water District
- Blue Zones Executive Director and team
- Riverside University Health System
- City staff

The Ad-Hoc Committee has been discussing thematic summit track opportunities that include: agricultural issues, agricultural research, food security, farm-to-table initiatives, regenerative and urban agriculture, labor and workforce development, marketing and branding of local produce, and agritourism. Additional topics of discussion include the estimated costs of organizing the Agricultural Summit such as venue costs, logistics, marketing, speakers, sponsorship, registration fees and contributions from local businesses and organizations.

General Plan Consistency

Sustainability and Natural Environment Element

Goal 5 Agricultural Preservation

- Agricultural Economy - Maintain and support a viable agricultural economy within the City that recognizes the community's agricultural heritage.
- Agricultural Preservation and Preservation Tools
- Water-efficient agriculture
- Right to Farm - Support the right of existing farms to continue operations.
- Farmworker Housing

Implementation Actions:

- Agriculture education park (#7)
- Right to Farm Ordinance (# 8)

Community Health and Wellness Element

Goal 5 Local Food System

- Local food production
- Farmer's markets
- Community gardens
- Edible school yards
- Zoning for small scale food production
- Community kitchens

Goal 6 Healthy Food Access

- Healthy food retail
- Food Access
- Elimination of hunger
- Nutrition Education
- School food

Implementation Actions:

- Edible landscapes (#21)
- Community garden and composting education (#22)
- Gardening tools and resources (#23)
- Emergency Food (#24)

FISCAL IMPACT:

Appropriation for this request would come from the General Fund Reserves. The venue location cost is $4,500 for Rancho 51 Date Gardens.

ALTERNATIVES:

1. Authorize an Appropriation in the Amount of $4,500 to Secure the Venue for the 2025 Coachella Agricultural Summit Venue and Appoint a new Councilmember to the Agricultural Summit Ad-Hoc Committee

2. Not approve.

ATTACHMENT(S):

None.

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Bill Pattison, Interim City Manager

SUBJECT: Removal of a Special Assessment Lien Imposed on Property Located at 86011 Las Flores Avenue.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the removal of the lien imposed on the property located at 86011 Las Flores Ave (APN 763-053-001-1) that was imposed as a special assessment for unpaid nuisance abatement costs.

BACKGROUND:

On July 26, 2017, the City Council adopted Resolution No. 2017-45, establishing a special assessment lien against the property located at 86011 Las Flores Avenue for unpaid nuisance abatement costs. A special assessment total of $18,520.00 was levied against the property to recover the City's costs. Silver and Wright, LLP assisted the City in the legal cost recovery process.

DISCUSSION/ANALYSIS:

Relieving the lien from the property is a City initiated action based upon prior criminal actions Silver and Wrights has taken against private properties. Relieving the lien will assist the property owner from foreclosure due to delinquent and defaulted taxes. The owner has demonstrated good faith in maintaining the property free of further violations. Staff has determined that relieving the lien will serve the public interest by reducing a financial burden on the property owner.

FISCAL IMPACT:

The total cost incurred by the City for the abatement was $18,520.00. Relieving the lien would result in foregoing recovery of those costs.

ALTERNATIVE(S):

1) Authorize the City Manager to relieve the lien recorded against the property located at 86011 Las Flores Avenue.

2) Not authorize the City Manager to relieve the lien recorded against the property.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative 1.

Attachments:

1. Nuisance Abatement Cost Recovery
2. Special Assessment Recording

SILVER & WRIGHT LLP
Attorneys at Law
IRVINE | INLAND EMPIRE | BAY AREA | SACRAMENTO

Curtis R. Wright
CWright@SilverWrightLaw.com
3350 Shelby Street, Suite 250
Ontario, California 91764
909-833-5420

EXHIBIT A

To: Coachella City Council

From: Curtis R. Wright, *Coachella City Prosecutor*

Date: July 13, 2017

Subject: Nuisance Abatement Cost Recovery

Owner Name	Property Address	APN	Code Enforcement Case Number	Special Assessment Amount
Marjorie Sansom	N/A	778-093-008-0	2015-400	$39,280.77
Juan Alvarado	84411 Avenida Florabunda, Coachella, California 92236	603-530-004	2015-371	$7,794.17
Delfino Rivera and Andrea Rivera	48482 Red Mountain, Coachella, California 92236	612-571-021-7	2015-331	$6,650.52
Tony Julio Sanchez and Lydia Sanchez	86011 Las Flores Avenue, Coachella, California 92236	763-053-001-1	2014-140	$18,520.00

OFFICE OF THE TREASURER-TAX COLLECTOR
RIVERSIDE COUNTY, CALIFORNIA

BACK ACCOUNT SUMMARY

Tax Year 2017

PARCEL NUMBER	GEO PARCEL #	LAST UPDATE
763053001	763053001	4/9/2025 12:08:06 PM

Assessment Data

Description	Value
Net Taxable Value	$41,698.00

Exemptions

No Tax Exemptions Records Found

Taxing Agencies

Tax Payment Distribution
For information regarding these charges please contact the Taxing Agency directly at the numbers listed here.

General Purpose			
Taxing Authority	**Phone**	**Net Rate**	**Net Tax**
01-0000-GP GENERAL PURPOSE	See Phone List	1.0000000000 %	$416.98
Fund Type Total		**1.0000000000 %**	**$416.98**
Debt			
Taxing Authority	**Phone**	**Net Rate**	**Net Tax**
04-4821-D CV WATER DISTRICT STATE WTR PROJ	See Phone List	0.1000000000 %	$41.70
03-1601-D COACHELLA VALLEY UNIFIED SCHOOL	See Phone List	0.1760900000 %	$73.42
03-9001-D DESERT COMMUNITY COLLEGE	See Phone List	0.0403000000 %	$16.80
Fund Type Total		**0.3163900000 %**	**$131.92**
Special Assessment			
Taxing Authority	**Phone**	**Net Rate**	**Net Tax**
68-0085-FC COACHELLA NUISANCE ABATEMENT *	See Phone List	NA	$18,520.00 *
68-1007-FC COACHELLA REFUSE COLLECTION FUND	See Phone List	NA	$246.00
68-2240-FC USER UTILITY TAX CHARGE	See Phone List	NA	$12.30
68-2241-FC COACHELLA SANITARY SEWER	See Phone List	NA	$501.72
68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA	See Phone List	NA	$10.20
68-4612-FC AD COACHELLA VALLEY RC/PK 93-1	See Phone List	NA	$9.90
Fund Type Total			**$19,300.12**
Total		**1.31639 %**	**$19,849.02**

NOTE: Tax Authority Districts 28-5251, 28-5275 and 28-5291 are applied to the land value only.

Payments

TAX YEAR	BILL NUMBER	PMT TYPE	RECEIPT NUMBER	AMOUNT PAID	LAST PAID
2017	2017763053001	Payment	B23.840311	$64.16	6/30/2023
2017	2017763053001	Payment	B23.840311	$3,032.72	6/30/2023
2017	2017763053001	Payment	B23.840311	$4,881.72	6/30/2023
2017	2017763053001	Payment	B23.840311	$0.00	4/9/2025
2017	2017763053001	Payment	B23.840311	$0.00	4/9/2025

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Ryan Guiboa, City Attorney

SUBJECT: Discuss and Provide Direction to Staff on Possible Revisions to the "City of Coachella City Council Policies, Rules, and Procedures" Pertaining to the Order of Business and Public Comment on Non-Agenda Items

---

RECOMMENDED ACTION:

Staff recommends that the City Council discuss and provide direction on possible revisions to the "City of Coachella City Council Policies, Rules, and Procedures" pertaining to the order of business. Specifically, Staff seeks direction on possible revisions that would amend the order of business as it pertains to the public comment period on non-agenda items at City Council meetings.

BACKGROUND:

In May 2019, the City Council adopted Resolution No. 2019-34, which, in addition to amending the order of business pertaining to the approval of the agenda, established that in the event a City Council meeting extends beyond 8:00 p.m. and the time for public comment on non-agenda items had not been heard, it would be moved up and become the next agenda item.

Under the current order of business, non-agenda public comment is listed as Item No. 15 on the City Council's Order of Business. As a result, members of the public wishing to speak on matters not listed on the agenda may face extended wait times before being given the opportunity to address the City Council.

Staff recommends that the City Council provide direction on possible revisions to the "City Council Policies, Rules, and Procedures" that would amend the order of business and potential timing of the public comment period for non-agenda items at Council meetings.

Should the City Council provide direction in support of making revisions, Staff can return at a later date with a proposed resolution that would amend the "City Council Policies, Rules, and Procedures" to reflect a revised order of business at City Council meetings.

ALTERNATIVES:

1. Decline to act on this item.

2. Continue this item and provide staff with direction.

FISCAL IMPACTS

None.

ATTACHMENTS

1. Resolution No. 2019-34 – A Resolution Amending the "City of Coachella City Council Policies, Rules, and Procedures" Pertaining to the Order of Business

RESOLUTION NO. 2019-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING THE "CITY OF COACHELLA CITY COUNCIL POLICIES, RULES AND PROCEDURES" PERTAINING TO THE ORDER OF BUSINESS

WHEREAS, at its meeting of January 25, 2012, the City Council of the City of Coachella ("City") amended the "City of Coachella Council Policies, Rules and Procedures" including revising the order of business by adopting Resolution No. 2012-08;

WHEREAS, at its meeting of February 28, 2018, the City Council of the City of Coachella amended the "City of Coachella Council Policies, Rules and Procedures" including revising the order of business by adopting Resolution No. 2018-19;

WHEREAS, the current order of business is currently set forth as follows:

1. Call to Order
2. Roll Call
3. Public Comments (Closed Session Items)
4. Adjourn to Closed Session
5. Reconvene Regular Meeting
6. Pledge of Allegiance
7. Closed Session Announcements
8. Approval of Agenda
9. Approval of Minutes
10. Proclamations
11. Written Communications
12. Consent Calendar
13. New Business Calendar (Legislature and Administrative)
14. Public Hearing Calendar (Quasi-Judicial)
15. Public Comments (Non-Agenda Items)
16. Reports and Requests

17. Adjournment

WHEREAS, the City Council desires to schedule Approval of the Agenda after Agenda Item No. 2, Roll Call;

WHEREAS, the City Council desires to ensure that, at the latest, Agenda Item No. 15 (Public Comments) is heard by the City Council shortly after 8:00 p.m.;

WHEREAS, the City Council desires to revise the order of business as follows;

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comments (Closed Session Items)
5. Adjourn to Closed Session
6. Reconvene Regular Meeting
7. Pledge of Allegiance
8. Closed Session Announcements
9. Approval of Minutes
10. Proclamations
11. Written Communications
12. Consent Calendar
13. New Business Calendar (Legislature and Administrative)
14. Public Hearing Calendar (Quasi-Judicial)
15. Public Comments (Non-Agenda Items)
16. Reports and Requests
17. Adjournment

WHEREAS, to extent the City Council meeting has progressed passed 8:00 p.m. and Item No.15., Public Comments (Non-Agenda Items), has not been heard by the City Council, then Item No. 15 will be moved up and taken out of order and be the next Agenda Item heard by the City Council.

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

SECTION 1. The City Council of the City hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part hereof.

SECTION 2. The City Council hereby amends Resolution No. 2018-19 to update the order of business.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED and ADOPTED this 22nd day of May, 2019.

Steven A. Hernandez
Mayor

ATTEST:

for 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. 2019-34 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 22nd day of May, 2019 by the following vote of Council:

AYES: Councilmember Beaman Jacinto, Councilmember Gonzalez, and Mayor Hernandez.

NOES: Councilmember Bautista.

ABSENT: Mayor Pro Tem Martinez.

ABSTAIN: None.

Andrea J. Carranza, MMC
Deputy City Clerk

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Ron Goldman, Consultant Planner
Bill Pattison, Interim City Manager

SUBJECT: Adopt Resolution No. 2025-17 Determining the Amount of Property Tax Revenue to be Exchanged Between the County of Riverside and the City of Coachella Pursuant to LAFO 2024-16-4 for the P7/Mesquite Annexation of Approximately 375 Acres of Land Located South of Avenue 50, North of Avenue 52, East of Jackson Street and East and West of Calhoun Street Between the Cities of Indio and Coachella.

STAFF RECOMMENDATION

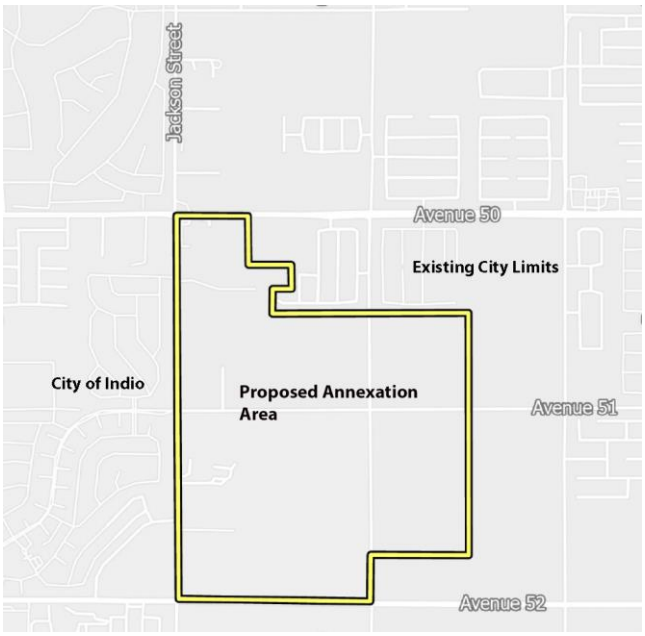
Staff recommends that the City Council take the following action:

Adopt Resolution 2025-17 determining the amount of property tax revenue to be exchanged between the County of Riverside and the City of Coachella for the P7/Mesquite annexation.

EXECUTIVE SUMMARY:

In December 2024, the City of Coachella submitted an application (LAFCO 2024-16-4) to the Local Agency Formation Commission (LAFCO) for the annexation of the Pocket 7 and Mesquite areas. The annexation area consists of approximately 375 acres of land located south of Avenue 50, north of Avenue 52, east of Jackson Street and east and west of Calhoun Street between the cities of Indio and Coachella as shown on Figure 1. The public hearing on the proposed annexation is scheduled before the Riverside Local Agency Formation Commission (LAFCO) on May 22, 2025. LAFCO is the decision maker on the proposed annexation.

Figure 1: Proposed Annexation Area



Section 99 (b) of the California Revenue and Taxation Code requires that local agencies whose service areas or responsibility will be altered by a jurisdictional change must negotiate an exchange of property tax revenues when the City and County have not entered into a Master Property Tax Agreement. The City of Coachella and the County do not have a Master Property Tax Agreement at this time.

Accordingly, on April 17, 2025, representatives of the City met with a representative of the Riverside County Executive Office to discuss the property tax revenue to be exchanged between the County and the for the P7/Mesquite annexation.

At the meeting it was determined that the City of Coachella will receive **25%** of all property tax revenue generated within the annexation area under the ad valorem tax rate established by Article XIIIA of the California Constitution for the provision of general municipal services to the area.

Addtionally, it was agreed that the City will receive **100%** of all property tax revenue generated within the annexation area under the ad valorem tax rate established by Article XIIIA of the California Constitution for the provision for the suppression and prevention of structural fires.

The exchange of property tax revenue will become effective for tax purposes beginning July 1st of the subsequent calendar year following the recordation date of the annexation.

Discussion/Analysis

The fiscal impact report prepared for the proposed annexation assumed that the City would receive the above negotiated percentages of the ad valorem tax rates for the provision of general municipal services and for the provision for the suppression and prevention of structural fires.

The fiscal impact report concluded that the overall net fiscal impact to the City's General Fund resulting from the revenues anticipated to be generated by the build out of the annexation area, as compared with the cost of providing public services associated with the build out of the annexation area will be an annual fiscal **surplus of $773, 534** upon annexation to the City.

Alternatives

1) Approve Resolution 2025-17

2) Deny Resolution 2025-17

3) Continue this item and provide staff with direction.

Recommended Alternative

Staff recommends that the City Council approve Alternative #1

Attachments:

1. Resolution 2025-17

RESOLUTION NO. 2025-17

A RESOLUTION OF THE CITY OF COACHELLA, CALIFORNIA DETERMINING THE AMOUNT OF PROPERTY TAX REVENUE TO BE EXCHANGED BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF COACHLLA PURSUANT TO LAFCO 2024-16-4 FOR THE P 7/MESQUITE ANNEXATION OF APPROXIMATELY 375 ACRES OF LAND LOCATED SOUTH OF AVENUE 50, NORTH OF AVENUE 52, EAST OF JACKSON STREET AND EAST AND WEST OF CALHOUN STREET

WHEREAS, the City of Coachella submitted an application (LAFCO 2024-16-4) to the Local Agency Formation Commission (LAFCO) requesting a boundary reorganization to include approximately 375 acres depicted in Exhibit A for a reorganization of boundaries described as follows: Annexation to the City of Coachella; Annexation to the Coachella Fire Protection District; Annexation to the Coachella Water Authority; Annexation to the Coachella Sanitary District; Detachment from Riverside County Service Area 125 (Thermal); Detachment from Riverside County Waste Resource Management District; Detachment from Coachella Valley Water District Service Area; and,

WHEREAS, Revenue and Taxation Code Section 99 (b) sets forth that local agencies whose service area or responsibility will be altered by a jurisdictional change must negotiate an exchange of property tax revenues, and,

WHEREAS, such negotiations occurred between the City of Coachella and the County of Riverside regarding proposed LAFCO 2024-16 on April 17, 2025;

WHEREAS, the territory proposed to be annexed is partially inhabited and a description of the boundaries of the territory is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, the City Council of the City of Coachella has determined that the proposed Annexation is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035 and meets the findings required by the Municipal Code; and,

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Coachella, in regular session assembled on April 23, 2025, as follows:

SECTION 1. The City of Coachella and the County of Riverside are the agencies whose area of responsibility for service would be affected by LAFCO 2024-16-4.

SECTION 2. Representatives of each of the affected agencies have met and negotiated the following exchange of property tax revenue to become effective as of the date of annexation for the area depicted in Exhibit A:

(a) The City of Coachella Fire Protection District shall assume service responsibility for the suppression and prevention of structural fires in the area to be annexed, and for such service assumption shall receive 100% of that portion of the property tax revenue generated within the territory to be annexed under the ad valorem tax rate established by Article XIII A of the Constitution of the State of California, that represents the County of Riverside's share of property tax revenue generated within the territory to be annexed.

(b) The City of Coachella shall assume service responsibility for all other general municipal services to the area to be annexed as are required by law or presently provided throughout the city, and for such service assumption shall receive 25% of that portion of the property tax revenue generated within the territory to be annexed under the ad valorem tax rate established by Article XIII A of the Constitution of the State of California, that represents the County of Riverside's share of property tax revenue generated within the territory to be annexed.

(c) The County Auditor shall convert the above-established percentage figures into actual dollar figures and thereafter allocate such property tax revenues in accordance with the provisions of Section 95 et seq of the Revenue and Taxation Code.

(d) The City Council of the City of Coachella hereby agrees to the above-recited exchange of property tax revenue.

SECTION 3. Location and Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at Coachella City Hall. The Development Services Director is the custodian of the record of proceedings.

SECTION 4. Execution of Resolution. The Mayor shall sign this resolution, and the City shall attest and certify to the passage and adoption thereof.

NOW, THEREFORE, Resolution 2025-17, a Resolution of the City of Coachella determining the amount of property tax revenue to be exchanged with the County of Riverside is hereby adopted.

PASSED, APPROVED and ADOPTED this 23rd day of April 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM

BEST, BEST, & KRIEGER

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution 2025-17 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23rd day of April, 2025 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

LAFCO 2024-16-4
ANNEXATION TO THE CITY OF COACHELLA (P-7 & MESQUITE)

That certain parcel of land located in the County of Riverside, State of California, being a portion of Section 1 of Township 6 South, Range 7 East, San Bernardino Meridian, as shown on Official Plat thereof, more particularly described as follows:

BEGINNING at the southwest corner of said Section 1, also being the intersection of the centerlines of Jackson Street and Avenue 52, as shown on LAFCO Annexation #89-84-4, Recorded June 11, 1991 as Doc. #1991-0196022 of Official Records of said County of Riverside;

1) Thence along said westerly line of said Section 1 and said centerline of Jackson Street as shown on said LAFCO Annexation #89-84-4 North 00°27'49" West a distance of 2588.46 feet to the west quarter corner of said Section 1;

2) Thence continuing along said westerly line of said Section 1 and said centerline of Jackson Street as shown on said LAFCO Annexation #89-84-4 North 00°09'34" West a distance of 2675.82 feet to the northwest corner of said Section 1, also being the intersection of the centerlines of Jackson Street and Avenue 50 as shown on said LAFCO Annexation #89-84-4;

3) Thence along the northerly line of said Section 1 and centerline of Avenue 50 as shown on said LAFCO Annexation #89-84-4 North 89°54'10" East a distance of 993.00 feet to the northwest corner of LAFCO Annexation #2008-17-4, Recorded May 19, 2009 as Doc. #2009-0250983 of Official Records of said County of Riverside;

4) Thence leaving said centerline of Avenue 50 along the easterly line of said LAFCO Annexation #2008-17-4 South 00°07'05" East a distance of 688.68 feet to the southerly line of said LAFCO Annexation #2008-17-4;

5) Thence along said southerly line North 89°35'50" East a distance of 592.10 feet to an angle point in the westerly boundary of LAFCO Annexation #90-76-4, Recorded December 3, 1991 as Doc. #1991-0449485 of Official Records of said County of Riverside;

6) Thence along the westerly boundary of said LAFCO Annexation #90-76-4 South 00°09'00" East a distance of 330.00 feet;

7) Thence continuing along said westerly boundary of said LAFCO Annexation #90-76-4 South 89°37'52" West a distance of 260.00 feet;

8) Thence continuing along said westerly boundary of said LAFCO Annexation #90-76-4 South 00°09'00" East a distance of 332.66 feet to the southwest corner of said LAFCO Annexation #90-76-4;

9) Thence along the southerly boundary of said LAFCO Annexation #90-76-4 North 89°37'36" East a distance of 1327.59 feet to the southwest corner of LAFCO Annexation #2004-12-4, Recorded September 30, 2004 as Doc. #2004-07766112 of Official Records of said County of Riverside;

10) Thence along the southerly line of said LAFCO Annexation #2004-12-4 North 89°42'14" East a distance of 1319.75 feet to the southeast corner of said LAFCO Annexation #2004-12-4, being a point on the westerly line of LAFCO Annexation #2006-154-4, Recorded March 13, 2008 as Doc. #2008-0123268 of Official Records of said County of Riverside;

11) Thence along the westerly boundary of said LAFCO Annexation #2006-154-4 South 00°10'29" East a distance of 1327.10 feet;

12) Thence continuing along the westerly boundary of said LAFCO Annexation #2006-154-4 South 00°14'31" East a distance of 1324.80 feet to the northwest corner of LAFCO Annexation #2005-52-4, Recorded March 13, 2008 as Doc. #2008-0123268 of Official Records of said County of Riverside;

13) Thence along the westerly boundary of said LAFCO Annexation #2008-154-4 South 00°14'31" East a distance of 662.40 feet to the southwest corner of said LAFCO Annexation #2008-154-4, said point being located on the northerly boundary of LAFCO Annexation #2006-150-4, Recorded March 13, 2008 as Doc. #2008-0123267 of Official Records of said County of Riverside;

14) Thence along the northerly boundary of said LAFCO Annexation #2006-150-4 North 89° 59' 44" West a distance of 1320.07 feet to the northwest corner of said LAFCO Annexation #2006-150-04, said point being located on the centerline of Calhoun Street as shown on said LAFCO Annexation #2006-150-4;

15) Thence along the westerly boundary of said LAFCO Annexation #2006-150-4 and along said centerline of Calhoun Street South 00°18'19" East a distance of 660.10 feet to the southwest corner of said LAFCO Annexation #2006-150-4, said point also being the south quarter corner of the aforementioned Section 1 and also being the intersection of the centerlines of Calhoun Street and Avenue 52 as shown on said LAFCO Annexation #2006-150-4;

16) Thence along the southerly line of said Section 1 and along said centerline of Avenue 52 North 89°05'46" West a distance of 2641.66 feet to the **POINT OF BEGINNING.**

CONTAINING: 377.47 Acres, more or less.

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

This legal description was prepared by me or under my direction.



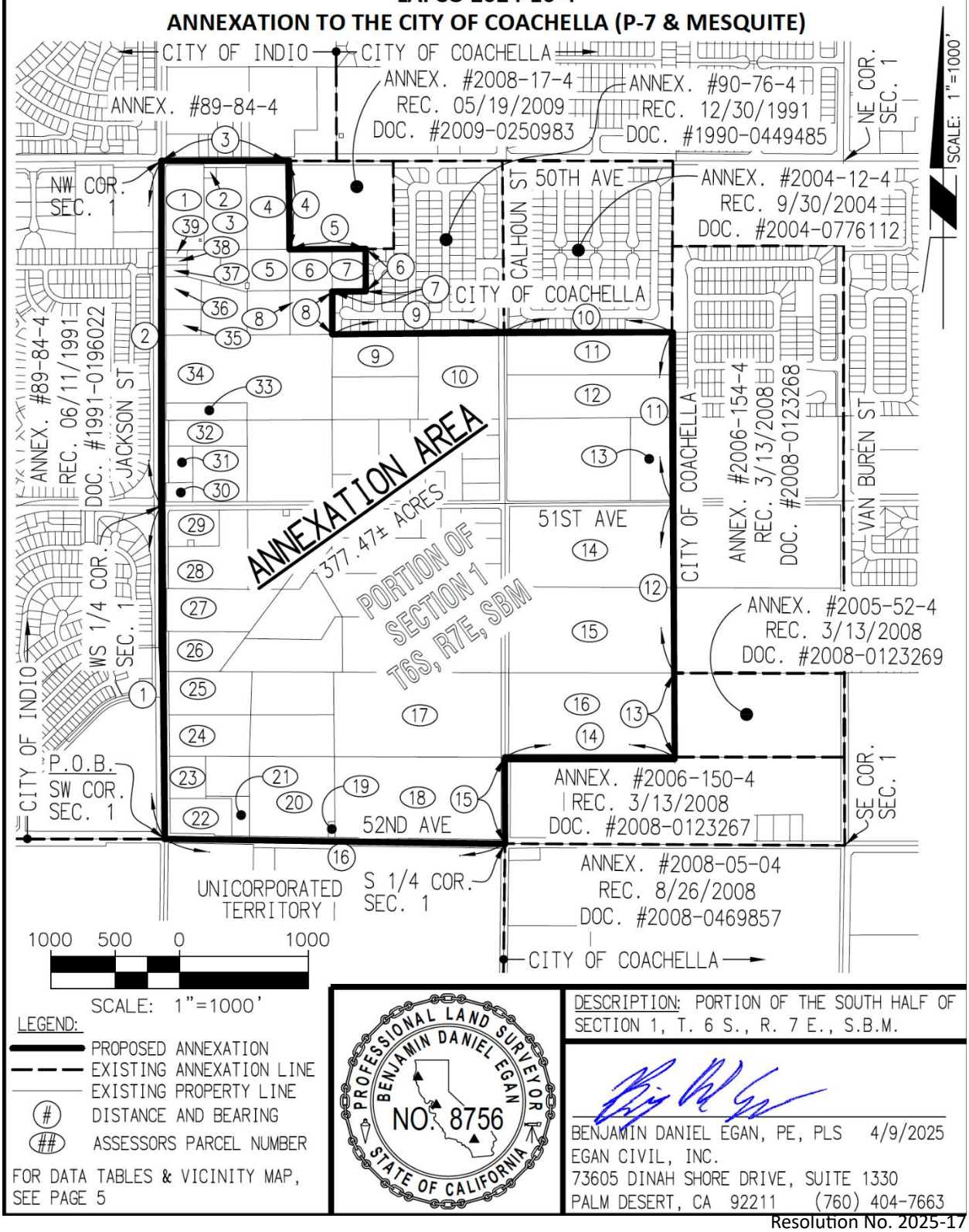
Benjamin Daniel Egan, PLS 8756
Prepared: April 9, 2025

EXHIBIT "A" - PLAT

PAGE 4 OF 5

LAFCO 2024-16-4

ANNEXATION TO THE CITY OF COACHELLA (P-7 & MESQUITE)



LEGEND:

- PROPOSED ANNEXATION
- EXISTING ANNEXATION LINE
- EXISTING PROPERTY LINE
- (#) DISTANCE AND BEARING
- (##) ASSESSORS PARCEL NUMBER

FOR DATA TABLES & VICINITY MAP, SEE PAGE 5

PROFESSIONAL LAND SURVEYOR
BENJAMIN DANIEL EGAN
NO. 8756
STATE OF CALIFORNIA

DESCRIPTION: PORTION OF THE SOUTH HALF OF SECTION 1, T. 6 S., R. 7 E., S.B.M.

BENJAMIN DANIEL EGAN, PE, PLS 4/9/2025
EGAN CIVIL, INC.
73605 DINAH SHORE DRIVE, SUITE 1330
PALM DESERT, CA 92211 (760) 404-7663

EXHIBIT "A" - PLAT

LAFCO 2024-16-4
ANNEXATION TO THE CITY OF COACHELLA (P-7 & MESQUITE)

ASSESSOR'S PARCEL NUMBERS	
ID	APN
1	779-250-023
2	779-250-002
3	779-250-003
4	779-250-004
5	779-250-011
6	779-250-012
7	779-250-019
8	779-250-018
9	779-310-008
10	779-310-010
11	779-320-003
12	779-320-004
13	779-320-006
14	779-340-003
15	779-340-004
16	779-360-007
17	779-350-005
18	779-350-006
19	779-350-012
20	779-350-011
21	779-350-010
22	779-350-009
23	779-350-007
24	779-350-003
25	779-350-001
26	779-330-016
27	779-330-014
28	779-330-003
29	779-330-001
30	779-310-006
31	779-310-004
32	779-310-003
33	779-310-002
34	779-310-001
35	779-250-015
36	779-250-014
37	779-250-008
38	779-250-007
39	779-250-006

DATA TABLE		
NO	BEARING	LENGTH
1	(N00°27'49"W)R1	(2588.46')R1
2	(N00°09'34"W)R1	(2675.82')R1
3	(N89°54'10"E)R1	993.00'
4	(S00°07'05"E)R2	(688.68')R2
5	(N89°35'50"E)R2	592.10'
6	(S00°09'00"E)R3	(330.00')R3
7	(N89°37'52"E)R3	(260.00')R3
8	(S00°09'00"E)R3	(332.66')R3
9	(N89°37'36"E)R3	(1327.59')R3
10	(N89°42'14"E)R4	(1319.75')R4
11	(S00°10'29"E)R5	(1327.10')R5
12	(S00°14'31"E)R5	(1324.80')R5
13	(S00°14'31"E)R6	(662.40')R6
14	(N89°59'44"W)R7	(1320.07')R7
15	(S00°18'19"E)R7	(660.10')R7
16	N89°05'46"W	2641.66'

RECORD DATA:

()R1 RECORD DATA PER ANNEX. #89-84-4 REC. 06/11/1991 AS DOC. #1991-0196022, O.R.

()R2 RECORD DATA PER ANNEX #2008-17-4 REC. 05/19/2009 AS DOC. #2009-0250983, O.R.

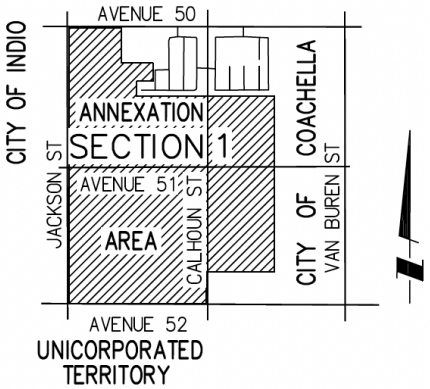
()R3 RECORD DATA PPER ANNEX #90-76-4 REC. 12/30/1991 AS DOC. #1991-0449045, O.R.

()R4 RECORD DATA PER ANNEX #2004-12-4 REC. 09/30/2004 AS DOC. #2004-0776112, O.R.

()R5 RECORD DATA PER ANNEX #2006-154-4 REC. 03/13/2008 AS DOC. #2008-0123268, O.R.

()R6 RECORD DATA PER ANNEX #2005-52-4 REC. 03/13/2008 AS DOC. #2008-0123269, O.R.

()R7 RECORD DATA PER ANNEX #2006-150-4 REC. 03/13/2008 AS DOC. #2008-0123267, O.R.



VICINITY MAP
NTS

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Contract with Rove Engineering, Inc., in the amount of $1,996,097.00 plus 10% contingency for the Ave 52 Street Improvements from Tyler Street to the Whitewater Bridge, City Project No. ST-139

STAFF RECOMMENDATION:

Authorize a construction contract with Rove Engineering, Inc., in the amount $1,996,097.00 plus 10% contingency for the Ave 52 Street Improvements from Tyler Street to the Whitewater Bridge, City Project No. ST-139.

BACKGROUND:

In November 2023, a citywide pavement condition evaluation was conducted and a pavement condition database was created. Both public and internal Street network GIS maps were implemented and a Final Pavement Management Report was adopted by the City Council. The results of these efforts show that the average Pavement Condition Index (PCI) of the City's roads is 63.4 of 100, corresponding to a "Fair" condition rating. The 10-year investment scenario forecasting analyses suggest that the City would need to invest an average of $4.6 million annually to maintain a network average PCI of 63.4.

Based on the pavement management system, the section of Avenue 52 from Tyler Street to the Whitewater Bridge has a PCI ratings that range from 6-55 that correspond to very poor, serious and failed conditions. Due to the extent of deterioration the rehabilitation project will require full depth removal and replacement. This project will include pavement rehabilitation and replacement of damaged and failing concrete. Construction items included but are not limited to:

- 224,333 Square Feet of full depth replacement asphalt
- 2,966 Linear Feet of rehabilitated curb and gutter
- 1,477 Linear Feet of 6 foot wide sidewalk
- 5 new ADA compliant commercial driveways
- Replacement of failing concrete cross gutters
- Adjustment and repair of all utility manholes as needed.

On October 9, 2024, City Council approved the plans and engineer's estimated and authorized staff to bid the Avenue 52 Pavement Rehabilitation Project. Council also authorized and appropriated $3,000,000 for the project.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On March 6, 2025, the City issued the Notice Inviting Bids with a non-mandatory job walk held on March 18, 2025. The project bid opening was held on April 8, 2025 at 10:00 a.m., with 7 companies submitting a bid for this project. The bid opening results are listed below:

Company Name:	**City:**	**Bid Amount:**
Rove Engineering Inc.	El Centro	$1,996,097.00
Universal Construction and Engineering	Palm Desert	$2,146,305.87
RJ Noble Company	Orange	$2,252,042.20
Granite Construction	Indio	$2,509,000.00
Onyx Paving Company, Inc.	Anaheim	$2,627,000.00
Calmex Engineering, Inc.	Rialto	$2,808,137.75
Hardy & Harper Inc.	Lake Forest	$3,305,539.40

This total project cost included all base bid items as well as one add alternative bid item. Staff has reviewed the bid and determined that Rove Engineering, Inc. is the lowest, responsive, responsible bidder. The total project cost, including design engineering, construction engineering, materials testing, construction and a 10% contingency is as follows:

Project Item:	**Project Cost:**
Civil Design and Construction Engineering	$ 19,900.00
Materials Testing	$ 15,000.00
Construction – Base Bid Items	$ 1,683,363.02
Construction – Add Alternate	$ 312,733.98
Construction Survey	$ 10,000.00
Construction Contingency (10%)	$ 199,609.70
TOTAL PROJECT COST:	$ 2,240,606.70

Base construction items related to the pavement rehabilitation are listed at a total bid price of $1,683,363.02, while the bid alternative item is listed at a total bid price of $312,733.98. The bid alternative includes Avenue 52 South Parkway Improvements. It is recommended that the base bid and one bid alternative be accepted and completed at this time to include the improvements along the south parkway.

Per Article 27 of the Project Specification for the project, Universal Construction and Engineering submitted a bid protest on April 10, 2025. City staff performed an independent factual inquiry of

the bid protest with a review of applicable law. Upon conclusion of this examination, the protest was found to offer no persuasive (or lawful) reason why public policy would favor denying the contract to Rove Engineering, Inc. resulting in a higher cost than the lowest responsive bidder. For that reason, the protest was denied and a bid protest denial letter, dated April 16th, 2025, was returned to Universal Construction and Engineering.

FISCAL IMPACT:

The proposed estimated budget is within the appropriated $3,000,000 budget. There are no additional fiscal impacts.

ATTACHMENTS:

1. Construction Contract – Rove Engineering Inc.
2. Bid Tabulation – ST-139

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), is made and entered into this 23rd day of April, 2025, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the "City" and Rove Engineering Inc., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

AVENUE 52 STREET IMPROVEMENTS FROM TYLER STREET TO THE WHITEWATER BRIDGE, CITY PROJECT NO. ST-139

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. **The Base Bid Area 1 Scope of Work shall be completed within 60 Working Days from the date specified in the Notice to Proceed. If Additive Alternate No. 1 is awarded, all work shall be completed within 90 Working Days from the date as specified in the Notice to Proceed. Time for the commencement and completion of the work is important and is to be of the essence of the Contract. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.**

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million Nine Hundred Ninety-Six Thousand Ninety-Seven dollars and zero cents, ($1,996,097.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$1,500.00 for each and every Working Day** of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture, if the Bagdouma Court Improvements are not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 4. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Drug-Free Workplace Certification
Asbestos-Free Material Certification
Recycled Content Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Technical Specifications
Addenda
Construction Plans and Drawings
City of Coachella Standard Specifications and Procedures (June 2007)
City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9

Standard Plans for Public Works Construction “Greenbook” (2018)
Caltrans Standard Specifications (2018), except Division 1
Caltrans Standard Plans (2018)
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 5. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 6. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 7. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at **http://www.dir.ca.gov** and which must be posted at the job site.

ARTICLE 8. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys’ fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

By: _____
William B. Pattison Jr.
City Manager

ATTEST:

By: _____
Delia Granados, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

ROVE ENGINEERING INC.

IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**

By:
Its: _____

Printed
Name: _____

By:
Its: _____

Printed
Name: _____

1046101 – Class A
Contractor's License Number and Classification

1000064558
DIR Registration Number

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, , before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, California 92236, (hereinafter referred to as the "City") has awarded to _____**,** (hereinafter referred to as the "Contractor") an agreement for **Avenue 52 Street Improvements from Tyler Street to the Whitewater Bridge, City Project No. ST-139**, (hereinafter referred to as the "Project").

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor

remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

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

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

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

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 202_, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 202_, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on _____Date_____, _____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Avenue 52 Street Improvements from Tyler Street to the Whitewater Bridge, City Project No. ST-139** (the "Project"); and

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

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

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ **Dollars ($**_____**)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

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

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____,202_, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 202_, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CITY OF COACHELLA
Ave 52 Street imps from Tyler to WW Bridge
Project No. ST-139

Bid Schedule				Rove Engineering, Inc.		Universal Construction Engineering		R.J. Noble Company		Granite Construction		Onyx Paving	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	$29,168.13	$29,168.13	$85,500.00	$85,500.00	$100,000.00	$100,000.00	$20,000.80	$20,000.80	$122,583.70	$122,583.70
2	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	$20,868.14	$20,868.14	$25,035.00	$25,035.00	$15,000.00	$15,000.00	$68,300.00	$68,300.00	$20,000.00	$20,000.00
3	Traffic Control/Site Protection	1	LS	$57,870.41	$57,870.41	$75,500.00	$75,500.00	$135,000.00	$135,000.00	$123,198.00	$123,198.00	$266,000.00	$266,000.00
4	Grind/Remove Asphalt, Agg. Base, and/or Subgrade to 6" Depth (F)	224,333	SF	$0.84	$188,439.72	$0.82	$183,953.06	$0.90	$201,899.70	$0.90	$201,899.70	$1.55	$347,716.15
5	Remove 6" Curb & Gutter (Median)	1,616	LF	$26.98	$43,599.68	$20.00	$32,320.00	$43.00	$69,488.00	$11.25	$18,180.00	$20.00	$32,320.00
6	Remove 8" Curb & Gutter (South Side)	1,350	LF	$20.30	$27,405.00	$20.45	$27,607.50	$49.00	$66,150.00	$35.00	$47,250.00	$20.00	$27,000.00
7	Remove Enterprise Way Cross Gutter (Partial)	651	SF	$22.82	$14,855.82	$12.00	$7,812.00	$21.25	$13,833.75	$50.00	$32,550.00	$27.00	$17,577.00
8	F & I 2- 4" Schedule 40 PVC Sleeves	242	LF	$51.59	$12,484.78	$95.00	$22,990.00	$152.00	$36,784.00	$80.00	$19,360.00	$165.00	$39,930.00
9	Construct 6" AC Over Re-compacted Subgrade (F)	224,333	SF	$3.83	$859,195.39	$3.97	$890,602.01	$4.00	$897,332.00	$5.00	$1,121,665.00	$3.75	$841,248.75
10	Construct 2" Asphalt Grind & Overlay with Crackfill (F)	53,030	SF	$2.64	$139,999.20	$1.47	$77,954.10	$2.35	$124,620.50	$3.00	$159,090.00	$1.88	$99,696.40
11	Construct 2' Wide Full Depth Median Curb Asphalt Patch (6" AC/6" CL2 AB)	3,333	SF	$9.41	$31,363.53	$30.00	$99,990.00	$10.00	$33,330.00	$16.00	$53,328.00	$16.00	$53,328.00
12	Construct 6" Type D Curb over 6" CL 2 Agg Base (Median)	1,616	LF	$38.06	$61,504.96	$41.50	$67,064.00	$25.75	$41,612.00	$34.00	$54,944.00	$50.00	$80,800.00
13	Construct 8" Curb & Gutter over 6" CL 2 AB South Side	1,350	LF	$46.43	$62,680.50	$46.00	$62,100.00	$48.00	$64,800.00	$67.07	$90,544.50	$60.00	$81,000.00
14	Adjust Existing Water Valve to Grade Per COC Std. W-12	19	EA	$1,244.42	$23,643.98	$2,000.00	$38,000.00	$2,250.00	$42,750.00	$2,250.00	$42,750.00	$1,200.00	$22,800.00
15	Adjust Existing Manhole to Grade Per COC Std. D-10	15	EA	$2,193.55	$32,903.25	$4,000.00	$60,000.00	$2,275.00	$34,125.00	$2,275.00	$34,125.00	$3,000.00	$45,000.00
16	F&I Type E Traffic Loop	2	EA	$2,893.52	$5,787.04	$3,300.00	$6,600.00	$2,600.00	$5,200.00	$2,600.00	$5,200.00	$3,000.00	$6,000.00
17	Pavement Markings and Striping	1	LS	$71,593.49	$71,593.49	$56,958.00	$56,958.00	$52,000.00	$52,000.00	$51,780.00	$51,780.00	$55,000.00	$55,000.00
	BASE BID NO.1 TOTAL				**$1,683,363.02**		**$1,819,985.67**		**$1,933,924.95**		**$2,144,165.00**		**$2,158,000.00**
A-1	Mobilization	1	LS	$17,649.90	$17,649.90	$13,000.00	$13,000.00	$15,000.00	$15,000.00	$1,000.25	$1,000.25	$26,189.00	$26,189.00
A-2	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	$6,789.20	$6,789.20	$5,035.00	$5,035.00	$10,000.00	$10,000.00	$2,000.00	$2,000.00	$6,000.00	$6,000.00
A-3	Traffic Control/Site Protection	1	LS	$13,354.71	$13,354.71	$10,500.00	$10,500.00	$15,000.00	$15,000.00	$4,800.00	$4,800.00	$30,000.00	$30,000.00
A-4	Earthwork & Grading	1	LS	$34,147.65	$34,147.65	$50,519.10	$50,519.10	$10,000.00	$10,000.00	$100,000.00	$100,000.00	$33,000.00	$33,000.00
A-5	Remove Driveway Approach/Driveway (5 Driveways = 2,360 SF Total)	2,360	SF	$5.54	$13,074.40	$7.40	$17,464.00	$12.50	$29,500.00	$7.25	$17,110.00	$7.00	$16,520.00
A-6	Remove Conc. Sidewalk	495	SF	$11.14	$5,514.30	$6.60	$3,267.00	$9.25	$4,578.75	$3.30	$1,633.50	$5.00	$2,475.00
A-7	Remove Palm Tree	2	EA	$3,247.23	$6,494.46	$1,750.00	$3,500.00	$11.00	$22.00	$3,400.00	$6,800.00	$4,000.00	$8,000.00
A-8	Modify/Restore Irrigation & Landscape In Kind	1	LS	$16,693.39	$16,693.39	$7,500.00	$7,500.00	$8,000.00	$8,000.00	$7,000.00	$7,000.00	$8,000.00	$8,000.00
A-9	Construct Approach, Thickened Sidewalk and Driveway (5 Driveways = 2,623 SF Total)	2,623	SF	$15.66	$41,076.18	$8.10	$21,246.30	$12.50	$32,787.50	$16.75	$43,935.25	$21.00	$55,083.00
A-10	Construct 4" Thick Sidewalk Over 2" Sand & Plastic per COC Std. 25-1	8,863	SF	$5.97	$52,912.11	$6.60	$58,495.80	$9.25	$81,982.75	$8.50	$75,335.50	$15.00	$132,945.00
A-11	Conc. Sidewalk w/ Integral Curb (Var. Ht) Over 2" Sand & Plastic	4,273	SF	$10.43	$44,567.39	$15.00	$64,095.00	$11.00	$47,003.00	$10.50	$44,866.50	$16.00	$68,368.00
A-12	Adjust to Grade Utility Manhole Frame & Cover	2	EA	$2,346.47	$4,692.94	$5,300.00	$10,600.00	$1,200.00	$2,400.00	$1,500.00	$3,000.00	$3,000.00	$6,000.00
A-13	Adjust to Grade Utility Handhole/Pullbox	4	EA	$1,848.93	$7,395.72	$1,600.00	$6,400.00	$231.00	$924.00	$850.00	$3,400.00	$1,000.00	$4,000.00
A-14	Relocate Fire Hydrant	1	EA	$19,696.38	$19,696.38	$12,000.00	$12,000.00	$1,000.00	$1,000.00	$16,500.00	$16,500.00	$8,000.00	$8,000.00
A-15	Furnish & Install 3" Thick Compacted 3/8" Desert Gold Fines D.G. (F)	14,730	SF	$1.66	$24,451.80	$2.60	$38,298.00	$2.00	$29,460.00	$2.30	$33,879.00	$4.00	$58,920.00
A-16	Remove & Reinstall Street Sign	11	EA	$383.95	$4,223.45	$400.00	$4,400.00	$375.00	$4,125.00	$325.00	$3,575.00	$500.00	$5,500.00
	ADDITIVE ALTERNATE NO.1 TOTAL				**$312,733.98**		**$326,320.20**		**$291,783.00**		**$364,835.00**		**$469,000.00**
	GRAND TOTAL BASE BID AREA 1 & ADDITIVE ALTERNATE NO.1				**$1,996,097.00**		**$2,146,305.87**		**$2,225,707.95**		**$2,509,000.00**		**$2,627,000.00**

Indicates Staff correction of the math.

Indicates Apparent Low Bidder

12.5	32878.5
9.25	81982.75
11	6800
Grand Total	2,252,042.50

STAFF REPORT
4/23/2025

TO: Honorable Mayor and City Council Members

FROM: Ron Goldman, Consultant Planner
Bill Pattison, Interim City Manager

SUBJECT: A Public Hearing to Consider the Adoption of Ordinance No. 1223 Approving the Amended and Restated La Entrada Development Agreement between the City of Coachella and KPC Development Company, LLC. (DA 23-01) (Kalifornia City). *(First Reading).*

SPECIFICS: Amended and Restated La Entrada Specific Plan Development Agreement (Kalifornia City).

STAFF RECOMMENDATION

Staff recommends that the City Council introduce and waive further reading of Ordinance No. 1223 Approving the Amended and Restated La Entrada Development Agreement between the City of Coachella and KPC Development Company, LLC (Kalifornia City).

EXECUTIVE SUMMARY:

The KPC Group, the current owner of the property, requests approval of the Amended and Restated La Entrada Specific Plan Development Agreement. (Kalifornia City). The La Entrada Specific Plan was approved by the Coachella City Council on November 13, 2013, on a vacant 2200-acre site located south of I-10 and east of the Coachella Branch of the All-American Canal as shown on Figure 1.

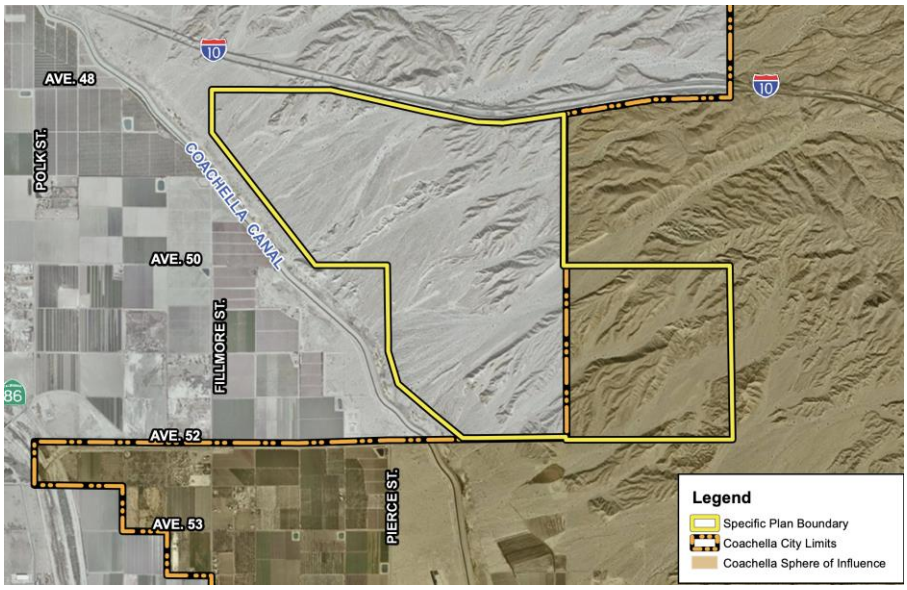
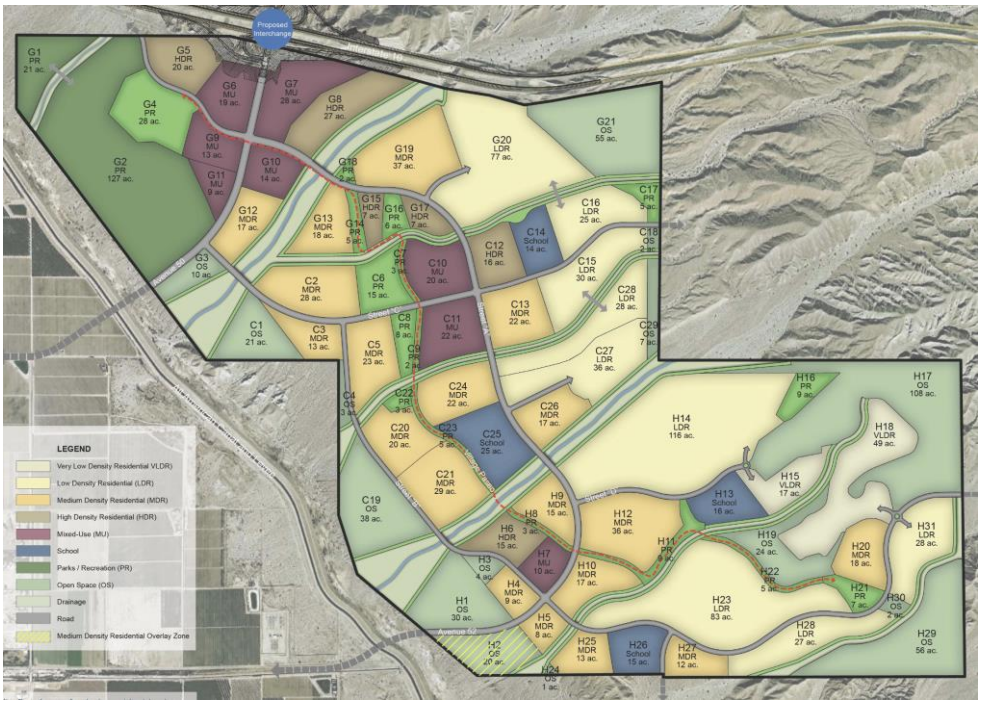


Figure 1

The La Entrada Specific Plan included a maximum of 7800 dwelling units including both single family and multiple family dwelling units, 720 mixed use dwelling units along with 1,510,879 square feet of commercial retail and office commercial land uses as shown on Figure 2, the land use plan below.

Figure 2



Access to the site was planned through the extension of Avenue 50 and Avenue 52 with new bridges over the All-American Canal. The project was conditioned that the new I-10/Avenue 50 interchange must be operational prior to the issuance of any building permits within Phase V of the specific plan, that equates to approximately 5000 dwelling units.

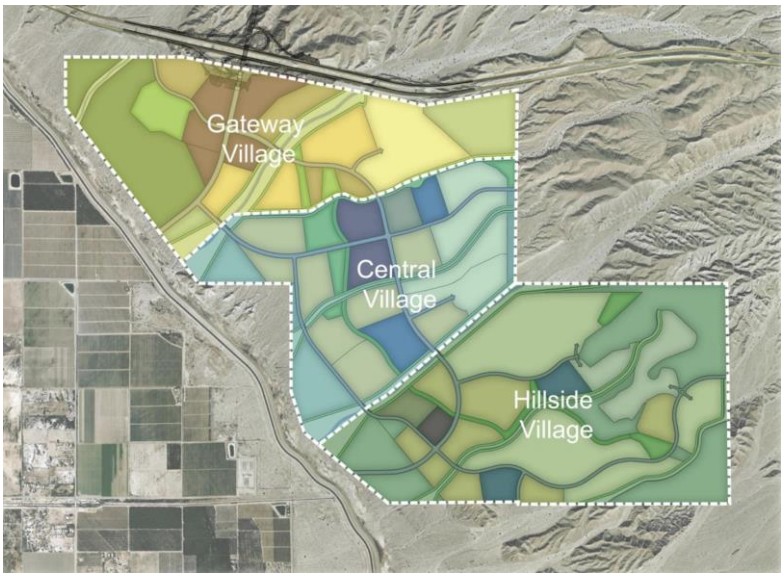


Figure 3

The specific plan proposed that development would occur within 3 villages as shown on Figure 3.

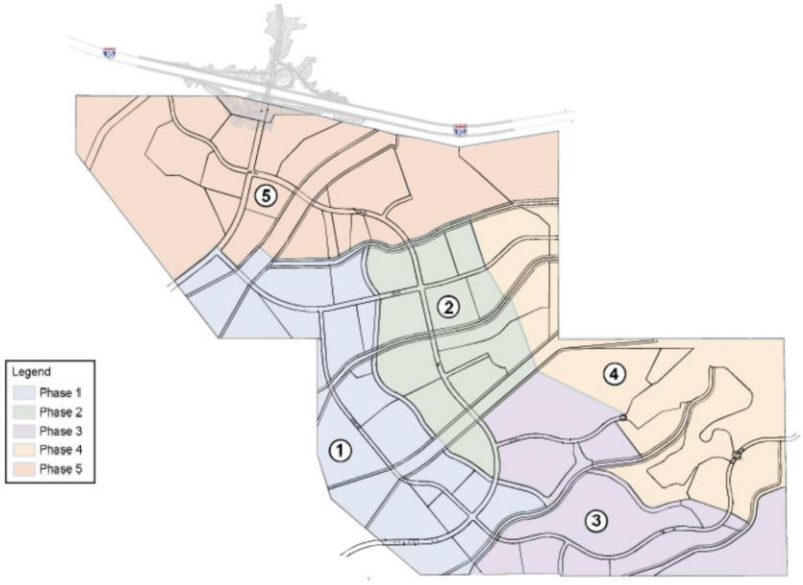
A copy of the La Entrada Specific Plan Land Use Summary is illustrated to the right and specifies the residential, mixed use, commercial, school, park and recreation, open space and roadway acreages contained within the Specific Plan.

Table 2-1
Land Use Summary

Land Use	Gross Acres (AC)	% Area	Density (DU/AC)	Dwelling Units (DU)	FAR	Square Footage (SF)
Residential						
Very Low Density Residential (VLDR)	66.4	3.02%	0.5-2.9	133	-	-
Low Density Residential (LDR)	448.7	20.40%	3.0-5.9	2,055	-	-
Medium Density Residential (MDR)	374.2	17.01%	6.0-12.9	3,060	-	-
High Density Residential (HDR)	91.6	4.16%	13.0-25	1,832	-	-
Subtotal Residential	*980.9*	*44.6%*	*7.1*	*7,080*	-	-
Mixed Use (MU)						
Retail Commercial	*99.0*	*4.5%*	-	-	*0.35*	*1,260,879*
Office Commercial			-	-		*250,000*
High Density Residential (HDR)	36.0	1.64%	13.0-25	720	-	-
Community/Public Facilities*	*	-	-	-	-	-
Subtotal Mixed Use	*135.0*	*6.14*	-	*720*	*0.35*	*1,510,879*
School						
Elementary School	44.8	2.04%	-	-	-	-
Middle School	25	1.14%				
Subtotal Schools	69.8	3.2%				
Parks/Recreation						
Regional Park	176.6	8.03%	-	-	-	-
Community Parks	44.4	2.03%	-	-	-	-
Neighborhood Parks/Vista Points	14.1	0.64%	-	-	-	-
Village Paseo/Linear Park	27.8	1.26%	-	-	-	-
Desert Wash Paseos/Linear Parks	81.8	3.72%	-	-	-	-
Subtotal Parks/Recreation	*344.7*	*15.67%*	-	-	-	-
Open Space						
Open Space	381.1	17.33%	-	-	-	-
Drainage/Wash	175.8	7.99%	-	-	-	-
Subtotal Open Space	*556.9*	*25.32%*	-	-	-	-
Roadways						
Right-of-Way	99.9	4.54%	-	-	-	-
Interchange Grading	12.3	0.56%	-	-	-	-
Subtotal Roadways	112.2	5.1%	-	-	-	-
Specific Plan Totals	2,199.5	100%	3.5	7,800		1,510,879

The Specific Plan envisioned that development would occur in 5 phases as shown on Figure 4:

Figure 4



The phasing plan included a mix of both residential and commercial office land uses as shown on the phasing table.

Table 5-1 Phasing		
Phase	Dwelling Units	Commercial/Office
1	1,471	110,000 sf/10.1 ac.
2	1,393	360,000/41.8 ac.
3	1,243	--
4	1,031	--
5	2,662	1,040,879/520 ac.
Total	*7,800*	*1,510,879/135 ac*

Draft Environmental Impact Report

A DEIR was prepared for the La Entrada Project applications in accordance with the California Environmental Quality Act (CEQA) and Sections 15120 through 15131 and 15161 of the CEQA guidelines. The DEIR analyzed seventeen potential environmentally significant issues including: Aesthetics, Agriculture, Air Quality, Biological Resources, Cultural and Paleontological Resources, Geology and Soils, Global Climate Change, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services and Utilities, Recreation Resources, Traffic and Circulation and Water Supply.

The DEIR was circulated to the State Clearinghouse and Interested Parties for a 45-day review period from July 11 thru August 26, 2013. Eleven (11) comment letters were received during the review period and are included in the Final Environmental Impact Report (FEIR). Staff prepared responses to the comments received and these are included in the FEIR.

The DEIR found that impacts to the following ten areas would not result in significant unavoidable short or long-term adverse impacts after mitigation related to Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Population and Housing, Recreation Resources and Water Supply. The DEIR identified eight significant unavoidable adverse impacts that would result from the proposed Project including: Aesthetics, Agricultural Resources, Air Quality, Geology and Soils, Global Climate Change, Pubic Services and Utilities and Traffic.

The Enivornmental Impact Report was certifed by the City Council by Resolution 2013-53 on Novmeber 13, 2013.

Development Agreements in California

Sections 65864-65869 of the California Government Code provide a framework for the creation, drafting and procesing of development agreements in all jurisdictions in the State. The Government Code specifies certain requirements of a development agreement including: periodic (at a minimum annual) review of the agreement, the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed bulidngs, and provisions for reservation or dedication of land for public purposes.

A development agreement may also include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and for the density or intensity of development as set forth in the agreement.

The agreement may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

In addition to the required and recommended elements of a development agreement, the parties to a development agreement can include any number of negotiated provisions. The development agreement is, in effect, a contract between the City and Project developer.

2014 Original La Entrada Development Agreement

Subsequent to the November 2013 approval of the La Entrada Specific Plan and related applications, the City Council considered and ultimately approved a Development Agreement for the La Entrada Project. The Ordinance approving the Development Agreement between the City and PSAV LLC became effective on July 25, 2014.

A summary of the ten main components of the 2014 Agreement is provided below:

Issue No.	***Title***	***Description***	***Milestone***
1.	Term – See DA Section 8.3	The initial term of the Development Agreement shall be 15 years. There are 3, 5-year extension options available for a total potential term of 30 years. The City Council will review and approve any requests for the option periods.	Any option terms must be approved at least 30-days prior to the expiration of the previous term.
2.	Effective Date – See DA Section 8.2	The Development Agreement becomes effective 30-days after the second reading of the DA Ordinance at City Council.	30-Days after Second Reading
3.	Development Agreement Fee – See DA Section 13.7	All residential units within the La Entrada Specific Plan will be assessed a one-time fee of $2,500, payable at certificate of occupancy. The proceeds from this fee will go to the City's general fund and there are no restrictions on how the proceeds can be spent.	Paid at Certificate of Occupancy
4.	Freezing of Development Impact Fees (DIF) – See DA Section 12.3	Development Impact Fees (DIF) not deemed fully satisfied as a result of the Development Agreement will be frozen at rates in effect as of the 5th anniversary of the Effective Date of the Development Agreement and will remain frozen for the first 2,000 units constructed in La Entrada.	For the first 2,000 units constructed in La Entrada
Issue No.	***Title***	***Description***	***Milestone***
5.	Construction Milestones –	Construction, defined as any one or more of the following: rough grading, finished grading, utility	Within 5 years from Effective Date

Issue No.	***Title***	***Description***	***Milestone***
	See DA Section 13.1	construction, infrastructure construction, and any other physical preparations or building construction either on-site or off-site, must commence within 5 years of the Effective Date	
		A minimum of 800 dwelling units shall receive a Certificate of Occupancy within the first 10 years of the Effective Date.	Within 10 years from Effective Date
		A minimum of fifty thousand (50,000) square feet of commercial or retail uses, including at least one grocery store,[1] shall be constructed and occupied within the first ten (10) years of the Effective Date.	Within 10 years of the Effective Date
		A minimum of 140 hotel or motel rooms shall be constructed and available for reservations within the first fifteen (15) years of the Effective Date.	Within 15 years of the Effective Date

Issue No.	***Title***	***Description***	***Milestone***
6.	Fire Station Construction – See DA Section 13.8	There are several milestones dealing with the dedication, improvement, construction and staffing of a fire station in the La Entrada Project including:	

[1] This requirement was added in discussions with the City's Planning Commission at the Commission's May 21st hearing.

		Land Dedication and temporary facility construction Fire Station Staffing for the new facility begins with a 3-person Engine Company Fire Station Staffing increases to 4-person Engine Company Fire Station Staffing increases to 5-person Engine Company	Upon issuance of a Certificate of Occupancy for the 1,500 Unit 1,500th Certificate of Occupancy 3,900th Certificate of Occupancy 7,800th Certificate of Occupancy
7.	Fire Station Funding – See DA Section 13.9	The Master Developer shall provide a bond to the City sufficient to secure construction of a permanent fire station within the La Entrada Project at a time as specified and required by the Fire Department	Upon issuance of the first Building Permit

8.	La Entrada Community Facilities District (CFD) – See DA Section 22	One or more Community Facilities Districts (CFD) will be formed over the Project site for La Entrada. These CFDs are responsible for financing certain public improvements including, without limitation infrastructure and utility improvements, and maintenance entities, including public open space and park facilities.	Proceedings to form the first CFD will begin with submittal of the First Builders Tentative Map
9.	Development Impact Fee Satisfaction, Credits and Reimbursements – See DA Section 14.2	Development Impact Fees (DIF) are deemed fully satisfied for: General Government Facilities (City Hall Facility Fee) – Payment of the present value of this fee, calculated to be $9,501,654, will be made out of proceeds from the La Entrada CFD.	Payment will be made in conjunction with the issuance of bonds for the La Entrada CFD.
		Parks and Recreation (Facilities and Maintenance) – The La Entrada Project includes the construction of over 132 acres of public parks with additional parks contemplated at the tract map stage. The La Entrada Project also includes the dedication of land for a Regional Park. Maintenance of all La Entrada parks will be paid for out of the La Entrada CFD.	See Specific Plan Section 5, Park Phasing Plan
		Fire Facilities – See Issues 6 and 7 Credits for the construction of infrastructure, to the extent La Entrada advances the cost for the planning, design, right-of-way acquisition and construction, shall be given in accordance with existing	See Issues 6 and 7

		or future City fee programs as outlined in Chapter 4.45.110 of the City's Municipal Code Reimbursement Agreements shall be approved if the La Entrada developer plans and constructs oversized facilities for public roads, sewer, water, reclaimed/recycled water, drainage and electrical infrastructure.	See Exhibit __ (Credit Process) Reimbursement Agreements shall be executed at the time the improvement is made. Funding for reimbursements will come from future development impact fees and will be allocated on a fair share basis.
10.	Avenue 50 Facility and Interchange – See DA Section 13.6	The City and Developer of La Entrada are working together on funding sources for the Avenue 50 corridor improvements and Avenue 50 interchange Project.	Ongoing

Key components of the La Entrada Development Agreement were the provisions deeming certain Development Impact Fees (DIF) fully satisfied. Specifically, three components of the DIF, parks and recreation, fire facilities and government facilities were deemed fully satisfied because of certain Project amenities and negotiated aspects of the Development Agreement.

By way of background, the City routinely collects DIF from new development for parkland and park improvements (Quimby fee), libraries, bridge and grade separation, traffic safety, park improvements, street and transportation, police facilities, general government and fire protection. These fees are paid prior to the issuance of building permits.

Future building permits within La Entrada will be subject to the City's DIF program, except for parks, fire facilities and general government fees. The reasons those three (3) classifications of DIF are deemed satisfied because the La Entrada Project proposed to construct these facilities in advance of when they would be constructed if only DIF fees were collected and used for their construction.

After the approval of the La Entrada Specific Plan in 2013 and the Original Development Agreement in 2014, the Landowner worked on securing the required right of way for the extension

of Avenue 50 across the All-American Canal to the Project. In 2017 the City Council certified an Addendum to the La Entrada Environmental Impact Report and approved the Avenue 50 Extension Project within the La Entrada Specific Plan Area that also included, via eminent domain, the acquisition of needed right of way.

First Amendment to the La Entrada Development Agreement

In early 2019 it became apparent that the Landowner would not be able to meet the construction milestone of starting construction of the Project within five years of the Effective Date of the Development Agreement. On May 22, 2019, the first Amendment to the La Entrada Development Agreement was submitted by the landowner, PSAV LLC.

The first amendment requested that the City approve an additional 5 years to commence construction of the project as required in Section 13.1 of the Development Agreement. Section 13.1 of the Original Development Agreement required that Project construction occur within 5 years of the Effective Date or July 25, 2019.

The First Amendment amended Section 13.1 to allow construction of the Project to commence within ten (10) years from the Effective Date which would have been July 25, 2024.

Amendment No. 1 to the Development Agreement was subsequently approved by the City Council and ordinance approving the 1st Amendment approved on February 26, 2020.

Under the First Amendment, the following sections were amended.

1. Section 13.1 of the Original Development Agreement was amended to read:

Construction Milestones. In order to preserve and maintain the provisions of this Agreement, Landowner must commence Construction on the Project within ten (10) years from the Effective Date of the Agreement (July 25, 2024). Landowner must have an approved Master Tentative and approved and recorded Master Final Map for that phase prior to the start of any Construction. For purposes of this section, "Construction" is defined as any one or more of the following: rough grading, finished grading, utility construction, infrastructure construction, and any other physical preparations or building construction either on-site or off-site for the Project.

Notwithstanding any other provisions of this Agreement, Landowner shall be required to perform the following additional construction obligations:

a. A minimum of eight hundred (800) Units shall receive a certificate of occupancy within the first fifteen (15) years of the Effective Date. (July 25, 2029)

b. A minimum of fifty thousand (50,000) square feet of commercial or retail uses, including at least one grocery store, shall be constructed and occupied within the first fifteen (15) years of the Effective Date. (July 25, 2029)

c. A minimum of 140 hotel or motel rooms shall be constructed and available for reservations within the first twenty (20) years of the Effective Date. (July 25, 2034)

2. Section 13.3 of the Development Agreement was amended to increase the number of affordable dwelling units from 500 dwelling units to 1000 dwelling units.

3. Section 13.8 of the Development Agreement was revised to require a development agreement fee of 2% of the construction valuation of the new building as determined by the city building official at the time the building permit was issued rather than a set fee of $2500 per dwelling unit.

4. Section 23.1 of the Development Agreement was revised to add an additional 5% fee to the transfer, sale or assignment of the Development Agreement.

The following table summarizes the Original Development Agreement (7/25/14) and the First Amendment to the Development Agreement (2/26/20).

Original Development Agreement: 7/25/14		**1st Amendment: 2/26/20**	
Commence Construction	By July 25, 2019	Commence construction	By July 25, 2024
800 occupancy permits	By July 25, 2024	800 occupancy permits	By July 25, 2029
50,000 commercial sq. ft. constructed	By July 25, 2024	50,000 commercial sq. ft. constructed	By July 25, 2029
140 hotel rooms ready for reservations	By July 25, 2029	140 hotel rooms ready for reservations	By July 25, 2034
500 affordable housing units. Affordable Housing Plan approved by City Council	150 units in phase 1. 90 units in phase 2 and 260 in remaining 3 phases	1000 affordable housing units. Affordable Housing Plan approved by City Council	300 in phase 1 and 180 in phase 2. 520 in remaining phases
DA fee of $2500 per unit	At certificate of occupancy	2% of construction project valuation	At certificate of occupancy
Transfer, sale, or assignment fee	Concurrent with any transfer, sale, or assignment; $50,000 for 2500 lots or more; $25,000 for 1000-2500 lots and $5,000 for less than 1000 lots	Concurrent with any transfer, sale, or assignment; $50,000 for 2500 lots or more; $25,000 for 1000-2500 lots and $5,000 for less than 1000 lots	Fee increased by an additional 5%
Funding for permanent fire station	Upon issuance of 1st building permit, bond submitted to City in an amount based on City Fee Nexus Study to cover cost	Funding for permanent fire station	Upon issuance of 1st building permit, bond submitted to City in an amount based on City Fee Nexus Study to cover cost

With regards to CEQA, the City had previously approved Resolution 2013-53 certifying the Final Program Environmental Impact Report that had been prepared for the La Entrada Specific Plan. The City determined that the First Amendment to the La Entrada Development Agreement would

not result in any new environmental effects that were not previously analyzed as part of the original project Environmental Impact Report. As such, no new environmental review was required, because there was no potential resulting in physical change to the environment, directly or indirectly.

Proposed Amended and Restated La Entrada Development Agreement

Following approval of the First Amendment to the Development Agreement the Landowner continued to work on the Engineering aspects of the Project, however no subsequent land development applications were submitted to the City.

In 2023, the KPC Group entered into a Purchase Agreement with PSAV LLC to purchase the La Entrada Property. In February 2025, escrow closed and the KPC Group now owns the property.

The KPC Group submitted the Amended and Restated La Entrada Development Agreement in June 2023. Since that time, City Staff and the Applicant have been discussing the various components of the proposed amendment. After approximately two years of negotiations, City Staff and the Applicant have reached consensus on the proposed Amended and Restated La Entrada Development Agreement.

The KPC Group has advised that they are renaming the Project from La Entrada to Kalifornia City. All references in the Amended and Restated Amendment will refer to the new name.

The proposed Amended and Restated Development Agreement significantly modifies the approved and amended Development Agreement. Staff has prepared the following summary table that illustrates the original approved Development Agreement, the First Amendment to the Development Agreement and the Proposed Second Amendment to the Development Agreement.

Summary of Original La Entrada Development Agreement (7/25/14), 1St Amendment to La Entrada Development Agreement (2/26/20) and Proposed Amended and Restated Amendment (Kalifornia City)

Original Development Agreement: 7/25/14		**1st Amendment: 2/26/20**		**Proposed Amended and Restated Amendment**
Development Agreement Term	15 years with 3, 5-year extensions from 2014 Effective Date with end date of July 2044	15 years with 3, 5-year extensions from 2014 Effective Date	End date of July, 2044	15 years with 3, 5-year extensions from 2025 Effective Date; End date of 2055
Commence Construction	By July 25, 2019	Commence construction	By July 25, 2024	Secure financing of Canal crossing or I-10/Avenue 50 Interchange within 15 years
800 occupancy permits	By July 25, 2024	800 occupancy permits	By July 25, 2029	No longer applicable
50,000 commercial sq. ft. constructed	By July 25, 2024	50,000 commercial sq. ft. constructed	By July 25, 2029	20,000 square feet of commercial constructed and certificate of occupancy issued within 7

				years of completion of I-10/Avenue 50 Interchange
140 hotel rooms ready for reservations	By July 25, 2029	140 hotel rooms ready for reservations	By July 25, 2034	100 rooms constructed and certificate of occupancy issued within 7 years of completion of I-10/Avenue 50 Interchange
500 affordable housing units. Affordable Housing Plan approved by City Council	150 units in phase 1. 90 units in phase 2 and 260 in remaining 3 phases	1000 affordable housing units. Affordable Housing Plan approved by City Council	300 in phase 1 and 180 in phase 2. 520 in remaining phases	100 units in phase 1; 100 in phase 2; 300 units in phase 3; 500 units in remaining phases 4 and 5
DA fee of $2500 per unit	At certificate of occupancy	2% of construction project valuation	At certificate of occupancy	No fee for first 12 years from Effective Date; $2500 for years 13-16; $5,000 for years 17-20; Fee in effect after 20 years. If under the proposed amendment the full 7800 unit build out occurs entirely before 12 years from the effective date, the fee savings to the developer could be a minimum of $39.7 million based on assumptions of 2025 single family unit valuation of 1,959 sq. ft home in Coachella of $254,670 per unit.
Transfer, sale, or assignment fee	Concurrent with any transfer, sale, or assignment: $50,000 for 2500 lots or more; $25,000 for 1000-2500 lots and $5,000 for less than 1000 lots	Concurrent with any transfer, sale, or assignment: $50,000 for 2500 lots or more; $25,000 for 1000-2500 lots and $5,000 for less than 1000 lots	Required Fee increased by an additional 5%	Reimbursement fee based on time spent
Funding for permanent fire station	Upon issuance of 1st building permit, bond submitted to City in an amount based on City Fee Nexus Study to cover cost	Funding for permanent fire station	Upon issuance of 1st building permit, bond submitted to City in an amount based on City Fee Nexus Study to cover cost	Upon issuance of 1st building permit, bond submitted to City in an amount based on City Fee Nexus Study to cover cost
DIF FEES	DIF fees frozen for first 2000 dwelling units	DIF fees frozen for first 2000 dwelling units	DIF fees frozen for first 2000 dwelling units	New Nexus Study within 12 months of date of commencement of Canal

				Crossing or Interchange. DIF fees in effect for 10 years from completion of Canal Crossing or Interchange subject to CPI Index for Riverside-San Bernardino CA metropolitan area
Prevailing Wage	N/A	N/A	N/A	Prevailing Wage pursuant to CA. Labor Code sections 1720 et seq required

The proposed Amended and Restated Development Agreement is a comprehensive amendment that in essence is a new Development Agreement that will guide the development of this property for the next 30 years.

Attachment No. 1 to this staff report is a red line of the Development Agreement that provides a comprehensive listing of the proposed modifications to the approved Development Agreement.

Attachment No. 2 to this staff report is a clean version of the proposed Amended and Restated Development Agreement.

Project Analysis

It has been almost 12 years since the La Entrada Specific Plan was first approved by the City Council. Despite the efforts of the City and prior Landowner, no development has occurred on this property.

The proposed Amended and Restated Development Agreement provides an additional 30-year term for development to occur within this area and provides the landowner with additional incentives to develop the property in accordance with the approved Specific Plan.

Environmental Analysis

On November 13, 2013, as part of the original approvals for the La Entrada Specific Plan, the City Council of the City of Coachella approved Resolution No. 2013-53 certifying the Final Program Environmental Impact Report prepared for the La Entrada Project applications in accordance with the California Environmental Quality Act (CEQA) along with specific findings and a statement of overriding considerations. In accordance with Section 15162 of CEQA, the proposed Amended and Restated Development Agreement does not result in any new environmental effects that were not previously analyzed as part of the original project. As such, no new environmental review is required, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Alternatives

1) Adopt Ordinance No.1223 approving the Amended and Restated La Entrada (Kalifornia City) Development Agreement
2) Deny Ordinance 1223
3) Continue the item and provide staff and the applicant with direction

Recommended Alternative

Staff recommends that the City Council approve Alternative No. 1

Attachments

1. Redline of proposed Amended and Restated Development Agreement
2. Clean copy of proposed Amended and Restated Development Agreement
3. Ordinance No.1223 approving the Amended and Restated Development Agreement

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into in the City of Coachella on the 25th day of July, 2014as of the _____ day of _____, _____, by and between the CITY OF COACHELLA, a municipal corporation ("City"), and PSAV LLC, a Delaware limited liability company and LLSE Holdings LLC, a New JerseyKPC Development Company, LLC, a California limited liability company (collectively "Landowner" or "Owner"), pursuant to the authority of Sections 65864 – 65869.5 of the California Government Code and the applicable provisions of the municipal code of the City of Coachella. The City and the Landowner are hereinafter, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

A. A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 – 65869.5 (the "Development Agreement Statute"), which authorizes a City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application.

B. B. City, a general law city, is authorized by the Development Agreement Statute to enter into development agreements with persons and entities having a legal or equitable interest in real property, for the purposes of establishing predictability for both the City and property owner in the development process. City enters into this Agreement pursuant to the provisions of the California Government Code, the City'sCity's General Plan (the "General Plan"), the Coachella Municipal Code (the "City'sCity's Municipal Code"), and all applicable City policies.

C. Landowner is the fee owner of the real property located within the City of Coachella, County of Riverside, State of California, and the City's approved sphere of influence, as further described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"). Owner desires to develop the Project in accordance with the City Approvals (defined below).

C. D. Landowner proposes to construct a multi-use development on the Property, commonly known as La Entrada (the "Project"), consistingOn July 25, 2014, the City and PSAV LLC, a Delaware limited liability company and LLSE Holdings LLC, a New Jersey limited liability company (collectively, "Prior Landowner") made and entered into a Development Agreement for the construction of 7,800 single and multi- family Unitsmulti-family units, commercial, retail and officeoffices uses, and community/public facilities, on approximately 2,200 acres (the "Project") located immediately south of and adjacent to 1-10Interstate 10 and east of the Coachella Branch of the All American Canal, as further described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

D. On January 18, 2023, Owner, as Buyer, and Prior Landowner as Seller, entered into that certain Purchase Agreement and Escrow Instructions for the purchase of the Property described therein (the "Purchase Agreement"). In connection with the sale of the Property, Owner and Prior Landowner executed that certain Assignment and Assumption of Development Agreement pursuant to which, Owner succeeded to Prior Landowner's rights, interests, and obligations under the Development Agreement.

E. As of the "Effective Date" as that term is described herein below, Landowner is or will be the equitable or fee owner of the Property. Owner desires to develop the Project in accordance with the City Approvals (defined below).

~~E.~~ F. The following approvals, entitlements, applications, and findings (collectively, the ~~"~~"City Approvals~~"~~") have already been adopted or are in place for the Project:

~~i.~~ On July 25, 2014, the City and PSAV LLC, a Delaware limited liability company and LLSE Holdings LLC, a New Jersey limited liability company (collectively, "Prior Landowner") made and entered into the original Development Agreement which is set to expire on July 25, 2029.

~~i.~~ ii. Resolution No. 2013-53, which certified Environmental Impact Report No. 12-01 (the ~~"~~"Project EIR~~"~~");

~~ii.~~ iii. Resolution No. 2013-50, which approved General Plan Amendment No. 12-02;

~~iii.~~ iv. Resolution No. 2013-51, which approved General Plan Amendment No. 12-03;

~~iv.~~ v. Resolution No. 2013-52, which approved Tentative Tract Map No. 36494;

~~v.~~ vi. Resolution No. WA-2013-04, which approved the Water Supply Assessment for the Project;

~~vi.~~ vii. Ordinance No. 1059, which approved Specific Plan Amendment No. 88-03 ("Specific Plan" or "La Entrada Specific Plan");

~~vii.~~ viii. Ordinance No. 1060, which approved Change of Zone No. 12-03 ~~including a pre-annexation~~that included the zoning of 588 acres that was subsequently annexed to the City of Coachella; ~~and~~

~~viii.~~ ix. Annexation No. 63 which ~~requests annexation of approximately~~annexed 588 acres into the City of Coachella~~.~~; and

x. First Amendment to the Development Agreement as set forth in Ordinance No. 1155, adopted February 26, 2020

~~F.~~ G. The development of the Project also will require future discretionary and ministerial approvals from the City that have not been reviewed or approved by the City prior to the Adoption Date (defined below) of this Agreement. These future discretionary and ministerial approvals by the City, include, but are not limited to, tentative maps, final subdivision maps, encroachment permits, grading permits, building permits, special permits, plan reviews, design review and certificates of occupancy (collectively the ~~"~~"Subsequent Approvals~~"~~"). The term ~~"~~"Subsequent Approvals~~"~~" also references and includes any further project review required by the California Environmental Quality Act (~~"~~"CEQA~~"~~"), including implementation of all mitigation measures, monitoring programs, and conditions adopted as part of the City Approvals.

~~G.~~ H. To ensure that the intentions of the City and Landowner with respect to the City Approvals are carried out, the Parties desire voluntarily to enter into this Agreement to facilitate development of the Project, subject to the conditions and requirements included in this Agreement.

~~H.~~ I. The City Council has determined that development of the Project will further the comprehensive planning objectives contained with the General Plan, as defined below, and ~~wi11~~will afford the City, its citizens and the surrounding region with the following benefits (the ~~"~~"Public Benefits~~"~~"):

~~i.~~ i. Fulfilling long-term economic and social goals for the City and the community, including amenities that the City and its residents desire;

~~ii.~~ ii. Providing fiscal benefits to the ~~City's~~City's general fund in terms of increased property tax and sales tax revenues to help support essential City services;

~~iii.~~ iii. Providing job creation, both short term construction employment and long-term permanent employment in the City;

~~iv.~~ iv. Financing and constructing significant infrastructure improvements that will serve the region and the community;

~~v.~~ v. Providing recreational amenities for use by the City and its residents, including approximately 345 acres of park, paseo and walking trails and approximately 557 acres of dedicated open space; and

~~vi.~~ vi. The best interests of the City and the public health, safety and welfare of its citizens will be served by entering into this Agreement.

~~I.~~ J. This Agreement constitutes a current and valid exercise of the ~~City's~~City's police powers, to provide predictability to Landowner in the approval and development process by vesting the permitted uses, density, intensity of use, timing, and phasing of development consistent with the City Approvals in exchange for ~~Landowner's~~Landowner's commitment to provide Public Benefits to the City.

~~J.~~ K. The phasing, timing, and development of public infrastructure necessitates a significant commitment of resources, planning and effort by Landowner for the public facilities financing, construction and dedication to be successfully completed. In return for ~~Landowner's~~Landowner's participation and commitment to these significant contributions of private resources for public purposes, the City is willing to exercise its authority to enter into this Agreement and to make a commitment of predictability for the development process for the Project and the Property. The development of the Project and the Property will be necessary to generate the fees, tax revenue and other funding required for the public infrastructure.

L. On November 13, 2013, as part of the original approvals for the La Entrada project and La Entrada Specific Plan, the City Council of the City of Coachella approved Resolution No. 2013-53 certifying the Final Program Environmental Impact Report prepared for the La Entrada Project applications in accordance with the California Environmental Quality Act (CEQA) along with specific findings and a statement of overriding considerations. This Agreement does not result in any new environmental effects that were not previously analyzed as part of the original project and no added information of substantial importance exists under Public Resources Code 21166 or CEQA Guidelines 15162 showing that any new or substantially increased significant impacts would arise from this Amended and Restated Development Agreement. As such, no new environmental review is required, because it has no potential for resulting in physical change to the environment, directly or indirectly.

~~K. After reviewing the Project EIR in the context of the consideration and approval of this Agreement, the City Council has determined that none of the elements set forth in California Public Resources Code Section 21166 and Section 15162 of the California Environmental Quality Act Guidelines exists, and therefore has determined that no subsequent or supplemental Environmental Impact Report or Mitigated Negative Declaration is required to be prepared prior to adopting the Enacting Ordinance approving this Agreement.~~

~~L. California's current drought conditions and Governor Brown's declaration of a statewide drought emergency (January 17, 2104) does not change or otherwise impact the water supply analyses or conclusions that have been reached for the La Entrada Specific Plan. The recent media coverage regarding drought conditions is understandable, as the Governor's declaration indicates that 2014 could become the State's driest year on record if current hydrologic patterns persist. However, such drought conditions, including multiple dry year and extraordinary single dry year events, are the very type of factors that have been anticipated and analyzed in the La Entrada Specific Plan EIR, the Responses to Comments, the Project's Watershed Study, the Project's Water Supply Assessment, the City's 2010 Urban Water Management Plan, the Coachella Valley Water District's ("CVWD") 2010 Urban Water Management Plan, CVWD's 20 l 0 Coachella Va11ey Water Management Plan Update, the 2011 Subsequent Programmatic Environmental Impact Report for the 2010 Coachella Valley Water Management Plan, the 2010 Coachella Valley Integrated Regional Water Management Plan, and the Department of Water Resources' 2011 Final State Water Project Delivery Reliability Report.~~

~~It is also important to note that drought conditions are not new to the La Entrada Specific Plan or to the City of Coachella. In fact, as analyzed in the Draft EIR for this Project, water~~

~~demands in the Coachella Valley will continue to be met in a sustainable manner by using the groundwater basin as a conjunctive use resource. These resources include the use of groundwater wells to produce amounts that are continually supplemented and recharged with Colorado River, State Water Project, and local water supplies. Overall, the Draft EIR found that the City's water supply is uniquely insulated from drought conditions and is capable of ensuring sufficient and reliable water supplies to meet demand.~~

M. The City Planning Commission held a duly noticed public hearing on this Agreement, on ~~May 21, 2014~~ _____, _____, and recommended approval of this Agreement to the City Council.

N. The City Council held a duly noticed public hearing on this Agreement, on ~~June 11, 2014~~ _____, _____. The City Council, on the recommendation of the Planning Commission, made findings and subsequently determined that the Project is one for which a development agreement is appropriate under the Development Agreement Statute and the applicable sections of the ~~City's~~City's Municipal Code. The City Council approved this Agreement by Ordinance No. ~~1067~~_____, introduced on ~~June 11, 2014~~ _____, and adopted on ~~June 25, 2014 (the "~~ _____ (the "Adoption Date~~"~~"). Ordinance No. ~~1067~~ _____ (the ~~"~~"Enacting Ordinance~~"~~") became effective on ~~July 25, 2014~~ _____ (the ~~"~~"Effective Date~~"~~").

O. Prior to the Second Reading adopting the Enacting Ordinance, Landowner has paid all amounts due to the City including mapping and eminent domain related costs in the amount of $1,168,521.76 eminent domain charges, plus administrative fees owed, including new City costs associated with the negotiation of this Agreement, and if not paid, this Agreement shall not be effective and shall terminate. All amounts paid by the Landowner to the City for eminent domain charges shall be a credit to the Landowner against future Development Impact Fees.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

~~1.~~ 1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

~~2.~~ 2. Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated as a part of this Agreement. Those Exhibits are:

~~Exhibit~~	~~Description~~
~~A.~~	~~Legal Description of Property~~

~~B.~~	~~Land Use Summary~~
~~C.~~	~~Development Impact Fees - Satisfaction and Credits~~
~~D.~~	~~Development Fee Credit Process~~
~~E.~~	~~Third Party Reimbursement Process~~
~~F.~~	~~Conditions of Approval~~
~~G.~~	~~Tentative Tract Map 36494~~
~~H.~~	~~Development Impact Fee Worksheet Form~~
~~I.~~	~~CFO Financing Parameters~~
~~J.~~	~~Form of Assignment Agreement~~

Exhibit A – Legal Description

Exhibit B – Specific Plan Land Use Summary

Exhibit C –Development Impact Fees – Satisfaction and Credits

Exhibit D – Development Impact Fee Credit Process

Exhibit E –Third Party Reimbursement Process

Exhibit F – Conditions of Approval for TTM 36494 and La Entrada Specific Plan Amendment Number 88-3

Exhibit G – Tentative Tract Map No. 36494

Exhibit H –CFD Financing Parameters

Exhibit I – Form of Assignment and Assumption Agreement

~~3.~~ 3. Terms and Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement:

~~3.1 "~~3.1 "Adoption Date~~"~~" means ~~June 11, 2014~~ _____, _____, the date on which the City Council conducted the first reading of the ordinance adopting this Agreement.

~~3.2 "~~3.2 "Agreement~~"~~" means this Amended and Restated Development Agreement between the City and the Owner. The term ~~"~~"Agreement~~"~~" shall include any amendment properly approved and executed pursuant to Section 24

herein and supersedes and replaces in full the original Development Agreement from 2014 and the First Amendment to the Development Agreement from 2020.

~~3.3 "Age-Restricted Project" means any residential project developed exclusively for residents aged fifty-five (55) or greater, or any project that meets the requirements of California Civil Code Section 51.3, as discussed in Section 12.4.~~

3.3 [Intentionally left blank]

~~3.4 "~~3.4 "Assignment Agreement~~"~~" is defined in Section 23.

~~3.5 "~~3.5 "Avenue 50 ~~Interchange and Infrastructure" means the proposed future Avenue 50 interchange at Interstate 10, and the~~canal crossing ("Canal Crossing") means the related road connection between the current terminus of Avenue 50 and the proposed future ~~interchange~~Interchange.

3.6 "Avenue 50 Interchange ("Interchange") means the approved future Avenue 50 interchange at Interstate 10.

~~3.6 "Builder's~~3.7 "Builder's Tentative Map~~"~~" means a map created for the purpose of designing individual residential lots or multi-family units for sale to end-user homeowners.

~~3.7 "~~3.8 "CC&Rs~~"~~" means the covenants, conditions and restrictions recorded against the Property by the Owner or its successors and assigns.

~~3.8 "~~3.9 "CEQA~~"~~" means the California Environmental Quality Act, codified at California Public Resources Code Sections 2100-21178.

~~3.9 "~~3.10 "CFD Agreements~~"~~" include, but are not limited to the rate and method of apportionment, funding and acquisition agreement and appraisal.

~~3.10 "~~3.11 "City Approval~~"~~" is defined in Recital ~~E~~F.

~~3.11 "~~3.12 "City Council~~"~~" means the governing body of the City.

~~3.12 "~~3.13 "City Facilities~~"~~" means those Public Facilities (defined in Section ~~3.65~~3.66) owned or to be owned by the City.

~~3.13 "~~3.14 "City Law~~"~~" means those ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Property in effect as of the Effective Date. The ~~City's~~City's Municipal Code and the adopted Specific Plan are included in this definition.

~~3.14 "~~3.15 "City Manager~~"~~" means the city manager of the City.

~~3.15 "City's~~3.16 "City's Municipal Code"" means the City of Coachella Municipal Code (also known as the ""Code of Ordinances""). However, changes to the Municipal Code occurring between the Adoption Date and the Effective Date, that materially alter any regulation or guideline in the Specific Plan prior to the Effective Date shall not be considered part of the ~~City's~~City's Municipal Code for purposes of this Agreement without ~~Owner's~~Owner's prior written consent.

~~3.16 "City's~~3.17 "City's Obligations"" means those obligations set forth in Section 14 herein.

~~3.17 "~~3.18 "Commercial Map"" means the division of a lot or parcel of land into two or more lots for the purpose of creating a development for commercial or business related purposes. This definition includes, but is not limited to, retail commercial and office commercial uses.

~~3.18 "~~3.19 "Commercial Sale"" means the sale or lease of a commercial lot, space or building intended for commercial, retail or mixed uses, to a member of the public or any other ultimate user.

~~3.19 "~~3.20 "Community Development Director"" means the Community Development Director, Development Services Director, Planning Director, or equivalent positions within the City organization.

~~3.20 "~~3.21 "Compliance Certificate"" is defined in Section 26.1.

~~3.21 "~~3.22 "Construction"" is defined in Section 13.1.

~~3.22 "~~3.23 "Construction Code"" means, collectively, the California Building Code and Title 24 of the California Code of Regulations.

~~3.23 "~~3.24 "County Recorder"" means Recorder of County of Riverside.

~~3.24 "~~3.25 "Default"" is defined in Section 25.1.

~~3.25 "~~3.26 "Development Agreement Fee"" refers to the fee set forth in Section ~~13.7~~13.8 herein.

~~3.26 "~~3.27 "Development Agreement Statute"" means the California Government Code Sections 65864-65869.5.

~~3.27 "~~3.28 "Development Approvals"" means all permits, certificates, approvals, and other entitlements approved or issued by the City for construction, use, occupancy, and/or development (including marketing and sales of land, or structures by Owner) of or on the Property, whether ministerial or discretionary. For the purposes of this Agreement, Development Approvals shall be deemed to

include, but are not limited to, the following actions, including revisions, addenda, amendments, and modifications to these actions:

- Master ~~Tentative Maps~~Subdivision Map, Financing Maps, ~~Builder's~~Builder's Tentative Maps, Final Maps and parcel maps;
- Conditional use permits, use permits, variances and exceptions, and site plan or design review approvals;
- Planned developments, specific plans, specific plan amendments, or other legislative approvals for specific neighborhoods;
- Rough grading, precise grading and building plan approvals and/or permits;
- Certificates of compliance and/or lot line adjustments;
- Improvement plans and permits, including, but not limited to, those related to street, drainage, utility, storm water, water quality management, and landscape improvements issued by the City;
- Occupancy permits; and
- CEQA documents, technical studies and other environmental review documents required for the Project and approved/adopted after the ~~Approval~~ Effective Date.

~~3.28 "~~3.29 "Development Impact Fees~~"~~" commonly referred to as the "~~"~~DIF Fee~~"~~" means all fees: (i) established and imposed upon the Project by the City pursuant to the Mitigation Fee Act as set forth in California Government Code Section 66000 et seq., and this Agreement; and (ii) in effect as of the date specified in Section ~~12.3~~12.3.1 of this Agreement. Any water and sewer service fees, including but not limited to hook-up fees and ~~supplemental water supply charges~~Supplemental Water Supply Charges, are specifically excluded from this definition.

~~3.29 "~~3.30 "Enacting Ordinance~~"~~" means Ordinance No. ~~1067~~ _____ adopted by the City Council on ~~June 11, 2014~~ _____, _____ and effective on ~~July 25, 2014~~ _____, _____.

~~3.30 "~~3.31 "Effective Date~~"~~" is defined in Section 8.2.

~~3.31 "~~3.32 "Existing City Approvals~~"~~" means all City Approvals in effect on the Effective Date.

~~3.32 "~~3.33 "Existing Financing District~~"~~" means the City of Coachella ~~CFO~~CFD No. 2005-1 (Law Enforcement, Fire and Paramedic Services).

~~3.33 "~~3.34 "Existing Land Use Regulations~~"~~" means all Land Use Regulations in effect on the Effective Date, including the General Plan and La Entrada Specific Plan, as amended. However, changes to the Land Use Regulations approved or becoming effective between the Adoption Date and the Effective Date shall not be considered part of the Existing Land Use Regulations without ~~Owner's~~Owner's prior written consent.

~~3.34 "Fair Market Value" means the appraised value as determined by an appraiser mutually acceptable to the Parties. If the Parties cannot agree on an appraiser within ten (I 0) days after either Party requests a determination of the Fair Market Value, then, within an additional fifteen (15) days, each shall select an appraiser who shall appraise the subject property and the Parties shall attempt to agree on the Fair Market Value on the basis of the two appraisals. If the Parties cannot so agree within ten (10) days after the last of the two appraisals is delivered to both Parties, then, within an additional ten (10) days, the Parties shall select a third appraiser. Within thirty (30) days after being selected, the third appraiser shall prepare a new appraisal that will be binding on the parties.~~

~~3.35~~ [Reserved]

~~3.35 "~~3.36 "Federal~~"~~" means the United States of America.

~~3.36 "~~3.37 "FIA~~"~~" is defined in Section ~~13.8.2~~13.9.2.

~~3.37 "~~3.38 "Final Map~~"~~" includes the terms Final Map, Final Tract Map and shall have the same meaning as those terms are defined in the California Subdivision Map Act (California Government Code Section 66410 et seq).

~~3.38 "~~3.39 "Financing District~~"~~" means a community facilities district to be authorized pursuant to the Mello-Roos Act, an assessment district, ~~an~~enhanced infrastructure financing district, and or other form of district or bond financing authorized by the State as a means to fund public improvements including, public safety services, and/or maintenance of those improvements~~.~~

~~3.39 "~~3.40 "Financing Map~~"~~" includes ~~Tentative Tract~~Final Map 36494, and any other similar map recorded for finance and conveyance purposes only.

~~3.40 "~~3.41 "Fiscal Review~~"~~" is defined in Section ~~13.8.2~~13.12.

~~3.41 "~~3.42 "General Plan~~"~~" means the general plan of the City.

~~3.42 "~~3.43 "Government Code~~"~~" shall mean the California State Government Code.

~~3.43 "~~3.44 "Implementing Project~~"~~" means a subsequent project, located in the Specific Plan area, pursuant to either a ~~Builder's~~Builder's Tentative Map or Commercial Map.

~~3.44 "Indemnitor"~~3.45"Indemnitor" is defined in Section ~~30~~31.

~~3.45 "~~3.46 "La Entrada Facility CFD~~"~~" means any Community Facilities District created or adopted for the Project to finance City Facilities.

~~3.46~~ 3.47 "La Entrada Services CFD~~"~~" means any services and maintenance Community Facilities District created or adopted for the Project.

~~3.47 "~~3.48 "LAFCO~~"~~" means the Riverside County Local Agency Formation Commission.

~~3.48 "~~3.49 "Landowner~~"~~" or ~~"~~"Owner~~"~~" means collectively ~~PSAV~~KPC Development Company, LLC, a ~~Delaware~~California limited liability company and ~~LLSE Holdings LLC, a New Jersey limited liability company, and~~ their respective successors and assigns to all or any part of the Property, as set forth in Section 5 of this Agreement.

~~3.49 "~~3.50 "Land Use Regulations~~"~~" means all ordinances, resolutions, codes, rules, regulation, moratoria, initiatives, and official policies of the City governing the development and use of land, including, without limitation, the General Plan, zoning ordinances, subdivision ordinances (but not Tentative or Final Maps, which are City Approvals), specific plans, planned community texts, and their respective amendments. Land Use Regulations govern, without limitation, the permitted use ~~ofland~~of land, the density or intensity of use, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, construction, and initial occupancy standards and specifications applicable to the Project.

~~3.50 "~~3.51 "Master Developer~~"~~" shall mean the developer responsible for the master planning of the Project including, without limitation, infrastructure and utilities planning, site preparation, identification of users, phasing and the potential development of sites for users within the Project. The Master Developer is responsible for managing the development of the Project from planning to final build-out including, without limitation, infrastructure development, financing, marketing and asset management. The Landowner shall have all of the obligations of the Master Developer unless and until there is a formal assignment approved by the City in accordance with this Agreement.

~~3.51 "~~3.52 "Master Developer Funding~~"~~" is defined in Section ~~13~~13.12.~~I 1.~~

8023700877433462087084832142643569.2

~~3.52 "~~3.53 "Master Tentative Map~~"~~" or "~~"~~Master Subdivision Map~~"~~" means a map that subdivides large tracts of land into smaller parcels for the purpose of later selling or otherwise transferring the parcels for further subdivision, together with planning and construction of infrastructure elements, but not for the purpose of creating individual commercial parcels or individual residential lots for sale to end-user homeowners. The purpose and intent of the Master Subdivision Map process is to allow the subdivision ~~ofland~~of land to correspond to the Specific Plan Planning Areas, open space, and infrastructure elements without allowing the creation of individual commercial or residential lots. For nonresidential property, while the Master Subdivision Map process may create parcels which may or may not be subdivided further, no building may be undertaken on any master parcel unless and until all other required discretionary entitlements have been lawfully obtained, as required by applicable land use and development regulations of the Specific Plan. The boundary lines on any Master Subdivision Map shall correspond to applicable Planning Area plan land use designations and infrastructure elements.

~~3.53 "~~3.54 "Mello-Roos Act~~"~~" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 et seq., of the California Government Code.

~~3.54 "~~3.55 "Mortgage~~"~~" is defined in Section 28.

~~3.55 "~~3.56 "Mortgagee~~"~~" is defined in Section 28.

~~3.56 "~~3.57 "Option Term~~"~~" means any extension of the Term of this Agreement, as allowed in Section 8.3.

~~3.57 "~~3.58 "Oversized Improvements~~"~~" is defined in Section 14.2.3.

~~3.58 "Owner's~~3.59 "Owner's Facilities Obligations~~"~~" means those obligations of Owner, excluding any reimbursements or credits, to construct public improvements, to the extent required by City Approvals and as specified in this Agreement.

~~3.59 "~~3.60 "Party~~"~~" or "~~"~~Parties~~"~~" means the City and the Owner.

~~3.60~~ 3.61 "Permit Streamlining Act~~"~~" means Sections 65920 et. seq., of the Government Code and all successor provisions thereof.

~~3.61 "~~3.62 "Planning Commission~~" mean~~" means the planning commission of the City.

~~3.62 "~~3.63 "Project~~"~~" is defined in Recital ~~D~~C.

~~3.63 "~~3.64 "Property~~"~~" means the real property governed by the La Entrada Specific Plan and EIR, as described in Exhibit A.

~~3.64 "~~3.65 "Public Benefit~~"~~" means ~~Owner's~~Owner's contributions, as defined in Section 21.2 and further described in Section 13, toward land, improvements and funding to further the development of the Public Facilities.

~~3.65 "~~3.66 "Public Facilities~~"~~" means collectively, the City Facilities, Fire Facilities, Park and Recreation Facilities, Police Facilities, Streets and Highways Facilities, Water and Sewer Facilities, stormwater and drainage facilities and School Facilities.

~~3.66 "~~3.67 "Quimby Fees~~"~~" means all fees (i) established and imposed upon the Project pursuant to the Quimby Act as set forth in California Government Code Section 66477 et seq., and this Agreement, (ii) in effect as of the Adoption Date.

~~3.67 "~~3.68 "Reservation of Rights~~"~~" means the rights and authority excepted from the assurances and rights provided to Landowner under this Agreement and reserved to City under Section 11 of this Agreement.

~~3.68~~ 3.69 "Residential Sale~~"~~" means the sale of a Unit to a member of the public or any other ultimate user. In the case of a multi-family rental project, the term ~~"~~"Residential Sale~~"~~" shall apply once a certificate of occupancy has been issued for the building(s).

~~3.69 "~~3.70 "State~~"~~" means the State of California.

~~3.70 "~~3.71 "Subsequent Approvals~~"~~" is defined in Recital ~~F~~G.

~~3.71 "~~3.72 "Subsequent Land Use Regulation~~"~~" means those Land Use Regulations which are both adopted and effective after the Approval Date and which are not included within the definition of Existing Land Use Regulations.

~~3.72 "~~3.73 "Substantial Conformance, Minor Modifications/Technical Adjustments~~"~~" is as defined in Section 5.1.5 of the La Entrada Specific Plan.

~~3.73 "~~3.74 "Supplemental Water Supply Charge~~"~~" shall have the same meaning as is contained in the Memorandum of Understanding dated February 2013 by and between the City and Coachella Valley Water District.

~~3.74 "~~3.75 "Tentative Map(s)~~"~~" means any Project tentative map approved after the Effective Date, including a tentative parcel map, as defined in the California Subdivision Map Act and the Municipal Code.

~~3.75 "~~3.76 "Term~~"~~" as outlined in Section 8.3 means the initial ~~Tenn~~Term and any Option ~~Tenn~~Term of this Agreement.

~~3.76 "~~3.77 ~~"~~"Transferee~~"~~" means any third party that has acquired an interest or estate in all or any portion of ~~Owner's~~Owner's interest, rights, or obligations under this Agreement.

~~3.77 "~~3.78 ~~"~~"Transferred Property~~"~~" means any portion of the Property acquired by Transferee.

~~3.78 "~~3.79 ~~"~~"TUMF~~"~~" shall mean the Coachella Valley Transportation Uniform Mitigation Fee.

~~3.79 "~~3.80 ~~"~~"Uniform Administrative Code~~"~~" means the Uniform Administrative Code, ~~2013 Edition~~in effect as of the date that any building permit is issued by the City, as promulgated and published by the International Conference of Building Officials.

~~3.80 "~~3.81 ~~"~~"Uniform Building Code~~"~~" means the International Building, Mechanical, Plumbing, Electrical and Fire Codes in effect as of the date that any building permit is issued by the City.

~~3.81 "~~3.82 ~~"~~"Unit~~"~~" means a residential dwelling unit within the Project regardless of whether for sale or for rent. ~~This definition is provided for the purpose of calculating the Development Agreement Fee set forth in Section 13.7 and Development Impact Fee described in Exhibit C, and is not intended to allow for conversion of non- residential uses to residential uses.~~

~~3.82 "~~3.83 ~~"~~"Vested Rights~~"~~" is defined in Section 12.1.

~~4.~~ 4. Provisions Required by Statute. California Government Code Sections 65865.1 and 65865.2 provide, in part, that a development agreement shall specify the following:

~~(a)~~(a) Duration of the Agreement. See Section 8.3 of this Agreement.

~~(b)~~(b) Permitted uses of the Property. See Section 12.1 of this Agreement.

~~(c)~~ (c) Maximum height and size of proposed buildings. See City Approvals and Exhibit F.

~~(d)~~ (d) Reservation or dedication of land for public purposes. See City Approvals and Exhibit F.

~~(e)~~ (e) Periodic review, at least annually, to demonstrate good faith compliance with ~~the development agreement~~this Agreement. See Section 26 of this Agreement.

~~5.~~ 5. Landowner Representations and Warranties. The Landowner is ~~PSAV, LLC and LLSE Holdings~~KPC Development Company, LLC. For purposes of this Agreement, the ~~Landowner's~~Landowner's office address is: ~~c/o New West Communities, 5055 West~~

~~Patrick Lane #101, Las Vegas, Nevada 89118.~~9 KPC Parkway, Suite 301, Corona, CA 92879.

Landowner represents and warrants that, as of the Effective Date of this Agreement:

~~5.1~~ 5.1 Property Ownership. Landowner is the only equitable or fee owner of the Property and no other person or entity holds any legal or equitable interests in the Property.

~~5.2~~ 5.2 Organization. The Landowner ~~consists of~~is a limited liability ~~companies~~company, duly organized, validly existing and in good standing under the laws of the ~~States of Delaware and New Jersey~~State of California, with full right, power, and authority to conduct its business within the State of California as presently conducted, and to execute, deliver and perform its obligations under this Agreement.

~~5.3~~ 5.3 Authorization. The Landowner has taken all necessary actions to authorize its execution, delivery and, subject to any conditions set forth in this Agreement, performance of this Agreement. Upon the Effective Date ~~of this Agreement~~, this Agreement ~~shall~~will constitute a legal, valid, and binding obligation of the Landowner, enforceable against it in accordance with its terms.

~~5.4~~ 5.4 No Conflict. The execution, delivery and performance of this Agreement by the Landowner does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (i) the company organizational documents of the Landowner, or (ii) any material agreements to which the Landowner is a Party.

~~6.~~ 6. City Representations and Warranties. The City represents and warrants that, as of the Effective Date of this Agreement:

~~6.1~~ 6.1 Authorization. The execution and delivery of this Agreement and the necessary performance of the obligations of the City have been duly authorized by all necessary actions and approvals required for a municipal corporation.

~~6.2~~ 6.2 Good Standing. The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement.

~~6.3~~ 6.3 Enforceability. This Agreement is a valid obligation of the City and enforceable in accordance with its terms.

~~6.4~~ Development Approvals; Entitlements; Development Impact Fee Satisfaction. The City acknowledges and agrees that Owner has succeeded to the rights and benefits of the Prior Owner under this Agreement, including, but not limited to any and all issued Development Approvals, Subsequent Approvals, any and all

paid and deemed satisfied Development Impact Fees, including, but not limited to those set forth in Section 14.2 and Exhibit C to this Agreement.

~~6.5~~ No Default. As of the Effective Date, there is no uncured default under this Agreement, and this Agreement is in full force and effect.

~~6.6~~ Successor. The City acknowledges and agrees that Owner has succeeded to the rights and benefits of the Prior Owner under this Agreement.

~~7.~~ 7. Relationship of City and Landowner. The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and knowingly and voluntarily entered into by the City and Landowner and that the Landowner is an independent contractor and not an agent or partner of the City. The Parties further acknowledge that neither Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of Landowner, the affairs of the City, or otherwise. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them~~,~~ and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the City and Landowner joint venturers or partners. The only relationship between the City and Landowner is that of a governmental entity regulating development and the owner of the Property and developer of the Project.

~~8.~~ 8. Execution, Recording and Term.

~~8.1~~ 8.1 Execution and Recording. Section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded in the Official Records of the County of Riverside, State of California no later than ten (10) days after the Effective Date, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

~~8.2~~ 8.2 Effective Date. The Effective Date of this Agreement shall be the date on which the Enacting Ordinance became effective, which shall be thirty (30) days from the date of the second reading of the Enacting Ordinance by the City Council.

~~8.3~~ 8.3 Initial Term and Options. The initial term of this Agreement shall commence on the Effective Date and continue for the earlier of: (i) a period of fifteen (15) years from the Effective Date ~~(the "~~, subject to extension pursuant to Landowner's Extension Option(s) (the "Initial Term~~")~~"); (ii) entry of a final judgment of a court of last resort setting aside, voiding, or annulling the Enacting Ordinance approving this Agreement; (iii) the adoption, by voters of the City, of a

referendum measure overriding or repealing the Enacting Ordinance approving this Agreement; (iv) completion of the Project in accordance with the terms of this Agreement, including issuance of all required occupancy permits and acceptance, as required by City Law, of all required dedications and the satisfaction of all of ~~Landowner's~~Landowner's obligations under this Agreement; or (v) as may be provided by other specific provisions of this Agreement.

Following the expiration of the Initial Term and any subsequent Extension Terms, this Agreement shall be deemed terminated and of no further force and effect, regardless of whether Landowner has paid any Development Impact Fees, but subject to those provisions that by their terms expressly survive termination.

Landowner shall have the option to extend the ~~initial~~Initial Term for a maximum of three ~~(3)~~ five (5) year extensions for a total possible term of thirty (30) years (the ~~"~~"Option Term~~"~~") unless the Term is terminated, modified, or extended by the terms of this Agreement, or by mutual consent of the Parties hereto, provided: (a) Landowner provides at least one hundred eighty (180) days advance written notice prior to the expiration of the ~~initial~~Initial Term or any preceding Option Term of its intent to request an Option Term; ~~and~~ (b) the Landowner is not then in Default under this Agreement~~.~~; (c) Landowner shall have secured (with the cooperation of City furnished on a good faith basis) and provided to City all financing required for either the Canal Crossing or the Interchange; and (d) The Project Milestones set forth in Section 13.1 have been satisfied within the timelines as indicated.

~~Upon the request of Owner, any Option Term shall be confirmed by a vote of the City Council, in writing, at least thirty (30) days prior to the expiration of the initial Term or any preceding Option Tenn.~~

Following the expiration of the Term and any subsequent Option Term, this Agreement shall be deemed terminated and of no further force and effect regardless of whether Landowner has paid any Development Impact Fees.

~~8.4~~ 8.4 Extension of Term Due to Litigation. In the event that litigation is filed by a third party (defined to exclude City and Landowner and any assignee or Transferee of Landowner) which seeks to invalidate this Agreement or any of the City Approvals or Subsequent Approvals, the Term shall be extended for a period equal to the length of time from the time a summons and complaint and/or petition are served on the defendant(s)/respondent(s) until the resolution of the matter is final and not subject to appeal.

~~8.5~~ 8.5 Extension of Approvals or City Approval.

~~1.~~ 1. Financing Maps and Master Subdivision Maps or Master Tentative Map. Pursuant to California Government Code Section 66452.6, the term of all Master Subdivision Map or Master Tentative Maps and Financing Maps

that are approved for all or any portion of the Property, both prior and subsequent to the Effective Date, shall be automatically extended to a date coincident with the Term. Builder Tentative Maps shall be governed by the Subdivision Map Act and the ~~City's~~City's Subdivision Ordinance.

~~2.~~ 2. Discretionary Actions. Design reviews, use permits, variances and exceptions, public art approvals not related to a subdivision map approval, and governed by the procedures of the ~~City's~~City's Municipal Code or other applicable specific plan, shall lapse according to the regulations in the ~~City's~~City's Municipal Code or applicable specific plan.

~~8.6 Automatic Termination of~~8.6 Release from Agreement. This Agreement shall ~~automatically be terminated~~no longer be applicable to a specific Unit or parcel, without any further action by either Party or need to record any additional document upon the occurrence of any of the following:

~~(a)~~ (a) Issuance of a Certificate of Occupancy. Upon issuance by the City of a final certificate of occupancy for a Unit.

In connection with its issuance of a final inspection for such improved Unit or lot, City shall confirm that all improvements, which are required to serve the Unit or lot, as determined by City, have been accepted by City, and all fees paid. Termination of this Agreement for any Unit as provided in this Section 8.6(a) shall not in any way be construed to terminate or modify any general tax, special tax, assessment or covenant affecting such Unit or lot at the time of termination.

~~(b) Non-Residential Sale. The non-residential sale or Commercial Sale of a lot in the Project; or~~

(b) [Intentionally left blank]

(c) (c) Conveyance to an Association. Upon the conveyance of any lot, parcel or other property, whether residential, commercial, or open space, to a homeowners~~'~~' association, property owners' association, or public or quasi-public entity, that lot, parcel, or property and its owner shall have no further obligations under and shall be released from this Agreement automatically and without necessity of a separate instrument, provided that this paragraph shall not be deemed to release any transferee, including a good faith purchaser, from obligations to pay any special taxes or assessments imposed in connection with a Financing District. Additionally, Landowner shall have no further obligations under and shall be released from the obligations and encumbrances of this Agreement with respect to that lot.

(d) (d) No Formal Action Required. No formal action by the City is required to effect any release occurring under this Section. However, within forty-five (45) days after ~~Landowner's~~Landowner's request, the City ~~shall~~shall sign and deliver an estoppel certificate or other similar document, to acknowledge the release.

~~8.7~~ 8.7 Rights and Obligations Upon Expiration of the Term. Following termination of this Agreement, as to a lot or parcel, all the rights, duties and obligations of the Parties hereunder shall terminate and be of no further force and effect, except with respect to Section 12. Upon termination of this Agreement, Landowner shall thereafter comply with the provisions of all City Laws then in effect or subsequently adopted with respect to the Property and/or the Project, except that any termination shall not affect any right vested (absent this Agreement), or other rights arising from Approvals and/or City Approvals granted by the City for development of all or any portion of the Project, including but not limited to any approval defined in Section 8.5, valid building permit, or certificate of occupancy. Termination of this Agreement shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a valid building permit issued by the City. Furthermore, no termination shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to an approved Plot Plan Review, valid building permit previously issued by the City or certificate of occupancy provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

~~8.8~~ 8.8 Limitation on Subsequent Land Use Regulations. Except as set forth in the La Entrada Specific Plan and Section 8.11, during the Term, City shall not apply any City Laws enacted after the ~~Adoption~~Effective Date that would conflict with or impede the Vested Rights of Landowner as set forth in this Agreement or otherwise conflict with this Agreement or the Existing City Laws or Existing Land Use Regulations, without ~~Landowner's~~Landowner's written consent, which consent shall be at ~~Landowner's~~Landowner's sole discretion.

~~8.9~~ 8.9 Conflicting Laws. For purposes of illustrating, but in no way limiting the provisions of this Section, any action or proceeding of the City (whether enacted by the legislative body or the electorate), that has any of the following effects on the Project, shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws and/or Existing Land Use Regulations:

~~(a)~~ (a) Reduce the maximum number of Units permitted or increase the minimum number of Units required to be developed on the Property from that required by City Law or this Agreement;

~~(b)~~ (b) Change any land use designation or permitted use of the Property from that shown in City Law or on the adopted La Entrada Specific Plan, except as may be permitted under a future specific plan amendment;

~~(c)~~ (c) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property;

~~(d)~~ (d) Limit or restrict any right specifically granted by the City Approvals; or

~~(e)~~(e) Increase Development Impact Fees (""DIF""), repeal or restrict credits or any other actions that directly conflict with the terms and provisions of this Agreement.

~~8.10~~ 8.10 Applicable Rule/City Approval/Development Agreement Inconsistency. In the event of any inconsistency between any Existing City Law, Existing Land Use Regulation, City Approval and the La Entrada Specific Plan and this Agreement, the provisions of the La Entrada Specific Plan and this Agreement shall control.

~~8.11~~ 8.11 Subsequent Approvals. In reviewing and acting on applications for Subsequent Approvals, the City shall apply the City Approvals and the Existing Land Use Regulations when considering the application and may attach such conditions as necessary to comply with the City Approvals and Existing Land Use Regulations. Applications for Subsequent Approvals shall be processed diligently in good faith by the City and considered in a manner consistent with the rights granted by this Agreement and City Law.

With the City Approvals, the City has made a final policy decision that development of the Property and the Project ~~are~~is consistent with the City Approvals and are in the best interests of the public health, safety, and general welfare.

Nothing herein shall limit the ability of the City to require the necessary reports, analysis, or studies to assist in determining whether the requested Subsequent Approval is consistent with the City Approvals, City Law and this Agreement. ~~City's~~ City's review of the Subsequent Approvals shall be consistent with this Agreement, including, without limitation, Section 11 of this Agreement. ~~To the extent that is consistent with CEQA, as determined by the City in its reasonable discretion, the City shall utilize the Environmental Impact Report No. 12-0-I, certified on November 13, 2013, to review the environmental effects of theSubsequent Approvals.~~ Any conditions, terms, restrictions, or requirements imposed by the City on the Subsequent Approvals shall not prevent development of the Property for the uses and to the density of development included in the City Approvals.

~~8.12~~ 8.12 Substantial Conformance and Minor Modifications/Technical Adjustments. The provisions of this Agreement require a close degree of cooperation between the Parties. Any Substantial Conformance or Minor Modifications/Technical Adjustments, as that term is defined in Section 5.1.5 of the La Entrada Specific Plan, may be required from time to time, to accommodate design changes, engineering changes and other refinements related to the details of the Parties~~'~~'' performance.

Accordingly, the Parties may mutually consent to adopting any Substantial Conformance, Minor Modifications/Technical Adjustments through administrative approvals by the Community Development Director, his or her designee, or any other City department head when the Parties mutually determine that the proposed modifications and refinements are subject to the terms and conditions of this Section 8.12, and not significant changes requiring amendment of this Agreement.

~~8.13~~ 8.13 Initiative and Referenda. If any City Law is enacted or imposed by a ~~citizen~~ citizen sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property or Project. The Parties, however, acknowledge that the ~~City's~~City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Property or Project. Landowner agrees and understands that the City does not have authority or jurisdiction over another public ~~agency's~~agency's authority to grant a moratorium or to impose any other limitation that may affect the Property or Project.

~~9.~~ 9. Development Timing. The Parties acknowledge that Landowner cannot, at this time, predict when or the rate at which the phases of the Project will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors which are not within the control of the Landowner, such as market conditions and demand, interest rates, absorption, completion and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties~~'~~'' agreement, it is the Parties~~'~~'' desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement, Landowner shall have the vested right to develop the Project in such order and at such rate and at such times as Landowner

deems appropriate in the exercise of its business judgment, provided that Landowner is in compliance with the City Approvals.

Notwithstanding the above, the Landowner is required to comply with the specific construction milestones set forth in Section 13.1 (~~"Construction~~"Project Milestones~~"~~").

~~10.~~ 10. Compliance with Requirements of Other Governmental Entities. During the Term, Landowner, at no cost to City, shall comply with lawful requirements of, and obtain all permits and approvals required by other local, regional, State and Federal agencies having jurisdiction over the ~~Landowner's~~Landowner's activities in furtherance of this Agreement. Landowner shall pay all required fees when due to local, regional, State and Federal governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

~~10.1~~ 10.1 City Cooperation. City shall cooperate with Landowner in ~~Landowner's~~Landowner's efforts to obtain permits ~~and~~, approvals, and funding from local, regional, State and Federal governmental agencies, provided that same does not impose any costs on or require the City to incur any costs without reimbursement~~,~~ or require the City to amend any of the ~~City's~~City's policies, regulations or ordinances.

~~10.2~~ 10.2 Quotas, Restrictions or Other Growth Limitations. Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the City Approvals against subsequent City Laws that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the City Approvals.

~~11.~~ 11. Reservation of Rights

~~11.1~~ 11.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

~~1.~~ 1. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals and Subsequent Approvals and for monitoring compliance with any such approvals granted or issued;

~~2.~~ 2. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure;

~~3.~~ 3. Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments thereto including, without limitation

the ~~City's~~City's building code, plumbing code, mechanical code, electrical code and any future City grading ordinance;

~~4.~~ 4. Temporary regulations which may be enacted and may be in conflict with this Agreement, but which are objectively required, and for which there are no available reasonable alternatives, to protect the public health, safety and welfare in the event of a sudden, unexpected occurrence involving a clear and imminent danger, and demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public service within the immediate community. Such regulations must be a valid exercise of the ~~City's~~City's police power and must be applied and construed so as to provide the Landowner, to the maximum extent feasible and possible, with the rights and assurances provided in this Agreement. Any regulations, including moratoria, enacted by the City and imposed on the Property to protect the public health, safety and welfare in the circumstances described in this Section shall toll the Term, Option Term, and any other time periods for performance by Landowner and City, as set forth in this Agreement;

~~5.~~ 5. As provided in Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies to the extent that such changes are specifically mandated and required by changes in State or Federal laws or regulations. In the event changes in the law prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended as may be necessary to comply with the changes in the law, and the City, in consultation with the Landowner, shall determine such actions as may be reasonably required. It is the intent of the Parties that any such modification or suspension be limited to that which is necessary and to preserve to the greatest extent feasible and possible the original intent of the Parties in entering into this Agreement. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations. Nothing in this Agreement shall preclude the City or Landowner from contesting, by any available means, including, without limitation, administrative or judicial proceedings, the applicability of any such State or Federal laws or regulations to the Property;

~~6.~~ 6. Regulations that impose, levy, alter or amend fees and charges, or Land Use Regulations relating to consumers or end users, including, without

limitation, trash enclosure/bin placement, service charges and regulations on vehicle parking; and

~~7.~~ 7. Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, collected by the City.

~~11.2~~ 11.2 Subsequent Approvals. This Agreement shall not prevent City, in acting on Subsequent Approvals, and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

~~11.3~~ 11.3 Electricity, Internet, Cable TV and Telephone. The Parties acknowledge and agree that the City, to the full extent permissible by law, is reserving its authority and ability to provide and serve the Project with electricity, cable TV, internet, telephone, wireless and other utility services~~ and products if and when the City has the means, capability and infrastructure necessary to provide some or all of these utility services.~~, including, but not limited to water and sewer. City shall retain the option, in its sole and absolute discretion, to contract with a third-party to provide any service to all or any portion of the Project. City and Developer may discuss these matters at any time to identify a potential alternative that shall be subject to discretionary approval of the City Council.

~~11.4~~ 11.4 Modifications or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

~~11.5~~ 11.5 Intent. The Parties acknowledge and agree that the City is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to the City all of its police power that cannot be or is not expressly so limited. This Agreement shall be construed to reserve to City all such power and authority that cannot be or is not by this ~~Agreement's~~Agreement's express terms so restricted.

~~12.~~ 12. Vested Rights.

~~12.1~~ 12.1 Permitted Uses/Vested Rights. During the Term, the permitted uses of the Property, the density and intensity of use, the rate, timing and sequencing of development, the maximum height and design and size of proposed buildings, the parking standards, the provisions for reservation and dedication ~~of1and~~of land,

and any other applicable development standards shall be those set forth in the City Approvals, and the City Laws in force and effect on the Adoption Date of this Agreement (the "“Vested Rights"”).

~~12.2~~ 12.2 Fees and Exactions. The City hereby agrees that the Project has satisfied certain Development Impact Fee requirements and may be entitled to certain Development Impact Fee Credits and Third Party Reimbursements as more particularly described in Section 14.2 ~~and Exhibits C, D and E~~ of this Agreement, and as governed by the City Municipal Code, including but not limited to Section 4.45.110 and prior City administrative practices. Unless otherwise specifically stated in this Agreement ~~or Exhibits C, D and E~~, the Parties recognize that the current City Approvals do not include sufficient detail to identify all potential improvements that may be eligible for Development Impact Fee Credits and Third Party Reimbursements. All requests for additional Development Impact Fee Credits and Third Party Reimbursements not covered by this Agreement shall be subject to review, verification and acceptance by the City in accordance with the process outlined in the City Municipal Code.

Protection for any increases in any of the ~~City's~~City’s Development Impact Fees shall not include increases mandated by the County, the State of California, the federal government, the ~~City's~~City’s water authority, the ~~City's~~City’s sanitary district or any other entity that is outside the control of the City. This Section shall not be construed to limit the authority of the City to charge processing fees of Citywide applicability.

~~12.3 Freeze~~12.3 Ceilings of Development Impact Fees. Development Impact Fees for this Project which are not deemed fully satisfied pursuant to ~~the~~Section 14.2 and Exhibit C of this Agreement or otherwise credited pursuant to this Agreement shall ~~be frozen~~not increase, both in category of fees charged and fee amount~~, at~~ – for both commercial and residential construction – from the rates in effect as of the ~~first~~ nexus study and resulting DIF schedule which shall be completed and adopted by the City Council ~~after the Effective Date of this Agreement and shall remain frozen for the first two thousand (2,000) Units constructed in the Project.~~subject to the following requirements:

~~12.4 Reduction in Development Impact Fees for Age Restricted Project. Any qualifying Age Restricted Project developed in the Project shall be eligible for an automatic reduction equivalent to thirty three percent (33%) of the then current Development Impact Fees imposed by the City on Units. This reduction shall be in addition to any other Fee Credits and Third Party Reimbursements available under this Agreement.~~

~~1.~~ City shall adopt such new nexus study and resulting DIF schedule within (12) months from the earlier of the date of the commencement of construction for either the Canal Crossing or the Interchange, with “commencement” defined as (1) identification and transfer of all funding

required for either the Canal Crossing or the Interchange; (2) procurement and contracting by City of all construction services for either the Canal Crossing or the Interchange; and (3) the notice of commencement provided by the City to the contractor for commencement of either the Canal Crossing or the Interchange.

~~2.~~ The resulting schedule of Development Impact Fees shall be in effect for ten (10) years from the earlier of the date of the completion of either the Canal Crossing or the Interchange (the completion date of which shall be reasonably determined by the City of Coachella City Engineer) and subject only to an annual Consumer Price Index for the Riverside-San Bernardino-Ontario, CA metropolitan area from the Effective Date

~~3.~~ The foregoing paragraphs shall not apply to water and sewer impact fees which shall not be limited in any manner.

12.4 [Reserved]

12.5 12.5 Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to building standards, in effect at the time of ~~approval~~issuance of the appropriate building, grading, encroachment or other construction permits for the Project.

12.6 12.6 Subdivision Maps – Compliance with California Government Code Section 66473.7. As required by California Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of California Government Code Section 66473.7, as that section may apply, and shall be extended for the Term hereof. Notwithstanding this provision, the Parties acknowledge that the Coachella Water Authority and the CVWD may require periodic updates to the adopted Water Supply Assessment for the Project and the adopted Supplemental Water Supply Charge.

12.7 12.7 Dedication of On-Site Easements and Rights of Way. Landowner, to the extent required by the City, shall dedicate to City all on-site rights of way and easements deemed necessary by the City for public improvements within forty-five (45) days of receipt of written request by the City.

~~13. Land Owner~~13. Landowner Obligations. As a material consideration for the long term assurances, Vested Rights, and other City obligations provided by this Agreement, and as a material inducement to City to enter into this Agreement, Landowner has offered and agreed to provide the Public Benefits to the City listed in this Section 13, and has further agreed to comply with all of its obligations under this Agreement including, in particular, the obligations set forth in this Section 13.

~~13.1 Construction~~13.1 Project Milestones. In order to preserve and maintain the provisions of this Agreement, Landowner must, to the reasonable satisfaction of the City Council, commence ~~Construction on~~ the Project ~~within five (5) years from the Effective Date of the Agreement. For purposes of this section, "Construction" is defined as any one or more of the following: rough grading, finished grading, utility construction, infrastructure construction, and any other physical preparations or building construction either on site or off site for the Project.~~as outlined below:

~~Notwithstanding any other provisions of this Agreement, Landowner shall be required to perform the following additional construction obligations:~~

~~(a) A minimum of eight hundred (800) Units shall receive a certificate of occupancy within the first ten (10) years of the Effective Date.~~

(a) Landowner shall (with the cooperation of City furnished on a good faith basis) have secured sufficient commitments for financing of the construction of either the Canal Crossing or the Interchange during the Initial Term of 15 years from the Effective Date.

(b) Within twelve (12) months from the earlier of the date upon which construction of either the Canal Crossing or the Interchange shall have commenced, as defined above in Section 12.3, Landowner shall have filed an application for a Master Subdivision Map or Master Tentative Tract Map for the first phase of the Project.

(c) Provide for Affordable Housing as set forth in Section 13.3

~~(b)~~ (d) A minimum of ~~fifty~~twenty thousand (~~50,000~~20,000) square feet of commercial ~~or retail uses, including at least one grocery store,~~building(s) shall be constructed and ~~occupied~~a certificate of occupancy issued within ~~the first ten~~seven (~~10~~7) years after completion of the ~~Effective Date~~Interchange.

~~(c)~~ (e) A minimum of ~~140~~one hundred (100) hotel or motel rooms shall be constructed and ~~available for reservations within the first fifteen~~certificate of occupancy issued within seven (~~15~~7) years after completion of the ~~Effective Date~~Interchange.

~~Fiscal Reviews of the Project will be performed as further discussed in Section 13.11. If the Fiscal Reviews determine the results of the FIA show a net annual deficit, Master Developer Funding may be required as discussed in Section 13.11.~~

(f) Subject to section 13.1 (a) of this Agreement, Landowner shall (with the cooperation of City furnished on a good faith basis) have secured

sufficient commitments for financing of the construction of the Interchange within twenty-five (25) years from the Effective Date.

~~13.2~~ 13.2 Compliance with Agreement and City Law. In addition to any other obligations of Landowner set forth herein, in consideration of the City entering into this Agreement, Landowner has agreed that if Landowner commences development of the Property and proceeds to develop the Property, such development shall be in conformance with all of the terms, covenants, and requirements of this Agreement and City Law at the times set forth in this Agreement, and Landowner shall perform those specific obligations and provide those specific contributions identified in the City Approvals, the City Approvals and all related Exhibits and documents thereto. Landowner shall pay when due, any and all required fees, Development Impact Fees of any type and any other costs which are imposed on all or any portion of the Project or the Property, whether imposed by the City or other agencies, only as provided in this Agreement.

~~13.3~~ 13.3 Affordable Housing. Prior to or concurrent with the submittal of the first Master Tentative Map, Builders Tentative Map, or Commercial Map, an affordable housing plan must be submitted to, and approved by, the City that provides for the following:

~~1.~~ A minimum of ~~five hundred (500~~one thousand (1,000) affordable dwelling units must be identified and constructed as follows, in accordance with the terms and provisions ~~of Section 26 herein~~set forth below:

~~(i) Two hundred forty (240) affordable dwelling units must be identified and constructed within the first two (2) phases of the La Entrada Project; Phase 1 will contain a minimum of one hundred fifty (150) affordable dwellings units and Phase 2 will contain the balance of ninety (90) affordable dwelling units; and~~

(a) An initial minimum of one hundred (100) units will be constructed in the first phase of residential construction as those units are shown on the Master Subdivision Map; An additional minimum of one hundred (100) units will be constructed in the second phase; and an additional minimum of three hundred (300) units will be constructed in the third phase.

~~(ii) Two~~(b) The remaining five hundred ~~sixty (260) affordable dwelling~~(500) units must be identified and constructed within the remaining ~~three (3)~~ phases of the ~~La Entrada~~ Project at the discretion of the Landowner.

(c) "Affordable ~~housing,~~Housing" as ~~that term is~~ used in this Agreement, shall include, but shall not be limited to, housing for

low-income residents, seniors, veterans, and ~~the disabled~~people with disabilities.

~~The affordable dwelling units will be evenly distributed~~(d) Landowner will use good faith efforts to evenly distribute the affordable housing units within the mixed-use, high-density residential, and medium-density residential land use designations ~~of~~in the La Entrada Specific Plan.

(e) The maximum sales or rental rates for the affordable units shall not exceed the maximum levels established by the City of Coachella consistent with the provisions of the City's Housing Element and State law.

(f) All ~~affordable housing units~~Affordable Housing Units in the La Entrada Specific Plan shall remain restricted to the corresponding income households for a minimum of thirty (30) years through a restrictive covenant, unless otherwise specified by State law or the ~~City's~~City's density bonus provisions contained in Chapter ~~17.88~~17.88.060 of the ~~City's~~City's Municipal Code.

~~2.~~ Prior to the issuance of the first building permit for any phase, Landowner must have an approved Builder's Tentative Map and approved and recorded Builder's Final Map for that phase and the City Planning Director and Landowner shall approve the specific method of implementation of affordable housing in furtherance of the City Council approved affordable housing plan for that phase. "Building Phases" shall be determined by the Landowner after analyzing the grading and utility infrastructure required.

~~13.4~~ 13.4 Tracking Development Impact Fees. Concurrent with the submittal of a Tentative Map, the Landowner shall submit ~~a completed Development Impact Fee worksheet outlining the fees satisfied, the fees subject to credit based on the process outlined in Exhibit D, and~~ fees due and owing for that subsequent Tentative Map. ~~The fonn of the Development Impact Fee worksheet shall be substantially similar to the form attached hereto as Exhibit H and incorporated herein by reference.~~

~~13.5~~ 13.5 Water and Sewer Facility Planning. In accordance with the requirements of the ~~SP COAs~~Specific Plan Conditions of Approval, Exhibit F attached hereto and incorporated herein by reference, concurrent with the preparation of the first Master Subdivision Map, Owner shall prepare a project-specific master plan for the construction or expansion of the ~~City's~~City's water and wastewater facilities as may be required for service of the Project.

~~13.6~~ 13.6 Road and Infrastructure Planning. In accordance with the requirements of the ~~SP COAs~~Specific Plan Conditions of Approval, Exhibit F attached hereto and incorporated herein by reference, concurrent with the preparation of the first Master Subdivision Map, Owner shall prepare a project-specific master plan for the construction of interim and permanent road improvements for the Project. The plan shall include provisions for the timing and construction of interim and permanent landscaping improvements associated with all Project road improvements.

~~13.7~~ [Intentionally left blank]

~~13.7 Avenue 50 Infrastructure and Interchange Benefit Assessment. At a minimum, Landowner shall fund its fair share contribution to the Avenue 50 Infrastructure and Interchange in accordance with a benefit assessment evaluation based on the ratio of trips generated by the Project. The benefit assessment evaluation will be prepared by the Master Developer in conjunction with the preparation of the first Master Subdivision Map for the Project.~~

~~13.8~~ 13.8 Development Agreement Fee. ~~Upon issuance of a certificate of occupancy for a Unit within the Project, Owner shall pay to the City a one-time~~ City and Owner agree that no "Development Agreement Fee ~~of Two Thousand Five Hundred Dollars ($2,500.00) for~~" shall be required for the first twelve (12) years after Effective Date and thereafter, the Development Agreement Fee shall be fixed at two-thousand and five hundred ($2,500) per residential certificate of occupancy until 16th anniversary of the Effective Date; and then from the start of year 17th year through the end of the 20th year $5,000 per residential certificate of occupancy. The Development Agreement Fee beyond the 20th year through the end of the Term shall be the fee in affect at that ~~Unit~~time.

~~13.9~~ 13.9 Fire Station Construction.

1. 1. Land Dedication and Temporary Facility Construction. Upon issuance of a certificate of occupancy for the 1,500th Unit, the Owner shall provide a dedicated site with permanent utility improvements and a temporary modular facility, as approved by the ~~fire department~~Riverside County Fire Department, for a fire station within the Project.

2. 2. Fire Station Staffing Upon ~~J,50dh~~1,500th Unit. Upon issuance of a certificate of occupancy for the 1,500th Unit, the Master Developer shall provide the necessary land and facilities for a three-person engine company, at an annual projected cost ~~of One Million Five Hundred Thousand DoJlars ($1,500,000).~~approved by the Riverside County Fire Department. The cost of the three person engine company shall be funded in the following priority through one or more of any of the following means: (i) ~~property tax revenue; (ii) operating transfers from the City's General Fund; (iii)~~ special tax revenues from the La Entrada Services

~~CFO;~~CFD; (ii) property tax revenue and (~~iv~~iii) Master Developer Funding (see Section ~~13.11~~13.12).

Within sixty (60) days following the issuance of a building permit for the ~~1,500th~~1,500th Unit, the Master Developer shall prepare a fiscal impact analysis of the Project subject to City review (the ~~"~~"FIA~~"). The FIA will be updated and reviewed encompassing both actual and projected development. The Project's Fiscal Impact Analysis dated November 8, 2013 (the "November FIA") shall serve as the basis for preparing the FIA. The fiscal impact of the Project shall be calculated using the methodologies included in the November FIA~~"). The FIA shall be submitted to the City for review and approval (the ~~"~~"Fiscal Review~~"~~").

3. 3. Fire Station Staffing Upon ~~3,90(/h~~3,900th Unit. Upon issuance of a certificate of occupancy for the 3,900th Unit, the Project shall provide the necessary funding for a four person engine company, at an annual projected cost ~~of Two Million Dollars ($2,000,000~~) as approved by the Riverside County fire department. The cost of the four person engine company shall be funded in the following priority through one or more of any of the following means: (i) ~~property tax revenue; (ii) operating transfers from the City's General Fund; (iii)~~ special tax revenues from the La Entrada Services CFD; (ii) property tax revenue and (~~iv~~iii) Master Developer Funding (see Section ~~13.11~~13.12).

Within sixty (60) days following the issuance of a building permit for the 3,900th Unit, the Master Developer shall prepare, and the City shall review, an FIA ~~using the methodologies included in the November FIA~~. The FIA shall be submitted to the City for a Fiscal Review.

4. 4. Fire Station Staffing Upon ~~7,80(/h~~7,800th Unit or Build-Out of the Project. Upon issuance of a certificate of occupancy for the 7,800th Unit, the Project shall provide the necessary funding for a five person engine company, at an annual projected cost ~~of Two Million Five Hundred Thousand Dollars ($2,500,000)~~ as approved by the Riverside County fire department. The cost of the five person engine company shall be funded in the following priority through one or more of any of the following means: (i) ~~property tax revenue; (ii) operating transfers from the City's General Fund; and/or(iii)~~ Special tax revenues from the La Entrada Services CFD; (ii) property tax revenue and (iii) Master Developer Funding (see Section 13.12).

~~13.10~~ 13.10 Funding for Permanent Fire Station.

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1. The permanent fire station will be wholly financed by the Landowner or Master Developer, the timing of the improvement to be determined primarily on operational need at the opinion of the Fire Chief.

2. Upon issuance of the 1st building permit, the Master Developer shall provide a bond to the City sufficient to secure construction of a permanent fire station within the Project at a time as required by the ~~fire department~~Riverside County Fire Department. The amount of the bond shall be determined based on the costs for a permanent facility as outlined in the then-current ~~City's~~City's Fee Nexus Study. ~~Compliance with the requirements contained in Section 13.8 and provision of the bond outlined in this Section constitutes full satisfaction of the Fire Facilities portion of the Project's Development Impact Fee.~~

~~13.11~~ 13.11 Property and Project Not Subject to Existing Financing District. In accordance with Condition 39 of the La Entrada Specific Plan conditions of approval, Exhibit F attached hereto and incorporated herein by reference, the Property is currently subject to annexation into the ~~City's~~City's Existing Financing District. ~~In lieu of annexing into the Existing Financing District, all Units within the Project shall be part of a Project-specific La Entrada Services CFD for public services and shall be assessed a special tax of Two Hundred and Fifty Dollars ($250), subject to annual adjustments as determined in the rate and method of apportionment, per Unit per fiscal year for the provision of operation and maintenance oflaw enforcement, fire and paramedic services.~~

~~13.12~~ 13.12 Fiscal Review and ~~Developer~~Landowner Funding. ~~As part of the~~ Prior to the issuance of the first building permit, City shall conduct a Fiscal Review, the City and Master Developer shall meet to review the projections of the FIA, compared to the ~~City's~~City's then-current adopted operating budget.

If the results of the FIA show a net annual deficit, the Master Developer shall prepare a supplemental analysis, subject to City review and approval, proposing how any projected City fiscal shortfall should be addressed (~~"~~"Master Developer Funding~~"~~"). Once the amount of deficit is identified, payment shall be made pursuant to one of the following options for addressing the shortfall: (i) a ~~non-recurring~~nonrecurring undeveloped land tax, due and payable on the next County of Riverside tax roll; or (ii) interim funding by Master Developer of necessary service and maintenance costs (staff and equipment) between the time of individual Project entitlements and off-setting tax revenues. If interim funding is provided, then the Fiscal Review shall include the development of a payment schedule, as mutually agreed to by the City and Master Developer.

If the results of the FIA show a net annual deficit, the FIA shall be prepared, and a Fiscal Review performed, each subsequent year until the earlier of (i) the results of the FIA show a net annual surplus, or (ii) build-out of the Project. If the results

of the FIA show a net annual surplus, no future FIAs need be prepared, except as otherwise specifically provided herein.

~~13.13~~ 13.13 Covenants, Conditions and Restrictions. Landowner shall have the ability to reserve and record such covenants, conditions and restrictions (~~"~~"CC&Rs~~"~~") against the Property as Landowner deems necessary and appropriate, subject to review and approval by the City Attorney, which approval will not be unreasonably withheld, to adequately address the ~~Project's~~Project's conditions of approval, Exhibit F attached hereto and incorporated herein by reference. CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Landowner shall provide a copy of the CC&Rs to the City for review by the City Attorney. Within sixty (60) days after receiving a copy of the proposed CC&Rs from Landowner, the City Attorney shall provide Landowner with either (i) a statement that the CC&Rs substantially comply with this Agreement, or (ii) written comments identifying each aspect of the CC&Rs believes may conflict with this Agreement.

~~14.~~ 14. City Obligations.

~~14.1~~ 14.1 Diligent Processing of Subsequent Approvals. City staff shall diligently process, in good faith, the Subsequent Approvals. Nothing in this Section or Agreement shall be construed to limit or otherwise preclude any rights allocated to Landowner under the Government Code, and the Permit Streamlining Act specifically.

~~14.2~~ 14.2 Fee Satisfaction, Credits and Reimbursements. Subject to the terms and provisions of this Agreement, the City agrees that certain Development Impact Fees ~~are~~may be deemed ~~fully~~ satisfied for the Project, as more ~~ful)y~~fully described in this Section and Exhibit C. Further, subject to the terms and provisions of this Agreement, the City agrees that the Project may be entitled to certain Development Impact Fee Credits, and Third Party Reimbursements as more fully described in this Section.

Landowner may, pursuant to this Agreement, finance the construction of certain improvements, including, without limitation, roadways, sewer, water, reclaimed water, solid waste, park, multi-purpose trails, drainage and/or electrical facilities which are the obligation of and thus would otherwise be paid for fully, or in part, by the City or other parties and which serve and benefit the Landowner (e.g., in the case where Landowner constructs facilities that are otherwise wholly or in part the obligation of another party) and/or properties or which would be financed by existing or future City fees, TUMF Fees or other similar fees.

City and Landowner agree that, in consideration for Landowner financing and construction of such improvements that qualify for credit or third party reimbursement, Landowner, upon entering into an improvement agreement with the City and posting security for improvements, shall be entitled to fee credits

and/or third party reimbursements, in accordance with the procedures set forth in Exhibits D and E, attached hereto and incorporated herein by reference, which fee credits and third-party reimbursements are owned personally by Landowner and do not run with the Property to successors and assigns, unless Landowner provides written notice to City that said credits and/or reimbursements have been assigned by Landowner to a third party.

Such personal ownership of credits and/or reimbursements by Landowner apply to all credits and/or reimbursements set forth in this Section 14.2, Exhibit C and all subsections hereto, and all other credits and reimbursements provided under this Agreement.

Landowner shall track all improvements eligible for credits or reimbursements and shall work with the City to establish a program to track and award such credits and reimbursements as provided in this Section 14.2, Exhibit C and this Agreement.

~~1.~~ 1. Fee Satisfaction. As specified in Section 14.2 and Exhibit C of this Agreement, the City hereby ~~deems satisfied~~allows for the application of credits, up to the eligible amount spent on the facilities, for the following categories of Development Impact Fees:

~~(i)~~ (i) Park and Recreation Facilities – For the park and recreation facilities component of the Development Impact Fees, the Project is conditioned to construct public parks in accordance with the requirements of the City Approvals, including the design guidelines set forth in Section 3 of the La Entrada Specific Plan~~, and the phasing plan set forth in Exhibit C.~~

~~(ii)~~ (ii) Fire Facilities – For the fire facilities component of the Development Impact Fees, the Project is hereby specifically conditioned to comply with the provisions of Sections ~~13.8 and~~ 13.9 and 13.10 of this Agreement.

~~(iii)~~ (iii) Government Facilities – For the government facilities component of the Development Impact Fees, the Project is hereby specifically conditioned to comply with the provisions of Section 22.7 of this Agreement.

For any Development Impact Fee payments that are deemed satisfied pursuant to this Agreement, the Project will be exempt from any future fees or general obligation bond measures related to the same facilities.

~~2.~~ 2. Fee Credits. For the planning, design, right-of-way acquisition and construction of infrastructure that qualify for credit pursuant to Chapter

4.45.110 of the ~~City's~~City's Municipal Code, the City shall grant to Landowner a credit for such costs applied against ~~Landowner's~~Landowner's respective fee obligations for the Project in accordance with the ~~process outlined in Exhibit D~~Municipal Code. Fee credits shall be granted in accordance with the procedures set forth in Section 4.45.110(B) of the ~~City's~~City's Municipal Code, or any successor provision thereof.

~~3.~~ 3. Reimbursement by Third Parties. When the Landowner plans, designs, engineers or constructs any public road, sewer, water, recycled water, drainage, electrical improvements, including without limitation cable, internet, phone, and other utility installations, and any other public improvements which contain supplemental size, capacity, number or length (~~"~~"Oversized Improvement~~"~~"), that benefits property owned by third persons outside of the Project, Landowner shall, to the fullest extent permitted by law, be entitled to receive a reimbursement from the benefitted property owner(s) for the pro rata cost, as adjusted for inflation of the Oversized Improvement, including all planning, design and engineering costs.

For engineering, planning, design and construction costs provided by Owner for the Oversized Improvements, the City shall cooperate, to the fullest extent permissible by law, with Owner and work to facilitate third party reimbursement agreements for eligible expenditures that exceed ~~Owner's~~Owner's fair share responsibility for costs, including planning, design and engineering costs, and construction of the ~~Avenue 50~~Canal Crossing and the Interchange ~~and Infrastructure~~ from other benefitted landowners, including, without limitation, landowners north of the ~~Avenue 50~~Canal Crossing and the Interchange ~~and Infrastructure~~.

All reimbursement payments due and owing under this Section 14.2.3 shall be payable to Owner from funds collected by the City through the imposition of a condition of on the development of the undeveloped benefitting properties for the purpose of reimbursement from those benefitted property owners. Reimbursement may also be provided directly from the owner abutting such improvements or from a Financing District if such

Financing District is formed or includes such properties and includes such monies for the construction of said improvements. ~~Exhibit E, attached hereto and incorporated herein by reference, outlines the process for obtaining reimbursements from benefitted property owners for improvements.~~

Where Landowner constructs improvements that are otherwise the obligation of another party, Landowner shall be entitled, to the extent

permitted by law, to receive pro rata fair share reimbursement from said third party. Landowner shall provide the City with sufficient documentation of reimbursement costs owed by the third party.

City shall use ~~all~~ reasonable efforts, to the extent the City has the authority to do so, to impose the foregoing obligation to pay said reimbursement, as a condition of development of such benefitted property owned by third parties, at the time such property owner requests a discretionary approval or other such entitlement from the City for development of the benefitted property whereon such condition can be imposed.

The sole source of funds remitted to Landowner for construction of Oversized Improvements shall be from benefitted properties owned by third parties, and the City shall not be obligated to pay any amount pursuant to this Section other than the funds it collects from benefitted property owners. The source of reimbursement funds due and payable pursuant to this Section shall be proceeds from the formation of a Financing District and issuance of bonds for such Financing District serving development by such third parties or, recordation of a final Tentative Map serving the development by such third party, whichever occurs first. Any such reimbursements shall be transmitted to Landowner within ninety (90) days from the date of collection of such funds, less any reasonable administrative charge to offset the ~~City's~~City's costs to administer such reimbursement process.

In accordance with Section 4.45.120(C) of the ~~City's~~City's Municipal Code, any reimbursement obligations and reimbursement agreements provided by this Agreement shall automatically run for the Term of this Agreement, including any Option Term(s) granted. Thereafter, the reimbursement process shall cease, and the unpaid balance shall become the property of the City to do with as it chooses.

City makes no guarantees, express or implied, that the benefiting properties will seek approval of any discretionary land approval or other such entitlement from the City within the Term, or any Option Term(s), and in the event that Landowner does not recoup his or her full reimbursable portion within this time period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its ~~best~~reasonable efforts to collect reimbursement from the benefiting properties, City shall not be liable to Landowner for any deficiency in the event City fails to collect reimbursement from one or more benefiting properties, regardless of fault or reason for ~~City's~~City's failure to collect said reimbursement. Landowner shall also hold harmless and fully indemnify City in seeking reimbursement from benefitting third parties as provided in Section 30 of this Agreement.

~~14.3~~ 14.3 Not a Limitation. Nothing in the foregoing Section 14.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from the City otherwise provided under then existing City policies, rules, regulations or ordinances.

~~14.4~~ 14.4 Section 14.4 TUMF Credits. City Staff ~~may work~~will collaborate with the Owner in ~~securing~~good faith to secure the maximum credits and reimbursements for any constructed facilities that are TUMF eligible. City Staff ~~may~~will also ~~work~~collaborate with the Owner to establish Project priorities and add additional Project facilities to the TUMF eligible list.

~~14.5~~ 14.5 Avenue 50 Canal Crossing and the Interchange~~ and Infrastructure Funding~~. City ~~may~~will work with and assist Owner ~~in efforts~~(with the cooperation of City furnished on a good faith basis) to secure outside funding for the ~~Avenue 50~~Canal Crossing and the Interchange ~~and Infrastructure~~ pursuant to the ~~tenns~~terms and procedures outlined in this Agreement, provided however, that Owner acknowledges and agrees that City shall in no way be responsible for any direct funding of the Canal Crossing or the Interchange projects.

~~14.6~~ 14.6 Future Development Fee Nexus Studies. The City shall consult with and advise Owner of any future nexus studies for City Development Impact Fees.

~~14.7~~ 14.7 Additional Staffing. If standard City staffing fails to result in processing of ministerial permits and/or approvals or discretionary actions and/or approvals as promptly as required by Landowner, the City may, in accordance with applicable collective bargaining agreements, at the request and sole expense of the Landowner, hire plan check, inspection and other personnel, or hire additional consultants for such actions, or allocate use of exclusively dedicated staff time, such that the time limits of Landowner can be achieved. City may consult in good faith with Landowner as to any additional consultants to be hired pursuant to this section provided that the City shall retain the sole discretion as to selection and direction of any such consultants.

~~15.~~ 15. Mutual Obligations of the Parties. City hereby provides Landowner with the long term assurances, vested rights and other City obligations described in this Agreement, including in particular those obligations described in Section 14, in consideration for the Landowner obligations contained in this Agreement, including in particular those Landowner obligations described in Section 13. Landowner has agreed to provide the City with those Landowner obligations contained in this Agreement, including in particular those Landowner obligations described in Section 13, in consideration for the City obligations described in this Agreement, including in particular those obligations described in Section 14.

~~16. Annexation. This Agreement's effectiveness over land within the Landowner's Property that is currently not within the boundaries of the City is subject to the annexation of that land into the City. If the land is annexed into the City, the terms of this Agreement shall~~

~~automatically apply to all portions of that land upon its annexation. In the event that annexation of portions of Landowner's Property not currently within the City is not approved by LAFCO, or for any other reason is not annexed to the City, then any such portions shall be excluded from this Agreement.~~

16. [RESERVED]

17. ~~17.~~ Eminent Domain. The City, in its sole and absolute discretion, may cooperate with Landowner in implementing all of the conditions of the City Approvals, including, but not limited to, the exercise of its eminent domain powers in connection therewith provided that the City, in its independent exercise of judgment following all applicable procedures, has made the requisite findings properly supported by evidence, that the use of such power is appropriate.

18. ~~18.~~ Easements, Improvements, Abandonments. City ~~may work~~shall collaborate with Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof, or the creation of any new easements within the Property necessary or appropriate in connection with the development of the Project. Landowner shall be responsible for any costs and expenses incurred by the City pursuant to this Section.

19. ~~19.~~ Design of On-Site and Off-Site Improvements. Subject to the provisions of Section 18 above, development of the Property shall be subject to future City review as provided by the City Approvals. The City Approvals, and all improvement plans prepared in accordance with the City Approvals, shall govern the design and scope of all on-site and off-site improvements to be constructed on or benefitting the Property, including all street widths and dedications.

20. ~~20.~~ Subdivision of Property – Future Tentative Maps. Landowner shall have the right, from time to time or at any time, to apply for one or more individual maps, subdividing the Property into smaller developable parcels, as may be necessary in order to develop, lease or finance any portion of the Property in connection with development of the Project consistent with the City Approvals. Final maps may be phased as described by City Ordinance and State law. As the Property is developed, subsequent individual maps further subdividing the Property or individual buildings may be submitted to the City for approval.

21. ~~21.~~ Public Benefits.

~~21.1~~ 21.1 Intent. This Agreement is entered into by the City in consideration of, and in exchange for, ~~Landowner's~~Landowner's agreement to contribute to the Public Benefits as detailed below.

~~21.2~~ 21.2 Public Benefits. The Public Benefits consist of ~~Landowner's~~Landowner's contributions, as described in the Recitals hereto toward land, improvements, and

funding to further the development of the Public Facilities and fees as described in Sections 13 and 21 (collectively, ~~"~~"Owners Facilities Obligations~~"~~").

~~21.3~~ 21.3 Community Wide Benefit. While a portion of the Public Benefits will be provided specifically to mitigate the impacts of the Project, certain of the Public Benefits will serve the City.

22. 22. Financing Public Facilities. ~~Owner's~~ Owner's Facilities Obligations may be financed through the use of one or more Financing Districts, subject to this Section 22.

~~22.1~~ 22.1 Formation of Financing Districts. The Owner may request the formation of one or more Financing Districts, each of which may include multiple improvement areas, to finance ~~Owner's~~Owner's Facilities Obligations. To make that request, the Owner shall submit to the City a petition to form the Financing District pursuant to California Government Code Section 53318(c). Upon that submittal, the City shall use its best efforts to (a) adopt land secured debt goals and policies, and thereafter (b) conduct proceedings to consider formation of the Financing District. Proceedings for the formation of a Financing District and of improvement areas therein shall commence concurrently with, or prior to, the submittal of the first ~~Builder's~~Builder's Tentative Map. For development purposes, the formation of multiple Financing Districts and/or improvement areas shall be phased in a manner consistent with the phasing that is submitted with the first ~~Builder's~~Builder's Tentative Map application. The City and the Owner shall cooperate so that, to the extent possible, the associated public process and the resolution of intention to form any Financing District, and any improvement areas thereof, in each case, shall be adopted by the City Council before the issuance of the first residential building permit for construction of vertical improvements on the Property within such Financing District, or related improvement area, or as soon thereafter as the City may reasonably schedule and notice such hearing, taking into account its City Council meeting schedule. This provision shall not, however, delay the issuance of any building permit requested by the Owner within such Financing District, or related improvement area. The City and the Owner shall continue to cooperate so that the resolution of formation and landowner election of the Financing District, or improvement area thereof, as applicable, is adopted prior to the issuance of a certificate of occupancy for any residence within the Financing District, or improvement area thereof, as applicable. The City and the Owner shall use reasonable efforts not to delay the issuance of such certificates of occupancy.

Notwithstanding any other provision of this Agreement, the City shall not ~~fonn~~form a Financing District encumbering some or all of the Property without the prior written consent of Owner. Upon the formation of a Financing District, the City ~~sha11~~shall use its best efforts to issue bonds upon the request of Owner and in cooperation with Owner. The City shall cooperate with Owner to determine the timing and size of the proposed bond issuances in accordance with

the ~~CFO~~CFD Financing Parameters outlined in Exhibit ~~I~~H. To the extent that a Financing District is established, the details of ~~Owners~~Owner's participation in that Financing District and the manner of construction and acquisition of the public facilities shall be addressed and reasonably agreed to in a separate agreement between the City and the Owner.

~~22.2~~ 22.2 Formation Costs. Owner shall advance funds, in the form of a deposit, to the City to pay all costs for the formation of the Financing District and the issuance and sale of bonds by the Financing District, including, but not limited to: (i) the bonds by the Financing District and issuance of bonds, including an engineer, special tax consultant, financial advisor, bond counsel and any other consultant deemed reasonably necessary or advisable by the City; (ii) the costs of appraisals, market absorption and feasibility studies and other reports deemed reasonably necessary by the City in connection with the issuance of bonds; (iii) the costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, election or other action or proceeding undertaken in connection with the formation of the Financing District and issuance of the bonds; and (iv) any and all other actual and reasonable costs and expenses incurred by the City in connection with the formation of the Financing District and issuance of the bonds. Upon the sale of the bonds, funds advanced for such formation and issuance costs by Owner shall be reimbursed to Owner from the bond proceeds concurrently with the issuance of the bonds.

~~22.3~~ 22.3 Security. If any of ~~Owner's~~Owner's Facilities Obligations which are contemplated to be funded by the Financing District become due before bond proceeds are available to satisfy those obligations, then the Owner shall either (1) pay the corresponding required fees concurrent with the building permit application applied for and based upon the number of building permits applied for in such application, or (2) provide cash or a bond, reasonably acceptable to the City, to satisfy such corresponding required fees until bond proceeds become available (at which time such cash or bond will be released to the Owner). The City shall immediately have the right to draw on such cash or bond, at any time that such cash is required to pay for the improvement for which it is collected, and after it is provided for its purposes hereunder. If the Owner provides cash pursuant to the foregoing provisions, then the City and Owner will enter into a deposit agreement for such required fees as may be directed by bond counsel to the City. The Owner may elect to fund some or all of the ~~Owner's~~Owner's Facilities Obligations before bond proceeds are available for payment and/or reimbursement. If the Owner so elects or if the City draws on cash or a bond as provided above, then the Owner shall be reimbursed from bond proceeds as soon as reasonably practicable after the issuance thereof.

~~22.4~~ 22.4 Issuance of Bonds. Upon the formation of a Financing District, the City shall use its best efforts to issue bonds upon the written request to do so by the Owner. The City shall levy special taxes or assessments on any portions of the

Property according to the rates and methods of apportionment. Bond amounts and timing shall be determined by the City, in cooperation with the Owner, and City shall take into consideration the ~~Owner's~~Owner's plan and phasing of development. If the City is ready, willing, and able to issue bonds, but the Owner requests that their issuance be delayed temporarily or indefinitely, the City shall comply with that request and the ~~Owner's~~Owner's Facilities Obligations shall remain in effect. The Owner shall post cash or other security pursuant to Section 22.3 herein if the ~~Owner's~~Owner's Facilities Obligations are then due. If the Owner subsequently requests (in one or more requests at the ~~Owner's~~Owner's discretion) the issuance of bonds up to the full extent of the bonding capacity of a Financing District~~.~~, the City shall use its best efforts to comply with that request. The bonds may be sold in one or more series, and with respect to one or more improvement areas, as determined by the City in cooperation with the Owner.

~~22.5 City's Failure~~22.5 City to Form Financing District or Issue Bonds as Requested.

~~IF~~City shall use reasonable faith efforts to accomplish the following: (i) Within ninety (90) days after the ~~Owner's~~Owner's submittal to the City Council of its petition to form the Financing District pursuant to California Government Code Section 53318(c) (the ~~"~~"Submittal Date~~"~~"), the City ~~has not adopted~~shall consider a Resolution of Intention (~~"ROI"~~"ROI") to establish a Financing District pursuant to California Government Code Section 53320, and (ii) a hearing to establish the Financing District is ~~not~~ held within sixty (60) days of the date of the ROI, and (iii) the ~~Owner's~~Owner's request as to the scope and bonding capacity (i.e., financed costs and bond sale amount) of each requested Financing District and each improvement area therein as stated in the petition are ~~not~~ approved, and (iv) the ~~Owner's~~Owner's request for the City to issue bonds for the Financing District is ~~not~~ approved prior to issuance of the last building permit within such Financing District or improvement area, and (v.) bonds are ~~not~~ issued in accordance with the ~~CFO~~CFD Financing Parameters outlined in Exhibit ~~I~~H for any reason, without exception, other than:

~~(a)~~ (a) The ~~Owner's~~Owner's filing a majority protest against formation of the Financing District; or

~~(b)~~ (b) Reasonable negotiation of the ~~CFO~~CFD Agreements in good faith pursuant to Section 22.6 hereof; or

~~(c)~~ (c) Any delay at the request of the Owner.

~~THEN: This Agreement shall remain in full force and effect, but the respective obligations of the City and the Owner shall be modified as follows:~~

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~~(a) The City will refund all Development Agreement Fees paid to date and waive the requirement for payment of all future Development Agreement Fees not yet due and owing.~~

~~22.6~~ 22.6 Rate and Method of Apportionment. The City and the Owners recognize that the rate and method of apportionment of the special taxes and other parameters of each separate improvement area within such Financing District cannot be completed in advance of the formation of the Financing District. In recognition of the necessity of forming a Financing District with separate improvement areas and selling bonds to the ~~Project's~~Project's financial viability, the Owner and the City shall, in good faith, negotiate the rate and method of apportionment of special taxes and other parameters of each separate improvement area within the Financing District prior to the issuance of the first building permit for such improvement area.

Additionally, at the sole and absolute request of Owner, Owner and the City shall, in good faith, negotiate the timing of issuance and amount of any bonds to be issued by any of the separate improvement areas within the Financing District.

While the City and the Owner recognize that the actual sale and delivery of the bonds of each separate improvement area within the Financing District are subject to market constraints and limitations that are outside the control of the City, the provisions of Section 22.5 above shall none the less apply.

~~22.7~~ 22.7 Improvement Funding. By approving this Agreement, the City Council has determined that certain improvements are eligible under the Mello-Roos Act and may be funded through a Financing District formed pursuant to this Agreement. Funding for eligible facilities shall be determined in consultation with the City at the time of formation of the La Entrada Financing District and shall be documented in the related ~~CFO~~CFD Agreements. Nothing in this Agreement shall be construed to prevent Owner from financing facilities and services, as permitted by the Mello-Roos Act.

The City and Owner hereby agree that, in conjunction with issuance of bonds for the La Entrada Facility ~~CFO~~CFD, payment shall be made from the La Entrada Facility ~~CFO~~CFD proceeds to the City in the ~~total~~ amount of ~~Nine~~Thirteen Million Five Hundred ~~and One Thousand Six Hundred Fifty Four~~ Dollars ($~~9,501,654~~13,500,000) in full satisfaction of the ~~Project's~~Project's General Government Facilities component of the Development Impact Fee. Payment required pursuant to this Section shall occur as follows and such amounts stated below shall increase by the annual Consumer Price Index for the Riverside-San Bernardino-Ontario, CA metropolitan area from the Effective Date:

~~1.~~ 1. Upon receipt of bond proceeds from the first series of La Entrada Facility ~~CFO~~CFD bonds, Owner shall remit to the City the lesser of (i) fifty percent (50%) of such bond proceeds, or (ii) ~~Four~~Six Million Seven

Hundred and Fifty Thousand ~~Eight Hundred and Twenty Seven~~ Dollars ($~~4,750,827~~6,750,000) out of the proceeds of the bond sale, which amount constitutes one-half of the total obligation required hereunder.

~~2.~~ 2. Upon receipt of bond proceeds from each subsequent series of La Entrada Facility ~~CFO~~CFD bond issuances, Owner shall remit to the City fifty percent (50%) of such bond proceeds until a total cumulative amount of ~~Nine~~Thirteen Million Five Hundred ~~and One Thousand Six Hundred Fifty Four~~ Dollars ($~~9,501,654~~13,500,000) has been paid from the La Entrada Facility ~~CFO~~CFD bonds.

~~3.~~ 3. In accordance with the terms and requirements of this Section, City specifically acknowledges that ~~Owner's~~Owner's performance under this Section specifically excludes Owner from any present or future requirements to pay the ~~Project's~~Project's General Government Facilities component of the Development Impact Fee through any sources other than La Entrada Facility ~~CFO~~CFD bond proceeds.

~~22.8~~ 22.8 Reimbursement Agreement. Pursuant to California Government Code Section 53314.9, the City may accept, in its sole discretion, advances of funds or ~~work-in-~~work-in kind from any source, including, but not limited to, private persons or private entities, and may provide, by resolution, for the use of those funds or that ~~work-in-k.ind~~work-in-kind for any authorized purpose, including, but not limited to, payment of costs incurred by the City in creating a Financing District. The City Council may enter into an agreement, by resolution, with the person or entity advancing the funds or work-in-kind to reimburse that person or entity for all or a portion of the funds advanced, provided that certain requirements are satisfied. The City and the Owner desire that this provision serve as an agreement that the Owner shall be reimbursed for ~~al1~~all reasonable funds and work-in-kind advance by the Owner pursuant to this Agreement and Government Code Section 53314.9, subject to the review and approval of such reimbursements by the City, which approval shall not be unreasonably withheld. The City and the Owner ~~shal1~~shall take all steps within their power to meet the requirements of California Government Code Section 53314.9. In addition, the City and the Owner shall enter into any additional agreements on a timely basis needed to allow such reimbursements to occur.

23. 23. Transfers and Assignments.

~~23.1~~ 23.1 Procedure. Subject to the terms of this Section 23, Landowner shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to third persons provided, however, that any such sale, transfer or assignment shall ~~incJude~~include the assignment and assumption of the

rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

~~1.~~ 1. No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or part of the Property~~; and~~, provided however, Landowner may assign its rights and interest hereunder to an affiliate owned by the Landowner without the need for a sale, transfer or assignment of all or part of the Property in accordance with the following sections ; and

~~2.~~ 2. At least fifteen (15) business days prior to any such sale, transfer or assignment, Landowner shall notify the City, in writing, of such sale, transfer or assignment and ~~shal1~~shall provide the City with an executed assignment and assumption agreement (the ~~"~~"Assignment Agreement~~"~~") in a form substantially similar to the form attached hereto as Exhibit ~~J~~I.

~~3.~~ Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Landowner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the Assignment Agreement required above, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of the Agreement shall not inure to such purchaser, transferee or assignee until and unless such Assignment Agreement is executed.

~~4.~~ As a condition of the City's approval of any sale, transfer, or assignment, Owner and City shall enter into a reimbursement agreement that provides for the reimbursement of reasonable staff costs and attorney fees incurred in the review of any applicable documents associated with the proposed sale, transfer, or assignment.

~~3. Concurrent with any transfer, sale or assignment pursuant to this Section, the transferring, selling or assigning party shall be obligated to pay the City a fee for such transfer, sale or assignment based on the following requirements:~~

~~(i) If the transfer, sale or assignment is from one Master Developer to another, or involves more than 2,500 lots, the amount of the fee shall be Fifty Thousand Dollars ($50,000);~~

~~(ii) If the transfer, sale or assignment involves the sale of 1,000-2,500 lots, the amount of the fee shall be Twenty Five Thousand Dollars ($25,000); or~~

~~(iii) If the transfer, sale or assignment involves the sale ofless than 1,000 lots, the amount of the fee shall be Five Thousand Dollars ($5,000).~~

~~(iv) A final sale of a Unit to an end user, or a final sale of a commercial lot to an end user, shall not be assessed a fee pursuant to this Section.~~

~~1.~~ 5. Any Default or other violation of the terms and provisions of this Section or this Agreement by any transferee shall not constitute a Default by Owner or any other transferee. If a Default occurs by any subsequent transferee, the ~~City's~~City's recourse with respect to that Default shall necessarily be limited to the transferee who is in Default and shall not impact the Owner or any other transferee not in Default.

~~23.2~~ 23.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a written release from the City, which release ~~sha11~~shall not be unreasonably withheld, and which release shall be provided by City upon satisfaction by such transferring Owner of the following conditions:

~~1.~~ 1. Owner no longer has a legal or equitable interest in all or any part of the Property;

~~2.~~ 2. Owner is not then in default under the Agreement;

~~3.~~ 3. Owner has provided City with notice and an executed Assignment Agreement, as required by this Section; and

~~4.~~ 4. The purchaser, transferee or assignee provides the City with security, as and when required, equivalent to any security previously provided by Owner, to secure any performance obligations as may be required hereunder.

~~23.3~~ 23.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Agreement.

~~23.4~~ 23.4 Agreement Runs with the Land. This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by sale, operation ~~oflaw~~of law, or in any

manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to City Law, including, but not limited to, California Civil Code Section 1468. Each covenant to do or refrain from doing some act on the Property hereunder: (a) is for the benefit of the Property and is a burden upon the Property; (b) runs with the Property; and (c) is binding upon Landowner and each successive owner during its ownership of the Property or any portion thereof, and each person or entity having any interest in the Property. Every person who now or hereafter owns or acquired any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

24. 24. Amendment, Termination or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part from time to time by mutual consent of the City, Landowner, and/or any successor owner of any portion of the Property in accordance with the provisions of the Development Agreement Statute. In accordance with Section 5 of the Specific Plan, the approval by the Planning Director of any minor modifications to the City Approvals that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement as set forth in Section 24 hereof.

24.1 24.1 Requirement for a Writing. No amendment, termination or cancellation of this Agreement or any provision hereof shall be effective for any purpose unless adopted pursuant to the procedures included in this Agreement and Government Code Section 65858and65858 and specifically set forth in a writing, which refers expressly to this Agreement and is signed by duly authorized representatives of the Parties.

24.2 24.2 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 8.6, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner'sLandowner's expense, with the County Recorder within ten (l 010) days after the City executes such amendment or termination. Any amendment or tennination termination of the Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination.

24.3 24.3 Amendments to Development Agreement Legislation. This Agreement has been entered into in reliance upon the provisions of the California Government Code Section 65864 et seq., relating to development agreements, as those provisions existed at the date of execution of this Agreement. No amendment or addition to those provisions which would materially affect the

interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature~~,~~ or is mandated by a court of competent jurisdiction. If such amendment or change is permissive, as opposed to mandatory, this Agreement shall not be affected, unless the Parties mutually agree in writing, after following the procedures in Section 24 to amend this Agreement, to permit such applicability.

~~24.4~~ 24.4 Amendment of City Approvals. To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified only by submittal of an application from the Landowner and following the procedures for such amendment or modification contained in this Agreement. Upon any approval of such an amendment or modification, the amendment or modification shall automatically be deemed to be incorporated into the City Law without any further procedure to amend this Agreement.

~~24.5~~ 24.5 Effect of Termination on ~~Landowner's~~Landowner's Rights and Obligations.

~~1.~~ 1. Notwithstanding any other provision to the contrary, termination or cancellation of this Agreement or termination of the rights of Landowner as to any part of the Property, shall not ~~effect~~affect the status of the City Approvals, any requirement to comply with the City Approvals, the terms and conditions of any other Subsequent Approval, nor any payments then due and owing to the City, nor shall it effect the covenants of Landowner specified in Section ~~13.12~~13.13 above, to continue after the termination or cancellation of this Agreement. Notwithstanding the foregoing, Landowner understands that the City Approvals may be modified in light of the circumstances resulting from the termination or cancellation of this Agreement or ~~Landowner's~~Landowner's rights under this Agreement. Landowner shall have no right to challenge any such modification by reason of this Agreement other than the rights, if any, Landowner would have in the absence of this Agreement.

~~2.~~ 2. Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City or Landowner arising prior to termination or ~~cancelation~~cancellation.

25. 25. Default, Remedies and Termination.

~~25.1~~ 25.1 Default. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provision of this Agreement may constitute a default (~~"~~"Default~~"~~"). In the event of an alleged Default or breach of any term or condition of this Agreement, the Party alleging

such Default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged Default and the manner in which said Default may be satisfactorily cured. During such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if the alleged Default is not rectified, the non-defaulting Party to this Agreement shall give written notice to the defaulting Party of the existence of the Default and request that the Default be cured in accordance with the following time periods:

~~1.~~ 1. The defaulting Party shall have sixty (60) days from the date of the written notice of Default to cure the Default or, if the Default cannot be cured within the sixty (60) day period, submit a plan for curing the default to the non-defaulting Party.

~~2.~~ 2. In the event a plan for cure is submitted, representatives of the ~~non-defaulting~~non defaulting Party, or City Manager and City Attorney shall review the plan for cure and either approve or deny the ~~pl~~ plan, which approval or denial shall be at the sole and absolute discretion of the representatives of the non-defaulting party, or City Manager and City Attorney. If the plan for cure is approved, the defaulting Party shall then proceed to timely implement such plan for curing the Default.

~~3.~~ 3. Nothing in this Section shall preclude the Parties from extending any time periods for curing any Defaults so long as any extension is documented in writing and signed by all Parties.

In the event a Default is not cured in accordance with the procedures set forth in this Section, or the non-defaulting Party, or the City Manager and City Attorney deny the plan for cure, the non-defaulting Party, at its sole option, may give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and all other applicable local and state laws. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in California Government Code Sections 65865, 65867, and 65868 and all other applicable local and state laws and regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party.

Evidence of Default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Section 26 and California Government Code Section 65865.1. If the City determines that the

Landowner is in Default following the completion of the normally scheduled periodic review, the City may give written notice of Default under this Agreement as set forth in this Section, specifying in said notice the alleged nature of the Default and the potential actions or steps that may be taken to cure said Default. Upon receipt of such notice, the procedures outlined in this Section shall be implemented in order to cure such Default.

~~25.2~~ 25.2 Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any Default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. ~~Landowner's~~Landowner's litigation remedies shall be limited to declaratory and injunctive relief, mandate, and specific performance. All legal actions shall be initiated in the Superior Court of the County of Riverside, State of California, or in the Federal District Court for the Central District of California. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either Party for Default under or breach of this Agreement, or to enforce any provisions herein, the prevailing Party in such action shall be entitled to reasonable attorneys~~'~~' fees, court costs and such other costs as may be fixed by the Court.

~~25.3~~ 25.3 Cooperation in the Event of a Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending said action. All costs and expenses, including legal fees and costs, incurred under this Section shall be ~~borne by the~~paid by Landowner. Further, Landowner will have the right to select counsel of its choosing, in consultation with City, to defend both Landowner and the City in any action or challenge.

~~25.4 Indemnification~~25.4 Landowner Obligations Concerning City's Defense. The Landowner shall bear its own costs of defense as a real party in interest in any third party challenge and the Landowner shall reimburse the City for all costs, including court costs and reasonable out of pocket attorneys~~'~~' fees incurred by City in defense of such action ~~other~~or proceeding. In its sole discretion, the City may tender its defense of such third party challenge to Landowner or the City can elect to defend against the third party challenge itself. Upon a tender of defense to Landowner by City, Landowner shall defend City through Counsel chosen by Landowner, subject to approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, and Landowner shall bear all reasonable out of pocket attorneys~~'~~' fees and costs from the date of tender. Under no circumstances shall Landowner be required to pay or perform any settlement arising out of a third party challenge unless the settlement is expressly approved by Landowner.

~~25.5~~ 25.5 Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a third party challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court in a manner consistent with the expressed and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

~~25.6~~ 25.6 Failure to Assert; No Waiver. Any failures or delays by a Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Party in asserting any of its rights and remedies, irrespective of such length of the delay, shall not deprive the Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such ~~Party's~~Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

~~25.7~~ 25.7 Effect of Termination. If this Agreement is terminated following any event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Project which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City.

Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

26. 26. Annual Review. At Landowners reasonable expense and as outlined in a reimbursement agreement, City shall, at least every twelve (12) months from the Effective Date and any anniversary thereof, as such period may be extended or amended, during the Term of this Agreement, review the extent of good faith compliance by Landowner or successor in interest thereto with the terms of this Agreement. Such periodic review shall be limited in scope to the Fiscal Review, if required pursuant to Section ~~13.11~~13.12 and compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1 and the monitoring of mitigation in accordance with California Public Resources Code Section 21081.6. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in the modification or termination of this Agreement. Absent new information or changed circumstances, a finding by City of good faith compliance by Landowner with the terms of this Agreement

shall be conclusive with respect to the performance of Landowner during the period preceding the review.

Upon not less than thirty (30) days written notice by the City, Landowner shall submit an annual monitoring report in a form acceptable to the City Manager, or his or her designee, in order for the City to ascertain compliance with this Agreement. The annual monitoring report shall be accompanied by an annual review and administration fee sufficient to defray the costs of review and administration of the Agreement during the succeeding year.

If City intends to proceed with modification or termination of this Agreement due to ~~non-compliance~~noncompliance by Landowner or successor in interest, the City shall give written notice to Landowner of its intention to modify or terminate the Agreement. The notice shall be given at least thirty (30) calendar days prior to the scheduled hearing. Landowner shall ~~he~~be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. Landowner shall ~~he~~be required to demonstrate good faith compliance with the terms of the Agreement and the burden of proof on this issue shall be on Landowner.

If City takes no action within sixty (60) days following the date of the hearing on the Agreement, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

~~Notwithstanding the above, during the seventh (ih) year annual review, and every year thereafter on an annual basis, the City and the Master Developer shall review the need for affordable housing as outlined in Section 13.3 of this Agreement. The City may require downward or upward adjustments on the number of affordable housing units in consultation with the Master Developer based on the following factors including, but not limited to, current Regional Housing Needs Allocation numbers for the City and available City-wide affordable housing stock. For any affordable housing units constructed, the Master Developer shall be entitled to State Density Bonus law benefits for those affordable units.~~

~~26.1~~ 26.1 Certificate of Agreement Compliance. If, at the conclusion of an annual review pursuant to this Section, Landowner is found to be in compliance with this Agreement, City shall, upon request of Landowner, issue a Certificate of Agreement Compliance (~~"~~"Compliance Certificate~~"~~") within thirty (30) days of such request, to Landowner stating that after the most recent annual review and based upon the ~~intonation~~information known or made known to the City that (~~I~~1) this Agreement remains in effect, and (2) Landowner is not in default. The Compliance Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state the anticipated date of commencement of the next annual review. Landowner may record the Compliance Certificate with the County Recorder.

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27. 27. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party certify in writing that, to the knowledge of the certifying Party: (a) this Agreement is in full force and effect and is a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identify the amendments or modifications; and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, describe the nature of any Defaults. The Party receiving a request under this Section 27 shall execute and return the certificate within forty-five (45) days following receipt of the request. The City Manager shall be authorized to execute any certificates requested by Landowner.

28. 28. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage (the "Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement including but not limited to City'sCity's remedies to terminate the rights of Landowner and its successors and assigns, under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement, shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (the "Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee'strustee's sale, deed in lieu of foreclosure or otherwise.

28.1 28.1 Mortgagee not Obligated. Notwithstanding the provisions of Section 28 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under City Law.

28.2 28.2 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Landowner or any approved assignee requesting a copy of any Notice of Default given to Landowner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee, at Mortgagee'sMortgagee's cost, concurrently with service to Landowner, any notice given to Landowner with respect to any claim by the City that Landowner is in Default under this Agreement, and if City issues a Declaration of Default or Certificate of Non-Compliance, City shall, if so requested by the Mortgagee, likewise serve at Mortgagee'sMortgagee's cost notice of noncompliance on the Mortgagee concurrently with service on Landowner. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to

commence to cure or remedy, the event of Default claimed, or the areas of noncompliance set forth in the ~~City's~~City's notice.

~~28.3~~ 28.3 No Supersedure. Nothing in this Section 28.3, or any subsections hereof, shall be deemed to supersede or release a Mortgagee or modify a ~~Mortgagee's~~Mortgagee's obligation under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Section 28.3, or any subsections hereof, constitute an obligation of City to the Mortgagee, except as to the notice requirements contained in Section 28.2.

~~28.4~~ 28.4 Foreclosure. Any Mortgagee who comes into possession of the Property, or any part thereof, by any means whether pursuant to foreclosure of the mortgage or deed of trust or deed in lieu of such foreclosure or otherwise, shall take the Property or any part thereof subject to the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of ~~Landowner's~~Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to ~~City's~~City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 13 of this Agreement.

29. 29. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Project is a private development, that City has no interest in or responsibility for, or duty to third persons concerning any of the improvements set forth in the City Approvals. Landowner shall have full power, over and ~~exc1usive~~exclusive control of the Property subject only to the limitations and obligations of Landowner under this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

30. Prevailing Wage. Landowner acknowledges that the City has made no representation to Landowner or any person associated with Landowner regarding whether or not laborers employed relative to the construction and installation of improvements on the Property must be paid a prevailing wage rate pursuant to California Labor Code Sections 1720, et seq. Landowner shall assume the responsibility and be solely responsible for determining whether or not such laborers must be paid a prevailing wage rate. Landowner shall indemnify, defend with counsel acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property. Landowner, on behalf of itself, its successors, and assigns, waives and releases the City from any right of

action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781.

~~30.~~ 31. Indemnity and Hold Harmless Agreement. Landowner (herein ~~"~~"Indemnitor~~"~~") and its successors-in-interest and assigns, hereby agree to and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any and all liability for damages or claim for damages for personal injury or bodily injury including death, as well as from claims for property damage which may arise from any acts, omissions, or operations of Indemnitor, or of ~~Indemnitor' s~~Indemnitor's contractors, subcontractors, agents or employees under this Agreement, whether such operations be by Indemnitor or by any ~~ofIndemnitor's~~of Indemnitor's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Indemnitor or ~~Indemnitor' s~~Indemnitor's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Indemnitor shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by the City. In addition to the foregoing indemnity obligation, Indemnitor agrees to and shall defend, indemnify and hold the City, its elected and appointed boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, including a prevailing wage claim, the Project, Development Approvals or Subsequent Approvals exclusive of any such actions brought by Indemnitor, its successors in interest or assigns.

~~31.~~ 32. Notice. Notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if: (a) personally delivered; (b) dispatched by overnight delivery by a reputable carrier such as Federal Express or UPS to the offices of the City and Landowner, and ~~City's and Landowner's~~City's and Landowner's representatives, indicated below, provided that receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City: City Manager
City of Coachella
~~1515 Sixth Street~~23995 Enterprise Way
Coachella, CA 92236

With a copy to: City Attorney

~~Landowner:~~
~~With a copy to:~~
~~City Attorney~~

City of Coachella
1515 Sixth Street
Coachella, CA 92236

Landowner: KPC Development Company
~~PSAV, LLC~~9 KPC Parkway
~~LLSE Holdings, LLC~~
~~c/o New West Communities 5055 West Patrick Lane #101 Las Vegas, NV 89118~~
~~Lewis Brisbois Bisgaard & Smith, LLP Attn: Kelly M. Alhadeff Black~~
~~One Ridgegate Drive, Suite 245 Temecula~~Corona, CA ~~92590~~ 92879
Attn: General Counsel; Jagdish Gillan

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is affected. All notices under this Agreement shall be deemed given and received on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or air bill.

~~32.~~ 33. Miscellaneous.

~~32.1~~ 33.1 Enforced Delay, Extension of Times of Performance. Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, natural disasters or other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the ~~Party's~~Party's control (including the ~~Party's~~Party's employment force), government regulations, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, court actions (such as restraining orders or injunctions), recession (as defined by the Federal Bureau of Economic Analysis, https://www.bea.gov/help/glossary/recession) or similar federal agency official reporting site) or any similar basis for excused performance or any other causes beyond the ~~Party's~~Party's control. If any such event shall occur, the Term or any Option Term of this Agreement, Project Specific Milestones and the time for performance by either Party of any of its obligations hereunder ~~may~~shall be extended by ~~the written agreement~~action of the ~~Parties~~City Council for the period of time that such events prevented such performance, provided that the Term or any Option Term of this Agreement ~~sha~~)Project Specific Milestones shall not be extended under any circumstances for more than ~~two~~three (~~2~~3) years. A market or business downturn, ~~recession~~ or other change in the business cycle shall not qualify as an event for which an extension may be granted pursuant to this Section.~~.~~

~~32.2~~ 33.2 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

~~32.3~~ 33.3 City Law/Venue/~~Attorney's~~Attorney's Fees and Costs. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement, other than those specifically outlined in Section 25.3, shall be brought only in the Superior Court of the County of Riverside, State of California. Should any legal action or arbitration be brought by either Party because of an alleged breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reimbursement of all reasonable attorneys'' fees and any such other costs as may be found by the court or arbitrator.

~~32.4~~ 33.4 Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns to take all actions, perform all tasks and to execute, with affidavit, acknowledgement or notarization if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

~~32.5~~ 33.5 Severability. Except as otherwise specifically provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement from such determination.

~~32.6~~ 33.6 Joint and Several Obligations. If, at any time during the Term or any Option Term of this Agreement, there is more than one Master Developer for the Property, all obligations of such Master ~~Deve1opers~~Developers under this Agreement shall be joint and several, and the Default of any such Master Developer shall be the Default of all such Master Developers. Moreover, the Default of any individual ~~Landowner~~landowner, builder, planning area or tract map developer, or any other entity having obligations under this Agreement shall be joint and several with any Master Developer for purposes of compliance with this Agreement. No individual Landowner, builder, planning area or tract map developer, or any other entity shall have any joint and several liability with any Master Developer or other Party if that individual Landowner, builder, planning area or tract map developer is not in Default under this Agreement. No Landowner of a single lot that has been finally subdivided and sold to such Landowner as a member of the general public or otherwise as an ultimate user

shall have any obligation under this Agreement except as expressly provided herein.

~~32.7~~ 33.7 Nondiscrimination. Landowner covenants by and for itself and any successors in interest that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, sexual orientation or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

~~32.8~~ 33.8 Landowner Right to Rebuild. City agrees that Landowner may renovate or rebuild a development located on the Property within the ~~Tenn~~Term of this Agreement should it become necessary due to man-made or natural disaster. Any such renovation or rebuilding shall comply with the City Law and this Agreement.

~~32.9~~ 33.9 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

~~32.10~~ 33.10 Entire Agreement. This Agreement, including its Recitals and Exhibits, is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all negotiations or previous agreements between the Parties respecting the subject matter of this Agreement. Except as otherwise specifically provided herein, any prior correspondence, memoranda, agreements, warranties, or representations of any kind are all hereby superseded in totality by this Agreement.

~~32.11~~ 33.11 Interpretation. This Agreement is the product of mutual negotiations and participation by both the City and Landowner. For purposes of construing the meaning or effect of this Agreement, or any portion hereof, it shall be presumed this Agreement was drafted by both Parties and not as if it had been prepared by one Party or the other. Each Party to this Agreement specifically acknowledges that it had sufficient opportunity to review the Agreement, confer with its separate legal counsel regarding the meaning of this Agreement and any provision contained herein, and negotiate revisions to this Agreement. Each Party relies solely upon its own judgment and the advice of its counsel in interpreting the provisions of this Agreement and is not relying on any representation, interpretation, presumed assent, or implied agreement of the other Party which is not expressly contained in this Agreement. Accordingly, neither Party shall use or rely upon California Civil Code Section 1654 in order to interpret any uncertainty in the meaning of this Agreement.

~~32.12~~ 33.12 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Riverside County Recorder, State of California, by the Clerk of the City Council, or his or her designee, within ten

(10) days following the execution of this Agreement by all Parties, in accordance with Section 65868.5 of the Government Code. If the Parties to this Agreement, or their successors in interest, amend or cancel this Agreement, or if the City modifies or terminates this Agreement, the City Clerk shall have notice of such action recorded with the Riverside County Recorder. The failure of the City to record this

Agreement shall not affect the validity of and binding understandings and obligations set forth in this Agreement.

~~32.13~~ 33.13 Signature Pages~~:~~; Facsimile Signatures and Execution in Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute that as one complete Agreement.

~~32.14~~ 33.14 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and the City and their successors-in-interest, heirs and assigns. No other person or entity shall have any right of action based upon any provision in this Agreement.

~~32.15~~ 33.15 City Finding. The City hereby finds and declares that the execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with all applicable City Laws including, without limitation, the General Plan as that same may be, from time to time, amended.

~~32.16~~ 33.16 Enforceability. The City specifically and expressly agrees that unless this Agreement is amended, terminated or cancelled pursuant to the terms and conditions contained herein or in the Enacting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or building regulation adopted by City, or by initiative which changes, alters or amends the rules, regulations and policies applicable to the Property and the Project at the time of approval of this Agreement, as provided by California Government Code Section 65866.

~~32.17~~ 33.17 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; ~~"~~"shall"~~"~~ is mandatory; ~~"~~"may"~~"~~ is permissive.

~~32.18~~ 33.18 Consent. Where the consent or approval of City or Landowner is needed to implement the Project under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned, except where this Agreement expressly authorizes a Party to act in its sole discretion.

~~32.19~~ 33.19 Covenant of Cooperation. City and Landowner shall cooperate and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement. Such cooperation shall include entering into

Implementing Agreements to implement the obligations established in this Agreement.

~~32.20~~ 33.20 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

~~32.21~~ 33.21 Date of Execution. City and Landowner have executed this Agreement on the dates set forth below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF COACHELLA, a municipal corporation	KPC DEVELOPMENT COMPANY, a California limited liability company
By: _____ Steven Hernandez , Mayor	By: _____ Kali P. Chaudhuri, M.D.
_____	Its: Manager
Dated: _____	Dated: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa, City Attorney

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 3/24/2025 10:19:31 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/43360788/1	
Modified DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/43428043/2	
Changes:	
Add	883
~~Delete~~	949
~~Move From~~	0
Move To	0
Table Insert	3
~~Table Delete~~	1
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1836

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, _____, by and between the CITY OF COACHELLA, a municipal corporation ("City"), and KPC Development Company, LLC, a California limited liability company (collectively "Landowner" or "Owner"), pursuant to the authority of Sections 65864 – 65869.5 of the California Government Code and the applicable provisions of the municipal code of the City of Coachella. The City and the Landowner are hereinafter, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 – 65869.5 (the "Development Agreement Statute"), which authorizes a City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application.

B. City, a general law city, is authorized by the Development Agreement Statute to enter into development agreements with persons and entities having a legal or equitable interest in real property, for the purposes of establishing predictability for both the City and property owner in the development process. City enters into this Agreement pursuant to the provisions of the California Government Code, the City's General Plan (the "General Plan"), the Coachella Municipal Code (the "City's Municipal Code"), and all applicable City policies.

C. On July 25, 2014, the City and PSAV LLC, a Delaware limited liability company and LLSE Holdings LLC, a New Jersey limited liability company (collectively, "Prior Landowner") made and entered into a Development Agreement for the construction of 7,800 single and multi-family units, commercial, retail and offices uses, and community/public facilities, on approximately 2,200 acres (the "Project") located immediately south of and adjacent to Interstate 10 and east of the Coachella Branch of the All American Canal, as further described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

D. On January 18, 2023, Owner, as Buyer, and Prior Landowner as Seller, entered into that certain Purchase Agreement and Escrow Instructions for the purchase of the Property described therein (the "Purchase Agreement"). In connection with the sale of the Property, Owner and Prior Landowner executed that certain Assignment and Assumption of Development

Agreement pursuant to which, Owner succeeded to Prior Landowner's rights, interests, and obligations under the Development Agreement.

E. As of the "Effective Date" as that term is described herein below, Landowner is or will be the equitable or fee owner of the Property. Owner desires to develop the Project in accordance with the City Approvals (defined below).

F. The following approvals, entitlements, applications, and findings (collectively, the "City Approvals") have already been adopted or are in place for the Project:

i. On July 25, 2014, the City and PSAV LLC, a Delaware limited liability company and LLSE Holdings LLC, a New Jersey limited liability company (collectively, "Prior Landowner") made and entered into the original Development Agreement which is set to expire on July 25, 2029.

ii. Resolution No. 2013-53, which certified Environmental Impact Report No. 12-01 (the "Project EIR");

iii. Resolution No. 2013-50, which approved General Plan Amendment No. 12-02;

iv. Resolution No. 2013-51, which approved General Plan Amendment No. 12-03;

v. Resolution No. 2013-52, which approved Tentative Tract Map No. 36494;

vi. Resolution No. WA-2013-04, which approved the Water Supply Assessment for the Project;

vii. Ordinance No. 1059, which approved Specific Plan Amendment No. 88-03 ("Specific Plan" or "La Entrada Specific Plan");

viii. Ordinance No. 1060, which approved Change of Zone No. 12-03 that included the zoning of 588 acres that was subsequently annexed to the City of Coachella;

ix. Annexation No. 63 which annexed 588 acres into the City of Coachella; and

x. First Amendment to the Development Agreement as set forth in Ordinance No. 1155, adopted February 26, 2020

G. The development of the Project also will require future discretionary and ministerial approvals from the City that have not been reviewed or approved by the City prior to the Adoption Date (defined below) of this Agreement. These future discretionary and ministerial approvals by the City, include, but are not limited to, tentative maps, final subdivision maps, encroachment permits, grading permits, building permits, special permits, plan reviews, design review and certificates of occupancy (collectively the "Subsequent Approvals"). The term "Subsequent Approvals" also references and includes any further project review required by the California Environmental Quality Act ("CEQA"), including implementation of all mitigation measures, monitoring programs, and conditions adopted as part of the City Approvals.

H. To ensure that the intentions of the City and Landowner with respect to the City Approvals are carried out, the Parties desire voluntarily to enter into this Agreement to facilitate development of the Project, subject to the conditions and requirements included in this Agreement.

I. The City Council has determined that development of the Project will further the comprehensive planning objectives contained with the General Plan, as defined below, and will afford the City, its citizens and the surrounding region with the following benefits (the "Public Benefits"):

i. Fulfilling long-term economic and social goals for the City and the community, including amenities that the City and its residents desire;

ii. Providing fiscal benefits to the City's general fund in terms of increased property tax and sales tax revenues to help support essential City services;

iii. Providing job creation, both short term construction employment and long-term permanent employment in the City;

iv. Financing and constructing significant infrastructure improvements that will serve the region and the community;

v. Providing recreational amenities for use by the City and its residents, including approximately 345 acres of park, paseo and walking trails and approximately 557 acres of dedicated open space; and

vi. The best interests of the City and the public health, safety and welfare of its citizens will be served by entering into this Agreement.

J. This Agreement constitutes a current and valid exercise of the City's police powers, to provide predictability to Landowner in the approval and development process by vesting the

permitted uses, density, intensity of use, timing, and phasing of development consistent with the City Approvals in exchange for Landowner's commitment to provide Public Benefits to the City.

K. The phasing, timing, and development of public infrastructure necessitates a significant commitment of resources, planning and effort by Landowner for the public facilities financing, construction and dedication to be successfully completed. In return for Landowner's participation and commitment to these significant contributions of private resources for public purposes, the City is willing to exercise its authority to enter into this Agreement and to make a commitment of predictability for the development process for the Project and the Property. The development of the Project and the Property will be necessary to generate the fees, tax revenue and other funding required for the public infrastructure.

L. On November 13, 2013, as part of the original approvals for the La Entrada project and La Entrada Specific Plan, the City Council of the City of Coachella approved Resolution No. 2013-53 certifying the Final Program Environmental Impact Report prepared for the La Entrada Project applications in accordance with the California Environmental Quality Act (CEQA) along with specific findings and a statement of overriding considerations. This Agreement does not result in any new environmental effects that were not previously analyzed as part of the original project and no added information of substantial importance exists under Public Resources Code 21166 or CEQA Guidelines 15162 showing that any new or substantially increased significant impacts would arise from this Amended and Restated Development Agreement. As such, no new environmental review is required, because it has no potential for resulting in physical change to the environment, directly or indirectly.

M. The City Planning Commission held a duly noticed public hearing on this Agreement, on _____, _____, and recommended approval of this Agreement to the City Council.

N. The City Council held a duly noticed public hearing on this Agreement, on _____, _____. The City Council, on the recommendation of the Planning Commission, made findings and subsequently determined that the Project is one for which a development agreement is appropriate under the Development Agreement Statute and the applicable sections of the City's Municipal Code. The City Council approved this Agreement by Ordinance No. _____, introduced on _____, and adopted on _____ (the "Adoption Date"). Ordinance No. _____ (the "Enacting Ordinance") became effective on _____ (the "Effective Date").

O. Prior to the Second Reading adopting the Enacting Ordinance, Landowner has paid all amounts due to the City including mapping and eminent domain related costs in the amount of

$1,168,521.76 eminent domain charges, plus administrative fees owed, including new City costs associated with the negotiation of this Agreement, and if not paid, this Agreement shall not be effective and shall terminate. All amounts paid by the Landowner to the City for eminent domain charges shall be a credit to the Landowner against future Development Impact Fees.

P. In order to acknowledge the new owner the reference to "La Entrada" shall be amended to "La Entrada (Kalifornia City)" or "Kalifornia City" whenever and wherever it shall be deemed appropriate.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

2. Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated as a part of this Agreement. Those Exhibits are:

Exhibit A – Legal Description

Exhibit B – Specific Plan Land Use Summary

Exhibit C –Development Impact Fees – Satisfaction and Credits

Exhibit D – Development Impact Fee Credit Process

Exhibit E –Third Party Reimbursement Process

Exhibit F – Conditions of Approval for TTM 36494 and La Entrada Specific Plan Amendment Number 88-3

Exhibit G – Tentative Tract Map No. 36494

Exhibit H –CFD Financing Parameters

Exhibit I – Form of Assignment and Assumption Agreement

3. Terms and Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement:

3.1 "Adoption Date" means _______, _____, the date on which the City Council conducted the first reading of the ordinance adopting this Agreement.

3.2 "Agreement" means this Amended and Restated Development Agreement between the City and the Owner. The term "Agreement" shall include any amendment properly approved and executed pursuant to Section 24 herein and supersedes and replaces in full the original Development Agreement from 2014 and the First Amendment to the Development Agreement from 2020.

3.3 [Intentionally left blank]

3.4 "Assignment Agreement" is defined in Section 23.

3.5 "Avenue 50 canal crossing ("Canal Crossing") means the related road connection between the current terminus of Avenue 50 and the proposed future Interchange.

3.6 "Avenue 50 Interchange ("Interchange") means the approved future Avenue 50 interchange at Interstate 10.

3.7 "Builder's Tentative Map" means a map created for the purpose of designing individual residential lots or multi-family units for sale to end-user homeowners.

3.8 "CC&Rs" means the covenants, conditions and restrictions recorded against the Property by the Owner or its successors and assigns.

3.9 "CEQA" means the California Environmental Quality Act, codified at California Public Resources Code Sections 2100-21178.

3.10 "CFD Agreements" include, but are not limited to the rate and method of apportionment, funding and acquisition agreement and appraisal.

3.11 "City Approval" is defined in Recital F.

3.12 "City Council" means the governing body of the City.

3.13 "City Facilities" means those Public Facilities (defined in Section 3.66) owned or to be owned by the City.

3.14 "City Law" means those ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Property in effect as of the Effective Date. The City's Municipal Code and the adopted Specific Plan are included in this definition.

3.15 "City Manager" means the city manager of the City.

3.16 "City's Municipal Code" means the City of Coachella Municipal Code (also known as the "Code of Ordinances"). However, changes to the Municipal Code occurring between the Adoption Date and the Effective Date, that materially alter any regulation or guideline in the Specific Plan prior to the Effective Date shall not be considered part of the City's Municipal Code for purposes of this Agreement without Owner's prior written consent.

3.17 "City's Obligations" means those obligations set forth in Section 14 herein.

3.18 "Commercial Map" means the division of a lot or parcel of land into two or more lots for the purpose of creating a development for commercial or business related purposes. This definition includes, but is not limited to, retail commercial and office commercial uses.

3.19 "Commercial Sale" means the sale or lease of a commercial lot, space or building intended for commercial, retail or mixed uses, to a member of the public or any other ultimate user.

3.20 "Community Development Director" means the Community Development Director, Development Services Director, Planning Director, or equivalent positions within the City organization.

3.21 "Compliance Certificate" is defined in Section 26.1.

3.22 "Construction" is defined in Section 13.1.

3.23 "Construction Code" means, collectively, the California Building Code and Title 24 of the California Code of Regulations.

3.24 "County Recorder" means Recorder of County of Riverside.

3.25 "Default" is defined in Section 25.1.

3.26 "Development Agreement Fee" refers to the fee set forth in Section 13.8 herein.

3.27 "Development Agreement Statute" means the California Government Code Sections 65864-65869.5.

3.28 "Development Approvals" means all permits, certificates, approvals, and other entitlements approved or issued by the City for construction, use, occupancy, and/or development (including marketing and sales of land, or structures by Owner) of or on the Property, whether ministerial or discretionary. For the purposes of this Agreement, Development Approvals shall be deemed to include, but are not limited to, the following actions, including revisions, addenda, amendments, and modifications to these actions:

- Master Subdivision Map, Financing Maps, Builder's Tentative Maps, Final Maps and parcel maps;
- Conditional use permits, use permits, variances and exceptions, and site plan or design review approvals;
- Planned developments, specific plans, specific plan amendments, or other legislative approvals for specific neighborhoods;
- Rough grading, precise grading and building plan approvals and/or permits;
- Certificates of compliance and/or lot line adjustments;
- Improvement plans and permits, including, but not limited to, those related to street, drainage, utility, storm water, water quality management, and landscape improvements issued by the City;
- Occupancy permits; and
- CEQA documents, technical studies and other environmental review documents required for the Project and approved/adopted after the Effective Date.

3.29 "Development Impact Fees" commonly referred to as the "DIF Fee" means all fees: (i) established and imposed upon the Project by the City pursuant to the Mitigation

Fee Act as set forth in California Government Code Section 66000 et seq., and this Agreement; and (ii) in effect as of the date specified in Section 12.3.1 of this Agreement. Any water and sewer service fees, including but not limited to hook-up fees and Supplemental Water Supply Charges, are specifically excluded from this definition.

3.30 "Enacting Ordinance" means Ordinance No. _______ adopted by the City Council on _____ , _____ and effective on _____ , _____.

3.31 "Effective Date" is defined in Section 8.2.

3.32 "Existing City Approvals" means all City Approvals in effect on the Effective Date.

3.33 "Existing Financing District" means the City of Coachella CFD No. 2005-1 (Law Enforcement, Fire and Paramedic Services).

3.34 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date, including the General Plan and La Entrada Specific Plan, as amended. However, changes to the Land Use Regulations approved or becoming effective between the Adoption Date and the Effective Date shall not be considered part of the Existing Land Use Regulations without Owner's prior written consent.

3.35 [Reserved]

3.36 "Federal" means the United States of America.

3.37 "FIA" is defined in Section 13.9.2.

3.38 "Final Map" includes the terms Final Map, Final Tract Map and shall have the same meaning as those terms are defined in the California Subdivision Map Act (California Government Code Section 66410 et seq).

3.39 "Financing District" means a community facilities district to be authorized pursuant to the Mello-Roos Act, an assessment district, enhanced infrastructure financing district, and or other form of district or bond financing authorized by the State as a means to fund public improvements including, public safety services, and/or maintenance of those improvements

3.40 "Financing Map" includes Final Map 36494, and any other similar map recorded for finance and conveyance purposes only.

3.41 "Fiscal Review" is defined in Section 13.12.

3.42 "General Plan" means the general plan of the City.

3.43 "Government Code" shall mean the California State Government Code.

3.44 "Implementing Project" means a subsequent project, located in the Specific Plan area, pursuant to either a Builder's Tentative Map or Commercial Map.

3.45 "Indemnitor" is defined in Section 31.

3.46 "La Entrada Facility CFD" means any Community Facilities District created or adopted for the Project to finance City Facilities.

3.47 "La Entrada Services CFD" means any services and maintenance Community Facilities District created or adopted for the Project.

3.48 "LAFCO" means the Riverside County Local Agency Formation Commission.

3.49 "Landowner" or "Owner" means collectively KPC Development Company, LLC, a California limited liability company and their respective successors and assigns to all or any part of the Property, as set forth in Section 5 of this Agreement.

3.50 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulation, moratoria, initiatives, and official policies of the City governing the development and use of land, including, without limitation, the General Plan, zoning ordinances, subdivision ordinances (but not Tentative or Final Maps, which are City Approvals), specific plans, planned community texts, and their respective amendments. Land Use Regulations govern, without limitation, the permitted use of land, the density or intensity of use, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, construction, and initial occupancy standards and specifications applicable to the Project.

3.51 "Master Developer" shall mean the developer responsible for the master planning of the Project including, without limitation, infrastructure and utilities planning, site preparation, identification of users, phasing and the potential development of sites for users within the Project. The Master Developer is responsible for managing the development of the Project from planning to final build-out including, without limitation, infrastructure development, financing, marketing and asset

management. The Landowner shall have all of the obligations of the Master Developer unless and until there is a formal assignment approved by the City in accordance with this Agreement.

3.52 "Master Developer Funding" is defined in Section 13.12.

3.53 "Master Tentative Map" or "Master Subdivision Map" means a map that subdivides large tracts of land into smaller parcels for the purpose of later selling or otherwise transferring the parcels for further subdivision, together with planning and construction of infrastructure elements, but not for the purpose of creating individual commercial parcels or individual residential lots for sale to end-user homeowners. The purpose and intent of the Master Subdivision Map process is to allow the subdivision of land to correspond to the Specific Plan Planning Areas, open space, and infrastructure elements without allowing the creation of individual commercial or residential lots. For nonresidential property, while the Master Subdivision Map process may create parcels which may or may not be subdivided further, no building may be undertaken on any master parcel unless and until all other required discretionary entitlements have been lawfully obtained, as required by applicable land use and development regulations of the Specific Plan. The boundary lines on any Master Subdivision Map shall correspond to applicable Planning Area plan land use designations and infrastructure elements.

3.54 "Mello-Roos Act" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 et seq., of the California Government Code.

3.55 "Mortgage" is defined in Section 28.

3.56 "Mortgagee" is defined in Section 28.

3.57 "Option Term" means any extension of the Term of this Agreement, as allowed in Section 8.3.

3.58 "Oversized Improvements" is defined in Section 14.2.3.

3.59 "Owner's Facilities Obligations" means those obligations of Owner, excluding any reimbursements or credits, to construct public improvements, to the extent required by City Approvals and as specified in this Agreement.

3.60 "Party" or "Parties" means the City and the Owner.

3.61 "Permit Streamlining Act" means Sections 65920 et. seq., of the Government Code and all successor provisions thereof.

3.62 "Planning Commission" means the planning commission of the City.

3.63 "Project" is defined in Recital C.

3.64 "Property" means the real property governed by the La Entrada Specific Plan and EIR, as described in Exhibit A.

3.65 "Public Benefit" means Owner's contributions, as defined in Section 21.2 and further described in Section 13, toward land, improvements and funding to further the development of the Public Facilities.

3.66 "Public Facilities" means collectively, the City Facilities, Fire Facilities, Park and Recreation Facilities, Police Facilities, Streets and Highways Facilities, Water and Sewer Facilities, stormwater and drainage facilities and School Facilities.

3.67 "Quimby Fees" means all fees (i) established and imposed upon the Project pursuant to the Quimby Act as set forth in California Government Code Section 66477 et seq., and this Agreement, (ii) in effect as of the Adoption Date.

3.68 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to Landowner under this Agreement and reserved to City under Section 11 of this Agreement.

3.69 "Residential Sale" means the sale of a Unit to a member of the public or any other ultimate user. In the case of a multi-family rental project, the term "Residential Sale" shall apply once a certificate of occupancy has been issued for the building(s).

3.70 "State" means the State of California.

3.71 "Subsequent Approvals" is defined in Recital G.

3.72 "Subsequent Land Use Regulation" means those Land Use Regulations which are both adopted and effective after the Approval Date and which are not included within the definition of Existing Land Use Regulations.

3.73 "Substantial Conformance, Minor Modifications/Technical Adjustments" is as defined in Section 5.1.5 of the La Entrada Specific Plan.

3.74 "Supplemental Water Supply Charge" shall have the same meaning as is contained in the Memorandum of Understanding dated February 2013 by and between the City and Coachella Valley Water District.

3.75 "Tentative Map(s)" means any Project tentative map approved after the Effective Date, including a tentative parcel map, as defined in the California Subdivision Map Act and the Municipal Code.

3.76 "Term" as outlined in Section 8.3 means the initial Term and any Option Term of this Agreement.

3.77 "Transferee" means any third party that has acquired an interest or estate in all or any portion of Owner's interest, rights, or obligations under this Agreement.

3.78 "Transferred Property" means any portion of the Property acquired by Transferee.

3.79 "TUMF" shall mean the Coachella Valley Transportation Uniform Mitigation Fee.

3.80 "Uniform Administrative Code" means the Uniform Administrative Code, in effect as of the date that any building permit is issued by the City, as promulgated and published by the International Conference of Building Officials.

3.81 "Uniform Building Code" means the International Building, Mechanical, Plumbing, Electrical and Fire Codes in effect as of the date that any building permit is issued by the City.

3.82 "Unit" means a residential dwelling unit within the Project regardless of whether for sale or for rent.

3.83 "Vested Rights" is defined in Section 12.1.

4. Provisions Required by Statute. California Government Code Sections 65865.1 and 65865.2 provide, in part, that a development agreement shall specify the following:

(a) Duration of the Agreement. See Section 8.3 of this Agreement.

(b) Permitted uses of the Property. See Section 12.1 of this Agreement.

(c) Maximum height and size of proposed buildings. See City Approvals and Exhibit F.

(d) Reservation or dedication of land for public purposes. See City Approvals and Exhibit F.

(e) Periodic review, at least annually, to demonstrate good faith compliance with this Agreement. See Section 26 of this Agreement.

5. Landowner Representations and Warranties. The Landowner is KPC Development Company, LLC. For purposes of this Agreement, the Landowner's office address is: 9 KPC Parkway, Suite 301, Corona, CA 92879.

Landowner represents and warrants that, as of the Effective Date of this Agreement:

5.1 Property Ownership. Landowner is the only equitable or fee owner of the Property and no other person or entity holds any legal or equitable interests in the Property.

5.2 Organization. The Landowner is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of California, with full right, power, and authority to conduct its business within the State of California as presently conducted, and to execute, deliver and perform its obligations under this Agreement.

5.3 Authorization. The Landowner has taken all necessary actions to authorize its execution, delivery and, subject to any conditions set forth in this Agreement, performance of this Agreement. Upon the Effective Date, this Agreement will constitute a legal, valid, and binding obligation of the Landowner, enforceable against it in accordance with its terms.

5.4 No Conflict. The execution, delivery and performance of this Agreement by the Landowner does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (i) the company organizational documents of the Landowner, or (ii) any material agreements to which the Landowner is a Party.

6. City Representations and Warranties. The City represents and warrants that, as of the Effective Date of this Agreement:

6.1 Authorization. The execution and delivery of this Agreement and the necessary performance of the obligations of the City have been duly authorized by all necessary actions and approvals required for a municipal corporation.

6.2 Good Standing. The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement.

6.3 Enforceability. This Agreement is a valid obligation of the City and enforceable in accordance with its terms.

6.4 Development Approvals; Entitlements; Development Impact Fee Satisfaction. The City acknowledges and agrees that Owner has succeeded to the rights and benefits of the Prior Owner under this Agreement, including, but not limited to any and all issued Development Approvals, Subsequent Approvals, any and all paid and deemed satisfied Development Impact Fees, including, but not limited to those set forth in Section 14.2 and Exhibit C to this Agreement.

6.5 No Default. As of the Effective Date, there is no uncured default under this Agreement, and this Agreement is in full force and effect.

6.6 Successor. The City acknowledges and agrees that Owner has succeeded to the rights and benefits of the Prior Owner under this Agreement.

7. Relationship of City and Landowner. The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and knowingly and voluntarily entered into by the City and Landowner and that the Landowner is an independent contractor and not an agent or partner of the City. The Parties further acknowledge that neither Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of Landowner, the affairs of the City, or otherwise. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the City and Landowner joint venturers or partners. The only relationship between the City and Landowner is that of a governmental entity regulating development and the owner of the Property and developer of the Project.

8. Execution, Recording and Term.

8.1 Execution and Recording. Section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded in the Official Records of the County of

Riverside, State of California no later than ten (10) days after the Effective Date, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

8.2 Effective Date. The Effective Date of this Agreement shall be the date on which the Enacting Ordinance became effective, which shall be thirty (30) days from the date of the second reading of the Enacting Ordinance by the City Council.

8.3 Initial Term and Options. The initial term of this Agreement shall commence on the Effective Date and continue for the earlier of: (i) a period of fifteen (15) years from the Effective Date, subject to extension pursuant to Landowner's Extension Option(s) (the "Initial Term"); (ii) entry of a final judgment of a court of last resort setting aside, voiding, or annulling the Enacting Ordinance approving this Agreement; (iii) the adoption, by voters of the City, of a referendum measure overriding or repealing the Enacting Ordinance approving this Agreement; (iv) completion of the Project in accordance with the terms of this Agreement, including issuance of all required occupancy permits and acceptance, as required by City Law, of all required dedications and the satisfaction of all of Landowner's obligations under this Agreement; or (v) as may be provided by other specific provisions of this Agreement.

Following the expiration of the Initial Term and any subsequent Extension Terms, this Agreement shall be deemed terminated and of no further force and effect, regardless of whether Landowner has paid any Development Impact Fees, but subject to those provisions that by their terms expressly survive termination.

Landowner shall have the option to extend the Initial Term for a maximum of three five (5) year extensions for a total possible term of thirty (30) years (the "Option Term") unless the Term is terminated, modified, or extended by the terms of this Agreement, or by mutual consent of the Parties hereto, provided: (a) Landowner provides at least one hundred eighty (180) days advance written notice prior to the expiration of the Initial Term or any preceding Option Term of its intent to request an Option Term; (b) the Landowner is not then in Default under this Agreement; (c) Landowner shall have secured (with the cooperation of City furnished on a good faith basis) and provided to City all financing required for either the Canal Crossing or the Interchange; and (d) The Project Milestones set forth in Section 13.1 have been satisfied within the timelines as indicated.

Following the expiration of the Term and any subsequent Option Term, this Agreement shall be deemed terminated and of no further force and effect regardless of whether Landowner has paid any Development Impact Fees.

8.4 Extension of Term Due to Litigation. In the event that litigation is filed by a third party (defined to exclude City and Landowner and any assignee or Transferee of Landowner) which seeks to invalidate this Agreement or any of the City Approvals or Subsequent Approvals, the Term shall be extended for a period equal to the length of time from the time a summons and complaint and/or petition are served on the defendant(s)/respondent(s) until the resolution of the matter is final and not subject to appeal.

8.5 Extension of Approvals or City Approval.

1. Financing Maps and Master Subdivision Maps or Master Tentative Map. Pursuant to California Government Code Section 66452.6, the term of all Master Subdivision Map or Master Tentative Maps and Financing Maps that are approved for all or any portion of the Property, both prior and subsequent to the Effective Date, shall be automatically extended to a date coincident with the Term. Builder Tentative Maps shall be governed by the Subdivision Map Act and the City's Subdivision Ordinance.

2. Discretionary Actions. Design reviews, use permits, variances and exceptions, public art approvals not related to a subdivision map approval, and governed by the procedures of the City's Municipal Code or other applicable specific plan, shall lapse according to the regulations in the City's Municipal Code or applicable specific plan.

8.6 Release from Agreement. This Agreement shall no longer be applicable to a specific Unit or parcel, without any further action by either Party or need to record any additional document upon the occurrence of any of the following:

(a) Issuance of a Certificate of Occupancy. Upon issuance by the City of a final certificate of occupancy for a Unit. In connection with its issuance of a final inspection for such improved Unit or lot, City shall confirm that all improvements, which are required to serve the Unit or lot, as determined by City, have been accepted by City, and all fees paid. Termination of this Agreement for any Unit as provided in this Section 8.6(a) shall not in any

way be construed to terminate or modify any general tax, special tax, assessment or covenant affecting such Unit or lot at the time of termination.

(b) [Intentionally left blank]

(c) Conveyance to an Association. Upon the conveyance of any lot, parcel or other property, whether residential, commercial, or open space, to a homeowners' association, property owners' association, or public or quasi-public entity, that lot, parcel, or property and its owner shall have no further obligations under and shall be released from this Agreement automatically and without necessity of a separate instrument, provided that this paragraph shall not be deemed to release any transferee, including a good faith purchaser, from obligations to pay any special taxes or assessments imposed in connection with a Financing District. Additionally, Landowner shall have no further obligations under and shall be released from the obligations and encumbrances of this Agreement with respect to that lot.

(d) No Formal Action Required. No formal action by the City is required to effect any release occurring under this Section. However, within forty-five (45) days after Landowner's request, the City shall sign and deliver an estoppel certificate or other similar document, to acknowledge the release.

8.7 Rights and Obligations Upon Expiration of the Term. Following termination of this Agreement, as to a lot or parcel, all the rights, duties and obligations of the Parties hereunder shall terminate and be of no further force and effect, except with respect to Section 12. Upon termination of this Agreement, Landowner shall thereafter comply with the provisions of all City Laws then in effect or subsequently adopted with respect to the Property and/or the Project, except that any termination shall not affect any right vested (absent this Agreement), or other rights arising from Approvals and/or City Approvals granted by the City for development of all or any portion of the Project, including but not limited to any approval defined in Section 8.5, valid building permit, or certificate of occupancy. Termination of this Agreement shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a valid building permit issued by the City. Furthermore, no termination shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to an approved Plot Plan Review, valid building permit previously issued by the City or certificate of occupancy provided that any such building or improvement is

completed in accordance with said building permit in effect at the time of such termination.

8.8 Limitation on Subsequent Land Use Regulations. Except as set forth in the La Entrada Specific Plan and Section 8.11, during the Term, City shall not apply any City Laws enacted after the Effective Date that would conflict with or impede the Vested Rights of Landowner as set forth in this Agreement or otherwise conflict with this Agreement or the Existing City Laws or Existing Land Use Regulations, without Landowner's written consent, which consent shall be at Landowner's sole discretion.

8.9 Conflicting Laws. For purposes of illustrating, but in no way limiting the provisions of this Section, any action or proceeding of the City (whether enacted by the legislative body or the electorate), that has any of the following effects on the Project, shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws and/or Existing Land Use Regulations:

(a) Reduce the maximum number of Units permitted or increase the minimum number of Units required to be developed on the Property from that required by City Law or this Agreement;

(b) Change any land use designation or permitted use of the Property from that shown in City Law or on the adopted La Entrada Specific Plan, except as may be permitted under a future specific plan amendment;

(c) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property;

(d) Limit or restrict any right specifically granted by the City Approvals; or

(e) Increase Development Impact Fees ("DIF"), repeal or restrict credits or any other actions that directly conflict with the terms and provisions of this Agreement.

8.10 Applicable Rule/City Approval/Development Agreement Inconsistency. In the event of any inconsistency between any Existing City Law, Existing Land Use Regulation, City Approval and the La Entrada Specific Plan and this Agreement, the provisions of the La Entrada Specific Plan and this Agreement shall control.

8.11 Subsequent Approvals. In reviewing and acting on applications for Subsequent Approvals, the City shall apply the City Approvals and the Existing Land Use Regulations when considering the application and may attach such conditions as necessary to comply with the City Approvals and Existing Land Use Regulations. Applications for Subsequent Approvals shall be processed diligently in good faith by the City and considered in a manner consistent with the rights granted by this Agreement and City Law.

With the City Approvals, the City has made a final policy decision that development of the Property and the Project is consistent with the City Approvals and are in the best interests of the public health, safety, and general welfare. Nothing herein shall limit the ability of the City to require the necessary reports, analysis, or studies to assist in determining whether the requested Subsequent Approval is consistent with the City Approvals, City Law and this Agreement. City's review of the Subsequent Approvals shall be consistent with this Agreement, including, without limitation, Section 11 of this Agreement. Any conditions, terms, restrictions, or requirements imposed by the City on the Subsequent Approvals shall not prevent development of the Property for the uses and to the density of development included in the City Approvals.

8.12 Substantial Conformance and Minor Modifications/Technical Adjustments. The provisions of this Agreement require a close degree of cooperation between the Parties. Any Substantial Conformance or Minor Modifications/Technical Adjustments, as that term is defined in Section 5.1.5 of the La Entrada Specific Plan, may be required from time to time, to accommodate design changes, engineering changes and other refinements related to the details of the Parties' performance. Accordingly, the Parties may mutually consent to adopting any Substantial Conformance, Minor Modifications/Technical Adjustments through administrative approvals by the Community Development Director, his or her designee, or any other City department head when the Parties mutually determine that the proposed modifications and refinements are subject to the terms and conditions of this Section 8.12, and not significant changes requiring amendment of this Agreement.

8.13 Initiative and Referenda. If any City Law is enacted or imposed by a citizen sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property or Project. The Parties, however, acknowledge that the City's approval of this

Agreement and the City Approvals are legislative actions subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Property or Project. Landowner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Property or Project.

9. Development Timing. The Parties acknowledge that Landowner cannot, at this time, predict when or the rate at which the phases of the Project will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors which are not within the control of the Landowner, such as market conditions and demand, interest rates, absorption, completion and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement, Landowner shall have the vested right to develop the Project in such order and at such rate and at such times as Landowner deems appropriate in the exercise of its business judgment, provided that Landowner is in compliance with the City Approvals.

Notwithstanding the above, the Landowner is required to comply with the specific construction milestones set forth in Section 13.1 ("Project Milestones").

10. Compliance with Requirements of Other Governmental Entities. During the Term, Landowner, at no cost to City, shall comply with lawful requirements of, and obtain all permits and approvals required by other local, regional, State and Federal agencies having jurisdiction over the Landowner's activities in furtherance of this Agreement. Landowner shall pay all required fees when due to local, regional, State and Federal governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

10.1 City Cooperation. City shall cooperate with Landowner in Landowner's efforts to obtain permits, approvals, and funding from local, regional, State and Federal governmental agencies, provided that same does not impose any costs on or require

the City to incur any costs without reimbursement or require the City to amend any of the City's policies, regulations or ordinances.

10.2 Quotas, Restrictions or Other Growth Limitations. Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the City Approvals against subsequent City Laws that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the City Approvals.

11. Reservation of Rights

11.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

1. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals and Subsequent Approvals and for monitoring compliance with any such approvals granted or issued;

2. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure;

3. Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments thereto including, without limitation the City's building code, plumbing code, mechanical code, electrical code and any future City grading ordinance;

4. Temporary regulations which may be enacted and may be in conflict with this Agreement, but which are objectively required, and for which there are no available reasonable alternatives, to protect the public health, safety and welfare in the event of a sudden, unexpected occurrence involving a clear and imminent danger, and demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public service within the immediate community. Such regulations must be a valid exercise of the City's police power and must be applied and construed so as

to provide the Landowner, to the maximum extent feasible and possible, with the rights and assurances provided in this Agreement. Any regulations, including moratoria, enacted by the City and imposed on the Property to protect the public health, safety and welfare in the circumstances described in this Section shall toll the Term, Option Term, and any other time periods for performance by Landowner and City, as set forth in this Agreement;

5. As provided in Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans, or policies to the extent that such changes are specifically mandated and required by changes in State or Federal laws or regulations. In the event changes in the law prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended as may be necessary to comply with the changes in the law, and the City, in consultation with the Landowner, shall determine such actions as may be reasonably required. It is the intent of the Parties that any such modification or suspension be limited to that which is necessary and to preserve to the greatest extent feasible and possible the original intent of the Parties in entering into this Agreement. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations. Nothing in this Agreement shall preclude the City or Landowner from contesting, by any available means, including, without limitation, administrative or judicial proceedings, the applicability of any such State or Federal laws or regulations to the Property;

6. Regulations that impose, levy, alter or amend fees and charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash enclosure/bin placement, service charges and regulations on vehicle parking; and

7. Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, collected by the City.

11.2 Subsequent Approvals. This Agreement shall not prevent City, in acting on Subsequent Approvals, and to the same extent it would otherwise be authorized to

do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

11.3 Electricity, Internet, Cable TV and Telephone. The Parties acknowledge and agree that the City, to the full extent permissible by law, is reserving its authority and ability to provide and serve the Project with electricity, cable TV, internet, telephone, wireless and other utility services, including, but not limited to water and sewer. City shall retain the option, in its sole and absolute discretion, to contract with a third-party to provide any service to all or any portion of the Project. City and Developer may discuss these matters at any time to identify a potential alternative that shall be subject to discretionary approval of the City Council.

11.4 Modifications or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

11.5 Intent. The Parties acknowledge and agree that the City is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to the City all of its police power that cannot be or is not expressly so limited. This Agreement shall be construed to reserve to City all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

12. Vested Rights.

12.1 Permitted Uses/Vested Rights. During the Term, the permitted uses of the Property, the density and intensity of use, the rate, timing and sequencing of development, the maximum height and design and size of proposed buildings, the parking standards, the provisions for reservation and dedication of land, and any other applicable development standards shall be those set forth in the City Approvals, and the City Laws in force and effect on the Adoption Date of this Agreement (the "Vested Rights").

12.2 Fees and Exactions. The City hereby agrees that the Project has satisfied certain Development Impact Fee requirements and may be entitled to certain Development Impact Fee Credits and Third Party Reimbursements as more particularly described in Section 14.2 of this Agreement, and as governed by the City Municipal Code, including but not limited to Section 4.45.110 and prior City administrative practices. Unless otherwise specifically stated in this Agreement, the Parties recognize that the current City Approvals do not include sufficient detail to identify all potential improvements that may be eligible for Development Impact Fee Credits and Third Party Reimbursements. All requests for additional Development Impact Fee Credits and Third Party Reimbursements not covered by this Agreement shall be subject to review, verification and acceptance by the City in accordance with the process outlined in the City Municipal Code. Protection for any increases in any of the City's Development Impact Fees shall not include increases mandated by the County, the State of California, the federal government, the City's water authority, the City's sanitary district or any other entity that is outside the control of the City. This Section shall not be construed to limit the authority of the City to charge processing fees of Citywide applicability.

12.3 Ceilings of Development Impact Fees. Development Impact Fees for this Project which are not deemed fully satisfied pursuant to Section 14.2 and Exhibit C of this Agreement or otherwise credited pursuant to this Agreement shall not increase, both in category of fees charged and fee amount – for both commercial and residential construction – from the rates in effect as of the nexus study and resulting DIF schedule which shall be completed and adopted by the City Council subject to the following requirements:

1. City shall adopt such new nexus study and resulting DIF schedule within (12) months from the earlier of the date of the commencement of construction for either the Canal Crossing or the Interchange, with "commencement" defined as (1) identification and transfer of all funding required for either the Canal Crossing or the Interchange; (2) procurement and contracting by City of all construction services for either the Canal Crossing or the Interchange; and (3) the notice of commencement provided by the City to the contractor for commencement of either the Canal Crossing or the Interchange.

2. The resulting schedule of Development Impact Fees shall be in effect for ten (10) years from the earlier of the date of the completion of either the Canal Crossing or the Interchange (the completion date of which shall be

reasonably determined by the City of Coachella City Engineer) and subject only to an annual Consumer Price Index for the Riverside-San Bernardino-Ontario, CA metropolitan area from the Effective Date

3. The foregoing paragraphs shall not apply to water and sewer impact fees which shall not be limited in any manner.

12.4 [Reserved]

12.5 Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to building standards, in effect at the time of issuance of the appropriate building, grading, encroachment or other construction permits for the Project.

12.6 Subdivision Maps – Compliance with California Government Code Section 66473.7. As required by California Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of California Government Code Section 66473.7, as that section may apply, and shall be extended for the Term hereof. Notwithstanding this provision, the Parties acknowledge that the Coachella Water Authority and the CVWD may require periodic updates to the adopted Water Supply Assessment for the Project and the adopted Supplemental Water Supply Charge.

12.7 Dedication of On-Site Easements and Rights of Way. Landowner, to the extent required by the City, shall dedicate to City all on-site rights of way and easements deemed necessary by the City for public improvements within forty-five (45) days of receipt of written request by the City.

13. Landowner Obligations. As a material consideration for the long term assurances, Vested Rights, and other City obligations provided by this Agreement, and as a material inducement to City to enter into this Agreement, Landowner has offered and agreed to provide the Public Benefits to the City listed in this Section 13, and has further agreed to comply with all of its obligations under this Agreement including, in particular, the obligations set forth in this Section 13.

13.1 Project Milestones. In order to preserve and maintain the provisions of this Agreement, Landowner must, to the reasonable satisfaction of the City Council, commence the Project as outlined below:

(a) Landowner shall (with the cooperation of City furnished on a good faith basis) have secured sufficient commitments for financing of the construction of either the Canal Crossing or the Interchange during the Initial Term of 15 years from the Effective Date.

(b) Within twelve (12) months from the earlier of the date upon which construction of either the Canal Crossing or the Interchange shall have commenced, as defined above in Section 12.3, Landowner shall have filed an application for a Master Subdivision Map or Master Tentative Tract Map for the first phase of the Project.

(c) Provide for Affordable Housing as set forth in Section 13.3

(d) A minimum of twenty thousand (20,000) square feet of commercial building(s) shall be constructed and a certificate of occupancy issued within seven (7) years after completion of the Interchange.

(e) A minimum of one hundred (100) hotel or motel rooms shall be constructed and certificate of occupancy issued within seven (7) years after completion of the Interchange.

(f) Subject to section 13.1 (a) of this Agreement, Landowner shall (with the cooperation of City furnished on a good faith basis) have secured sufficient commitments for financing of the construction of either the Canal Crossing or the Interchange (whichever remains to be constructed) within twenty-five (25) years from the Effective Date.

13.2 Compliance with Agreement and City Law. In addition to any other obligations of Landowner set forth herein, in consideration of the City entering into this Agreement, Landowner has agreed that if Landowner commences development of the Property and proceeds to develop the Property, such development shall be in conformance with all of the terms, covenants, and requirements of this Agreement and City Law at the times set forth in this Agreement, and Landowner shall perform those specific obligations and provide those specific contributions identified in the City Approvals, the City Approvals and all related Exhibits and documents thereto. Landowner shall pay when due, any and all required fees, Development Impact Fees of any type and any other costs which are imposed on all or any portion of the Project or the Property, whether imposed by the City or other agencies, only as provided in this Agreement.

13.3 Affordable Housing. Prior to or concurrent with the submittal of the first Master Tentative Map, Builders Tentative Map, or Commercial Map, an affordable housing plan must be submitted to, and approved by, the City that provides for the following:

1. A minimum of one thousand (1,000) affordable dwelling units must be identified and constructed as follows, in accordance with the terms and provisions set forth below:

(a) An initial minimum of one hundred (100) units will be constructed in the first phase of residential construction as those units are shown on the Master Subdivision Map; An additional minimum of one hundred (100) units will be constructed in the second phase; and an additional minimum of three hundred (300) units will be constructed in the third phase.

(b) The remaining five hundred (500) units must be identified and constructed within the remaining phases of the Project at the discretion of the Landowner.

(c) "Affordable Housing" as used in this Agreement, shall include, but shall not be limited to, housing for low-income residents, seniors, veterans, and people with disabilities.

(d) Landowner will use good faith efforts to evenly distribute the affordable housing units within the mixed-use, high-density residential, and medium-density residential land use designations in the La Entrada Specific Plan.

(e) The maximum sales or rental rates for the affordable units shall not exceed the maximum levels established by the City of Coachella consistent with the provisions of the City's Housing Element and State law.

(f) All Affordable Housing Units in the La Entrada Specific Plan shall remain restricted to the corresponding income households for a minimum of thirty (30) years through a restrictive covenant, unless otherwise specified by State law or the City's density bonus

provisions contained in Chapter 17.88.060 of the City's Municipal Code.

2. Prior to the issuance of the first building permit for any phase, Landowner must have an approved Builder's Tentative Map and approved and recorded Builder's Final Map for that phase and the City Planning Director and Landowner shall approve the specific method of implementation of affordable housing in furtherance of the City Council approved affordable housing plan for that phase. "Building Phases" shall be determined by the Landowner after analyzing the grading and utility infrastructure required.

13.4 Tracking Development Impact Fees. Concurrent with the submittal of a Tentative Map, the Landowner shall submit fees due and owing for that subsequent Tentative Map.

13.5 Water and Sewer Facility Planning. In accordance with the requirements of the Specific Plan Conditions of Approval, Exhibit F attached hereto and incorporated herein by reference, concurrent with the preparation of the first Master Subdivision Map, Owner shall prepare a project-specific master plan for the construction or expansion of the City's water and wastewater facilities as may be required for service of the Project.

13.6 Road and Infrastructure Planning. In accordance with the requirements of the Specific Plan Conditions of Approval, Exhibit F attached hereto and incorporated herein by reference, concurrent with the preparation of the first Master Subdivision Map, Owner shall prepare a project-specific master plan for the construction of interim and permanent road improvements for the Project. The plan shall include provisions for the timing and construction of interim and permanent landscaping improvements associated with all Project road improvements.

13.7 [Intentionally left blank]

13.8 Development Agreement Fee. City and Owner agree that no "Development Agreement Fee" shall be required for the first twelve (12) years after Effective Date and thereafter, the Development Agreement Fee shall be fixed at two-thousand and five hundred ($2,500) per residential certificate of occupancy until 16th anniversary of the Effective Date; and then from the start of year 17th year through the end of the 20th year $5,000 per residential certificate of occupancy. The Development

Agreement Fee beyond the 20th year through the end of the Term shall be the fee in affect at that time.

13.9 Fire Station Construction.

1. Land Dedication and Temporary Facility Construction. Upon issuance of a certificate of occupancy for the 1,500th Unit, the Owner shall provide a dedicated site with permanent utility improvements and a temporary modular facility, as approved by the Riverside County Fire Department, for a fire station within the Project.

2. Fire Station Staffing Upon 1,500th Unit. Upon issuance of a certificate of occupancy for the 1,500th Unit, the Master Developer shall provide the necessary land and facilities for a three-person engine company, at an annual projected cost approved by the Riverside County Fire Department. The cost of the three person engine company shall be funded in the following priority through one or more of any of the following means: (i) special tax revenues from the La Entrada Services CFD; (ii) property tax revenue and (iii) Master Developer Funding (see Section 13.12).

   Within sixty (60) days following the issuance of a building permit for the 1,500th Unit, the Master Developer shall prepare a fiscal impact analysis of the Project subject to City review (the "FIA"). The FIA shall be submitted to the City for review and approval (the "Fiscal Review").

3. Fire Station Staffing Upon 3,900th Unit. Upon issuance of a certificate of occupancy for the 3,900th Unit, the Project shall provide the necessary funding for a four person engine company, at an annual projected cost) as approved by the Riverside County fire department. The cost of the four person engine company shall be funded in the following priority through one or more of any of the following means: (i) special tax revenues from the La Entrada Services CFD; (ii) property tax revenue and (iii) Master Developer Funding (see Section 13.12).

   Within sixty (60) days following the issuance of a building permit for the 3,900th Unit, the Master Developer shall prepare, and the City shall review, an FIA. The FIA shall be submitted to the City for a Fiscal Review.

4. Fire Station Staffing Upon 7,800th Unit or Build-Out of the Project. Upon issuance of a certificate of occupancy for the 7,800th Unit, the Project shall provide the necessary funding for a five person engine company, at an annual projected cost as approved by the Riverside County fire department. The cost of the five person engine company shall be funded in the following priority through one or more of any of the following means: (i) Special tax revenues from the La Entrada Services CFD; (ii) property tax revenue and (iii) Master Developer Funding (see Section 13.12).

13.10 Funding for Permanent Fire Station.

1. The permanent fire station will be wholly financed by the Landowner or Master Developer, the timing of the improvement to be determined primarily on operational need at the opinion of the Fire Chief.

2. Upon issuance of the 1st building permit, the Master Developer shall provide a bond to the City sufficient to secure construction of a permanent fire station within the Project at a time as required by the Riverside County Fire Department. The amount of the bond shall be determined based on the costs for a permanent facility as outlined in the then-current City's Fee Nexus Study.

13.11 Property and Project Not Subject to Existing Financing District. In accordance with Condition 39 of the La Entrada Specific Plan conditions of approval, Exhibit F attached hereto and incorporated herein by reference, the Property is currently subject to annexation into the City's Existing Financing District.

13.12 Fiscal Review and Landowner Funding. Prior to the issuance of the first building permit, City shall conduct a Fiscal Review, the City and Master Developer shall meet to review the projections of the FIA, compared to the City's then-current adopted operating budget.

If the results of the FIA show a net annual deficit, the Master Developer shall prepare a supplemental analysis, subject to City review and approval, proposing how any projected City fiscal shortfall should be addressed ("Master Developer Funding"). Once the amount of deficit is identified, payment shall be made pursuant to one of the following options for addressing the shortfall: (i) a nonrecurring undeveloped land tax, due and payable on the next County of Riverside tax roll; or (ii) interim funding by Master Developer of necessary service

and maintenance costs (staff and equipment) between the time of individual Project entitlements and off-setting tax revenues. If interim funding is provided, then the Fiscal Review shall include the development of a payment schedule, as mutually agreed to by the City and Master Developer.

If the results of the FIA show a net annual deficit, the FIA shall be prepared, and a Fiscal Review performed, each subsequent year until the earlier of (i) the results of the FIA show a net annual surplus, or (ii) build-out of the Project. If the results of the FIA show a net annual surplus, no future FIAs need be prepared, except as otherwise specifically provided herein.

13.13 Covenants, Conditions and Restrictions. Landowner shall have the ability to reserve and record such covenants, conditions and restrictions ("CC&Rs") against the Property as Landowner deems necessary and appropriate, subject to review and approval by the City Attorney, which approval will not be unreasonably withheld, to adequately address the Project's conditions of approval, Exhibit F attached hereto and incorporated herein by reference. CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Landowner shall provide a copy of the CC&Rs to the City for review by the City Attorney. Within sixty (60) days after receiving a copy of the proposed CC&Rs from Landowner, the City Attorney shall provide Landowner with either (i) a statement that the CC&Rs substantially comply with this Agreement, or (ii) written comments identifying each aspect of the CC&Rs believes may conflict with this Agreement.

14. City Obligations.

14.1 Diligent Processing of Subsequent Approvals. City staff shall diligently process, in good faith, the Subsequent Approvals. Nothing in this Section or Agreement shall be construed to limit or otherwise preclude any rights allocated to Landowner under the Government Code, and the Permit Streamlining Act specifically.

14.2 Fee Satisfaction, Credits and Reimbursements. Subject to the terms and provisions of this Agreement, the City agrees that certain Development Impact Fees may be deemed satisfied for the Project, as more fully described in this Section and Exhibit C. Further, subject to the terms and provisions of this Agreement, the City agrees that the Project may be entitled to certain Development Impact Fee Credits, and Third Party Reimbursements as more fully described in this Section.

Landowner may, pursuant to this Agreement, finance the construction of certain improvements, including, without limitation, roadways, sewer, water, reclaimed water, solid waste, park, multi-purpose trails, drainage and/or electrical facilities which are the obligation of and thus would otherwise be paid for fully, or in part, by the City or other parties and which serve and benefit the Landowner (e.g., in the case where Landowner constructs facilities that are otherwise wholly or in part the obligation of another party) and/or properties or which would be financed by existing or future City fees, TUMF Fees or other similar fees.

City and Landowner agree that, in consideration for Landowner financing and construction of such improvements that qualify for credit or third party reimbursement, Landowner, upon entering into an improvement agreement with the City and posting security for improvements, shall be entitled to fee credits and/or third party reimbursements, in accordance with the procedures set forth in Exhibits D and E, attached hereto and incorporated herein by reference, which fee credits and third-party reimbursements are owned personally by Landowner and do not run with the Property to successors and assigns, unless Landowner provides written notice to City that said credits and/or reimbursements have been assigned by Landowner to a third party.

Such personal ownership of credits and/or reimbursements by Landowner apply to all credits and/or reimbursements set forth in this Section 14.2, Exhibit C and all subsections hereto, and all other credits and reimbursements provided under this Agreement. Landowner shall track all improvements eligible for credits or reimbursements and shall work with the City to establish a program to track and award such credits and reimbursements as provided in this Section 14.2, Exhibit C and this Agreement.

1. Fee Satisfaction. As specified in Section 14.2 and Exhibit C of this Agreement, the City hereby allows for the application of credits, up to the eligible amount spent on the facilities, for the following categories of Development Impact Fees:

    (i) Park and Recreation Facilities – For the park and recreation facilities component of the Development Impact Fees, the Project is conditioned to construct public parks in accordance with the requirements of the City Approvals, including the design guidelines set forth in Section 3 of the La Entrada Specific Plan

(ii) Fire Facilities – For the fire facilities component of the Development Impact Fees, the Project is hereby specifically conditioned to comply with the provisions of Sections 13.9 and 13.10 of this Agreement.

(iii) Government Facilities – For the government facilities component of the Development Impact Fees, the Project is hereby specifically conditioned to comply with the provisions of Section 22.7 of this Agreement. For any Development Impact Fee payments that are deemed satisfied pursuant to this Agreement, the Project will be exempt from any future fees or general obligation bond measures related to the same facilities.

2. Fee Credits. For the planning, design, right-of-way acquisition and construction of infrastructure that qualify for credit pursuant to Chapter 4.45.110 of the City's Municipal Code, the City shall grant to Landowner a credit for such costs applied against Landowner's respective fee obligations for the Project in accordance with the Municipal Code. Fee credits shall be granted in accordance with the procedures set forth in Section 4.45.110(B) of the City's Municipal Code, or any successor provision thereof.

3. Reimbursement by Third Parties. When the Landowner plans, designs, engineers or constructs any public road, sewer, water, recycled water, drainage, electrical improvements, including without limitation cable, internet, phone, and other utility installations, and any other public improvements which contain supplemental size, capacity, number or length ("Oversized Improvement"), that benefits property owned by third persons outside of the Project, Landowner shall, to the fullest extent permitted by law, be entitled to receive a reimbursement from the benefitted property owner(s) for the pro rata cost, as adjusted for inflation of the Oversized Improvement, including all planning, design and engineering costs.

For engineering, planning, design and construction costs provided by Owner for the Oversized Improvements, the City shall cooperate, to the fullest extent permissible by law, with Owner and work to facilitate third party reimbursement agreements for eligible expenditures that exceed Owner's fair share responsibility for costs, including planning, design and engineering costs, and construction of the Canal Crossing and the

Interchange from other benefitted landowners, including, without limitation, landowners north of the Canal Crossing and the Interchange.

All reimbursement payments due and owing under this Section 14.2.3 shall be payable to Owner from funds collected by the City through the imposition of a condition of on the development of the undeveloped benefitting properties for the purpose of reimbursement from those benefitted property owners. Reimbursement may also be provided directly from the owner abutting such improvements or from a Financing District if such Financing District is formed or includes such properties and includes such monies for the construction of said improvements.

Where Landowner constructs improvements that are otherwise the obligation of another party, Landowner shall be entitled, to the extent permitted by law, to receive pro rata fair share reimbursement from said third party. Landowner shall provide the City with sufficient documentation of reimbursement costs owed by the third party.

City shall use reasonable efforts, to the extent the City has the authority to do so, to impose the foregoing obligation to pay said reimbursement, as a condition of development of such benefitted property owned by third parties, at the time such property owner requests a discretionary approval or other such entitlement from the City for development of the benefitted property whereon such condition can be imposed.

The sole source of funds remitted to Landowner for construction of Oversized Improvements shall be from benefitted properties owned by third parties, and the City shall not be obligated to pay any amount pursuant to this Section other than the funds it collects from benefitted property owners. The source of reimbursement funds due and payable pursuant to this Section shall be proceeds from the formation of a Financing District and issuance of bonds for such Financing District serving development by such third parties or, recordation of a final Tentative Map serving the development by such third party, whichever occurs first. Any such reimbursements shall be transmitted to Landowner within ninety (90) days from the date of collection of such funds, less any reasonable administrative charge to offset the City’s costs to administer such reimbursement process.

In accordance with Section 4.45.120(C) of the City's Municipal Code, any reimbursement obligations and reimbursement agreements provided by this Agreement shall automatically run for the Term of this Agreement, including any Option Term(s) granted. Thereafter, the reimbursement process shall cease, and the unpaid balance shall become the property of the City to do with as it chooses.

City makes no guarantees, express or implied, that the benefiting properties will seek approval of any discretionary land approval or other such entitlement from the City within the Term, or any Option Term(s), and in the event that Landowner does not recoup his or her full reimbursable portion within this time period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its reasonable efforts to collect reimbursement from the benefiting properties, City shall not be liable to Landowner for any deficiency in the event City fails to collect reimbursement from one or more benefiting properties, regardless of fault or reason for City's failure to collect said reimbursement. Landowner shall also hold harmless and fully indemnify City in seeking reimbursement from benefitting third parties as provided in Section 30 of this Agreement.

14.3 Not a Limitation. Nothing in the foregoing Section 14.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from the City otherwise provided under then existing City policies, rules, regulations or ordinances.

14.4 Section 14.4 TUMF Credits. City Staff will collaborate with the Owner in good faith to secure the maximum credits and reimbursements for any constructed facilities that are TUMF eligible. City Staff will also collaborate with the Owner to establish Project priorities and add additional Project facilities to the TUMF eligible list.

14.5 Avenue 50 Canal Crossing and the Interchange. City will work with and assist Owner (with the cooperation of City furnished on a good faith basis) to secure outside funding for the Canal Crossing and the Interchange pursuant to the terms and procedures outlined in this Agreement, provided however, that Owner acknowledges and agrees that City shall in no way be responsible for any direct funding of the Canal Crossing or the Interchange projects.

14.6 Future Development Fee Nexus Studies. The City shall consult with and advise Owner of any future nexus studies for City Development Impact Fees.

14.7 Additional Staffing. If standard City staffing fails to result in processing of ministerial permits and/or approvals or discretionary actions and/or approvals as promptly as required by Landowner, the City may, in accordance with applicable collective bargaining agreements, at the request and sole expense of the Landowner, hire plan check, inspection and other personnel, or hire additional consultants for such actions, or allocate use of exclusively dedicated staff time, such that the time limits of Landowner can be achieved. City may consult in good faith with Landowner as to any additional consultants to be hired pursuant to this section provided that the City shall retain the sole discretion as to selection and direction of any such consultants.

15. Mutual Obligations of the Parties. City hereby provides Landowner with the long term assurances, vested rights and other City obligations described in this Agreement, including in particular those obligations described in Section 14, in consideration for the Landowner obligations contained in this Agreement, including in particular those Landowner obligations described in Section 13. Landowner has agreed to provide the City with those Landowner obligations contained in this Agreement, including in particular those Landowner obligations described in Section 13, in consideration for the City obligations described in this Agreement, including in particular those obligations described in Section 14.

16. [RESERVED]

17. Eminent Domain. The City, in its sole and absolute discretion, may cooperate with Landowner in implementing all of the conditions of the City Approvals, including, but not limited to, the exercise of its eminent domain powers in connection therewith provided that the City, in its independent exercise of judgment following all applicable procedures, has made the requisite findings properly supported by evidence, that the use of such power is appropriate.

18. Easements, Improvements, Abandonments. City shall collaborate with Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof, or the creation of any new easements within the Property necessary or appropriate in connection with the development of the Project. Landowner shall be responsible for any costs and expenses incurred by the City pursuant to this Section.

19. Design of On-Site and Off-Site Improvements. Subject to the provisions of Section 18 above, development of the Property shall be subject to future City review as provided by the City Approvals. The City Approvals, and all improvement plans prepared in accordance with the City Approvals, shall govern the design and scope of all on-site and off-site improvements to be constructed on or benefitting the Property, including all street widths and dedications.

20. Subdivision of Property – Future Tentative Maps. Landowner shall have the right, from time to time or at any time, to apply for one or more individual maps, subdividing the Property into smaller developable parcels, as may be necessary in order to develop, lease or finance any portion of the Property in connection with development of the Project consistent with the City Approvals. Final maps may be phased as described by City Ordinance and State law. As the Property is developed, subsequent individual maps further subdividing the Property or individual buildings may be submitted to the City for approval.

21. Public Benefits.

21.1 Intent. This Agreement is entered into by the City in consideration of, and in exchange for, Landowner's agreement to contribute to the Public Benefits as detailed below.

21.2 Public Benefits. The Public Benefits consist of Landowner's contributions, as described in the Recitals hereto toward land, improvements, and funding to further the development of the Public Facilities and fees as described in Sections 13 and 21 (collectively, "Owners Facilities Obligations").

21.3 Community Wide Benefit. While a portion of the Public Benefits will be provided specifically to mitigate the impacts of the Project, certain of the Public Benefits will serve the City.

22. Financing Public Facilities. Owner's Facilities Obligations may be financed through the use of one or more Financing Districts, subject to this Section 22.

22.1 Formation of Financing Districts. The Owner may request the formation of one or more Financing Districts, each of which may include multiple improvement areas, to finance Owner's Facilities Obligations. To make that request, the Owner shall submit to the City a petition to form the Financing District pursuant to California Government Code Section 53318(c). Upon that submittal, the City shall use its best efforts to (a) adopt land secured debt goals and policies, and thereafter (b) conduct

proceedings to consider formation of the Financing District. Proceedings for the formation of a Financing District and of improvement areas therein shall commence concurrently with, or prior to, the submittal of the first Builder's Tentative Map. For development purposes, the formation of multiple Financing Districts and/or improvement areas shall be phased in a manner consistent with the phasing that is submitted with the first Builder's Tentative Map application. The City and the Owner shall cooperate so that, to the extent possible, the associated public process and the resolution of intention to form any Financing District, and any improvement areas thereof, in each case, shall be adopted by the City Council before the issuance of the first residential building permit for construction of vertical improvements on the Property within such Financing District, or related improvement area, or as soon thereafter as the City may reasonably schedule and notice such hearing, taking into account its City Council meeting schedule. This provision shall not, however, delay the issuance of any building permit requested by the Owner within such Financing District, or related improvement area. The City and the Owner shall continue to cooperate so that the resolution of formation and landowner election of the Financing District, or improvement area thereof, as applicable, is adopted prior to the issuance of a certificate of occupancy for any residence within the Financing District, or improvement area thereof, as applicable. The City and the Owner shall use reasonable efforts not to delay the issuance of such certificates of occupancy.

Notwithstanding any other provision of this Agreement, the City shall not form a Financing District encumbering some or all of the Property without the prior written consent of Owner. Upon the formation of a Financing District, the City shall use its best efforts to issue bonds upon the request of Owner and in cooperation with Owner. The City shall cooperate with Owner to determine the timing and size of the proposed bond issuances in accordance with the CFD Financing Parameters outlined in Exhibit H. To the extent that a Financing District is established, the details of Owner's participation in that Financing District and the manner of construction and acquisition of the public facilities shall be addressed and reasonably agreed to in a separate agreement between the City and the Owner.

22.2 Formation Costs. Owner shall advance funds, in the form of a deposit, to the City to pay all costs for the formation of the Financing District and the issuance and sale of bonds by the Financing District, including, but not limited to: (i) the bonds by the Financing District and issuance of bonds, including an engineer, special tax consultant, financial advisor, bond counsel and any other consultant deemed reasonably necessary or advisable by the City; (ii) the costs of appraisals, market absorption and feasibility studies and other reports deemed reasonably necessary by

the City in connection with the issuance of bonds; (iii) the costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, election or other action or proceeding undertaken in connection with the formation of the Financing District and issuance of the bonds; and (iv) any and all other actual and reasonable costs and expenses incurred by the City in connection with the formation of the Financing District and issuance of the bonds. Upon the sale of the bonds, funds advanced for such formation and issuance costs by Owner shall be reimbursed to Owner from the bond proceeds concurrently with the issuance of the bonds.

22.3 Security. If any of Owner's Facilities Obligations which are contemplated to be funded by the Financing District become due before bond proceeds are available to satisfy those obligations, then the Owner shall either (1) pay the corresponding required fees concurrent with the building permit application applied for and based upon the number of building permits applied for in such application, or (2) provide cash or a bond, reasonably acceptable to the City, to satisfy such corresponding required fees until bond proceeds become available (at which time such cash or bond will be released to the Owner). The City shall immediately have the right to draw on such cash or bond, at any time that such cash is required to pay for the improvement for which it is collected, and after it is provided for its purposes hereunder. If the Owner provides cash pursuant to the foregoing provisions, then the City and Owner will enter into a deposit agreement for such required fees as may be directed by bond counsel to the City. The Owner may elect to fund some or all of the Owner's Facilities Obligations before bond proceeds are available for payment and/or reimbursement. If the Owner so elects or if the City draws on cash or a bond as provided above, then the Owner shall be reimbursed from bond proceeds as soon as reasonably practicable after the issuance thereof.

22.4 Issuance of Bonds. Upon the formation of a Financing District, the City shall use its best efforts to issue bonds upon the written request to do so by the Owner. The City shall levy special taxes or assessments on any portions of the Property according to the rates and methods of apportionment. Bond amounts and timing shall be determined by the City, in cooperation with the Owner, and City shall take into consideration the Owner's plan and phasing of development. If the City is ready, willing, and able to issue bonds, but the Owner requests that their issuance be delayed temporarily or indefinitely, the City shall comply with that request and the Owner's Facilities Obligations shall remain in effect. The Owner shall post cash or other security pursuant to Section 22.3 herein if the Owner's Facilities Obligations are then due. If the Owner subsequently requests (in one or more

requests at the Owner's discretion) the issuance of bonds up to the full extent of the bonding capacity of a Financing District, the City shall use its best efforts to comply with that request. The bonds may be sold in one or more series, and with respect to one or more improvement areas, as determined by the City in cooperation with the Owner.

22.5 City to Form Financing District or Issue Bonds as Requested.

City shall use reasonable faith efforts to accomplish the following: (i) Within ninety (90) days after the Owner's submittal to the City Council of its petition to form the Financing District pursuant to California Government Code Section 53318(c) (the "Submittal Date"), the City shall consider a Resolution of Intention ("ROI") to establish a Financing District pursuant to California Government Code Section 53320, and (ii) a hearing to establish the Financing District is held within sixty (60) days of the date of the ROI, and (iii) the Owner's request as to the scope and bonding capacity (i.e., financed costs and bond sale amount) of each requested Financing District and each improvement area therein as stated in the petition are approved, and (iv) the Owner's request for the City to issue bonds for the Financing District is approved prior to issuance of the last building permit within such Financing District or improvement area, and (v.) bonds are issued in accordance with the CFD Financing Parameters outlined in Exhibit H for any reason, without exception, other than:

(a) The Owner's filing a majority protest against formation of the Financing District; or

(b) Reasonable negotiation of the CFD Agreements in good faith pursuant to Section 22.6 hereof; or

(c) Any delay at the request of the Owner.

22.6 Rate and Method of Apportionment. The City and the Owners recognize that the rate and method of apportionment of the special taxes and other parameters of each separate improvement area within such Financing District cannot be completed in advance of the formation of the Financing District. In recognition of the necessity of forming a Financing District with separate improvement areas and selling bonds to the Project's financial viability, the Owner and the City shall, in good faith, negotiate the rate and method of apportionment of special taxes and other

parameters of each separate improvement area within the Financing District prior to the issuance of the first building permit for such improvement area.

Additionally, at the sole and absolute request of Owner, Owner and the City shall, in good faith, negotiate the timing of issuance and amount of any bonds to be issued by any of the separate improvement areas within the Financing District. While the City and the Owner recognize that the actual sale and delivery of the bonds of each separate improvement area within the Financing District are subject to market constraints and limitations that are outside the control of the City, the provisions of Section 22.5 above shall none the less apply.

22.7 Improvement Funding. By approving this Agreement, the City Council has determined that certain improvements are eligible under the Mello-Roos Act and may be funded through a Financing District formed pursuant to this Agreement. Funding for eligible facilities shall be determined in consultation with the City at the time of formation of the La Entrada Financing District and shall be documented in the related CFD Agreements. Nothing in this Agreement shall be construed to prevent Owner from financing facilities and services, as permitted by the Mello-Roos Act.

The City and Owner hereby agree that, in conjunction with issuance of bonds for the La Entrada Facility CFD, payment shall be made from the La Entrada Facility CFD proceeds to the City in the amount of Thirteen Million Five Hundred Dollars ($13,500,000) in full satisfaction of the Project's General Government Facilities component of the Development Impact Fee. Payment required pursuant to this Section shall occur as follows and such amounts stated below shall increase by the annual Consumer Price Index for the Riverside-San Bernardino-Ontario, CA metropolitan area from the Effective Date:

1. Upon receipt of bond proceeds from the first series of La Entrada Facility CFD bonds, Owner shall remit to the City the lesser of (i) fifty percent (50%) of such bond proceeds, or (ii) Six Million Seven Hundred and Fifty Thousand Dollars ($6,750,000) out of the proceeds of the bond sale, which amount constitutes one-half of the total obligation required hereunder.

2. Upon receipt of bond proceeds from each subsequent series of La Entrada Facility CFD bond issuances, Owner shall remit to the City fifty percent (50%) of such bond proceeds until a total cumulative amount of Thirteen

Million Five Hundred Dollars ($13,500,000) has been paid from the La Entrada Facility CFD bonds.

3. In accordance with the terms and requirements of this Section, City specifically acknowledges that Owner's performance under this Section specifically excludes Owner from any present or future requirements to pay the Project's General Government Facilities component of the Development Impact Fee through any sources other than La Entrada Facility CFD bond proceeds.

22.8 Reimbursement Agreement. Pursuant to California Government Code Section 53314.9, the City may accept, in its sole discretion, advances of funds or work-in kind from any source, including, but not limited to, private persons or private entities, and may provide, by resolution, for the use of those funds or that work-in-kind for any authorized purpose, including, but not limited to, payment of costs incurred by the City in creating a Financing District. The City Council may enter into an agreement, by resolution, with the person or entity advancing the funds or work-in-kind to reimburse that person or entity for all or a portion of the funds advanced, provided that certain requirements are satisfied. The City and the Owner desire that this provision serve as an agreement that the Owner shall be reimbursed for all reasonable funds and work-in-kind advance by the Owner pursuant to this Agreement and Government Code Section 53314.9, subject to the review and approval of such reimbursements by the City, which approval shall not be unreasonably withheld. The City and the Owner shall take all steps within their power to meet the requirements of California Government Code Section 53314.9. In addition, the City and the Owner shall enter into any additional agreements on a timely basis needed to allow such reimbursements to occur.

23. Transfers and Assignments.

23.1 Procedure. Subject to the terms of this Section 23, Landowner shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to third persons provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

1. No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or part of the Property, provided however, Landowner may assign its rights and interest hereunder to an affiliate owned by the Landowner without the need for a sale, transfer or assignment of all or part of the Property in accordance with the following sections ; and

2. At least fifteen (15) business days prior to any such sale, transfer or assignment, Landowner shall notify the City, in writing, of such sale, transfer or assignment and shall provide the City with an executed assignment and assumption agreement (the "Assignment Agreement") in a form substantially similar to the form attached hereto as Exhibit I.

3. Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Landowner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the Assignment Agreement required above, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of the Agreement shall not inure to such purchaser, transferee or assignee until and unless such Assignment Agreement is executed.

4. As a condition of the City's approval of any sale, transfer, or assignment, Owner and City shall enter into a reimbursement agreement that provides for the reimbursement of reasonable staff costs and attorney fees incurred in the review of any applicable documents associated with the proposed sale, transfer, or assignment.

5. Any Default or other violation of the terms and provisions of this Section or this Agreement by any transferee shall not constitute a Default by Owner or any other transferee. If a Default occurs by any subsequent transferee, the City's recourse with respect to that Default shall necessarily be limited to the transferee who is in Default and shall not impact the Owner or any other transferee not in Default.

23.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a written release from the City, which release shall

not be unreasonably withheld, and which release shall be provided by City upon satisfaction by such transferring Owner of the following conditions:

1. Owner no longer has a legal or equitable interest in all or any part of the Property;

2. Owner is not then in default under the Agreement;

3. Owner has provided City with notice and an executed Assignment Agreement, as required by this Section; and

4. The purchaser, transferee or assignee provides the City with security, as and when required, equivalent to any security previously provided by Owner, to secure any performance obligations as may be required hereunder.

23.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Agreement.

23.4 Agreement Runs with the Land. This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to City Law, including, but not limited to, California Civil Code Section 1468. Each covenant to do or refrain from doing some act on the Property hereunder: (a) is for the benefit of the Property and is a burden upon the Property; (b) runs with the Property; and (c) is binding upon Landowner and each successive owner during its ownership of the Property or any portion thereof, and each person or entity having any interest in the Property. Every person who now or hereafter owns or acquired any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained

herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

24. Amendment, Termination or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part from time to time by mutual consent of the City, Landowner, and/or any successor owner of any portion of the Property in accordance with the provisions of the Development Agreement Statute. In accordance with Section 5 of the Specific Plan, the approval by the Planning Director of any minor modifications to the City Approvals that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement as set forth in Section 24 hereof.

24.1 Requirement for a Writing. No amendment, termination or cancellation of this Agreement or any provision hereof shall be effective for any purpose unless adopted pursuant to the procedures included in this Agreement and Government Code Section 65858 and specifically set forth in a writing, which refers expressly to this Agreement and is signed by duly authorized representatives of the Parties.

24.2 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 8.6, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days after the City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination.

24.3 Amendments to Development Agreement Legislation. This Agreement has been entered into in reliance upon the provisions of the California Government Code Section 65864 et seq., relating to development agreements, as those provisions existed at the date of execution of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature or is mandated by a court of competent jurisdiction. If such amendment or change is permissive, as opposed to mandatory, this Agreement shall not be affected, unless the Parties mutually agree in writing, after following the procedures in Section 24 to amend this Agreement, to permit such applicability.

24.4 Amendment of City Approvals. To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified only by submittal of an application from the Landowner and following the procedures for such amendment or modification contained in this Agreement. Upon any approval of such an amendment or modification, the amendment or modification shall automatically be deemed to be incorporated into the City Law without any further procedure to amend this Agreement.

24.5 Effect of Termination on Landowner's Rights and Obligations.

1. Notwithstanding any other provision to the contrary, termination or cancellation of this Agreement or termination of the rights of Landowner as to any part of the Property, shall not affect the status of the City Approvals, any requirement to comply with the City Approvals, the terms and conditions of any other Subsequent Approval, nor any payments then due and owing to the City, nor shall it effect the covenants of Landowner specified in Section 13.13 above, to continue after the termination or cancellation of this Agreement. Notwithstanding the foregoing, Landowner understands that the City Approvals may be modified in light of the circumstances resulting from the termination or cancellation of this Agreement or Landowner's rights under this Agreement. Landowner shall have no right to challenge any such modification by reason of this Agreement other than the rights, if any, Landowner would have in the absence of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City or Landowner arising prior to termination or cancellation.

25. Default, Remedies and Termination.

25.1 Default. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provision of this Agreement may constitute a default ("Default"). In the event of an alleged Default or breach of any term or condition of this Agreement, the Party alleging such Default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged Default and the manner in which said

Default may be satisfactorily cured. During such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if the alleged Default is not rectified, the non-defaulting Party to this Agreement shall give written notice to the defaulting Party of the existence of the Default and request that the Default be cured in accordance with the following time periods:

1. The defaulting Party shall have sixty (60) days from the date of the written notice of Default to cure the Default or, if the Default cannot be cured within the sixty (60) day period, submit a plan for curing the default to the non-defaulting Party.

2. In the event a plan for cure is submitted, representatives of the non defaulting Party, or City Manager and City Attorney shall review the plan for cure and either approve or deny the plan, which approval or denial shall be at the sole and absolute discretion of the representatives of the non-defaulting party, or City Manager and City Attorney. If the plan for cure is approved, the defaulting Party shall then proceed to timely implement such plan for curing the Default.

3. Nothing in this Section shall preclude the Parties from extending any time periods for curing any Defaults so long as any extension is documented in writing and signed by all Parties.

In the event a Default is not cured in accordance with the procedures set forth in this Section, or the non-defaulting Party, or the City Manager and City Attorney deny the plan for cure, the non-defaulting Party, at its sole option, may give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and all other applicable local and state laws. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in California Government Code Sections 65865, 65867, and 65868 and all other applicable local and state laws and regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party.

Evidence of Default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Section 26 and California Government Code Section 65865.1. If the City determines that the Landowner is in Default following the completion of the normally scheduled periodic review, the City may give written notice of Default under this Agreement as set forth in this Section, specifying in said notice the alleged nature of the Default and the potential actions or steps that may be taken to cure said Default. Upon receipt of such notice, the procedures outlined in this Section shall be implemented in order to cure such Default.

25.2 Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any Default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Landowner's litigation remedies shall be limited to declaratory and injunctive relief, mandate, and specific performance. All legal actions shall be initiated in the Superior Court of the County of Riverside, State of California, or in the Federal District Court for the Central District of California. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either Party for Default under or breach of this Agreement, or to enforce any provisions herein, the prevailing Party in such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

25.3 Cooperation in the Event of a Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending said action. All costs and expenses, including legal fees and costs, incurred under this Section shall be paid by Landowner. Further, Landowner will have the right to select counsel of its choosing, in consultation with City, to defend both Landowner and the City in any action or challenge.

25.4 Landowner Obligations Concerning City's Defense. The Landowner shall bear its own costs of defense as a real party in interest in any third party challenge and the Landowner shall reimburse the City for all costs, including court costs and reasonable out of pocket attorneys' fees incurred by City in defense of such action

or proceeding. In its sole discretion, the City may tender its defense of such third party challenge to Landowner or the City can elect to defend against the third party challenge itself. Upon a tender of defense to Landowner by City, Landowner shall defend City through Counsel chosen by Landowner, subject to approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, and Landowner shall bear all reasonable out of pocket attorneys' fees and costs from the date of tender. Under no circumstances shall Landowner be required to pay or perform any settlement arising out of a third party challenge unless the settlement is expressly approved by Landowner.

25.5 Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a third party challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court in a manner consistent with the expressed and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

25.6 Failure to Assert; No Waiver. Any failures or delays by a Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Party in asserting any of its rights and remedies, irrespective of such length of the delay, shall not deprive the Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

25.7 Effect of Termination. If this Agreement is terminated following any event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Project which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City.

Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is

completed in accordance with said building permit in effect at the time of such termination.

26. Annual Review. At Landowners reasonable expense and as outlined in a reimbursement agreement, City shall, at least every twelve (12) months from the Effective Date and any anniversary thereof, as such period may be extended or amended, during the Term of this Agreement, review the extent of good faith compliance by Landowner or successor in interest thereto with the terms of this Agreement. Such periodic review shall be limited in scope to the Fiscal Review, if required pursuant to Section 13.12 and compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1 and the monitoring of mitigation in accordance with California Public Resources Code Section 21081.6. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in the modification or termination of this Agreement. Absent new information or changed circumstances, a finding by City of good faith compliance by Landowner with the terms of this Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review.

Upon not less than thirty (30) days written notice by the City, Landowner shall submit an annual monitoring report in a form acceptable to the City Manager, or his or her designee, in order for the City to ascertain compliance with this Agreement. The annual monitoring report shall be accompanied by an annual review and administration fee sufficient to defray the costs of review and administration of the Agreement during the succeeding year.

If City intends to proceed with modification or termination of this Agreement due to noncompliance by Landowner or successor in interest, the City shall give written notice to Landowner of its intention to modify or terminate the Agreement. The notice shall be given at least thirty (30) calendar days prior to the scheduled hearing. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. Landowner shall be required to demonstrate good faith compliance with the terms of the Agreement and the burden of proof on this issue shall be on Landowner.

If City takes no action within sixty (60) days following the date of the hearing on the Agreement, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

26.1 Certificate of Agreement Compliance. If, at the conclusion of an annual review pursuant to this Section, Landowner is found to be in compliance with this Agreement, City shall, upon request of Landowner, issue a Certificate of Agreement Compliance ("Compliance Certificate") within thirty (30) days of such request, to Landowner stating that after the most recent annual review and based upon the information known or made known to the City that (1) this Agreement remains in effect, and (2) Landowner is not in default. The Compliance Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state the anticipated date of commencement of the next annual review. Landowner may record the Compliance Certificate with the County Recorder.

27. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party certify in writing that, to the knowledge of the certifying Party: (a) this Agreement is in full force and effect and is a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identify the amendments or modifications; and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, describe the nature of any Defaults. The Party receiving a request under this Section 27 shall execute and return the certificate within forty-five (45) days following receipt of the request. The City Manager shall be authorized to execute any certificates requested by Landowner.

28. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage (the "Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement including but not limited to City's remedies to terminate the rights of Landowner and its successors and assigns, under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement, shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (the "Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

28.1 Mortgagee not Obligated. Notwithstanding the provisions of Section 28 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the

Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under City Law.

28.2 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Landowner or any approved assignee requesting a copy of any Notice of Default given to Landowner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee, at Mortgagee's cost, concurrently with service to Landowner, any notice given to Landowner with respect to any claim by the City that Landowner is in Default under this Agreement, and if City issues a Declaration of Default or Certificate of Non-Compliance, City shall, if so requested by the Mortgagee, likewise serve at Mortgagee's cost notice of noncompliance on the Mortgagee concurrently with service on Landowner. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the event of Default claimed, or the areas of noncompliance set forth in the City's notice.

28.3 No Supersedure. Nothing in this Section 28.3, or any subsections hereof, shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligation under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Section 28.3, or any subsections hereof, constitute an obligation of City to the Mortgagee, except as to the notice requirements contained in Section 28.2.

28.4 Foreclosure. Any Mortgagee who comes into possession of the Property, or any part thereof, by any means whether pursuant to foreclosure of the mortgage or deed of trust or deed in lieu of such foreclosure or otherwise, shall take the Property or any part thereof subject to the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 13 of this Agreement.

29. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Project is a private development, that City has no interest in or responsibility for, or duty to third persons concerning any of the improvements set forth in the City Approvals. Landowner shall have full power, over and exclusive control of the Property subject only to the limitations and obligations of Landowner under this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

30. Prevailing Wage. Landowner acknowledges that the City has made no representation to Landowner or any person associated with Landowner regarding whether or not laborers employed relative to the construction and installation of improvements on the Property must be paid a prevailing wage rate pursuant to California Labor Code Sections 1720, et seq. Landowner shall assume the responsibility and be solely responsible for determining whether or not such laborers must be paid a prevailing wage rate. Landowner shall indemnify, defend with counsel acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property. Landowner, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781.

31. Indemnity and Hold Harmless Agreement. Landowner (herein "Indemnitor") and its successors-in-interest and assigns, hereby agree to and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any and all liability for damages or claim for damages for personal injury or bodily injury including death, as well as from claims for property damage which may arise from any acts, omissions, or operations of Indemnitor, or of Indemnitor's contractors, subcontractors, agents or employees under this Agreement, whether such operations be by Indemnitor or by any of Indemnitor's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Indemnitor or Indemnitor's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Indemnitor shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by the City. In addition to the foregoing indemnity obligation, Indemnitor agrees to and shall defend, indemnify and hold the City, its elected and appointed boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, including a prevailing wage claim, the Project, Development Approvals or Subsequent

Approvals exclusive of any such actions brought by Indemnitor, its successors in interest or assigns.

32. Notice. Notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if: (a) personally delivered; (b) dispatched by overnight delivery by a reputable carrier such as Federal Express or UPS to the offices of the City and Landowner, and City's and Landowner's representatives, indicated below, provided that receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City:	City Manager City of Coachella 23995 Enterprise Way Coachella, CA 92236
With a copy to:	City Attorney City of Coachella 1515 Sixth Street Coachella, CA 92236
Landowner:	KPC Development Company 9 KPC Parkway Corona, CA 92879 Attn: General Counsel; Jagdish Gillan

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is affected. All notices under this Agreement shall be deemed given and received on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or air bill.

33. Miscellaneous.

33.1 Enforced Delay, Extension of Times of Performance. Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, natural disasters or other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor

difficulties beyond the Party's control (including the Party's employment force), government regulations, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, court actions (such as restraining orders or injunctions), recession (as defined by the Federal Bureau of Economic Analysis, https://www.bea.gov/help/glossary/recession) or similar federal agency official reporting site) or any similar basis for excused performance or any other causes beyond the Party's control. If any such event shall occur, the Term or any Option Term of this Agreement, Project Specific Milestones and the time for performance by either Party of any of its obligations hereunder shall be extended by action of the City Council for the period of time that such events prevented such performance, provided that the Term or any Option Term of this Agreement Project Specific Milestones shall not be extended under any circumstances for more than three (3) years. A market or business downturn, or other change in the business cycle shall not qualify as an event for which an extension may be granted pursuant to this Section.

33.2 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

33.3 City Law/Venue/Attorney's Fees and Costs. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement, other than those specifically outlined in Section 25.3, shall be brought only in the Superior Court of the County of Riverside, State of California. Should any legal action or arbitration be brought by either Party because of an alleged breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reimbursement of all reasonable attorneys' fees and any such other costs as may be found by the court or arbitrator.

33.4 Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns to take all actions, perform all tasks and to execute, with affidavit, acknowledgement or notarization if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

33.5 Severability. Except as otherwise specifically provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and

enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement from such determination.

33.6 Joint and Several Obligations. If, at any time during the Term or any Option Term of this Agreement, there is more than one Master Developer for the Property, all obligations of such Master Developers under this Agreement shall be joint and several, and the Default of any such Master Developer shall be the Default of all such Master Developers. Moreover, the Default of any individual landowner, builder, planning area or tract map developer, or any other entity having obligations under this Agreement shall be joint and several with any Master Developer for purposes of compliance with this Agreement. No individual Landowner, builder, planning area or tract map developer, or any other entity shall have any joint and several liability with any Master Developer or other Party if that individual Landowner, builder, planning area or tract map developer is not in Default under this Agreement. No Landowner of a single lot that has been finally subdivided and sold to such Landowner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided herein.

33.7 Nondiscrimination. Landowner covenants by and for itself and any successors in interest that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, sexual orientation or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

33.8 Landowner Right to Rebuild. City agrees that Landowner may renovate or rebuild a development located on the Property within the Term of this Agreement should it become necessary due to man-made or natural disaster. Any such renovation or rebuilding shall comply with the City Law and this Agreement.

33.9 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

33.10 Entire Agreement. This Agreement, including its Recitals and Exhibits, is executed in one original, which constitutes the entire understanding and agreement of the

Parties with respect to the subject matter hereof. This Agreement supersedes all negotiations or previous agreements between the Parties respecting the subject matter of this Agreement. Except as otherwise specifically provided herein, any prior correspondence, memoranda, agreements, warranties, or representations of any kind are all hereby superseded in totality by this Agreement.

33.11 Interpretation. This Agreement is the product of mutual negotiations and participation by both the City and Landowner. For purposes of construing the meaning or effect of this Agreement, or any portion hereof, it shall be presumed this Agreement was drafted by both Parties and not as if it had been prepared by one Party or the other. Each Party to this Agreement specifically acknowledges that it had sufficient opportunity to review the Agreement, confer with its separate legal counsel regarding the meaning of this Agreement and any provision contained herein, and negotiate revisions to this Agreement. Each Party relies solely upon its own judgment and the advice of its counsel in interpreting the provisions of this Agreement and is not relying on any representation, interpretation, presumed assent, or implied agreement of the other Party which is not expressly contained in this Agreement. Accordingly, neither Party shall use or rely upon California Civil Code Section 1654 in order to interpret any uncertainty in the meaning of this Agreement.

33.12 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Riverside County Recorder, State of California, by the Clerk of the City Council, or his or her designee, within ten (10) days following the execution of this Agreement by all Parties, in accordance with Section 65868.5 of the Government Code. If the Parties to this Agreement, or their successors in interest, amend or cancel this Agreement, or if the City modifies or terminates this Agreement, the City Clerk shall have notice of such action recorded with the Riverside County Recorder. The failure of the City to record this Agreement shall not affect the validity of and binding understandings and obligations set forth in this Agreement.

33.13 Signature Pages; Facsimile Signatures and Execution in Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute that as one complete Agreement.

33.14 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and the City and their successors-in-interest,

heirs and assigns. No other person or entity shall have any right of action based upon any provision in this Agreement.

33.15 City Finding. The City hereby finds and declares that the execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with all applicable City Laws including, without limitation, the General Plan as that same may be, from time to time, amended.

33.16 Enforceability. The City specifically and expressly agrees that unless this Agreement is amended, terminated or cancelled pursuant to the terms and conditions contained herein or in the Enacting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or building regulation adopted by City, or by initiative which changes, alters or amends the rules, regulations and policies applicable to the Property and the Project at the time of approval of this Agreement, as provided by California Government Code Section 65866.

33.17 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

33.18 Consent. Where the consent or approval of City or Landowner is needed to implement the Project under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned, except where this Agreement expressly authorizes a Party to act in its sole discretion.

33.19 Covenant of Cooperation. City and Landowner shall cooperate and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement. Such cooperation shall include entering into Implementing Agreements to implement the obligations established in this Agreement.

33.20 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

33.21 Date of Execution. City and Landowner have executed this Agreement on the dates set forth below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF COACHELLA, a municipal corporation	KPC DEVELOPMENT COMPANY, a California limited liability company
By: _____ Steven Hernandez , Mayor	By: _____ Kali P. Chaudhuri, M.D.
_____	Its: Manager
Dated: _____	Dated: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa, City Attorney

ORDINANCE NO. 1223

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE LA ENTRADA (KALIFORNIA CITY) DEVELOPMENT AGREEMENT TO MODIFY SEVERAL PROVISIONS OF THE APPROVED DEVELOPMENT AGREEMENT FOR THE 2,200-ACRE LA ENTRADA SPECIFIC PLAN (KALIFORNIA CITY) LOCATED ON THE SOUTH SIDE OF I-10, EAST OF THE ALL-AMERICAN CANAL AND NORTH OF AVENUE 52.; THE KPC GROUP, APPLICANT. *(1st Reading)*

WHEREAS, the Coachella City Council of the City of Coachella ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 et seq., the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and,

WHEREAS, The KPC Group is the fee owner of the real property in question located within the City of Coachella, County of Riverside, State of California; and,

WHEREAS, the KPC Group filed an application for an Amended and Restated Development Agreement in order to modify several provisions of the approved Development Agreement in conjunction with the La Entrada (Kalifornia City) Specific Plan which allows for the phased development of a 2,200-acre master planned community consisting of up to 7,800 dwelling units and 1,510,879 square feet of retail and office commercial including approximately 720 units of high density residential, located on the south side of the I-10 Freeway, east of the All-American Canal, and north of Avenue 52 ("Project); and,

WHEREAS, henceforth, the KPC Group is renaming the La Entrada Specific Plan to the Kalifornia City Specific Plan; and,

WHEREAS, to obtain a greater degree of certainty as to the Applicant's ability to expeditiously and economically develop the Project and provide the City with various public benefits, applicant has duly filed an application for a Development Agreement in accordance with the State of California's Development Agreement Statute (California Government Code Sections 65864 – 65869.5).

WHEREAS, the original La Entrada Development Agreement was recommended for approval by the Coachella Planning Commission on May 21, 2014, and the City

Council approved the original La Entrada Development Agreement on June 11, 2014, that became effective on July 25, 2014; and,

WHEREAS, the Coachella Planning Commission recommended approval of the La Entrada Development Agreement (First Amendment) on December 4, 2020, at a duly noticed public hearing where the public was afforded an opportunity to testify; and,

WHEREAS, the Coachella City Council held a duly noticed public hearing on January 22, 2020, to consider the La Entrada Development Agreement (First Amendment) and the public was afforded an opportunity to testify; and,

WHEREAS, the Coachella Planning Commission recommended approval of the La Entrada (Kalifornia City) Amended and Restated Development Agreement on April 2, 2025, at a duly noticed public hearing where the public was afforded an opportunity to testify and,

WHEREAS, in compliance with the requirements of the California Environmental Quality Act ("CEQA"), the City Council approved Resolution No. 2013-53 certifying a Program Environmental Impact Report for the La Entrada Specific Plan project on November 13, 2013; and,

WHEREAS, the City Council makes the following findings:

A. The Amended and Restated Development is consistent with the objectives, policies, general land uses and programs specified in the City's general plan for the Specific Plan District designation of the subject site.

B. The Amended and Restated Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located in that there are no uses proposed that are in conflict with the approved La Entrada (Kalifornia City) Specific Plan.

C. The Amended and Restated Development Agreement is in conformity with the public necessity, public convenience, general welfare and good land use practices which includes the development of a phased master-planned community with public infrastructure, schools, neighborhood serving commercial and open space with trails and transportation linkages providing a high quality of life.

D. The Amended and Restated Development Agreement will not be detrimental to the health, safety and general welfare in that the orderly development of the project would be a beneficial use of the existing native desert hillside terrain providing economic development opportunities, affordable housing opportunities, and an enhanced tax base and employment base for the City of Coachella.

E. The Amended and Restated Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that there are no sensitive uses in or near the subject site that would otherwise be affected by the development of the project.

F. The Amended and Restated Development Agreement will have a positive fiscal impact on the city based on the approved fiscal impact study that is a part of the approved La Entrada Development Agreement.

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

SECTION 1. Incorporation of Recitals. The City Council hereby adopts the foregoing recitals as its findings in support of the following regulations and further finds that the proposed La Entrada (Kalifornia City) Amended and Restated Development Agreement –is in the public interest and in keeping with the City's General Plan goals and objectives.

SECTION 2. La Entrada (Kalifornia City) Amended and Restated Development Agreement – The City Council, in light of the whole record before it, including but not limited to the recommendation of the Planning Commission and Development Services Director as provided in the Staff Report dated April 23, 2025 and documents incorporated therein by reference and any other written and oral evidence within the record or provided at the public hearing of this matter, hereby recommends that the City Council approve the La Entrada (Kalifornia City) Amended and Restated Development Agreement attached hereto as Exhibit "A".

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this Ordinance is found to be invalid by a court of competent jurisdiction, the balance of this Ordinance shall not be affected.

SECTION 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 6. CEQA. On November 13, 2013, as part of the original approvals for the La Entrada project and La Entrada Specific Plan, the City Council of the City of Coachella approved Resolution No. 2013-53 certifying the Final Program Environmental Impact Report prepared for the La Entrada Project applications in accordance with the California Environmental Quality Act (CEQA) along with specific findings and a statement

of overriding considerations. The proposed Development Agreement Amendment does not result in any new environmental effects that were not previously analyzed as part of the original project. As such, in accordance with Section 15162 of the CEQA Guidelines, no new environmental review is required. because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED and **ADOPTED** this 23rd day of April 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1223 was duly and regularly introduced at a meeting of the City Council on the 23rd day of April 2025, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 23rd day of April 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela M. Zepeda
City Clerk

Notice of Determination

To: County Clerk
County of Riverside
2724 Gateway Drive
P. O. Box 751
Riverside, CA 92502-0751

From: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
(760) 398-3102

To: Office of Planning and Research
P.O. Box 3044
Sacramento, CA. 95812-3044

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code

Subject
The La Entrada (Kalifornia City) Amended and Restated Development Agreement

Project Title
The KPC Group

Proponent

SCH 2012071061	Kendra Reif, Principal Planner	(760) 398-3102
State Clearinghouse Number	***Lead Agency Contact Person***	***Telephone Number***

The proposed project is in Riverside County, in the City of Coachella, north of the Salton Sea, on the south side of I-10, east of the Coachella Branch of the All-American Canal and north of Avenue 52. The project site consists of 2200 acres.

Project Location
The La Entrada (Kalifornia City) Amended and Restated Development Agreement outlines the project's obligations and improvements, phasing and timing of improvements, fee credits and reimbursements, vesting and other City and Applicant responsibilities.

Project Description
This is to advise that the **City of Coachella, Lead agency,** previously certified the above referenced Program Environmental Impact Report on November 13, 2013, and made the following determinations:

1. The project will have a significant effect on the environment.
2. An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA.
3. Mitigation Measures were made a condition of the approval of the project.
4. A mitigation monitoring plan/program was adopted for the project.
5. A statement of Overriding Considerations was adopted for the project.
6. Findings were made pursuant to the provisions of CEQA.

The City of Coachella makes the following additional findings regarding the environmental determination for the La Entrada (Kalifornia City) Amended and Restated Development Agreement:

The City finds that, although the La Entrada (Kalifornia City) Amended and Restated Development Agreement could have a significant effect on the environment, **NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the Project have been fully analyzed in the La Entrada Specific Plan Environmental Impact Report ("EIR") certified by the City Council on November 13, 2013; b) the Project's potentially significant effects have been avoided or mitigated to the fullest extent feasible through the mitigation measures, Project features, and conditions imposed by the City pursuant to that EIR; (c) the Amended and Restated Development Agreement merely implements the previously analyzed and approved Project and thus will not result in any Project changes that might result in new or different environmental effects as compared to the EIR; (d) no new information of substantial importance has been presented to the City showing that the Project's impacts may be different or more severe than those set forth in the EIR; (e) no considerably different mitigation measures or alternatives have been identified that might further reduce the Project's significant environmental effects; and (f) no mitigation measures or alternatives previously found to be infeasible have become feasible.

Accordingly, the City finds that pursuant to Public Resources Code 21166 and State CEQA Guidelines 15162 that no further environmental documentation is required for the City's approval of the La Entrada (Kalifornia City) Amended and Restated Development Agreement.

This is to certify that the previously certified Final Environmental Impact Report with comments and responses and record of project approval, is available to the General Public at: City of Coachella, Development Services Department, 53990 Enterprise Way, Coachella, CA., 92236 or at www.LaEntradaCommunity.com.

Kendra Reif, Principal Planner ***Date***

Exhibit A

Legal Description

The Land referred to herein below is situated in the City of Coachella, County of Riverside, State of California, and is described as follows:

LOTS 1 THROUGH 49, B THROUGH Z AND AA THROUGH BG OF TRACT NO. 36494, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 458, PAGES 1 THROUGH 20, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN DEEDS OF RECORD.

Exhibit B

Specific Plan Land Use Summary

Table 2-1 Land Use Summary						
Land Use	Gross Acres (AC)	% Area	Density (DU/AC)	Dwelling Units (DU)	FAR	Square Footage (SF)
Residential						
Very Low Density Residential (VLDR)	66.4	3.02%	0.5-2.9	133	-	-
Low Density Residential (LDR)	448.7	20.40%	3.0-5.9	2,055	-	-
Medium Density Residential (MDR)	374.2	17.01%	6.0-12.9	3,060	-	-
High Density Residential (HDR)	91.6	4.16%	13.0-25	1,832	-	-
Subtotal Residential	*980.9*	*44.6%*	*7.1*	*7,080*	-	-
Mixed Use (MU)						
Retail Commercial	*99.0*	*4.5%*	-	-	*0.35*	*1,260,879*
Office Commercial			-	-		*250,000*
High Density Residential (HDR)	36.0	1.64%	13.0-25	720	-	-
Community/Public Facilities*	*	-	-	-	-	-
Subtotal Mixed Use	*135.0*	*6.14*	-	*720*	*0.35*	*1,510,879*
School						
Elementary School	44.8	2.04%	-	-	-	-
Middle School	25	1.14%				
Subtotal Schools	69.8	3.2%				
Parks/Recreation						
Regional Park	176.6	8.03%	-	-	-	-
Community Parks	44.4	2.03%	-	-	-	-
Neighborhood Parks/Vista Points	14.1	0.64%	-	-	-	-
Village Paseo/Linear Park	27.8	1.26%	-	-	-	-
Desert Wash Paseos/Linear Parks	81.8	3.72%	-	-	-	-
Subtotal Parks/Recreation	*344.7*	*15.67%*	-	-	-	-
Open Space						
Open Space	381.1	17.33%	-	-	-	-
Drainage/Wash	175.8	7.99%	-	-	-	-
Subtotal Open Space	*556.9*	*25.32%*	-	-	-	-
Roadways						
Right-of-Way	99.9	4.54%	-	-	-	-
Interchange Grading	12.3	0.56%	-	-	-	-
Subtotal Roadways	112.2	5.1%	-	-	-	-
Specific Plan Totals	2,199.5	100%	3.5	7,800		1,510,879

Exhibit C

La Entrada

Development Impact Fees-Satisfaction and Credits

Fee Satisfactions	
Impact Fee	**Fee Status**
Governmental Facilities	Fully Satisfied upon pro rata payment of bond proceeds pursuant to Section. 22.7
Fire Facilities	Fully Satisfied upon completion of improvements as per Section 14.2.1 (ii)
Parks and Recreation/Quimby	Fully Satisfied upon completion of improvements as per Section 14.2.1 (i)
Streets and Transportation	
Segment 8: Avenue 50 **Avenue 50 from end of existing road to 1-10.**	Actual credit will be based on right-of-way acquisition and final construction cost as reasonably determined by the City Engineer, in accordance with Section 14.2.2, Exhibit D and Chapter 4.45.110 *of* the City's Municipal Code.
Interchange	
Avenue 50 Bridge over Canal	
Segment 16: Avenue 52 **Avenue 52 from Fillmore to the Canal.**	
Segment 7: Avenue 50 **Avenue 50 (SR86 to end of existing road)**	
Water and Wastewater	
Improvements to City of Coachella Wastewater Facilities and City Wastewater Treatment Facility	Actual credit will be based on final construction cost as reasonably determined by the City Engineer, in accordance with Section 14.2.2-3 and Exhibit E.

Exhibit D

Development Fee Credit Process•

(In accordance with Section 4.45.110 of the Oty of Coachella Municipal Code)

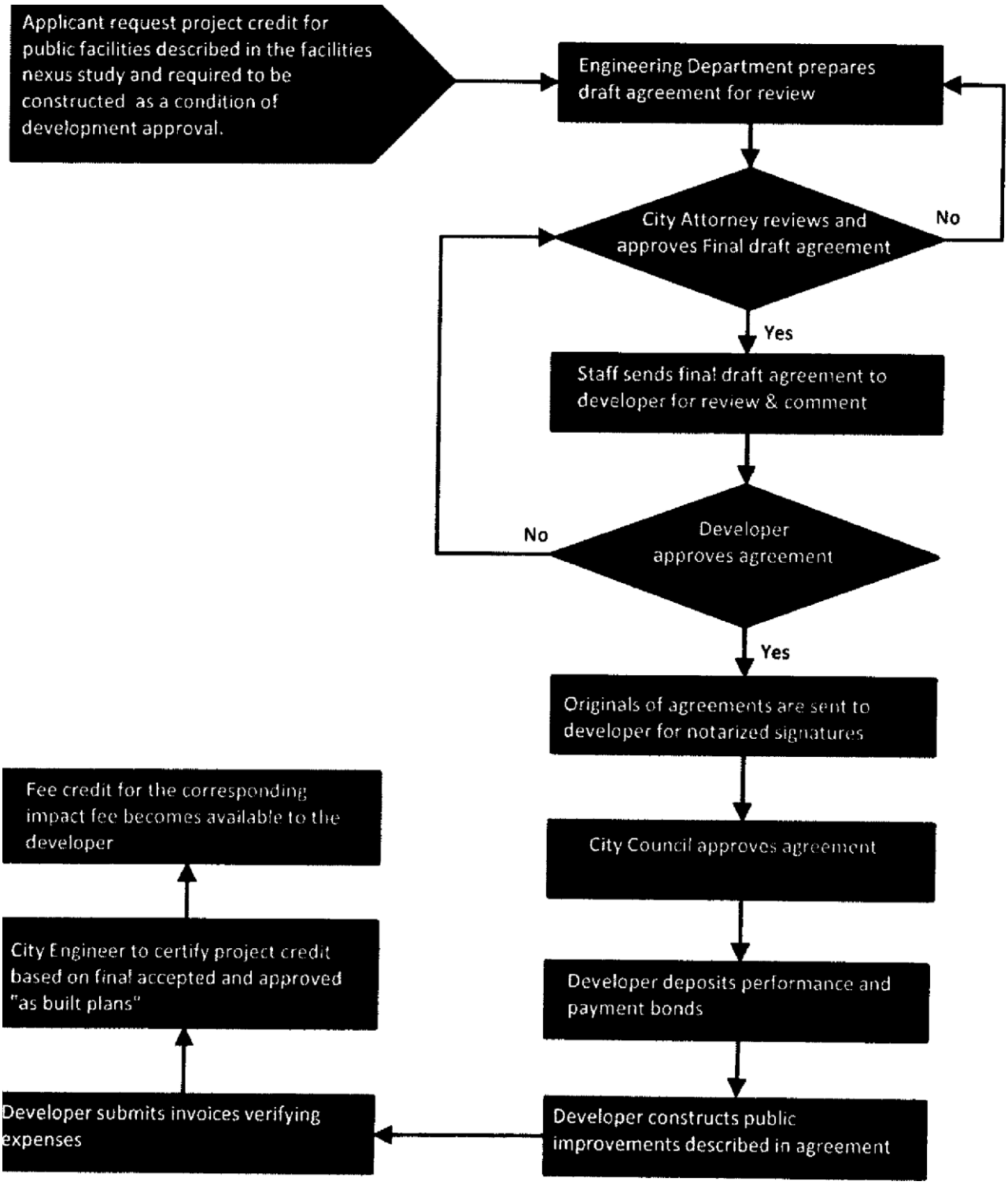


Exhibit E

Third Party Reimbursement Process*

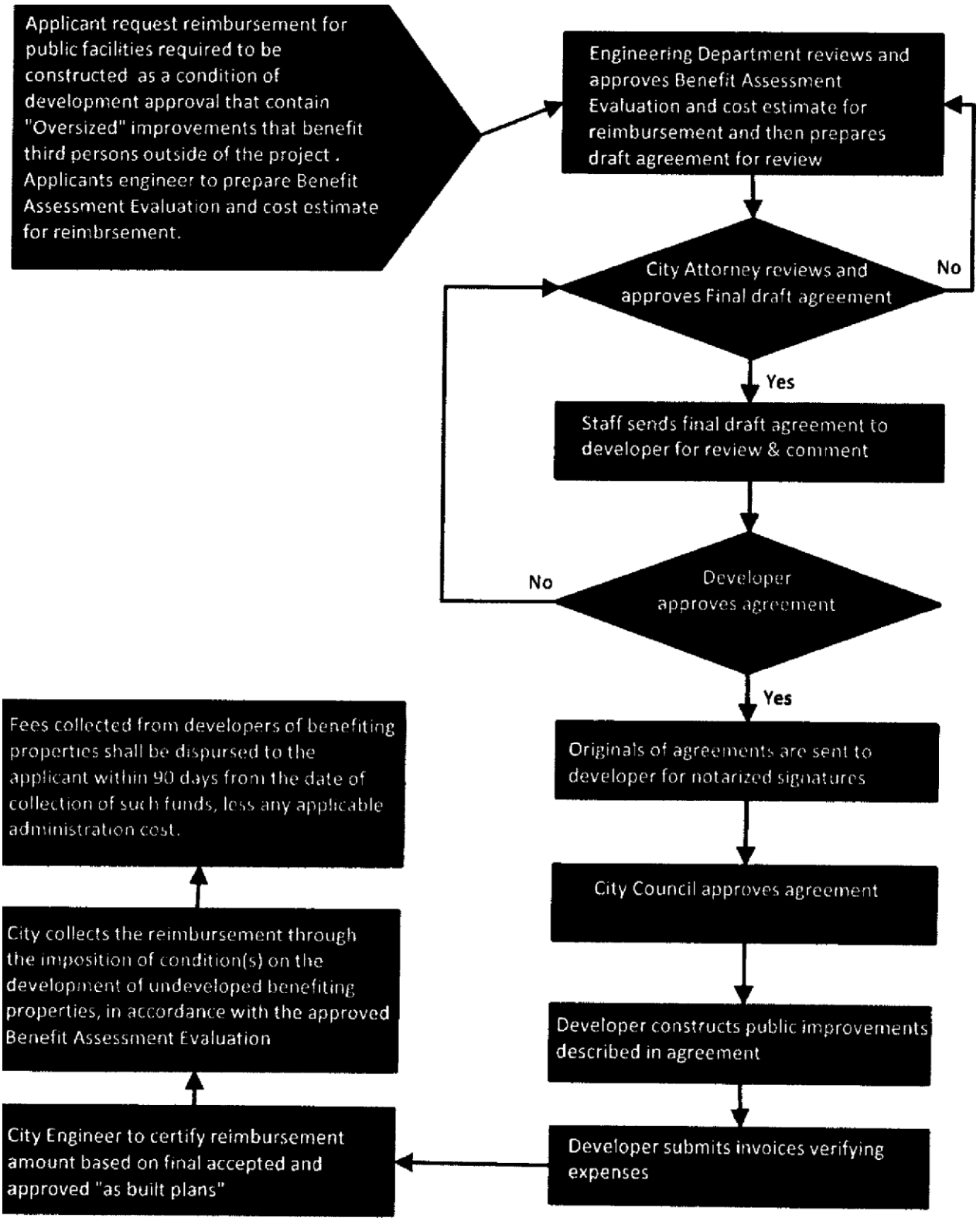


Exhibit F

Conditions of Approval

La Entrada Specific Plan Conditions of Approval

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP NO. 36494

1. 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 matter. The applicant shall execute an indemnification agreement, in a form acceptable to the City Attorney, within five days of the effective date of this approval.

2. This map is for financing and conveyance purposes only.No development entitlements are associated with Tentative Tract Map No. 36494.

3. The following statement must be clearly printed on the face of Tentative Tract Map No. 36494:

   FOR FINANCE AND CONVEYANCE PURPOSES ONLY. THIS MAP DOES NOT CREATE ANY LEGAL BUILDING SITES. FURTHER APPLICATIONS ARE NECESSARY TO DEVELOP THIS PROPERTY.

4. The approval of Tentative Tract Map No. 36494 shall remain in effect as specified in the La Entrada Development Agreement.

5. Tentative Tract Map No. 36494 must be consistent with Specific Plan Amendment No. 88-3, the La Entrada Specific Plan.

6. No development or improvement, including grading, of any portion of this map shall be permitted until a subsequent Builder's Tentative Map or Commercial Map is recorded in accordance with the applicable provisions of the La Entrada Specific Plan Conditions of Approval, Subdivision Map Act, and the City of Coachella Subdivision Ordinance for the subdivision described in this map.

7. ~~The Final Tract Map may not record until such time as Annexation 13-:XX is complete.~~

8. The Final Tract Map shall comply with the Subdivision Map Act and City of Coachella Subdivision Ordinance.

~~9. Prior to recordation of Tentative Tract Map No. 36494, the existing Rights-of- Way for Pierce Street, Buchanan Street, Avenue 50 and Avenue 52 shall be vacated.~~

10. In accordance with and compliance with the Conditions of Approval for Specific Plan 88-3 (Amendment), Developer's facilities obligations may be financed through the use of one or more Financing Districts including, without limitation, a Community Facilities Financing District for improvements, public services, including without limitation police and fire services, fees or maintenance costs. Any La Entrada specific Financing District must include a component for police and fire services at service levels equivalent to current police staffing and fire response times. In the event that a La Entrada-specific Financing District is not formed, prior to recordation of the Final Map, the applicant or successor in interest shall annex the subject property into the City's Community Facilities District (CFD 2005-01) for City Police, Fire and Paramedic services, and the applicant shall cooperate with the City to include the subject property, including the 588-acre Annexation area, in CFD 2005-01.

~~11. Approval of Tentative Tract Map No. 36494 is contingent upon City Council certification of EIR 12-0 I and City Council approval of General Plan Amendment 12-02, General Plan Amendment 12-03 and Specific Plan No. 88- 03 (Amendment).~~

Conditions of Approval For Specific Plan Amendment No. 88-3 (Amendment}: La Entrada

General Conditions

1. 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, and subject to reasonable approval of the applicant, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the matter. The applicant shall execute an indemnification agreement, in a form acceptable to the City Attorney, within five days of the effective date of this approval.

2. The words identified in the following list appear in capitals in the attached Conditions of Approval for Specific Plan Amendment No. 88-3: The La Entrada Project ("City Approvals") and shall be henceforth defined as follows:

   SPECIFIC PLAN = Specific Plan Amendment No. 88-3: La Entrada

   CHANGE OF ZONE = Change of Zone No. I 2-03

   GPA = General Plan Amendment Nos. 12-02 (land use designation) and 12-03 (text amendment)

   DEVELOPMENT AGREEMENT = La Entrada Development Agreement

   ANNEXATION = La Entrada Annexation

   EIR = Environmental Impact Report No. 12-01

   TTM = Financing Tentative Tract Map No. 36494

   BUILDER'S TENTATIVE MAP = A Builder's Tentative Map created for the purpose of designing individual residential lots or multi-family units for sale to end-user homeowners.

   BUILDING PERMITS = The number of dwelling units constructed within an implementing project. Any condition of approval that uses the term "Building Permit" to trigger an event or to cause another action to take place shall be interpreted to mean "Dwelling Units" as enumerated within the TOTAL DWELLING UNIT TRACKING MATRIX.

COMMERCIAL MAP = A Commercial Map is the division of a lot or parcel of land into two or more lots for the purpose of creating a development for commercial or business related purposes. This definition includes, but is not limited to, retail commercial and office commercial uses.

FINAL MAP or MAP = The terms Final Map, Final Tract Map or Map shall have the same meaning as those terms are defined in the California Subdivision Map Act (California Government Code Sections 66410 et seq.).

IMPLEMENTING PROJECT = An Implementing Project is a subsequent project, located in the Specific Plan area, pursuant to either a Builder's Tentative Map or Commercial Map.

MASTER SUBDIVISION MAP = A Master Subdivision Map is a map that subdivides large tracts of land into smaller parcels for the purpose of later selling or otherwise transferring the parcels for further subdivision together with planning and construction of infrastructure elements, but not for the purpose of creating individual commercial parcels or individual residential lots for sale to end-user homeowners. The purpose and intent of the Master Subdivision Map process is to allow subdivision of land to correspond to Specific Plan Planning Areas, open space, and infrastructure elements without allowing the creation of individual commercial or residential lots. For nonresidential property, while the Master Subdivision Map process may create parcels which may or may not be subdivided further, no building may be undertaken on any master parcel unless and until all other required discretionary entitlements have been lawfully obtained, as required by applicable land use and development regulations of the Specific Plan. The boundary lines on any Master Subdivision Map shall correspond to applicable Planning Area plan land use designations and infrastructure elements.

SPECIFIC PLAN AMENDMENT NO. 88-3 = Specific Plan Amendment No. 88-3, the La Entrada Specific Plan shall include the following:

a. Specific Plan Document, which shall include the following:

    1. City Council General Plan Amendment No. 12-02 resolution;
    2. City Council Specific Plan Amendment No. 88-3 ordinance including the Conditions of Approval;
    3. Specific Plan Zoning District Ordinance; and
    4. Specific Plan text, land use map and supporting exhibits.

b. Final Environmental Impact Report No.12-01 which includes the following:

    1. Mitigation Monitoring and Reporting Program;
    2. Draft Environmental Impact Report;
    3. Comments received on DEIR either verbatim or in summary;

4. A list of persons, organizations and public agencies commenting on the DEIR;
5. Responses of the City to significant environmenta1 points raised in the review and consultation process;
6. Errata;
7. Technical Appendices on CD;
8. Findings; and
9. Statement of Overriding Considerations.

TOTAL DWELLING UNIT TRACKING MATRIX = A chart for tracking the total build out of the Specific Plan maintained by the City, Development Services Department. The matrix shall differentiate between individual Building Permits and the total number of dwelling units that are represented by the Building Permits that have been issued for the entire Specific Plan.

All other terms not specifically defined herein shall have the same meaning set forth in the Specific Plan.

3. In the event of an inconsistency between these Conditions of Approval and the Specific Plan or Development Agreement, the terms and conditions of the Specific Plan and Development Agreement, as applicable, shall prevail. All implementing actions associated with the City Approvals shall be consistent with the Specific Plan and the Development Agreement.
4. The development of the property shall be in accordance with the mandatory requirements of all City of Coachella ordinances and state laws and shall conform substantially to the adopted Specific Plan and Environmental Impact Report as approved by the City of Coachella.
5. All Planning Area numbers shall be retained throughout the life of the Specific Plan, in accordance with Section 5.4 of the Specific Plan.
6. Density transfers between Planning Areas are permitted in accordance with Section 5.3 of the Specific Plan.
7. Prior to the approval of any Implementing Project, the applicant shall provide a Total Dwelling Unit Tracking Matrix. The Matrix Table will track Planning Area entitled units, Tentative Tract Map units, Final Map recorded units, and units actually built within every planning area in the Specific Plan. The purpose of this tracking sheet is to enable the Community Development Department to ensure compliance with the established Planning Area development ranges as outlined in Table 2-1 of the Specific Plan.
8. A minimum of 25% of the dwelling units (a minimum of 1,950 dwelling units) within the La Entrada Specific Plan shall include installation of renewable energy facilities including, without limitation, solar technology. The following minimums shall be required for each development phase:

    a. Phase 1 - 368 units
    b. Phase 2 - 348 units
    c. Phase 3 - 311 units
    d. Phase 4 - 258 units
    e. Phase 5 - 665 u[illegible]

9. Planning Areas C-10, C-11, G-6, G-7, G-9, G-10, and G-11 shall include the installation of renewable energy facilities including, without limitation, solar technology.
10. No development shall occur within the 588-acre Annexation area of the Specific Plan until such time as the Annexation process is complete.
11. Mitigation measures included in the project Mitigation Monitoring and Reporting Program and the letter from the Riverside County Fire Department dated October 16, 2013 (attached and incorporated by reference as project conditions of approval).
12. The Planning Director or his/her designee may allow minor modifications or adjustments to these Conditions of Approval through a Director's Administrative Review process, so long as those minor modifications and adjustments are consistent with the City Approvals and the Specific Plan.
13. The applicant has ninety (90) days from the date of the approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or exactions imposed on this project as a result of the approval or conditional approval of this project.
14. Fee credits or reimbursements are allowed as set forth in the City of Coachella Ordnance No. 1013 or as may be allowed in the La Entrada Development Agreement.
15. The Specific Plan must be consistent with all aspects of the approved Water Supply Assessment dated October 2013. Development within the project area of Specific Plan Amendment 88-03 must comply with the City's fee requirements for supplemental water purchases.

Prior to Grading Permit

The following conditions shall be included as conditions of all subsequent Tentative Tract Maps:

16. All grading shall be performed in accordance with the applicable provisions of the California Building Code, project's Mitigation Monitoring and Reporting Program, the Specific Plan and its Appendix A (Grading Standards), and the City General Plan, as amended.
17. Prior to the issuance of a grading permit(s), all certifications affecting grading shall have written clearances, including, but not limited to additional environmental assessments, erosion control plans and geotechnical/soils reports.
18. Grading of the site wi1l be done in substantial conformance with a mass grading plan submitted at the time of the first Master Tentative Tract Map.
19. Per the requirements of CVWD, prior to the issuance of grading permits, the developer shall provide the following for those drainage facilities impacted by the proposed grading:

a. Provide flood control plans that incorporate the required mitigation measures to protect existing CVWD facilities and satisfy all applicable regulations and standards.
b. Obtain a Conditional Letter of Map Revision (CLOMR) through the Federal Emergency Management Agency (FEMA).
c. Execute an agreement with CVWD, which shall include provisions outlined in CVWD Ordinance No. 1234.1.
d. Submit to CVWD a Flood Control Facility Operations and Maintenance Manual for review and approval.
e. Grant flooding easements over the flood control facilities in a form and content reasonably acceptable to CVWD.
f. Submit final construction plans for the proposed flood control facilities and a detailed hydrologic and hydraulic design report for review and approval.

Prior to or concurrent with submittal of a Master Tentative Map

20. The first Master Tentative Map must provide for all requisite on-site and off-site easements, rights-of-way and alignments for vehicular access and extension of utility infrastructure, including reclaimed water facilities, to the project site from both Avenue 50 and Avenue 52.
21. The first Master Tentative Map must provide a plan for the expansion of the City's wastewater treatment facility, or provide for project specific wastewater treatment facilities, as may be required to address the additional capacity needs generated by the La Entrada development.
22. The Avenue 52 access, with the exception of the canal crossing, shall be designed with interim improvements as approved by the City Engineer and the Fire Department. Timing of the ultimate improvement of Avenue 52 shall be in accordance with the requirements of the Specific Plan and EIR.
23. Plans including, without limitation, financing details, preliminary design plans and a construction phasing schedule for the project's Primary Community Gateways, in accordance with Section 3.4.3 and Exhibit 3-2 (Master Landscape Plan) of the Specific Plan shall be part of the first Master Tentative Map that includes Avenue 50 and Avenue 52.
24. Ultimate parkway and median landscaping for Avenue 52 and "B" Street shall be installed in conjunction with development of the planning area immediately adjacent to the road segment.
25. A recreation and open space concept plan that includes trails, parks, the paseo and the drainage trail connections and provides detail on layout, grading, utilities, plant palette and lighting is required for each phase of the project. The plan shall be submitted and approved by the City's Planning Director or his/her designee concurrently with the first Tract Map for the particular phase of development.
26. A transit plan, illustrating the location and spacing of transit facilities, shall be submitted to SunLine Transit Agency in conjunction with the first Master Tentative Map that includes Street A.
27. In accordance with Section 5.2 of the Specific Plan, a Master Signage Program shall be prepared and approved by the City's Planning Director or his/her designee to provide for design[illegible]y within the La Entrada Community.

28. In accordance with Section 3.4.8 of the Specific Plan, a Master Wall and Fencing Plan shall be prepared and approved by the City's Planning Director or his/her designee to provide for design continuity within the La Entrada Community.

29. All improvement plans for landscaped elements including, without limitation, parkways, medians, paseos and trails shall conform to the standards contained in Section 3.4 of the Specific Plan.
30. All parks shall be constructed in accordance with table 5-2 (Park Phasing) of the Specific Plan.

Prior to or concurrent with submittal of a Builder's Tentative Map or Commercial Map

31. Prior to or concurrent with approval of a Builder's Tentative Map or Commercial Map, traffic studies shall be prepared in accordance with Mitigation Measures
    4.16.1 through 4.16.5.
32. Prior to approval of the first Builder's Tentative Map or Commercial Map that includes Planning Areas C-10 and C-11 or the first Builder's Tentative Map in the Central Village, whichever comes first, the applicant shall work with the Fire Department to identify the location, design and siting for the future fire station.
33. Prior to approval of the first Builder's Tentative Map or Commercial Map that includes Planning Areas C-10 and C-1lor the first Builder's Tentative Map in the Central Village, whichever comes first, the applicant shall work with the Police Department to identify the need, location, design and siting for the potential future police station site.
34. In accordance with Section 5.2 of the Specific Plan, a detailed Sign Plan in conformance with the Master Signage Program shall be prepared and approved by the City's Planning Director or his/her designee as part of the design review process.
35. In accordance with Section 3.4.8 of the Specific Plan, a detailed Wall and Fencing Plan in conformance with the Master Wall and Fencing Plan shall be prepared and approved by the City's Planning Director or his/her designee as part of the design review process.
36. All improvement plans for landscaped elements including, without limitation, parkways, medians, paseos and trails shall conform to the standards contained in Section 3.4 of the Specific Plan.
37. Commercial and residential builders shall design all structures in accordance with the guidelines set forth in the US Green Building Council LEED, and GreenPoint Rated standards. LEED certification is not required. All commercial and residential builders and shall comply with or exceed the most current Title 24 energy efficiency and CALGreen building standards.
38. All Final maps may be phased. The number of phased final maps that may be filed shall be determined by the Developer and Planning Director or his/her designee at the time of the approval or conditional approval of the tentative map.

39. In accordance with and compliance with the Conditions of Approval for Specific Plan 88-3 (Amendment), Developer's facilities obligations may be financed through the use of one or more Financing Districts including, without limitation, a Community Facilities Financing District for improvements, public services, including without limitation police and fire services, fees or maintenance costs. Any La Entrada specific Financing District must include a component for police and fire services at service levels equivalent to current police staffing and fire response times. In the event that a La Entrada-specific Financing District is not formed, prior to recordation of the Final Map, the applicant or successor in interest shall annex the subject property into the City's Community Facilities District (CFD 2005-01) for City Police, Fire and Paramedic services, and the applicant shall cooperate with the City to include the subject property, including the 588-acre Annexation area, in CFD 2005-01
40. Prior to Map recordation, a permanent master maintenance organization shall be established for the Specific Plan area to assume ownership and maintenance responsibility for all common recreation, open space, stormwater drainage, circulation systems and landscaped areas. The organization may be public or private.
    a. If the organization is a private organization, then neighborhood associations shall be established for each residential development where required and such associations may assume ownership and maintenance responsibility for neighborhood common areas.
    b. Common open areas shall be conveyed to the maintenance organization as implementing development is approved or any subdivision is recorded.
    c. The maintenance organization shal1 be established prior to or concurrent with recordation of the first 1and division.
    d. Covenants, Conditions and Restrictions (CC&Rs) sha11 be prepared by the applicant, reviewed and approved by the City Attorney.
        i. The CC&Rs shall be consistent with the Sustainable Community Design Strategies, and Section 3 (Design Guidelines) of the adopted Specific Plan.
        ii. The CC&Rs shall include a disc1osure to residential owners in substantia1ly the same form as: "The La Entrada property is located, partial1y or wholly, adjacent to land zoned for agricultura1 purposes by the City of Coachella. No agricultural activity, operation, or facility or appurtenances thereof, conducted or maintained for commercial purposes in the City of Coachella and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality shall be or become a nuisance, private or public, due to any changed condition in or after the locality, after the same has been in operation for more than three years, if it was not a nuisance at the time it began."
        iii. The CC&Rs shall include a disclosure to residential owners in substantially the same form as: "A substantial portion of La Entrada is within an earthquake fault zone that has been designated by the California State Geologist as the San Andreas fault zone under a California law called the Alquist-Priolo Earthquake Fau[illegible]Act (California Public Resources Code Sections 2621 [illegible] 2630). This Act prohibits the

construction of structures for human occupancy over the trace of an active fault line. An active fault trace is the location of an earthquake fault that has broken the ground surface in about the last 11,000 years."

iv. The CC&Rs shall include a disclosure and provide information to future residential owners and business owners on the benefits of installing and utilizing energy conservation measures and renewable energy resources as a means of reducing dependence on non-renewable energy sources.

Prior to Occupancy Permits of a Builder's Map or Commercial Map

41. Per the requirements of CVWD, prior to the issuance of occupancy permits, the developer shall:
    a. Obtain a Letter of Map Revision (LOMR) through FEMA.
    b. At the completion of the construction of the flood control facilities, submit "as -built" topography, construction drawings, and engineering analysis for CVWD review to verify that the design capacity is adequate.
42. The developer is required to install suitable facilities per Coachella Valley Water District and Bureau of Reclamation standards to prohibit access to the Coachella Canal facility and adjacent right-of-way.

Amendments to Specific Plan 88-03 Document Text:

43. Section 4.5.2 of the Specific Plan document shall be amended to allow theaters as a permitted use.

44. Section 4.4.2 of the Specific Plan document shall be amended to allow a maximum building coverage of 50% for Low Density Residential uses.

Exhibit H

CFD Financing Parameters

1. Financing Parameters. City agrees to levy special taxes of the La Entrada Facility CFD and issue bonds in one or more series to finance the acquisition and construction of the Public Facilities using the parameters set forth below:

a. A precondition to the issuance of bonds sha11 be that the value of the rea1 property subject to special taxes required to repay the bonds shall be at least three (3) times the amount of the bonds and any other governmentally-imposed land-secured debt (exc1uding any proceeds of the bonds to be deposited in an escrow fund); provided, however, that City, its bond counsel, its financial advisor and the underwriter of the bonds do not view such ratio as posing an unusual credit risk. In order to reduce issuance, administrative and interests costs, provide certainty as to the availability of the proceeds of the bonds to fund the Public Facilities, and facilitate efficiency in such funding and the construction of the Public Facilities, bonds may be issued and a portion of the proceeds escrowed that is reasonably expected by the City to be released within three (3) years pending increases in the value of property subject to special taxes to achieve a 3:1 value-to-lien ratio.

b. Each series of bonds shall have a term of thirty (30) years; provided, however, the term of any individual series of bonds may be less than thirty (30) years if the La Entrada Facility CFD's authority to levy the special taxes securing the payment of such bonds or the underwriting conditions in the market for land secured bonds at the time of the issuance of such bonds require the issuance of such bonds with a shorter term.

c. Each series of bonds may include up to twenty four (24) months of capitalized interest or such other lesser amount as may be requested by Master Developer and such amount may exceed the amount necessary to place the special tax insta1lments on the assessment roll.

d. Each series of the La Entrada Facility CFD bonds to be issued for an improvement area sha11 be sized based upon the estimated annual special tax revenues from such improvement area at build-out being equal to one hundred ten percent (110%) of (i) annual debt service, plus (ii) priority annua1 administrative expenses. Priority administrative expenses shall not exceed $30,000 per an improvement area. Nothing herein shall require the City to include in the annual levy of special taxes an amount less than its actual and reasonably estimated La Entrada Facility CFD administrative expenses or permit the City to include an amount greater than such expenses.

e. The total effective tax rate within each improvement area applicable to any residential parcel on which a residential dwelling has or is to be constructed, taking into account all ad valorem property taxes, voter-approved ad valorem property taxes in excess of one percent (1%) of assessed value, the annual special taxes of existing community facilities districts and community facilities districts under consideration and reasonably expected to be established, the annual assessments (including any administrative surcharge) of existing assessment districts and assessment districts under consideration and reasonably expected to be established, and the special taxes of the La Entrada Facility CFO, sha11 not exceed two percent (2.00%) of the projected initial sales price of the residential dwelling unit and such parcel, as projected at the time of the La Entrada Facility CFD formation.

f. Special taxes sha11 be levied on Developed Property within an improvement area at the maximum assigned special tax rate prior to the issuance of bonds to finance the Public Facilities. "Developed Property" means a parcel for which a building permit has been issued. "Undeveloped Property" shall mean all other taxable property. Special Taxes may be levied on Undeveloped Property within an improvement area only after the issuance of bonds and only to the extent the annual debt service on the bonds, administrative expenses, the reasonably anticipated delinquent special taxes, and the reserve fund replenishment amount is not able to be paid in full from Developed Property special taxes levied and collected within the applicable improvement area.

g. Full and/or partial prepayment of the special taxes shall be permitted.

h. At Master Developer's election, City shall allow the special taxes to escalate by two percent (2%) per year and debt service on the bonds to escalate at the same average rate as the special tax escalation.

i. The City shall allow the levy and collection of special taxes so as to generate "Surplus Special Taxes." "Surplus Special Taxes" shall mean La Entrada Facility CFD special taxes levied on Developed Property within an improvement area prior to the issuance of bonds for such improvement area and collected by the La Entrada Facility CFD, net of the amount required to pay La Entrada Facility CFO administrative expenses.

Surplus Special Taxes collected by the La Entrada Facility CFD shall be deemed La Entrada Facility CFD Proceeds and disbursed to reimburse, by any mechanism reasonably acceptable to Master Developer and City, Master Developer amounts approved pursuant to payment requests submitted for the Public Facilities.

J. The rate and method of apportionment of special taxes for each improvement area shall include provisions to alJow for administrative reductions in the maximum special taxes, prior to the issuance of bonds of such improvement area, with the consent of the owner(s) of 100% of the taxable property within such improvement area. The rate and method of apportionment shall include substantially the following language: "Prior to the issuance of Bonds, the Assigned Special Tax, Backup Special Tax, and Maximum Annual Special Tax (collectively the "'Special Tax Rates") on Taxable Property may be reduced in accordance with, and subject to the conditions set forth in this paragraph. Upon the City's receipt of a written request including written consent of I 00% of the owners of Taxable Property within the improvement area and the CFD Administrator, the Special Tax Rates on Taxable Property may be reduced to a level which will provide not less than the sum of estimated Administrative Expense Requirement and one hundred ten percent (110%) of the estimated debt service with respect to the amount of bonds requested to be issued in such written request. The reductions pennitted pursuant to this paragraph shall be reflected in an amended Notice of Special Tax Lien which the City shall cause to be recorded."

2. Modifications. In order to address economic circumstances, Project revisions, bond underwriting criteria or other factors consistent with the Project's development plan and City and Master Developer's objectives with respect to the Project and the Public Facilities: (i) the provisions of this financing plan may be modified at an administrative level with the consent

of both the City Manager and Master Developer, and (ii) City shall cooperate with Master Developer to amend the La Entrada Facility CPD boundaries, including boundaries of improvement areas thereof, special tax rates, and other relevant aspects of the La Entrada Facility CFD structure. City agrees and acknowledges that in connection with any such amendment it shall not impose or otherwise require any additional infrastructure, development fee or other requirements or conditions with respect to the Project or La Entrada Facility CFD; provided, however, the City may require the Master Developer to advance funds to pay all reasonable costs incurred or to be incurred by the City in considering any such amendment.

3. Compliance with Federal Tax Laws and U.S. Securities and Exchange Commission (SEC) Requirements. In connection with the issuance of each series of bonds of the La Entrada Facility CFD, City and Master Developer shall abide by all federal tax laws and regulations, as wen as all applicable SEC laws and regulations regarding both original and continuing disclosure. Failure of Master Developer to comply with SEC disclosure requirements may preclude the issuance of any additional bonds. The Master Developer shall include a provision in the sale of any portion of the Property to a merchant builder that will require the merchant builder to comply with all such laws and regulation.

EXHIBIT I

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

(Space Above line for Recorder's Use Only)

ASSIGNMENT ANO ASSUMPTION OF DEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("Assignment") is made this ___ day of _____, 20_ ("Assignment Date") by and between _____as successor-in-interest to _____("Assignor"), and _____("Assignee").

RECITALS

A. _____is currently the owner of certain real property located in the City of Coachella, County of Riverside, State of california, as more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Pursuant to California Government Code Section 65864, et. seq., Assignor's predecessor-in-interest negotiated, finalized, executed and entered into that certain Development Agreement dated _____ and recorded on _____as Instrument No. _____in the Official Records of the County of Riverside ("Official Records") with the City of Coachella, a California municipal corporation (the "City") (collectively the "Development Agreement").

C. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Property, including without limitation, approval of the Development Agreement (the "Project Approvals"}.

D. Assignor and Assignee entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of _____ (the "Agreement"}, for the sale of the Property.

E. Under the Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest in and to the Development Agreement and Project Approvals pursuant to this Assignment.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee **all** of the Assignor's **right,** title and interest in and to the Development Agreement and the Project Approvals with respect to the Property. Assignee hereby accepts such assignment from Assignor.

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all of the terms, conditions, covenants and obligations required to be kept, performed and fulfilled by Assignor under the Development Agreement and Project Approvals with respect to the Property.

3. Representations and Warranties of Assignor. Assignor hereby makes the following representations and warranties to the Assignee as of the date of this Assignment:

   a. Assignor is the holder of that portion of the Property currently encumbered by the Development Agreement and Project Approvals, and has not previously transferred or assigned any interest in the same.

   b. The Development Agreement is unmodified and in full force and effect.

   c. To the actual knowledge of Assignor, no default on the part of Assignor, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the Development Agreement.

   d. The execution, delivery, and performance by Assignor of this Assignment (i) will not contravene any legal requirements applicable to Assignor, (ii) will not conflict with, breach or contravene any other agreement binding on Assignor, and (iii) will not result in the creation or imposition of any liens on any portion of the Property except as may otherwise be permitted under the terms of the Development Agreement.

e. Prior to the date hereof, Assignor has provided the City with written notice of this Assignment and requested from Assignee the appropriate documentation required by the City in connection with this Assignment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall, taken together, be deemed one document.

5. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

6. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

7. Further Assurances. Each party hereto hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to the other party and its successors, nominees or assigns, such documents as such other party or they may reasonably request in order to fully consummate the transactions contemplated by this Assignment.

8. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California, without regard to chaise of law principles.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

"ASSIGNOR"

Dated: _____ _____

By: _____

Its: _____

"ASSIGNEE"

Dated: _____ _____

By: _____

Its: _____

{Attach Notary Acknowledgements)