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

February 12, 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, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**

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

    Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 4:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at **www.coachella.org**, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

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

ROLL CALL:

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. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
   Two (2) Potential Case

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

2. Presentation of Proclamation to Sandy Krause

3. Presentation - UCR Extension Free Business Management Courses

4. Approved Uses of Unassigned General Fund Balance for FY 23-24 and FY 24-25

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

5. Regular Meeting Minutes of January 22, 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 January 27, 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. Investment Report – August 31, 2024, September 30, 2024 and October 31, 2024

8. Quarterly Reports - Second Quarter FY 2024-2025

9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of February 12, 2025, $6,979,485.22.

10. Authorize City Manager to Execute a Letter Agreement with Zambelli Fireworks for a Special Event Pyrotechnic Program for the City's 2025 Fourth of July program in the Amount of $52,000

11. Authorize a Structural Property Improvement Program (SPIP) Grant in the Amount of $20,000 to Farzana Qureshi (Indus Medical Center) for Improvements to the Property Located at 791 Orchard Street, Coachella, CA and Authorize the City Manager to Execute Associated Documents

12. Authorize the City Manager to Execute a Professional Service Agreement with MSA Consulting Inc. for Survey and Utility Services Related to the Waterline Crossing the Coachella Valley Storm Channel on Avenue 50 in the Amount not to Exceed $35,350.00

13. Authorize a Community-Based Grant to the Children's Discovery Museum of the Desert (CDMOD) in the Amount of $1,000 to Support Enrichment Activities for Children

14. Approve Sponsorship Request by Culturas Music and Arts for their Annual Women Rising Rebozo Festival in the Amount of $5,000

15. Authorize the City of Coachella to Sponsor The Mobius Conference in the Amount of $3,000

16. Authorize the City Manager to Execute Amendment No.1 to Task Order for Well #16 Under a Professional Services Agreement with Dudek for Pump Testing Well #16 in an Amount not to Exceed $45,920.00

17. Authorize the Cost Share Payment of $40,000 for the Replacement of Twenty (20) Water Laterals for Rancho Mariposa – Tract 30831

18. Accept an Offer for a Temporary Construction Easement on Real Property Owned by the City of Coachella (APN 603-220-051) in an Amount of $1,000 for the Arts and Music Line, Project ST-140 and Authorize the City Manager and the City Engineer to sign a Right-of-Way (R/W) Contract as Needed for the Execution of the TCE for the Arts and Music Line, City Project ST-140

19. Authorize the City Manager to Execute a Contract with DeAztlan Consulting in the Amount of $24,500 for Community Outreach Services for Coachella Sphere of Influence Areas (Pocket 7, Mesquite and South Airport).

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

20. Provide Direction and Approve Appointments to the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission

21. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

22. Amend the Façade Improvement Grant Program Guidelines to Allow Interior Improvement Investments to Count as Leveraging for the Exterior Improvements

23. Approve Amendment to Contract with Demo Unlimited, Inc. to Complete Asbestos Abatement and Demolition of the Property at 52-156 Tripoli Way in the amount of $87,923.39 and Authorize the City Manager to Execute Amendment

24. Authorize a Community Sponsorship to Animal Action League in the Amount of $25,200.00 to Support Public Spay/Neuter Clinic Events

25. Adopt Resolution No. 2025-05 Approving the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Like Exchange for the KPC Coachella Specific Plan; the KPC Group, Applicant

26. Authorize the Use of HOME Program Income Funds in the Amount of $1,610,000 to Fund Twenty-Four (24) First-Time Homebuyer Program Loans and Authorize the City Manager to Enter into an Agreement with the County of Riverside Housing and Workforce Solutions to Administer the Program Funds

27. Adopt Resolution No. 2025-06 Appointing Kaye Reynolds as Interim Finance Director Pursuant to Government Code sections 7522.56 and 21221(h)

28. Adopt Resolution No. 2025-08 Approving and Adopting the Publicly Available Pay Schedule for Executive Employee Positions in Accordance with CalPERS Guidelines

29. Resolution No. 2025-07 Appointing William Pattison as Interim City Manager Pursuant to Government Code Section 21221(h)

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

30. Adopt Resolution No. 2025-04 Establishing an Application fee for Healthy Food Truck Operator Permits Coachella Healthy Food Truck Operations Within the City

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

Information Session

Free Session for Coachella Residents

Information Session
Thursday, February 27
12 pm - 1 pm
Location: City of Coachella Library
Presented in both English and Spanish

We'll answer the four most frequently asked questions:

1. Who is UCR University Extension?
2. Why are these courses free?
3. How does the program work?
4. What will you gain?

RSVP
Register online at bit.ly/coachellainfosession

The first 15 registrants who attend an in-person info session will receive a special gift.

Phone: 951.827.0157
Email: success@ucx.ucr.edu

UC RIVERSIDE
University Extension
Professional Studies

Business Readiness

Schedule

- Saturdays from 9 am – 12 pm
- March 15, 2025 – April 26, 2025
- Orientation: Saturday, March 8
- Coachella Branch Library

Business English I

Schedule

- Fridays from 9 am – 12 pm
- March 14, 2025 – April 25, 2025
- Orientation: Friday, March 7
- Coachella Branch Library

Micro MBA

Schedule

- Saturdays from 9 am – 12 pm
- March 15, 2025 – June 21, 2025
- Orientation: Saturday, March 8
- Coachella Branch Library

Business English II

Schedule

- Fridays from 9 am – 12 pm
- May 9, 2025 – June 20, 2025
- Orientation: Friday, May 2
- Coachella Branch Library

Phone: 951.827.0157
Email: success@ucx.ucr.edu

UC RIVERSIDE
University Extension
Professional Studies

City of Coachella

City Council Meeting

February 12, 2025

Unassigned Fund Balance FY 2023-24 and FY 2024-25

Unassigned Fund Balance Uses Fiscal Year 2023-2024

DATE	DESCRIPTION		
	Beginning Balance		**17,762,967.00**
11/1/2023	Public Spay/Neuter Clinic Events		($16,000.00)
7/26/2023	Transit Hub Project-shortfall		($497,556.00)
09/13/23	Avenue 53 Tot Lot		($9,900.00)
09/13/23	improvements at Rancho Las Flores Park - Parks		($150,000.00)
10/11/23	KOA Corporation-Professional Services Agreement		($40,000.00)
10/11/23	Bagdouma Park Court Improvements		($56,536.39)
01/24/24	Amend Budget for City Manager's Contract		($32,761.00)
10/25/23	Sponsorship of Raices Cultura		($15,000.00)
11/08/23	Yunex LLC - Professional Services - Streets Division		($60,000.00)
11/08/23	Drain system maintenance services		($50,000.00)
11/08/23	Professional Services Agreement-Urban Futures, Inc		($100,000.00)
01/24/24	Avenue 48 Arts and Music Line Project		($29,881.00)
01/24/24	USA Shade-Shade replacement for parks		($158,757.40)
01/24/24	West Coast Arborists - Hidden Harvest		($57,000.00)
02/14/24	Professional Service Agreement with MIG		($84,093.00)
02/14/24	Cesar Chavez Day		($10,000.00)

Unassigned Fund Balance Uses Fiscal Year 2023-2024

DATE	DESCRIPTION		
02/14/24	Coachella Women's Summit		($25,000.00)
02/14/24	11th Annual Women Rising event		($5,000.00)
02/28/24	Blue Zones Project		($200,000.00)
03/27/24	Purchase corporate yard video camera server		($30,344.60)
03/27/24	Network Server Upgrade		($32,458.61)
03/27/24	6 Dell Workstations		($9,150.34)
03/27/24	Dual Language Camera for Council Chamber		($81,444.25)
03/27/24	Digital Signage System from AVIR Technologies		($19,485.00)
03/27/24	The Blue Music and Arts Festiva		($3,000.00)
06/02/24	2024 Farmchella		($12,000.00)
03/07/24	User Fee Study and Overhead Allocation		($38,210.00)
04/24/24	Dual language HD Swagit camera		($109,528.00)
04/24/24	Repair of retention basin at Rancho las Flores		($65,000.00)
04/24/24	Bagdouma Park improvements		($45,000.00)
04/24/24	Equitable Cities LLC - Professional Services		($35,000.00)
04/24/24	Deckard Technologies Inc		($32,750.00)
04/24/24	Powers Authority Executive-The Vi[illegible]ter Palm Springs		($35,324.00)

Unassigned Fund Balance Uses Fiscal Year 2023-2024

DATE	DESCRIPTION		
05/08/24	ST-118 Street Rehab Phase 19		($1,231,705.50)
04/24/24	West Coast Arborists		($50,000.00)
05/08/24	Clown Dia del Nino		($1,000.00)
05/08/24	LSA for On-Call Professional		($33,629.00)
05/08/24	DeAztlan Consulting for On-Call Professional Consultant		($83,472.00)
05/08/24	DTA for On-Call Professional Planning Consultant Services		($37,500.00)
06/12/24	Alta Planning + Design, Inc. in ST-138 ATP Hwy 11 & Ave 54 Bike Lines		($10,000.00)
02/28/24	Software as a Service Agreement-Munis		($633,110.00)
03/27/24	Connect Coachella Project, City Project ST-138.		($82,010.00)
02/28/24	Façade Improvement Grant Program - FY 24-25 F-38		($1,000,000.00)
02/28/24	Dillon Road - Loan to fund 108 (Advance)		(1,658,329.99)
05/08/24	Reserved for Land Purchase		($1,000,000.00)
	Total Approved FY 2023-24		**($7,966,936.08)**
	Ending Balance at 6/30/2024		**9,796,030.92**

Unassigned Fund Balance Uses Fiscal Year 2024-2025

DATE	DESCRIPTION		
	Beginning Balance		**9,796,030.92**
7/10/2024	On-Call Professional Planning Consultant		(42,000.00)
7/10/2024	Youth Advisory Commission		(6,000.00)
7/24/2024	ST-130, Pueblo Viejo Sustainable		(234,272.99)
7/24/2024	Senior Center heating, ventilation and air conditioning		(43,375.00)
7/24/2024	Resident Engagement Academy		(1,550.00)
7/24/2024	Energy Improvement Project-install smart controls		(242,144.00)
7/24/2024	General Tax Measure TOT		(15,000.00)
9/11/2024	Purchase of a forklift- Public Works		(24,000.00)
9/11/2024	Lighting and Decorations Project No. 061324		(50,000.00)
09/11/24	Holiday Tree Lighting		(90,000.00)
09/11/24	Digital Signage system		(35,373.61)
09/11/24	Coachella Container Park		(45,000.00)
09/11/24	Synergy Music and Arts Festival Event:		(10,200.00)
09/25/24	Strategic Energy Experts		(59,000.00)

Unassigned Fund Balance Uses Fiscal Year 2024-2025

DATE	DESCRIPTION		
10/09/24	Dia de los Muertos Celebration		(20,000.00)
10/09/24	Demo Unlimited, Inc.,		(40,398.82)
10/09/24	ST-139 Ave 52 Pavement Rehab		(3,000,000.00)
10/09/24	Business Management Program - University of California Riverside		(287,220.00)
10/23/24	Holistic System Integration Solutions - ERP Project Manager		(97,500.00)
10/23/24	Wireless Conference System		(44,671.20)
10/23/24	Zoom One cloud-based VOIP		(60,664.39)
12/11/24	Arte del Barrio Events		(9,500.00)
09/11/24	Run With Los Muertos Event		(45,000.00)
12/11/24	Palm Springs International Film		(20,000.00)
11/13/24	Safety Lighting of New Units		(70,000.00)
11/13/24	Conceptual Design Services		(29,700.00)
11/13/24	Full Time Executive Assistant - City Manager		(138,983.00)
01/22/25	Sponsorship Grant to Culturas Music & Arts		(9,500.00)
01/22/25	Sponsorship - Danza Azteca Citlaltonac		(5,000.00)
	Total Approved FY 2024-25		**(4,776,053.01)**
	Ending Balance as of January 22, 2025		**5,019,977.91**

City of
COACHELLA
EST. 1946

Questions?

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

MINUTES

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

January 22, 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, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**

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

    Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
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CALL TO ORDER: - 5:00 P.M.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:00 p.m.

ROLL CALL:

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

City Clerk

City Treasurer

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: 5-0, Unanimous roll call vote:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

THE PUBLIC MAY ADDRESS THE CITY COUNCIL/BOARD/CORPORATION/ AUTHORITY ON ANY CLOSED SESSION ITEMS. PLEASE LIMIT YOUR COMMENTS TO THREE (3) MINUTES.

Written Communication:

Executive Staff of the City of Coachella

City of Coachella Employees in support of Maritza Martinez

Petition from City of Coachella Staff of not appointing Mr. Pattison

Rebecca Flores

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Manager and Acting City Manager

2. PUBLIC EMPLOYEE APPOINTMENT
   Title: Acting City Manager

3. CONFERENCE WITH LABOR NEGOTIATORS
   Agency designated representatives: City Attorney
   Unrepresented Employee: Acting City Manager

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
   One (2) Potential Case

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

The City Council reconvened into open session at 6:04 p.m.

PLEDGE OF ALLEGIANCE:

The Acting City Manager led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

None

WRITTEN COMMUNICATIONS:

None

CONSENT CALENDAR:

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

5. Regular Meeting Minutes of December 11, 2024, 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 January 7, 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. Special Meeting Minutes of January 14, 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

8. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of January 22, 2025, $5,169,160.93
9. Approve execution of a maintenance agreement with Yunex LLC for the Traffic Signal Maintenance Project No. 102424, in the amount not to exceed $300,000 for a three-year term.

10. Amendment #2 to the Professional Services Agreement with Angenious Engineering Services, Inc. in an amount of $49,500 to provide Professional Engineering Services in preparation of a funding grant application for the SR86/Avenue 50 Interchange Project (ST-81).

11. Amendment #3 to the CVAG-City of Coachella Reimbursement Agreement for Project Study Reports (Phase 1) for the Dillon Road Interstate 10 Interchange and the Dillon Road SR 86 Interchange and Preliminary Engineering & Environmental Document for the Dillon Road Bridge at Whitewater Channel, ST-109.

12. Ordinance No. 1220 (Second Reading) Zoning Ordinance Amendment No. 24-02 – Streamline Code Amendments - Phase 2 to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses, development standards and development review process in the City. City-Initiated.

13. Ordinance No. 1218 (Second Reading) Coachella Healthy Food Truck Permit Pilot Program (ZOA No. 24-03) City Parks and parcels in downtown zones (DT-PV and TR-PV Zones)

14. Adopt Ordinance No. 1219 Coachella Healthy Food Truck Permit Pilot Program (ZOA No. 24-03) for active date farms (Second Reading)

15. Amendment No. 4 to the Professional Services Agreement with KOA Corporation, Inc. for an amount of $34,945 to provide grant writing services for the improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.

16. Award Construction Agreement to Superb Engineering for the Westerfield Retention Basin Landscape Improvements, City Project No. 111924, for $245,530.14.

17. Sponsorship with Palm Springs Life and Palm Springs Art Museum in the Amount of $5,000

18. Authorize a Sponsorship Grant to Culturas Music & Arts for their Arte del Barrio Events in the Amount of $9,500

19. Authorize a Sponsorship Grant to Danza Azteca Citlaltonac in the Amount of $5,000 to Support Events that Cultivate Resilience and Cultural Understandings

20. Authorize the City Manager to execute Professional Services Agreements with Interwest for On-Call Professional Planning Consultant Services, in the amount not to exceed $50,000

Motion: To approve items #5 - #11 & #14 - #20

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0, Unanimous roll call vote:

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

Motion: To have a study session for item #12 before the February 12th, 2025 City Council Meeting

Made by: Councilmember Perez
Seconded by: Councilmember Dr. Figueroa
Approved: 5-0, Unanimous roll call vote:

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

Motion: To approve item #13

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 4-1-0:

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

Item #26 moved up before item #21

26. Approve the CalPERS Retiree Limited-Term Appointment Agreement and Resolution No. 2025-02 Finding the Position of City Manager to be Available Due to a Leave of Absence Pursuant to Government Code Section 21221(g) Appointing William Pattison as Acting City Manager

Motion: To approve the CalPERS Retiree Limited-Term Appointment Agreement and Resolution No. 2025-02 Finding the Position of City Manager to be Available Due to a Leave of Absence Pursuant to Government Code Section 21221(g) Appointing William Pattison as Acting City Manager

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Delgado
Approved: 4-1:

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

Mayor Hernandez excused himself form the remainder of the meeting at 6:20 p.m.

21. Resolution 2025-01, A Resolution of the City of Coachella, California, Adopting the 2024 City of Coachella Local Road Safety Plan

Motion: To approve Resolution 2025-01, A Resolution of the City of Coachella, California, Adopting the 2024 City of Coachella Local Road Safety Plan

Made by: Councilmember Perez
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0: Unanimous roll call vote:

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

22. Authorize the City Manager to Execute a Professional Services Agreement with NewGen Strategies & Solutions in the amount of $192,120 to conduct a Comprehensive Water and Wastewater Rate Study

Motion: To approve the City Manager to Execute a Professional Services Agreement with NewGen Strategies & Solutions in the amount of $192,120 to conduct a Comprehensive Water and Wastewater Rate Study

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez

Approved: 4-0: Unanimous roll call vote:

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

23. Authorize the City Manager to Execute a Professional Services Agreement with Keyser Marston Associates, Inc. (KMA) for a Hotel Site Feasibility Study in the Amount of $79,500

Motion: To do a study session on item #23

Made by: Councilmember Perez
Seconded by: Mayor Pro Tem Delgado
Approved: 4-0: Unanimous roll call vote:

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

24. Provide Direction and Approve Appointments to the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission

Motion: To continue item #24 to next meeting

Made by: Councilmember Perez
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0: Unanimous roll call vote:

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

25. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

Motion: To continue item #25 to next meeting

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Perez

Approved: 4-0: Unanimous roll call vote:

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

Item #26 moved up before item #21

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

CV Health Students

Simon Moore

Jasmine Zendejas

Rosalio Avila

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Pro Tem Delgado adjourned the meeting at 7:25 p.m.

_____
Angela Zepeda
City Clerk

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

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

January 27, 2025

6:00 PM – SPECIAL MEETING

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

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

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

    Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

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

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

Mayor Pro Tem Delgado called the Special Meeting of the City Council of the City of Coachella to order at 6:00 p.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Dr. Figueroa, Mayor Pro Tem Delgado, and Mayor Hernandez (arrived at 6:14 p.m. during public comments).

City Treasurer

Absent: Councilmember Virgen, 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: 3-0, Unanimous roll call vote:

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

PLEDGE OF ALLEGIANCE:

Councilmember Dr. Figueroa led the Pledge of Allegiance.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

1. Andrew Campos
2. Art Guaracha
3. Javier Ochiqui
4. Carlos Martinez
5. Raquel Parker
6. Miguel Estrada
7. Berenice Mausolf
8. Carlos Malinalli
9. Juan Garcia

10. Dr. Monica Delgadillo
11. Jesus Fernandez
12. Dolly Medlock
13. Maria Ruiz
14. Deborah McMahon

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Manager

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
   One (1) Potential Case

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 6:39 p.m.

_____

Delia Granados
Deputy City Clerk

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – August 31, 2024, September 30, 2024 and October 31, 2024

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for August, September and October of 2024.

EXECUTIVE SUMMARY:

On June 12, 2024, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current "Statement of Investment Policy".

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended August 31, 2024, September 30, 2024 and October 31, 2024. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of August 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2024	
CASH ON HAND								
Wells Fargo-General Checking	N/A	6,718,509.08	(1,174,975.60)	-	-	-	5,543,533.48	
Sweep Account	4.966%	5,136,069.45	(787,748.19)				4,348,321.26	
Wells Fargo-Road Maintenance	N/A	1,140,220.24	102,580.79		-	-	1,242,801.03	
Wells Fargo-Gas Tax	N/A	724,078.63	115,576.49	-	-	-	839,655.12	
Wells Fargo- Payroll Acct	N/A	(64,578.23)	(15,207.79)			-	(79,786.02)	
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00	
Total Cash on Hand		**13,661,299.17**	**(1,759,774.30)**	**-**	**-**	**-**	**11,901,524.87**	
INVESTMENTS								
State of California - LAIF	2.17%	19,125,371.51		-	-	-	19,125,371.51	
Investment Management Acct	1.47%	35,266,768.11		364,458.53	-	-	35,631,226.64	
Total Investments		**54,392,139.62**	**-**	**364,458.53**	**-**	**-**	**54,756,598.15**	
CASH WITH FISCAL AGENT								
US Bank	varies	4,183,546.00	2,465,171.12	146.21	-	-	6,648,863.33	①
Wells Fargo Bank, N.A.	5.83%	663.96	-	2.75	-	-	666.71	②
Wilmington Trust, N. A.	0.03%	4,412,455.07	(648,711.87)	4,928.04	(197,100.00)	(635,000.00)	2,936,571.24	③
Total Cash with Fiscal Agent		**8,596,665.03**	**1,816,459.25**	**5,077.00**	**(197,100.00)**	**(635,000.00)**	**9,586,101.28**	
Grand Total		**76,650,103.82**	**56,684.95**	**369,535.53**	**(197,100.00)**	**(635,000.00)**	**76,244,224.30**	

Completed By: ***Lourdes Marrón-Accountant***

Reviewed By: ***Ruben Ramirez- Controller***

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of August 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2024
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	288.48	(288.48)	1.27	-	-	1.27
A/C #: 6712104702 Interest Account	0.00%	-	132,306.25	-	-	-	132,306.25
A/C #: 6712104703 Principal Account	0.00%	(0.00)	560,000.00	-	-	-	560,000.00
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	1,410.78	-	6.22	-	-	1,417.00
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0100%	27,643.34		121.85	-	-	27,765.19

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of August 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2024	
COACHELLA SUCCESSOR AGENCY								
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013								
A/C #: 6712071401 Interest Account	0.00%	79.40	(79.40)	0.35	-	-	0.35	
A/C #: 6712071402 Interest Account	0.00%	(0.00)	36,231.25	-	-	-	36,231.25	
A/C #: 6712071403 Principal Account	0.00%	0.00	330,000.00	-	-	-	330,000.00	
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50	
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B								
A/C #: 6712160601 Debt Service	0.00%	1,379.75	(1,379.75)	6.08	-	-	6.08	
A/C #: 6712160602 Interest Account	0.00%	0.00	333,381.25	-	-	-	333,381.25	
A/C #: 6712160603 Principal Account	0.00%	0.00	1,075,000.00	-	-	-	1,075,000.00	
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46	
COACHELLA LEASE BONDS 2016								
A/C #: 6712179801 Payment Account	0.0000%	2,474.53	-	10.44	-	-	2,484.97	
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)	
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-	
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26	
TOTAL US BANK OF CALIFORNIA		**4,183,546.00**	**2,465,171.12**	**146.21**	**-**	**-**	**6,648,863.33**	①
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2019								
A/C #: 83925300 Debt Service Fund	0.0000%	0.66	-	-	-	-	0.66	
A/C #: 83925301 Interest Account	0.0000%	192.45	-	0.80	-	-	193.25	
A/C #: 83925302 Principal Account	0.0000%	470.85	-	1.95	-		472.80	
TOTAL WELLS FARGO BANK, N.A.		**663.96**	**-**	**2.75**	**-**	**-**	**666.71**	②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of August 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 8/31/2024
WILMINGTON TRUST, N. A.							
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS							
A/C #: 144613-000 Revenue Account	0.03%	2,386.89	-	10.56	-	-	2,397.45
A/C #: 144613-001 Interest Account	0.03%	0.01	-	-	-	-	0.01
A/C #: 144613-002 Principal Account	0.00%	585.12	-	2.64		-	587.76
CITY OF COACHELLA 2022A BOND FUND							
A/C #: 154278-000 Bond Fund	1.76%	5,727.57	4,933.12	43.90	-	-	10,704.59
A/C #: 154278-001 Interest Account	0.00%	92,425.14	(25.14)		(92,400.00)	-	-
A/C #: 154278-002 Principal Account	0.00%	145,039.45	(39.45)	-		(145,000.00)	-
A/C #: 154278-004 Project FD Account	1.76%	1,162,986.90	(4,868.53)	4,861.04	-	-	1,162,979.41
CITY OF COACHELLA 2022B BOND FUND							
A/C #: 155657-000 Bond Fund	1.76%	2,266.60	161.80	9.90	-	-	2,438.30
A/C #: 155657-001 Interest Account	0.00%	104,728.48	(28.48)	-	(104,700.00)	-	-
A/C #: 155657-002 Principal Account	0.00%	490,133.32	(133.32)	-	-	(490,000.00)	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
CITY OF COACHELLA BOFA 2023 ESCROW							
A/C #: 166682-000 Bond Fund		2,406,175.59	(648,711.87)				1,757,463.72
TOTAL WILMINGTGON TRUST BANK, N.A.		**4,412,455.07**	**(648,711.87)**	**4,928.04**	**(197,100.00)**	**(635,000.00)**	**2,936,571.24** ③
TOTAL CASH WITH FISCAL AGENT		**8,596,665.03**	**1,816,459.25**	**5,077.00**	**(197,100.00)**	**(635,000.00)**	**9,586,101.28**

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	405,000.00	AA+	Aaa	08/02/21	08/06/21	400,475.39	0.53	2.80	403,891.68	388,847.39
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.88	10.36	1,462,624.82	1,440,175.50
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	483.88	457,945.84	440,414.12
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	294.84	344,722.81	334,181.75
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	345.38	407,517.36	391,470.05
US TREASURY N/B DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	200.10	208,367.07	200,254.74
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	121.98	188,733.68	180,730.09
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	224.69	349,428.59	332,923.85
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	52.17	154,520.10	151,793.76
US TREASURY N/B DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	582.07	262,696.38	249,710.79
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	88.04	268,394.47	256,151.97
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	154.89	472,172.17	450,637.73
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	430.43	1,293,711.66	1,252,298.52
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	4.28	308,703.32	293,942.93

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	8.70	624,006.25	597,367.89
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	552.66	289,778.21	274,197.32
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	619.36	313,100.60	307,290.10
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	1,104.51	288,975.56	282,070.20
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	306.62	290,936.59	283,960.51
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	961.45	895,239.59	890,384.65
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	1,870.11	1,043,766.74	1,017,471.51
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	1,091.37	1,017,427.09	1,004,923.50
US TREASURY N/B DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	8,678.28	497,954.14	505,019.50
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	4,725.82	343,054.25	343,267.06
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	2,038.59	1,092,095.37	1,092,355.33
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	950,000.00	AA+	Aaa	02/07/23	02/08/23	818,818.36	3.82	619.57	860,020.07	858,636.60
US TREASURY N/B DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	7,473.84	489,637.64	487,798.92
US TREASURY N/B DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	3,024.25	532,672.86	526,709.20

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	4,953.26	418,570.49	416,210.34
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	5,425.00	460,623.49	455,849.42
US TREASURY N/B DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	4,881.86	528,417.08	527,350.00
US TREASURY N/B DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	376.63	54,302.43	55,468.38
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	5,831.56	514,250.89	526,834.08
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	505,000.00	AA+	Aaa	07/02/24	07/03/24	502,139.65	4.38	3,674.29	502,225.29	516,204.94
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	170,000.00	AA+	Aaa	08/01/24	08/02/24	171,182.03	3.85	591.30	171,164.78	172,005.49
Security Type Sub-Total		**18,305,000.00**					**17,386,216.01**	**2.74**	**61,804.94**	**17,811,649.36**	**17,504,908.13**
Municipal Bond / Note											
MISSISSIPPI ST-A-TXBL DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	376.67	200,000.00	198,567.80
OR ST DEPT TRANSPRTN DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	224.99	135,000.00	133,827.53
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	83.87	40,049.18	38,864.60
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	230.63	110,000.00	106,877.65
NJ TPK AUTH -B-TXBL DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	69.80	40,000.00	38,200.48
Security Type Sub-Total		**525,000.00**					**525,282.80**	**0.79**	**985.96**	**525,049.18**	**516,338.06**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	105,629.98	AA+	Aaa	03/19/20	03/25/20	110,861.95	1.91	269.53	105,978.77	104,799.20
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	235,901.50	AA+	Aaa	05/19/23	05/24/23	228,640.14	4.29	657.97	231,271.74	231,059.15
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.94	967.20	345,453.41	351,563.76
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.93	554.01	196,577.60	200,067.70
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	4.97	831.20	304,786.33	311,133.44
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	315,081.92	AA+	Aaa	09/20/23	09/28/23	310,137.35	5.19	1,260.33	310,975.58	319,358.53
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	168,454.75	AA+	Aaa	09/07/23	09/14/23	165,935.52	5.01	652.76	166,403.66	170,461.55
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	272,955.37	AA+	Aaa	07/19/23	07/27/23	272,948.53	4.78	1,086.59	272,950.05	275,768.72
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,512.76	331,094.40
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	340,422.65	343,635.53
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	187,156.77	AA+	Aaa	09/19/23	09/28/23	187,155.83	5.27	822.24	187,156.10	191,657.71
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,852.77	344,498.88
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.25	1,362.75	338,643.41	350,597.63
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	252,855.04	265,872.62

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,611.32	341,352.94
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,664.90	138,966.84
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,527.79	193,973.47
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.79	729.17	176,427.49	179,662.18
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,727.55	198,272.88
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,746.29	197,098.01
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,534.53	255,482.82
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.67	1,361.06	313,364.20	317,565.39
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.79	1,530.00	348,286.49	354,162.70
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.79	1,551.82	349,296.70	355,360.86
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,755.16	202,243.86
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	290,000.00	AA+	Aaa	07/16/24	07/25/24	291,780.89	4.58	1,140.67	291,776.07	295,482.74
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	340,000.00	347,339.58
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	315,000.00	AA+	Aaa	08/07/24	08/15/24	317,946.51	4.33	1,192.54	317,923.14	319,553.33

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		**7,380,180.28**					**7,334,834.44**	**4.81**	**28,343.41**	**7,349,481.50**	**7,488,086.42**
Federal Agency Bond / Note											
FREDDIE MAC (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	387.50	199,910.45	194,374.60
FREDDIE MAC DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	77.08	184,836.03	178,473.20
FANNIE MAE DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	12.19	194,820.32	187,564.85
FANNIE MAE DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	26.25	419,538.52	403,985.82
FREDDIE MAC (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	337.50	999,867.53	993,666.00
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	469.06	284,817.74	273,481.15
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	292.92	184,842.82	177,037.23
Security Type Sub-Total		**2,470,000.00**					**2,463,373.75**	**1.99**	**1,602.50**	**2,468,633.41**	**2,408,582.85**
Corporate Note											
NOVARTIS CAPITAL CORP (CALLABLE) DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	Aa3	05/06/20	05/08/20	305,504.95	0.98	243.78	295,828.68	290,849.94
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	80,000.00	AA	A1	04/11/22	04/13/22	79,872.80	3.06	920.00	79,973.85	79,166.88
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,392.19	136,872.04	133,703.33
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A	A2	06/17/21	06/21/21	71,282.88	0.98	162.00	71,804.17	68,860.73
BANK OF AMERICA CORP (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	3,081.32	220,000.00	217,593.20

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	349.21	173,972.62	178,970.05
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	62.29	24,979.73	23,862.25
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	311.46	124,963.50	119,311.25
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	398.61	200,303.77	190,378.20
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.66	597.92	289,352.77	285,567.30
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	645.00	343,792.01	343,423.08
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	1,470.17	246,094.90	247,379.34
HOME DEPOT INC (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	4,546.11	337,054.80	336,718.20
JPMORGAN CHASE & CO (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	71.63	116,596.62	120,367.50
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	50,000.00	A-	A1	08/08/24	08/09/24	51,033.50	4.95	998.14	51,011.74	51,244.40
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	110,000.00	A-	A1	06/03/24	06/04/24	110,733.70	5.38	2,195.90	110,676.39	112,737.68
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	743.19	114,867.39	117,968.50
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	872.44	136,421.14	138,484.76
TOYOTA MOTOR CREDIT CORP DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	2,727.08	109,842.26	113,624.83

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	2,817.68	117,072.92	120,683.42
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	9,800.62	400,000.00	419,768.40
STATE STREET CORP (CALLABLE) DTD 08/20/2024 4.530% 02/20/2029	857477CN1	165,000.00	A	A1	08/14/24	08/20/24	165,000.00	4.53	228.39	165,000.00	165,259.38
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	654.08	29,950.33	30,654.96
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	7,630.97	348,491.38	357,641.20
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	2,212.50	276,383.54	285,041.40
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	07/15/24	07/17/24	164,744.25	4.53	907.50	164,750.58	168,296.20
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	25,000.00	A+	A1	08/06/24	08/09/24	24,949.25	4.60	69.51	24,949.82	25,210.18
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	55,000.00	A+	A1	08/07/24	08/09/24	54,936.75	4.58	152.93	54,937.67	55,462.39
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	60,000.00	A+	A1	08/08/24	08/09/24	59,753.40	4.64	166.83	59,756.26	60,504.42
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	60,000.00	A+	A1	08/12/24	08/14/24	59,868.60	4.25	119.00	59,869.94	60,133.44
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	200,000.00	A+	A1	08/13/24	08/14/24	200,292.00	4.17	396.67	200,289.94	200,444.80
Security Type Sub-Total		**5,167,000.00**					**5,067,653.83**	**4.08**	**46,945.12**	**5,085,860.76**	**5,119,311.61**
Certificate of Deposit											
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	2,017.89	325,000.00	332,745.73

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
Security Type Sub-Total		**325,000.00**					**325,000.00**	**5.08**	**2,017.89**	**325,000.00**	**332,745.73**
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	325,000.00	A+	Aa3	05/30/24	05/31/24	325,685.75	5.45	4,521.69	325,588.09	333,130.53
Security Type Sub-Total		**325,000.00**					**325,685.75**	**5.45**	**4,521.69**	**325,588.09**	**333,130.53**
Asset-Backed Security											
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	519.63	NR	NR	01/20/21	01/27/21	519.52	0.34	0.08	519.60	518.50
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	15,754.68	AAA	Aaa	09/21/21	09/27/21	15,753.43	0.43	3.01	15,754.28	15,577.85
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	6,410.13	AAA	NR	04/13/21	04/21/21	6,408.75	0.52	1.48	6,409.71	6,370.94
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	9,909.37	AAA	NR	11/09/21	11/17/21	9,907.15	0.75	3.26	9,908.53	9,790.37
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,995.16	54,886.87
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,965.79	216,998.43
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,988.59	65,518.18
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,994.24	66,317.49
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,988.42	237,506.28
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,938.11	274,510.89

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.24	639.22	274,858.14	280,184.02
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,989.51	96,824.48
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,986.37	121,799.04
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,993.77	35,282.56
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.60	623.56	304,958.98	307,228.33
Security Type Sub-Total		**1,767,593.80**					**1,767,327.23**	**4.95**	**3,780.95**	**1,767,249.20**	**1,789,314.23**
Managed Account Sub-Total		**36,264,774.08**					**35,195,373.81**	**3.45**	**150,002.46**	**35,658,511.50**	**35,492,417.56**
Securities Sub-Total		**$36,264,774.08**					**$35,195,373.81**	**3.45%**	**$150,002.46**	**$35,658,511.50**	**$35,492,417.56**
Accrued Interest											**$150,002.46**
Total Investments											**$35,642,420.02**

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of September 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2024	
CASH ON HAND								
Wells Fargo-General Checking	N/A	5,543,533.48	1,407,151.99	-	-	-	6,950,685.47	
Sweep Account	4.966%	4,348,321.26	(2,763,935.10)				1,584,386.16	
Wells Fargo-Road Maintenance	N/A	1,242,801.03	97,502.59		-	-	1,340,303.62	
Wells Fargo-Gas Tax	N/A	839,655.12	112,385.08	-	-	-	952,040.20	
Wells Fargo- Payroll Acct	N/A	(79,786.02)	(136,808.77)				- (216,594.79)	
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00	
Total Cash on Hand		**11,901,524.87**	**(1,283,704.21)**	**-**	**-**	**-**	**10,617,820.66**	
INVESTMENTS								
State of California - LAIF	2.17%	19,125,371.51		-	-	-	19,125,371.51	
Investment Management Acct	1.47%	35,631,226.64		335,369.33	-	-	35,966,595.97	
Total Investments		**54,756,598.15**	**-**	**335,369.33**	**-**	**-**	**55,091,967.48**	
CASH WITH FISCAL AGENT								
US Bank	varies	6,648,863.33	49,795.51	6,099.29	(501,918.75)	(1,965,000.00)	4,237,839.38	①
Wells Fargo Bank, N.A.	5.83%	666.71	-	2.75	-	-	669.46	②
Wilmington Trust, N. A.	0.03%	2,936,571.24	(157,954.41)	4,627.93	-	-	2,783,244.76	③
Total Cash with Fiscal Agent		**9,586,101.28**	**(108,158.90)**	**10,729.97**	**(501,918.75)**	**(1,965,000.00)**	**7,021,753.60**	
Grand Total		**76,244,224.30**	**(1,391,863.11)**	**346,099.30**	**(501,918.75)**	**(1,965,000.00)**	**72,731,541.74**	

Completed By: ***Lourdes Marrón-Accountant***

Reviewed By: ***Ruben Ramirez- Controller***

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of September 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2024
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	1.27	589.73	1,082.52	-	-	1,673.52
A/C #: 6712104702 Interest Account	0.00%	132,306.25	(112.70)	112.70	(132,306.25)	-	-
A/C #: 6712104703 Principal Account	0.00%	560,000.00	(477.03)	477.03		(560,000.00)	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	1,417.00	(1,417.00)	6.24	-	-	6.24
A/C #: 6712148602 Interest Account	0.00%	-	51,212.51	-	-	-	51,212.51
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0100%	27,765.19		122.35	-	-	27,887.54

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of September 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2024	
COACHELLA SUCCESSOR AGENCY								
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013								
A/C #: 6712071401 Interest Account	0.00%	0.35	311.97	572.51	-	-	884.83	
A/C #: 6712071402 Interest Account	0.00%	36,231.25	(30.86)	30.86	(36,231.25)	-	-	
A/C #: 6712071403 Principal Account	0.00%	330,000.00	(281.11)	281.11	-	(330,000.00)	-	
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50	
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B								
A/C #: 6712160601 Debt Service	0.00%	6.08	1,199.72	2,203.79	-	-	3,409.59	
A/C #: 6712160602 Interest Account	0.00%	333,381.25	(283.99)	283.99	(333,381.25)	-	-	
A/C #: 6712160603 Principal Account	0.00%	1,075,000.00	(915.73)	915.73	-	(1,075,000.00)	-	
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46	
COACHELLA LEASE BONDS 2016								
A/C #: 6712179801 Payment Account	0.0000%	2,484.97	-	10.46	-	-	2,495.43	
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)	
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-	
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26	
TOTAL US BANK OF CALIFORNIA		**6,648,863.33**	**49,795.51**	**6,099.29**	**(501,918.75)**	**(1,965,000.00)**	**4,237,839.38**	①
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2019								
A/C #: 83925300 Debt Service Fund	0.0000%	0.66	-	-	-	-	0.66	
A/C #: 83925301 Interest Account	0.0000%	193.25	-	0.80	-	-	194.05	
A/C #: 83925302 Principal Account	0.0000%	472.80	-	1.95	-		474.75	
TOTAL WELLS FARGO BANK, N.A.		**666.71**	**-**	**2.75**	**-**	**-**	**669.46**	②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of September 30, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2024	
WILMINGTON TRUST, N. A.								
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS								
A/C #: 144613-000 Revenue Account	0.03%	2,397.45	-	8.73	-	-	2,406.18	
A/C #: 144613-001 Interest Account	0.03%	0.01	-	-	-	-	0.01	
A/C #: 144613-002 Principal Account	0.00%	587.76	-	2.13		-	589.89	
CITY OF COACHELLA 2022A BOND FUND								
A/C #: 154278-000 Bond Fund	1.76%	10,704.59	4,861.04	59.07	-	-	15,624.70	
A/C #: 154278-001 Interest Account	0.00%	-	-		-	-	-	
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 154278-004 Project FD Account	1.76%	1,162,979.41	(4,861.04)	4,547.81	-	-	1,162,666.18	
CITY OF COACHELLA 2022B BOND FUND								
A/C #: 155657-000 Bond Fund	1.76%	2,438.30	-	10.19	-	-	2,448.49	
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-	
CITY OF COACHELLA BOFA 2023 ESCROW								
A/C #: 166682-000 Bond Fund		1,757,463.72	(157,954.41)				1,599,509.31	
TOTAL WILMINGTGON TRUST BANK, N.A.		**2,936,571.24**	**(157,954.41)**	**4,627.93**	**-**	**-**	**2,783,244.76**	③
TOTAL CASH WITH FISCAL AGENT		**9,586,101.28**	**(108,158.90)**	**10,729.97**	**(501,918.75)**	**(1,965,000.00)**	**7,021,753.60**	

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	405,000.00	AA+	Aaa	08/02/21	08/06/21	400,475.39	0.53	86.71	403,983.03	391,334.49
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.88	321.13	1,465,705.20	1,449,387.00
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	3.16	458,102.25	443,382.50
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	366.17	345,095.32	336,464.80
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	428.94	407,692.61	394,144.48
US TREASURY N/B DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	264.65	208,474.73	201,673.92
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	180.06	188,811.85	182,028.93
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	331.69	349,463.86	335,316.45
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	101.09	154,838.08	152,918.72
US TREASURY N/B DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	1,127.75	262,249.78	251,135.22
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	170.58	268,487.64	258,050.34
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	300.10	472,336.26	453,977.45
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	833.97	1,295,237.10	1,261,579.44
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	132.73	308,774.70	296,086.27

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	269.75	624,336.18	601,723.71
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	730.94	289,788.66	276,202.38
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	819.16	313,661.01	309,537.15
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	7.21	289,411.31	284,121.00
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	847.72	291,072.49	285,838.77
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	2,658.12	896,234.92	896,274.12
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	2,322.55	1,045,813.08	1,025,969.67
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	3,017.32	1,018,333.57	1,011,814.65
US TREASURY N/B DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	56.66	498,008.75	507,851.50
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	5,869.16	342,974.91	345,272.72
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	2,531.79	1,095,157.83	1,101,714.68
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	950,000.00	AA+	Aaa	02/07/23	02/08/23	818,818.36	3.82	1,200.41	862,184.79	865,872.75
US TREASURY N/B DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	48.80	489,645.95	490,765.87
US TREASURY N/B DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	19.75	533,644.41	531,133.83

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	6,151.63	418,602.57	418,769.40
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	6,737.50	460,609.50	458,652.20
US TREASURY N/B DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	6,456.66	528,451.79	530,600.49
US TREASURY N/B DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	555.98	54,317.40	55,799.21
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	7,712.70	514,184.64	530,061.36
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	505,000.00	AA+	Aaa	07/02/24	07/03/24	502,139.65	4.38	5,423.95	502,267.56	519,459.67
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	170,000.00	AA+	Aaa	08/01/24	08/02/24	171,182.03	3.85	1,145.65	171,147.10	173,121.03
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	850,000.00	AA+	Aaa	09/04/24	09/05/24	851,759.77	3.58	2,638.64	851,739.95	852,058.70
Security Type Sub-Total		**19,155,000.00**					**18,237,975.78**	**2.77**	**61,870.78**	**18,680,840.78**	**18,480,094.87**
Municipal Bond / Note											
MISSISSIPPI ST-A-TXBL DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	470.83	200,000.00	199,308.20
OR ST DEPT TRANSPRTN DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	288.66	135,000.00	134,284.23
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	125.80	40,044.26	39,044.84
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	345.95	110,000.00	107,373.31
NJ TPK AUTH -B-TXBL DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	104.70	40,000.00	38,538.20

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
Security Type Sub-Total		**525,000.00**					**525,282.80**	**0.79**	**1,335.94**	**525,044.26**	**518,548.78**
Federal Agency Commercial Mortgage-Backed Security											
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	98,136.22	AA+	Aaa	03/19/20	03/25/20	102,997.02	1.91	250.41	98,374.99	97,575.07
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	235,444.25	AA+	Aaa	05/19/23	05/24/23	228,196.97	4.29	656.69	230,995.88	231,873.74
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.94	967.20	345,925.70	353,969.64
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.93	554.01	196,842.46	201,237.23
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	4.97	831.20	305,236.44	313,006.40
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	313,990.60	AA+	Aaa	09/20/23	09/28/23	309,063.15	5.19	1,255.96	309,983.11	320,268.21
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	168,321.11	AA+	Aaa	09/07/23	09/14/23	165,803.88	5.01	652.24	166,313.15	171,543.28
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	272,780.37	AA+	Aaa	07/19/23	07/27/23	272,773.54	4.78	1,085.89	272,775.18	277,059.75
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,457.89	333,373.63
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BODE6	329,667.33	AA+	Aaa	07/18/23	07/31/23	324,078.43	4.58	1,151.09	325,386.87	330,867.32
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	186,802.05	AA+	Aaa	09/19/23	09/28/23	186,801.11	5.27	820.68	186,801.40	192,331.21
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,931.02	347,059.42

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.25	1,362.75	338,762.70	353,671.57
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	252,985.15	267,339.02
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,673.70	343,618.21
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,670.93	139,861.08
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,536.32	195,467.25
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.79	729.17	176,402.19	180,960.68
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,697.40	199,828.01
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,715.71	198,666.39
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,440.64	257,649.84
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.67	1,361.06	313,221.79	319,786.40
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.79	1,530.00	348,145.78	357,154.70
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.79	1,551.82	349,138.83	357,813.28
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,742.94	203,519.75
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	290,000.00	AA+	Aaa	07/16/24	07/25/24	291,780.89	4.58	1,140.67	291,748.12	297,800.13

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	340,000.00	350,046.66
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	315,000.00	AA+	Aaa	08/07/24	08/15/24	317,946.51	4.33	1,192.54	317,878.60	321,264.40
Security Type Sub-Total		**7,355,141.93**					**7,309,718.05**	**4.81**	**28,262.32**	**7,325,784.89**	**7,514,612.27**
Federal Agency Bond / Note											
FREDDIE MAC (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	512.50	199,920.51	195,492.00
FREDDIE MAC (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	3,712.50	999,878.66	998,098.00
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	23.75	284,832.06	275,142.42
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	370.00	184,853.89	178,024.21
Security Type Sub-Total		**1,670,000.00**					**1,667,479.85**	**2.69**	**4,618.75**	**1,669,485.12**	**1,646,756.63**
Corporate Note											
NOVARTIS CAPITAL CORP (CALLABLE) DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	Aa3	05/06/20	05/08/20	305,504.95	0.98	673.99	295,641.76	291,970.06
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	80,000.00	AA	A1	04/11/22	04/13/22	79,872.80	3.06	1,120.00	79,977.39	79,353.60
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,814.06	136,543.61	134,153.55
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A	A2	06/17/21	06/21/21	71,282.88	0.98	207.00	71,817.77	69,337.73
BANK OF AMERICA CORP (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	3,701.72	220,000.00	218,236.26

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	1,155.09	174,016.21	179,669.35
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	102.92	24,980.45	24,010.45
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	514.58	124,964.78	120,052.25
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	740.28	200,292.83	191,458.60
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.66	1,110.42	289,722.04	287,187.90
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	1,290.00	344,350.90	346,034.52
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	1,812.07	246,533.55	249,030.34
HOME DEPOT INC (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	462.78	337,410.11	340,012.05
JPMORGAN CHASE & CO (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	378.61	116,797.82	121,194.38
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	50,000.00	A-	A1	08/08/24	08/09/24	51,033.50	4.95	1,230.26	50,981.90	51,538.35
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	110,000.00	A-	A1	06/03/24	06/04/24	110,733.70	5.38	2,706.58	110,656.61	113,384.37
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	1,217.56	114,870.25	118,754.64
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	1,429.31	136,390.53	139,407.62
TOYOTA MOTOR CREDIT CORP DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	320.83	109,845.21	114,546.19

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	37.07	117,034.31	121,662.18
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	128.96	400,000.00	423,172.80
STATE STREET CORP (CALLABLE) DTD 08/20/2024 4.530% 02/20/2029	857477CN1	165,000.00	A	A1	08/14/24	08/20/24	165,000.00	4.53	851.26	165,000.00	166,594.40
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	66.58	29,951.15	30,839.55
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	776.81	348,516.30	359,794.75
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	2,950.00	276,752.83	287,284.50
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	07/15/24	07/17/24	164,744.25	4.53	1,526.25	164,754.41	169,732.70
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	25,000.00	A+	A1	08/06/24	08/09/24	24,949.25	4.60	164.31	24,950.58	25,402.33
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	55,000.00	A+	A1	08/07/24	08/09/24	54,936.75	4.58	361.47	54,938.62	55,885.12
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	60,000.00	A+	A1	08/08/24	08/09/24	59,753.40	4.64	394.33	59,759.96	60,965.58
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	60,000.00	A+	A1	08/12/24	08/14/24	59,868.60	4.25	329.00	59,871.92	60,540.84
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	200,000.00	A+	A1	08/13/24	08/14/24	200,292.00	4.17	1,096.67	200,285.50	201,802.80
Security Type Sub-Total		**5,167,000.00**					**5,067,653.83**	**4.08**	**30,670.77**	**5,087,609.30**	**5,153,009.76**
Certificate of Deposit											
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	3,393.72	325,000.00	333,648.90

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of October 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2024	
CASH ON HAND								
Wells Fargo-General Checking	N/A	6,950,685.47	(449,822.44)	-	-	-	6,500,863.03	
Sweep Account	4.966%	1,584,386.16	(1,584,386.16)				-	
Wells Fargo-Road Maintenance	N/A	1,340,303.62	253,541.94		-	-	1,593,845.56	
Wells Fargo-Gas Tax	N/A	952,040.20	(309,764.72)	-	-	-	642,275.48	
Wells Fargo- Payroll Acct	N/A	(216,594.79)	197,988.72				- (18,606.07)	
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00	
Total Cash on Hand		**10,617,820.66**	**(1,892,442.66)**	**-**	**-**	**-**	**8,725,378.00**	
INVESTMENTS								
State of California - LAIF	2.17%	19,125,371.51		226,806.61	-	-	19,352,178.12	
Investment Management Acct	1.47%	35,966,595.97		(385,784.01)	-	-	35,580,811.96	
Total Investments		**55,091,967.48**	**-**	**(158,977.40)**	**-**	**-**	**54,932,990.08**	
CASH WITH FISCAL AGENT								
US Bank	varies	4,237,839.38	-	988.81	(51,212.51)	-	4,187,615.68	①
Wells Fargo Bank, N.A.	5.83%	669.46	-	2.59	-	-	672.05	②
Wilmington Trust, N. A.	0.03%	2,783,244.76	-	4,555.91	-	-	2,787,800.67	③
Total Cash with Fiscal Agent		**7,021,753.60**	**-**	**5,547.31**	**(51,212.51)**	**-**	**6,976,088.40**	
Grand Total		**72,731,541.74**	**(1,892,442.66)**	**(153,430.09)**	**(51,212.51)**	**-**	**70,634,456.48**	

Completed By: ***Lourdes Marrón-Accountant***

Reviewed By: ***Ruben Ramirez- Controller***

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of October 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2024
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	1,673.52	196.48	6.35	-	-	1,876.35
A/C #: 6712104702 Interest Account	0.00%	-	(37.55)	37.55	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	(158.93)	158.93	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	6.24	47.46	93.67	-	-	147.37
A/C #: 6712148602 Interest Account	0.00%	51,212.51	(47.46)	47.46	(51,212.51)	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0100%	27,887.54		115.10	-	-	28,002.64

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of October 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2024	
COACHELLA SUCCESSOR AGENCY								
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013								
A/C #: 6712071401 Interest Account	0.00%	884.83	103.93	3.36	-	-	992.12	
A/C #: 6712071402 Interest Account	0.00%	-	(10.28)	10.28	-	-	-	
A/C #: 6712071403 Principal Account	0.00%	-	(93.65)	93.65	-	-	-	
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50	
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B								
A/C #: 6712160601 Debt Service	0.00%	3,409.59	399.70	12.94	-	-	3,822.23	
A/C #: 6712160602 Interest Account	0.00%	-	(94.61)	94.61	-	-	-	
A/C #: 6712160603 Principal Account	0.00%	-	(305.09)	305.09	-	-	-	
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46	
COACHELLA LEASE BONDS 2016								
A/C #: 6712179801 Payment Account	0.0000%	2,495.43	-	9.82	-	-	2,505.25	
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)	
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-	
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26	
TOTAL US BANK OF CALIFORNIA		**4,237,839.38**	**-**	**988.81**	**(51,212.51)**	**-**	**4,187,615.68**	①
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2019								
A/C #: 83925300 Debt Service Fund	0.0000%	0.66	-	-	-	-	0.66	
A/C #: 83925301 Interest Account	0.0000%	194.05	-	0.75	-	-	194.80	
A/C #: 83925302 Principal Account	0.0000%	474.75	-	1.84	-		476.59	
TOTAL WELLS FARGO BANK, N.A.		**669.46**	**-**	**2.59**	**-**	**-**	**672.05**	②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of October 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2024	
WILMINGTON TRUST, N. A.								
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS								
A/C #: 144613-000 Revenue Account	0.03%	2,406.18	-	9.30	-	-	2,415.48	
A/C #: 144613-001 Interest Account	0.03%	0.01	-	-	-	-	0.01	
A/C #: 144613-002 Principal Account	0.00%	589.89	-	2.17		-	592.06	
CITY OF COACHELLA 2022A BOND FUND								
A/C #: 154278-000 Bond Fund	1.76%	15,624.70	4,547.81	77.07	-	-	20,249.58	
A/C #: 154278-001 Interest Account	0.00%	-	-		-	-	-	
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 154278-004 Project FD Account	1.76%	1,162,666.18	(4,547.81)	4,458.01	-	-	1,162,576.38	
CITY OF COACHELLA 2022B BOND FUND								
A/C #: 155657-000 Bond Fund	1.76%	2,448.49	-	9.36	-	-	2,457.85	
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-	
CITY OF COACHELLA BOFA 2023 ESCROW								
A/C #: 166682-000 Bond Fund		1,599,509.31	-				1,599,509.31	
TOTAL WILMINGTGON TRUST BANK, N.A.		**2,783,244.76**	**-**	**4,555.91**	**-**	**-**	**2,787,800.67**	③
TOTAL CASH WITH FISCAL AGENT		**7,021,753.60**	**-**	**5,547.31**	**(51,212.51)**	**-**	**6,976,088.40**	

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	505,000.00	AA+	Aaa	07/06/22	07/07/22	465,211.52	2.88	216.23	494,525.71	488,058.77
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	101.10	458,263.87	443,253.24
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	2.42	345,480.24	336,161.35
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	2.83	407,873.69	393,789.01
US TREASURY N/B DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	331.35	208,585.99	201,312.93
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	240.08	188,892.62	181,643.04
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	442.26	349,500.31	334,605.60
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	151.63	155,166.67	152,512.48
US TREASURY N/B DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	1,691.63	261,788.30	249,979.82
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	255.88	268,583.91	257,364.81
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	450.15	472,505.82	452,771.43
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	1,250.95	1,296,813.38	1,258,227.96
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	265.47	308,848.46	295,032.89
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	539.50	624,677.11	599,582.97

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	915.16	289,799.45	274,752.38
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	1,025.61	314,240.11	307,912.15
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	230.77	289,861.59	282,000.00
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	1,406.86	291,212.92	282,819.75
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	4,411.35	897,263.43	886,807.68
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	15.33	1,047,927.63	1,014,912.96
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	5,007.47	1,019,270.27	997,951.50
US TREASURY N/B DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	1,813.19	498,065.17	499,941.50
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	38.74	342,892.94	339,880.32
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	16.71	1,098,322.37	1,086,731.25
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	950,000.00	AA+	Aaa	02/07/23	02/08/23	818,818.36	3.82	1,800.61	864,421.66	852,328.60
US TREASURY N/B DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	1,561.54	489,654.55	481,922.84
US TREASURY N/B DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	631.87	534,648.35	522,216.73
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	40.61	418,635.71	411,107.76

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	44.48	460,595.04	450,260.88
US TREASURY N/B DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	8,083.95	528,487.66	520,683.66
US TREASURY N/B DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	741.30	54,332.87	54,709.99
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	9,656.56	514,116.17	517,231.80
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	505,000.00	AA+	Aaa	07/02/24	07/03/24	502,139.65	4.38	7,231.93	502,311.24	506,755.89
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	170,000.00	AA+	Aaa	08/01/24	08/02/24	171,182.03	3.85	1,718.48	171,128.82	168,824.62
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	850,000.00	AA+	Aaa	09/04/24	09/05/24	851,759.77	3.58	5,277.28	851,712.03	830,542.65
US TREASURY N/B DTD 09/30/2024 3.500% 09/30/2029	91282CLN9	1,575,000.00	AA+	Aaa	10/01/24	10/02/24	1,573,031.25	3.53	4,846.15	1,573,062.41	1,529,350.20
Security Type Sub-Total		**19,330,000.00**					**18,493,926.75**	**2.87**	**62,457.43**	**18,893,468.47**	**18,463,941.41**
Municipal Bond / Note											
MISSISSIPPI ST-A-TXBL DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	565.00	200,000.00	200,000.00
OR ST DEPT TRANSPRTN DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	352.34	135,000.00	134,779.95
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	167.73	40,039.35	39,030.92
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	461.27	110,000.00	107,335.03
NJ TPK AUTH -B-TXBL DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	139.60	40,000.00	38,449.68

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
Security Type Sub-Total		**525,000.00**					**525,282.80**	**0.78**	**1,685.94**	**525,039.35**	**519,595.58**
Federal Agency Commercial Mortgage-Backed Security											
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	87,254.51	AA+	Aaa	03/19/20	03/25/20	91,576.33	1.91	222.64	87,390.99	86,872.78
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	234,957.29	AA+	Aaa	05/19/23	05/24/23	227,725.00	4.29	655.34	230,690.18	229,331.00
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.94	967.20	346,398.00	349,851.60
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.93	554.01	197,107.31	198,876.04
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	4.97	831.20	305,686.55	309,288.00
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	312,724.14	AA+	Aaa	09/20/23	09/28/23	307,816.57	5.19	1,250.90	308,817.48	313,870.59
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	168,167.18	AA+	Aaa	09/07/23	09/14/23	165,652.24	5.01	651.65	166,202.68	168,449.70
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	272,567.76	AA+	Aaa	07/19/23	07/27/23	272,560.93	4.78	1,085.05	272,562.68	272,983.70
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,403.03	327,024.10
FNA 2023-M6 A2 DTD 07/01/2023 4.181% 07/01/2028	3136BODE6	329,665.24	AA+	Aaa	07/18/23	07/31/23	324,076.38	4.58	1,148.66	325,478.27	324,495.43
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	179,579.33	AA+	Aaa	09/19/23	09/28/23	179,578.43	5.27	788.95	179,578.71	181,912.79
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	336,009.59	340,319.26

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.25	1,362.75	338,882.52	346,724.66
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	253,115.86	261,874.34
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,736.35	336,807.66
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,676.98	137,011.64
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,544.88	191,534.44
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.79	729.17	176,376.80	177,225.48
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,667.14	195,608.01
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,685.02	194,675.13
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,346.37	251,988.87
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.67	1,361.06	313,078.82	313,217.01
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.79	1,530.00	348,004.50	349,472.40
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.79	1,551.82	348,980.34	351,062.92
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,730.67	198,935.10
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	290,000.00	AA+	Aaa	07/16/24	07/25/24	291,780.89	4.58	1,140.67	291,720.06	291,104.61

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	340,000.00	342,090.66
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	315,000.00	AA+	Aaa	08/07/24	08/15/24	317,946.51	4.33	1,192.54	317,833.90	313,810.88
Security Type Sub-Total		**7,334,915.46**					**7,288,989.83**	**4.81**	**28,192.55**	**7,306,705.68**	**7,356,418.80**
Federal Agency Bond / Note											
FREDDIE MAC (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	637.50	199,930.58	195,885.80
FREDDIE MAC (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	7,087.50	999,889.79	996,807.00
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	112.81	284,846.37	275,156.39
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	447.08	184,864.96	178,081.00
Security Type Sub-Total		**1,670,000.00**					**1,667,479.85**	**2.69**	**8,284.89**	**1,669,531.70**	**1,645,930.19**
Corporate Note											
NOVARTIS CAPITAL CORP (CALLABLE) DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	Aa3	05/06/20	05/08/20	305,504.95	0.98	1,104.20	295,454.84	292,508.73
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	80,000.00	AA	A1	04/11/22	04/13/22	79,872.80	3.06	120.00	79,980.92	79,443.60
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	2,235.94	136,215.18	134,239.81
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A	A2	06/17/21	06/21/21	71,282.88	0.98	252.00	71,831.37	69,281.78
BANK OF AMERICA CORP (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	599.72	220,000.00	218,453.18

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	1,960.96	174,059.81	178,076.15
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	143.54	24,981.16	23,748.23
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	717.71	124,966.06	118,741.13
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	1,081.94	200,281.89	189,958.60
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.66	1,622.92	290,091.31	284,937.90
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	1,935.00	344,909.80	343,081.08
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	102.57	246,972.19	248,146.86
HOME DEPOT INC (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	1,279.44	337,765.43	335,323.80
JPMORGAN CHASE & CO (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	685.59	116,999.01	120,065.75
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	50,000.00	A-	A1	08/08/24	08/09/24	51,033.50	4.95	69.64	50,951.84	50,897.25
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	110,000.00	A-	A1	06/03/24	06/04/24	110,733.70	5.38	153.20	110,636.66	111,973.95
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	1,691.94	114,873.11	116,572.40
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	1,986.19	136,359.93	136,845.86
TOYOTA MOTOR CREDIT CORP DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	802.08	109,848.19	112,435.95

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	593.20	116,994.76	119,469.59
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	2,063.29	400,000.00	415,546.40
STATE STREET CORP (CALLABLE) DTD 08/20/2024 4.530% 02/20/2029	857477CN1	165,000.00	A	A1	08/14/24	08/20/24	165,000.00	4.53	1,474.14	165,000.00	163,902.75
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	184.08	29,951.98	30,202.11
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	2,147.64	348,541.48	352,357.95
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	3,687.50	277,122.12	281,175.60
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	07/15/24	07/17/24	164,744.25	4.53	2,145.00	164,758.25	165,596.81
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	25,000.00	A+	A1	08/06/24	08/09/24	24,949.25	4.60	259.10	24,951.34	24,825.90
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	55,000.00	A+	A1	08/07/24	08/09/24	54,936.75	4.58	570.01	54,939.56	54,616.98
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	60,000.00	A+	A1	08/08/24	08/09/24	59,753.40	4.64	621.83	59,763.65	59,582.16
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	60,000.00	A+	A1	08/12/24	08/14/24	59,868.60	4.25	539.00	59,873.91	59,291.10
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	200,000.00	A+	A1	08/13/24	08/14/24	200,292.00	4.17	1,796.67	200,281.07	197,637.00
Security Type Sub-Total		**5,167,000.00**					**5,067,653.83**	**4.07**	**34,626.04**	**5,089,356.82**	**5,088,936.36**
Certificate of Deposit											
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	4,769.56	325,000.00	332,143.83

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
Security Type Sub-Total		**325,000.00**					**325,000.00**	**5.08**	**4,769.56**	**325,000.00**	**332,143.83**
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	325,000.00	A+	Aa3	05/30/24	05/31/24	325,685.75	5.45	7,503.02	325,554.81	330,641.02
Security Type Sub-Total		**325,000.00**					**325,685.75**	**5.45**	**7,503.02**	**325,554.81**	**330,641.02**
Asset-Backed Security											
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	10,137.39	AAA	Aaa	09/21/21	09/27/21	10,136.58	0.43	1.94	10,137.16	10,067.89
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	2,094.68	AAA	NR	04/13/21	04/21/21	2,094.23	0.52	0.48	2,094.56	2,090.73
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	6,702.89	AAA	NR	11/09/21	11/17/21	6,701.39	0.75	2.20	6,702.38	6,651.75
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,967.44	217,064.43
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,989.11	65,470.80
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,994.46	66,036.36
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,988.91	237,596.52
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,940.42	273,207.33
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.24	639.22	274,863.42	278,468.30
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,989.89	96,554.68

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,986.85	121,132.80
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,993.99	35,179.72
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.60	623.56	304,960.40	305,541.68
Security Type Sub-Total		**1,698,934.96**					**1,698,682.36**	**5.13**	**3,763.56**	**1,698,608.99**	**1,715,062.99**
Managed Account Sub-Total		**36,375,850.42**					**35,392,701.17**	**3.56**	**151,282.99**	**35,833,265.82**	**35,452,670.18**
Securities Sub-Total		**$36,375,850.42**					**$35,392,701.17**	**3.56%**	**$151,282.99**	**$35,833,265.82**	**$35,452,670.18**
Accrued Interest											**$151,282.99**
Total Investments											**$35,603,953.17**

City of Coachella Building Activity Report
OCTOBER 2024

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	14	27	6	184	221
Misc. Building Permits	21	25	40	297	435
Residential Additions/Ga	9	10	4	65	110
Single Family Dwellings	10	29	7	68	110
Commercial Bldgs.	0	0	0	2	2
Commercial Ten. Improv	0	0	2	0	11
Multi- Family Units	0	0	0	0	108
Plan Check	0	0	0	0	0
TOTALS	54	91	59	621	964
Revenue Fees					
Building Fees	$36,812.50	$86,287.50	$37,730.00	$368,033.00	$485,945.02
Dev. Impact Fees	$156,153.14	$412,242.06	$115,470.14	$992,774.90	$2,631,791.86
Sewer &Water Fees	$86,721.80	$251,493.22	$60,705.26	$635,354.53	$1,555,693.75
Misc. (TUMF, MSF, FIRE)	$27,400.00	$79,460.00	$17,850.00	$343,440.68	$326,793.92
Plan Check	$10,334.00	$19,098.25	$15,611.50	$144,420.75	$168,768.58
Cert of Occupancy	$2,560.00	$7,424.00	$1,792.00	$17,664.00	$56,576.00
SB1473	$133.00	$390.00	$204.00	$1,976.00	$2,932.60
TOTALS	$320,114.44	$856,395.03	$249,362.90	$2,503,664.46	$5,228,501.73
1% Construction Tax	$15,988.80	$74,594.10	$26,890.50	$195,227.90	$444,030.38
Strong Motion Instr.	$363.47	$1,125.35	$616.30	$5,955.01	$10,877.73
TOTALS	$16,352.27	$75,719.45	$27,506.80	$201,182.91	$454,908.11
Valuations	$2,764,627.00	$8,980,012.00	$24,650,429.00	$42,245,919.71	$102,955,370.95
Inspections					
General	332	264	NO INFO	3082	NO INFO
Final Single Family	3	0	NO INFO	77	NO INFO
Final Multi Family	0	0	NO INFO	1	NO INFO
Final Commercial	0	1	NO INFO	16	NO INFO
Final Miscellaneous	24	24	NO INFO	356	NO INFO
Final Solar	11	12	NO INFO	120	NO INFO
Code Enforcement Insp.	0	1	NO INFO	73	NO INFO
TOTALS	370	302		3725	

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9609

Submitted by:

Rosa Vasquez
Development Services Technician

City of Coachella Building Activity Report
NOVEMBER 2024

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	58	14	40	242	261
Misc. Building Permits	32	21	29	329	464
Residential Additions/Ga	1	9	5	66	115
Single Family Dwellings	20	10	5	88	115
Commercial Bldgs.	0	0	0	2	2
Commercial Ten. Improv	0	0	3	0	14
Multi- Family Units	0	0	0	0	108
Plan Check	0	0	0	0	0
TOTALS	111	54	82	732	1046
Revenue Fees					
Building Fees	$70,196.00	$36,812.50	$45,496.40	$438,229.00	$531,441.42
Dev. Impact Fees	$269,858.58	$156,153.14	$82,015.92	$1,262,633.48	$2,713,807.78
Sewer &Water Fees	$226,060.40	$86,721.80	$43,538.49	$861,414.93	$1,599,232.24
Misc. (TUMF, MSF, FIRE)	$54,800.00	$27,400.00	$12,750.00	$398,240.68	$339,543.92
Plan Check	$21,553.00	$10,334.00	$19,168.36	$165,973.75	$187,936.94
Cert of Occupancy	$5,120.00	$2,560.00	$1,280.00	$22,784.00	$57,856.00
SB1473	$358.00	$133.00	$299.00	$2,334.00	$3,231.60
TOTALS	$647,945.98	$320,114.44	$204,548.17	$3,151,610.44	$5,433,049.90
1% Construction Tax	$62,855.00	$15,988.80	$17,356.30	$258,082.90	$461,386.68
Strong Motion Instr.	$974.90	$363.47	$1,385.96	$6,929.91	$12,263.69
TOTALS	$63,829.90	$16,352.27	$18,742.26	$265,012.81	$473,650.37
Valuations	$7,690,485.50	$2,764,627.00	$6,478,766.00	$49,936,405.21	$109,434,136.95
Inspections					
General	281	332	NO INFO	3363	NO INFO
Final Single Family	0	3	NO INFO	77	NO INFO
Final Multi Family	0	0	NO INFO	1	NO INFO
Final Commercial	0	0	NO INFO	16	NO INFO
Final Miscellaneous	21	24	NO INFO	377	NO INFO
Final Solar	16	11	NO INFO	136	NO INFO
Code Enforcement Insp.	0	0	NO INFO	73	NO INFO
TOTALS	318	370		4043	

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9629

Submitted by:

Rosa Vasquez
Development Services Technician

City of Coachella Building Activity Report
DECEMBER 2024

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	8	58	25	250	286
Misc. Building Permits	19	32	24	348	488
Residential Additions/Ga	13	1	4	79	119
Single Family Dwellings	8	20	0	96	115
Commercial Bldgs.	0	0	0	2	2
Commercial Ten. Improv	0	0	0	0	14
Multi- Family Units	0	0	0	0	108
Plan Check	0	0	0	0	0
TOTALS	48	111	53	780	1099
Revenue Fees					
Building Fees	$30,111.00	$70,196.00	$12,900.00	$468,340.00	$544,341.42
Dev. Impact Fees	$107,747.46	$269,858.58	$0.00	$1,370,380.94	$2,713,807.78
Sewer &Water Fees	$90,424.16	$226,060.40	$0.00	$951,839.09	$1,599,232.24
Misc. (TUMF, MSF, FIRE)	$21,920.00	$54,800.00	$0.00	$420,160.68	$339,543.92
Plan Check	$10,002.00	$21,553.00	$7,578.00	$175,975.75	$195,514.94
Cert of Occupancy	$2,048.00	$5,120.00	$0.00	$24,832.00	$57,856.00
SB1473	$155.40	$358.00	$58.00	$2,489.40	$3,289.60
TOTALS	$262,408.02	$647,945.98	$20,536.00	$3,414,018.46	$5,453,585.90
1% Construction Tax	$24,358.10	$62,855.00	$0.00	$282,441.00	$461,386.68
Strong Motion Instr.	$429.58	$974.90	$94.24	$7,359.49	$12,357.93
TOTALS	$24,787.68	$63,829.90	$94.24	$289,800.49	$473,744.61
Valuations	$3,309,311.00	$7,690,485.50	$731,102.00	$53,245,716.21	$110,165,238.95
Inspections					
General	242	281	NO INFO	3605	NO INFO
Final Single Family	1	0	NO INFO	78	NO INFO
Final Multi Family	0	0	NO INFO	1	NO INFO
Final Commercial	0	0	NO INFO	16	NO INFO
Final Miscellaneous	17	21	NO INFO	394	NO INFO
Final Solar	29	16	NO INFO	165	NO INFO
Code Enforcement Insp.	0	0	NO INFO	73	NO INFO
TOTALS	290	318		4333	

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9637

Submitted by:

Rosa Vasquez
Development Services Technician

CITY OF COACHELLA 53-990 ENTERPRISE WAY COACHELLA, CA 92236

CODE ENFORCEMENT, ABANDONED VEHICLE ABATEMENT, GRAFFITI, PARK RANGERS & ANIMAL CONTROL

QUARTERLY REPORT

Oct 1, 2024 to Dec. 31, 2024

Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 10/01/2024 To 12/31/2024	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	**102**	**38**	**64**

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	3	0	3
10.08.060 - Working on parked vehicles	2	1	1
10.20.010(18) Abandoned/Inoperable/Dismantled vehicle(s).	11	11	0
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	1	0	1
12.42.030 - Unlawful camping.	10	4	6
12.42.040 - Storage of personal property on public property.	1	1	0
12.50.100 Penalties. (B) Vending without a sidewalk vending permit	1	1	0
13.03.044 Wasting water prohibited.	4	1	3
13.03.208 - Access to water meter.	0	0	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	4	0	4
15.44.010 Building Numbering/Required	0	0	0
15.60.010 Building Permit Required	10	0	10
15.60.050 - Substandard buildings and housing.	3	1	2
15.66.010 Seizmic Hazard Mitiagtion	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	3	3	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	10	3	7
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	0	0	0
17.56.010(J)(2)(B) - Signs	1	0	1

17.58.010 - Home occupations	2	1	1
17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	1	1	0
17.60.010 - Property development standards. (Fence)	4	1	3
17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0
17.60.010(3)(e) Development Standards	0	0	0
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	1	0	1
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	0	0	0
3.10.010 (D)(12) Abandon or Vacated Building/Structure	0	0	0
3.10.010 (D)(13) Offensive Odors	0	0	0
3.10.010 (D)(15) Hazardous Substances and Waste	0	0	0
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	8	4	4
3.10.010 (D)(24) Disruptive Activities	1	0	1
3.10.010 (D)(25) Land Use Entitlements.	0	0	0
3.10.010 (D)(3) Weeds	0	0	0
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	1	0	1
3.10.010 (D)(38) - Maintenance and abatement of nuisances.	0	0	0
3.10.010 (D)(4) - Trees and Shrubs	5	1	4
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	12	3	9
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	0	0	0

3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	2	0	2
3.10.010(D)(16)-Visibility Hazard.	0	0	0
3.10.010(D)(19)-Visual Blight	6	3	3
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	1	0	1
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	1	0	1
3.10.010(D)(7) Occupied Vehicles	4	3	1
3.16.090 - Failure to comply with notice of violation.	6	1	5
5.48.030 - Nonconforming signs	1	0	1
5.48.090 - Permits for outdoor advertising signs.	1	0	1
5.80.100 - Operational requirements and performance standards established. (Short Term Rentals)	0	0	0
7.04.040 - Prohibited noise generally.	1	0	1
8.20.040(C)Dust Control requirements	2	0	2
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	0	0	0
8.48.030 (B)Graffiti Prohibted	4	3	1

8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0
8.60.050 - Abandoned Property Maintenance requirements.	0	0	0
8.60.060 - Security requirements	1	0	1
8.64.050 - Vacant Property Maintenance Requirements	1	0	1
Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
Business License Required	2	1	1
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
CFC 10.206(a)-(b) Obstruction	1	1	0
CFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
CFC 10.207(1)-Fire Apparatus Access Roads,(a) Red curb on signs	0	0	0
CFC 10.207-Fire Apparatus Access Roads.(b) Obstruction	0	0	0
CFC 10.208(a)-Premises Identification,	0	0	0
CFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
CFC 10.301(a)-Fire Extinguishers,(e) Commercial kitchen 40BC.	0	0	0
CFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
CFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	0	0	0
CFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
CFC 10.313(e)	0	0	0
CFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
CFC 10.401	0	0	0
CFC 10.401-Walls and Ceilings,(a) Holes sealed	0	0	0
CFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
CFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	0	0	0
CFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
CFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
CFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
CFC 12.103(a)-Exits,(d) Exit obstruction	0	0	0
CFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
CFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
CFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
CFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
CFC 74.107(a)	0	0	0
CFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0

CFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
CFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
CFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	1	0	1
CFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	0	0	0
CFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	1	1	0
CFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
CFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
CFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
CFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	7	2	5
Illegal Dumping	3	0	3
Illegal, Nonconform. Building or Structure(s)	1	0	1
Manner of Parking /Parallel Parking	0	0	0
Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	3	3	0
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	0	0	0
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	0	0	0
Prohibited Stopping, Standing or Parking/On a Crosswalk	0	0	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	2	0	2
Public Nuisances / Attractive Nuisances	2	1	1
Public Nuisances / Fire Hazard	2	1	1
Public Nuisances / Landscaping	3	1	2
Public Nuisances / Trees and Shrubs	3	0	3
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	1	0	1
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0

Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	3	3	0
Special Event/Sales Signs	3	3	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	2	1	1
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	1	0	1
UBC 3304(c)-"This Door To Remain Unlocked During Business Hours"	0	0	0
UBC 3313(b)-(f) Emergency lighting operable	0	0	0
UBC 3314(c)-(b) Illuminated EXIT sign operable	0	0	0
UBC 3315(b)-(c) 44' clear access aisle width to exits	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	6	1	5
Totals	**177**	**66**	**111**

Commercial Center Clean Up Updates:

Smart & Final	Compliance
Plaza del Sol	On-going
Auto Zone	Compliance
Walmart	Compliance
Family Dollar	On-going
Verde Valle Plaza	On-going
El Valle Auto	On-going
AM/PM	On-going
Food 4 Less	On-going
KFC	On-going
Family Furniture	On-going
Victory Liquor/Dollar Tree	Compliance
CVS Pharmacy	On-going
Center for Employment Training	Compliance
Valley Market	On-going
Formerly “Fresh n Easy”	On-going
Plaza de Oro	On-going
Silvia Chapa Shopping Center	On-going
Carl’s Jr	Compliance
La Mango	On-going

Graffiti Abatement Summary Report

Oct. 2024 to Dec. 2024

Paint Gallons Used	75
Paint Gallons Purchased	32
Graffiti Cover ups	270
Pressure washing Sq. Ft.	830
Mural Sealant	0

Park Ranger Summary Report

Oct 2024 to Dec 2024

	Unsheltered Contacts:	Park Vandalism:	Street Sweeper cites:	Park League Issues:
Oct	80	10	450	0
Nov	94	18	560	0
Dec	60	20	240	0

Riverside County Animal Control:

- No report provided

Prepared By:

Rene Rosales,

Code Enforcement Manager

COACHELLA CITY FIRE DEPARTMENT

QUARTERLY REPORT **OCTOBER – DECEMBER 2024**

INSIDE THIS ISSUE

1. Personnel Assignments
2. Response Reports
3. Administration Reports

ADMINISTRATION
1377 SIXTH STREET
COACHELLA, CA 92236
(760) 398-8895

1. Division Chief – Richard Tovar
2. Battalion Chief – Justin Karp
3. Battalion Chief – Warren Browett
4. Administrative Assistant – Marisa Duran

STATION 79
1377 SIXTH STREET
COACHELLA, CA 92236
(760) 398-8895

Engine 79

1. Fire Captain – Johnny Garcia
2. Fire Captain – Rodrigo Vega
3. Fire Captain – Anthony Rosales
4. Fire Apparatus Engineer – Tommy Lemus
5. Fire Apparatus Engineer – Juan Calderon
6. Fire Apparatus Engineer – Moses Alvarez
7. Firefighter II – Daniel Lucido
8. Firefighter II – Isaac Bretz
9. Firefighter II – Jonathan Flores

Squad 79

1. Fire Apparatus Engineer – Edward Avila
2. Fire Apparatus Engineer – Louis Steiner
3. Fire Apparatus Engineer – Mark Stillwell
4. Firefighter II/Paramedic – Tony Ippolito
5. Firefighter II/Paramedic – Matthew Rosenberger
6. Firefighter II/Paramedic – Juan Gonzalez

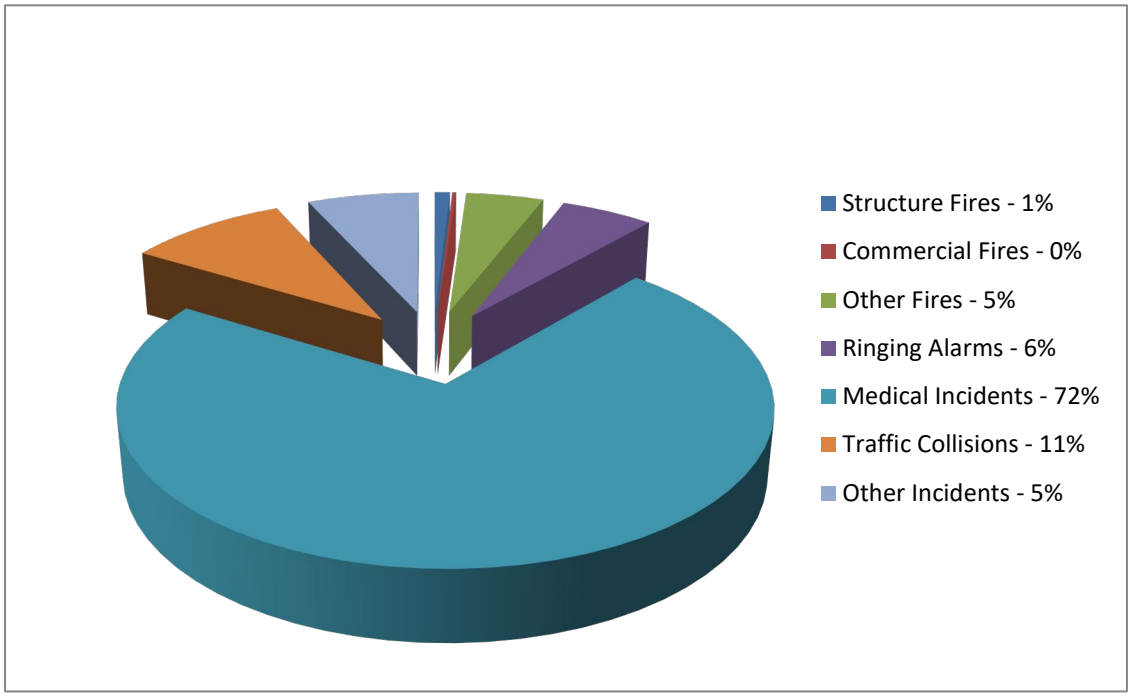
Year End Response Report

October 1, 2024 – December 31, 2024

	October	November	December	YTD (City of Coachella)
Structure Fires	0	0	1	25
Commercial Fires	1	0	2	5
Other Fires	8	14	18	160
Ringing/False Alarms	22	23	31	254
Medical Incidents	232	219	222	2,570
traffic Collisions	26	29	35	329
Other Incidents	16	15	8	122
Total	305	300	317	3,465

RESPONSE TIMES

	October	November	December	YTD (City of Coachella
Average Response Times (Minutes)	4.6	5.1	4.6	4.9
% of calls on scene in 5 minutes or less	71%	68%	67%	67%


Structure Fires - 1%
Commercial Fires - 0%
Other Fires - 5%
Ringing Alarms - 6%
Medical Incidents - 72%
Traffic Collisions - 11%
Other Incidents - 5%

SIGNIFICANT EVENT

10/5/24 – City Firefighters were dispatched to a reported outside fire in the area of Avenue 50 at the cross of Polk Street. The first arriving Engine Company reported a large 150'x150' pile of mulch burning adjacent to a palm tree grove. The fire was burning to the rear of the residence on a six-acre parcel that was mostly covered with large mulch piles. Additional engines were requested to assist with a water shuttle operation and our Dozer was requested to help break down the piles so firefighters could properly extinguish the deep-seated material that was burning below. A request was placed for Coachella City Code Enforcement to respond and inspect the property due to the excessive amount of mulch on the property.

10/17/24 – City firefighters responded to a reported traffic collision with extrication at the intersection of Calhoun Street at the cross of Avenue 53. The first arriving Battalion Chief reported a two-vehicle traffic collision with major damage. Firefighters were able to quickly extricate one patient from a vehicle while the three additional occupants refused medical treatment. One patient with moderate injuries was transported by ground ambulance to John F. Kennedy Memorial Hospital.

10/28/24 – Firefighters responded to a report of a commercial structure fire at 84-923 Avenue 48. The first arriving fire engine reported moderate smoke coming from the front entrance of one unit in a commercial strip mall. Firefighters entered the building but were hampered by heavy smoke, which made finding the origin of the fire challenging. Once fire crews extinguished the fire, smoke conditions dissipated. Only production contents were destroyed by the fire. Total Lost: $100,000.00
Total Saved: $3,000,000.00

10/31/24 – Coachella City Firefighters were dispatched to a vegetation fire at 51-339 Harrison Street. Upon arrival fire crews reported 3-4 palms trees on fire behind the O'Reilly Auto Parts store, with a direct threat to a cell phone tower and commercial building. A female resident of a small homeless encampment at the base of the palm trees sustained 2nd and 3rd degree burns over 90% of her body when her encampment caught fire during the incident. Mercy Air ambulance was requested and flew the burn victim to Arrowhead Regional Medical Center for treatment. The auto parts store Knox box was inoperable, and firefighters had to force entry to check for fire extension and remove the smoke from inside the building. Imperial Irrigation District was able to isolate the power to the damaged cell phone tower with no impact to the adjacent commercial buildings. Total Lost: $50,000.00 Total Saved: $1,200,000.00 **(See photo below)**

11/16/24 – Firefighters responded to a reported traffic collision involving a vehicle into a structure at 50-465 Jalisco Ave. The first arriving Engine Company reported a non-injury traffic collision involving a vehicle into a residential home causing moderate damage. City of Coachella Building and Safety was requested for damage inspection and to possibly red tag the structure. **(See photo below)**

12/10/24 – Coachella City Firefighters responded to a reported residential structure fire at 52-378 Calle Camacho. Upon arrival fire crews reported a well involved single story residential structure fire with multiple exposures. Firefighters were able to quickly extinguish the fire and mitigate the threat to the neighboring homes. City of Coachella Code Enforcement responded to the incident to red tag the structure. There were no reported injuries and no displaced occupants as the structure was abandoned and vacant at the time of the fire. **(See photo below)**

ADMINISTRATION

Our department is excited to announce the addition of Squad 79. Having this dedicated piece of equipment is crucial when responding to incidents. Together the Fire Engine and Squad form a comprehensive emergency response team, providing both fire suppression and medical care. **(See photo below)**

COMMUNITY ACTIVITY

12/4/24 – The 1st grade students from Peter Pendleton Elementary School visited Fire Station #79 for a tour and to learn more about fire safety. **(See photos below)**

12/4/24 – Fire staff attended the annual Holiday Tree Lighting Ceremony. **(See photos below)**

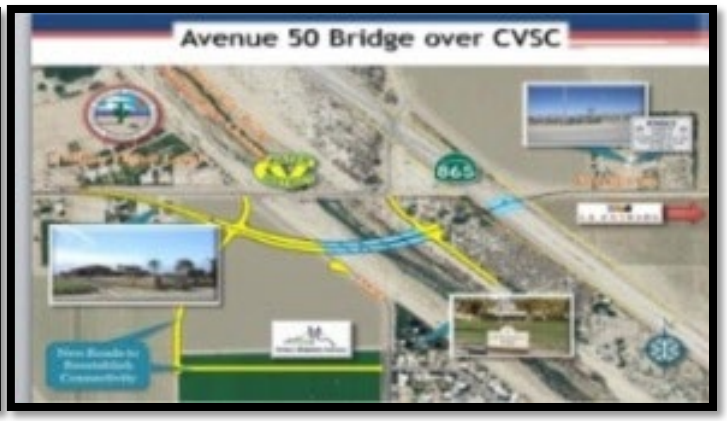
12/6/24 – City of Coachella Firefighters, and Explorer Post 679 participated in “A Skellington Christmas” Holiday Parade. Our Fire staff and explorers enjoyed making s’mores for parade attendees and appreciate the ongoing support from the City of Coachella.

ENGINEERING:

Capital Improvement Projects
September 2024 - December 2024

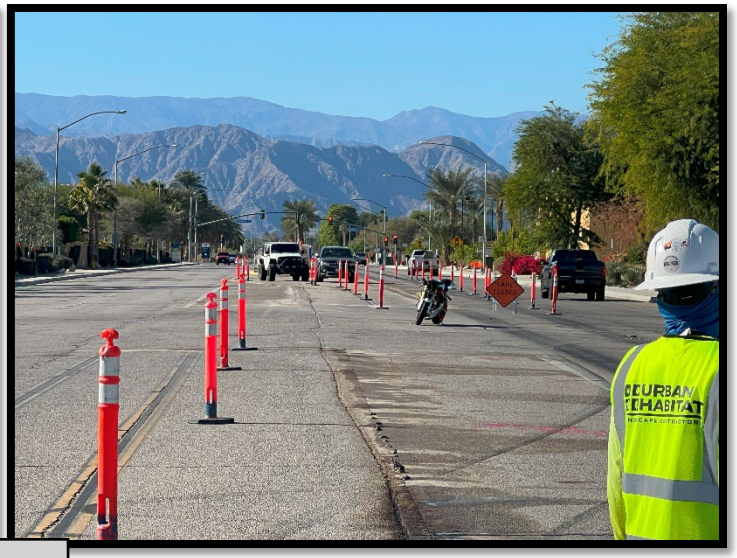
ST-69 Ave 50 Bridge over Whitewater Channel / ST-81 New Interchange @ Avenue 50 and 86 South Expressway

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. City Staff continues to seek additional funding for the ST-81 New Interchange at Avenue 50 and 86 South Expressway.



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.



ST-145 Dillon Road Rehab

The City has partnered with the Twenty Nine Palms of Mission Indians (Tribe) to repave Dillon Road from Avenue 44 to Vista Del Norte. The Tribe is the lead agency and City Staff is coordinating and inspecting as necessary. The project is currently under construction.

P-29 Avenue 53 Tot Lot

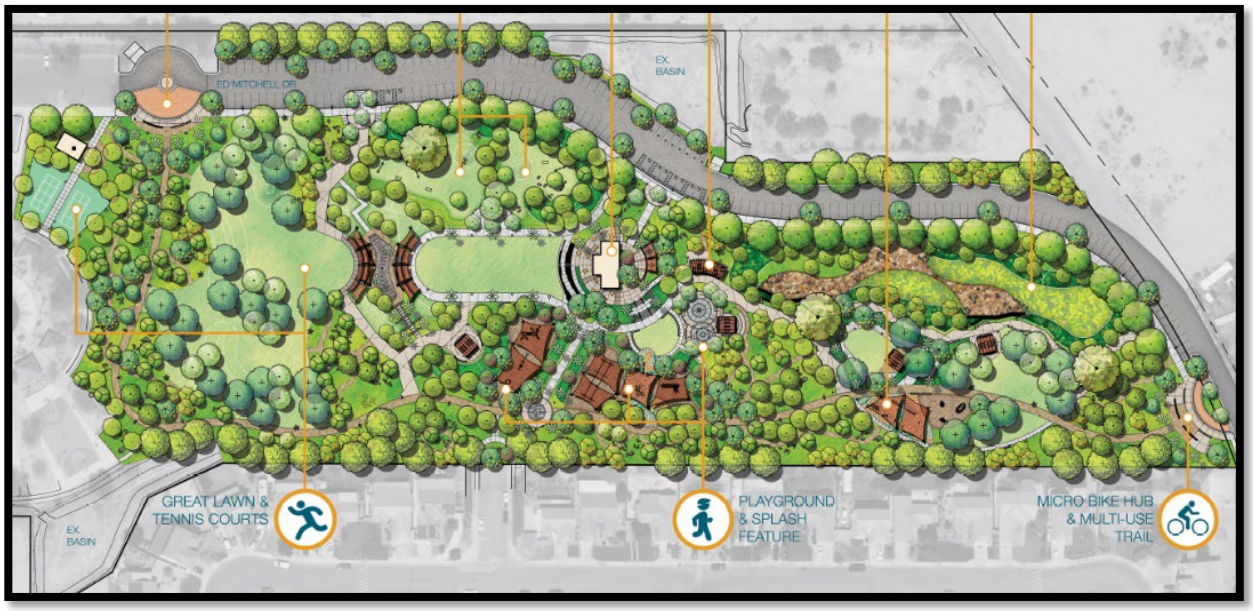
Project will add a safety fence around park perimeter, new playground equipment, updated landscaping and ADA upgrades. Plans are complete and currently under review. The Project is scheduled to go out to Bid early in 2025.

P-30 & 32 Bagdouma Park Restroom Upgrades:

The project installed a new restroom and concession stand and demoed and installed a restroom at Bagdouma Park. The project also added four new Musco Sport Lights at Bagdouma Park at soccer fields 1 & 2. A construction contract was awarded to Three Peaks Corporation and construction began on September 23, 2024 and was accepted on December 11, 2024.

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.

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.

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.

Business Licensee Report

Name Cesar Lucrecio
Department Economic Development
Period 10/1/2024 - 12/31/2024

Date Submitted 1/15/2024

Revenue Account	Description of Revenue	2025 Total Budget	2Q 2025 Revenue	Last Quarter Totals	Year-to-date 2025 Revenues		(Over)/Under Budget
101-11-110-10-315-000	**Annual Registration Tax**	$ 30,000.00	$ 11,040.00	$ 2,200.00	$ 13,240.00		$ 16,760.00
101-11-110-10-316-000	**Business Licensee Fee**	700,000.00	286,751.04	21,247.54	$ 307,998.58		392,001.42
101-11-110-10-319-000	**Penalties Revenue**	10,000.00	-	373,045.23	$ -		10,000.00
101-11-110-10-322-000	**Transient Occupancy Tax**	1,150,000.00	224,805.13	353,103.99	$ 577,909.12		572,090.88
101-11-110-10-325-000	**SB-1186- State Tax**	4,000.00	2,228.00	496.00	$ 2,724.00		1,276.00
240-12-110-40-342-000	**Uniform Fire Code Fee**	40,000.00	15,456.00	3,144.00	$ 18,600.00		21,400.00
	Total Budget	**$ 1,934,000.00**	**$ 540,280.17**	**$ 753,236.76**	**$ 920,471.70**		**$ 1,013,528.30**

COMMUNITY OUTREACH

October through December brought a variety of community gatherings, the celebration of milestones and educational opportunities to our residents. Below is a breakdown of outreach efforts and strategies implemented to promote each one.

MOVIES IN THE PARK

Strategies implemented:

- Added the event to the calendar on Coachella.org
- Created an event listing on Coachella.org and boosted the post for heightened visibility
- Organic social media posts were published in advance of each event to build anticipation
- Radio ads ran on La Poderosa, La Suavecita and Jammin 99.5 from October 1st - November 1st
- The individual event listings were boosted for $1,000 total

WASTE COLLECTION EVENTS

Strategies implemented:

- Added the event to the calendar on Coachella.org
- Created an event listing on Coachella.org and boosted the post for heightened visibility
- Organic social media posts were published in advance of each event to build anticipation

TACOS, TEQUILA, & CHAVELAS FESTIVAL

Strategies implemented:

- Adapted the City's logo to include a taco to commemorate the event & ordered aprons bearing that logo as the main giveaway to attendees
- Added the event to the calendar on Coachella.org
- Created an event listing on Coachella.org and boosted the post for heightened visibility
- Radio ads ran on La Poderosa, La Suavecita and U92.7 from Sept 27th - October 19th
- Ran a half page print ad ran in El Informador on October 17th
- Digital ads ran from Sept 27th - October 19th on YouTube targeting zip codes throughout the Coachella Valley
- Promoted on three separate billboard locations
- Organic social media posts were published three weeks ahead of the event to build anticipation
- Billboard exposure (rotator and in city)

MEASURE Y COMMUNITY MEETINGS

Strategies implemented:

- Worked exclusively with the advertising agency developing the outreach campaign by providing the following support:
  a. Oversight of strategy, design & content development and implementation
  b. Translation of all material (mailers, FAQ sheets social media graphics, presentations)
  c. Drafting radio scripts for production
  d. Coordination of giveaways with the advertising agency
  e. Presentation during select community meetings of Measure Y content in Spanish
- Developed social media graphics and promoted all three community meetings through the City's Facebook, Instagram and LinkedIn pages organically
- Ran videos on Instagram promoting the meetings and what Measure Y was all about
- Ran radio ads on La Suavecita and La Poderosa to stimulate attendance

VETERAN'S PANCAKE BREAKFAST

Strategies implemented:

- Added the event to the calendar on Coachella.org
- Coordinated with the Parks and Recreation team to prepare event program
- Organic social media posts were published in advance of the event to build anticipation.
- Ran radio ads on La Suavecita, La Poderosa and U92.7 to stimulate attendance

HOLIDAY BICYCLE DRIVE

Strategies implemented:

- Created a media alert to inform surrounding media about our Holiday Bicycle Drive
- Communicated with school staff in order to coordinate bicycle and helmet donations.
- Coordinated with finance department to collect donations from participating staff
- Spearheaded research and ordering of bikes & helmets, and setup for the event
- Orchestrated event at the Civic Center and welcomed participating families to pick up their bicycles and goodies.
- Organic social media posts were published following the event

ANNUAL CHRISTMAS TREE LIGHTING & SKELLINGTON HOLIDAY PARADE

Strategies implemented:

- Added the event to the calendar on Coachella.org
- Created a media alert to inform surrounding media about the event
- Provided local media with videos and photos following the event for potential coverage
- Radio ads ran on La Poderosa, La Suavecita and U92.7 from Nov. 25th - Dec. 6th
- Placed two combo half page ads in El Informador promoting both events
- A combo billboard was installed in City promoting the event leading up to both events
- Developed social media graphics and promoted both events through the City's Facebook, Instagram and LinkedIn pages organically
- Develop the concept for both key giveaways at the Tree Lighting Event -tied into the parade theme:
    - A Little Golden Book of The Nightmare Before Christmas with a custom insert containing a message from the City (crafted by the Public Information Department)
    - A custom Pocket Pop 'Jack Skellington' keychain bearing the City's logo

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.

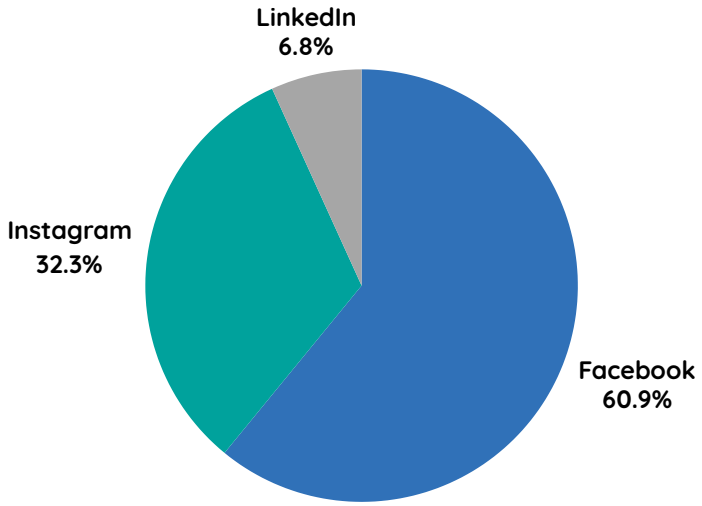
- **CLICKTHROUGH RATE (CTR) -** is calculated as the number of clicks divided by the number of impressions.

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

SOCIAL MEDIA UPDATE

Breakdown of Followers: Q3 (October - December 2024)

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: 14,095 followers - 4% growth

Instagram: 7,469 followers - 18.24% growth

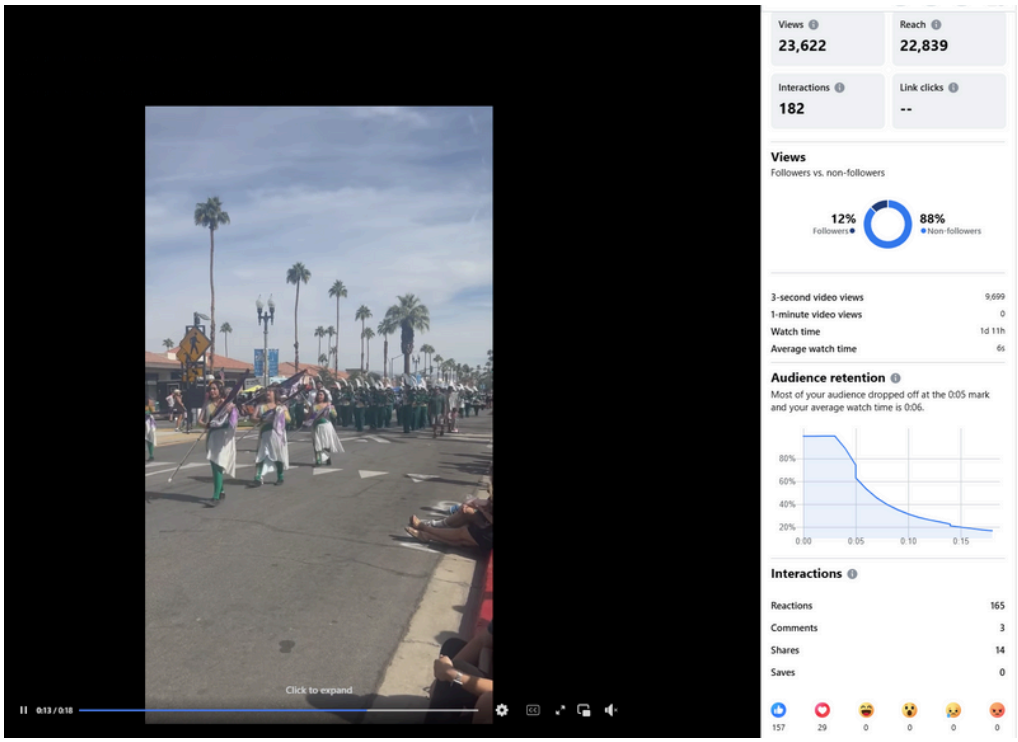
LinkedIn: 1,571 followers - 13.43% growth

FOLLOWER COMPARISON CHART - CITY BY CITY

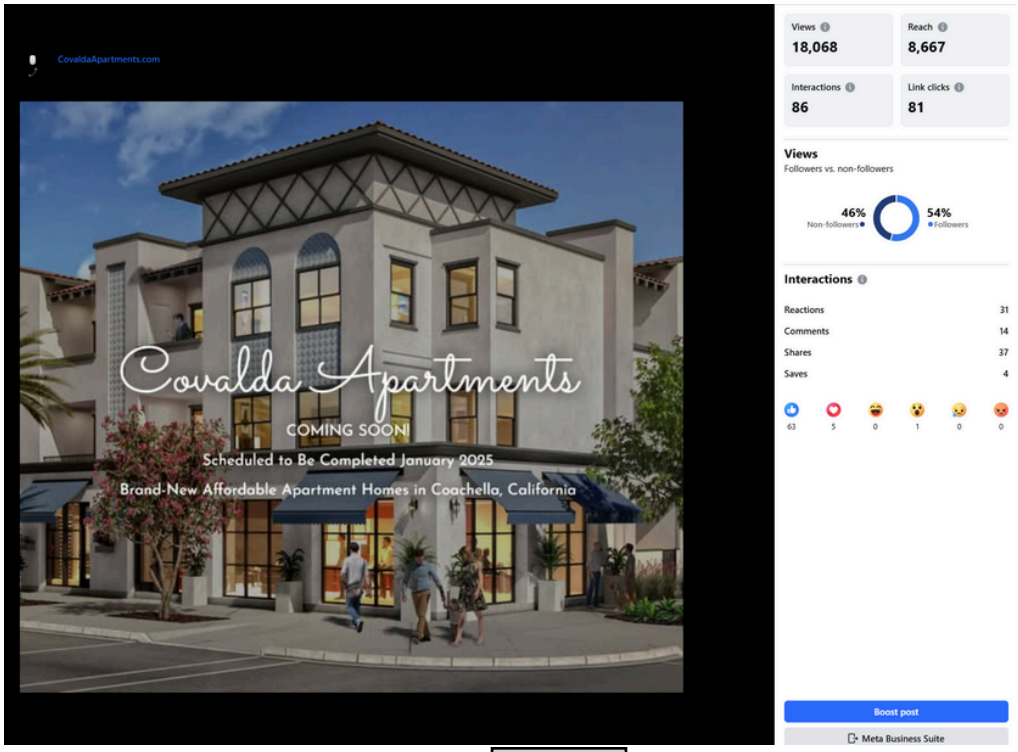
	COACHELLA	INDIO	LA QUINTA	PALM DESERT	PALM SPRINGS	INDIAN WELLS	RANCHO MIRAGE	CATHEDRAL CITY
Instagram	7,469	23.1k	13.1k	989	6,303	13.6k	N/A	N/A
Linkedin	1,571	1,785	1,051	1,599	2,026	386	N/A	1,191
Facebook	14,000+	30,000+	59,000+	6,000+	18,000+	2,300+	4,200+	13,600+

TOP 5 SOCIAL MEDIA POSTS

1. CV High School - Representing at PD Golf Cart Parade

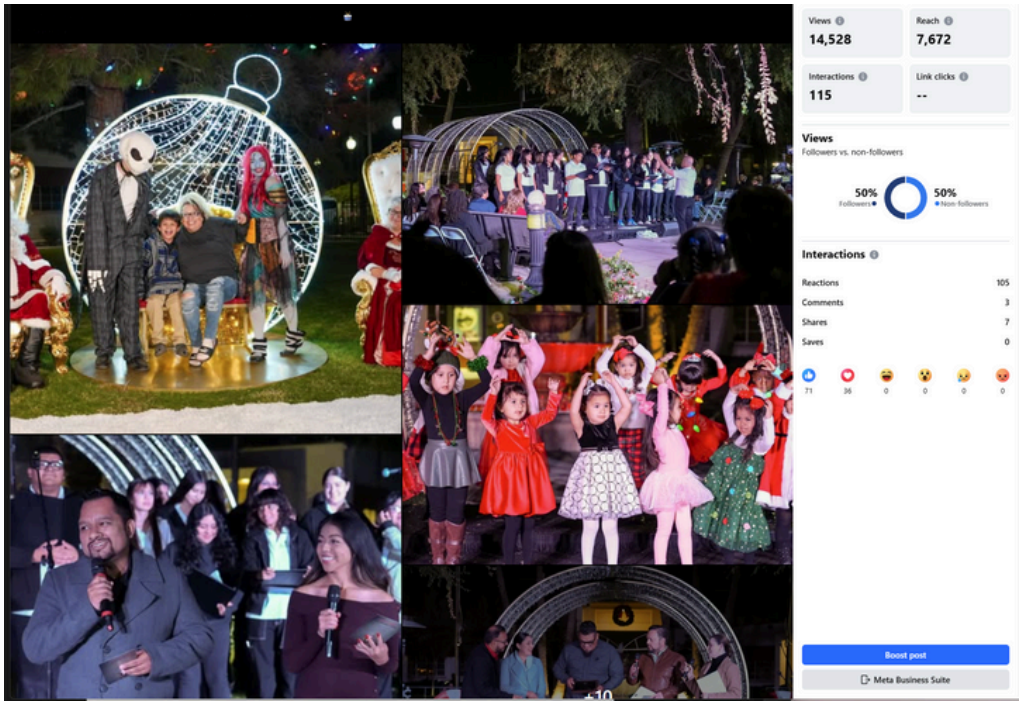


2. Covalda Apartments Announcement

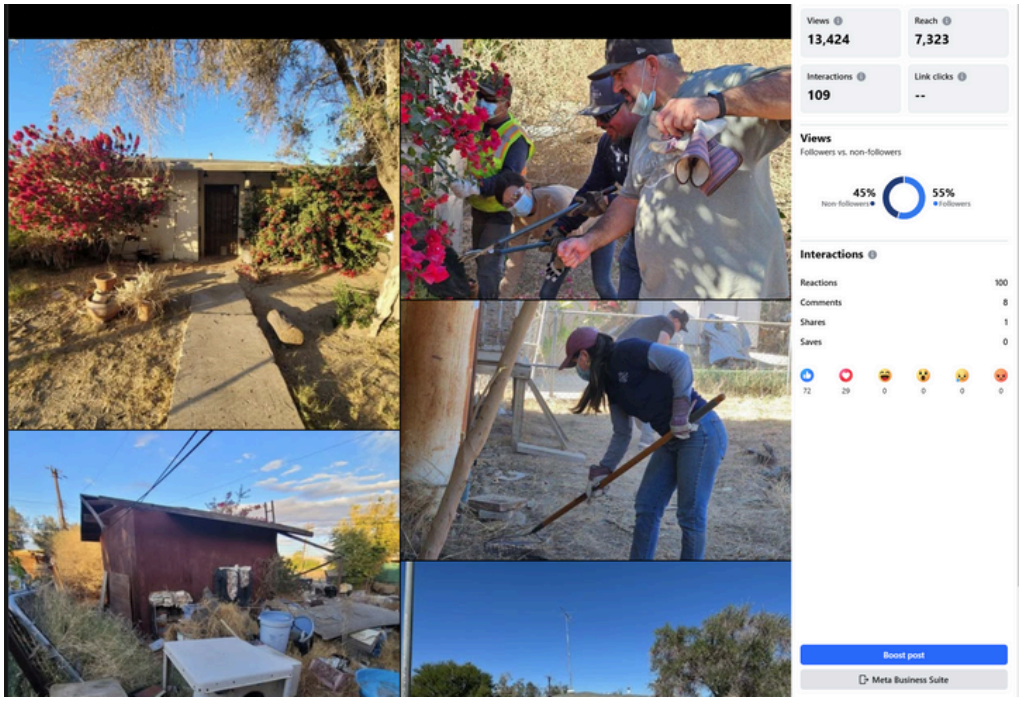


TOP 5 SOCIAL MEDIA POSTS, CONT'D

3. Annual Christmas Tree Lighting

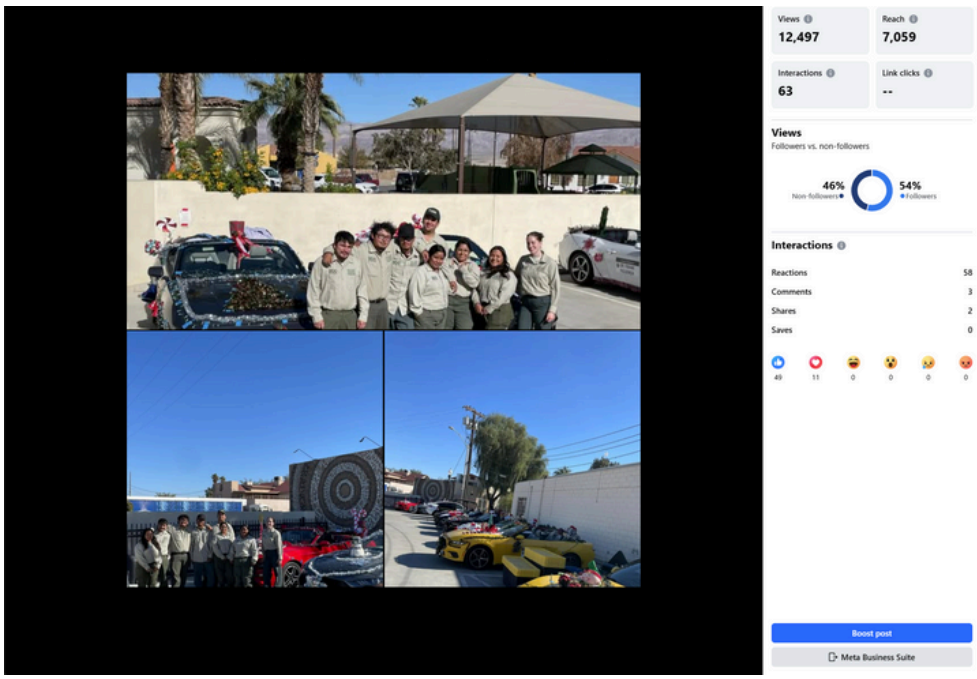


4. Resident Community Clean-Up



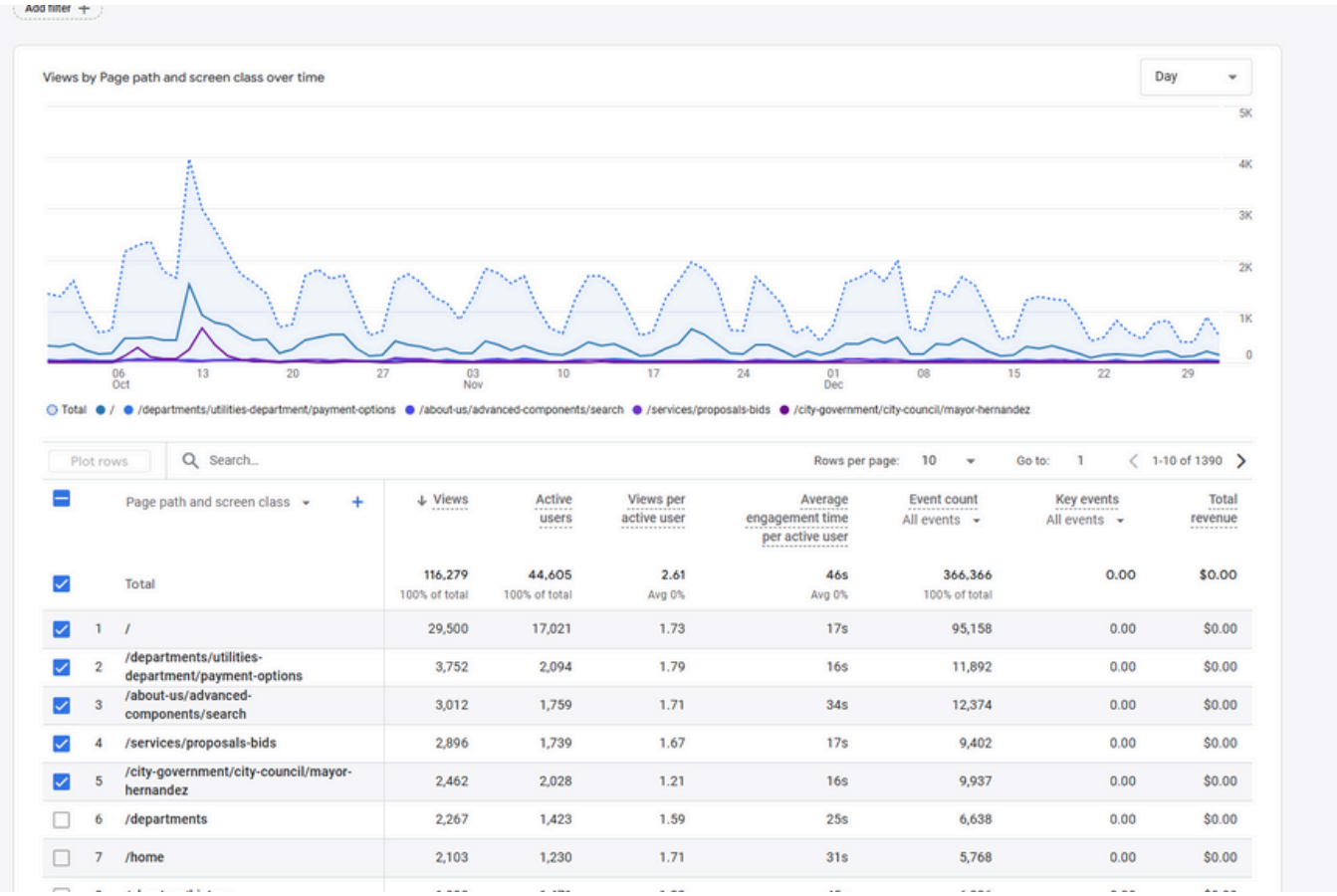
TOP 5 SOCIAL MEDIA POSTS, CONT'D

5. Thank you to Urban Conservation Corp



WEBSITE ANALYTICS

Top Pages Visited:



		Page path and screen class	Views	Active users	Views per active user	Average engagement time per active user	Event count All events	Key events All events	Total revenue
		Total	116,279 100% of total	44,605 100% of total	2.61 Avg 0%	46s Avg 0%	366,366 100% of total	0.00	$0.00
	1	/	29,500	17,021	1.73	17s	95,158	0.00	$0.00
	2	/departments/utilities-department/payment-options	3,752	2,094	1.79	16s	11,892	0.00	$0.00
	3	/about-us/advanced-components/search	3,012	1,759	1.71	34s	12,374	0.00	$0.00
	4	/services/proposals-bids	2,896	1,739	1.67	17s	9,402	0.00	$0.00
	5	/city-government/city-council/mayor-hernandez	2,462	2,028	1.21	16s	9,937	0.00	$0.00
	6	/departments	2,267	1,423	1.59	25s	6,638	0.00	$0.00
	7	/home	2,103	1,230	1.71	31s	5,768	0.00	$0.00

1. **Departments/Utilities-Department/Payment-Options**
2. **About Us/Advanced-Components/Search**
3. **/services/proposals-bids**
4. **/city-government/city-council/mayor-hernandez**
5. **/departments**

WEBSITE ANALYTICS

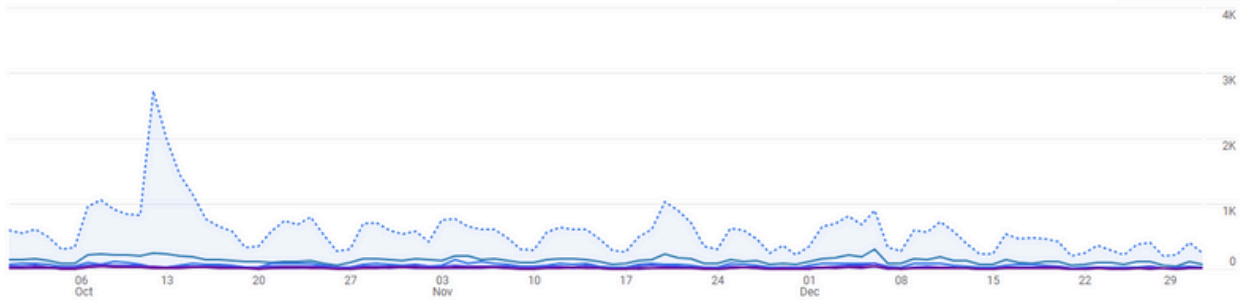
Demographic Details (website visitors):

Demographic details: City

Add filter +

Active users by City over time

Day



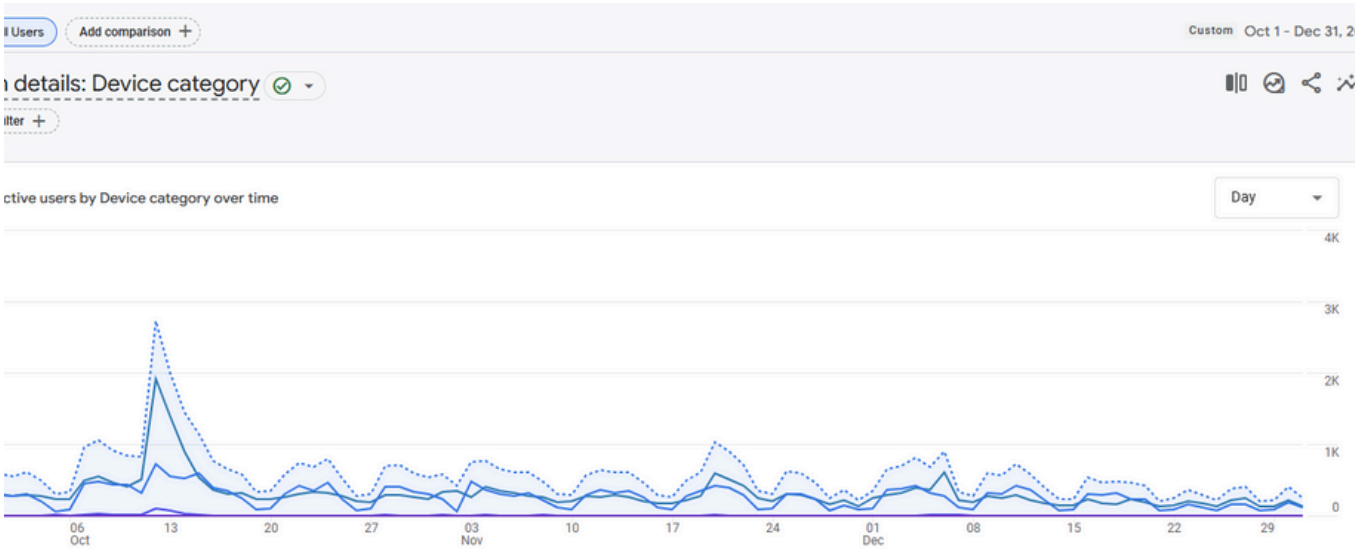
Plot rows | Search... | Rows per page: 10 | Go to: 1 | 1-10 of 3585

	City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events	Key events All events	User k All eve
	Total	44,605 100% of total	42,078 100% of total	35,741 100% of total	50.68% Avg 0%	0.80 Avg 0%	46s Avg 0%	366,366 100% of total	0.00	
1	Los Angeles	10,547	9,672	8,332	49.28%	0.79	37s	80,405	0.00	
2	Coachella	3,444	2,728	4,827	57.31%	1.40	1m 53s	52,287	0.00	
3	(not set)	3,336	3,142	1,420	33.71%	0.43	16s	16,531	0.00	
4	Indio	2,656	2,219	2,420	57.96%	0.91	56s	24,113	0.00	
5	San Diego	1,399	1,190	1,041	55.79%	0.74	34s	10,094	0.00	
6	Riverside	1,163	961	965	56.5%	0.83	58s	9,903	0.00	
7	New York	1,019	984	366	30.02%	0.36	13s	4,816	0.00	
8	San Jose	893	783	566	47.32%	0.63	29s	5,265	0.00	

1. **Los Angeles - 10,547 visitors**
2. **Coachella - 3,544 visitors**
3. **Indio - 2,656 visitors**
4. **San Diego - 1,399 visitors**
5. **Riverside - 1,163 visitors**

WEBSITE ANALYTICS

Devices used to view the website:



Plot rows | Search... | Rows per page: 10 | 1-4 of 4

	Device category	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events	Key events All events
	Total	44,605 100% of total	42,078 100% of total	35,741 100% of total	50.68% Avg 0%	0.80 Avg 0%	46s Avg 0%	366,366 100% of total	0.00
1	mobile	25,021	24,140	17,088	47.01%	0.68	28s	168,152	0.00
2	desktop	18,702	17,348	18,018	55.02%	0.96	1m 12s	194,313	0.00
3	tablet	611	583	398	54.37%	0.65	31s	3,856	0.00
4	smart tv	7	7	7	70%	1.00	20s	45	0.00

1. **Mobile/Phone - 25,021 sessions**
2. **Desktop - 18,702 sessions**
3. **Tablet - 611 sessions**
4. **Smart TV - 7 sessions**

RESIDENT NEWSLETTER

A huge goal for the end of 2024 was to **publish our Resident Newsletter highlighting the City's resident programs, new business, and a recap of our community engagement events.**

The newsletter serves as a platform to share important updates, celebrate community achievements, and provide resources in both English and Spanish to ensure inclusivity and engagement.

In addition to **the newsletter being shared via email**, **the newsletter was also formatted in print and delivered to resident homes** in the 92236 area code.

On average a successful open rate is typically in the range of:

- 20-30% for most industries.
- Higher (30-40%) for niche industries or highly engaged audiences.

Our resident newsletter averaged **an open rate of 41.9%** as it was emailed twice in both English and Spanish.

A successful click rate (the percentage of recipients who click on a link in your email) for a newsletter depends on the industry and audience engagement but generally falls within these ranges:

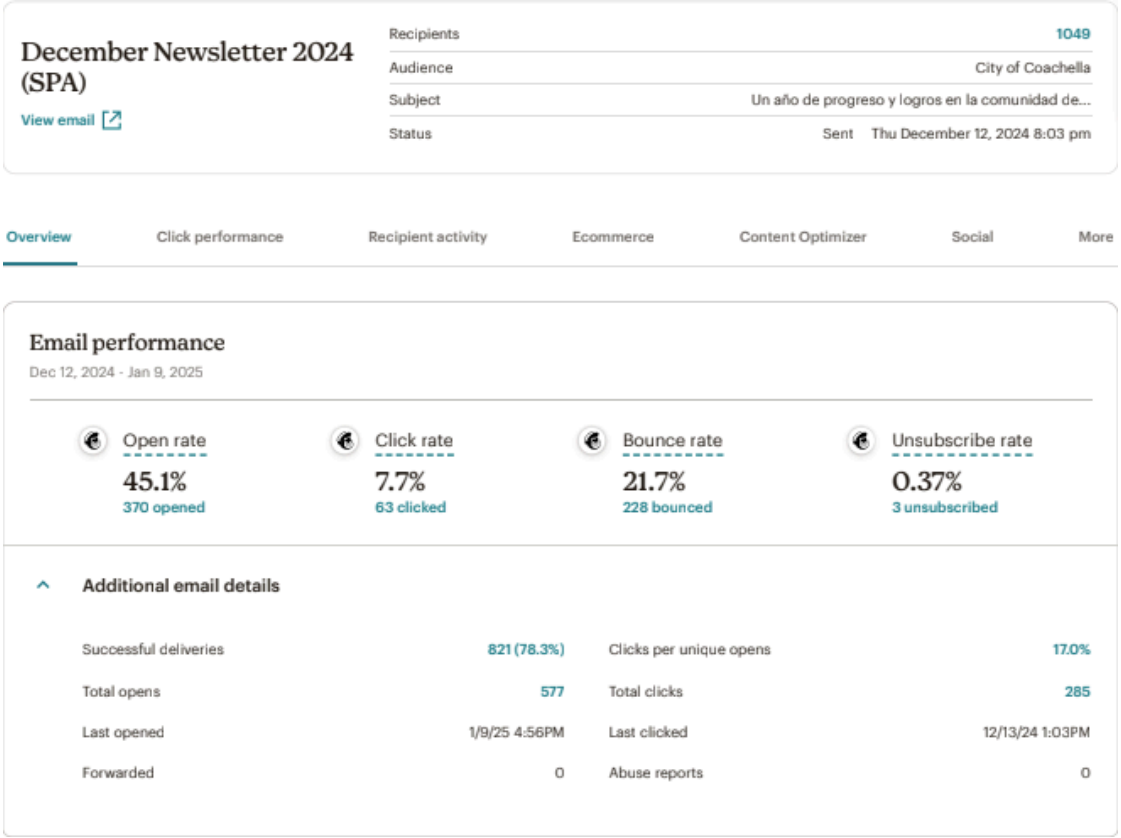
- 2-5%: Average across most industries.
- Higher (5-10%): Indicates strong engagement, particularly for niche or highly targeted audiences.

Our resident newsletter **averaged a click rate of 5%** as it was emailed twice in both English and Spanish.

Below are more details pertaining to our newsletter analytics via MailChimp.

NEWSLETTER ANALYTICS

Spanish Newsletter (Most Engagement):



December Newsletter 2024 (SPA)

View email

Recipients	1049
Audience	City of Coachella
Subject	Un año de progreso y logros en la comunidad de...
Status	Sent Thu December 12, 2024 8:03 pm

Overview | Click performance | Recipient activity | Ecommerce | Content Optimizer | Social | More

Email performance

Dec 12, 2024 - Jan 9, 2025

Open rate	Click rate	Bounce rate	Unsubscribe rate
45.1%	7.7%	21.7%	0.37%
370 opened	63 clicked	228 bounced	3 unsubscribed

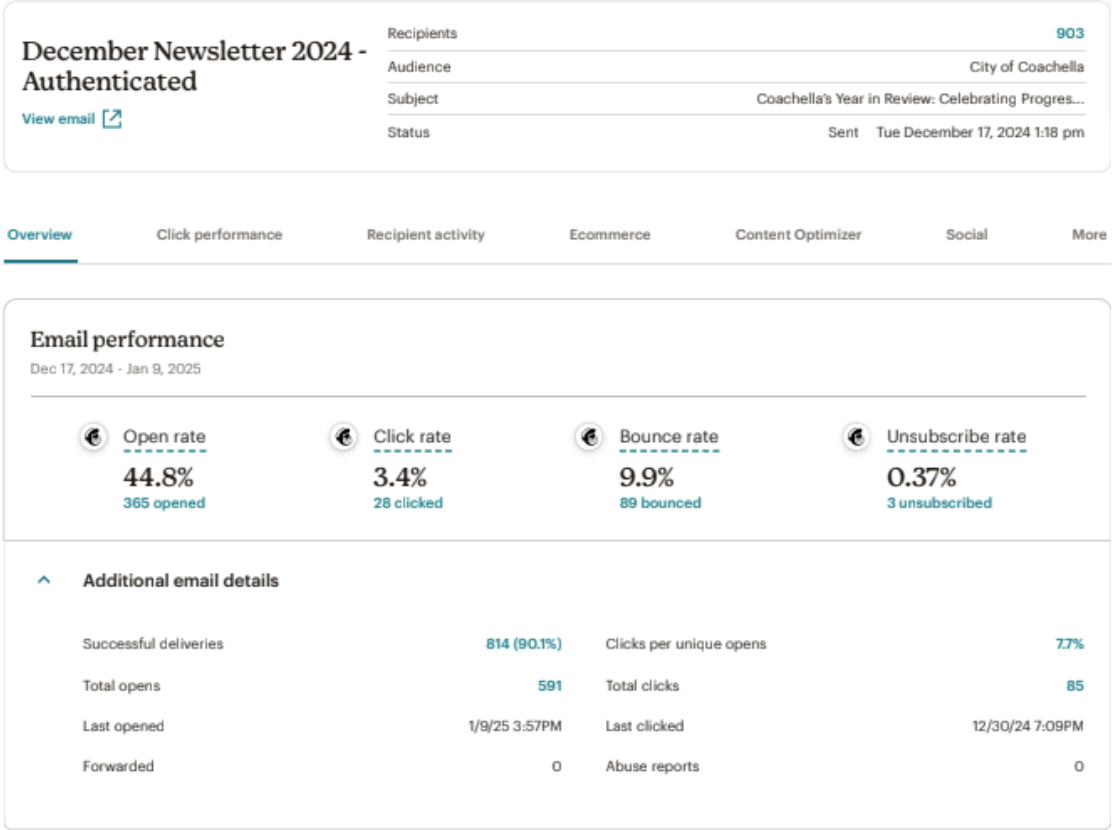
Additional email details

Successful deliveries	821 (78.3%)	Clicks per unique opens	17.0%
Total opens	577	Total clicks	285
Last opened	1/9/25 4:56PM	Last clicked	12/13/24 1:03PM
Forwarded	0	Abuse reports	0

1. https://www.coachella.org/citygovernment/commissions-and-committees/youth-commission
2. https://www.coachella.org/residents/broadband-internet
3. https://www.coachella.org/residents/coachella-resident-engagement-academy
4. https://cvwatercounts.com/academy/
5. https://www.facebook.com/yourcoachella

NEWSLETTER ANALYTICS

English Newsletter (Most Engagement):



December Newsletter 2024 - Authenticated

View email

Recipients	903
Audience	City of Coachella
Subject	Coachella's Year in Review: Celebrating Progres...
Status	Sent Tue December 17, 2024 1:18 pm

Overview | Click performance | Recipient activity | Ecommerce | Content Optimizer | Social | More

Email performance

Dec 17, 2024 - Jan 9, 2025

Open rate	Click rate	Bounce rate	Unsubscribe rate
44.8%	3.4%	9.9%	0.37%
365 opened	28 clicked	89 bounced	3 unsubscribed

Additional email details

Successful deliveries	814 (90.1%)	Clicks per unique opens	7.7%
Total opens	591	Total clicks	85
Last opened	1/9/25 3:57PM	Last clicked	12/30/24 7:09PM
Forwarded	0	Abuse reports	0

1. https://www.coachella.org/residents/broadband-internet
2. https://www.coachella.org/residents/coachella-resident-engagement-academy
3. https://www.coachella.org/citygovernment/commissions-and-committees/youth-commission
4. https://cvwatercounts.com/academy/
5. https://www.facebook.com/yourcoachella

Public Works Department
2024 Fourth Quarter Report

TO: Honorable Mayor and Council

FROM: Maritza Martinez, Public Works Director

DATE: February 1, 2025

SUBJECT: Quarterly Report

Departmental Mission:

In a balanced effort to maintain cost effective operations and provide maintenance and emergency response services in a reasonable and efficient manner, it is the mission of the Public Works Department to provide quality maintenance and repair of facilities and infrastructure for the City of Coachella community and its city departments.

Executive Summary:

The Public Works Department is responsible for the operations of our: facilities, fleet, landscape lighting and maintenance districts, parks, and streets. The Department is also the home to our Emergency Services Division and Recreation Division. As reflected below the Public Works Department staff responded to a myriad of requests as reflected below between October – December 2024.

	Quantity
Streets Division	
Illegal Dumping	8 (plus removal of 47 abandoned tires and 24 abandoned shopping carts)
Homeless Camps	6
Training	4
Other Dept. Assists	9
Potholes	941
Patch service cuts	0
Sidewalk Repair	4 locations
Street Sign Main.	30 repairs
Street Light/New install Repair/Electrical wire installation	44 Repairs (plus re-ran 475 electrical conduit) LED Upgrades Citywide = 50% complete

Street Striping legends, stops/stop bars & bumps	119
Traffic Control	9 jobs
Call outs	46
Weed Abatement	11 Weed Abatement 4 Grading Jobs
Special events	12
Streetlight Decor	66
Storm Drain Maintenance	16
Parks/ LLMD / Building Main.	
Facility Use Permits	171 permits (Library, Community Center & Upstairs Conference room) 49 permits (park shade structures) 38 permits (field rentals)
Overseeding/ Fertilization / New Sod	Applied 168 (50lbs) bags of Ever Green on turf areas Spread 22,170 rye winter seed on all turf areas Applied 200 tons of mulch on sport turf areas for overseeding and nutrients
Park / LLMD Lighting	156 Fixture Repairs & Re-lamping (additionally 18 low vol. transformers replaced at Veterans Park)
Sprinkler/Irrigation Repairs	60 Heads replaced due to leaking or broken. 325 adjustments to sprinkler heads 23 Valves 2 Main Lines 88 drip heads replaced 7 controllers replaced due to vandalism
Tree/Plant Replacement	Tree Trimming = 1,018 Tree Removals = 18 Plant/Tree Installs = 1,371
HVAC Systems Serviced / Repaired	35 and installed two new mini-splits for server room at Civic Center
Building Repairs	37
Fire Extinguisher Services	N/A
Floor Maintenance	Deep cleaning library restroom flooring and library carpets.
Furniture Installs/ Assembly	28
Emergency Manag.	
Reim Hurricane Hilary Recovery (ongoing)	16 Projects Submitted to FEMA Grants Portal 2 Projects Submitted to Caltrans

Holiday Events 2024

apChkLst
01/27/2025 5:45:56PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2597	11/6/2024	48066	US BANK	Sta 10/25/24	10/25/2024	ACC XXXX-XXXX-XXXX-0925,	35,086.50	35,086.50
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		35,086.50

1 checks in this report.

Grand Total All Checks: 35,086.50

Date: **November 6, 2024**

Controller: Ruben Ramirez

Interim City Manager: William B. Pattison

apChkLst
01/28/2025 10:31:19AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2598	12/4/2024	48066	US BANK	Sta 11/25/24	11/25/2024	ACC XXXX-XXXX-XXXX-0925,	29,414.32	29,414.32
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		29,414.32

1 checks in this report.

Grand Total All Checks: 29,414.32

Date: **December 4, 2024**

Controller: Ruben Ramirez

Interim City Manager: William B. Pattison

apChkLst
01/15/2025 7:24:55AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121542	1/15/2025	56150	CAL DREAMSCAPE LANDSCA	Ref000248811	1/14/2025	UB Refund Cst #00059279	883.71	883.71
121543	1/15/2025	56147	GALVAN, RAQUEL	Ref000248808	1/14/2025	UB Refund Cst #00037157	102.10	102.10
121544	1/15/2025	56148	REYES, GONZALO	Ref000248809	1/14/2025	UB Refund Cst #00053469	78.38	78.38
121545	1/15/2025	56149	ROBERTS, BEATRIZ	Ref000248810	1/14/2025	UB Refund Cst #00059190	77.53	77.53
121546	1/15/2025	55770	SHMORHUN, MICHAEL	Ref000248595	1/9/2025	UB Refund Cst #00001111 Mad	155.00	155.00
						Sub total for WELLS FARGO BANK:		1,296.72

5 checks in this report.

Grand Total All Checks: 1,296.72

Date: **January 15, 2025**

Controller: Ruben Ramirez

Interim City Manager: Maritza Martinez

apChkLst
01/15/2025 11:47:57AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2564	1/15/2025	53429	ALIANZA COACHELLA VALLEY	Refund	12/16/2024	DEPOSIT REFUND- 12/14 LIBI	300.00	300.00
2565	1/15/2025	52366	ALTA LANGUAGE SERVICES, I	IS758739	12/31/2024	DEC2024 SPANISH LISTENIN	174.00	174.00
2566	1/15/2025	54859	AMAZON CAPITAL SERVICES,	14KK-KM4Q-HN	12/6/2024	HISENSE 100IN CLASS U7 SE	3,926.98	
				143N-HMGG-1X	12/19/2024	OTTERBOX IPHONE 16 PRO I	159.80	
				1W1G-JDRX-N3	12/17/2024	APC UPS BATTERY BACKUP	1,187.36	
				1XT7-6FFD-4Q9	1/7/2025	LOGITECH WIRELESS KEYB	263.94	5,538.08
2567	1/15/2025	49989	ANDREAS LLC	87699	12/3/2024	BUSINESS CARDS: GARCIA+	424.19	
				87726	12/18/2024	RECEIPT BOOKS	1,327.00	1,751.19
2568	1/15/2025	45929	BECK OIL, INC.	145452	12/15/2024	PE12/15 ENG DEPT FUEL	146.09	
				145454	12/15/2024	PE12/15 LLMD DEPT FUEL	130.70	
				145458	12/15/2024	PE12/15 STREETS DEPT FUE	807.68	
				145460	12/15/2024	PE12/15 WATER DEPT FUEL	1,283.86	
				145477	12/15/2024	PE12/15 VEHICLE MAINT DEF	452.85	
				145478	12/15/2024	PE12/15 SENIOR CNTR FUEL	326.52	
				145486	12/15/2024	PE12/15 CODE ENF DEPT FU	593.90	
				145497	12/15/2024	PE12/15 SANITARY DEPT FUE	802.66	
				145501	12/15/2024	PE12/15 BLDG MAINT DEPT F	156.71	
				145502	12/15/2024	PE12/15 ADMIN DEPT FUEL	11.56	
				145463	12/15/2024	PE12/15 PARKS DEPT FUEL	815.61	5,528.14
2569	1/15/2025	49486	BRC CONSTRUCTION	1080	12/3/2024	REMODEL OF MEN'S RESTR	14,150.00	
				1081	12/3/2024	REMODEL OF WOMAN'S RES	20,950.00	
				1087	12/11/2024	PLUMBING RELOCATION @ S	2,450.00	
				1088	12/11/2024	INSTLL'D SOLAR LIGHT POLE	7,200.00	
				1082	12/3/2024	RPR'D STEM WALLS @ CORF	14,450.00	59,200.00
2570	1/15/2025	43862	BRENNTAG PACIFIC, INC	BPI481037	12/10/2024	HYDROCHLORIC ACID	1,670.60	1,670.60
2571	1/15/2025	44036	DE LAGE LANDEN PUBLIC	588975727	12/22/2024	ACC #4209609, COLOR COPIE	1,213.16	1,213.16
2572	1/15/2025	43672	DESERT VALLEY SERVICES I	655062	12/18/2024	DISP TLT TISSUE	54.38	54.38
2573	1/15/2025	44713	FARMER BROTHERS CO.	95676706	12/13/2024	LIDS, CREAMER, CUPS & JA	786.56	
				95676810	1/7/2025	CREAMER & COFFEE	185.66	972.22
2574	1/15/2025	49100	GOLDMAN, RONALD A.	Dec2024	12/31/2024	DEC2024 SVCS: KPC, LA ENT	6,153.00	6,153.00
2575	1/15/2025	00207	GRAINGER INC	9344278677	12/12/2024	FLEX PAINT SHIELD, ETC	184.92	
				9350380995	12/18/2024	PHOTOCONTROL	45.54	230.46

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2576	1/15/2025	51892	HERC RENTALS, INC.	35072456-004	11/30/2024	10/31-11/30 LIGHT TOWER RN	8,644.80	
				35130947-001	12/18/2024	11/26-12/17 TRAILER FLATBEI	1,261.31	
				35130948-001	12/18/2024	11/26-12/12 TRAILER FLATBEI	1,261.31	
				35152544-001	12/10/2024	12/6-9 LIGHT TOWER RNTLS	3,558.92	
				35152544-002	12/11/2024	12/6-9 LIGHT TOWER RNTLS	2,555.14	17,281.48
2577	1/15/2025	00996	HOME DEPOT	6010685	12/16/2024	INT PAINT, MICROFIBER 9/16	501.37	
				7014338	12/5/2024	20LB QUIKRETE QUICK-SETT	67.63	
				7014399	12/5/2024	48" TAMPER	119.58	688.58
2578	1/15/2025	52649	RESOURCES RECYCLING & R	0000001612173	12/15/2024	SB1383 OWR1-21-0661 UNSP	8,711.37	8,711.37
2579	1/15/2025	55651	SEEK PERSONNEL STAFFING	001962	12/9/2024	WE 12/8: ESPINO+SANTIAGO	2,401.20	
				001975	12/16/2024	WE 12/15: A. ESPINO	1,674.40	
				001976	12/16/2024	WE 12/15: I. HERNANDEZ	1,619.20	
				001987	12/27/2024	WE 12/22: I. HERNANDEZ	1,619.20	7,314.00
2580	1/15/2025	52784	THE PUN GROUP LLP	115073	12/31/2024	FY23/24 AUDIT SVCS	3,170.00	3,170.00
2581	1/15/2025	50629	VINTAGE ASSOCIATES, INC	235107	12/15/2024	DEC2024 LNDSCPE MAINT @	12,700.00	
				235112	12/15/2024	DEC2024 LNDSCPE MAINT @	10,135.00	
				235113	12/15/2024	DEC2024 LNDSCPE MAINT @	5,050.00	
				235250	12/13/2024	RPR'D MAIN LINE @ BGDMA I	275.00	
				235251	12/13/2024	RPLC'D VALVE @ 6TH ST	180.00	28,340.00
2582	1/15/2025	00384	WILLDAN FINANCIAL SERVICI	010-60774	12/27/2024	JAN-MAR2025 ADMIN SVCS, (	3,412.16	3,412.16
2583	1/15/2025	54719	YUNEX LLC	90003425	12/19/2024	NOV2024 TRAFFIC SIGNAL M	2,071.50	
				5610003876	12/19/2024	NOV2024 TRAFFIC SIGNAL C,	5,290.90	7,362.40
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		159,065.22

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121547	1/15/2025	52723	BRIGHT EVENT RENTALS, LL(	824693	12/12/2024	12/4 TREE LIGHTING RNTLS	3,840.54	
				824694	12/9/2024	12/4 TREE LIGHTING RNTLS	1,514.21	
				825462	12/12/2024	12/6 HOLIDAY PARADE RNTL!	4,581.52	
				825464	12/12/2024	12/6 HOLIDAY PARADE RNTL!	1,984.56	
				827661	12/12/2024	12/4 MISSING/DAMAGED LINE	116.12	12,036.95
121548	1/15/2025	42459	BRUDVIK, INC.	60184	11/12/2024	11/9 GENERATOR+ETC RNTL	2,432.00	2,432.00
121549	1/15/2025	44494	BURRTEC WASTE & RECYCLI	BD 12/1/24	12/1/2024	AC 44-BS 405340, 85075 AVE	65.38	65.38
121550	1/15/2025	55591	CICCS TRUST	2025-01	1/7/2025	JAN2025 CICCS TRUST EAP	177.30	177.30
121551	1/15/2025	07950	CITY OF COACHELLA	Nov 2024	11/30/2024	NOV2024 WATER- ST, PARKS	57,012.60	
				Nov 2024-LLD's	11/30/2024	NOV2024 WATER- LLD'S	19,633.28	76,645.88
121552	1/15/2025	02273	CLAIREMONT EQUIPMENT	RA23580	11/14/2024	11/7-14 WATER TRUCK RNTL	1,673.69	1,673.69
121553	1/15/2025	01072	CLASSIC AUTO TRANSPORT	74558	12/18/2024	12/18 TOWING: CLASSIC YAR	274.50	274.50
121554	1/15/2025	53220	COACHELLA ACE HARDWARE	7736/1	9/14/2024	SMARTFLO MAX HOSE, ACE	94.62	
				8060/1	11/5/2024	LUGGAGE LOCK	21.74	
				8180/1	11/27/2024	PLSTC BUCKET & LID	24.97	
				8182/1	11/27/2024	FG ANCH SHCKL W/ PIN	29.34	
				8210/1	12/3/2024	HOOK	22.80	
				8218/1	12/4/2024	WMN WORK GLOVES	22.82	
				8221/1	12/5/2024	COWSPLIT GLOVES	15.21	
				8229/1	12/6/2024	CABLE MC & 3/8" SNAP LCK (	23.35	
				8231/1	12/6/2024	MX CLD RLL COOLR 40Q	63.06	
				8236/1	12/8/2024	MISC FASTENERS & ANCHOF	13.91	
				8250/1	12/11/2024	LOCK MAILBOX REPLMT KIT	10.86	
				8263/1	12/13/2024	WALLPLAT 1G GFCI DECOR,	27.70	
				8270/1	12/16/2024	GARDEN SPRAYER, ETC	80.44	
				8284/1	12/18/2024	HX LAG SCRW & BATTERIES	54.53	
				8295/1	12/20/2024	ACE FOAM RLR W/ FRM, ETC	18.99	524.34
121555	1/15/2025	54137	CONSERVE LANDCARE LLC	390811	9/30/2024	RPR'D VALVES @ DIST 17	339.35	
				412780	11/29/2024	RPR'D VALVE @ DIST 16	246.56	
				412783	11/29/2024	RPLC'D VALVE @ DIST 30	179.06	764.97
121556	1/15/2025	44836	DESERT CITY GLASS, INC	2270	12/19/2024	INSTLL'D 1" CLR TEMPERED	1,054.09	
				S3260223.001	11/27/2024	FREIGHT CHRG	108.86	1,162.95
121557	1/15/2025	01089	DESERT ELECTRIC SUPPLY	S3260729.001	12/2/2024	L-FSE LEBAAK 30A 600V FUS	34.46	
				S3262478.001	12/6/2024	LED PANEL LIGHT FIXTURE, I	166.32	
				S3247359.002	11/27/2024	COVER SL-20-MD BRONZE TI	37.27	238.05

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121558	1/15/2025	53007	DESERT PROMOTIONAL &	101785	12/5/2024	JACKET+POLOS+SHIRTS W/	336.04	
				101873	12/11/2024	WALL CLOCK W/ ENGRAVING	217.50	
				101899	12/12/2024	JACKETS W/ EMBROIDERY	172.91	726.45
121559	1/15/2025	13700	DEWEY PEST CONTROL INC.	17075573	12/1/2024	AC2010194, DEC-FEB2025, AL	156.00	
				17075578	12/1/2024	AC1434611, DEC2024, DIST 3:	60.00	
				17075583	12/1/2024	AC1450610, DEC2024, DE OR	160.00	
				17082429	12/1/2024	AC2012540, DEC2024, 51301 I	1,200.00	
				17082430	12/1/2024	AC2012536, DEC2024, 48400 '	1,200.00	
				17094994	12/1/2024	AC1281215, DEC2024, SIERR/	301.00	
				17094995	12/1/2024	AC1281218, DEC2024, 51251 I	900.00	
				17071175	12/1/2024	AC103361, DEC2024, 1540 7T	80.00	4,057.00
121560	1/15/2025	14860	E. K. WOOD LUMBER COMPAI	518857	12/16/2024	ONE-SIDED KEY	8.05	8.05
121561	1/15/2025	54924	EL TRANVIA RESTAURANT	99	11/26/2024	EMPLOYEE THANKSGIVING L	3,346.89	
				100	12/18/2024	SENIOR CENTER HOLIDAY LU	540.20	
				12182024	12/18/2024	CORPORATE YARD LUNCHE(	706.54	4,593.63
121562	1/15/2025	48977	EVERON, LLC	157175539	11/21/2024	LABOR/TRIP CHRG @ 84625 I	523.50	523.50
121563	1/15/2025	44088	FERGUSON ENTERPRISES, IN	4919321-1	11/26/2024	LF 0.5 ELEC LAV FCT COMM (	3,365.78	
				4948429	11/26/2024	1.28 GPF G2 OPTIMA PLUS	598.13	
				4948429-1	11/27/2024	LF 0.5 ELEC LAV FCT BATRY (	2,886.71	
				CM602040	12/9/2024	LF 0.5 ELEC LAV FCT COMM (	-3,226.73	3,623.89
121564	1/15/2025	54881	FERNANDEZ, ANAHI	Edu Reimb	1/8/2025	FY24/25 EDUCATION REIMBU	3,263.66	3,263.66
121565	1/15/2025	56144	FRIENDS OF THE CHILDREN	Refund	1/8/2025	DEPOSIT REFUND- 12/20 LIBI	300.00	300.00
121566	1/15/2025	55660	GANNETT CALIFORNIA LOCAI	0006826468	11/30/2024	NOV2024 PUBLISHED ADS	4,852.14	4,852.14
121567	1/15/2025	51494	GARDA CL WEST, INC.	10804682	1/1/2025	JAN2025 ARMORED TRANSP(	1,284.42	1,284.42
121568	1/15/2025	43733	GLADWELL GOVERNMENTAL	5657	1/6/2025	FY24/25 SBSCRPTN- RECORI	450.00	450.00
121569	1/15/2025	20450	IMPERIAL IRRIGATION DISTRI	50035560-NV24	12/4/2024	AC50035560, 10/29-11/27, ST I	25,078.47	25,078.47

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121570	1/15/2025	45108	IMPERIAL SPRINKLER SUPPL	0018399775-002	12/4/2024	NETAFIM INSERT TEE	7.35	
				0018472142-001	11/13/2024	TURF ROYALE PRILLED YN 5	1,232.31	
				0018472142-002	12/4/2024	PN 15-15-15 MILA YN 50LB	59.47	
				0018473766-001	11/13/2024	RB 8005 ROTOR PC/FC	835.33	
				0018624724-001	11/27/2024	FABRIC/SOD PIN 6" 11GA SQ	17.40	
				0018694846-001	12/5/2024	RB PE-PLASTIC VALVES	218.87	
				0018704409-001	12/6/2024	YELLOW CAUTION TAPE	81.67	
				0018757830-002	12/11/2024	HUNTER NODE BATTERY CO	1,037.25	
				0018775242-001	12/12/2024	AGRIFIM DRIP TUBE, ETC	50.75	
				0018778813-001	12/12/2024	RB-PE PLASTIC VALVE, ETC	127.64	
				0018808448-001	12/16/2024	TURF ROYALE PRILLED YN 5	2,464.62	6,132.66
121571	1/15/2025	55169	INDUSTRIAL HEALTH MEDICA	00013208	12/11/2024	DEC2024 DRUG TEST SVCS	40.00	40.00
121572	1/15/2025	53801	INFOSEND, INC.	277936	12/31/2024	NOV-DEC2024 UTILITY BILLIN	5,447.07	5,447.07
121573	1/15/2025	56145	JIMENEZ, LETICIA	Refund	1/8/2025	FEE REFUND- 12/19 RNTL CA	44.25	44.25
121574	1/15/2025	47328	KONICA MINOLTA	46244920	12/31/2024	C550I, 1515 6TH ST, DEC 202	641.01	641.01
121575	1/15/2025	44047	KONICA MINOLTA BUSINESS	9010251658	12/27/2024	BIZHUB 282, FIRE DEPT, 11/2	5.17	5.17
121576	1/15/2025	45051	LAMAR OF PALM SPRINGS	116639923	12/23/2024	12/23-1/19 POSTER ADVERTI	845.45	
				116639928	12/23/2024	12/23-1/19 POSTER ADVERTI	1,273.00	2,118.45
121577	1/15/2025	42709	LANDMARK CONSULTANTS, II	LP1324-42	12/26/2024	PE12/18 CNSTRCTN MTRL TE	300.00	300.00
121578	1/15/2025	54362	LINDE GAS & EQUIPMENT INC	46479626	11/22/2024	10/20-11/20 IND HIGH PRESS	41.24	41.24
121579	1/15/2025	24600	LOPES HARDWARE	0000912	8/1/2024	COOLER	20.65	
				0000970	12/3/2024	SPRAY PAINT, SINK CLEANEF	419.07	
				0001086	12/4/2024	PADLOCK, POUCH, SOFT BR	199.47	
				0001147	12/3/2024	RESPIRATOR, 50FT CORD, S	439.72	
				0001213	12/17/2024	MARKING PAINT	65.18	1,144.09
121580	1/15/2025	49857	MANPOWER US INC.	39137430	12/15/2024	WE 12/15: I. DURAN	1,319.05	
				39164434	12/29/2024	WE 12/22: I. DURAN	1,114.06	2,433.11
121581	1/15/2025	48220	MARTINEZ, MARITZA	Expns	1/7/2025	11/26 SENIOR CENTER LUNC	402.62	402.62
121582	1/15/2025	56146	MORALES, MIGUEL ANGEL	Refund	12/16/2024	DEPOSIT REFUND- 12/14 BG	300.00	300.00
121583	1/15/2025	01882	NORTHERN TOOL & EQUIPME	54329706	11/27/2024	TIRE SLIME PLUG 30PK	16.53	
				54333410	11/28/2024	TRUCK REPAIR KIT	81.55	98.08
121584	1/15/2025	53050	OCHOA, JOSE	Refund	1/8/2025	DEPOSIT REFUND- 1/4 DATE	300.00	300.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121585	1/15/2025	52757	OLLIN STRATEGIES	270	7/15/2024	JULY2024 CONSULTING SVCS	5,000.00	
				277	8/15/2024	AUG2024 CONSULTING SVCS	5,000.00	
				293	10/15/2024	OCT2024 CONSULTING SVCS	5,000.00	
				308	12/15/2024	DEC2024 CONSULTING SVCS	5,000.00	
				249	4/15/2024	APR2024 CONSULTING SVCS	5,000.00	25,000.00
121586	1/15/2025	47192	O'REILLY AUTO PARTS	2855-342892	12/18/2024	BATTERY	258.00	
				2855-342894	12/18/2024	MOTOR OIL & OIL FILTER	44.34	
				2855-342896	12/18/2024	CERAMIC PAD	60.28	
				2855-342898	12/18/2024	3PK PAPER & 3.5OZ AEROSL	46.69	
				2855-342899	12/18/2024	CAPSULE	56.05	
				2855-342900	12/18/2024	BATTERY	166.43	
				2855-342901	12/18/2024	REPLACE LENS	1.37	
				2855-342903	12/18/2024	TOWING KIT	304.42	
				2855-342970	12/18/2024	EXHAUST SEN	108.33	1,045.91
121587	1/15/2025	55568	PENALBER, PERLA	Refund	1/8/2025	DEPOSIT REFUND- 12/20 LIBI	300.00	300.00
121588	1/15/2025	02028	PETE'S ROAD SERVICE, INC.	24-0804334-00	12/6/2024	MOUNT/BALANCE NEW TIRE	494.88	494.88
121589	1/15/2025	52596	PLANIT PRINT WORKS	936324	12/4/2024	PLANS- DIST #13	7.67	7.67
121590	1/15/2025	46837	PRECISION BACKFLOW	PBF162177	12/9/2024	INSTLL'D BACKFLOW @ AVE	1,650.00	1,650.00
121591	1/15/2025	52344	QUADIENT FINANCE USA, INC	CD 12/12/24	12/12/2024	NOV2024 POSTAGE BY PHON	1,039.00	1,039.00
121592	1/15/2025	52327	QUADIENT LEASING USA, INC	Q1643809	12/19/2024	JA-AP2025, LSE #N22061758,	723.39	723.39
121593	1/15/2025	54500	RELIABLE TRANSLATIONS CC	29647	12/12/2024	12/12 DOCUMENT TRANSLAT	75.00	75.00
121594	1/15/2025	44161	ROBERT HALF	64452135	12/23/2024	WE 12/20: I. GOMEZ	1,633.92	1,633.92
121595	1/15/2025	02296	RYCO TOWING INC.	33613	9/28/2024	9/28 TOWING: HWY86 S/O AV	275.00	
				33614	9/28/2024	9/28 TOWING: HWY86 S/O AV	275.00	
				33735	12/1/2024	12/1 TOWING: 50265 POLK ST	185.00	735.00
121596	1/15/2025	55272	SALAS, LAWRENCE Y.	Dec2024	12/19/2024	DEC2024 CITIZENSHIP CLASS	725.00	725.00
121597	1/15/2025	56143	SECRETARY OF STATE	Copies	1/7/2025	COPIES OF 2021-2022 REGIS	8.00	8.00
121598	1/15/2025	56143	SECRETARY OF STATE	Copies	1/7/2025	COPIES OF 2025 REGISTRY (	6.00	6.00
121599	1/15/2025	55833	SESAC RIGHTS MANAGEMEN	10790061	1/1/2025	JAN-DEC2025 MUSIC PERFOI	1,217.00	1,217.00
121600	1/15/2025	55888	SHAW HR CONSULTING, INC.	012917	12/30/2024	DEC2024 CONSULTING SVCS	175.00	175.00
121601	1/15/2025	44581	SIGNARAMA	INV-126933	12/9/2024	ACRYLIC LOGO SIGN & 1/4" A	415.92	415.92

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121602	1/15/2025	54620	SOUTHWEST PROTECTIVE S	13466	11/1/2024	OCT2024 PATROL SVCS @ LL	5,191.80	
				13467	11/1/2024	OCT2024 PATROL SVCS @ BI	7,573.92	
				13468	11/1/2024	OCT2024 SECURITY SVCS @	9,383.33	
				13588	12/1/2024	NOV2024 PATROL SVCS @ LL	5,680.44	
				13667	12/2/2024	NOV2024 SECURITY SVCS @	8,832.50	
				13668	12/2/2024	NOV2024 PATROL SVCS @ BI	7,573.92	
				13669	12/2/2024	NOV2024 SECURITY SVCS @	5,047.14	49,283.05
121603	1/15/2025	55590	STANDARD INSURANCE COM	Jan2025	12/19/2024	JAN2025 LIFE/AD&D/STD/LTD	6,746.49	
				Jan2025	12/19/2024	JAN2025 LIFE/AD&D PREMIUI	676.12	7,422.61
121604	1/15/2025	55590	STANDARD INSURANCE COM	Dec2024	12/16/2024	DEC2024 DENTAL PPO PREM	5,147.42	
				Dec2024	12/16/2024	DEC2024 COBRA PREMIUM #	17.30	
				Dec2024	12/16/2024	DEC2024 VISION PREMIUM #	1,597.61	
				Dec2024	12/16/2024	DEC2024 DENTAL HMO PREM	1,287.02	8,049.35
121605	1/15/2025	55659	STAPLES	6017704909	11/25/2024	CLOROX WIPES, DURACELL	304.07	304.07
121606	1/15/2025	56136	STRATEGIC ENERGY EXPERT	3011	12/27/2024	DEC2024 CITY MUNICIPAL UT	3,380.00	3,380.00
121607	1/15/2025	00102	SUNLINE TRANSIT AGENCY	INV08425	11/30/2024	NOV2024 CNG FUEL	651.07	651.07
121608	1/15/2025	54550	TBU INC.	50675	11/11/2024	INSTLL'D VALVE/RPR'D LEAK	32,355.06	32,355.06
121609	1/15/2025	54651	THE REINALT-THOMAS CORP	1210457	12/12/2024	INSTLL'D TIRES ON 2021 FOF	367.26	
				1210481	12/12/2024	INSTLL'D TIRES ON 2020 FOF	367.26	
				1210520	12/12/2024	INSTLL'D TIRES ON 2007 HOI	381.78	1,116.30
121610	1/15/2025	48152	TKE ENGINEERING, INC.	2024-1356	1/7/2025	PE9/30 PLNCK, TRACT 38557	533.50	
				2024-1526	1/7/2025	PE10/31 PLNCK, 46600 TYLEF	6,195.00	
				2024-1357	1/7/2025	PE9/30 PLNCK, 53185 CALLE	280.00	
				2024-1358	1/7/2025	PE10/31 PLNCK, 84650 AVE 4	1,015.00	
				2024-1359	1/7/2025	PE9/30 PLNCK, 48151 GRAPE	2,608.50	
				2024-1522	1/7/2025	PE10/31 PLNCK, TRACT 3855	1,600.00	
				2024-1524	1/7/2025	PE10/31 PLNCK, 48151 GRAP	1,975.50	14,207.50
121611	1/15/2025	38250	TOPS N BARRICADES	1110964	12/6/2024	JACKET SOFT SHELL LIME W	182.13	
				1110989	12/9/2024	12/6 HOLIDAY PARADE ROUT	2,000.00	
				1110990	12/9/2024	12/6 K-RAIL PLASTIC RNTLS	87.00	
				1110991	12/9/2024	11/22-12/6 CHNGBLE MSG SI	7,740.00	
				1111002	12/10/2024	12/4-9 BARRICADE RNTLS	1,045.00	11,054.13
121612	1/15/2025	55531	TRINITY EQUIPMENT INC	131402-0002	12/5/2024	11/18-12/15 TRACTOR RNTL	9,960.50	9,960.50
121613	1/15/2025	52593	TROLL FAMILY LIMITED	Dec2024	12/19/2024	LEASE PYMNT OF APN 603-2	5,400.00	5,400.00
121614	1/15/2025	45053	TYLER TECHNOLOGIES, INC.	045-498617	12/18/2024	12/9-12 ERP MIGRATION	8,496.00	8,496.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121615	1/15/2025	55885	V.M. POOL SERVICES AND RE	521	12/16/2024	DEC2024 FOUNTAIN/POOL M/	610.00	610.00
121616	1/15/2025	39645	VALLEY OFFICE EQUIPMENT,	IN2412-1353	12/30/2024	ACC #CO03, 11/23-12/22, CIVI	366.13	366.13
121617	1/15/2025	55530	VENLO RV	121652	11/27/2024	2" BALL MOUNT & HITCH PIN/	173.89	
				121653	11/27/2024	2" BALL MOUNT & 5/16 BALL	173.89	
				943136	11/27/2024	10GAL PROPANE	40.80	388.58
121618	1/15/2025	49255	VEOLIA ES TECHNICAL SOLU	EW1736467	12/10/2024	4FT FLUORESCENT LAMP RE	470.50	470.50
121619	1/15/2025	44966	VERIZON WIRELESS	6100033970	12/1/2024	AC371867190-00001, 11/2-12/	11,021.56	11,021.56
121620	1/15/2025	55882	VISIT GREATER PALM SPRIN	CI-000455	1/1/2025	FY24/25 Q3 CITY FUNDING	8,750.00	8,750.00
121621	1/15/2025	44775	VISTA PAINT CORPORATION	2024-748437-00	12/18/2024	NITRILE GLOVES	14.93	14.93
121622	1/15/2025	49778	WEST COAST ARBORISTS, IN	222366	11/18/2024	11/18 INSTLL'D TREES @ DIS	3,835.00	
				222671	12/2/2024	11/21-12/2 INSTLL'D TREES @	3,400.00	
				223014	11/27/2024	11/27 PALM TREE MAINT @ 1	9,413.00	
				218654	8/31/2024	8/16-31 TREE/STUMP RMVL @	1,177.80	
				221009	10/15/2024	10/1-15 TREE MAINT @ PARK	1,368.50	
				223015	11/30/2024	11/16-30 STUMP RMVL	172.80	19,367.10
121623	1/15/2025	54433	WEX ENTERPRISE EXXONMC	101730094	12/23/2024	ACC 0496-00-726338-7, 11/24-	2,626.39	2,626.39
121624	1/15/2025	51893	WON-DOOR CORPORATION	295785	12/5/2024	INSTLL'D DOOR @ CORP YAF	464.00	464.00

Sub total for WELLS FARGO BANK: 395,215.49

98 checks in this report.

Grand Total All Checks: 554,280.71

Date: **January 15, 2025**

Controller: Ruben Ramirez

Interim City Manager: Maritza Martinez

apChkLst
01/16/2025 7:36:49AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121625	1/16/2025	44836	DESERT CITY GLASS, INC	2270	12/19/2024	INSTLL'D 1" CLR TEMPERED	1,054.09	1,054.09
121626	1/16/2025	01089	DESERT ELECTRIC SUPPLY	S3260223.001	11/27/2024	FREIGHT CHRG	108.86	108.86
						Sub total for WELLS FARGO BANK:		1,162.95

2 checks in this report.

Grand Total All Checks: 1,162.95

Date: **January 16, 2025**

Controller: Ruben Ramirez

Interim City Manager: Maritza Martinez

apChkLst
01/22/2025 1:30:08PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121655	1/22/2025	56151	PEREZ, LUIS	Ref000248854	1/21/2025	UB Refund Cst #00048489 On Acc	232.71	232.71
						Sub total for WELLS FARGO BANK:		232.71

1 checks in this report.

Grand Total All Checks: 232.71

Date: **January 22, 2025**

Controller: Ruben Ramirez

Interim City Manager: William B. Pattison

apChkLst
01/22/2025 1:15:23PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -SEPAR

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2584	1/22/2025	54859	AMAZON CAPITAL SERVICES, IN(	1GHH-LHKC-MRN	1/13/2025	REAR POLICE PATROL BIKE LIGI	717.12	
				1L1Q-1GRC-163G	1/15/2025	HP 210A CYAN TONER CARTRID	441.15	1,158.27
2585	1/22/2025	45929	BECK OIL, INC.	146269	12/19/2024	SHELL AW HYD S2 46	198.69	
				147943	12/31/2024	PE12/31 GRAFFITI DEPT FUEL	78.99	277.68
2586	1/22/2025	44036	DE LAGE LANDEN PUBLIC	83449340	1/13/2025	ACC #1338330, COLOR COPIERS	216.41	216.41
2587	1/22/2025	44713	FARMER BROTHERS CO.	95676854	1/13/2025	COFFEE & FILTERS	401.39	401.39
2588	1/22/2025	00996	HOME DEPOT	9514949	12/3/2024	TRUE TEMPER 18" LAWN RAKE,	494.29	
				9521591	12/3/2024	ECHO TRIMMER LINE, ETC	257.17	
				7230953	12/5/2024	32GAL TRASH CANS	220.73	972.19
2589	1/22/2025	56152	PALM SPRINGS INTERNATIONAL	56204	12/17/2024	2025 PALM SPRINGS FILM FESTI	20,000.00	20,000.00
2590	1/22/2025	09800	PERMA	INV342	1/13/2025	2024-25 ADDNTL APD PROGRAM	759.00	759.00
2591	1/22/2025	31705	RIVERSIDE COUNTY FIRE DEPT.	235496	1/7/2025	FY24/25- 1ST QTR FIRE PROTEC	1,075,762.74	1,075,762.74
2592	1/22/2025	55651	SEEK PERSONNEL STAFFING LL(	002005	1/6/2025	WE 1/5: I. HERNANDEZ	404.80	
				001986	12/27/2024	WE 12/22: A. ESPINO	1,563.26	
				001963	12/9/2024	WE 12/8: I. HERNANDEZ	1,303.20	
				001998	12/30/2024	WE 12/29: I. HERNANDEZ	404.80	3,676.06
2593	1/22/2025	54432	US BANK N.A.	2784132	1/9/2025	COACHELLA RDA SER 2016A TTI	198,058.29	
				2784182	1/9/2025	RDA SUBORDINATE TAX ALLOC I	116,408.07	
				2784137	1/9/2025	COACHELLA RDA SER 2016B TTI	109,381.25	
				2784167	1/9/2025	RDA SUBORDINATE TAX ALLOC I	29,040.09	452,887.70
2594	1/22/2025	55817	VESTIS SERVICES, LLC	26931507	12/21/2024	SHIRTS+POLO+JACKET W/ EMBI	223.87	
				DEC2024 GFRT	12/31/2024	PE12/31, CUST #6136434, UNIFO	36.06	259.93
2595	1/22/2025	50629	VINTAGE ASSOCIATES, INC	235221	12/10/2024	POST STORM RPRS @ RLF RET	20,040.00	
				235220	12/10/2024	POST STORM WALL RPRS @ RL	9,870.00	29,910.00
2596	1/22/2025	00384	WILLDAN FINANCIAL SERVICES	010-61002	1/15/2025	PE12/27 COST ALLOCATION PLN	3,907.00	
				010-60201	10/25/2024	FY24/25 SEWER DISTRICT ADMII	2,500.00	6,407.00

for EFT FOR WELLS FARGO BANK -SEPARATE CHECK: 1,592,688.37

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121627	1/22/2025	51894	ALPHA MEDIA LLC	1071550-2	12/8/2024	12/1-6 AD SPOT: TREE LIGHTING	580.00	580.00
121628	1/22/2025	53052	AVIR, INC.	9-904216-50	12/18/2024	T&M FOR DIGITAL SIGNAGE SYS	3,898.28	3,898.28
121629	1/22/2025	00836	BIO-TOX LABORATORIES	46818	12/20/2024	11/4+18, 12/8 LAB SERVICES	914.55	914.55
121630	1/22/2025	52723	BRIGHT EVENT RENTALS, LLC	814366	10/21/2024	10/18-19 TTC FESTIVAL RNTLS	2,589.71	
				814364	10/21/2024	10/18-19 TTC FESTIVAL RNTLS	1,868.15	
				814706	10/21/2024	10/19 TTC FESTIVAL RNTLS	3,409.18	
				814365	10/21/2024	10/18-19 TTC FESTIVAL RNTLS	4,728.57	
				814363	10/21/2024	10/18-19 TTC FESTIVAL RNTLS	4,591.71	17,187.32
121631	1/22/2025	02048	CDW GOVERNMENT, INC.	AC3BI8E	1/10/2025	SANUS XL TILTING TV WALL MOU	296.76	296.76
121632	1/22/2025	53220	COACHELLA ACE HARDWARE	8300/1	12/20/2024	PIC HANG STRIP LG, ETC	148.69	
				8234/1	12/7/2024	INFLTR GAUGE W/ HOSE 1/4", ET	27.69	176.38
121633	1/22/2025	54137	CONSERVE LANDCARE LLC	412781	11/29/2024	INSTLL'D LNDSCPE & IRRGTN @	75,710.02	75,710.02
121634	1/22/2025	54790	DALKE & SONS CONSTRUCTION	18-RETENTION	6/1/2024	RETENTION- FIRE STATION REH	332,373.69	332,373.69
121635	1/22/2025	44514	DAVID TAUSSIG & ASSOCIATES II	2409246	9/30/2024	PE9/30 FISCAL ANALYSIS OF THI	8,478.60	
				2408188	8/31/2024	PE8/31 FISCAL ANALYSIS OF THI	7,720.40	
				2411019	11/14/2024	PE11/14 FISCAL ANALYSIS OF TH	6,478.70	
				2407057	7/31/2024	PE7/31 FISCAL ANALYSIS OF THI	506.43	23,184.13
121636	1/22/2025	54644	DIGITAL PALM SPRINGS	774493-2	12/31/2024	12/1-31 SOCIAL MEDIA ADS: PUB	3,997.00	
				779345-2	12/31/2024	12/1-31 SOCIAL MEDIA ADS: TEX	3,000.00	
				780806-1	11/30/2024	11/25-12/6 SOCIAL MEDIA ADS: H	552.00	
				780806-2	12/31/2024	11/25-12/6 SOCIAL MEDIA ADS: H	448.00	7,997.00
121637	1/22/2025	15750	FEDEX	8-736-14096	1/10/2025	DEC-JAN2025 FEDEX SVCS	31.41	31.41
121638	1/22/2025	55303	IDS GROUP, INC.	23x047.0-11	12/31/2024	PE12/31 LIBRARY ANNEX SVCS	11,987.00	11,987.00
121639	1/22/2025	20450	IMPERIAL IRRIGATION DISTRICT	50035560-DC24	1/6/2025	AC50035560, 11/28-12/30, ST LIGI	28,945.60	
				50408460-DC24	1/6/2025	AC50408460, 11/28-12/30, WELL #	14,407.44	
				50371785-DC24	1/3/2025	AC50371785, 11/28-12/30, LIFT ST	1,111.97	
				50459796-DC24	1/3/2025	AC50459796, 11/28-12/30	106.31	
				50434217-DC24	1/3/2025	AC50434217, 11/28-12/30	100.11	
				50459795-DC24	1/3/2025	AC50459795, 11/28-12/30	81.11	
				50522793-DC24	1/3/2025	AC50522793, 11/28-12/30, SCADA	73.72	
				50217597-DC24	1/9/2025	AC50217597, 12/5-1/6	65.19	
				50459819-DC24	1/3/2025	AC50459819, 11/28-12/30	52.13	
				50035836-DC24	1/9/2025	AC50035836, 12/4-1/5, WELL #16	37.18	
				MdNV-MdDC	12/17/2024	MID NOVEMBER-MID DECEMBER	70,299.94	115,280.70

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121640	1/22/2025	53801	INFOSEND, INC.	278988	1/8/2025	BURRTEC RECY 2024 INSERTS	1,342.80	
				278990	1/8/2025	BURRTEC RECY 2024 INSERTS	1,342.14	2,684.94
121641	1/22/2025	53151	KLOB-FM	780846-1	12/29/2024	11/25-12/6 AD SPOT: TREE LIGHT	1,500.50	1,500.50
121642	1/22/2025	42709	LANDMARK CONSULTANTS, INC.	LP1324-46	12/26/2024	PE12/18 CNSTRCTN MTRL TESTI	1,020.00	1,020.00
121643	1/22/2025	24250	LEAGUE OF CALIFORNIA CITIES	INV-26674-N4W8Z	1/1/2025	2025 MEMBERSHIP DUES	18,004.00	18,004.00
121644	1/22/2025	45257	LIEBERT CASSIDY WHITMORE	283668	11/30/2024	PE11/30: #CO015-00010	177.50	177.50
121645	1/22/2025	02162	LOWE'S COMPANIES, INC.	78760	11/27/2024	BLACK PLASTIC TRASH CAN DO	215.77	
				78883	11/27/2024	5CT AIRWICK LINEN OIL, ETC	78.41	294.18
121646	1/22/2025	54551	MILLER, BRIDGET	00814	1/13/2025	BUSINESS PORTRAIT SVCS	275.00	275.00
121647	1/22/2025	52757	OLLIN STRATEGIES	314	1/15/2025	JAN2025 CONSULTING SVCS	5,000.00	5,000.00
121648	1/22/2025	42759	PROPER SOLUTIONS, INC.	16748	1/10/2025	WE 1/10: L. SERRATO	1,664.80	
				16749	1/10/2025	WE 1/10: G. AHUMADA	1,535.60	3,200.40
121649	1/22/2025	52344	QUADIENT FINANCE USA, INC.	CD 1/12/25	1/12/2025	DEC2024 POSTAGE BY PHONE #	1,067.78	1,067.78
121650	1/22/2025	53126	ROMAN, KARINA	Scholarship	1/6/2025	2024 YOUTH FOOTBALL SCHOL/	75.00	75.00
121651	1/22/2025	47658	RUIZVA L. PEST CONTROL	149	12/10/2024	DEC2024 SVCS @ FIRE STATION	95.00	95.00
121652	1/22/2025	55659	STAPLES	6020037929	12/25/2024	HP 26X HI-YIELD BLACK 2PK	492.65	
				6020037927	12/25/2024	TR GLS MAG BRD	296.32	
				6020037928	12/25/2024	EXPO LO FINE ASST, DRY ERASI	49.05	
				6020037925	12/25/2024	PUFFS PLUS & MOUSE PAD W/ V	45.33	883.35
121653	1/22/2025	52125	TAG/AMS, INC.	2063	1/15/2025	DEC2024 DRUG TESTING	130.00	130.00
121654	1/22/2025	44966	VERIZON WIRELESS	6102480613	1/1/2025	AC371867190-00001, 12/2-1/1	8,123.03	
				6102480614	1/1/2025	AC371867190-00002, 12/2-1/1	231.24	8,354.27
						Sub total for WELLS FARGO BANK:		632,379.16

41 checks in this report.

Grand Total All Checks: 2,225,067.53

Date: **January 22, 2025**

Controller: Ruben Ramirez

Interim City Manager: William B. Pattison

apChkLst
01/29/2025 11:02:09AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2599	1/29/2025	48014	ALBERT A. WEBB ASSOCIATE	ARIV0006868	12/28/2024	PE12/28 SVCS: CENTRAL PAF	1,736.50	1,736.50
2600	1/29/2025	54859	AMAZON CAPITAL SERVICES,	1G1D-TV9P-WR	1/14/2025	STAINLESS STEEL SCRUBBE	39.24	
				1H4L-QLDT-4Q7	1/15/2025	STANDARD SPECIFICATIONS	388.30	
				1L1Q-1GRC-9P(	1/16/2025	OFFICE DEPOT CLEANING D	17.84	
				1P7C-L6K6-HW:	1/13/2025	UNIVERSAL AC POWER CABL	52.16	
				1VKF-CNCM-LC	1/13/2025	GEARIT XLR TO XLR MICROF	643.28	
				1WGP-3F3F-TT	1/14/2025	SEAGATE BARRACUDA 6TB I	613.03	
				1XLF-LLWJ-6GY	1/15/2025	UNIVERSAL AC POWER CABL	665.22	
				11GF-6R14-WQ(	1/14/2025	VIEWSONIC 27IN IPS 1440P E	1,524.63	
				167Y-VHVQ-QW	12/27/2024	STURDY CONFERENCE TBL	1,956.41	5,900.11
2601	1/29/2025	53291	ANGENIOUS ENGINEERING	19-07A-050	12/31/2024	PE12/31 AVE 50 BRIDGE	9,495.43	9,495.43
2602	1/29/2025	45929	BECK OIL, INC.	147877	12/31/2024	PE12/31 LLMD DEPT FUEL	72.49	
				147881	12/31/2024	PE12/31 STREETS DEPT FUE	297.07	
				147883	12/31/2024	PE12/31 WATER DEPT FUEL	858.22	
				147886	12/31/2024	PE12/31 PARKS DEPT FUEL	340.77	
				147897	12/31/2024	PE12/31 VEHICLE MAINT DEF	285.75	
				147905	12/31/2024	PE12/31 CODE ENF DEPT FU	157.70	
				147915	12/31/2024	PE12/31 SANITARY DEPT FUE	604.20	
				147918	12/31/2024	PE12/31 BLDG MAINT DEPT F	78.93	
				147919	12/31/2024	PE12/31 ADMIN DEPT FUEL	75.35	
				149971	1/15/2025	PE1/15 GRAFFITI DEPT FUEL	82.75	2,853.23
2603	1/29/2025	49486	BRC CONSTRUCTION	1103	1/6/2025	FAB/INSTLL'D PIPE ARM GATI	8,600.00	8,600.00
2604	1/29/2025	43862	BRENNTAG PACIFIC, INC	BPI485097	12/30/2024	APPLIED CREDIT INV #BPI48	1,141.89	
				BPI486846	1/7/2025	CHEMCHLOR SODIUM HYPO	877.93	2,019.82
2605	1/29/2025	02320	CALPERS	1000000178004	1/14/2025	#6373819375, FEB2025 HEAL	145,328.21	
				1000000178004	1/14/2025	#6373819375, FEB2025 HEAL	13,940.58	159,268.79
2606	1/29/2025	49858	CV PIPELINE CORP.	S3594	12/30/2024	DEC2024 HYDRO-WASH @ D	15,265.00	15,265.00
2607	1/29/2025	43672	DESERT VALLEY SERVICES IN	656554	1/6/2025	NITRILE GLOVES	94.62	94.62
2608	1/29/2025	50593	EAN SERVICES, LLC	37838458	12/31/2024	12/5-7 RNTLS: HOLIDAY PARA	2,526.12	2,526.12
2609	1/29/2025	53799	ENTERPRISE FM TRUST	FBN5227641	1/5/2025	JAN2025 LEASE CHRGS (FOF	35,242.13	35,242.13
2610	1/29/2025	44713	FARMER BROTHERS CO.	95676856	1/13/2025	JACKETS, COFFEE, CREAME	579.99	
				95676809	1/7/2025	CREAMERS & STIR STICKS	1,039.19	1,619.18

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2611	1/29/2025	51892	HERC RENTALS, INC.	34886216-004	12/26/2024	11/26-12/26 ROAD GRADER R	8,966.85	
				34886216-005	1/7/2025	12/26 ROAD GRADER RNTL F	748.00	
				35130952-001	12/20/2024	11/27-12/19 TRAILER FLATBEI	1,261.31	
				35171723-001	12/19/2024	12/16-17 ROLLER RIDE-ON SI	1,347.81	12,323.97
2612	1/29/2025	00996	HOME DEPOT	0010240	12/12/2024	HEX LAG SCREW BLACK, ET	139.73	
				5012892	1/6/2025	31GAL GALVANIZED TRASH C	266.21	405.94
2613	1/29/2025	54791	HYDROPRO SOLUTIONS, INC	0003376-IN	12/13/2024	2" FLG MS 4G CF UTG, ETC	10,976.90	10,976.90
2614	1/29/2025	53552	QUENCH USA, INC.	INV08379166	1/1/2025	AC D347648, JAN2025 RNTL,	41.46	
				INV08385882	1/1/2025	AC D347651, JAN2025 RNTL,	41.46	82.92
2615	1/29/2025	48436	UNIVAR SOLUTIONS USA INC.	52649058	12/16/2024	SODIUM BISULFITE	7,463.61	
				52681340	1/3/2025	SODIUM HYPOCHLORITE	815.41	
				52681341	1/3/2025	SODIUM HYPOCHLORITE	815.41	9,094.43
2616	1/29/2025	55817	VESTIS SERVICES, LLC	26960522	1/9/2025	POLOS W/ EMBROIDERY	304.25	
				DEC2024	12/31/2024	PE12/31, CUST #792282344/4	2,926.82	3,231.07
2617	1/29/2025	50629	VINTAGE ASSOCIATES, INC	235297	12/19/2024	INSTLL'D TREES & PLANTS @	8,925.00	
				235108	12/15/2024	DEC2024 LNDSCPE MAINT @	5,247.00	
				235110	12/15/2024	DEC2024 LNDSCPE MAINT @	5,300.00	
				235294	12/19/2024	6500LBS RYE SEED (BGDMA	11,050.00	
				235298	12/19/2024	INSTLL'D PLANTS @ ETHERE	4,845.00	
				235267	12/17/2024	4500LBS RYE SEED (RLF PAF	7,650.00	
				235269	12/17/2024	6670LBS RYE SEED (CITY PA	11,339.00	
				235279	12/18/2024	RPR'D WIRE DAMAGE	755.00	
				235280	12/18/2024	INSTLL'D TREE & PLANTS @	955.00	
				235293	12/19/2024	4500LBS RYE SEED (BGDMA	7,650.00	63,716.00
2618	1/29/2025	51697	WESTERN WATER WORKS SI	1410814-00	1/7/2025	NOZZLE O-RING	2.39	
				1410830-00	12/24/2024	1GAL BITUMASTIC COATING	136.75	
				1410840-00	12/26/2024	SOFT COPPER TUBING 100F	2,240.25	
				1410664-00	1/7/2025	FCC SINGLE BAND 2", ETC	1,353.28	
				1410753-00	12/19/2024	FULL CIRCLE REDI-CLAMP	256.11	3,988.78
2619	1/29/2025	55146	WGJ ENTERPRISES, INC.	11251C-02	12/4/2024	ON-CALL STRIPING SERVICE	150,290.20	150,290.20
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		498,731.14

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121656	1/29/2025	02137	AGGREGATE PRODUCTS, INC	59006	12/18/2024	ACCM-9.5MM (3/8") STATE CC	10,221.13	10,221.13
121657	1/29/2025	46835	AIR AND HOSE SOURCE, INC.	594554	1/22/2025	PRESSURE WASHER HOSE A	968.96	968.96
121658	1/29/2025	55142	AKEL ENGINEERING GROUP,	241186-03	1/10/2025	PE12/31 CV COMPOST (PUMI	1,076.00	
				241219-01	9/23/2024	PE8/31 WATER & SEWER GIS	3,902.75	
				241219-03	12/10/2024	PE11/30 WATER & SEWER GI	10,345.50	
				241219-04	1/10/2025	PE12/31 WATER & SEWER GI	8,983.00	24,307.25
121659	1/29/2025	55267	ALARCON, ALEXANDREA	Refund	1/23/2025	DEPOSIT REFUND- 1/18 COM	300.00	300.00
121660	1/29/2025	56153	ALVAREZ-SANDOVAL, JESUS	Scholarship	1/6/2025	2025 CVSL SCHOLARSHIP- J.	20.00	20.00
121661	1/29/2025	02200	AMERICAN WATER WORKS	SO178797	7/15/2024	MBRSHP RNWL #00640425- N	2,502.00	2,502.00
121662	1/29/2025	53220	COACHELLA ACE HARDWARE	8362/1	1/8/2025	WSTBSKT WHT, TOILET BWL	45.07	
				8386/1	1/13/2025	REG SEL INT FLT 1X QT, GLID	85.65	
				8388/1	1/13/2025	HP GOOD BRUSH FLAT 2"	10.85	141.57
121663	1/29/2025	09560	COACHELLA VALLEY HIGH SC	2024	1/21/2025	COMMUNITY BASED GRANT	1,000.00	1,000.00
121664	1/29/2025	09950	CVWD	Dec 2024	1/1/2025	CN 332543, DEC2024 WELL R	38,874.03	38,874.03
121665	1/29/2025	02115	CWEA	RH-1/31/25	1/6/2025	1/31 CERT RNWL LA GRD 1: F	106.00	106.00
121666	1/29/2025	54602	DE FRANCISCO SHEK, ANDRE	25002	1/22/2025	UPDATE SENIOR OF THE YEA	150.00	
				25003	1/22/2025	ARBOR DAY LOGO AND T-SH	300.00	450.00
121667	1/29/2025	54135	DEL VALLE INFORMADOR INC	2024-203	11/30/2024	NOV-DEC ADS: AVISO DEL PE	750.00	750.00
121668	1/29/2025	12870	DEPARTMENT OF JUSTICE	791480	1/10/2025	DEC2024 BLOOD ALCOHOL A	105.00	105.00
121669	1/29/2025	42761	DEPT OF ENVIRONMENTAL H	IN1030600	2/1/2025	ID #FA0029626, BGDMA CONC	814.00	814.00
121670	1/29/2025	01089	DESERT ELECTRIC SUPPLY	S3265011.001	12/13/2024	ARMORED CABLE, KLEIN 725	213.04	
				S3265946.001	12/17/2024	LUT MS-OPS2-WH 1P SENSO	81.70	
				S3265946.002	12/17/2024	DOTTIE TEKW834 8X3/4 WAF	17.48	312.22
121671	1/29/2025	53007	DESERT PROMOTIONAL &	102292	1/9/2025	2"X8" MATTE GOLD W/ BLK T	69.60	69.60
121672	1/29/2025	55841	DESERT VALLEY POWER SYS	2920	9/24/2024	RPLC'D FUEL INJECTION PUI	3,921.35	3,921.35

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121673	1/29/2025	13700	DEWEY PEST CONTROL INC.	17117602	1/1/2025	AC2028126, JAN-MAR2025, 15	240.00	
				17117603	1/1/2025	AC2012540, JAN2025, 51301 D	1,200.00	
				17117604	1/1/2025	AC2012536, JAN2025, 48400 \	1,200.00	
				17120915	1/1/2025	AC241000, JAN-MAR2025, 151	111.00	
				17130831	1/1/2025	AC1281215, JAN2025, SIERRA	301.00	
				17130832	1/1/2025	AC1281218, JAN2025, 51251 D	900.00	
				17131317	1/1/2025	AC1318239, JAN-MAR2025, FF	99.00	
				17165043	1/1/2025	AC1452292, JAN-MAR2025, 15	159.00	
				17165044	1/1/2025	AC1450610, JAN2025, DE OR(	160.00	
				AC934340-JA/M.	1/1/2025	AC934340, JAN-MAR2025, SA	450.00	
				AC1062335-JA/M	1/1/2025	AC1062335, JAN-MAR2025, C(	444.00	
				AC1315475-JA/M	1/1/2025	AC1315475, JAN-MAR2025, PI	828.00	
				AC1434611-JA/M	1/1/2025	AC1434611, JAN-MAR2025, PA	585.00	
				17138314	1/1/2025	AC1161434, JAN-MAR2025, B(	195.00	
				17141612	1/1/2025	AC1067451, JAN-MAR2025, 15	126.00	
				17148745	1/1/2025	AC1126447, JAN-MAR2025, SM	99.00	
				17151810	1/1/2025	AC1404426, JAN-MAR2025, LI	264.00	
				17154038	1/1/2025	AC102942, JAN-MAR2025, 151	175.50	
				17154591	1/1/2025	AC1008112, JAN-MAR2025, C(	135.00	
				17160206	1/1/2025	AC103361, JAN2025, 1540 7TH	80.00	
				17131318	1/1/2025	AC1318244, JAN-MAR2025, B(	99.00	
				17131319	1/1/2025	AC1318235, JAN-MAR2025, 84	99.00	
				17131320	1/1/2025	AC1318236, JAN-MAR2025, RI	132.00	
				17138309	1/1/2025	AC1178382, JAN-MAR2025, B(	135.00	8,216.50
121674	1/29/2025	42442	DIRECTV	018084532X241	11/26/2024	10/25-12/24 BUSINESS ENT P	418.44	418.44
121675	1/29/2025	55683	DUDEK	202410879	12/18/2024	PE11/22 DEVELOPMENT OF V	2,610.00	
				202410963	12/20/2024	PE11/22 WELL #16 REHAB SV	15,424.75	18,034.75
121676	1/29/2025	14860	E. K. WOOD LUMBER COMPA	519074	1/7/2025	GRN MARK PAINT	48.78	48.78
121677	1/29/2025	56045	ERGOMETRICS AND APPLIED	146693	12/31/2024	CONNECT TESTING MATERIA	160.93	160.93
121678	1/29/2025	48977	EVERON, LLC	157274484	12/3/2024	TRIP CHRG @ 53990 ENTERF	75.00	
				157289457	12/3/2024	JA-MA2025 ALARM/EXT SVC I	374.34	
				157289458	12/3/2024	JAN2025 ALARM/EXT SVC PL	1,414.03	
				157289459	12/3/2024	JAN2025 CELL/EXT SVC PLN,	38.11	1,901.48
121679	1/29/2025	15750	FEDEX	8-742-85279	1/17/2025	JAN2025 FEDEX SVCS	28.74	28.74

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121680	1/29/2025	44088	FERGUSON ENTERPRISES, IN	5007984	12/17/2024	1-1/2X42 SS G/BAR CONC SC	47.84	
				5009286	12/17/2024	1-1/2X36 G/BAR CONC SCRW	86.98	
				5007995	12/17/2024	WHIT SOFT PTRP & 1 SPLY C	197.97	332.79
121681	1/29/2025	51494	GARDA CL WEST, INC.	20626729	12/31/2024	DEC2024 EXCESS LIABILITY/I	379.13	379.13
121682	1/29/2025	54740	HEPTAGON SEVEN CONSULT	20250103	1/17/2025	PE12/16 AVE 50 MEDIAN IMPF	2,490.00	2,490.00
121683	1/29/2025	55809	HOWARD PETRILLA, TARA	02	1/21/2025	PHOTOGRAPHY SVCS (PARK	1,695.00	1,695.00
121684	1/29/2025	20450	IMPERIAL IRRIGATION DISTRI	50035755-DC24	1/7/2025	AC50035755, 11/28-12/30, PUM	44.34	
				50387122-DC24	1/10/2025	AC50387122, 12/5-1/6, SEWEF	54,064.69	
				50487676-DC24	1/9/2025	AC50487676, 12/5-1/5, LIFT ST	18.50	
				50509172-DC24	1/9/2025	AC50509172, 12/4-1/6, CORP '	1,073.40	
				50705542-DC24	1/9/2025	AC50705542, 12/5-1/6, PERMI'	1,155.23	
				50705544-DC24	1/9/2025	AC50705544, 12/4-1/6, PERMI'	308.47	56,664.63
121685	1/29/2025	45108	IMPERIAL SPRINKLER SUPPL'	0018863783-001	12/20/2024	TURF ROYALE PRILLED YN 5	1,232.31	
				0018953487-001	1/6/2025	CALCIUM NITRATE FIELD GR	2,044.26	
				0018953577-001	1/6/2025	HUNTER SINGLE STA BATT C	858.88	4,135.45
121686	1/29/2025	53801	INFOSEND, INC.	279210	1/15/2025	BROADBAND SURVEY INSER	736.59	736.59
121687	1/29/2025	56154	INZUNZA, PRIMITIVO	Refund	1/23/2025	REFUND OF BUSINESS LICEI	184.00	184.00
121688	1/29/2025	56156	KL VENTURES, INC.	48673	12/9/2024	RPLC'D WATER LATERALS, E	40,000.00	40,000.00
121689	1/29/2025	54362	LINDE GAS & EQUIPMENT INC	47035013	12/22/2024	11/20-12/20 IND HIGH PRESSU	41.03	41.03
121690	1/29/2025	24600	LOPES HARDWARE	0001251	1/9/2025	PADLOCKS, ETC	97.83	97.83
121691	1/29/2025	54971	LUA, ANGEL GRANILLO	0009	1/3/2025	OCT-DEC2024 ENGLISH INST	2,677.50	2,677.50
121692	1/29/2025	55038	MEDINA ZENDEJAS COMMUN	1994	12/5/2024	RPLC'D MANHOLE LID+CONC	2,300.00	2,300.00
121693	1/29/2025	55842	MIG, INC.	0089684	1/17/2025	PE12/31 ADA SELF-EVALUATI	7,323.75	7,323.75
121694	1/29/2025	01736	PALM SPRINGS PUMP, INC.	24-5587	1/6/2025	10/23 IRRGTN BOOSTER PUM	1,847.19	1,847.19
121695	1/29/2025	52650	PALMS TO PINES PRINTING A	0114COCSPBO-	1/20/2025	24OZ POLYSURE WATER BO'	1,594.06	1,594.06
121696	1/29/2025	53427	PASTION INDUSTRIES, INC.	046016	12/26/2024	JA-MA2025 FIRE ALARM/RAD	210.00	
				046228	1/7/2025	ANNUAL FIRE INSPECTION @	475.00	685.00
121697	1/29/2025	02028	PETE'S ROAD SERVICE, INC.	24-0808010-00	12/26/2024	FLAT REPAIR	38.44	
				24-0807817-00	12/23/2024	FLAT REPAIR	55.79	94.23
121698	1/29/2025	42759	PROPER SOLUTIONS, INC.	16769	1/17/2025	WE 1/17: L. SERRATO	1,664.80	
				16770	1/17/2025	WE 1/17: G. AHUMADA	1,535.60	3,200.40
121699	1/29/2025	54500	RELIABLE TRANSLATIONS CC	29819	1/14/2025	1/14 SPECIAL CC MTG SVCS	416.50	
				29852	1/17/2025	1/17 DOCUMENT TRANSLATI	75.00	
				29856	1/20/2025	1/20 DOCUMENT TRANSLATI	196.32	687.82
121700	1/29/2025	52644	RODRIGUEZ, CARLOS ALBER'	Scholarship	1/22/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121701	1/29/2025	00382	SAFEGUARD BUSINESS SYST	9006847530	1/22/2025	1099MISC FORMS & ENVELO	168.09	168.09
121702	1/29/2025	56155	SALDIVAR, ANDRES	Scholarship	1/22/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00
121703	1/29/2025	01830	SAM'S FENCE INC.	21789	12/26/2024	RPR'D CHAIN LINK FENCE, E	1,975.00	1,975.00
121704	1/29/2025	55790	SILVERADO TOWING	3781	1/23/2025	1/23 TOWING- AVE 52 TO 461	150.00	150.00
121705	1/29/2025	35450	SOCALGAS	1377 6th-DC24	12/27/2024	AC 012 623 3791 6, 11/22-12/2	132.15	
				1500 6th-DC24	12/27/2024	AC 020 678 1257 4, 11/22-12/2	24.98	
				1515 6th-DC24	12/27/2024	AC 031 523 3700 6, 11/22-12/2	301.05	
				1540 7th-DC24	12/27/2024	AC 008 423 3900 4, 11/22-12/2	112.25	
				84626Bag-DC24	12/27/2024	AC 153 323 6215 9, 11/22-12/2	90.12	
				87075Av54-DC2	12/27/2024	AC 123 573 5834 5, 11/22-12/2	66.32	
				BagPool-DC24	12/27/2024	AC 069 323 6500 7, 11/22-12/2	15.29	742.16
121706	1/29/2025	54620	SOUTHWEST PROTECTIVE S	13736	1/1/2025	DEC2024 SECURITY SVCS @	3,945.48	
				13737	1/1/2025	DEC2024 PATROL SVCS @ BI	7,696.08	
				13738	1/1/2025	DEC2024 SECURITY SVCS @	9,197.58	
				13739	1/1/2025	DEC2024 PATROL SVCS @ LI	5,191.80	26,030.94
121707	1/29/2025	47319	SPARKLETTS	9467308 122424	12/24/2024	DEC2024 WATER @ SANITAR	95.51	95.51
121708	1/29/2025	55659	STAPLES	6020037915	12/25/2024	32GB SDSDB-032G-A46 SECU	16.08	
				6020037916	12/25/2024	AA12 BACK VALUE PACK	11.34	
				6020037919	12/25/2024	STPL UNDATED WALL CAL 24	21.20	
				6020037920	12/25/2024	ADJ HEIGHT FOOT REST, AIF	199.30	
				6020037922	12/25/2024	CABINET PACK NOTES, BRO	741.14	
				6020037924	12/25/2024	BROTHER TZE-2312PK 12MM	73.33	
				6020037932	12/25/2024	STAPLES 8.5X11 COPY CS, E	76.40	
				6020037933	12/25/2024	AVY 1X2 5/8 CLR IJ LBL	14.45	
				6020037936	12/25/2024	SPLS 11X17 MULTI 20/96 CS	77.14	1,230.38
121709	1/29/2025	54550	TBU INC.	50885	1/7/2025	EMERGENCY WTR LEAK RPF	6,566.95	6,566.95
121710	1/29/2025	56157	THE COACHELLA RELEAF, IN	2025 Grant	1/13/2025	CANNABIS EQUITY GRANT P	56,910.00	56,910.00
121711	1/29/2025	51918	THE GREATER COACHELLA V	401257	10/29/2024	COACHELLA STATE OF THE (	8,500.00	8,500.00
121712	1/29/2025	54879	THREE PEAKS CORP	4	12/31/2024	RETENTION- BGDMA PRK MI	21,137.17	21,137.17
121713	1/29/2025	38250	TOPS N BARRICADES	1110910	12/4/2024	15" REFLEX TIR MAG CLEAR/	386.06	
				1111161	12/18/2024	PAINT RED RAPID DRY 5GAL	710.57	1,096.63
121714	1/29/2025	55531	TRINITY EQUIPMENT INC	131402-0003	12/23/2024	12/16-18 TRACTOR RNTL	3,240.00	3,240.00
121715	1/29/2025	44978	TRI-STATE MATERIALS, INC.	115393	12/12/2024	2 MIL TOPPER SAND	6,367.18	
				115520	12/17/2024	2 MIL TOPPER SAND	1,664.57	8,031.75

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121716	1/29/2025	45053	TYLER TECHNOLOGIES, INC.	045-499818	12/31/2024	12/8-11+16 ERP MIGRATION	2,079.53	
				045-501090	1/15/2025	1/6 ERP MIGRATION	1,600.00	3,679.53
121717	1/29/2025	49778	WEST COAST ARBORISTS, IN	221016	10/15/2024	10/1-15 TREE MAINT @ LLMD	25,644.70	
				222422	11/15/2024	11/1-15 TREE MAINT @ LLMD	26,456.00	
				221901	10/31/2024	10/16-31 TREE MAINT @ LLMI	23,818.00	
				223065	11/30/2024	11/16-30 TREE MAINT @ LLMI	23,863.05	99,781.75
121718	1/29/2025	54433	WEX ENTERPRISE EXXONMC	102360437	1/23/2025	ACC 0496-00-726338-7, 12/24-	1,769.74	1,769.74

Sub total for WELLS FARGO BANK: 482,064.73

84 checks in this report.

Grand Total All Checks: 980,795.87

Date: **January 29, 2025**

Controller: Ruben Ramirez

Interim City Manager: William B. Pattison

apChkLst
02/04/2025 12:19:05PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121719	2/12/2025	56164	CASTRO MHP, LLC	Ref000249160	2/3/2025	UB Refund Cst #00058793	52.65	52.65
121720	2/12/2025	56174	COBRA 28 NO. 7, LP	Ref000249170	2/3/2025	UB Refund Cst #00059344	99.06	99.06
121721	2/12/2025	56159	CUELLAR, SOCORRO	Ref000249155	2/3/2025	UB Refund Cst #00039172	71.48	71.48
121722	2/12/2025	56173	E B INVESTMENTS	Ref000249169	2/3/2025	UB Refund Cst #00059133	68.72	68.72
121723	2/12/2025	56162	GOMEZ, OSCAR	Ref000249158	2/3/2025	UB Refund Cst #00058251	78.50	78.50
121724	2/12/2025	56163	HERNANDEZ, KARLA	Ref000249159	2/3/2025	UB Refund Cst #00058728	65.84	65.84
121725	2/12/2025	56161	MAGANA, FRANCISCO	Ref000249157	2/3/2025	UB Refund Cst #00057753	65.97	65.97
121726	2/12/2025	56160	NAVA, HUMBERTO	Ref000249156	2/3/2025	UB Refund Cst #00054623	13.56	13.56
121727	2/12/2025	56165	PULTE GROUP CO, LLC	Ref000249161	2/3/2025	UB Refund Cst #00058850	43.54	43.54
121728	2/12/2025	56166	PULTE GROUP CO, LLC	Ref000249162	2/3/2025	UB Refund Cst #00058854	41.80	41.80
121729	2/12/2025	56167	PULTE GROUP CO, LLC	Ref000249163	2/3/2025	UB Refund Cst #00058855	35.24	35.24
121730	2/12/2025	56168	PULTE GROUP CO, LLC	Ref000249164	2/3/2025	UB Refund Cst #00058856	41.39	41.39
121731	2/12/2025	56169	PULTE GROUP CO, LLC	Ref000249165	2/3/2025	UB Refund Cst #00058861	39.24	39.24
121732	2/12/2025	56170	PULTE GROUP CO, LLC	Ref000249166	2/3/2025	UB Refund Cst #00058870	39.64	39.64
121733	2/12/2025	56171	PULTE GROUP CO, LLC	Ref000249167	2/3/2025	UB Refund Cst #00058876	3.87	3.87
121734	2/12/2025	56172	PULTE GROUP CO, LLC	Ref000249168	2/3/2025	UB Refund Cst #00058909	27.54	27.54
						Sub total for WELLS FARGO BANK:		788.04

16 checks in this report.

Grand Total All Checks: 788.04

Date: **February 12, 2025**

Controller: Ruben Ramirez

Interim City Manager: William B. Pattison

apChkLst
02/05/2025 7:36:19AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2620	2/12/2025	54859	AMAZON CAPITAL SERVICES,	1R44-X1TL-4RM	1/27/2025	SECURITY BOX FOR GOLIVE	43.48	
				1T1G-RL11-CKM	1/23/2025	SPARTAN GOLIVE 4G LTE TR.	540.17	583.65
2621	2/12/2025	45929	BECK OIL, INC.	149943	1/15/2025	PE1/15 SANITARY DEPT FUEL	475.43	
				149948	1/15/2025	PE1/15 BLDG MAINT DEPT FU	76.59	
				149949	1/15/2025	PE1/15 ADMIN DEPT FUEL	33.19	
				149723	1/15/2025	PE1/15 INFO TECH DEPT FUE	84.76	
				149898	1/15/2025	PE1/15 ENG DEPT FUEL	172.16	
				149900	1/15/2025	PE1/15 LLMD DEPT FUEL	72.80	
				149904	1/15/2025	PE1/15 STREETS DEPT FUEL	1,015.00	
				149906	1/15/2025	PE1/15 WATER DEPT FUEL	1,002.63	
				149909	1/15/2025	PE1/15 PARKS DEPT FUEL	265.79	
				149921	1/15/2025	PE1/15 VEHICLE MAINT DEPT	221.09	
				149922	1/15/2025	PE1/15 SENIOR CNTR FUEL	238.26	
				149932	1/15/2025	PE1/15 CODE ENF DEPT FUE	363.09	4,020.79
2622	2/12/2025	49486	BRC CONSTRUCTION	1104	1/8/2025	CNSTRCTN OF PRINCIPAL PL	8,850.00	
				1105	1/8/2025	RPLC'D WROUGHT IRON FEN	64,200.00	
				1106	1/14/2025	OFFICE DIVISION @ CIVIC CE	9,200.00	82,250.00
2623	2/12/2025	43862	BRENNTAG PACIFIC, INC	BPI486847	1/7/2025	APPLIED CREDIT INV #BPI48	5,254.23	5,254.23
2624	2/12/2025	00749	COUNTY OF RIVERSIDE	SH0000047356	1/17/2025	11/14-12/11 LAW ENFORCEME	11,787.49	
				SH0000047355	1/17/2025	11/14-12/11 LAW ENFORCEME	881,906.64	893,694.13
2625	2/12/2025	43672	DESERT VALLEY SERVICES IN	656921	1/9/2025	TISSUE TOILET, URINAL SCR	925.75	
				656922	1/9/2025	COG DISINFECTANT CLEANE	441.64	1,367.39
2626	2/12/2025	00207	GRAINGER INC	9388382856	1/28/2025	DISP GLV, COMBINATION PAD	375.96	
				9388284557	1/28/2025	GRAFFITI PAINT REMOVER T	415.64	791.60
2627	2/12/2025	00996	HOME DEPOT	2013243	1/9/2025	HUSKY 57G PRO GRIP TOTE,	68.44	
				2013286	1/9/2025	HUSKY 3/8IN DR MECH TOOL	681.24	749.68
2628	2/12/2025	44957	INTERWEST CONSULTING GF	1129190	1/23/2025	DEC2024 PLAN REVIEW SVC	1,680.00	
				1243028	1/23/2025	DEC2024 BUILDING INSPECT	440.00	2,120.00
2629	2/12/2025	55651	SEEK PERSONNEL STAFFING	002012	1/14/2025	WE 1/12: A. ESPINO	1,674.40	1,674.40
2630	2/12/2025	55817	VESTIS SERVICES, LLC	26971486	1/15/2025	WMN V NECK W/ EMBROIDEI	22.82	22.82
2631	2/12/2025	51697	WESTERN WATER WORKS SU	1410886-00	1/8/2025	2 BRZ 45 DOMESTIC, 2XCLO	106.47	
				1410893-00	1/9/2025	SOFT COPPER TUBING 100F	1,120.13	1,226.60

Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 993,755.29

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121735	2/12/2025	55327	ACTENVIRO	612095	12/31/2024	HAZMAT CLEANUP @ VISTA [	15,712.45	15,712.45
121736	2/12/2025	55124	ADMINSURE INC.	17579-S	1/16/2025	JAN2025 SUBROGATION SVC	1,843.20	1,843.20
121737	2/12/2025	51489	AIRWAVE COMMUNICATIONS	5403	11/25/2024	INSTLL'D LED LIGHTBAR, ET(	4,304.31	
				5404	11/25/2024	INSTLL'D LED LIGHTBAR, ET(	4,079.31	
				5405	11/25/2024	INSTLL'D LED LIGHTBAR, ET(	4,079.31	
				5406	11/25/2024	INSTLL'D LED LIGHTBAR, ET(	4,079.31	
				5407	11/25/2024	INSTLL'D LED LIGHTBAR, ET(	4,079.31	
				5408	11/25/2024	INSTLL'D LED LIGHTBAR, ET(	4,079.31	
				5409	11/25/2024	INSTLL'D LED LIGHTBAR, ET(	4,079.31	28,780.17
121738	2/12/2025	01436	AMERICAN FORENSIC NURSE	79315	1/27/2025	JULY2024 BLOOD DRAW	70.00	
				79316	1/27/2025	NOV2024 BLOOD DRAW	72.00	142.00
121739	2/12/2025	53274	APOLLO WOOD RECOVERY, I	29457/29458S	1/2/2025	INSTLL'D IPEMA CERTIFIED F	5,016.52	
				29456S	1/2/2025	INSTLL'D IPEMA CERTIFIED F	4,496.89	9,513.41
121740	2/12/2025	43570	ASCAP	2025	1/20/2025	2025 ANNUAL LIC FEE (ACC #	445.92	445.92
121741	2/12/2025	53039	AT&T	542800	12/23/2024	LEA TRACKING (CASE #Y243	170.00	170.00
121742	2/12/2025	54517	BLACK KNIGHT TECHNOLOGI	10348756	1/15/2025	DEC2024 SITXPRO SBSCRPT	250.00	250.00
121743	2/12/2025	55974	BOB MURRAY & ASSOCIATES	10938	1/15/2025	FINANCE DIRECTOR RECRUI	750.00	750.00
121744	2/12/2025	44494	BURRTEC WASTE & RECYCLI	BD 1/1/25	1/1/2025	AC 44-BS 405340, 85075 AVE	65.38	65.38
121745	2/12/2025	42506	BURRTEC WASTE INDUSTRIES	SS1-2025	1/30/2025	SS1 FY24/25 REFUSE COLLE	1,615,525.08	1,615,525.08
121746	2/12/2025	46356	C.V. CONSERVATION COMMIS	Dec2025	1/27/2025	DEC2024 LDMF MULTI-SPECI	13,345.20	13,345.20
121747	2/12/2025	07950	CITY OF COACHELLA	Dec 2024	12/31/2024	DEC2024 WATER- ST, PARKS	46,359.99	
				Dec 2024-LLD's	12/31/2024	DEC2024 WATER- LLD'S	13,389.08	59,749.07
121748	2/12/2025	53220	COACHELLA ACE HARDWARE	7784/1	9/23/2024	MULTI-PUR CLEANER	9.23	
				8242/1	12/10/2024	KEYKRAFTER #14R3 RUBBEF	6.51	
				8289/1	12/19/2024	SM SCRW HX #10X3/4" 150PK	16.30	
				8322/1	12/27/2024	DX HEX BIT SET 1"	17.39	
				8338/1	1/2/2025	ZEROG 50FT FABRIC HOSE	56.54	
				8354/1	1/6/2025	ZEROG 50FT FABRIC HOSE	113.08	
				8357/1	1/7/2025	TRASH CAN 32GAL	50.70	269.75

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121749	2/12/2025	54137	CONSERVE LANDCARE LLC	407375	11/18/2024	TROPICAL STORM DAMAGE I	53,439.50	
				418489	12/20/2024	RPLC'D PLANTS @ DIST 30	4,231.20	
				418490	12/20/2024	RPLC'D VALVE @ DIST 16	368.33	
				418929	12/26/2024	DEC2024 LNDSCPE MAINT @	60,697.00	
				420816	12/31/2024	RPR'D PVC @ DIST 24	188.74	
				420817	12/31/2024	RPLC'D VALVES @ DIST 33	342.91	
				420818	12/31/2024	RPLC'D BATTERY @ DIST 36	238.71	
				420819	12/31/2024	RPR'D VALVES @ DIST 16	383.97	
				420820	12/31/2024	RPR'D VALVE @ DIST 27	184.64	
				422817	12/31/2024	INSTLL'D PLANTS @ DIST 32	6,986.35	
				422818	12/31/2024	INSTLL'D PLANTS @ DIST 36	2,346.20	
				423201	1/7/2025	RPR'D EROSION, ETC @ DIS	505.05	129,912.60
121750	2/12/2025	11800	COUNTY OF RIVERSIDE	AN0000003070	1/31/2025	DEC2024 ANL SHLTR+FIELD+	29,931.18	29,931.18
121751	2/12/2025	09650	CVAG	Dec2024	1/27/2025	DEC2024 TUMF FEES	21,920.00	
				CV25078-24	11/25/2024	PE7/27 ATP- ARTS & MUSIC L	3,238.96	
				CV25088-24	11/25/2024	AUG2024 ATP- ARTS & MUSIC	45.96	
				CV25094-24	11/26/2024	AUG2024 ATP- ARTS & MUSIC	573.63	
				CV25126-24	12/18/2024	PE9/28 ATP- ARTS & MUSIC L	9,386.35	
				CV25131-24	12/23/2024	SEPT2024 ATP- ARTS & MUSI	120.06	
				CV25161-25	1/24/2025	SEPT2024 ATP- ARTS & MUSI	555.65	
				CV25165-25	1/24/2025	PE10/26 ATP- ARTS & MUSIC	2,890.26	
				CV25173-25	1/27/2025	OCT2024 ATP- ARTS & MUSIC	643.20	
				CV25190-25	1/27/2025	OCT2024 ATP- ARTS & MUSIC	502.85	
				CV25200-25	1/28/2025	PE11/23 ATP- ARTS & MUSIC	3,055.17	
				CV25205-25	1/28/2025	NOV2024 ATP- ARTS & MUSIC	386.90	43,318.99
121752	2/12/2025	02276	CWEA/CORBS	1/25 Dnr	1/15/2025	1/25 AWARDS DINNER: R. HU	50.00	50.00
121753	2/12/2025	53007	DESERT PROMOTIONAL &	102604	1/28/2025	POLO SHIRTS EMBROIDERY	140.00	140.00
121754	2/12/2025	55683	DUDEK	202411343	1/13/2025	PE12/27 WELL #16 REHAB SV	6,030.00	
				202411344	1/13/2025	PE12/24 DEVELOPMENT OF \	6,743.75	12,773.75
121755	2/12/2025	14700	E. S. BABCOCK & SONS, INC.	CREDIT-0076D	2/1/2025	CREDIT ON ACCOUNT	-81.99	
				CREDIT-0076W	2/1/2025	CREDIT ON ACCOUNT	-655.48	
				CL40777-0076W	12/31/2024	OCT-NOV2024 LAB SAMPLES	2,950.20	
				CL40779-0076D	12/31/2024	OCT-NOV2024 LAB SAMPLES	3,871.07	6,083.80
121756	2/12/2025	15750	FEDEX	8-750-62603	1/24/2025	JAN2025 FEDEX SVCS	11.68	11.68

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121757	2/12/2025	44088	FERGUSON ENTERPRISES, IN	4909286	1/6/2025	CVR 1.28 GPF SLOAN, ETC	1,410.33	
				5046009	1/6/2025	1-1/4X1-1/4 CLST SPUD, ETC	93.02	1,503.35
121758	2/12/2025	55660	GANNETT CALIFORNIA LOCAI	0006873125	12/31/2024	DEC2024 PUBLISHED ADS	1,584.72	1,584.72
121759	2/12/2025	56122	GEARGRID, LLC	0025463-IN	1/23/2025	SIDE 20" HINGE, ETC	796.00	796.00
121760	2/12/2025	54740	HEPTAGON SEVEN CONSULT	20250105	1/29/2025	PE1/29 ENG SVCS @ BGDMA	900.00	900.00
121761	2/12/2025	56142	IGLESIA FUENTE DE VIDA	Refund	1/28/2025	DEPOSIT/FEE REFUND- 1/24	388.50	388.50
121762	2/12/2025	43383	IIMC	Mbrshp 2025	1/9/2025	ID #48867, 2025 MBRSHP: D. (	135.00	135.00
121763	2/12/2025	45108	IMPERIAL SPRINKLER SUPPL	0018973617-001	1/7/2025	JUMBO VALVE BOX W/ COVE	83.40	
				0018978991-001	1/8/2025	TURF ROYALE PRILLED YN 5	1,584.41	
				0018984933-001	1/8/2025	LODGE POLE TREE STAKE, E	32.21	1,700.02
121764	2/12/2025	00932	INDIO CAR WASH, INC.	003-00018-24	3/1/2024	MAR2024 CAR WASH SERVIC	100.00	
				005-00018-24	5/1/2024	MAY2024 CAR WASH SERVIC	135.96	
				007-00018-24	7/1/2024	JULY2024 CAR WASH SERVIC	101.97	
				009-00018-24	9/1/2024	SEPT2024 CAR WASH SERVI	33.99	371.92
121765	2/12/2025	55169	INDUSTRIAL HEALTH MEDICA	00013521	1/22/2025	JAN2025 DRUG TEST & PHYS	170.00	170.00
121766	2/12/2025	52906	JOHNSON CONTROLS SECUF	40458649	8/10/2024	9/1-11/30 ALARM @ 1515 6TH	1,702.22	1,702.22
121767	2/12/2025	24250	LEAGUE OF CALIFORNIA CITI	2852	1/20/2025	2025 RIV COUNTY MEMBERS	100.00	100.00
121768	2/12/2025	54362	LINDE GAS & EQUIPMENT INC	46610077	11/28/2024	CUT ATTACH COMBO TRADE	181.82	181.82
121769	2/12/2025	24600	LOPES HARDWARE	0000962	12/17/2024	PADLOCKS, HAND PUMP, 20(	1,659.17	1,659.17
121770	2/12/2025	02162	LOWE'S COMPANIES, INC.	992841	1/8/2025	USG 24-48 RADAR TILE 8CT	569.09	569.09
121771	2/12/2025	49561	LSA ASSOCIATES, INC.	194612	6/30/2024	PE6/28 ANNEXATION OF POC	6,345.00	
				195053	7/31/2024	PE7/31 ANNEXATION OF POC	1,273.75	
				196321	10/31/2024	PE10/31 ANNEXATION OF PO	2,270.00	
				196092	9/30/2024	PE9/30 ANNEXATION OF POC	9,396.25	19,285.00
121772	2/12/2025	49857	MANPOWER US INC.	39221523	1/26/2025	WE 1/26: A. GONZALES	1,176.48	1,176.48
121773	2/12/2025	54462	MARINE INDUSTRIAL TANK IN	2024351354	12/2/2024	WATER TANK CLEANING @ V	13,175.00	13,175.00
121774	2/12/2025	56176	MONTEJANO, PAULINA	Scholarship	2/3/2025	2025 CYBSA SCHOLARSHIP-	120.00	120.00
121775	2/12/2025	55951	MORALES, JOVANNA	Scholarship	1/27/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00
121776	2/12/2025	54877	NAVARRO, JESSICA	Edu Reimb	1/23/2025	FY24/25 EDUCATION REIMBU	3,414.23	3,414.23

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121777	2/12/2025	47192	O'REILLY AUTO PARTS	2855-342950	12/18/2024	BATTERY	60.81	
				2855-348331	1/6/2025	CONNECTOR	12.01	
				2855-348666	1/7/2025	SIDE TOOL BOX	2,834.59	
				2855-348670	1/7/2025	SIDE TOOL BOX	2,024.71	
				2855-348935	1/8/2025	5QT MOTOR OIL, ETC	39.99	
				2855-349018	1/8/2025	OIL DRN PLUG	5.48	
				2855-349268	1/9/2025	BATTERY	300.78	
				2855-349283	1/9/2025	BATTERY	214.21	
				2855-350923	1/14/2025	TOWING	65.24	
				2855-350961	1/14/2025	BATTERY	129.00	
				2855-351243	1/15/2025	BATTERY	300.78	
				2855-351513	1/16/2025	SHOP TOWEL	20.65	
				2855-351535	1/16/2025	BATTERY	166.43	
				2855-351624	1/16/2025	BATTERY	166.43	
				2855-355286	1/27/2025	LIFT SUPPORT & BATTERY	140.57	
				2855-350695	1/13/2025	BATTERY	214.21	6,695.89
121778	2/12/2025	50595	PACIFIC LIGHTWAVE INC	84336	12/24/2024	JAN2025 INTERNET SVCS	799.00	
				85744	1/24/2025	FEB2025 INTERNET SVCS	799.00	1,598.00
121779	2/12/2025	52650	PALMS TO PINES PRINTING A	0109COCFIF0-F	1/20/2025	FILE FOLDERS	493.35	
				0114COCRALT-I	1/23/2025	RALLY TOWEL	1,948.90	
				0115COCGOR-F	1/24/2025	GRAND OPENING RIBBONS	629.06	
				0116COCSCB-F.	1/22/2025	MINI VINYL SOCCER BALLS	2,400.75	5,472.06
121780	2/12/2025	54812	PAX FITNESS REPAIR, LLC	3069	1/28/2025	JAN2025 PREVENTATIVE MAI	225.00	225.00
121781	2/12/2025	01395	PJ'S DESERT TROPHIES & GII	27823	1/9/2025	2"X10" NAME PLATES	36.98	36.98
121782	2/12/2025	52596	PLANIT PRINT WORKS	937329	1/27/2025	SCANNED FILES/PLANS INTC	11,946.25	
				937330	1/27/2025	SCANNED FILES/PLANS INTC	3,775.50	
				937369	1/28/2025	CONST SETS- TYLER ST SEV	1,662.35	17,384.10
121783	2/12/2025	42443	RDO EQUIPMENT CO.	P1225845	1/9/2025	CUTTING ED & BOLT	353.05	353.05
121784	2/12/2025	54500	RELIABLE TRANSLATIONS CC	29198	10/23/2024	10/23 DOCUMENT TRANSLAT	75.00	75.00
121785	2/12/2025	52991	S & D CAR WASH MANAGEME	ARB209683	12/31/2024	DEC2024 CAR WASH SERVIC	279.60	279.60
121786	2/12/2025	55657	SARINANA, BRENDA	Scholarship	1/28/2025	2025 CYBSA SCHOLARSHIP- .	60.00	60.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121787	2/12/2025	35450	SOCALGAS	1377 6th-JA25	1/27/2025	AC 012 623 3791 6, 12/23-1/23	141.88	
				1500 6th-JA25	1/27/2025	AC 020 678 1257 4, 12/23-1/23	41.58	
				1515 6th-JA25	1/27/2025	AC 031 523 3700 6, 12/23-1/23	425.15	
				1540 7th-JA25	1/27/2025	AC 008 423 3900 4, 12/23-1/23	168.12	
				84626Bag-JA25	1/27/2025	AC 153 323 6215 9, 12/23-1/23	232.38	
				87075Av54-JA25	1/27/2025	AC 123 573 5834 5, 12/23-1/23	67.39	
				BagPool-JA25	1/27/2025	AC 069 323 6500 7, 12/23-1/23	15.29	1,091.79
121788	2/12/2025	55590	STANDARD INSURANCE COM	Feb2025	1/21/2025	FEB2025 LIFE/AD&D/STD/LTD	6,798.36	
				Feb2025	1/21/2025	FEB2025 LIFE/AD&D PREMIUI	677.72	7,476.08
121789	2/12/2025	55590	STANDARD INSURANCE COM	Jan2025	1/15/2025	JAN2025 COBRA PREMIUM #7	17.30	
				Jan2025	1/15/2025	JAN2025 DENTAL PPO PREMI	4,927.19	
				Jan2025	1/15/2025	JAN2025 DENTAL HMO PREM	1,390.81	
				Jan2025	1/15/2025	JAN2025 VISION PREMIUM #7	1,597.00	7,932.30
121790	2/12/2025	55659	STAPLES	6020037921	12/25/2024	HP 206X HY BLACK TONER C	122.77	
				6020037931	12/25/2024	PRESTIGE2 MOB EASELS	1,062.48	
				6020037934	12/25/2024	RY25 BS RUE DUFLORE 11X8	35.06	
				6020037935	12/25/2024	HP 206X HY BLACK TONER C	401.07	
				6020037917	12/25/2024	4-COLOR TONER SET	512.17	
				6020037918	12/25/2024	BATTERY ALK AA 36PK, BIC R	83.19	
				6020037926	12/25/2024	MR CLEAN PRO FLR CLNR, E	80.68	
				6020037930	12/25/2024	TERVINA BLACK LUXURA CH	3,537.13	5,834.55
121791	2/12/2025	00102	SUNLINE TRANSIT AGENCY	INV08510	12/31/2024	DEC2024 CNG FUEL	243.96	243.96
121792	2/12/2025	54550	TBU INC.	50876	12/30/2024	RELOCATE WTR SVC LINE @	4,528.76	
				50877	12/30/2024	RELOCATE WTR SVC LINE @	10,030.27	
				50888	1/7/2025	EMERGENCY WTR LEAK RPF	4,527.04	
				50893	1/14/2025	EMERGENCY WTR LEAK RPF	6,750.89	25,836.96
121793	2/12/2025	54651	THE REINALT-THOMAS CORP	1212913	1/14/2025	INSTLL'D TIRES ON 2020 FOF	369.44	369.44
121794	2/12/2025	44978	TRI-STATE MATERIALS, INC.	115565	12/16/2024	2 MIL TOPPER SAND	1,591.80	1,591.80
121795	2/12/2025	38800	UNDERGROUND SERVICE AL	24-251989	1/1/2025	CA STATE FEE FOR REGULAT	44.90	
				1220240127	1/1/2025	DEC2024- 136 NEW TICKETS	261.60	306.50
121796	2/12/2025	55885	V.M. POOL SERVICES AND RE	583	1/8/2025	JAN2025 FOUNTAIN/POOL MA	610.00	610.00
121797	2/12/2025	39640	VALLEY LOCK & SAFE	191664	1/21/2025	CASH BAG KEYS	20.88	20.88
121798	2/12/2025	39645	VALLEY OFFICE EQUIPMENT,	IN2501-1396	1/24/2025	ACC #CO03, 12/23-1/22, CIVIC	537.49	537.49
121799	2/12/2025	55816	VERIZON CONNECT FLEET U	610000066147	1/2/2025	DEC2024 VEHICLE TRACKING	1,334.45	1,334.45

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121800	2/12/2025	44775	VISTA PAINT CORPORATION	2025-790575-00	1/28/2025	COVERALL EXT FLAT WHITE-	21.92	
				2025-792174-00	1/29/2025	STRAINER & INLET FILTER	122.84	144.76
121801	2/12/2025	49778	WEST COAST ARBORISTS, IN	223866	12/31/2024	12/16-31 TREE MAINT @ LLMI	17,432.55	
				223987	1/2/2025	1/2 INSTLL'D TREES @ DIST :	5,400.00	
				223975	1/3/2025	1/3 INSTLL'D TREES @ DIST :	4,950.00	
				223268	12/15/2024	12/1-15 TREE MAINT @ LLMD	21,008.50	48,791.05
121802	2/12/2025	54464	WHITE CAP, L.P.	50029501310	12/12/2024	3" FIBRE-METAL CROWN W/ I	131.75	
				50029513447	12/12/2024	HONDA GX100 RAMMER 2.8H	3,163.31	3,295.06
121803	2/12/2025	54691	WILD BILL'S SPRAY EQUIPME	4927	1/16/2025	RPR'D SPRAY PAINT EQUIPM	409.16	409.16
121804	2/12/2025	48971	XPRESS GRAPHICS & PRINTI	25-67960	1/23/2025	PUBLIC & SAFETY BUSINESS	124.62	
				25-67968	1/23/2025	RED INSPECTION STAMPS	48.49	
				25-68031	1/27/2025	GARAGE SALE SIGNS	1,280.06	
				25-68096	1/29/2025	CODE ENFORCEMENT BUSIN	69.35	1,522.52
121805	2/12/2025	56175	YOUTH LEADERSHIP INSTITU	Refund	1/28/2025	DEPOSIT REFUND- 1/22 LIBR	300.00	300.00

Sub total for WELLS FARGO BANK: 2,157,604.58

83 checks in this report.

Grand Total All Checks: 3,151,359.87

Date: **February 12, 2025**

Controller: Ruben Ramirez

Interim City Manager: William B. Pattison

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to execute a letter agreement with Zambelli Fireworks for a special event pyrotechnic program for the City's 2025 Fourth of July program, in the amount of $52,000.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a letter agreement with Zambelli Fireworks for special event pyrotechnic program for the City's 2025 Fourth of July program, in the amount of $52,000.

EXECUTIVE SUMMARY:

Staff solicited bids for a twenty-minute pyrotechnic special event program for the 2025 Fourth of July Program. Staff is recommending the event date be **July 3, 2025 (Thursday)**; last year the event was held on Wednesday, July 3. Please see the below responses received.

Vendor	20-minute Show	Number of Shells
Zambelli Fireworks	$52,000	N/A
Fireworks America	Non-Responsive	N/A
Pyro Spectacular	Non-Responsive	N/A

Staff is recommending authorization to award the 2025 Fourth of July pyrotechnic program to Zambelli Fireworks.

FISCAL IMPACT:

None.

Attachment: Proposed Letter Agreement

City of **Coachella**

53-990 Enterprise Way, Coachella, California 92236

February 12, 2025

Zambelli Fireworks Manufacturing Co.
120 Marshall Drive, Waffendale, PA 15086
Re: Letter of Agreement for 2025 Fourth of July Program

Dear Mr. Hagan:

This letter shall be our Agreement regarding the July 3, 2025 Fireworks Display described below ("'Services") to be provided by Zambelli Fireworks Manufacturing Co., a corporation, ("Contractor") *as* an independent contractor to the City of Coachella for the City's 2024 Fourth of July Program ("Project").

The Services to be provided include the following: twenty-minute fireworks display on July 3, 2025 at Bagdouma Park. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall not exceed Fifty Two Thousand Dollars and No Cents ($52,000.00).

Contractor is aware of the requirements of California Labor Code Section 1720, et _., and 1770, et _., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shal1 post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. lf Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall be completed on July 3, 2025. The City may terminate this Letter of Agreement up to June 3, 2025 without cause. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. To the fullest extent permitted by Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expe1t witness fees, and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volm1teers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

CITY OF COACHELLA

Approved by:

_____
William B. Pattison, Jr.
City Manager

CONTRACTOR

Reviewed and Accepted by Contractor:

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT ' A'

Zambelli
FIREWORKS

City of Coachella Independence Day 2025
20 Minute Fireworks Celebration

Zambelli Fireworks

John Hagan
800-322-7142
502-220-7944
jhagan@zambellifireworks.com
Shafter, CA

Zambelli
FIREWORKS

FIREWORKS PROPOSAL

City of Coachella
Bagdouma Park
2025 July Fireworks Celebration

Show Date Options: Thursday July 3, 2025

Show Budget: $52,000 * 20-minute display (an all-inclusive show budget).

Insurance Liability Coverage: $10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to “AAA” rated companies.

State, Local and Federal Permits: Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

Transportation Liability Coverage: $5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California.

Site Security and Fire Protection: Customer will assist in providing site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli FIREWORKS

2025 CITY OF COACHELLA JULY FIREWORKS

SYNOPSIS FOR A TWENTY MINUTE DISPLAY

DEVICE DESCRIPTION	QUANTITY
ZAMBELLI MULTI SHOT DEVICES (CAKES)	
QUANTITY TWO EACH:	
35 Shot Rainbow Dahlias w/Assorted Colored Tails	70
35 Shot Variegated Moons w/Titanium Reports and Tail	70
35 Shot Gold Brocade Waterfalls w/Gold Tails	70
35 Shot Green and Purple Moon Fan Box w/Green Tail	70
35 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	70
35 Shot Colorful Pears w/Reports	70
35 Shot Screaming Silver Dervish	70
QUANTITY FOUR EACH:	
36 Shot Super Brocade w/Gold Tails Fan Box	144
36 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	144
36 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box	144
36 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box	144
36 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box	144
36 Shot Falling Leaves to Cracking Willow	144
36 Shot Crackling Coconut Palm with Color Pistil	144
QUANTITY FOUR EACH:	
100 Shot Variegated Chrysanthemum w/Palm and Silver Tails	400
100 Shot Red Crackling and Green Glittering w/Purple Mines	400
100 Shot Silver Crackling Flowers w/Silver Tails	400
100 Shot Brocade Crown w/Brocade Tail	400
100 Shot Silver Bees	400
100 Shot Variegated Chrysanthemum w/Palm and Silver Tails	400
100 Shot Red Crackling and Green Glittering w/Purple Mines	400
QUANTITY TEN EACH:	
400 Shot V -Shaped Special Effect Multi Shot Repeater	4000
408 Shot Z -Shaped Special Effect Multi Shot Repeater	4080
TOTAL NUMBER OF MULTI EFFECT SHOTS	**12,378**
TWO AND A HALF INCH DIAMETER SHELLS	
Two and Half Inch Zambelli Specialty Shells	220
Two and Half Inch Palm Shells	200
Two and Half Inch Tourbillion Shells	200
Two and Half Inch Dahlia Shells	200
Two and Half Inch Chrysanthemum Shells	200
Two and Half Inch Serpent Effect Shells	200
Two and Half Inch Multi-Effect Shells	200
Two and Half Inch Zambelli Salute Shells	200
TOTAL NUMBER OF TWO AND HALF INCH DIAMETER SHELLS BODY	**1620**
ZAMBELLI GRAND FINALE	
Two and Half Inch Assorted Color Finale Display Shells	220
Two and Half Inch Titanium Salute Report Shells	220
Two and Half Inch Zambelli Specialty Finale Display Shells	100
TOTAL NUMBER OF GRAND FINALE SHELLS	**540**

TOTAL NUMBER OF SHOTS/ SHELLS IN THE DISPLAY 14,538

Zambelli FIREWORKS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Allied Specialty Insurance, Inc.
10451 Gulf Blvd
Treasure Island, FL 33706-4814

CONTACT NAME: Michelle Kugler
PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695
E-MAIL ADDRESS: mkugler@alliedspecialty.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : T.H.E. Insurance Company	12866
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ZAMBELLI FIREWORKS MFG CO, INC., ETAL
120 Marshall Drive,
Warrendale, PA 15086

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPP0103167-05 SAMPLE	02/01/2018	02/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Protection & Indemnity	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CPP0103167-05	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			ELP0011081-05 Excess P & I Included	02/01/2018	02/01/2019	EACH OCCURRENCE	$ 9,000,000
							AGGREGATE	$ 9,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	Coverage is afforded in the State(s) of:			[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Inland Marine / Hull			CPP0103167-05	02/01/2018	02/01/2019	Hull Limit Show Limit	$900,000 $1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: Rain Date: Location:

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol A Serra

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STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize a Structural Property Improvement Program (SPIP) Grant in the Amount of $20,000 to Farzana Qureshi (Indus Medical Center) for Improvements to the Property Located at 791 Orchard Street, Coachella, CA and Authorize the City Manager to Execute Associated Documents

---

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing a Structural Property Improvement Program (SPIP) application for a forgivable matching grant of $20,000 to Farzana Qureshi, owner of Indus Medical Center, and authorize the City Manager to execute the associated documents on behalf of the City.

BACKGROUND:

The Structural Property Improvement Program (SPIP) is designed to incentivize private property owners to invest in seismic retrofits of their properties in the downtown Pueblo Viejo area. This forgivable matching grant uses some of the features used successfully by other California municipal governments to incentivize business/property owners to rehabilitate properties over the past 30 years. The structure of an incentive program often determines its success and matching grant programs have the highest success rate as opposed to a low interest loan based programs. Downtown Revitalization often entails designing a program to meet the needs of the specific municipality's circumstances. In a challenged commercial real estate market, with a high percentage of absentee investors as property owners, it can be difficult to reach significant adoption rates with low interest loan programs, as opposed to matching grant or forgivable loan programs.

DISCUSSION/ANALYSIS:

Indus Medical Project submitted final plans for tenant improvements and the complete exterior structural renovations for the old "Dr. Wade Medical Office" located at 791 Orchard Avenue (APN: 778-053-009). Staff subsequently coordinated with the owners as they reviewed prior building studies, title reports and design options needed to complete the seismic/structural work. Due to the SPIP policies and guidelines this property is eligible for Twenty Thousand ($20,000) dollars due to it having a frontage of over 90 linear feet.

The renovations also included a repaved parking lot, new landscaping/irrigation, trash enclosure, new stucco/plaster finish with new windows and awnings, a copper/patina wainscot, new gooseneck lamps and similar architectural features. Development Services staff worked with the applicant on final design detailing to be consistent with the Pueblo Viejo design guidelines and fast-tracked the renovation project. A certificate of occupancy was issued on January 22, 2022.

ALTERNATIVES:

1. Authorize a Structural Property Improvement Program (SPIP) Grant to Farzana Qureshi (Indus Medical Center) for Improvements of the Property Located at 791 Orchard Street, Coachella, CA and Authorize the City Manager to Execute Associated Documents

2. Do not approve the SPIP funding request.

(continued on next page)

FISCAL IMPACT:

The current action is authorizing $20,000 from the City's General Fund Reserves.

Attachments:

1. Operating Covenant Agreement
2. Deed of Trust
3. Promissory Note
4. SPIP Application
5. Proof of Ownership

OPERATING COVENANT AGREEMENT

THIS OPERATING COVENANT AGREEMENT (this **"Agreement"**) is dated as _____, 2025 ("**Effective Date**"), and is entered into by and between the CITY OF COACHELLA, a California municipal corporation (**"City"**), and INDIVIDUAL, FARZANA QURESHI ("**Owner**"). The City and Owner (individually a "**Party**" and collectively, the "**Parties**") enter into this Agreement with reference to the following recited facts (each a **"Recital"**):

RECITALS

A. The City has adopted a structural property improvement program ("**SPIP**") to assist in the seismic retrofit of certain properties located in the downtown area of the City on Orchard Avenue in the Downtown Pueblo Viejo District, between 4th Street and 6th Street. (**"Program Area"**); and

B. Owner owns a property located in the Program Area at **791 Orchard Avenue** in the City of Coachella, California, as further described in Exhibit A attached hereto and incorporated herein by this reference ("**Property**"), and has performed or will have perform certain seismic retrofit and other improvements to the Property (the "**Improvements**"); and

C. Owner has requested financial assistance from the City in an amount of Twenty Thousand Dollars ($20,000.00) (**"SPIP Loan"**) for reimbursement of certain costs of the Improvements, and in consideration for the SPIP Loan, Owner has agreed to operate, or cause to be operated, a Business on the Property for the Operating Period (as defined below).

TERMS

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, CITY AND OWNER AGREE, AS FOLLOWS:

1. Definitions. All initially capitalized terms used in this Agreement shall have the meanings set forth in this Section 1 or, if not defined in this Section 1, where such term first appears in this Agreement, unless the context of usage clearly requires another meaning.

1.1 **Approval**. Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, or amendment to any of the foregoing, as shall be necessary or appropriate under any applicable law to construct the Improvements or operate the Business.

1.2 **Business**. The business of the Owner, or of a tenant of the Owner, which is operated on the Property as of the date hereof, or such other business of the Owner, or a tenant of the Owner, as may be operated on the Property from time to time.

1.3 **Deed of Trust**. That certain Deed of Trust and Fixture Filing (With Security Agreement) dated as of the date hereof, executed by Owner, as trustor, in favor of the City, as beneficiary.

1.4 **Improvements Completion Date**. The later of the date on which the Owner is issued a Certificate of Occupancy or an approved final inspection by the City with respect to the Improvements.

1.5 **Note**. That certain Promissory Note dated as of the date hereof in the amount of the SPIP Loan, executed by Owner in favor of the City.

1.6 **Operating Period.** The time period beginning on the Improvements Completion Date and ending on the fifth (5th) anniversary of the Improvements Completion Date; provided that the Operating Period may be extended up to a maximum period of six (6) years from the Improvements Completion Date as provided in Section 2.

1.7 **Person**. Any association, corporation, governmental entity or City, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

2. Operating Covenant. Owner covenants to the City to continuously operate (for a period of not less than 8 hours per day for a minimum of four days per week), or cause a tenant of the Property ("**Tenant**") to operate, a Business on the Property throughout the entirety of the Operating Period. Owner shall, for the entirety of the Operating Period, at Owner's sole cost and expense (or at the expense of a Tenant, as applicable), obtain and maintain all franchises, permits, contractual arrangements, licenses, and registrations necessary for the continuous operation of the Business, or require the foregoing to be performed by a Tenant. Notwithstanding the foregoing, in the event the Business shall cease operation for any reason, Owner shall be permitted up to a period of six months to commence a new Business on the Property (or obtain a new Tenant to open a Business on the Property), provided that the Operating Period shall be extended by the same number of days as there was no Business in operation on the Property during such period; provided that in no event shall a Business not be in operation on the Property for more than six months during any twelve month period.

3. Other Agreements. The Agreement is being entered into concurrently with the execution of the Note and the Deed of Trust. The obligations of the Owner under this Agreement are secured by the Deed of Trust.

4. Forgiveness of SPIP Loan. Provided that Owner is not in default of this Agreement, City agrees to forgive the entire amount due on the SPIP Loan at the end of the Operating Period.

5. Defaults. The failure by Owner to perform any of its obligations set forth in this Agreement, which failure is not cured within thirty (30) days after the Owner's receipt of written notice from the City that such obligation was not performed, shall constitute an event of default under this Agreement. Any event of default under this Agreement shall also constitute an event of default under the Note and the Deed of Trust, entitling the City to pursue any available legal or equitable action or remedy provided therein or by applicable law.

6. Indemnification.

6.1 **Owner Indemnity Obligations**. In addition to any other specific indemnification or defense obligations of the Owner set forth in this Agreement, the Owner agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City) and hold harmless the City, its governing board, commissions, agents, officers, employees and attorneys (the "**Indemnified Parties**") from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses ("**Claims**"), including, but not limited to reasonable attorney's fees of counsel retained by the City, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Owner or the Owner's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement. Without limiting the generality of the foregoing, the Owner's obligation to indemnify the City shall include injury or death to any person or persons, damage to any property, regardless of where located, including the Property, of the City, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Business on behalf of the Owner by any person or entity.

6.2 **Survival of Indemnification and Defense Obligations**. The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

7. Governing Law. The substantive and procedural laws of the State of California shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles.

8. Assignment. Owner may only assign its rights or obligations under this Agreement with the prior written consent of the City, which shall not be unreasonably withheld, delayed or conditioned.

9. No Effect on City's Authority. Nothing in this Agreement shall limit or restrict the authority of the City to take any other actions with respect to the Business or the Property or Owner without notice to or consent from Owner, except as may otherwise be expressly provided by applicable law. The approval of this Agreement by the City shall not be binding on the City, or any other commission, committee, board or body of the City regarding any Approvals regarding the Property or the Business required by such bodies. No action by the City with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required City Approval regarding the Property or Business.

10. Non-liability of City Officials and Employees. No elected official, officer, contractor, consultant, attorney, employee or agent of the City shall be personally liable to Owner, any voluntary or involuntary successor or assign of Owner, or any lender or other Person holding an interest in Owner, in the event of any default or breach of this Agreement by the City, or for any obligations of the City arising under this Agreement.

11. Notices.

11.1 **Delivery**. Any and all notices submitted by either Party to the other Party pursuant to or as required by this Agreement shall be in writing and addressed to the City or Owner (and their designated copy recipients) as set forth in Section 11.2. Notices (including any required copies) shall be delivered personally, by Federal Express, United Parcel Service or other nationally recognized overnight (one-night) courier service or by registered or certified United States mail, return receipt requested and postage prepaid, to the addresses set forth in Section 11.2, in which case they shall be deemed delivered on the date of delivery (or when delivery has been attempted twice, as evidenced by the written report of the courier service) to such address(es) or on the fourth (4th) day following deposit with the United States Postal Service for delivery. Either Party may change its address for delivery of notices by notice in compliance with this Agreement. Notice of a change of address shall be effective only upon receipt.

11.2 **Addresses**. The following are the authorized addresses for the submission of notices, demands or communications to the Parties, under this Agreement, as of the Effective Date:

To City:	City of Coachella 53462 Enterprise Way Coachella, CA 92236 Attention: Economic Development Director
With a copy to:	Best Best & Krieger LLP 74-760 Hwy. 111, Suite 100 Indian Wells, CA 92210 Attention: Carlos Campos, Esq.
To Owner:	Farzana Qureshi 35400 Bob Hope Drive, Suite 209 Rancho Mirage, CA 92270 Attention: Farzana Qureshi, Indus Medical Associates

12. Jurisdiction and Venue. The Parties each acknowledge and agree that this Agreement is entered into and is to be fully performed in the City of Coachella, County of Riverside, State of California, and that all legal actions arising from this Agreement shall be filed in the Superior Court of the State of California in and for the County of Riverside, California, or the United States District Court with jurisdiction in the County of Riverside, California.

13. Tax Consequences. Owner acknowledges that it may experience tax consequences as a result of its receipt of the SPIP Loan provided for in this Agreement, and any forgiveness thereof in accordance with the Agreement, and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

14. Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

15. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal counsel and other advisers of their own selection. A term defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Agreement. The words "include" and "including" shall be construed to be followed by the words: "without limitation." Each collective noun shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" includes the word "and."

16. Counterpart Originals; Integration. This Agreement may be executed in multiple counterpart originals, each of which is deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement and the exhibits attached to this Agreement, together with the Note and the Deed of Trust, represent the entire understanding of the Parties and supersede all previous negotiations, letters of intent, and memoranda of understanding or agreements between the Parties with respect to all or any part of the subject matter of this Agreement.

17. Severability. If any term or provision of this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to Persons or circumstances, except those as to which it is invalid or unenforceable, shall not be affected by such invalidity. All remaining provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable laws.

18. No Waiver. Failure by a Party to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers under this Agreement at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

19. Time is of the Essence. Time is of the essence in the performance of the Parties' obligations under this Agreement.

20. No Third Party Beneficiaries. The performances of the Parties' respective obligations under this Agreement are not intended to benefit any Person other than the City and Owner, except as may be expressly provided otherwise in this Agreement. No Person not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as otherwise expressly provided in this Agreement.

21. Relationship of Parties. The Parties agree and intend that the City and Owner are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

[Signatures on following page]

SIGNATURE PAGE
TO
OPERATING COVENANT AGREEMENT

CITY:

CITY OF COACHELLA, a California municipal corporation

By:_____
WILLIAM B. PATTISON
City Manager

Approved as to form:

Best, Best & Krieger LLP

By: _____
City General Counsel

OWNER:

INDIVIDUAL

By: _____
FARZANA QURESHI
Owner

EXHIBIT "A"
TO
OPERATING COVENANT AGREEMENT

Property Legal Description

.26 ACRES
Land Use: R-M, Residential Multiple Family

791 ORCHARD AVENUE, COACHELLA, CA 92236
APN: 778-053-009
COACHELLA
LOT/PARCEL 9,10, BLK 12
ZONING: R-S, RESIDENTIAL SINGLE FAMILY

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attention: City Manager

Recorder's Use

DEED OF TRUST AND FIXTURE FILING
(With Security Agreement)

THIS DEED OF TRUST AND FIXTURE FILING (With Security Agreement) (as it may be amended and modified from time to time, the "Deed of Trust") is made as of this ____ day of _____, 2025 by Farzana Qureshi, whose address is 35400 Bob Hope Drive, Suite 209, Rancho Mirage, CA 92270 (referred to herein as "Trustor"), in favor of First American Title Company ("Trustee"), and for the benefit of CITY OF COACHELLA, a California municipal corporation (the "Beneficiary"), whose mailing address is 53990 Enterprise Way, Coachella, CA 92236.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, that certain real property located in the City of Coachella, County of Riverside, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises");

TOGETHER WITH Trustor's interest in any and all buildings and other improvements now or hereafter erected on the Premises including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "Improvements"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises or the Improvements including but not limited to all current and future air rights, development rights, zoning rights and other similar rights or interests, easements, roads, streets, alleys, sewer rights, and appurtenances related to or benefiting the Premises and/or the Improvements or both;

TOGETHER WITH all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Premises or the Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "Leases");

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Premises or the Improvements;

TOGETHER WITH all right, title, and interest of Trustor in (i) all personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials) in which Trustor now or hereafter acquires an interest or right, which is now or hereafter affixed to the Premises or the Improvements, and (ii) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "Personal Property");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages); and

TOGETHER WITH all proceeds of the foregoing.

The entire estate, property, right, title and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "Trust Estate".

FOR THE PURPOSE OF SECURING (in such order of priority as Beneficiary may elect) the following (the "Obligations"):

(a) Payment of indebtedness in the original principal amount of TWENTY THOUSAND DOLLARS ($20,000.00) ("Loan"), with interest thereon, evidenced by that certain promissory note of even date herewith (as it may be amended, modified, extended, and renewed from time to time, the "Note") executed by Trustor, as maker, in favor of Beneficiary;

(b) Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon equal to the interest rate as set forth in the Note (which rate of interest is hereinafter referred to as the "Agreed Rate");

(c) Performance of every obligation of Trustor contained in the Loan Documents (as defined below); and

(d) Performance of every obligation of Trustor contained in the Operating Covenant Agreement dated of even date herewith (as it may be amended from time to time) (the "Operating Covenant Agreement").

This Deed of Trust, the Note, the Operating Covenant Agreement and any other agreements or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the foregoing may be amended, modified, extended, or renewed from time to time may hereinafter be collectively referred to as the "Loan Documents".

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF TRUSTOR

1.01 Payment and Performance of Secured Obligations. Trustor shall pay when due and/or cause to be performed each of the Obligations.

1.02 Maintenance, Repair, Alterations. Trustor shall keep the Trust Estate in good condition and repair. Except as provided herein, Trustor shall not remove, demolish, or substantially alter any of the Improvements, except with the prior written consent of Beneficiary, which consent shall not be unreasonably withheld; provided, however, that Trustor may remove items in the ordinary course of operations, provided that such items are replaced with items similar in quality and value to the original condition of the items so removed and Beneficiary continues to have a perfected security interest therein. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Premises and promptly restores in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent allowed by law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each Lease. "Requirement" and "Requirements" mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (ii) such obligations and requirements of, in, or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any Lien or Encumbrance, (D) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected, and (E) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.03 Required Insurance. Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, policies of insurance in forms and amounts and issued by companies reasonably satisfactory to Beneficiary covering such casualties, risks, perils, liabilities and other hazards as is reasonably required by Beneficiary. All such policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Trustor or any party holding under Trustor that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Trustor, other than deductibles reasonably approved by Beneficiary.

1.04 Indemnification; Subrogation; Waiver of Offset

(a) If Beneficiary is made a party to or is threatened with any litigation concerning the Note, this Deed of Trust, any of the Loan Documents, the Trust Estate or any part thereof or interest therein, or the occupancy of the Trust Estate by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment. Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its successors and assigns, their directors, officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice (except for such notice as may be expressly required hereunder or under the other Loan Documents), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or

destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim that Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms of the Loan Documents or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. "Person" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

1.05 Impositions. Trustor shall pay, or cause to be paid, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, (including, without limitation, non-governmental levies or assessments such as maintenance charges, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) that are assessed or imposed upon the Trust Estate or become due and payable and that create, may create, or appear to create a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "Imposition" and collectively as "Impositions"), provided, however, that if by law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same becomes due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

1.06 Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and shall pay all reasonable costs and expenses (including, without limitation, costs of evidence of title, litigation, and reasonable attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear.

1.07 Actions By Trustee or Beneficiary. If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, after the giving of any required notice under the Loan Documents and the expiration of any applicable cure periods, Beneficiary and/or Trustee, each in its absolute and sole discretion, without obligation so to do, without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary or appropriate. In connection therewith (without limiting their general powers, whether conferred herein, in another Loan Document or by law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that they or either of them may consider reasonably necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any Lien or Encumbrance (as defined below) or alleged Lien or Encumbrance whether superior or junior to this Deed of Trust; and (e) in exercising such powers, to pay necessary reasonable expenses (including, without limitation, expenses of employment of counsel or other necessary or desirable consultants). Trustor shall, immediately upon demand therefor by Beneficiary and Trustee or either of them, pay to Beneficiary and Trustee an amount equal to all respective reasonable costs and expenses incurred by them in connection with the exercise by either Beneficiary or Trustee or both of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and reasonable attorneys' fees) together with interest thereon from the date of such expenditures at the Agreed Rate.

1.08 Transfer of Trust Estate by Trustor. Trustor agrees that, in the event of any Transfer (as hereinafter defined), without the prior written consent of Beneficiary, Beneficiary shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any

such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker of the Note from any liability thereunder without the prior written consent of Beneficiary. As used herein, "Transfer" shall mean any sale, transfer, conveyance, assignment, hypothecation, mortgage, encumbrance, lease (with a term of more than three (3) years) or vesting of the Trust Estate or any part thereof or interest therein to or in any person, firm or entity, whether voluntary, involuntary, by operation of law, or otherwise.

1.09 Eminent Domain.

(a) In the event that any proceeding or action be commenced for the taking of the Trust Estate, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation (including, without limitation, inverse condemnation) or otherwise (hereinafter collectively referred to as a "Taking"), or if the same be taken or damaged by reason of any public improvement or Taking, or should Trustor receive any notice or other information regarding such Taking or damage, Trustor shall give prompt written notice thereof to Beneficiary. All compensation, awards, damages, rights of action and proceeds awarded to Trustor by reason of any such Taking or damage or received by Trustor as the result of a transfer in lieu of a Taking (the "Condemnation Proceeds") are hereby assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Condemnation Proceeds as Beneficiary or Trustee may require. If Trustor receives any Condemnation Proceeds, Trustor shall promptly pay over such proceeds to Beneficiary. Beneficiary is hereby authorized and empowered by Trustor, at Beneficiary's option and in Beneficiary's sole discretion, as attorney-in-fact for Trustor, to settle, adjust, or compromise any claim for loss or damage in connection with any Taking or proposed Taking and, without regard to the adequacy of its security, to commence, appear in and prosecute in its own name and/or on behalf of Trustor any such action or proceeding arising out of or relating to a Taking or proposed Taking; provided, however, that so long as no Event of Default is continuing, Trustor shall be entitled to reasonably participate in any action, proceeding or settlement relating to such Taking.

(b) Condemnation proceeds shall be subject to and disbursed for the repair and restoration of the Trust Estate under such terms and conditions as may be reasonably required by Beneficiary, or upon the occurrence and during the continuance of an Event of Default, such proceeds may be applied to the Obligations at Beneficiary's election.

1.10 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the Obligations from time to time shall be taken, considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Obligations. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.11 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor.

1.12 Inspections. Subject to the rights of tenants at the Trust Estate, during normal business hours and upon reasonable advance notice (except in the event of an emergency, in which event entry shall not be limited to normal business hours and no advance notice shall be necessary), Beneficiary, and its agents, representatives, officers, and employees, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents.

1.13 Ownership. Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisitions be, and shall remain the owner of the Trust Estate.

1.14 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and without affecting the personal liability of any person for payment of the Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof. Upon payment of all amounts due under the Obligations, Trustee and Beneficiary shall record a release and reconveyance of this Deed of Trust.

1.15 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Obligations, Beneficiary may, from time to time and without notice (a) release any person so liable, (b) extend the Obligations, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (e) take or release any other or additional security or any guaranty for any Obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

ARTICLE II
ENVIRONMENTAL PROVISIONS

2.01 Definitions.

"De Minimis Amounts" shall mean any Hazardous Substance either (1) being transported on or from the Premises or being stored for use on the Premises within a year from original arrival on the Premises in accordance with industry practice or (2) used that both (a) does not constitute a violation of any Environmental Law and (b) is consistent with customary business practice in the state where the Premises is located.

"Hazardous Substance": (a) any oil, flammable substance, explosive, radioactive material, hazardous waste or substance, toxic waste or substance or any other waste, material, or pollutant that: (i) poses a hazard to the Trust Estate or to persons on the Trust Estate, or (ii) causes the Trust Estate to be in violation of any Hazardous Substance Law; (b) asbestos in any form; (c) urea formaldehyde foam insulation; (d) transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls; (e) radon gas; (f) any chemical, material, or substance defined as or included in the definition of "hazardous substance," "hazardous substances," "hazardous wastes," "hazardous materials, "extremely hazardous waste," restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state, or federal law or under the regulations adopted or publications promulgated pursuant to those laws, including, but not limited to, any Hazardous Substance Law, and/or any other chemical, material, or substance that may pose a hazard to the environment.

"Hazardous Substance Claim": Any enforcement, cleanup, removal, remedial, or other governmental, regulatory, or private actions, agreements, or orders threatened, instituted, or completed pursuant to any Hazardous Substance Law, together with all claims made or threatened by any third party against Trustor or the Trust Estate relating to damage, contribution, cost-recovery compensation, loss, or injury resulting from the presence, release or discharge of any Hazardous Substance.

"Hazardous Substance Law": Any federal, state, or local law, ordinance, regulation, or policy relating to the environment, health, and safety now or hereafter existing, any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge, or storage of the substance), industrial hygiene, soil, groundwater, and indoor and ambient air conditions or the environmental conditions on the Trust Estate, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 *[42 USCS §§ 9601 et seq.]*, as amended from time to time; the Hazardous Substances Transportation Act *[49 USCS §§ 1801 et seq.]*, as amended from time to time; the Resource Conservation and Recovery Act *[42 USCS §§ 6901 et seq.]*, as amended from time to time; and the Federal Water Pollution Control Act *[33 USCS §§ 1251 et seq.]*, as amended from time to time.

"Release": Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including continuing migration, of Hazardous Substances that

goes into the soil, surface water, or groundwater of the Premises, whether or not caused by, contributed to, permitted by, acquiesced to, or known to Trustor.

2.02 Representations and Warranties. Except as disclosed in writing to Beneficiary or in any environmental reports delivered to Beneficiary as of the date of this Deed of Trust, Trustor represents and warrants that:

(a) During the period of Trustor's ownership of the Premises: (i) except for De Minimis Amounts, there has been no use, generation, manufacture, storage, treatment, disposal, discharge, Release, or threatened Release of any Hazardous Substance by Trustor or, to Trustor's knowledge, any person on or around the Premises, and (ii) except for De Minimis Amounts, there have been no Hazardous Substances transported over or through the Premises by Trustor or, to Trustor's knowledge, any person;

(b) After diligent inquiry, Trustor has no knowledge of, or reason to believe that, there has been:(i) other than De Minimis Amounts, any use, generation, manufacture, storage, treatment, disposal, Release, or threatened Release of any hazardous waste or substance by any prior owners or prior occupants of the Premises or by any third parties onto the Premises, or (ii) any actual or threatened litigation or claims of any kind by any person relating to these matters;

(c) To Trustor's knowledge, no Hazardous Substances in excess of permitted levels or reportable quantities under applicable Hazardous Substance Laws are present in or about the Premises or any nearby real property that could migrate to the Premises;

(d) To Trustor's knowledge, no Release or threatened Release exists or has occurred;

(e) To Trustor's knowledge, no underground storage tanks of any kind are or ever have been located in or about the Premises;

(f) To Trustor's knowledge, the Premises and all operations and activities at, and the use and occupancy of, the Premises comply with all applicable Hazardous Substance Laws;

(g) Trustor and, to Trustor's knowledge, every prior use of the Premises has, and is now in strict compliance with, every permit, license, and approval required by all applicable Hazardous Substance Laws for all activities and operations at, and the use and occupancy of, the Premises;

(h) To Trustor's knowledge, there are no Hazardous Substance Claims pending or threatened with regard to Premises or against Trustor;

(i) To Trustor's knowledge, the Premises has not been nor is it within 2,000 feet of any other property designated as hazardous waste property or border zone property pursuant to California Health and Safety Code §§ 25220 et seq., and no proceedings for a determination of this designation are pending or threatened;

(j) To Trustor's knowledge, there exists no occurrence or condition on any real property adjoining or within 2,000 feet of the Premises that would cause the Premises or any part of it to be designated as hazardous waste property or border zone property under the provisions of California Health and Safety Code §§ 25220 et seq. and any regulation adopted in accordance with that section; and

(k) To Trustor's knowledge, any written disclosure submitted by or on behalf of Trustor to Beneficiary concerning any Release or threatened Release, past or present compliance by Trustor, or any User or other person of any Hazardous Substance Laws applicable to the Premises, the past and present use and occupancy of the Premises, and any environmental concerns relating to the Premises, was true and complete when submitted and continues to be true and complete as of the date of this Deed of Trust.

2.03 Covenants. Trustor agrees, except in the ordinary course of business and in strict compliance with all applicable Hazardous Substance Laws, as follows: (a) not to cause or permit the property to be used as a site for the use, generation, manufacture, storage, treatment, Release, discharge, disposal, transportation, or presence of any

Hazardous Substance; (b) not to cause, contribute to, permit, or acquiesce in any Release or threatened Release; (c) not to change or modify the use of the Premises without the prior written consent of Beneficiary; (d) to comply with and to cause the Premises and every current user of the Premises to comply with all Hazardous Substance Laws; (e) upon becoming aware of the same, to immediately notify Beneficiary in writing of and to provide Beneficiary with a reasonably detailed description of: (i) any noncompliance of the Premises with any Hazardous Substance Laws; (ii) any Hazardous Substance Claim; (iii) any Release or Threatened Release; (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that would cause the Premises or any part of it to be designated as "hazardous waste property" or "border zone property" under the provisions of Health and Safety Code §§ 25220 et seq. and any regulation adopted in accordance with that section; (f) if Trustor discovers a Release or the presence of any Hazardous Substance on or about the Premises in violation of any Hazardous Substance Law, to: (i) notify Beneficiary of that discovery together with a reasonably detailed description; (ii) engage promptly after a request by Beneficiary, a qualified environmental engineer reasonably satisfactory to Beneficiary to investigate these matters and prepare and submit to Beneficiary a written report containing the findings and conclusions resulting from that investigation, all at the sole expense of Trustor, and (iii) take, at Trustor's sole expense, all necessary actions to remedy, repair, clean up, or detoxify any Release or Hazardous Substance, including, but not limited to, any remedial action required by any Hazardous Substance Laws or any judgment, consent, decree, settlement, or compromise in respect of any Hazardous Substance Claims, these actions to be performed: (A) in accordance with Hazardous Substance Laws, (B) in a good and proper manner, (C) under the supervision of a qualified environmental engineer approved in writing by Beneficiary, which approval shall not be unreasonably withheld, in accordance with plans and specifications for these actions approved in writing by Beneficiary, which approval shall not be unreasonably withheld, and (E) using licensed and insured qualified contractors approved in writing by Beneficiary, which approval shall not be unreasonably withheld; (g) immediately furnish to Beneficiary copies of all written communications received by Trustor from any governmental authority or other person or given by Trustor to any person and any other information Beneficiary may reasonably request concerning any Release, threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance on or about the Premises in violation of any Hazardous Substance Law; and (h) keep Beneficiary generally informed regarding any Release, threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance on or about the Premises in violation of any Hazardous Substance Law.

2.04 Inspection and Receivership Rights. Upon Beneficiary's reasonable belief of the existence of a past or present Release or threatened Release not previously disclosed by Trustor in connection with the making of the Loan or the execution of this Deed of Trust or upon Beneficiary's reasonable belief that Trustor has failed to comply with any environmental provision of this Deed of Trust or any other Loan Document and upon reasonable prior notice (except in the case of an emergency) to Trustor, Beneficiary or its representatives, employees, and agents, may from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Trust Estate and every part of it (including all samples of building materials, soil, and groundwater and all books, records, and files of Trustor relating to the Trust Estate) and perform those acts and things that Beneficiary reasonably deems necessary or desirable to inspect, investigate, assess, and protect the security of this Deed of Trust, for the purpose of determining:

(a) The existence, location, nature, and magnitude of any such past or present Release or threatened Release,

(b) The presence of any Hazardous Substances on or about the Trust Estate in violation of any Hazardous Substance Law, and

(c) The compliance by Trustor of every environmental provision of this Deed of Trust and every other Loan Document.

In furtherance of the purposes above, without limitation of any of its other rights, Beneficiary may: (i) obtain a court order to enforce Beneficiary's right to enter and inspect the Trust Estate; and/or (ii) to have a receiver appointed to enforce Beneficiary's right to enter and inspect the Trust Estate for the purpose set forth above.

All costs and expenses incurred by Beneficiary pursuant to this Section 2.04 with respect to the audits, tests, inspections, and examinations that Beneficiary or its agents, representatives, or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including without limitation court

costs, consultant's fees, and attorney fees, whether incurred in litigation and whether before or after judgment) will bear interest at the Agreed Rate from the date they are incurred until those sums have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees, and agents will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could reasonably be expected to constitute a breach of any of Trustor's obligations under any environmental provision contained in this Deed of Trust or any Loan Document; provided, however, that Beneficiary shall provide Trustor with reasonable advance notice of any such communication.

2.05 Release and Indemnity. Trustor hereby:

(a) Releases and waives any future claims against Beneficiary for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any Hazardous Substance Laws or under any Hazardous Substance Claim; provided, however, that the foregoing release and waiver shall not apply to Hazardous Materials that were Released on the Premises during the time that Beneficiary or its nominee holds title to the Premises;

(b) Agrees to reimburse Beneficiary, on demand, for all costs and expenses incurred by Beneficiary in connection with any review, approval, consent, or inspection relating to the environmental provisions in this Deed of Trust together with interest and which are reimbursable to Beneficiary pursuant to the terms of this Deed of Trust, after demand, at the Agreed Rate; and

(c) Agrees to indemnify, defend, and hold Beneficiary and Trustee harmless from all losses, costs, claims, damages, penalties, liabilities, causes of action, judgments, court costs, reasonable attorney fees and other reasonable legal expenses, costs of evidence of title, cost of evidence of value, and other reasonable expenses (collectively, "Expenses"), including, but not limited to, any Expenses incurred or accruing after the foreclosure of the lien of this Deed of Trust, which either may suffer or incur and which directly or indirectly arises out of or is in any way connected with the breach of any environmental provision either in this Deed of Trust or in any Loan Document or as a consequence of any Release or threatened Release on the presence, use, generation, manufacture, storage, disposal, transportation, Release, or threatened Release of any Hazardous Substance on or about the Trust Estate, including the soils and ground waters, caused or permitted by Trustor, any prior owner or operator of the Trust Estate, any adjoining landowner or any other party, including, without limitation, the cost of any required or necessary repair, cleanup, remedy, or detoxification of any Hazardous Substance and the preparation of any closure, remedial action, or other required plans, whether that action is required or necessary by reason of acts or omissions occurring prior to or following the recordation of this Deed of Trust.

Trustor's obligations will survive the satisfaction, release, or cancellation of the Obligations, the release and reconveyance or partial release and reconveyance of this Deed of Trust, and the foreclosure of the lien of this Deed of Trust or deed in lieu of the Deed of Trust. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to (i) matters resulting from the gross negligence or willful misconduct of Beneficiary or Trustee, or (ii) matters resulting solely from the actions of Beneficiary or Trustee taken after such parties have taken title to, or exclusive possession of the Premises, provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Premises, which condition was not caused by Beneficiary or Trustee.

2.06 Requests for Information. Trustor and Beneficiary agree that:

(a) This Section 2.06 is intended as Beneficiary's written request for information and Trustor's written response concerning the environmental condition of the Trust Estate as provided by California Code of Civil Procedure § 726.5; and

(b) Each representation, warranty, covenant, or indemnity made by Trustor in this Article or in any other provision of this Deed of Trust or any Loan Document that relates to the environmental condition of the Trust Estate is intended by Trustor and Beneficiary to be an "environmental provision" for purposes of California Code of Civil Procedure § 736 and will, subject to the limitations set forth in Section

2.05 above with respect to the indemnity set forth therein, survive the payment of the Obligations and the termination or expiration of this Deed of Trust and will not be affected by Beneficiary's acquisition of any interest in the Trust Estate, whether by full credit bid at foreclosure, deed in lieu of that, or otherwise. If there is any Transfer of any portion of Trustor's interest in the Trust Estate, any successor in interest to Trustor agrees by its succession to that interest that the written request made pursuant to this Article will be deemed remade to the successor in interest without any further or additional action on the part of Beneficiary and that by assuming the debt secured by this Deed of Trust or by accepting the interest of Trustor subject to the lien of this Deed of Trust, the successor remakes each of the representations and warranties in this Deed of Trust and agrees to be bound by each covenant in this Deed of Trust, including, but not limited to, any indemnity provision.

ARTICLE III
SECURITY AGREEMENT

3.01 Grant of Security Interest. Trustor also grants to Beneficiary a security interest in all of Trustor's right, title, and interest now owned or later acquired to the Improvements and/or the Personal Property. The security interest also includes all additions to, substitutions for, changes in, or replacements of the whole or any part of these articles of property, together with all contract rights of Trustor in construction contracts, bonds, agreements for purchase and sale of the Premises, all policies of insurance arising out of the improvement or ownership of the Premises, and all accounts, contract rights, chattel paper, instruments, general intangibles, and other obligations of any kind now or later existing, arising out of, or in connection with the operation or development of the Premises. The security interest also includes all rights of Trustor now or later existing in all security agreements, leases, and other contracts securing or otherwise relating to any accounts, contract rights, chattel paper, instruments, general intangibles, or obligations; all causes of action and recoveries now or later existing for any loss or diminution in value of the Premises; all proceeds of any of the Collateral; and, to the extent not otherwise included, all payments under insurance (whether Beneficiary is the loss payee), or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to any of the Collateral (collectively, "Collateral").

3.02 Representations, Warranties and Covenants of Trustor. Trustor hereby represents warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Collateral is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Collateral will be kept on or at the Premises and Trustor will not, without the prior written consent of Beneficiary, remove the Collateral or any portion thereof therefrom except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of equal or greater value.

(c) Trustor hereby authorizes Beneficiary to file one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of California (or the corresponding Uniform Commercial Code of such other state whose law shall apply) (the "Uniform Commercial Code") now or hereafter in effect, in form reasonably satisfactory to Beneficiary, and will pay the cost of recording and filing the same in all public offices wherever recording or filing is reasonably deemed by Beneficiary to be necessary or desirable.

3.03 Use of Collateral by Trustor. Other than during the continuance of an Event of Default hereunder or under any other Loan Document, Trustor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

3.04 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Section 4.02 hereof, during the continuance of an Event of Default hereunder, Beneficiary may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Trustor and all others claiming under Trustor,

and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Collateral or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Collateral in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may reasonably deem necessary to protect its security interest in the Collateral (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and deliver promptly such Personal Property to Beneficiary, or an agent or representative designated by Beneficiary. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Collateral or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust, any other Loan Document, or by law, either concurrently or in such order as Beneficiary may determine;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Collateral and the remainder of the Trust Estate;

(vi) Sell, lease, or otherwise dispose of the Collateral at public sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code or any other applicable law.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale of the Collateral or other intended disposition thereof to be made. Such notice may be mailed to Trustor at the address set forth in Section 5.05.

(c) The proceeds of any sale under Section 3.04(a) (vi) shall be applied as follows:

(i) To the repayment of the reasonable costs and expenses of taking, holding, and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and reasonable attorneys' fees) and the discharge of all Impositions, and claims thereof, if any, on the Collateral prior to the security interest granted herein (except any Impositions subject to which such sale shall have been made);

(ii) To the payment of the Obligations in such order as Beneficiary shall determine; and

(iii) The surplus, if any, shall be paid to the Trustor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

3.05 Security Agreement. This Deed of Trust constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code and Beneficiary shall be entitled to all the rights and remedies of a "secured party" under such Uniform Commercial Code.

3.06 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Premises is located with respect to all fixtures included within the term "Trust Estate" as used in this Deed of Trust and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures.

ARTICLE IV
REMEDIES UPON DEFAULT

4.01 Events of Default. Each of the following shall constitute an event of default ("Event of Default"):

(a) An "Event of Default" under any Loan Document, including, without limitation, the Note.

(b) The failure by Trustor to perform any of the other terms, provisions, and obligations of the Trustor, pursuant to this Deed of Trust within thirty (30) days from the receipt of written notice from the Lender (the "30 Day Notice") that such performance was due; provided, however that if such failure is not reasonably susceptible to cure within thirty (30) days from receipt of the 30 Day Notice and provided that (i) Trustor shall have in good faith undertaken such cure within said thirty (30) day period and (ii) Trustor shall have diligently prosecuted such cure thereafter, Trustor shall have additional time to prosecute such cure, such additional time not to exceed one hundred twenty (120) days, from receipt by Trustor of the 30 Day Notice.

(c) The failure by Trustor to perform any of the terms, provisions, and obligations of the Operating Covenant Agreement.

4.02 Acceleration Upon Default; Additional Remedies. If one or more Event of Default occurs and is continuing, then Beneficiary may declare all the Obligations to be due and the Obligations will become due without any further presentment, demand, protest, or notice of any kind and Beneficiary may:

(a) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Trustor, or the existence of waste, enter on and take possession of the Trust Estate or any part of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorney fees, upon the Obligations, all in any order that Beneficiary may determine. The entering on and taking possession of the Trust Estate, the collection of rents, issues, and profits, and the application of them will not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

(b) Commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages of real property;

(c) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Trust Estate to be sold, which notice Trustee or Beneficiary will cause to be filed for record;

(d) with respect to any Personal Property, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Premises, or proceed to sell the Personal Property separately and without regard to the Premises in accordance with Beneficiary's rights and remedies; or

(e) Exercise any of these remedies in combination or any other remedy at law or in equity.

4.03 Exercise of Power of Sale. If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust:

(a) Beneficiary will deposit with Trustee this Deed of Trust, the Note, and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, Trustee, without demand on Trustor, will, after notice of sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Obligations affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Trust Estate to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Trustor, Trustee, or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Note at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment on the Note if the amount owing exceeds the purchase price). Trustor expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) Trustee, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Trust Estate sold, which will convey to the purchaser all the title and interest of Trustor in the Trust Estate and will apply the proceeds of the sale in payment,

(i) First, of the expenses of the sale together with the expenses of the trust, including, without limitation, attorney fees, that will become due on any default made by Trustor, and also any sums that Trustee or Beneficiary have paid for procuring a search of the title to the Premises subsequent to the execution of this Deed of Trust; and

(ii) Second, of the Obligations then remaining unpaid and the amount of all other monies with interest in this Deed of Trust agreed or provided to be paid by Trustor.

Trustee will pay the balance or surplus of the proceeds of sale to Trustor and its successors or assigns as its interests may appear.

4.04 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to the Uniform Commercial Code, Beneficiary, during the continuance of an Event of Default, may proceed under such Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, and treat both real and personal property interests as one parcel or package of security.

4.05 Appointment of Receiver. If an Event of Default occurs and is continuing, Beneficiary, as a matter of strict right and without notice to Trustor or anyone claiming under Trustor and without regard to the then value of the Trust Estate, will have the right to apply ex parte to any court having jurisdiction to appoint a Receiver of the Trust Estate, and Trustor waives notice of any application for that, provided a hearing to confirm the appointment with notice to Trustor is set within fourteen (14) days after the appointment. Any Receiver will have all the powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as

provided in this Deed of Trust, and will continue as such and exercise all those powers until the date of confirmation of sale, unless the receivership is terminated sooner. For purposes of this Agreement, “Receiver” shall include any trustee, receiver, custodian, fiscal agent, liquidator, or similar officer.

4.06 Curing of Defaults. If Trustor at any time fails to perform or comply with any of the terms, covenants, and conditions required on Trustor's part to be performed and complied with under this Deed of Trust, the Note, any of the other Loan Documents, or any other agreement that, under the terms of this Deed of Trust, Trustor is required to perform, after the giving of any required notice and the expiration of applicable cure periods (or without notice if Beneficiary determines that an emergency exists) and without waiving or releasing Trustor from any of the Obligations, Beneficiary may, subject to the provisions of any of the agreements:

(a) Make from the Loan or its own funds any payments payable by Trustor and take out, pay for, and maintain any of the insurance policies provided for; and

(b) Perform any other acts on the part of Trustor to be performed and enter on the Trust Estate for that purpose.

The making by Beneficiary of payments out of Beneficiary's own funds will not, however, be deemed to cure the default by Trustor, and it will not be cured unless and until Trustor reimburses Beneficiary for the payments. All sums paid and all reasonable costs and expenses incurred by Beneficiary in connection with the performance of any such act, together with interest on unpaid balances at the Default Rate from the respective dates of Beneficiary's making of each payment, will be added to the principal of the Obligations, will be secured by the Deed of Trust and any and all other documents now or later securing any part of the payment of the Obligations or the observance or performance under the Obligations as well as by the lien of this Deed of Trust, prior to any right, title, or interest in or claim on the Trust Estate attaching or accruing subsequent to the lien of this Deed of Trust, and will be payable by Trustor to Beneficiary on demand.

4.07 Judgment on Environmental Provision. Beneficiary or its agents, representatives, and employees may seek a judgment that Trustor has breached its covenants, representations, or warranties in Article II of this Deed of Trust or any other covenants, representations, or warranties that are deemed to be "environmental provisions" pursuant to the laws of the State of California (each an "Environmental Provision"), by commencing and maintaining an action or actions in any court of competent jurisdiction, whether commenced prior to or within five (5) years after foreclosure of the lien of this Deed of Trust. Beneficiary or its agents, representatives, and employees may also seek an injunction to cause Trustor to abate any action in violation of any Environmental Provision and may seek the recovery of all costs, damages, reasonable expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other reasonable out-of-pocket costs or expenses actually incurred by Beneficiary (collectively, "Environmental Costs") incurred or advanced by Beneficiary relating to the cleanup, remedy, or other response action required by any Hazardous Substances Law or any Hazardous Substance Claim, or which Beneficiary reasonably believes necessary to protect the Trust Estate. It will be conclusively presumed between Beneficiary and Trustor that all Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remedy, or other response action of or to the Trust Estate were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary under this Section (including without limitation court costs, consultant fees, and reasonable attorney fees, whether incurred in litigation and whether before or after judgment) will bear interest at the Default Rate from the date of expenditure until those sums have been paid in full. Beneficiary will be entitled to bid, at any trustee's or foreclosure sale of the Trust Estate, the amount of the costs, expenses, and interest in addition to the amount of other Obligations.

Notwithstanding anything contained herein to the contrary, the foregoing shall not apply to (i) matters resulting from the gross negligence or willful misconduct of Beneficiary or Trustee, or (ii) matters resulting solely from the actions of Beneficiary or Trustee taken after such parties have taken title to, or exclusive possession of the Premises, provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Premises, which condition was not caused by Beneficiary or Trustee. In addition, notwithstanding the foregoing, the foregoing shall not apply to Hazardous Materials that were not released on the Premises prior to the date that Beneficiary or its nominee acquired title to the Premises.

4.08 Waive Lien. Beneficiary or its agents, representatives, and employees may waive its lien against the Trust Estate or any portion of it, including the Improvements and the Personal Property, to the extent that the

Trust Estate is found to be environmentally impaired in accordance with the laws of the State of California, and to exercise all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and Environmental Costs, including, but not limited to, seeking an attachment order under applicable laws of the State of California. As between Beneficiary and Trustor, Trustor will have the burden of proving that Trustor or any related party (or any affiliate or agent of Trustor or any related party) was not in any way negligent in permitting the Release or threatened Release of the Hazardous Substances.

4.09 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents and under the law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other rights herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security or guaranty now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them shall be entitled to enforce this Deed of Trust and any other security or any guaranty now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under the law. Every power or remedy given by any of the Loan Documents or by law to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by law, either of them may pursue inconsistent remedies.

4.10 Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder is mailed to it at the address set forth in Section 5.05.

ARTICLE V
MISCELLANEOUS

5.01 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the law shall operate as a waiver thereof.

5.02 Trustor Waiver of Rights. Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisement before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Trust Estate, waives all rights to have the Trust Estate or any other property that now or later may be security for any Obligation ("Other Property") marshaled on any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of the Obligations. Beneficiary will have the right to sell, and any court in which foreclosure proceedings may be brought will have the right to order a sale of, the Trust Estate and any of the Other Property as a whole or in separate parcels, in any order that Beneficiary may designate.

5.03 Statements by Trustor. Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest or such other amounts.

5.04 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Obligations have been paid in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention (all of which Beneficiary shall promptly do upon satisfaction in full of all Obligations) and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without

warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.05 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, through the United States Postal Service, or by overnight delivery by a nationally recognized delivery service (e.g., Federal Express) requiring a receipt, to the addresses shown on the first page hereof or such other address which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) Business Days after deposit in the United States mail, one (1) Business Day after the date of sending via overnight delivery, and if delivered by hand, shall be deemed given when delivered.

5.06 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.07 Captions and References. The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.08 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.09 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 Attorneys' Fees. If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorneys' fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the Agreed Rate.

5.11 Governing Law.

(a) THIS SECURITY INSTRUMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(b) All rights, powers and remedies provided in this instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this instrument or any application thereof shall be invalid or unenforceable, the remainder of this instrument and any other application of the term shall not be affected thereby.

5.12 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.13 Number and Gender. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.14 Loan Statement Fees. Trustor shall pay the amount demanded by Beneficiary or its authorized loan servicing agent for any statement regarding the Obligations, provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

5.15 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

5.16 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.17 Status of Title. Trustor represents and warrants that it is the lawful owner of the Trust Estate and holds a fee simple estate in the Premises and Improvements, and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust.

5.18 Integration. The Loan Documents contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

5.19 Binding Effect. The Loan Documents will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor may not assign its obligations under the Loan Documents.

5.20 Time of the Essence. Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

5.21 Survival. The representations, warranties, and covenants of the Trustor and the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

5.22 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY LAW, TRUSTOR AGREES THAT THIS DEED OF TRUST ALSO CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY PURSUANT TO THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 631, AND THE TRUSTOR APPOINTS BENEFICIARY ITS ATTORNEY-IN-FACT, WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND TRUSTOR AUTHORIZES BENEFICIARY IN THE NAME, PLACE, AND STEAD OF TRUSTOR TO FILE THIS DEED OF TRUST WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Trustor:

INDIVIDUAL

By: _____
FARZANA QURESHI, Owner

EXHIBIT A

Property Legal Description

.26 ACRES
Land Use: R-M, Residential Multiple Family

791 ORCHARD AVENUE, COACHELLA, CA 92236
APN: 778-053-009
COACHELLA
LOT/PARCEL 9/10, BLK 12
ZONING: R-S, RESIDENTIAL SINGLE FAMILY

PROMISSORY NOTE

$20,000 _____, 2025

For value received, the undersigned, **Farzana Qureshi** ("Maker"), promises to pay to the order of the City of Coachella, a California municipal corporation ("Holder"), the sum of **Twenty-Thousand Dollars ($20,000)**, with interest thereon, from the date hereof, through the maturity date. Interest shall accrue at a variable interest rate equal to one percent (1.00%) per annum above the Index Rate (as defined below). The interest rate shall change from time to time as and when the Index Rate changes. For purposes of this Note, the "Index Rate" shall mean, for any period, the corresponding interest rate for such period applicable to investments in the Local Agency Investment Fund administered by the Treasurer's Office of the State of California.

All principal and all accrued but unpaid interest shall be due and payable on the sixth anniversary of the date hereof; provided that all amounts due hereunder will be forgiven upon Maker's compliance with all of the terms and conditions of that certain Operating Covenant Agreement dated as of the date hereof, between the Maker and the Holder. This Note may be prepaid in whole or in part at anytime without premium or penalty.

This Note is secured by a deed of trust (the "Deed of Trust") on that certain property located at **791 Orchard Street, Coachella, California**. All amounts owing pursuant to this Note may be accelerated in accordance with the terms of the Deed of Trust upon the occurrence of an event of default thereunder.

Maker agrees to pay to Holder, on demand, all costs, expenses and disbursements, including and without limitation to all reasonable attorney's fees incurred by Holder in the enforcement, collection, renewal, extension or modification of this Note. Any such amount shall, upon demand, be immediately added to the principal balance of the Note.

Maker hereby waives diligence, presentment for payment or acceptance, demand, protest, notice of protest, notice of dishonor, notice of non-payment, and notice of any other kind whatsoever, and further waives all defenses on the grounds of any extension of time of payment or release of collateral or release of parties as obligors on this Note.

Executed as of the date above at Coachella, California.

"Maker"

_____

Farzana Qureshi

CITY OF COACHELLA
Economic Development Department
1515 Sixth Street
Coachella, CA 92236
760-398-3502, Ext. 124

STRUCTURAL PROPERTY IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Indus Medical Associate's
Applicant Name

35400 Bob Hope Dr Suite 209
Mailing Address

Rancho Mirage CA 92270
City State Zip Code

(760) 202-0686
Phone

(760) 770-4563
Fax Number

qureshif66@gmail.com
E-Mail Address

Applicant's Signature

11-22-2021
Date

PROPERTY INFORMATION

Indus Medical Associate's
Business Name

791 Orchard Avenue
Address of Property to be Improved

Coachella, CA 92236

(760) 485-5308
Phone

(760) 776-3800
Fax Number

Bill Sanchez
Project Manager

Property Owner's Signature

11-22-2021
Date

Description of Improvements Quality exterior improvement descriptions are as follows; New signage, new paint, new lighting, façade architectural improvement, and new windows.

Applicants will be eligible for a specified maximum matching grant based on the building's linear foot frontage on a public way (e.g. street, alley, public parking lot):

Linear Public Frontage (feet)	Max. Grant Amount
10 – 49	$10,000
50 – 89	$15,000
90 or more	$20,000

Total Grant Estimate $ $20,000

(Rev. 7/14 final)

CITY OF COACHELLA
Economic Development Department
1515 Sixth Street
Coachella, CA 92236
760-398-3502, Ext. 124

STRUCTURAL PROPERTY IMPROVEMENT PROGRAM (SPIP)

TERMS AND CONDITIONS

In consideration for my receipt of financial assistance under the Terms and Conditions of the Structural Property Improvement Program ("SPIP") of the City of Coachella ("City"), I hereby submit plans prepared by a design professional for the building and/or property located at 791 Orchard Avenue, Coachella, CA 92236. I certify that these plans accurately reflect my intentions with respect to the improvements of the subject property.

I understand that the City's plan revision and approval process relates only to my request for assistance from the City under the terms of the Structural Property Improvement Program and that it in no way relieves me of my obligation to obtain all necessary building and sign permits and, in all other respects, conform to all applicable requirements of all governmental agencies insofar as they may relate to the proposed project.

I understand that my receipt of the City forgivable matching grant will be conditioned upon my execution of the plan as approved and conditioned, and that any changes I make that are not formally authorized by the City may jeopardize final payment of the grant. I further understand that I must submit; 1) an engineering estimate including a detailed scope of work, and 2) paid receipts for materials purchased and work performed, before the matching payment will be made by the City.

I agree that my receipt of the City forgivable matching grant will be conditioned upon the completion of all of the proposed improvements in a careful and workmanlike manner. I understand that the City reserves the right to withhold payment of the forgivable matching grant until all work is completed to its full satisfaction and proper documentation (i.e., paid invoices, etc.) of actual expenses incurred have been submitted for its approval.

I understand that the City forgivable matching grant and specifically the subsequent lien placed on the property will be removed only upon full compliance with the condition that the property (physical address) will maintain an operation business and stay in economic use for a minimum of four (4) years after receipt of the City issued Certificate of Occupancy or the improvements at this location are inspected and approved via a final City inspection.

Signature

11/24/21
Date

FARZANA QURESHI
Print Name

(REV.7/14)

CITY OF COACHELLA
Economic Development Department
1515 Sixth Street
Coachella, CA 92236
760-398-3502, Ext. 124

INDEMNITY AGREEMENT
STRUCTURAL PROPERTY IMPROVEMENT PROGRAM (SPIP)

For good or valuable consideration, receipt of which is acknowledged, the owner(s) of the property located at 791 Orchard Ave, **Coachella, CA 92236** (APN 778-053-009), who has(ve) participated in the Structural Property Improvement Program, agrees to **Indemnify, Defend** and **Hold Harmless** the City of Coachella and its elected officials, officers, agents, volunteers, and employees from and against all liability or loss of any kind, which may be sustained as a result of claims, demands, costs, expenses, damage, injury, causes of action or judgment arising from, but not limited to, the direct or indirect use of owner(s) or those of his/her contractor, subcontractor, agent, employee or other person acting on his/her behalf which relate to the use, operation, construction and maintenance of the funded structural/seismic and facade and/or property beautification activities which include Quality exterior improvements; New Signage, new paint, new lighting, façade architectural improvements, and new windows., or any other activities in connection with said property. This provision applies to all damages and claims for damages suffered, which are alleged to relate in any way to the Structural Property Improvement Program. All of the terms contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the property, whether by operation of law or in any manner whatsoever.

Made and executed this 30th day of November, 2021, at ~~Coachella~~ Rancho Mirage, California.

Dated 11/30/2021 By [signature]
Property Owner or Applicant Signature

STATE OF CALIFORNIA,
County of Riverside } S.S.

On November 30th, 2021 (Date), before me, Jeff R. Kallmann, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Farzana Qureshi (Name(s) of Signer(s))

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name is/are subscribed to within instrument and acknowledged to me that his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),

JEFF R. KALLMANN
COMM. # 2225183
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2022

Place Notary Seal Above

or their entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

CAPITAL

BUILDING SERVICES

Capital Building Services Inc.

Engineering Estimate Scope of Work:

Indus Medical Associates

EXPENSE BUDGET

11/23/2021

Capital Building services

Expense	Category	Budget	Actual	Difference ($)
Signage	Specialties	$11,027.09	$11,027.09	$ -
Architectural Detail to façade	Finishes	$30,400.00	$30,400.00	$ -
Paint	Finishes	$16,500.00	$16,500.00	$ -
New Windows	Doors & Windows	$29,884.00	$29,884.00	$ -
Decorative lighting	Electrical	$1,200	$1,200.00	$ -
Total Expenses		$ 89,011.09	$ 89,011.09	$ -

Engineering Estimate Scope of Work:

Signage Scope of work:

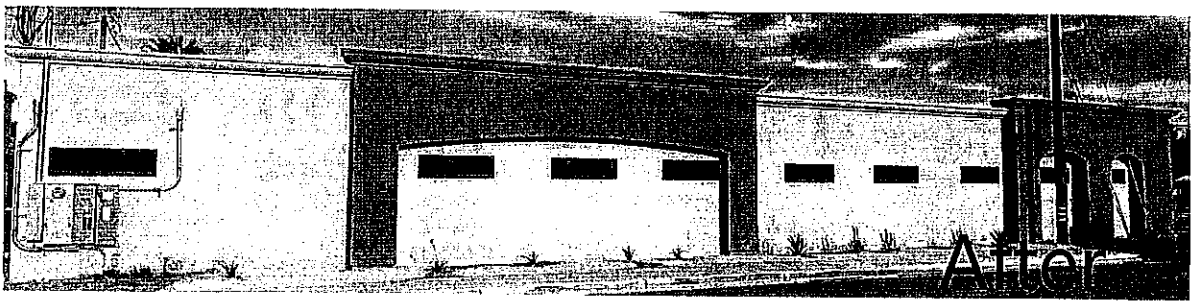
Signage has been ordered but is 6-8 weeks out for delivery. See attached Rendering of Signage ordered at Signarama. Replaced sign per updated city ordinance.

Architectural Detail to façade:

The original architectural design was modified to be consistent with the City of Coachella Pueblo Viejo Design Guidelines. This was achieved by creating pop-out features with arches. The roof line was also enhanced from the original single parapet height by creating multiple heights that broke up the building elevations. Repair/Repaint stucco to create building character.

Paint:

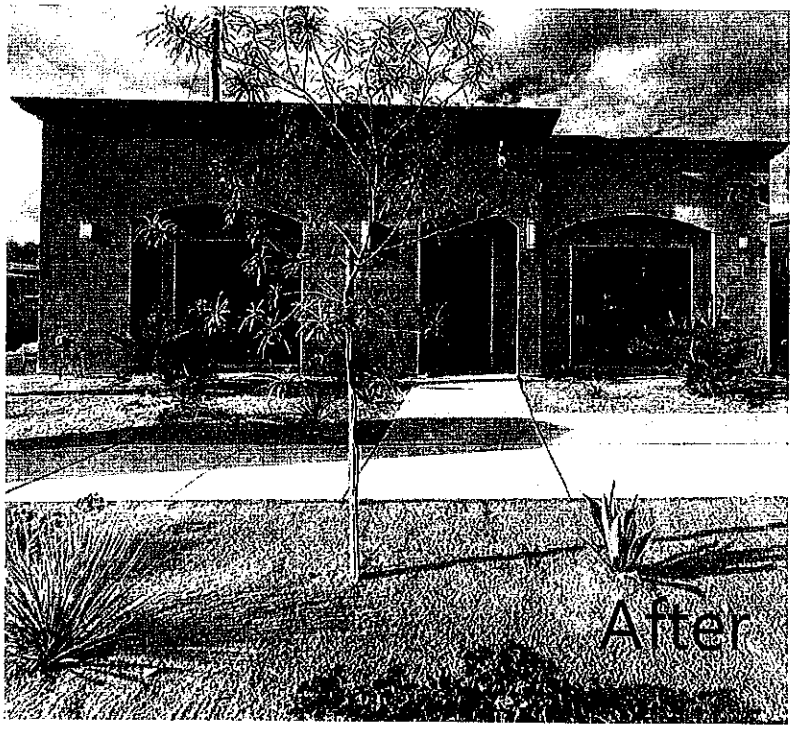
New Paint has been applied throughout the exterior and interior of building. Accent color added on pop-out features.



New Windows:

New store front energy efficient windows have been replaced and exterior windows along the sides of the building have been added/replaced to create a more inviting atmosphere.

Maximize window visibility.



Decorative lighting:

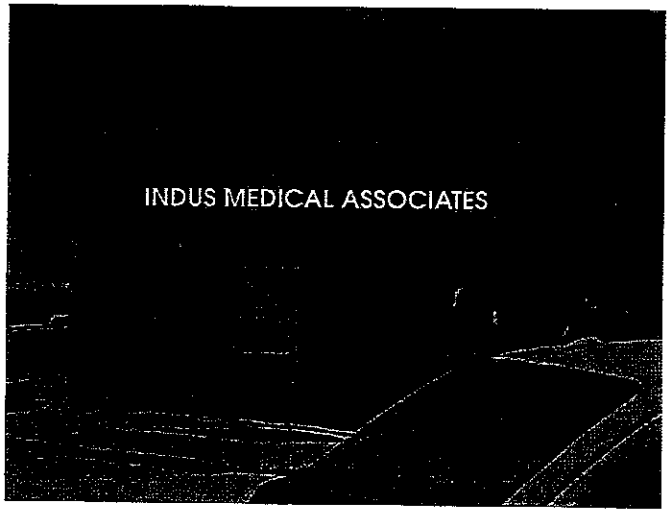
Energy efficient decorative store front lighting fixtures have been installed.

Item 11.

219"

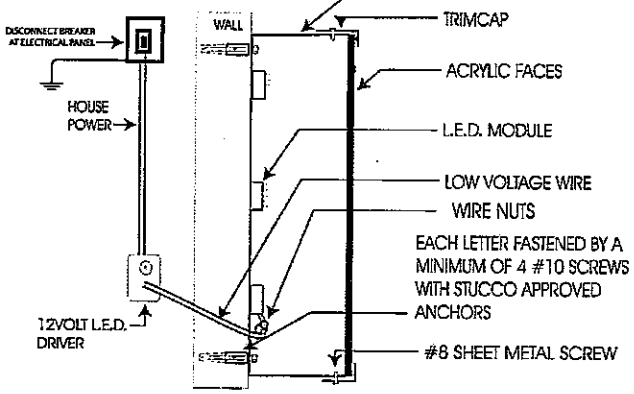
12.5" INDUS MEDICAL ASSOCIATES

Internally Illuminated
Acrylic Faced Channel Letters
Depth: 5"
Face Color: Day/Night Vinyl
Return Color: Black
Trim Cap Color: Black
Mounting: Flush
L.E.D. Color: White



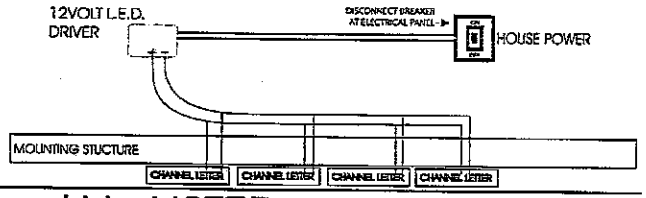
CHANNEL LETTER & LIGHT BOX SECTION

INTERNALLY ILLUMINATED L.E.D.



ALL WALL PENETRATIONS TO BE SEALED WITH UL LISTED SILICONE SEALANT
U.L. 48
NEC ELECTRICAL CODE 2020
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENT
ARTICLE 600 ON THE NATIONAL ELECTRIC CODE AND OR OTHER APPLICABLE LOCA
THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. THE LOCATION
DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6
THE NATIONAL ELECTRICAL CODE.

CHANNEL LETTER CONNECTION DETAIL



U.L. LISTED AND LABELED

COMPLIES WITH 2020 CA ELECTRIC CODE, ARTICLE 600

INSTALLATION AND ASSEMBLY REQUIRED, SEE INSTALLATION INSTRUCTIONS.

Signarama
The way to grow your business.
41945 BOARDWALK, SUITE L
PALM DESERT, CA 92211
PH 760.776.9907 / FX 760.776.9844

Frontage: 75 Linear Feet
Total Signage 19 S.F.

Contractor's Lic # 830131 C45, C61/D42
Workers Comp. # 1938807
City Lic. #97005491

Customer: Indus Medical Associates
Address: 791 Orchard St 92211, CA. Coachella
Telephone: 760-485-7109
Fax: 760-xxx-xxxx
EAST ELEVATION

Dwg. No.: 109546 ***Rev.:*** 1
Date: 11/15/2021
Designer: DW
Salesperson: BS

Jobsite: Same

Customer Approval:

Landlord Approval:

*YOUR SIGNATURE ACKNOWLEDGES FULL APPROVAL OF DESIGN CONTENT AND LAYOUT, RELEASING SIGN*A*RAMA FROM RESPONSIBILITY IN REGARD TO INCORRECT DESIGN AND INFORMATION. THE COLORS SHOWN ARE ONLY REPRESENTATIVE OF ACTUAL PMS COLOR CALL OUTS. FINAL COLOR WILL BE MATCHED AS CLOSE AS POSSIBLE, COMMENSURATE WITH MATERIALS USED. THIS DESIGN IS PROPRIETARY PROPERTY AND MAY NOT BE USED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SIGN*A*RAMA.*

A1

Item 11.

Signarama
The way to grow your business.
41945 BOARDWALK, SUITE L
PALM DESERT, CA 92211
PH 760.776.9907
FX 760.776.9844

Date: 11-9-21
Job#: 109546
Salesperson: BS
Graphic Artist: DW

YOUR SIGNATURE ACKNOWLEDGES FULL APPROVAL OF DESIGN CONTENT AND LAYOUT, RELEASING SIGN-A-RAMA FROM RESPONSIBILITY IN REGARD TO INCORRECT DESIGN AND INFORMATION. THE COLORS SHOWN ARE ONLY REPRESENTATIVE OF ACTUAL PMS COLOR CALL OUTS. FINAL COLOR WILL BE MATCHED AS CLOSE AS POSSIBLE, COMMENSURATE WITH MATERIALS USED. THIS DESIGN IS PROPRIETARY PROPERTY AND MAY NOT BE USED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SIGN-A-RAMA.

APPROVAL SIGNATURE
DATE

SIZE
N/A

COLOR
N/A

MATERIAL
Site Plan

Signarama
The way to grow your business.

41-945 Boardwalk
Suite L
Palm Desert, CA 92211
(760) 776-9907

www.pdsignarama.com

Estimate
EST-109546

Payment Terms: Cash/Credit Card Customer

Created Date: 11/5/2021

DESCRIPTION: Channel Letter Signage

Bill To: Indus Medical Associates
791 Orchard ~~Street~~ Avenue
coachella, CA 92211
US

Pickup At: Signarama
41-945 Boardwalk
Suite L
Palm Desert, CA 92211
US

Requested By: Andrea Rivera
Email: imabiller@gmail.com
Work Phone: (760) 485-7109
Cell Phone: (760) 485-7109

Salesperson: Bill Sigurdsen
Email: bill@pdsignarama.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1.	**Channel Letter Signage**	2	$3,941.20	$7,882.40
1.1	**Standard Channel Letter -** **Part Qty:** 1 **Text:** INDUS Medical Associates **Notes:** Size to Building			
2.	**Labor and Installation**	2	$969.40	$1,938.80
2.1	**Labor -** **Part Qty:** 1 **Text:** Labor for install for each set			
3.	**Sign Permit City of Coachella**	1	$595.00	$595.00
3.1	**Permit / Procurement Fee -**			

Subtotal:	$10,416.20
Taxes:	$610.89
Grand Total:	$11,027.09

Regarding production of custom signs, this estimate is valid based on information from client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs.

Paid 50% - $5513.54.
on 11/16/21.

First American Title

First American Title Company
One Ridgegate Drive, Suite 225
Temecula, CA 92590
(951)296-2948
Fax - (866)771-0958

February 06, 2020
File No: RTE-6134410 (df)

Syed Azam and Farzana Quereshi

Re: **791 Orchard Avenue, Coachella, CA 92236**

Dear Valued Customer:

Thank you for selecting **First American Title Company** to process your escrow. We look forward to working with you towards a successful closing. The file number for your transaction is referenced above. Your escrow officer is **Debbie Fritz** and can be reached at **(951)296-2948**. The fax number is **(866)771-0958**. Please do not hesitate to call at any time during your transaction. For status regarding your loan in process, please contact your Mortgage Broker or Lender.

ENCLOSED are the following for your records:

- Escrow Action Items (these are items that may require your attention prior to close of escrow)
- Wiring Instructions - please provide to your bank when arranging a wire transfer of funds
- Privacy Policy Notice
- General Provisions for First American Title Company
- Escrow Instructions
- Preliminary Report or Commitment for Title Insurance

COMPLETE IN FULL, SIGN AND RETURN the enclosed items:

- Vesting Instruction and Amendment
- Buyer Information Request (if not previously given to Escrow Holder)
- General Provisions
- Offer for Homeowner's Insurance from **First American Property & Casualty Insurance Company** and Affiliated Business Disclosure
- Notice of Opportunity to Earn Interest (COMPLETE AND RETURN IS OPTIONAL)
- Escrow Instructions

Should you have any questions or need further assistance, please contact the undersigned. We appreciate the opportunity to serve you.

Sincerely,

Debbie Fritz
Escrow Officer
dfritz@firstam.com

df/nr

First American Title Company
One Ridgegate Drive, Suite 225, Temecula, CA 92590
Phone - (951)296-2941
Fax - (866)771-0958

File: RTE-6134410

Syed Azam and Farzana Quereshi

Cyber Fraud Warning to Buyers

Cyber-crimes involving email breaches and wire fraud are present in the real estate industry.

**** Our Wire Instructions Do Not Change. ****

First American Trust, FSB is the bank First American Title Company uses to receive domestic wires*. If you receive wiring instructions to send funds to a bank other than First American Trust, FSB, you should consider it suspect and call our office at an independently verified phone number. Do not inquire with the sender.

*Contact your escrow officer if sending funds from outside of the United States.

Please see: ***Protect Your Money from Wire Fraud Schemes When Buying a Home:***
https://www.youtube.com/watch?v=ek4TwC9owwY
issued by the American Land Title Association

First American Title Company

File No.:**RTE-6134410 (df)**

Thank You For Choosing First American Title

YOUR COPIES

YOU ARE ALWAYS FIRST WITH US!!!

ESCROW ACTION ITEMS - BUYER

Escrow Officer: Debbie Fritz **File No.:RTE-6134410 (df)**
Re: 791 Orchard Avenue, Coachella, CA 92236 ("Property")

Vesting: In preparation for closing, escrow will need to know how you want to take title to the Property. A copy of "Common Ways to Take Title to California Residential Real Property" is included with vesting instructions in this package. **You may want to discuss vesting options with your financial, tax or legal advisor.**

New Lender: If you are obtaining a new loan, please provide us with your lender's contact information as soon as possible. We will also need the loan officer's name and telephone number. Completing the enclosed **Buyer Information Request** form will assist in this process. **If you change lenders for any reason during the transaction, please notify us immediately.** If you have questions regarding your loan, please call your loan officer directly.

Closing Disclosure: If your new loan is subject to TILA-RESPA Integrated Mortgage Disclosure ("TRID") rules (effective 10/3/15), your lender (or we, on behalf of your lender) will provide you with a Closing Disclosure at least three business days before closing. Business days include all calendar days except Sunday and certain Federal holidays. Closing will, in most instances, be the date you sign the loan documents. In order to give us and your lender time to collaborate and prepare the Closing Disclosure please provide us will all information regarding the transaction you have as early as possible. The lender may require all information to be received 10-12 days prior to closing in order to allow them time to prepare and deliver the Closing Disclosure to you. Additionally, try to avoid making any changes to the transaction after the transaction information has been provided as any change will require the preparation of a new Closing Disclosure. In limited circumstances a change will result in a new 3 day review period arising.

Preliminary Report or Commitment: will issue a Preliminary Report or a Commitment, which will indicate the basis on which the Company is prepared to issue a Policy of Title Insurance. The report may include exceptions for liens, easements or other encumbrances for which no coverage will be provided, unless these matters are resolved to the Company's satisfaction. If requested by your real estate agent, you will receive a copy of the report in the mail; otherwise, your agent will receive the report and should review it with you. If you have any questions regarding the report, please call your escrow officer.

Title Insurance: If your new loan is subject to TRID rules, your lender will require a policy of title insurance to insure their loan. This policy does not insure you as the owner. An owner's policy of title insurance is available to insure your title. Because an owner's policy of title is not required by the lender as a condition of your loan, Federal Regulations require the lender to disclose on its Loan Estimate and Closing Disclosure that owner's title insurance is optional if it is paid for by you. Additionally, because the loan policy is required, Federal Regulations require the lender to disclose the full premium for the loan policy even if the loan policy can be obtained at a discount if issued simultaneously with an owner's policy. To offset the disclosure of a higher premium for the loan policy, a lower premium is disclosed for the owner's policy in states where a simultaneous issue discount is available. As a consequence, the disclosed premiums will not match the actual premiums that will be charged although the total premium for both the loan policy and the owner's policy will be the same. If the seller will be paying all or a portion of the title insurance premiums, an adjustment will need to be made on the Closing Disclosure so you and the seller pay the actual premiums instead of the disclosed premiums.

Homeowner's Insurance: Your lender may require you to provide evidence of homeowner's insurance prior to close of escrow. Please discuss the purchase with your insurance agent and provide us with their contact information by completing the **Buyer Information Request** form. Payment of the premium and impounds, if any, will be included in your closing amount and paid through escrow.

Credit Cards and Bills: If your lender requires you to pay off any credit cards and/or bills through escrow, we will require copies of your most recent statements. Please contact your escrow officer prior to your signing appointment to take care of this requirement.

CLOSING FUNDS: If funds are required from you to close escrow, your escrow officer will provide you with an amount when available. **The preferred form of funds is a wire transfer. BEWARE OF CYBER CRIME!**

Confirm First American wire instructions at a known phone number with your escrow officer before sending a wire transfer. Cashier's checks are legally acceptable, but may cause a delay due to our need to validate the authenticity of the check. ACH credits will not be accepted for closing funds.

Please Note: Contact your Escrow Officer if your transaction involves the use of "Gift" or "Third Party" Funds.

Signing Appointment: After escrow receives your loan documents, you will be contacted to schedule your signing appointment. The appointment should take approximately 30 minutes to one hour.

Identification: Please bring to your signing appointment one current form of identification issued by a federal or state government with your picture, signature and physical description (for example, driver's license, military ID, passport). **Your picture ID should reflect your name as it appears on your loan documents.** If you do not bring a picture ID to the appointment, we will not be able to notarize documents and proceed with closing.

Recording and Possession: After you have signed all closing documents and deposited good funds to close, if any, recordation and disbursement may occur within 1 to 4 business days, depending on the type of transaction. Possession of the Property and delivery of keys are **not** handled by escrow. These matters should be handled by your real estate agent, or between you and the seller.

Online Resources: Visit firstam.tv for information about title insurance and settlement services.

First American Title

First American Title Company
One Ridgegate Drive, Suite 225
Temecula, CA 92590
(951)296-2948

INCOMING WIRE INSTRUCTIONS

Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a First American Title Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

** Our Wire Instructions Do Not Change. **

Funds from other than buyer or seller: Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third-party deposits not accompanied by appropriate instructions will be returned to the remitter.

IMPORTANT! DO NOT SEND AN ACH TRANSFER FOR CLOSING: An ACH transfer is not immediately available funds and requires additional time for clearance. *If you are unsure if you are sending the funds via Wire Transfer or ACH, contact your bank for Wiring Instructions prior to transmitting the funds.* **Contact our office at (951)296-2941 prior to sending funds by ACH transfer.** Acceptance of ACH transfers are subject to state law.

Funds from a non-U.S. Bank: If your funds are being wired from a non-U.S. bank, additional charges may apply. When wires are returned to a bank outside the United States, First American Title Company shall not be responsible or liable for any loss or expense incurred as a result of currency exchange rates, delays in availability of funds, or delays due to the U.S. bank or foreign bank requiring additional information. First American Title Company shall have no liability or responsibility after properly initiating the wire return. Failure to deposit funds as specified herein may delay the recordation and closing of this escrow transaction. First American Title Company will not accept any responsibility or liability for any delays and/or penalties imposed due to non-receipt of good funds as described herein, including but not limited to wire transfer delays caused by either the transmitting or receiving bank.

IMPORTANT: Notify our office at (951)296-2941 when you have transmitted your wire.

PAYABLE TO:	First American Title Company
BANK:	First American Trust, FSB
ACCOUNT NO.:	3013540000
ROUTING NUMBER	122241255
SWIFT Code:	FATUUS66
BANK ADDRESS	5 First American Way, Santa Ana, CA 92707 (*Do not use* to mail checks. This address is for Wire Transfers only)

PLEASE REFERENCE THE FOLLOWING:

PROPERTY:	791 Orchard Avenue, Coachella, CA 92236
FILE NUMBER:	RTE-6134410

WIRES MAY BE RETURNED IF THE FILE NUMBER AND PROPERTY REFERENCE ARE NOT INCLUDED

First American Title™

Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information:** (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected **personal information** include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected **personal information** include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

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First American Title™

Categories of Third Parties Shared	The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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Escrow General Provisions-REVISED FEBRUARY 23, 2017

Use of Escrow Holder's services after receipt of these provisions constitutes acceptance of the terms. Please read for general information about the escrow process.

1. SPECIAL DISCLOSURES:

A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disbursable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as bank services, accommodations, loans, credits or other business transactions from the depositories which shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such benefits.

C. ADDITIONAL FEES FOR THIRD PARTY SERVICES

Escrow Holder may incur additional costs for services performed by third parties. The fees charged by Escrow Holder for such services including, but not limited to, wire transfers, overnight deliveries, messenger or other third party services may include a mark up over the direct cost to Escrow Holder of such services.

D. METHOD TO DELIVER PAYOFF TO LENDERS/LIENHOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder as soon as Escrow Holder is able after confirmation of recordation/close of escrow and as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party. Certain payments such as home equity line of credit payoffs ("HELOCS") may require additional time to process.

2. "CLOSE OF ESCROW"/PRORATIONS & ADJUSTMENTS

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

3. CONTINGENCY PERIODS (Applies only when property being transferred)

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

4. REPORTS

A. Preliminary Report -Escrow Holder has neither responsibility nor liability for any title search that may be performed in connection with the issuance of a preliminary report.

B. Other Reports-As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.

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7. PERSONAL PROPERTY TAXES
No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

8. REAL PROPERTY TAXES
Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1st (delinquent December 10th) and the second installment is due February 1st (delinquent April 10th). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

9. CANCELLATION OF ESCROW (Applies only when property being transferred)
Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the Funds Held in Escrow fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

10. CONFLICTING INSTRUCTIONS & RELATED DISPUTES
If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the Funds Held in Escrow fee) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorney's fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

11. USURY
Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

12. AMENDMENTS TO ESCROW INSTRUCTIONS (Applies only when property being transferred)
Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.

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13. FIRE, HAZARD OR LIABILITY INSURANCE POLICIES
In all matters relating to fire, hazard or liability insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

14. COPIES OF DOCUMENTS; ELECTRONIC SIGNATURES; AUTHORIZATION TO RELEASE
Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. Escrow Holder may agree to accept electronically signed documents from a platform or program approved by Escrow Holder. If requested by Escrow Holder, the originals of such documents and/or original signatures shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded MUST contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

15. EXECUTION IN COUNTERPART
The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

16. TAX REPORTING, WITHHOLDING & DISCLOSURE (Applies only when property being transferred)
The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. *WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.*

A. TAXPAYER IDENTIFICATION NUMBER REPORTING
Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.
Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

B. STATE WITHHOLDING & REPORTING
In accordance with Section 18662 of the Revenue and Taxation Code (R&TC), a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either:
1. A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.
2. A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.
The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

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However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following applies:
1. The sale price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000).
2. The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation with a permanent place of business in California.
3. The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:
a. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).
b. The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).
c. The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.
d. The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.
e. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.
The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.
Contact FTB: For additional information regarding California withholding or for the Alternative Withholding, contact the Franchise Tax Board at (toll free) 888-792-4900), by e-mail WSCS.GEN@ftb.ca.gov; or visit their website at www.ftb.ca.gov.

C. FEDERAL WITHHOLDING & REPORTING
Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

D. TAXPAYER IDENTIFICATION DISCLOSURE
Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.
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First American Title

First American Title Company
One Ridgegate Drive, Suite 225
Temecula, CA 92590
(951)296-2948
Fax - (866)771-0958

ESCROW INSTRUCTIONS

To: **First American Title Company, Escrow Holder**
Debbie Fritz, Escrow Officer

File No.: **RTE-6134410 (df)**
Date: **February 06, 2020**
Estimated Closing Date: **March 12, 2020**
Purchase Price: **318,000.00**

Re: **791 Orchard Avenue, Coachella, CA 92236**
("Property")
Syed Azam and Farzana Quereshi ("Buyer")
The Prince Family Trust ("Seller")

This escrow has been opened pursuant to that certain real estate purchase agreement entitled "**Commercial Property Purchase Agreement and Joint Escrow Instructions**" dated as of **January 13, 2020** ("Purchase Agreement") by and between the above Buyer and Seller (collectively the "Parties") on the Property described above and as further legally described in the Preliminary Report issued in connection with this escrow. The terms and conditions of the Purchase Agreement which constitute instructions to Escrow Holder are incorporated herein by reference.

First American Title Company will act as Escrow Holder for the Parties pursuant to the Purchase Agreement subject to the following term and conditions.

General Provisions: Escrow Holder's duties and responsibilities in this escrow are subject to the General Provisions. To the extent that the Purchase Agreement is inconsistent with the General Provisions, the terms of the General Provisions shall control as to Escrow Holder's rights, duties and responsibilities.

Clarification of Purchase Agreement Terms:
Sales Price: The sales price of the Real Property is **$318,000.00.**
Acceptance Date: The acceptance date of the Agreement has been determined to be **January 27, 2020**.
Opening Date: The opening of escrow date is **January 27, 2020**.
Contingency/Title Review Period: Buyer's contingency/title review period shall expire on **February 17, 2020.**
Close of Escrow: The estimated settlement date is **March 21, 2020**.

Title Approval: Buyer acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow.

Buyer approves the contemplated policy form and acknowledges that the Policy of Title Insurance shall be subject to all exceptions shown on the Preliminary Report except:

1. Delinquent general and special taxes, assessments and/or bonds
2. Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
3. Deed(s) of Trust not assumed by Buyer
4. The following items which are specifically disapproved by Buyer: _____
   Buyer initial(s): SA / FQ

(Buyer: please list above the numbers of the specific exceptions on the preliminary report which are disapproved and initial.)

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer as part of this escrow and general and special taxes and assessments which as of the date of close of escrow are a lien not yet due and payable.

Buyer further acknowledges that First American Title Company has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s).

Buyer understands that, should there be any involuntary liens recorded against the Buyer at the time Buyer acquires title, these involuntary liens will become liens on the title to the property.

Estimated Settlement Statement: Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" without further instruction from the parties hereto.

Release of funds to Seller prior to close of escrow: Upon receipt of these instructions signed by Buyer and expiration of the Buyer's contingency/title review period, Escrow Holder is hereby authorized and instructed to release to Seller the sum of **$10,000.00.** Buyer is aware that there shall be no further authorization required from Buyer prior to this release of funds. All parties understand that no documents have been recorded and title to subject property will not have been conveyed to Buyer at the time of this release. First American Title Company is hereby relieved of any and all liability and/or responsibility in connection with the payment of funds to Seller prior to closing. Once released, and in the event this escrow is not consummated for any reason whatsoever, Escrow Holder shall in no way participate in any attempt to recover the funds so paid to Seller prior to closing. At the close of escrow, the sum of **$10,000.00** is to be charged to Seller's account and credited to Buyer's account toward the purchase price herein.

Local Transfer Forms: Buyer and Seller acknowledge that local ordinances may require the completion and submittal of certain certificates or applications, or physical modifications such as to sewer laterals and to sidewalks, in connection with the transfer of ownership of the subject property, referred to herein as "Local Transfer Obligations." Buyer and Seller further acknowledge and agree that the completion or submittal of these Local Transfer Obligations shall be handled outside of escrow and are not the responsibility of Escrow Holder. Specifically, Escrow Holder is not responsible for: 1) identifying or advising regarding any such requirements, 2) furnishing, completing or submitting forms, or 3) paying or disbursing any funds in connection therewith. Buyer and Seller authorize and instruct Escrow Holder to close this escrow without inquiry or concern regarding the status of any Local Transfer Obligations.

In the event Escrow Holder agrees to receive any forms for forwarding to other parties or governmental agencies, Escrow Holder will be performing such actions as an accommodation only, and shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If Escrow Holder has transmitted any type of filing fee on behalf of the parties by its check and the check remains un-negotiated and becomes stale-dated or is returned to Escrow Holder by the agency, the parties instruct Escrow Holder to void its check and disburse the funds to the Buyer. Any related forms that are returned to Escrow Holder shall also be forwarded to the Buyer.

Satisfaction of Executory Terms: Pursuant to the Purchase Agreement, the consummation of the escrow is subject to satisfaction of certain executory terms and provisions which are not the responsibility of Escrow Holder. The Parties shall be solely responsible for determining such satisfaction and the Buyer and Seller execution of the Estimated Closing Statement, deposit of Grant Deed and funds for closing with Escrow Holder shall be deemed that such executory terms have been fully satisfied or are otherwise waived (as to Escrow Holder's duties) and Escrow Holder's receipt of the above described documents shall constitute a direction to Escrow Holder to close the Escrow. This provision is for the benefit of Escrow Holder only and not to be deemed a waiver or release of contractual obligations between the principals hereto.

Funds Held Fee: In the event that funds remain in escrow for any reason more than 90 days after the close of escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of $25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

Document/Funds Delivery: After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

SELLER:

Jack Prince and Avis Prince, Trustees of The
Prince Family Trust

_____
Jack Prince, Trustee

_____
Avis Prince, Trustee

Forwarding
Address: _____

Phone: _____

BUYER:

_____
Syed Azam

_____
Farzana Quereshi

Forwarding
Address: 35400 BOB HOPE DR SUITE 209.
RANCHO MIRAGE CA 92270.

Phone: 760 - 567 - 4367.

IMPORTANT INFORMATION ABOUT THE COMPLETION OF THIS FORM PENALTIES ASSESSED BY THE TAX COLLECTOR FOR NON-COMPLETION HAVE INCREASED

CA Senate Bill 507 signed into Law and effective in 2012 amends Sections of the Revenue and Taxation Code relating to taxation, increasing the penalties imposed for failure to file a change of ownership report.

Because of the potential for significantly higher penalties, it is very important that you:

1) Complete the Preliminary Change of Ownership Report ("PCOR") with all information;
2) Ensure that the mailing address for the grantee is complete and accurate to ensure that the Assessor can contact you with any inquiries.

The Title Company/Escrow Officer cannot help you complete this document because of liability reasons.

If you are unable to complete the PCOR or it is rejected for filing, the County will charge an additional $20 fee and the Assessor will mail notification to you requesting completion of the PCOR. **If you don't complete and return the PCOR at that time, a penalty can be assessed and added to your tax bill.**

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PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be **filed with each conveyance in the County Recorder's office for the county where the property is located.**

ASSESSOR'S PARCEL NUMBER
778-053-009

SELLER/TRANSFEROR
The Prince Family Trust

BUYER/TRANSFEREE
Syed Azam and Farzana Quereshi

BUYER'S DAYTIME TELEPHONE NUMBER
760 - 567- 4367

BUYER'S EMAIL ADDRESS
QURESHIF66@GMAIL.COM

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
791 Orchard Avenue, Coachella, CA 92236

			MO	DAY	YEAR
☐ YES ☒ NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.				
☐ YES ☒ NO	Are you a disabled veteran or a unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?				

MAIL PROPERTY TAX INFORMATION TO (NAME)
FARZANA LAND HOLDINGS

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)	CITY	STATE	ZIP CODE
35400 BOB HOPE DR SUITE 209	RANCHO MIRAGE	CA	92270

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES	NO		
☐	☒	A.	This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.).*
☐	☒	B.	This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.).*
☐	☒	*C.	This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) and grandchild(ren).
☐	☒	*D.	This transfer is the result of a cotenant's death. Date of death _____
☐	☐	*E.	This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? ☐ YES ☐ NO
☐	☐	*F.	This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
☐	☐	G.	This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage).* If YES, please explain: _____
☐	☐	H.	The recorded document creates, terminates, or reconveys a lender's interest in the property.
☐	☐	I.	This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner).* If YES, please explain: _____
☐	☐	J.	The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
		K.	This is a transfer of property:
☐	☐		1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
☐	☐		2. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
☐	☐	L.	This property is subject to a lease with a remaining lease term of 35 years or more including written options.
☐	☐	M.	This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
☐	☐	N.	This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
☐	☐	*O.	This transfer is to the first purchaser of a new building containing an active solar energy system.
☐	☐	P.	Other. This transfer is to _____

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-A (P2) REV. 13 (06-17)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☒ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: ____ Remaining term in years *(including written options)*: _____

☐ Other. Please explain: _____

C. Only a partial interest in the property was transferred. ☐ YES ☒ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 318,000.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ _____

C. First deed of trust @ _____% interest for _____ years. Monthly payment $ Mortgage loan through BOA Amount $ 318,000.00

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $ _____ Due date: _____

D. Second deed of trust @ _____% interest for ____years. Monthly payment $ _____ Amount $ _____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $ _____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☒ NO Outstanding balance $ _____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $ _____

G. The property was purchased: ☒ Through real estate broker. Broker name: **HomeSmart Professionals** Phone number: ( ) _____

☐ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

_____

PART 4: PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☐ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☒ Commercial/Industrial

_____

B. ☐ YES ☒ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☒ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☒ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☒ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☒ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE	TELEPHONE
▶ [signature]	4/10/2020	(760 - 567-4367 .
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	**TITLE**	**E-MAIL ADDRESS**
FARZANA QURESHI	SECRETARY	QURESHIF66@GMAIL.COM

The Assessor's office may contact you for additional information regarding this transaction.

BOE-502-A (P3) REV. 13 (06-17)

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C,D,E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions**. Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> **"Beneficial interest"** is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inhertiance following the death of the property owner, please complete a Change in Ownership Statement, Death of Real Property Owner, form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: Professional Service Agreement with MSA Consulting Inc. for Survey and Utility Services Related to the Waterline Crossing the Coachella Valley Storm Channel on Avenue 50 in the Amount not to Exceed $35,350.00.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Professional Service Agreement with MSA Consulting Inc. for survey and utility services related to the waterline crossing the Coachella Valley Storm Channel on Avenue 50 in the Amount not to Exceed $35,350.00

BACKGROUND:

In 1970, the City built a 16-inch water transmission line that crosses the Coachella Valley Storm Channel on Avenue 50. The City has limited records and data that provide staff with adequate information to determine the location of this critical water transmission main.

The Coachella Valley Water District provides routine maintenance of its storm channel, which at times requires excavation. The City of Coachella is currently unable to provide information related to the location and depth of its water transmission main. Locating the water main is critical for the operations of the water system, for sharing information with others in an effort to prevent damage to our line and critical in the event of an emergency that requires accessing the line for repairs.

DISCUSSION/ANALYSIS:

The City reached out to MSA Consulting and The Altum Group, and requested a proposal for the potholing of the 16-inch waterline crossing the Coachella Valley Water District's (CVWD) Storm Channel at eight locations, and survey to provide pothole tie-in reference points for horizontal and vertical reference.

The Altum Group was unable to provide a proposal. MSA Consulting provided the proposal attached within the professional services agreement, and is familiar with the City's standards and requirements, and has provided similar services for past projects.

Cost:	**Project Cost:**
Proposal	$ 30,350.00
Contingency	$ 5,000.00
Total Project Cost:	$ 35,350.00

FISCAL IMPACT:

The 2024-25 adopted budget has the required funds under the Professional/Contract Services account.

ATTACHMENTS:

1. Draft Professional Services Agreement

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____day of _____, 2025, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53462 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and MSA Consulting Inc., a corporation, with its principal place of business at 34200 Bob Hope Drive, Rancho Mirage, CA 92270 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the Survey and Utility Services (RFP 2467) for a waterline along Avenue 50 and Tyler St. in the City of Coachella. ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 13, 2025 to June 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other reasonably established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

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

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty Five Thousand Three Hundred Fifty Dollars and No Cents ($35,350.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Marco Celedon.

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

3.3.6 Consultant's Representative. Consultant hereby designates Marco Celedon, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the coordination of all portions of the Services under this Agreement.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.. Consultant’s employees and subconsultants have skill and experience to perform the Services assigned to them in a manner consistent with the standards generally recognized in the same discipline in the State of California. Consultant’s employees and subconsultants have licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any reasonable services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is reasonably determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform

any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and reasonably complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones")..

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

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

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

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: MSA Consulting, Inc.
34200 Bob Hope Drive
Rancho Mirage, CA 92270 ATTN: Marco Celedon

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Castulo Estrada

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be

responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

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

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

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA AND MSA CONSULTING, INC.

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

CITY OF COACHELLA

Approved By:

_____

Bill Pattison
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

MSA CONSULTING, INC.

By: _____

Its: Vice President/Director of Public Works

Printed Name: Marco Celedon

EXHIBIT "A"
SCOPE OF SERVICES

See attached

MSA CONSULTING, INC.
Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

December 19, 2024

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Mr. Castulo Estrada

Subject: Proposal for Survey and Utility Services (RFP 2467)
Ave 50 & Tyler – Coachella, CA

Dear Mr. Estrada:

MSA Consulting, Inc. (Consultant) is pleased to offer the following Survey and Utility Services related to the proposed waterline along Avenue 50 and Tyler Street, in the City of Coachella (City). The subject property is located across approximately 1,065 linear feet; as shown in Exhibit "C" – Subconsultant Proposal.

Our proposal is based upon the information provided to us, our previous work efforts on the project, and our understanding of the City of Coachella's and local Utility purveyors' respective standards and requirements.

The Scope and Fee described in this proposal shall be valid until June 30, 2025. Scheduling for the Work will commence upon receipt of a signed copy of a Professional Service Agreement, which will serve to acknowledge approval of the terms contained herein.

We hope the attached scope and fee are consistent with your requirements. We appreciate the opportunity to offer our services and would be pleased to answer any questions you might have.

Very truly yours,

Marco T. Celedón, PE
Vice President / Director of Public Works
MSA Consulting, Inc

MTC:br

Enclosures
- Exhibit "A" – Scope of Work
- Exhibit "B" – Compensation
- Exhibit "C" – Subconsultant Proposal
- Hourly Fee Schedule

O:\Proposals\Proposals 2024\P2467 City of Coachella - Ave 50 & Tyler - Survey and Utility Services\mtc_City of Coachella_Survey and Utility Services_Ltr_REV12.19.24.docx

Via Electronic Mail

34200 Bob Hope Drive, Rancho Mirage, | 760.320.9811 | msaconsultinginc.com

EXHIBIT "A" – SCOPE OF WORK

MSA proposes to perform the following tasks for this project:

Survey and Utility Services

1.1. MSA Utility Research, Coordination and Supervision for Potholing

- Coordinate and oversee proposals, scheduling, and supervision of potholing crew.
- Adjust Utility Base Plans to include results of locating services.
- Prepare a potholing exhibit.

1.2. Private Utility Potholing

Potholing will be performed by C-Below (Subconsultant), scope of work shown on Exhibit "C" – Subconsultant Proposal attached; Subconsultant's work will be overseen by MSA. The Subconsultant will provide dig sheets and photos for all excavations. Work beyond eight (8) potholes or will be approved in advance by the City at an additional cost. Number of days to perform scope is a high-level estimate. Method of potholing is vacuum extraction with a 1' diameter hole. Potholes in concrete or cold patch asphalt will be repaired limited to the opening. The locations of potholes are shown in the attached Exhibit "C" – Subconsultant Proposal.

1.3. MSA Survey Pothole Results

MSA Survey Crew to provide pothole tie-in reference points for horizontal and vertical reference.

CITY RESPONSIBILITIES and ASSUMPTIONS

This proposal assumes the following:

1. Prevailing Wage rates are in effect.
2. City will provide access to the property, as needed
3. City to provide direction, as needed
4. City to pay all processing deposits and fees
5. City to provide applicable information and documents, as needed
6. City to coordinate traffic control for work within street right of way
7. Utility plat fees to be billed to City as reimbursable expenses.
8. Private utility location will be performed by a potholing contractor. MSA will be responsible for contracting with the Subconsultant to provide the potholing services. A 15% mark-up for MSA's management of the Subconsultant has been included in Exhibit "B" – Compensation. Costs are hourly or fixed fee as identified in the Subconsultant's proposal (costs shown on Exhibit "C" – Subconsultant Proposal attached) and will be billed monthly as invoices are received from the Subconsultant.

34200 Bob Hope Drive, Rancho Mirage, | 760.320.9811 | msaconsultinginc.com

EXCLUSIONS

Consulting services not specifically listed in the scope above are excluded from the agreement. Additional services, if required, may be provided by MSA or other consultants under a separate written proposal with additional fees as approved by the City. Examples of these include:

1. Agency/Impact Fees
2. Utility will serve letters, potholing or computer modeling by local Water District
3. Construction Staking

34200 Bob Hope Drive, Rancho Mirage, | 760.320.9811 | msaconsultinginc.com

EXHIBIT "C" - SUBCONSULTANT PROPOSAL

Estimate

Job No.	08-242097-P
Quote No.	00056678
Date:	12-17-2024
Expires on:	03-17-2025
Payment Terms:	NET 30
Prevailing Wage	Yes

C Below | Subsurface Imaging
Call Before you cut, core, drill or dig.

1385 Old Temescal Rd., Suite 100
Corona, CA 92881
Phone: **(888) 902-3569** Fax: (909)606-6555
www.cbelow.com

Bill To
MSA Consulting, Inc.
34200 Bob Hope Drive
Rancho Mirage, CA 92270

Opportunity Name

50th and Tyler PH and Locating

Primary Contact
Michael Scheiber
760-320-9811
mschreiber@msaconsultinginc.com

Jobsite Address
50th and Tyler
50th Ave and Tyler
Coachella, CA

Sales Rep	Ext.	Email	Cell
Robert Foster		robertf@cbelow.com	+1 9516270112

C Below, Inc. (C Below) submits this proposal for the 50th and Tyler PH and Locating project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. To successfully complete the outlined scope of services in this proposal, our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping ensure a safe and successful project.

Potholing Scope of Work

C Below will perform (8) potholes as indicated in the client provided potholing exhibit. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch.

Additional costs: Potholes outside of our standard will be billed based on actual depth or conditions. Limitations on work hours may cause additional mobilization or traffic control charges. Permitting fees will be adjusted to actual costs.

If C Below is not hired to mark the locations of the potholes, they will be performed off of the utility provider's marks under the client's direction. Utility providers typically do not mark out sewer or storm drain lines. Dry holes are considered billable. Locating is a separated line item that will be represented on your estimate.

Client will be provided a detailed potholing report at the conclusion of the investigation.

SERVICE INCLUDES

Dig Alert Coordination & Delineation
Vacuum Excavation to top of utility, encasement or stop depth
Sand Backfill
Hot Patching
Removal of Debris
Pothole Report

SERVICE DOES NOT INCLUDE

Encroachment Permit at cost plus 15% for processing fee
Standard Traffic Control
Permanent Cold Patch
Slurry Backfill
Engineered Traffic Control Plans
Extensive Traffic Control
Flagging for Traffic Control
Sidewalk Concrete Panel Replacement
Removal of Dig Alert Marks
Survey of Pothole Locations pre or post pothole
Please request a quote if any of the above services are needed

Utility Locating Scope of Work

C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).

The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).

C Below will exhaust any and all utility locating methods, plus “tribal knowledge”, to positively identify the horizontal and vertical locations of the utility lines.

This includes utilizing the equipment listed below:

- Electromagnetic Locator (Locator)
- Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)
- Ground Penetrating Radar (GPR).
- Locatable Duct Rodder (Ram Rod).
- Crawler Camera and lateral Launch Equipment if specifically included in your quote. (Crawler)

Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these.)

C BELOW SUBSURFACE IMAGING
An RMA Company

Product Line Items

	Estimated Costs
Potholing	$14,505.00
Utility Locating	$4,495.00
Total USD	**$19,000.00**

Estimate Worksheets

Potholing				
Item	Quantity	Unit	Unit Price	Total
S1 Pothole 1’ x 1’ x 0’ - 5’ deep	8	HR	$660.00	$5,280.00
Potholing | Travel Time | Crew	12	HR	$325.00	$3,900.00
Vacuum Excavation Spoil Removal and Dump Fee: Removal of excavated spoils and dumping of material	2	EA	$950.00	$1,900.00
Pothole Report	1	UNIT	$550.00	$550.00
Hotpatching + Slurry	8	EA	$300.00	$2,400.00
Project Coordination	3	HR	$95.00	$285.00
Administrative	2	HR	$95.00	$190.00
			Subtotal	**$14,505.00**

Utility Locating				
Item	Quantity	Unit	Unit Price	Total
Locating | Certified Supervising Technician	8	HR	$195.00	$1,560.00
Locating | Trained Certified Assistant Technician	8	HR	$180.00	$1,440.00
Locating | Travel Time | Crew	4	HR	$255.00	$1,020.00
Project Coordination	3	HR	$95.00	$285.00
Administrative	2	HR	$95.00	$190.00
			Subtotal	**$4,495.00**

Quality Level Definitions

Quality Level D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

Quality Level C involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent or are not too expensive to repair or relocate.

Quality Level B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

Quality Level A is the highest level of accuracy and involves the full use of the subsurface utility investigation method. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and provides the type, size, condition, material and other characteristics of underground features.

C BELOW SUBSURFACE IMAGING
An RMA Company

Service Exceptions and Limitation

Locating Exceptions

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer and storm drain lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to locate these types of lines, please contact us for an additional quote.

GPR Exceptions

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 12 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Indications show up on the radar screen as hyperbolas. The center of the hyperbola is the center of the indication. GPR data, under most circumstances, does not allow for the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than 2 inches on center may show up as one indication.

Mapping Exceptions

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

Potholing Exceptions

For billing purposes, C Below defines a standard pothole with the dimensions of 1’ X 1’ X 5’ deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6” thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please speak to your C Below representative. Optional Services include: hot patching per City requirements, slurry backfill, standard or engineered traffic control plans, trenching or excavation beyond standard pothole dimensions.

CCTV Exceptions

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

Traffic Control

Standard Traffic Control includes one lane closure with minimal signage not spanning an intersection. Extensive Traffic Control includes multiple lane closures, arrow boards, multiple signage requirements, spanning of intersections, flaggers, and other non-standard setups.

GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between C Below, Inc. ("C BELOW") and the party that accepted C BELOW's proposal or requested that C BELOW perform Services ("Client"). C BELOW shall include said company, its engineers, employees, insurers, or authorized representative. This "Agreement" includes C BELOW's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from C BELOW shall constitute acceptance of the terms of these General Conditions.

1. **SCOPE OF SERVICES.** Services means the service(s) performed by C BELOW for Client or at Client's direction. C BELOW's findings, opinions, and recommendations are based upon data and info C BELOW obtained by and furnished to C BELOW at the time of the Services. C BELOW may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in C BELOW's Proposal. If any alteration or addition of Services are requested by the Client, C BELOW may provide a written notification detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. If Client does not follow these procedures, but instead directs, authorizes, or permits C BELOW to perform the changed or additional work, the Services are changed accordingly, and C BELOW will be paid for this work according to its written notification or current fee schedule.

2. **DELAYS.** C BELOW shall be entitled to an equitable adjustment to the project schedule and compensation to compensate C BELOW for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond its reasonable control. All promises of services time are approximations by C BELOW and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall C BELOW be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by C BELOW's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. **MINIMUM CHARGES.** All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two-hour minimum charge shall apply (show-up charge).

4. **WORKING HOURS** C BELOW's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by C BELOW are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

5. **SCHEDULING & CANCELLATION** A minimum of 24 hours' notice is required when scheduling C BELOW's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of $75 per technician will apply. If services are canceled less than 24 hours before the scheduled start time, a fee of $75 per technician will apply.

6. **PREVAILING WAGE** The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by C BELOW to the Client.

7. **CERTIFIED PAYROLL** The prices quoted within are subject to certified payroll unless specifically agreed between C BELOW and the Client. If this project requires Certified Payroll, our hourly administrative rates will increase to accommodate this request. If Client requests for certified payroll after the fact, then it will be at an additional cost.

8. **C.O.D.** Projects totaling less than $5,000.00 in services for Clients that have not submitted credit approval through the C BELOW accounting department shall be performed on a Cash on Delivery (C.O.D.) basis. Prior to the start of our services the C BELOW technician will collect a check from the Client. Alternatively, the Client can opt to pay by Credit Card by filling out a Credit Card Authorization form.

If this method is chosen, then a 3% processing fee will be applied. For all other projects, please see the COMPENSATION AND PAYMENT TERMS section of this document (Section 28).

9. **REIMBURSABLE EXPENSES** Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by C BELOW exclusively for the project will be invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

10. **SERVICE AUTHORIZATION** Written requests will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify C BELOW in writing as their authorized representative. Otherwise, all service requests are billable.

11. **PROPOSAL VALID DURATION** Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from the proposal date.

12. **C BELOW RESPONSIBILITIES**. Services performed by C BELOW under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. C BELOW MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. C BELOW will not be responsible for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for site conditions of which it was not actually informed; for unauthorized modifications to or deviations from C BELOW's instruments of service or the use of unfinalized instruments of service for any purposes including bidding or cost estimating; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for decisions made by others relating to materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into C BELOW's instruments of service for ease of reference or otherwise; for the performance of the Project's contractors and materials suppliers; for construction means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies. The services being provided for by C BELOW do not relieve the Client of the responsibility of having to comply with California Government Code §§4216 - 4216.9. It is expressly understood by the Client that C BELOW's services are not a substitute for compliance with California government Code §§4216 - 4216.9.

Client acknowledges that findings prepared by C BELOW are based on limited information and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where explorations are made by C BELOW. Client is responsible for notifying the appropriate party or professional regarding the findings noted by C BELOW and C BELOW accepts no liability in connection therewith. C BELOW shall not be responsible for the interpretation by others of information developed by C BELOW and makes no guarantee that C BELOW's findings are properly implemented by any party. C BELOW shall not be held liable for problems that may occur if C BELOW recommendations are not followed.

13. **CLIENT PARTICIPATION.** Client will make available to C BELOW all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans and topographic surveys. Client shall immediately transmit to C BELOW any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. C BELOW shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify C BELOW against claims, demands, or liability arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold C BELOW harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given C BELOW prior notice and has received C BELOW's written consent for such changes. C BELOW does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of services ordered by Client is adequate and sufficient for Client's intended purpose.

14. **THIRD PARTIES** To the fullest extent permitted by law and to the extent not resulting from C BELOW's proven negligence, Client agrees to defend, indemnify and hold C BELOW harmless from any claims, demands, suits, losses,

charges, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility by any and all third parties including but not limited to, contractors, subcontractors, agents, employees, assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and C BELOW. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and C BELOW that any such person or entity, other than Client or C BELOW, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of C BELOW or an assignment to an affiliate or subsidiary of C BELOW.

15. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.** Client shall furnish to C BELOW all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re- negotiation of the scope of C BELOW's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate C BELOW for measures that in C BELOW's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate C BELOW for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, Client waives any claim against C BELOW, and to the maximum extent permitted by law, agrees to defend, indemnify, and save C BELOW harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site. There is a risk that potholing may result in contamination of certain subsurface areas. Client waives any claim against, and agrees to defend, indemnify and save C BELOW harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by potholing. Client also agrees to adequately compensate C BELOW for any time spent and expenses incurred in defense of any such claim.

16. **SITE CONDITIONS**. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide C BELOW access to the project site for all equipment and personnel necessary for the performance of the Services, unless specifically stated within the Estimate Worksheets or Scope of Work in C BELOW's proposal. C BELOW shall be allowed free access to the site. Client understands and agrees that C BELOW shall only be responsible for losses which directly result from C BELOW's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Client waives any claim against C BELOW, and agrees to defend, indemnify, and hold C BELOW harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate C BELOW for any time spent or expenses incurred by C BELOW in defense of any such claim.

17. **ENVIRONMENTAL LIABILITY.** Neither this Agreement nor the providing of services will operate to make C BELOW an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. Client will indemnify, defend and hold C BELOW harmless from and against any and all losses, damages, costs and expenses, including attorney's fees, from third party claims, demands and causes of action arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation of, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by C BELOW's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

18. **OWNERSHIP AND LEGAL USE OF DOCUMENTS.** All notes, data, reports, original final reproducible drawings,

plans, specifications, calculations, and studies memoranda assembled or prepared by C BELOW are instruments of service with respect to the subject project, and C BELOW shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by C BELOW for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to C BELOW, and the Client agrees to indemnify and hold harmless C BELOW against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom.

19. **ALLOCATION OF RISK AND LIMITATION OF LIABILITY.** The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against C BELOW, its parents, affiliates and subsidiaries ("C BELOW Covered Parties"), so that the total aggregate liability of C BELOW Covered Parties shall not exceed $5,000 or the actual paid compensation for the services performed by C BELOW under this Agreement, whichever is less. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

20. **LIABILITY FOR OTHERS.** C BELOW shall not be responsible for supervising or overseeing the Client's contractors or for their means and methods, procedures, performance, or site safety. C BELOW shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). C BELOW shall have no authority to control Others regarding their work or their safety practices. C BELOW does not control or guarantee the work of Others. C BELOW has no duty to inspect or correct health and safety deficiencies of Others. C BELOW will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of C BELOW's services shall not relieve Others of their responsibilities to the Client or Others. C BELOW reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.

21. **CONSEQUENTIAL DAMAGES WAIVER.** Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and C BELOW waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

22. **INSURANCE.** C BELOW will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of $1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of $1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of $1,000,000 combined single limit, and (5) If C BELOW is providing professional services, Professional Liability insurance with coverage of $1,000,000 per claim/aggregate. Client shall name C BELOW as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include C BELOW in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide C BELOW with a certificate of insurance evidencing the required insurance. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from C BELOW.

23. **RESOLUTION OF DISPUTES.** Either party may initiate a dispute resolution by providing written notice to the other party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

If the parties cannot resolve the dispute through negotiation, either party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the services and shall negotiate in good faith. No written or verbal representation made by either party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party's admission. If the representatives are unable to resolve the dispute within 15 business days, either party may pursue its respective legal and equitable remedies. A party's failure to abide by the foregoing dispute resolution procedures prior to that party's filing of a lawsuit shall result in the dismissal of said lawsuit until the party has abided by the foregoing dispute resolution procedures. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be

brought in the county where the C BELOW office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

24. **COMPENSATION AND PAYMENT TERMS.** Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, C BELOW may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at C BELOW's option. Client shall pay all costs incurred by C BELOW in collecting any delinquent amount, including staff time, court costs and attorney fees. Failure to make payment within sixty (60) days of invoice shall constitute a release of C BELOW from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, C BELOW's current fee schedule shall apply unless otherwise negotiated in advance.

25. **TERMINATION.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, C BELOW will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. C BELOW shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to C BELOW and are expressly agreed to in a writing signed by C BELOW.

1385 Old Temescal Rd., Suite 100
Corona, CA 92881
1-888-90-BELOW
Fax: (909) 606-6555

UTILITY LOCATING

Utility locating is an imperative first step prior to geotechnical excavation during pre-construction. Damaged lines are not only expensive to repair but can be extremely dangerous. Starting your project with the knowledge of the types and locations of underground utilities on the job site is an important and cost-effective way to ensure a safe and successful project.

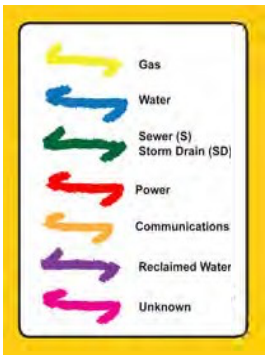
C Below has the ability to locate horizontal and vertical locations for all underground utilities including water, gas, power, waste, communications and cable/TV.

Our technicians will mark all indications directly on the surface of all surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices.

Once lines have been found, there are several options a technician can use for marking the utility locations. Spray paint is the most common, but flags or whiskers are also utilized in areas that have heavy traffic, or where sprinklers may cause the paint to become unreadable prior to excavation. Computer-aided design or CAD drawings of our findings can also be provided upon request.

Our utility locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas need to be provided by the client. Should the area to be scanned not be accessible from the ground, the client will provide the means (man lift, scaffold, etc.) for our technician to properly perform their work.

For utility locating we locate all underground utilities using a standard electromagnetic utility locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a “tracer wire”, all sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.



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GROUND PENETRATING RADAR (GPR)

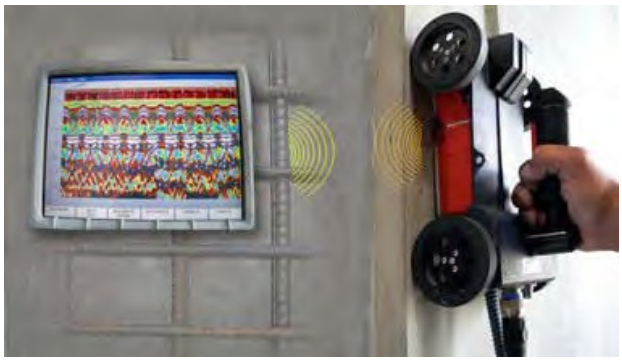
C Below uses GPR for locating reinforcing steel, prestressing strand, conduit and other indications in concrete and masonry structures. We use this method because it is one of the safest, fastest and most accurate methods currently available. With the ability to penetrate up to 18 inches of concrete, our technicians can map all indications directly on the scanning surface prior to coring, cutting or drilling. The survey results can also be saved and printed in 3-Dimensional detail providing a subsurface map for our client.

With such a large penetration range, GPR can be used with access to only one side of the scanning area with no need to place film on the opposite surface (as is needed with other methods). Our technicians determine the thickness of concrete and masonry structures to determine the spacing and depth of indications. In certain cases, the size of the indication can be estimated.

As these indications are found, they are displayed to the technician in real-time. They are displayed on the GPR monitor when changes in the conductivity of the scanned area represent locations of rebar, conduit, pipe, voids, and other objects located beneath the surface. Once located, the indication is marked in accordance with the APWA Uniform Color Code.

GPR is incredibly versatile and offers ease of use on job sites. It emits about 1% the power of a cell phone signal to perform its functions. Other methods require a safety perimeter around work areas. We prefer to use GPR because we are able to work in occupied sites and buildings where temporary evacuation is not an option. The equipment is very portable and can be moved to location quickly, making scanning of multiple areas a fast, efficient and manageable process. The practicality of this service supersedes traditional methods of utility locating, but it can also be used in conjunction with them.

With the ability to locate nonmetallic utilities up to 12 feet deep, you can be sure most lines will be identified.



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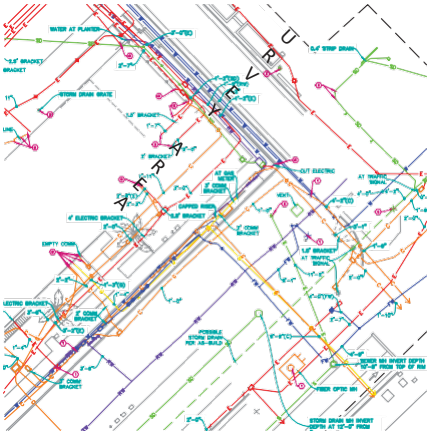
Fax: (909) 606-6555

UNDERGROUND MAPPING

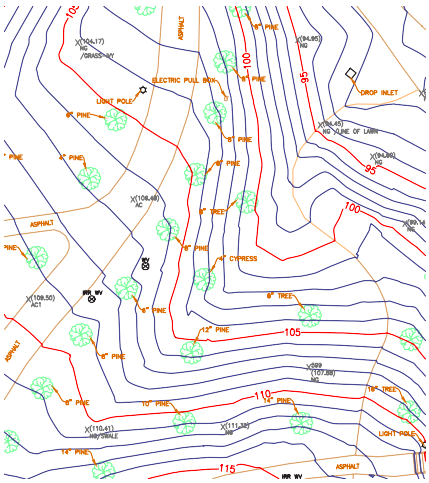
C Below will provide our client with electronic and/or printed documentation of our utility investigation when mapping is added to our locating scope of work. Utility locations will be plotted in a client provided site drawing with clear, easy to read detail. Each utility is labeled and color coded in accordance with the indications marked in the field. We prepare CAD drawings to ensure the industry's most accurate drawings. The details of these drawings are based upon client specifications. Some of these options include depth, pipe diameter and materials, connection points, and all unknown utilities.



In addition to 36" x 24" prints, our drawings can also be saved in PDF format for simple distribution and viewing. Our detailed drawings can be used to provide designers and contractors with an overview of what to expect when performing site work. All mapping is done under the supervision of a licensed civil engineer.

ADDITIONAL SURVEYING SERVICES

In addition to mapping our utility location markings, we offer a full range of surveying services.



ADA

BOUNDARY

A.L.T.A./N.S.P.S

TOPOGRAPHIC

CROSS-SECTIONS

ENCUMBRANCE MAPS

ORTHO AERIAL PHOTOS

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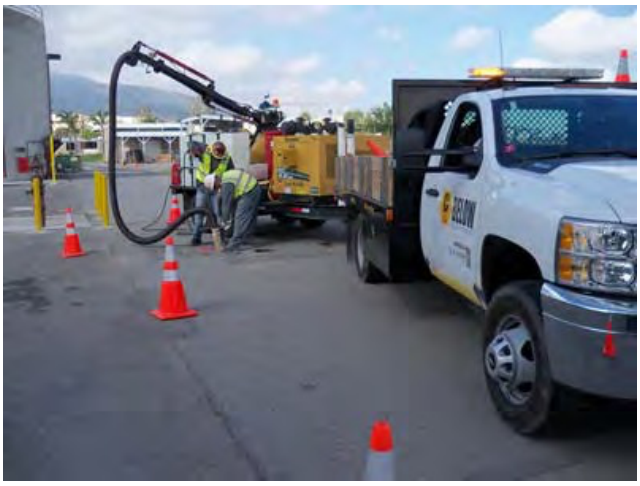
POTHOLING

Potholing is also known as vacuum excavation and is used for the purpose of identifying the axis of an underground utility. When the utility is revealed, the type of material and utility size are documented. The data collected during these excavations are beneficial in all phases of construction. Based upon the soils conditions or scope, C Below will choose to use air or water to create the pothole. Potholes made to expose facilities encased in concrete, will stop at the encasement. The top of the encasement will then be recorded as the top of the facility.

After documenting our findings, each pothole will be backfilled, compacted, and a perm-a-patch or hot patch will be provided depending upon client specifications.

A potholing report complete with photographs are provided at the conclusion of the job documenting the location, utility found, depth to top of pipe, utility size, material and the soil conditions. If no utility is found within the predetermined depth of the pothole, it will be considered a dry hole. Additional holes may be necessary to provide a positive location of the utility.

C Below technicians performing potholing



Potholing equipment

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CCTV PIPE INSPECTION AND CRAWLER CAM

C Below provides video pipe inspection that will give vital information to help properly maintain utility and pipe facilities. We perform this service on sanitary sewer and storm drain lines specifically identified by the client or client's representative. CCTV pipe inspection includes trained personnel and the use of a push camera and/or crawler camera depending on the size of the line.

During this inspection, videos are recorded in full color MP4 files that can be viewed easily on all computers. Captions can be added to the video to help identify the technician findings. Our push cameras can video lines as small as 3" in diameter while our crawler cameras can do pipes upwards of 72". The video technology offers high quality assessment of all piping, including joints. We offer quick results with the ability to transfer video feed via USB and Bluetooth technology.

Standard details recorded during the inspection include: obstructions or blockages, root intrusion, structural damage, pipe offsets and flow conditions. Problem areas found will be identified on the surface for easy identification.

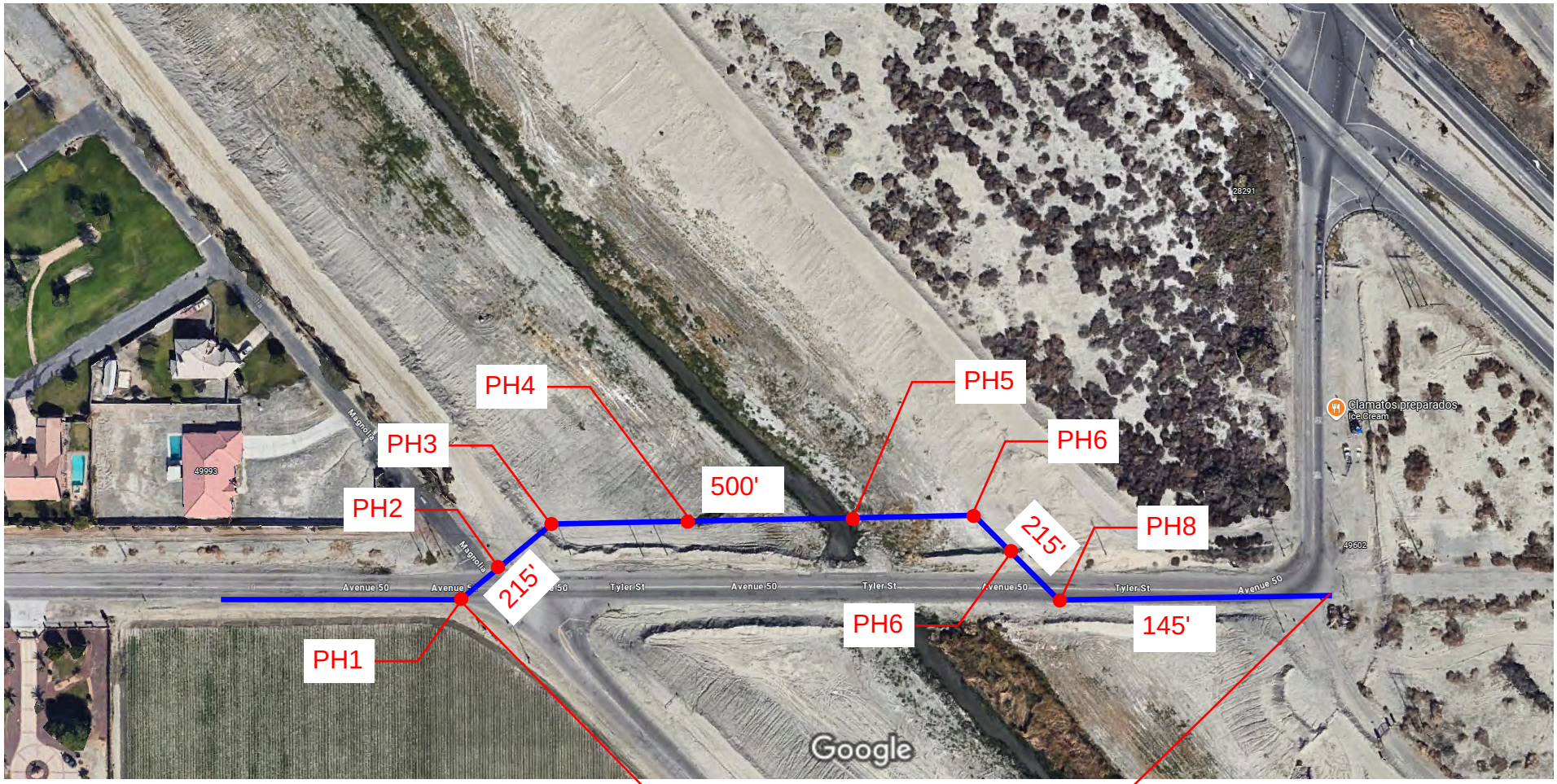
In the event that any blockage is found, we are able to provide water jetting to clear the obstructions. Sanitary Sewer and Storm Drain lines may contain debris and blockages that limit the ability to perform CCTV Pipe Inspection. C Below can arrange for an outside contractor to jet all lines prior to CCTV pipe inspection to ensure the full length of the pipe can be filmed.

CCTV Crawler Cam

Intact and damaged storm drains as recorded by our CCTV

Item 12.

Google Maps



Imagery ©2024 Google, Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

Line-Tracing 1,070 FT.
8 Pothole Locations

LIne-Tracing Limits

C BELOW SUBSURFACE IMAGING
An RMA Company

Estimate

Job No.	08-242097-P
Quote No.	00056678
Date:	12-17-2024
Expires on:	03-17-2025
Payment Terms:	NET 30
Prevailing Wage	Yes

Please review all pages in this agreement on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement. By signing below, you hereby authorize C Below to proceed with services outlined in its proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by C Below's General Conditions which are incorporated herein. This authorization to proceed constitutes an agreement between you and C Below and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Signature: Effective Date:

Name (Print):

Title:

Client Billing Information

Bill to Name

Attention

Address

City

State

Zip

Email

C Below Signature: Effective Date:

C Below Name (Print): Ashley Salvino Title: Regional Vice President

Please sign and email to Robert Foster at robertf@cbelow.com.

After C Below receives this signed agreement, **Dispatch** will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS.

MSA CONSULTING, INC.
Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

CURRENT HOURLY BILLING RATES
APRIL 1, 2024

Engineering Services

Principal Engineer	$255
Director of Design Services	$240
Director of Production Services	$225
Senior Project Manager	$225
Project Manager	$215
Senior Project Engineer	$195
Senior Designer	$180
Project Engineer	$170
CADD Designer	$155
CADD Technician	$145

Survey Services

Director of Survey and Mapping	$225
Survey Manager	$205
Survey Project Manager	$205
Senior Surveyor	$190
Chief of Parties	$185
Survey Technician II	$170
Survey Technician I	$145
One-Man Survey Crew (Field)	$185
One-Man Survey Crew (Prevailing Wage)	$205
Two-Man Survey Crew (Field)	$295
Two-Man Survey Crew (Prevailing Wage)	$325
Three-Man Survey Crew (Field)	$380
Three-Man Survey Crew (Prevailing Wage)	$415

Utility Coordination Services

Utility Manager	$185
Utility Coordinator	$170

Drone Services

UAV Pilot – Photography	$250
UAV Pilot – Survey Mapping	$400

Landscape Architecture Services

Studio Director – Landscape	$225
Senior Landscape Architect	$195
Senior Project Manager – Landscape	$185
Senior Project Designer – Landscape	$180
Project Architect – Landscape	$170
Project Manager – Landscape	$175
Project Designer – Landscape	$160
Associate Project Manager – Landscape	$155
Associate Project Designer – Landscape	$150
CADD Designer – Landscape	$140

Planning Services

Director of Planning	$245
Senior Planner / Designer	$175
Senior Planner / Project Manager	$170
Planner / Project Manager	$160
CADD Technician	$145
Assistant Planner	$135

Environmental Services

Director of Environmental Services	$215
Senior Environmental Planner / GIS	$175
Environmental Planner II	$145
Environmental Planner I	$135

Administrative Services

Project Administrator	$120
Administrative Assistant	$115

The above rates include all labor, materials, and incidental expenses such as vehicle mileage, postage, toll calls, and survey materials. Not included are reproduction costs, title company charges, special mailing charges, application, filing or permit fees or survey monuments.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 13, 2025 to June 30, 2025

EXHIBIT "C"
COMPENSATION

City agrees to compensate Consultant for such services as follows, including MSA 15% administrative mark-up on the subconsultant's fee. Does not include reimbursable expenses.

Task/Description	Fee
Survey and Utility Services	
1.1. MSA Utility Research, Coordination and Supervision for Potholing	$4,500
1.2. Private Utility Potholing	$21,850
1.3. MSA Survey Pothole Results	$4,000
Total – All Tasks	**$30,350**

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to the Children's Discovery Museum of the Desert (CDMOD) in the Amount of $1,000 to Support Enrichment Activities for Children

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STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to the Children's Discovery Museum of the Desert (CDMOD in the amount of $1,000 to support enrichment activities for children.

BACKGROUND:

Since 1990, the Children's Discovery Museum of the Desert has been a valuable community resource for children and families to experience the joy of learning about themselves and the world around them. The museum inspires personal growth by engaging curiosity and creativity through hands-on explorations of exhibits and programs.

- **Learning**
  Nurturing thoughtful, hands-on learning in a creative and engaging environment that celebrates learning as an innately joyful activity.
- **Family**
  A place where multigenerational family members can grow their relationships through comfortably exploring, sharing and learning together.
- **Community**
  A community resource and a welcoming place where people of all ages and backgrounds can come together to share experiences while learning about themselves and our world.

DISCUSSION/ANALYSIS:

The funds requested will go directly towards developing and executing educational exhibits, interactive activities, special events, outreach program, all designed to provide engaging and enriching experiences for young children. CDMOD's hands-on activities encourage curiosity and creativity through play for children ages 0-8 years old. Since CDMOD's reopening in May 2024,

Coachella Valley Unified School District has provided field trips for Coachella students to participate in their programs. Additionally, 10% of CDMOD's memberships are made up of Coachella residents.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of $1,000

2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by $1,000.

ATTACHMENT(S):

CBG Application Packet

CITY OF COACHELLA, CA
COMMUNITY BASED GRANT PROGRAM
APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. **Application Funding Cycle:** **Date:** 01/27/2025

   July 1, 20 24 **- June 30, 20** 25

2. **Total Amount Requested:** $ 1,000

   If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. **Proposed Program/Service of Funding Request:**
   Program Supplies for Community engagement

4. **Agency/Organization:**
   Children's Discovery Museum of the Desert

5. **Mailing Address:**
   71-701 Gerald Ford Drive
   City: RM **Zip:** 92270

6. **Telephone:** (760) 321-0602

   Fax:

7. **Official Contact Person:**
   Name: Lorena Gomez

   Title: Director of Development

   Telephone: (760) 321-0602

   Fax:

   E-mail: lorena@cdmod.org

8. **Does this organization have a non-profit status with the Internal Revenue Service (IRS)?** ☐
Yes ☑ **No** ☐ **(Attach documentation)**

9. **How long has this organization been in existence?**
The Children's Discovery Museum of the Desert was founded in 1986

10. **Has the organization previously received funding from the City of Coachella?**
☐ **Yes** ☑ **No**
If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

11. **Is this request for a** ☐ **New or** ☑ **Existing program/service within the City?**

12. **What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?**
July 2024-June 2025

13. **Describe briefly how the requested funds will be used.**
Funds requested will be primarily allocated towards developing and executing educational exhibits, interactive activities, special events, outreach program, all designed to provide engaging and enriching experiences for young children.

14. **Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.**
The Children's Discovery Museum of the Desert is always looking for ways to acquire additional funding sources. Funding is pending from Albertsons, Costco, and Morongo Band of Mission Indians

15. **If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?**
85% of our revenue comes from earned income (admissions, memberships, rentals, and programs). The remainder is generated through fundraising events, grants, and private donations

16. **How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.**
Since our reopening in May 2024, CUVSD provided field trips to students from Coachella to participate in our programs. In addition, 10% of our memberships are Coachella residents.

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
CDMoD is interactive, hand-on, community-focused, welcoming, and educational for ages 0-8. Our programs are for all genders, income levels, and ethnicity's to encourage curiosity and creativity through play

18. **Attach a proposed budget for requested funds.**

Authorized Official: Lorena Gomez **Title:** Director of Development

Signature: Lorena Gomez **Date:** 1/29/25

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 024816
Sep. 24, 2013 LTR 4168C
33-0233725 000000 00
00014479
BODC: TE

Item 13.

CHILDRENS MUSEUM OF THE DESERT
71 701 GERALD FORD DR
RANCHO MIRAGE CA 92270

126856

Employer Identification Number: 33-0233725
Person to Contact: Mr Bayer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Sep. 13, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

02481647
Sep. 24, 2013 LTR 4168C 0
33-0233725 000000 00
00014480

CHILDRENS MUSEUM OF THE DESERT
71 701 GERALD FORD DR
RANCHO MIRAGE CA 92270

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee

Richard McKee, Department Manager
Accounts Management Operations

FIDELITY Charitable℠

P.O. Box 770001
Cincinnati, OH 45277-0053

SP 01 020410 45772 H 29 ASNGLP
BRBNFTBBBGTQP
CHILDRENS MUSEUM OF THE DESERT
71701 GERALD FORD DR
RANCHO MIRAGE, CA 92270-1934

020410 1/1

December 02, 2024

Greetings:

We are delighted to provide you with the attached check for **$500.00**. This Fidelity Charitable Donor-Advised Fund ℠ grant was made at the recommendation of the Murphy-Jackson Family Giving Fund, a donor-advised fund. [1]

This grant is made by Fidelity Charitable. Fidelity Charitable's donor recommends the grant be used for the following purpose (which does not constitute a restriction): **Membership. *The donor has certified that the entire cost of this Membership is 100% tax deductible..** This grant is to be used exclusively for charitable purposes, and is not made for the purpose of influencing legislation. This grant is also subject to the "Grant Terms" on the next page. If you are unable or unwilling to meet these grant conditions, you must return these funds to Fidelity Charitable.

Should you choose to send a thank-you letter, the donor has requested it be sent to the following address. You should not, however, issue a tax acknowledgement to either the recommending donor(s) or to Fidelity Charitable.

Dustin and Maryellen Jackson, 3724 Lewis Ave, Long Beach, CA 90807

[1] Fidelity Charitable is an independent public charity that sponsors a donor-advised fund program. In a donor-advised fund, Donors make irrevocable charitable contributions to Fidelity Charitable, and have the privilege of recommending grants to qualified public charities.

DCC _CEBRBNFTBBBGTQP_BBBBB 20241202 5700 P OP=DCCK

DCC _CEBRBNFTBBBGTQP_BBBBB 20241202 PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

FIDELITY Charitable℠
Make more of a difference

P.O. Box 770001
Cincinnati, OH 45277-0053
800-952-4438

PAYABLE AT: THE BANK OF NEW YORK MELLON
EVERETT, MA 02149
53-292/113

15071700
December 02, 2024

PAY TO THE ORDER OF CHILDRENS MUSEUM OF THE DESERT **$500.00**

**********Five Hundred & 0/100 DOLLARS

VOID AFTER 60 DAYS

Security Features Included. Details on back.

DRAW CAPTURE, ANTI-FRAUD PROTECTION

⑈15071700⑈ ⑆011302920⑆ ⑈004936⑈

BIGHORN

BOARD OF DIRECTORS

John Beury
Edward Burger
Carl Cardinalli
Claire Gagan
Sarah Gagan
Joan Dale Hubbard
Joe Kirby

December 20, 2024

Children's Discovery Museum of the Desert
71-701 Gerald Ford Drive
Rancho Mirage CA 92270

Dear Children's Discovery Museum of the Desert,

Congratulations! I am pleased to inform you that your 2024 BIGHORN Cares grant application has been approved in the amount of $15,000.
BIGHORN Golf Club Charities received over 200 requests from local nonprofit organizations, requested nearly $4 million. With so many outstanding grant requests, BIGHORN Golf Club Charities selected 57 extremely worthwhile, innovative programs awarding $700,000.

We request the pleasure of your company and one guest at our BIGHORN Cares Awards, celebrating all of the amazing recipients at 6 p.m. on Wednesday, January 22, 2025 at BIGHORN Golf Club, 255 Palowet Drive, Palm Desert, CA 92260. Please RSVP no later than January 20th to Jackie Lopez at jlopez@bighorngolf.com. Business attire recommended.

We request that your organization please send a tax receipt to BIGHORN Golf Club Charities, 255 Palowet Drive, Palm Desert, CA 92260 -Attention Kelly Levy.

We look forward to updates on your progress and successes during the upcoming year. We are confident that your organization will astound us with the differences you are able to make every day. If you have any questions, please feel free to contact me directly.

Thank you for applying and for all the good work that you do for the entire Coachella Valley. See you in January!

Warmest regards,

Kelly Levy

Kelly Levy
Charities Director
(760) 610-8218
klevy@bighorngolf.com

The Children's Discovery Museum of the Desert
July 2024 through June 2025 Budget

REVENUES	
Admissions	$967,898.00
Membership	$184,324.00
Rental	$39,715.00
Gift Shop Sales	$53,231.00
Celebration	$23,418.00
Camps	$116,113.00
Field Trips	$72,000.00
Donations and Gifts	$450,000.00
TOTAL REVENUES	**$1,906,699.00**
EXPENSES	
Payroll Expenses	$1,020,000.00
Program Expense	$62,880.00
Maintenance and Repairs	$93,352.00
Utilities	$98,684.00
Auto	$6,503.00
Bank Charges	$35,718.00
Contracted Services	$20,912.00
Insurance	$11,264.00
Marketin & PR	$24,505.00
Copier Lease	$6,906.00
Office Supplies	$6,900.00
Professional Development	$11,866.00
General & Administrative	$105,246.61
Fundriasing Expense	$4,890.00
TOTAL EXPENSES	**$1,509,626.61**

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Approve Sponsorship Request by Culturas Music and Arts for their Annual Women Rising Rebozo Festival in the Amount of $5,000

STAFF RECOMMENDATION:

Staff recommends that the City Council considers awarding a sponsorship grant to Culturas Music and Arts in the amount of $5,000 to support their annual Women Rising Rebozo Festival event on March 8, 2025.

BACKGROUND:

Women Rising Rebozo Festival is a festival organized by Culturas Music and Arts that celebrates International Women's Month. Past partnership has included the Alliance of California Traditional Arts, the City of Coachella and other generous event sponsors. The event highlights Mexico's iconic traditional garment, the rebozo (shawl). The Rebozo is handwoven from cotton, wool, silk, and rayon, boasting various lengths, patterns, and fringe. It is a symbol of feminine strength, resilience and resistance. The festival itself is about empowering women, celebrating local women, entrepreneurs, artists and their accomplishments. The event recognizes women who go unnoticed—working women; those who volunteer their time for the greater good and other notable community champions.

DISCUSSION/ANALYSIS:

Aside from showcasing rebozos from various Mexican regions, the event will also feature a lunch buffet, entertainment, fashion show, silent auction, paper flower-making, and other arts and crafts.

[Continued on following page]

Anticipated Budget Costs:

Danza Azteca Citlatonac	$500
Fashion Show Items	$500
Mariachi Alma de Coachella	$1,000
Luncheon	$6,000
Audio/Visual	$400
Printed Programs	$600
Event Décor (Flowers, Table Cards, Signage)	$1,800
Awards	$700
Total	$11,500

ALTERNATIVES:

1. Award sponsorship in the amount of $5,000

2. Do not award sponsorship

FISCAL IMPACT

Should the City Council approve the request as submitted, an appropriation of $5,000 from the General Fund will be required to allow for sponsorship award.

ATTACHMENTS:

Draft Event Flyer

CULTURAS MUSIC - ARTS & WOMEN RISING PRESENT...

FESTIVAL DEL REBOZO

CELEBRATING INTERNATIONAL WOMEN'S MONTH

Join us at the Festival del Rebozo (Rebozo Festival) an enchanting celebration of Mexico's iconic traditional garment. This versatile shawl cherished by indigenous women is handwoven from cotton, wool, silk, and rayon. It boasts diverse lengths, patterns, and fringe. Immerse yourself in the cultural tapestry as we showcase rebozos from various Mexican regions. Tapanos con tu Rebozo!

$50 GENERAL ADMISSION

Doors Open @ 10AM

Ticket includes: A Delicious Lunch Buffet, Entertainment, Our Tiendita, Fashion Show, Silent Auction, Paper Flower Making & More!

NOW ACCEPTING DONATIONS & SPONSORSHIPS

For more information on how to get involved, contact Yaya:
culturascoachellavalley@gmail.com
(760) 984 - 2365

WOMEN RISING

Scan to Register!

SPONSOR RECOGNITION

[to be determined]

Culturas MUSIC+ARTS

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize the City of Coachella to Sponsor The Mobius Conference in the Amount of $3,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing the City of Coachella to sponsor The Mobius Conference in the Amount of $3,000.

BACKGROUND:

Mobius is a nonprofit organization based in the Coachella Valley dedicated to engaging, connecting, and sharing evolving topics in art, politics, and culture. The Mobius Conference brings together a select group of talented leaders, educators, students, and activists who are working to positively affect the collective community.

DISCUSSION/ANALYSIS:

Mobius is requesting sponsorship to help offset the expense of a two-day conference in the City of Coachella. The conference will be held April 16-17, 2025, at the Coachella Library. The event will be filled with dynamic guest speakers, which in the past has included Dolores Huerta, Fiona Ma, Emilio Rivera, and many other writers, artists, and educators. Local sponsors and partners include the office of the Riverside County Board of Supervisors, the Coachella Valley Unified School District, and many more. Over 1,000 students are expected to attend programs directed toward career development, media diversity, civic engagement, and AI technology.

ALTERNATIVES:

1. Authorize the City of Coachella to sponsor The Mobius Conference in the Amount of $3,000

2. Not authorize the sponsorship request

FISCAL IMPACT:

Funding for this sponsorship will be through the General Fund.

ATTACHMENT(S):

Conference Flyer

THE MOBIUS EXPERIENCE

ACTIVATING THE COACHELLA VALLEY

APRIL 16-17, 2025

MOBIUS

APRIL 16-17, 2025

ACTIVATING THE COACHELLA VALLEY

The Mobius Conference brings in a diverse group of thought leaders from throughout the country to discuss and advance relevant topics. It serves as a catalyst for inclusion, meaningful collaboration, and the promotion of diverse perspectives, inspiring innovative and sustainable solutions.

STUDENTS, ARTISTS, POLICYMAKERS, ACTIVISTS & MEDIA

MULTI-FORMATTED PROGRAMMING

LUMINARIES TACKLING PACESETTING THEMES

MENTORSHIP & SKILL DEVELOPMENT

COACHELLA VALLEY

APRIL 2025 — COACHELLA WK 1 — MOBIUS 2025 — COACHELLA WK 2

Key topics for Mobius 2025:

SCIENCE · EXPLORATION · PERFORMANCE · TECHNOLOGY · DESTINY

PREVIOUS MOBIUS SPEAKERS

BARATUNDE THURSTON
Executive Producer. Host. Writer.

FIONA MA, CPA
California State Treasurer

FRANCIS KÉRÉ
Architect.

DOLORES HUERTA
Labor leader. Civil rights activist.

EMILIO RIVERA
Film and television actor.

NURJAHAN BOULDEN
Dancer. Writer.

DR. ZACH BUSH
Physician. Scientist.

WWW.THEMO[illegible]ERENCE.COM

MOBIUS

ACTIVATING THE COACHELLA VALLEY

WEDNESDAY, APRIL 16, 2025
8 - 9 AM

YOUTH LEADERSHIP & STEM

FOR TRAILBLAZERS WHO WANT TO REACH THE STARS!

JOIN US FOR A STELLAR CONVERGENCE FOR LOCAL STUDENTS FOSTERING GROWTH, COLLABORATION, AND NEW POSSIBILITIES.

SPECIAL GUESTS, PANEL & DISCUSSIONS

IN PARTNERSHIP WITH:

FOR MORE INFORMATION PLEASE EM ERTA@THEMOBIUSCONFERENCE.COM
WWW.THEMO ERENCE.COM

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: Amendment No.1 to Task Order for Well #16 under a Professional Services Agreement with Dudek for Pump Testing Well #16 in an amount not to exceed $45,920.00.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No.1 to Task Order for Well #16 under a Professional Services Agreement with Dudek for Pump Testing Well #16 in an amount not to exceed $45,920.00

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 prepare technical specifications and a bid package for the rehabilitation of Well #16. Since then staff has been working with 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.

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. Draft Amendment No. 1
2. L.O. LYNCH Test Pump Estimate

AMENDMENT TO TASK ORDER TO PREPARE BID DOCUMENT PACKAGE FOR THE REHABILITATION OF WELL #16

AMENDMENT NO. 1 – Pump testing by subcontractor L.O. LYNCH Quality Wells and Pumps, Inc.

CONSULTANT: **Dudek**
78-075 Main Street, Suite G203
La Quinta, CA 92253

AMENDMENT NO. 1

****

Pursuant to the terms of the original Contract Agreement, you are hereby directed to make the herein described changes or do the following described work not included in the plans and specifications for this Contract. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the Contract.

****

DESCRIPTION OF CHANGE

Proposed pump testing to verify production potential. Determine water level response and current sustainable production. Lynch to install test pump capable of 1,800 GPM. Dudek to install recording water level transducers to verify water level response to pumping/recovery. Perform step test at 3-4 flow rates to determine flow rate for constant rate test. Perform constant rate test at flow rate based on results of step test. Dudek to provide an analysis and memo with results.

****

Current Contract Amount	**$68,982.00**
Proposed Amendment No.1	$45,920.00
Revised Contract Total	**$114,902.00**

****

Submitted By: _____ **Date:** _____
Cástulo Estrada-Real, Utilities Director

Approved By: _____ **Date:** _____
Bill Pattison, City Manager

We, the undersigned Consultant, ***have given careful consideration to the change proposed and hereby agree,*** *if this proposal is approved, that we will provide all equipment, furnish all materials, perform all labor, except as may be noted above, and perform all services necessary to complete the above specified work, and hereby accept as full payment the amount shown above.*

Accepted By: _____ **Title:** _____

Consultant: _____ **Date:** _____

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 #
12/23/2024	21618

Customer Phone	Customer Fax

Ship To

Name / Address

City of Coachella
Castula 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 PERFORMING A PUMP TEST ON WELL 16			0.00	0.00
MOBILIZATION	MOB/DEMOB FEE	1	ea	7,500.00	7,500.00
LPS200	STEP 1 - INSTALL TEST PUMP LABOR-PUMP SERVICE (LARGE PUMP EQUIPMENT)	1	hr	9,520.00	9,520.00
DISCHARGE C...	STEP 2 - INSTALL DISCHARGE PIPING TO DISCHARGE POINT DISCHARGE CONVEYANCE RENTAL / INSTALL	1	ea	7,500.00	7,500.00
LPS200	STEP 3 - PERFORM TESTING LABOR-PUMP SERVICE (LARGE PUMP EQUIPMENT)	1	hr	11,880.00	11,880.00
LPS200	STEP 4 - PULL TEST PUMP LABOR-PUMP SERVICE (LARGE PUMP EQUIPMENT)	1	hr	9,520.00	9,520.00
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 $45,920.00

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 and expenses incurred in the action or proceeding by the prevailing party.

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: Water Lateral Replacement Cost Share for Rancho Mariposa – Tract 30831 in the Amount of $40,000.00

STAFF RECOMMENDATION:

Authorize the cost share payment of $40,000.00 for the replacement of twenty (20) water laterals for Rancho Mariposa – Tract 30831

BACKGROUND:

City staff completed and administrative review of Architectural Review No. 23 – 11 at the end of 2023. As part of this review, the Utilities Department provided conditions of approval, which included direction to submit water, and sewer improvement plans to ensure construction of the proposed project adhered to updated City Standards and Specifications.

DISCUSSION/ANALYSIS:

The Rancho Mariposa Tract 30831 project started around 2004 and remained unfinished due to the housing crash. Twenty (20) lots remained unfinished and construction fronting these lots such as the roads, water infrastructure, and other items remained incomplete. The original project installed plastic water service lines, which the City no longer approves due to its high failure rate, which causes leaks and interrupts service when repairs are required.

The City conditioned the project to replace the plastic services with copper tubing, which is now the standard practice of the City to install, and is a material that is used by neighboring water agencies.

The project applicant expressed concerns to the City about the cost associated with replacing these service lines, and the City expressed concerns about leaving them in place and provided examples of past experiences where the existing plastic service lines have remained in place and caused significant issues soon after projects are complete that result in tearing our sections of new roads as was the case at Vista Escondida.

The project applicant proposed cost sharing. City staff requested a cost estimate to replace the twenty (20) laterals to consider. The cost to replace the laterals came in at $4,000 per connection, which results in a total cost of $80,000.00

FISCAL IMPACT:

A request to appropriate $40,000.00 from the reserve balance in the Water Utility Fund and placed in the budget line item for Repair and Maintenance Services (Operations).

ATTACHMENTS:

1. Invoice for Cost Share

KL Ventures, Inc.

INVOICE

PO Box 9559
Alta Loma, CA 91701

INVOICE # 48673
DATE: 12/9/2024

Bill To:
City of Coachella – Public Utilities Department
53990 Enterprise Way
Coachella, CA 92236

For:
Water Lateral Replacement
Rancho Mariposa – Tract 30831 – 20 SFR

DESCRIPTION	AMOUNT
Rancho Mariposa - Replace Water Laterals for 20 SFR in Rancho Mariposa Tract - Sawcut Asphalt, Install 1” new copper service	$40,000
Total	$40,000

Make all checks payable to **KL Ventures, Inc.**
If you have any questions concerning this invoice, contact 951-231-7206

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: Accept an offer for a Temporary Construction Easement on real property owned by the City of Coachella (APN 603-220-051) in an amount of $1,000 for the Arts and Music Line, Project ST-140

STAFF RECOMMENDATION:

- Accept a just compensation of $1,000 for a Temporary Construction Easement (TCE) on real property owned by the City of Coachella (APN 603-220-051); and
- Authorize the City Manager and the City Engineer to sign a Right-of-Way (R/W) Contract as needed for the execution of the TCE for the Arts and Music Line, City Project ST-140.

EXECUTIVE SUMMARY:

The Coachella Valley Association of Governments (CVAG) is the lead agency for the proposed Avenue 48 Arts and Music Line (Arts and Music Line Project) improvements and has contracted with Webb and Associates to design the project.

The proposed Arts and Music Line Project will be a community connector to the CV Link located primarily along Avenue 48. On October 20th, 2022, the California Transportation Commission (CTC) staff announced that CVAG was recommended for a 36.483 million dollar grant for the Arts and Music line.

BACKGROUND:

The Arts and Music Line is a pedestrian and bicycle community connector to the CV Link and located primarily along Avenue 48. The eastern end will extend along Dillon Road to the Spotlight 29 Casino. The western end will extend to Washington Street.

The project's design will incorporate both light and sound elements, plus. The project also includes partnerships with two school districts and Golden Voice, as the route provides an opportunity to feature students' art and music.

The Temporary Construction Easement is determined to have a just compensation of $1,000 for construction crews to enter into Las Flores Park (APN 603-220-051) along the frontage of the property to complete the construction of the Arts and Music Line Project. Exhibits depicting the

easement area, a valuation, and the Right-of-Way contract are attached hereto in the Final Offer Package.

FISCAL IMPACT:

No Fiscal Impact to FY 24/25 budget.

ATTACHMENTS:

1. Temporary Construction Easement (APN: 603-220-051) Offer Package

Federal Project #: ATPL 6164(026) PPNO 1290A

RECEIPT OF OFFER PACKAGE

Arts and Music Line Street Improvement Project
No Situs
Coachella, CA 92236
APN: 603-220-051

1. Property Owner: City of Coachella, a Municipal Corporation

2. Property Address: No Situs, Coachella, CA 92236

This is to acknowledge receipt of the offer package containing the following items:

- Written Offer Letter Dated October 28, 2024
- Waiver Valuation prepared by Monument
- Right of Way Contract
- Temporary Construction Easement Deed
- Exhibit Map for the Interest to be acquired
- Preliminary Title Report
- Acquisition Brochure
- Title VI Package
- W-9 Request for Taxpayer ID

_____ _____
By: Date
Its:

_____ _____
By: Date
Its:

Federal Project #: ATPL 6164(026) PPNO 1290A

October 28, 2024

City of Coachella, a Municipal Corporation
1515 6th Street
Coachella, CA 92236-1757

Re: Offer to Acquire Property Rights
Arts and Music Line Street Improvement Project
No Situs, Coachella, CA 92236
Assessor Parcel No. 603-220-051

Dear City of Coachella:

The Coachella Valley Association of Governments (CVAG) (herein called "CVAG") is proceeding with the Arts and Music Line Active Transportation Project (the "Project"). CVAG worked with the cities of Coachella, Indio, La Quinta, and Riverside County to develop the 9-mile bike path. The Arts & Music Line Street Improvement Project is a community connector to the Coachella Valley Link located primarily along Avenue 48 between Washington Street and Dillon Road. The east end will extend along Dillon Road from Avenue 48 to the White Water River.

CVAG has determined that the Project will require the acquisition of a certain property interest in the property located at No Situs, Coachella, CA 92236 and identified by the Riverside County Assessor as Assessor Parcel Number 603-220-051 (the "Property"). A review of public records indicates that you are the owner of record of the Property.

CVAG is interested in negotiating the purchase of a 9,087 square foot temporary construction easement (the "Property Interest") in your Property for a term of thirty-six (36) months. The Property Interest is depicted in the enclosed exhibit map. CVAG hereby offers you the amount of **ONE THOUSAND DOLLARS AND NO CENTS ($1,000.00)** for the Property Interest.

CVAG has retained Monument ROW ("Monument") to contact the property owners in order to acquire the necessary rights for the Project and has specifically authorized Monument to make this offer to you.

It is CVAG's policy to acquire privately owned property only when it is essential to do so, and through voluntary purchase if possible. While CVAG has the power of eminent domain, condemnation has not been authorized with respect to the Property Interest.

Federal and California law require that before making an offer to acquire real property or an interest in real property, CVAG must obtain an appraisal/valuation to determine the fair market value of the property interests to be acquired for the Project, establish an amount which it believes to be just compensation for the property interest to be acquired, and make an offer to the owner or owners of record to acquire the property interest in the full amount of the just compensation so established.

CVAG has determined that the amount of just compensation for the Property Interest is the sum of **ONE THOUSAND DOLLARS AND NO CENTS ($1,000.00)**. CVAG's offer is the full amount that CVAG has determined to be the fair market value of the Property Interest. The basis for that determination is explained in the enclosed waiver valuation prepared by Monument dated October 9, 2024.

It is CVAG's hope that this price is agreeable to you and that the acquisition can begin immediately. This offer is, however, conditioned upon CVAG's ratification of the offer by execution of a contract of acquisition in a form and substance approved by Board of Directors of CVAG. This offer is also based on the assumption that the Property Interest is free of contamination and requires no remediation. If contamination is found, this offer will be subject to amendment.

You have the right to obtain your own independent appraisal. Pursuant to California Code of Civil Procedure section 1263.025, you are entitled to be reimbursed for the reasonable cost, up to five thousand dollars ($5,000), for an independent appraisal you obtain. In order to receive any reimbursement, the appraiser you choose must be licensed with the California Bureau of Real Estate Appraisers (formerly the California Office of Real Estate Appraisers) and you must submit your reimbursement request in writing to Monument. With your reimbursement request, you must submit (1) copies of the contract (if a contract was made), (2) the appraisal report, and (3) the invoice for the completed work by the appraiser. Your request must be submitted to Monument within ninety (90) days of the earlier of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal.

If you wish to accept this offer, please sign the enclosed Right of Way Contract, sign and notarize the enclosed deed and call Cami Stigall of Monument at (949) 280-0313 so that delivery of the signed contract and signed and notarized deed can be arranged. If you have any questions or wish to discuss this matter further, please feel free to call Cami Stigall at the number noted above.

Sincerely,
Monument

Cami Stigall
Right of Way Agent
On behalf of CVAG

Enclosures:

Waiver Valuation
Right of Way Contract
TCE Deed
Acquisition Brochure
Title VI Package

monument

200 Spectrum Center, Suite 300, Irvine, CA 92618

info@monumentrow.com | 800 577 0109

monumentrow.com

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WAIVER VALUATION

APN: 603-220-051

Date: October 9, 2024

Owner: City of Coachella

Property Address: No Situs, Coachella, CA 92236

Zoning: Open Spaces Present Use: Recreational Best Use: Current Use

Date of Previous Sale: According to the public records, no deeds conveying the subject property have been recorded within a period of 5 years prior to the date of this report.

Total Lot Size: 25.4 acres / 1,106,424 Sq. Ft. Land Area Affected (SF): 9,087 Sq. Ft. - TCE

Interest Valued: Temporary Construction Easement

Waiver Valuation Total:	***$1,000.00***

PARCEL DESCRIPTION:

The subject property is identified as APN 603-220-051, totaling 1,106,424 square feet/25.4 acres. The property is situated in the City of Coachella, in the County of Riverside, and located on Van Buren Street, between Avenue 48 and Avenue 49. The parcel is zoned Open Spaces (OS). The property is currently being used as a recreational facility (Rancho Las Flores Park and Event Venue).

The Coachella Valley Association of Governments (CVAG) (herein called "CVAG") is proceeding with the Arts and Music Line Active Transportation Project (the "Project"). CVAG worked with the cities of Coachella, Indio, La Quinta, and Riverside County to develop the 9-mile bike path. The Arts & Music Line Street Improvement Project is a community connector to the Coachella Valley Link primarily along Avenue 48 between Washington Street and Dillon Road. The east end will extend along Dillon Road from Avenue 48 to the White Water River. This is a public project which may require the purchase of certain interests in a portion of the real property located at No Situs, Coachella, CA known by APN 603-220-051 for the interactive pedestrian and cycling pathway improvement purposes.

ANALYSIS FINDING:

Using the Comparable Sales appraisal method, recent sales of comparable open space land were compiled. Six comparable properties were identified and analyzed. These sales range from July 2022 to August 2024, and site sizes range from 87,120 square feet to 1,960,200 square feet. The sale prices per square foot range from $0.04 to $0.57. After review of each comparable land sale, it is opined that the fair market bare land value of the subject parcel, as of the date of this analysis, is $0.35 per square foot. Comparables #1 and #6 are applied primary consideration in determining the subject's estimated price per square foot due to location characteristics (located in the city of Coachella). In addition, comparable #1 brackets the subject's site size; Comparable #6 is the most recent sale.

COMPARABLE SALE CHART:

Comp	APN	Property Address	City	Property Type	Sale Date	Lot Size (Sq. Ft.)	Sale Price	Price/SF Land
1	763-150-028	Unavailable	Coachella	OS	7/7/22	1,960,200	$ 320,877	$0.16
2	697-290-006	0 Fargo Canyon	Indio	OS	7/26/22	871,200	$ 40,000	$0.05
3	697-190-007	86315 Brack	Indio	OS	10/17/22	217,800	$ 125,000	$0.57
4	745-402-014	0 Old Aqueduct	Indio	OS	10/16/23	217,800	$ 12,000	$0.06
5	697-290-012	82777 Aqueduct	Indio	OS	2/13/24	204,732	$ 7,500	$0.04
6	697-210-003	Fargo Canyon Rd	Coachella	OS	8/15/24	87,120	$ 45,000	$0.52

IMPROVEMENTS WITHIN THE ACQUISITION AREAS:

TEMPORARY CONSTRUCTION EASEMENT AREA (9,087 Sq. Ft.):
All improvements within the TCE area will be protected in place.

COST CALCULATION DETAILS/ASSUMPTIONS:

The indicated comparable land value of $.35 per Sq. Ft. is utilized as the basis for the valuation of the proposed acquisitions.

Based on our experience, rates of return on land leases range between 9% to 11% of the value of the land per year. Ten percent of the fee value per year is appropriate for the proposed TCE over the subject property. Additionally, the TCE is required for a period of 36 months and is valued as such.

The TCE areas are improved with shrubs, decorative rocks and asphalt as part of the driveway entrance to the venue. All improvements will be protected in place.

CALCULATION: TEMPORARY CONSTRUCTION EASEMENT FOR PARCEL 603-220-051

TCE area base land value (9,087 Sq. Ft. x $.35/Sq. Ft.)	$3,180.45	
10% annual return on land value ($3,180.45 x 10%)	$318.45	
Monthly ground rent on land value ($318.45/ 12 months)	$26.54	
Estimated compensation for TCE for 36 months ($26.54 x 36 MONTHS)		**$955.44**
TOTAL JUST COMPENSATION:		**$955.44**
(ROUNDED)		**$1,000.00**

DAMAGES AND BENEFITS:

There are no severance damages accruing to the remainder as a result of the proposed acquisition, nor any quantified benefits added as a result of the proposed project.

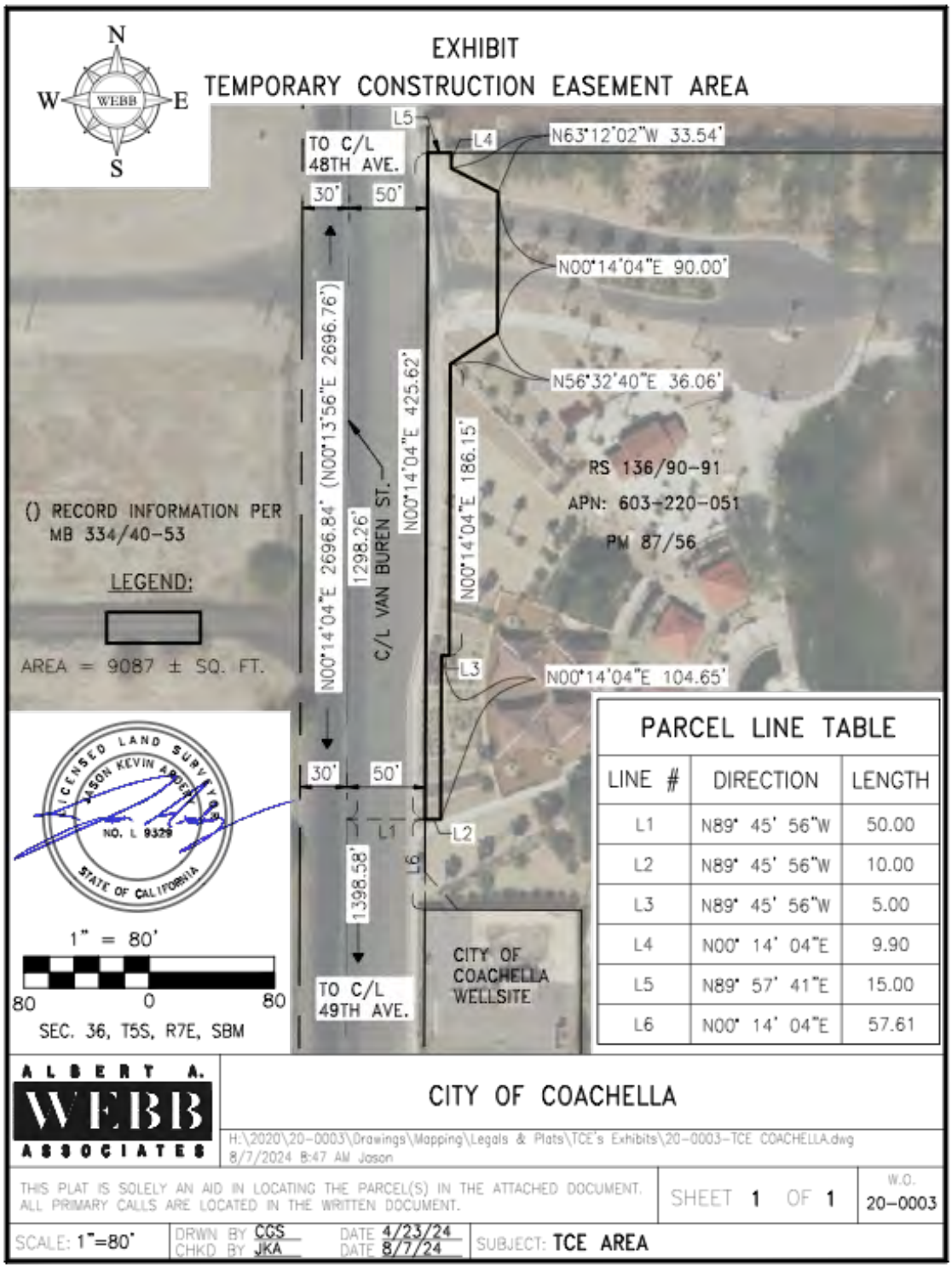
CONSTRUCTION CONTRACT WORK:

There is no construction/contract work to be performed.

Inspected Date: 08/01/24

By: _____
Jennifer Goralski, Project Manager

ROW Exhibit Map
Temporary Construction Easement



SUBJECT PROPERTY PHOTOGRAPHS

SUBJECT PROPERTY PHOTOGRAPHS

ASSESSOR PARCEL MAP

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disclosure.

District	County	Route	P.M. (KP)	E. A.	Fed. Ref.	Name	APN
8	RIV	N/A	N/A	N/A	ATPL 6164(026) PPNO 1290A	City of Coachella	603-220-051

City of Coachella, a Municipal Corporation
Grantor

RIGHT-OF-WAY CONTRACT

City of Coachella, a Municipal Corporation (hereinafter, "Grantor"), owns the real property located at No Situs, Coachella, CA 92236 in the County of Riverside, Assessor Parcel Number 603-220-051 (the "Property"). A portion of the Property is needed for construction of the Arts and Music Line Street Improvement Project, a public project that plans to construct a 9-mile bike path which is a community connector to the Coachella Valley Link located primarily along Avenue 48 between Washington Street and Dillon Road. The east end will extend along Dillon Road from Avenue 48 to the White Water River (the "Project"). A Temporary Construction Easement Deed (Exhibit "1") to the Coachella Valley Association of Governments (CVAG), covering the property interest as depicted in Exhibit "A" attached to Exhibit "1" (collectively, the "Property Interest") has been executed and delivered to, Cami Stigall, Right-of-Way Agent for Monument, agent for CVAG.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve CVAG of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

   (B) CVAG requires said Property Interest described in Exhibit "1" for the Project, a public use for which CVAG has the authority to exercise the power of eminent domain. Grantor is compelled to sell and CVAG is compelled to acquire the Property Interest.

   (C) Both Grantor and CVAG recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interest by eminent domain litigation. The compensation set forth herein for the Property Interest is in compromise and settlement, in lieu of such litigation.

   (D) It is agreed that CVAG may open an escrow in accordance with this Agreement at an escrow company of CVAG's choice ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of CVAG and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow.

2. (A) CVAG shall pay the undersigned Grantor the sum of **ONE THOUSAND DOLLARS and NO CENTS ($1,000.00)** for the Property Interest conveyed by Exhibit "1" when title to said Property Interest vests in CVAG free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes.

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(B) CVAG shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by CVAG, the premium charged, therefore. Due to CVAG's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922). This transaction may be handled through an external escrow with Commonwealth Land Title Company or another selected escrow company.

(C) CVAG shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. FULL AND COMPLETE SETTLEMENT. Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against CVAG, the City of Coachella and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interest, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interest, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interest and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interest, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:

(A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

(B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.

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5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interest. Grantor will defend and indemnify CVAG, its successors and/or assigns if it turns out that a claim is made or legal action is filed against CVAG, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants that it will defend and indemnify CVAG, its successor and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.

7. Grantor represents and warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. Grantor agrees to hold CVAG harmless and reimburse CVAG for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interests in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by Grantor, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of the following improvements, including but not limited to: None.

9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interest will be protected in place: Shrubs, decorative rocks and asphalt as part of the driveway entrance to the venue. It is further understood and agreed to by and between the parties hereto that the following improvements within the Property Interest will be relocated: None.

10. CVAG shall not take actual/physical possession of the Temporary Construction Easement until thirty (30) day advance notice by CVAG or CVAG's contractor is given to Grantor of CVAG's taking actual/physical possession of the TCE. Prior to CVAG's actual/physical possession of the TCE, Grantor agrees to hold harmless, defend and indemnify CVAG its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the TCE by Grantor and/or Grantor's guests, invitees, or any other person. CVAG shall not be deemed to have control of the TCE nor duty to maintain the TCE in a safe condition prior to the time CVAG or CVAG's contractor take actual/physical possession of the TCE.

    Grantor agrees to name CVAG as an additional insured under its current insurance policy. Grantor further agrees to notify CVAG in writing within thirty (30) days of any potential claim relating to the area within the Property Interest prior to CVAG taking actual/physical possession of the Property Interest.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interest by CVAG, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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12. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.

13. It is agreed between the parties hereto that CVAG is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on Property Interest acquired under this transaction. Said assessments include but are not limited to any assessments listed in the title report (Stewart Title Company order number 23000111258) Grantor acknowledges that it has received and reviewed the Preliminary Title Report. The assessments remain the obligation of Grantor. Payment for the Property Interest acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments.

14. The Temporary Construction Easement shall be for a period of thirty-six (36) months, commencing on June 1, 2025 and ending on May 31, 2028 ("TCE Term"). Grantor shall be provided at least thirty (30) days written notice prior to commencement of work within the Temporary Construction Easement area. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris during the TCE Term. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the TCE area that remains after commencement of work within the TCE area may be removed by CVAG and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed during the TCE Term shall be the sole responsibility of Grantor. In the event it is anticipated the use will extend beyond the prescribed time, CVAG and the Grantor shall enter into an amendment contract to extend the term of the TCE. CVAG shall provide Just Compensation for the extended period.

15. Any notice either party may or is required to give the other shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantor:
City of Coachella, a Municipal Corporation
1515 6th Street
Coachella, CA 92236-1757

To CVAG:
74199 El Paseo, Ste. 100
Palm Desert, CA 92260
Attn: Tom Kirk
Executive Director

16. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. CVAG may freely assign any or all of its interests or rights under this Agreement.

17. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

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The acquisition price of the Property Interest being acquired in this transaction reflects the full and complete settlement of the Property Interest without the presence of contamination. If the Property Interest being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, CVAG may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

18. It is understood and agreed that the fully executed Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Riverside.

19. CVAG reserves the right to cancel escrow and terminate this Agreement if at any time CVAG determines that the Property Interest is no longer needed for the Project.

20. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.

21. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

22. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement, and that said entity will thereby be obligated to perform the terms of this Agreement.

23. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

24. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

25. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is subject of this contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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disclosure.

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

City of Coachella, a Municipal Corporation

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

Coachella Valley Association of Governments (CVAG)

By:_____
Tom Kirk
Executive Director

Date:_____

APPROVED AS TO FORM:

By:_____
Best Best & Krieger LLP

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

CVAG
74199 El Paseo, Ste. 100
Palm Desert, CA 92260
Attn: Executive Director

FREE RECORDING:
This instrument is for the benefit of the Coachella Valley Association of Governments and is entitled to be recorded without fee or tax. (Gov. Code, §§ 6103, 27383; and Rev. & Tax. Code, § 11922.)

APN: 603-220-051

Above Space for Recorder's Use

GRANT OF EASEMENT
(Temporary Construction Easement)

City of Coachella, a Municipal Corporation (**hereinafter, individually and collectively, "Grantor"**), is the owner of that certain real property located in the City of Coachella, County of Riverside, State of California, designated as Assessor's Parcel Number 603-220-051 (**"Grantor's Property"**). FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the **Coachella Valley Association of Governments (CVAG)**, **("Grantee")**, its employees, agents, representatives, contractors, successors and assigns, a temporary easement for construction of the **Arts and Music Line Street Improvement Project**, in, on, over, under, and across that portion of Grantor's Property more particularly depicted in Exhibit "A", attached hereto and by reference made a part hereof. The term of the easement described herein is thirty-six (36) months and will commence on June 1, 2025 and end May 31, 2028.

GRANTOR:
City of Coachella, a Municipal Corporation

DATED: _____, 20__

_____
By:
Its:

DATED: _____, 20__

_____
By:
Its:

ACKNOWLEDGEMENT

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 _____ (Seal)

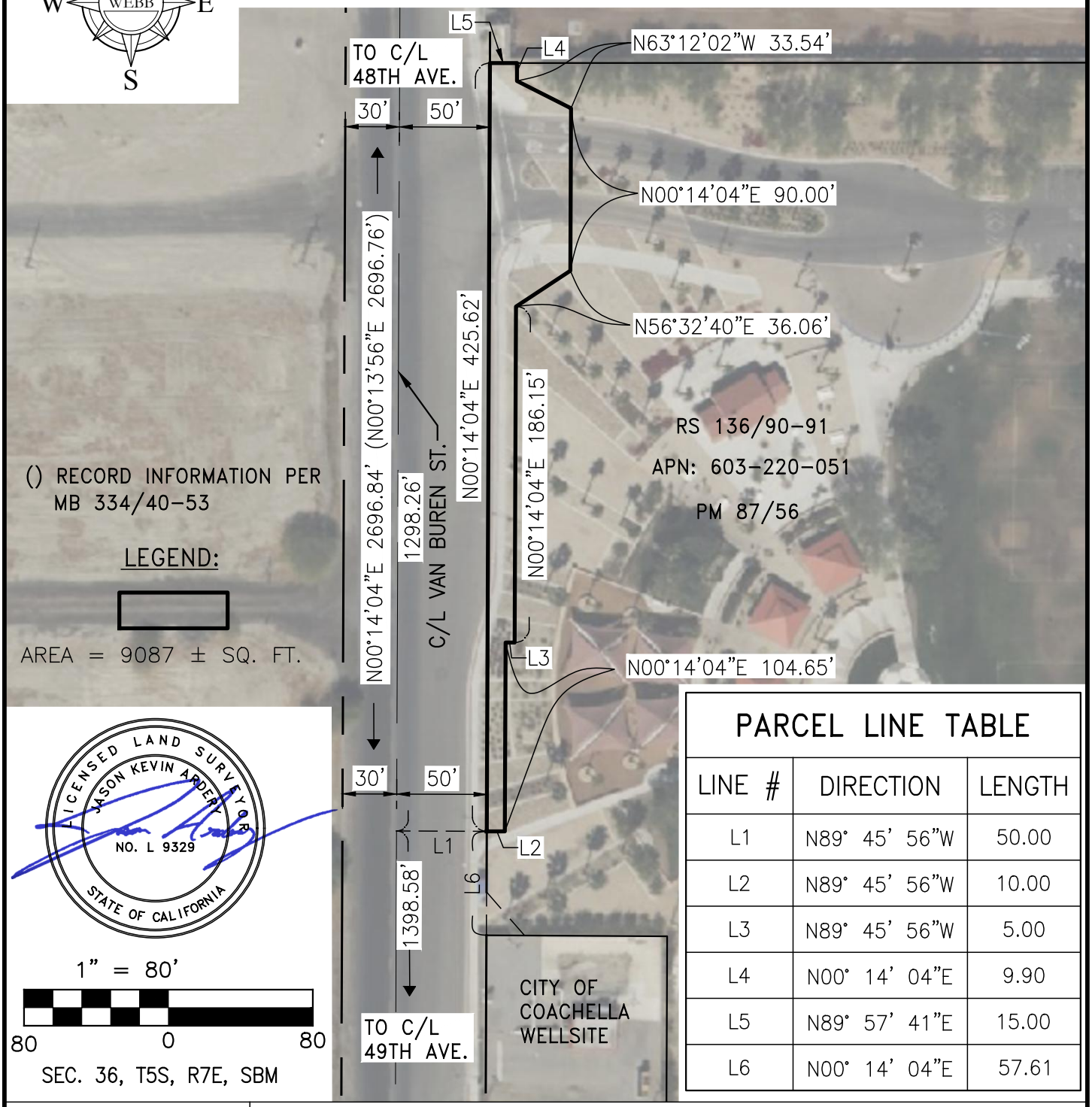
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated _____, 20___, from City of Coachella, a Municipal Corporation, to the Coachella Valley Association of Governments (CVAG), by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the CVAG pursuant to authority conferred by the CVAG Executive Committee Resolution No. 20-006 adopted on October 19, 2020, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ _____

By:
Its:

EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT AREA



PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N89° 45' 56"W	50.00
L2	N89° 45' 56"W	10.00
L3	N89° 45' 56"W	5.00
L4	N00° 14' 04"E	9.90
L5	N89° 57' 41"E	15.00
L6	N00° 14' 04"E	57.61

ALBERT A. WEBB ASSOCIATES

CITY OF COACHELLA

H:\2020\20-0003\Drawings\Mapping\Legals & Plats\TCE's Exhibits\20-0003-TCE COACHELLA.dwg
8/7/2024 8:47 AM Jason

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O. 20-0003

SCALE: 1"=80'

DRWN BY CGS DATE 4/23/24
CHKD BY JKA DATE 8/7/2

CT: TCE AREA

Jimmy Morada
Associate Senior Underwiter/Advisory Title Officer

Stewart Title Guaranty Company
Commercial Services (Los Angeles)
525 North Brand Blvd.
Glendale, CA 91203
(818) 547-2037 Phone
Jimmy.Morada@stewart.com

PRELIMINARY REPORT

Order No.	:	23000111258
Title Unit No.	:	11
Your File No.	:	
Buyer/Borrower Name	:	tbd
Seller Name	:	City of Coachella

Property Address: apn 603-220-051, Coachella, CA 92210

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company Commercial Services (Los Angeles) hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A, attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages, are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Dated as of November 15, 2023 at 7:30 a.m.

Jimmy Morada, Title Officer
Kristine Poole, Title Officer

When replying, please contact:

StewartcommercialservicesLA@Stewart.com

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

☐ Standard Coverage Owner's Policy

☐ Extended Coverage Owner's Policy

☐ CLTA/ALTA Homeowner's Policy

☐ Standard Coverage Loan Policy

☐ Extended Coverage Loan Policy

☐ Short Form Residential Loan Policy

☒ Report Only

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee

Title to said estate or interest at the date hereof is vested in:

City of Coachella, a Municipal Corporation

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Coachella and described as follows:

Being a portion of Parcel 1 and Parcel 2 of Parcel Map No. 17167, as shown by Map on File on January 23, 1981 in Book 87 Page(s) 56, of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at the Northeasterly corner of Tract Map 30498-1, recorded May 20, 2003 in Book 334 Pages 40 through 53, also being the Southeast corner of said Parcel 1 of Parcel Map 17167, the true point of beginning; thence Westerly along the Northerly boundary said Tract Map 30498-1, North 89°46'37" West 1257.31 feet; thence along boundary said Tract Map 30498-1, South 64°50'46" West 101.81 feet; thence along boundary said Tract Map 30498-1, South 25°36'00" West 101.80 feet; thence leaving said boundary of Tract Map 30498-1 on line bearing South 58°08'10" West 127.57 feet to the beginning of a non-tangent curve, concaved Southwesterly, radial line bearing South 62°29'11" West, radius 70.00 feet; thence Northwesterly along said curve a distance of 19.93 feet, through a central angle of 16°18'52"; thence North 43°10'30" East 28.90 feet; thence North 00°13'23" East 100.20 feet; thence North 89°46'37" West 860.00 feet; thence North 80°18'55" West 65.39 feet, to the Southeast corner of well site, per City of Coachella Resolution 2003-32, by Instrument 2003-422633 of Official Records; thence along Easterly side of said boundary of well site, North 00°13'56" East 100.00 feet; thence along Northerly boundary of said well site, North 89°42'07" West 100.17 feet, to Westerly boundary of said Parcel Map 17167, the Easterly right(s) of way of Van Buren Street; thence along Westerly boundary of said Parcel 1 of Parcel Map 17167, North 00°13'56" East 483.23 feet; thence leaving Westerly boundary of said Parcel 1 of Parcel Map 17167 on line bearing South 89°57'33" East 1881.64 feet; thence South 00°02'27" East 163.24 feet; thence South 89°57'33" East 412.83 feet, to the Easterly boundary of said Parcel 1 of Parcel Map 17167; thence along Easterly boundary of said Parcel 1 of Parcel Map 17167, South 36°07'59" East 142.34 feet; thence along Easterly boundary of said Parcel 1 of Parcel Map 17167 along a tangent curve, delta 16°58'14", radius 1000.00 feet, length 296.19 feet, to the true point of beginning.

APN: 603-220-051, 603-220-022, 603-220-046, 603-220-048

APN: 603-220-051
(End of Legal Description)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

A. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-051.

B. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-022.

C. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-046.

D. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-048.

E. Prior to recording, the final amount due for taxes must be confirmed with tax collector.

F. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.

G. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County taxes; however, some districts may remove these taxes and/or assessment from the County taxes and assess and collect them separately.

Exceptions:

1. Water rights, claims, or title to water, whether or not shown by the Public Records.

2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

3. Any interests (including rights of the public) in and to any portion of the Land lying within roads, streets, alleys or highways.

4. Easement and rights incidental thereto for water pipeline to United States of America, as set forth in a document recorded July 19, 1949, in Book 1095 Page 306, of Official Records.

   Matters contained in a document entitled "United States Department of the Interior Bureau of Reclamation Boulder Canyon Project All-American Canal Project Coachella Branch - Quitclaim Deed and Release", recorded October 3, 2017, as Instrument No. 2017-0410180, of Official Records.

   Matters contained in a document entitled "United States Department of the Interior Bureau of

Reclamation Boulder Canyon Project All-American Canal Project Coachella Branch - Quitclaim Deed and Release", recorded July 31, 2018, as Instrument No. 2018-0307549, of Official Records.

Matters contained in a document entitled "United States Department of the Interior Bureau of Reclamation Boulder Canyon Project All-American Canal Project Coachella Branch - Quitclaim Deed and Release", recorded July 31, 2018, as Instrument No. 2018-0307550, of Official Records.

5. Easement and rights incidental thereto for power lines to Imperial Irrigation District, as set forth in a document recorded July 22, 1970, as Instrument No. 70546, of Official Records.

6. Rights of the successor agency(ies) as to matters contained in the project plan recorded July 10, 2007, as Instrument No. 2007-0449636, of Official Records.

7. Matters contained in a survey filed in Book 136, Pages 90 and 91 of Records of Survey.

8. Matters contained in a document entitled "Deed Restriction", recorded December 14, 2011, as Instrument No. 2011-0552701, of Official Records.

9. Matters contained in a document entitled "Water Quality Management Plan and Urban Runoff BMP Transfer, Access and Maintenance Agreement", recorded December 6, 2017, as Instrument No. 2017-0512010, of Official Records.

10. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499a, et seq., or any similar state or federal law.

11. Rights or claims of parties in possession whether or not shown by the Public Records.

12. Any facts, rights, interests or claims which would be disclosed by an inspection of the land.

(End of Exceptions)

NOTES AND REQUIREMENTS

A. N/A

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title Guaranty Company Commercial Services (Los Angeles) via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title Guaranty Company Commercial Services (Los Angeles). Stewart Title Guaranty Company Commercial Services (Los Angeles) may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title Guaranty Company Commercial Services (Los Angeles) shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title Guaranty Company Commercial Services (Los Angeles). Such benefits shall be deemed additional compensation to Stewart Title Guaranty Company Commercial Services (Los Angeles) for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

EXHIBIT "A"

LEGAL DESCRIPTION

Order No.: 23000111258
Escrow No.: 23000111258

The land referred to herein is situated in the State of California, County of Riverside, City of Coachella and described as follows:

Being a portion of Parcel 1 and Parcel 2 of Parcel Map No. 17167, as shown by Map on File on January 23, 1981 in Book 87 Page(s) 56, of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at the Northeasterly corner of Tract Map 30498-1, recorded May 20, 2003 in Book 334 Pages 40 through 53, also being the Southeast corner of said Parcel 1 of Parcel Map 17167, the true point of beginning; thence Westerly along the Northerly boundary said Tract Map 30498-1, North 89°46'37" West 1257.31 feet; thence along boundary said Tract Map 30498-1, South 64°50'46" West 101.81 feet; thence along boundary said Tract Map 30498-1, South 25°36'00" West 101.80 feet; thence leaving said boundary of Tract Map 30498-1 on line bearing South 58°08'10" West 127.57 feet to the beginning of a non-tangent curve, concaved Southwesterly, radial line bearing South 62°29'11" West, radius 70.00 feet; thence Northwesterly along said curve a distance of 19.93 feet, through a central angle of 16°18'52"; thence North 43°10'30" East 28.90 feet; thence North 00°13'23" East 100.20 feet; thence North 89°46'37" West 860.00 feet; thence North 80°18'55" West 65.39 feet, to the Southeast corner of well site, per City of Coachella Resolution 2003-32, by Instrument 2003-422633 of Official Records; thence along Easterly side of said boundary of well site, North 00°13'56" East 100.00 feet; thence along Northerly boundary of said well site, North 89°42'07" West 100.17 feet, to Westerly boundary of said Parcel Map 17167, the Easterly right(s) of way of Van Buren Street; thence along Westerly boundary of said Parcel 1 of Parcel Map 17167, North 00°13'56" East 483.23 feet; thence leaving Westerly boundary of said Parcel 1 of Parcel Map 17167 on line bearing South 89°57'33" East 1881.64 feet; thence South 00°02'27" East 163.24 feet; thence South 89°57'33" East 412.83 feet, to the Easterly boundary of said Parcel 1 of Parcel Map 17167; thence along Easterly boundary of said Parcel 1 of Parcel Map 17167, South 36°07'59" East 142.34 feet; thence along Easterly boundary of said Parcel 1 of Parcel Map 17167 along a tangent curve, delta 16°58'14", radius 1000.00 feet, length 296.19 feet, to the true point of beginning.

APN: 603-220-051, 603-220-022, 603-220-046, 603-220-048

APN: 603-220-051

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: November 28, 2023

Escrow No.: 23000111258

Property: apn 603-220-051, Coachella, CA 92210

From: Stewart Title Guaranty Company - Commercial Services

This is to give you notice that Stewart Title Guaranty Company - Commercial Services ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	***Charge or range of charges***
Hazard Insurance	$400.00 to $6,500.00
Home Warranty	$255.00 to $ 780.00
Natural Hazard Disclosure Report	$ 42.50 to $ 149.50

[CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

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EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)]

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

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5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.

4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.

7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*
Covered Risk 18:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*
Covered Risk 19:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*
Covered Risk 21:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6 Lack of a right:

   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*
Covered Risk 18:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*
Covered Risk 19:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*
Covered Risk 21:	*% of Policy Amount Shown in Schedule A or $* (whichever is less)	$*

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

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4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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PROCEDURES TO ACCOMPANY THE
RESTRICTIVE COVENANT MODIFICATION FORM

The law prohibits unlawfully restrictive covenants based upon:

> "…age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry… Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

As the individual holding or acquiring an interest in the property, you may elect to have any unlawfully restrictive covenants "removed", which means "redacted."

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder's office, a "Restrictive Covenant Modification" form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder's office and must include your return address so the county recorder can notify you of the action taken by the county counsel.
NOTE: The RCM provided with your title product MAY NOT be the same form required by your county recorder's office; please double check your county recorder's office before completing this form.

The process at the county recorder's office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY
STATE & ZIP

TITLE ORDER NO. **ESCROW NO.** **APN NO.**

RESTRICTIVE COVENANT MODIFICATION

(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)

I(We)_____have or are acquiring an ownership interest of record in the property located at _____ that is covered by the document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s)__of the document recorded on _____ in book_____and page _____ or instrument number_____of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

_____
(Signature of Submitting Party)

_____
(Printed Name)

_____
(Signature of Submitting Party)

_____
(Printed Name)

_____ County Counsel, or their designee, pursuant to Government Code Section 12956.2, hereby states that it has been determined that the original document referenced above _____ Does _____ Does Not contain an unlawful restriction and this modification may be recorded.

County Counsel
By:
_____
Date:
_____

STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Parties involved in litigation and attorneys, as required by law.
e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

A. **Identifiers**. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. **Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. **Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. **Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. **Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.

F. **Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Internet or other similar network activity
Category F:	Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at **OptOut@stewart.com** or
2. **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's recei
response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

ACQUISITION BROCHURE

Coachella Valley Association of Governments
(CVAG)

74199 El Paseo, Ste. 100
Palm Desert, CA 92260
(760) 346-1127

Dear Property Owner:

Our State and Federal Constitutions recognize the need for public agencies to purchase private property for public use. The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (Uniform Act), or similar State Legislation and eminent domain law of the State of California authorize purchase of private property for public use and ensure that owners of real estate (real property) to be acquired are treated fairly and consistently.

This Brochure provides a brief summary of Coachella Valley Association of Governments ("Agency") acquisition procedures and various laws it is not intended to give a complete statement of all state or federal laws and regulations pertaining to the purchase of your property for a public use, technical legal definitions or any form of legal advice. Recipients of offer letters from the Agency should be aware that such laws and procedures are subject to change by future legislation and/or court decisions.

In the event the Agency decides to proceed with the proposed acquisition, the Agency's acquisition consultant will contact you.

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WHY IS MY PROPERTY REQUIRED?

The Coachella Valley Association of Governments ("CVAG" or "Agency"), has determined that your property may be required for the Arts & Music Line Street Improvement Project.

WHAT RIGHT DOES THE AGENCY HAVE TO ACQUIRE MY PROPERTY?

Every public agency has certain powers that are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another power is the power to acquire private property for public purposes. This is known as the power of the eminent domain.

The rights of each of us are protected by the Fifth and Fourteenth Amendments of the U.S. Constitution, the State Constitution and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the California Government Code and Title 25 of the California Code of Regulations, the owner has additional protections, some of which are explained in this brochure.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

The decision to acquire specific property for a public project usually involves many persons and many decisions. The final decision to proceed with a project is made by the Agency's Board of Directors after a thorough review that includes public hearings to obtain the views of interested citizens.

HOW WILL THE AGENCY DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, the Agency will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will do the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

The Agency is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by the Agency on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You must be contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you prefer, you may designate a representative in writing for this purpose.

ONCE THE AGENCY DETERMINES THAT MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE AGENCY GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property,
- The availability of funding; and
- Possible project delays caused by factors outside the control of the Agency.

Typically, when there are no funding issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

The Agency will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. The Agency will not initiate negotiations until the purchase offer is sent out and your receipt of the offer is acknowledged.

WHAT IS IN THE AGENCY'S STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The Agency's "statement of the basis for its determination of just compensation" will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.

- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Agency will pay for the actual reasonable costs up to $5,000 subject to the following conditions;

- You may order your own independent appraisal. Should you enter into a contract with the selected appraiser, the Agency will not be a party to the contract.
- The selected appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time the Agency makes its offer to you, it will offer to pay you the reasonable cost, not to exceed $5,000 of the cost of your independent appraisal.
- Appraisal cost reimbursement requests must be made in writing and submitted to the Agency within ninety days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the appraisal contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the Agency concurrent with submission of the appraisal cost reimbursement request. All appraisal costs must be reasonable and justifiable.

MUST I ACCEPT THE AGENCY'S INITIAL OFFER?

NO. You are entitled to present your evidence as to the amount you believe is the value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will make reasonable efforts to consider and respond to your evidence and suggestions (including an appraisal). When fully justified by the available evidence of value, the Agency may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with the Agency. If you choose to have representation during the negotiations, please so inform the Agency in writing. You will be responsible to pay the costs of any such representation.

IF I AGREE TO ACCEPT THE AGENCY'S OFFER, HOW SOON WILL I BE PAID?

If you and the Agency reach an agreement for the purchase of your property by the Agency and your ownership (title) is clear, payment to you will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after the Agency signs the Purchase Agreement. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency to obtain the necessary proof. (Title evidence is a legal record of ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens and other instruments affecting your ownership of the property.)

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY THE AGENCY?

If you and the Agency are unable to reach an agreement through negotiations, the Agency will then either institute formal eminent domain (condemnation) proceedings to acquire the property or abandon its intention to acquire the property. In the latter case, the Agency will give you notice of its decision as provided by law.

WHAT HAPPENS IF THE AGENCY CONDEMNS MY PROPERTY?

The power of eminent domain may only be exercised if: 1) the public interest and necessity require the project; 2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and 3) the property sought to be acquired is necessary for the project. Eminent domain proceedings are often referred to as condemnation actions. The Agency may only file a condemnation action after the adoption of a Resolution of Necessity by its Board of Directors. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming need and necessity has been substantiated and determined, the Agency can file a condemnation suit.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The Agency will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and the Agency have a constitutional right to have a jury determine the value of the property in question. If the owner and the Agency decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows the Agency to have the possession of your property prior to a negotiated settlement or an award of just compensation in

court. This procedure is used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, the Agency must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the right to challenge the Agency's authority to take the property, but does not waive the owners right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by the Agency, you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and the Agency enter into an agreement for the Agency's purchase of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees and fees for other services typical in a real estate transaction, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to the Agency.
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after the Agency acquires your property.

Escrow or the Agency will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the Agency within six months after the acquisition. The Agency will assist you in processing your claim for these costs.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by the Agency.

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by the Agency. If you wish to keep any of the improvements, please let your Acquisition Agent know. If you do arrange to keep any improvement(s), the Agency will deduct its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN THE AGENCY TAKE ONLY A PART OF MY PROPERTY?

YES. But, if the purchase of only a part of your property reduces the value of the remaining part(s), you must be paid for the loss in value (offset by any special benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, the Agency may offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO THE AGENCY AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by the Agency on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period.

However, the amount of rent to be paid by your or your tenant shall be within your financial means or your tenant's financial means, as the case may be.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by the Agency does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel.

Code of Civil Procedure Section §1263.510 Loss of Goodwill Compensation Basis:

(a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for the loss of goodwill if the owner proves all of the following:
(I) The loss is caused by the taking of the property or the injury to the remainder.
(2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.
(b) Within the meaning of this article, “goodwill” consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage

I AM A VETERAN, HOW ABOUT MY GI LOAN?

After your GI home mortgage loan has been repaid, you will be permitted to obtain another GI loan to purchase another property. Check on such arrangements with your nearest VA office.

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when the Agency acquires real property by condemnation or the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

Title VI

Your Rights Under Title VI and Related Statutes

Your Rights Under TITLE VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as "Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination."

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 USC Sec. 2000d)*

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

> *"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."*

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any acquiring /displacing agency ("Agency") activity will be administered without regard to race, color, or national origin.

The Agency will not tolerate discrimination by its employees or sub-recipients of Federal funds. The Agency prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the Agency will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the Agency performs is intended to assist the transportation needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All Agency employees, and its functional programs.

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of Agency services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the Agency. Please notify your assigned acquisition/relocation agent that you would like to file a written complaint, and they will provide you with further information and guidance.

NONDISCRIMINATION STATUTES

- **Title VI of the 1964 Civil Rights Act**, 42 U.S.C. 2000, provides in Section 601 that:

  "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (PROHIBITS DISCRIMINATION IN IMPACTS, SERVICES, AND BENEFITS OF, ACCESS TO, PARTICIPATION IN, AND TREATMENT UNDER A FEDERAL-AID RECIPIENT'S PROGRAMS OR ACTIVITIES)

- **The Age Discrimination Act of 1975**, as amended 42 U.S.C. 6101, provides:

  "No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (PROHIBITS DISCRIMINATION BASED ON AGE)

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, 42 U.S.C. 4601, provides:

  "For the fair and equitable treatment of persons displaced as direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance." (PROVIDES FOR FAIR TREATMENT OF PERSONS DISPLACED BY FEDERAL AND FEDERAL-AID PROGRAMS AND PROJECTS)

- **The Federal-aid Highway Act**, 49 U.S.C. 306

  Outlines the responsibilities of the U.S. Department of Transportation and, at (c) outlines the Secretary's authority to decide whether a recipient has not compiled with applicable Civil Rights statutes or regulations, requires the Secretary to provide notice of the violation, and requires necessary action to ensure compliance.

- **The 1973 Federal-aid Highway Act**, 23 U.S.C. 324, provides:

  "No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this Title or carried on under this title." (PROHIBITS DISCRIMINATION ON THE BASIS OF SEX)

- **The Civil Rights Restoration Act of 1987**, P.L. 100-209, provides:

  Clarification of the original intent of Congress in Title VI of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. (RESTORES THE BROAD, INSTITUTION-WIDE SCOPE AND COVERAGE OF THE NON-DISCRIMINATION STATUTES TO INCLUDE ALL PROGRAMS AND ACTIVITIES OF FEDERAL-AID RECIPIENTS, SUB-RECIPIENTS AND CONTRACTORS, WHETHER SUCH PROGRAMS AND ACTIVITIES ARE FEDERALLY ASSISTED OR NOT)

- **The Uniform Relocation Act Amendments of 1987**, P.L. 101-246, provides:

  "For fair, uniform, and equitable treatment of all affected persons; …(and) minimizing the adverse impact of displacement…(to maintain)…the economic and social well-being of communities; and…to establish a lead agency and allow for State certification and implementation." (UPDATED THE 1970 ACT AND CLARIFIED THE INTENT OF CONGRESS IN PROGRAMS AND PROJECTS WHICH CAUSE DISPLACEMENT)

- **The Americans with Disabilities Act**, P.L. 101-336, provides:

  "No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government." (PROVIDED ENFORCEABLE STANDARDS TO ADDRESS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES)

- **The Civil Rights Act of 1991**, in part, amended Section 1981 of 42 U.S.C. by adding two new sections that provided:

  "(b) For the purposes of this section, the term 'make and enforce contracts' includes the making, performance, modification, and termination of contracts and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

  (c) The rights protected by this section are protected against impairment by non-governmental discrimination and impairment under color of State law."

- **Title VIII of the 1968 Civil Rights Act**, 42 U.S.C. 3601, provides that:

  "(I) It shall be unlawful…to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion or national origin." (PROHIBITS DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING – HUD is the primary interest agency, but FHWA and States under Title VI are responsible for preventing discrimination in the function of Right-of-Way)

- **The National Environmental Policy Act of 1969**, 42 U.S.C. 4321

  Requires the consideration of alternatives, including the "no-build" alternative, consideration of social, environmental and economic impacts, public involvement, and use of a systematic interdisciplinary approach at each decisionmaking stage of Federal-aid project development.

- **Title IX of the Education Amendments of 1972**

  Makes financial assistance available to institutions of higher education to: (1) strengthen, improve and, where necessary, expand the quality of graduate and professional programs leading to an advanced degree; (2) establish, strengthen, and improve programs designed to prepare graduate and professional students for public service; and (3) assist in strengthening undergraduate programs of instruction in certain instances.

- **Section 504 of the Rehabilitation Act of 1973**, 29 U.S.C. 790, provides that:

  "(N)o qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance." (PROHIBITS DISCRIMINATION BASED ON PHYSICAL OR MENTAL HANDICAP)

Source: U.S. Department of Transportation
Federal Highway Administration Title VI Handbook
Title VI Nondiscrimination in the Federal-Aid Highway Program
FHWA Publication No. FHWA-HCR-06-006

CONFIDENTIAL
This document contains personal information and pursuant to Civil Code section 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

RIGHT-OF-WAY TITLE VI SURVEY

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code § 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to the California High-Speed Rail Authority Records Staff at iparecords@hsr.ca.gov

NON-DISCRIMINATION

All persons affected by State transportation projects are requested to provide information with regard to race, color, national origin, sex, disability, age or income status. Please check the items below which best describe you and return this form in the enclosed envelope.

The furnishing of this information is voluntary.

Head of household: ☐ Male ☐ Female

Age: ☐ Under 40 ☐ 41-65 ☐ Over 65

Race/Ethnicity:
☐ White
☐ Black
☐ Hispanic
☐ Asian
☐ American Tribe
☐ Pacific Islander
☐ Other _____
Specify: _____

Language spoken, if other than English: _____

Are you or any member of your household suffering any physical disability or medical condition? ☐ Yes ☐ No

Are you a low-income family: ☐ Yes ☐ No

Enclosure

CONFIDENTIAL
This document contains personal information and pursuant to Civil Code section 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

RIGHT-OF-WAY TITLE VI DISCRIMINATION COMPLAINT

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code § 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to the California High-Speed Rail Authority Records Staff at iparecords@hsr.ca.gov

Name of Complainant | Home Telephone | Work Telephone

Mailing Address

BASIS OF DISCRIMINATION

Race | Color | National Origin | Sex | Disability | Low-Income | Non-English Speaker

Provide dates(s) and place of alleged discrimination.

Describe the nature of the action, decision, or conditions of the alleged discrimination (attach extra page, if necessary)

Name the individuals (if known) responsible for the action, decision or condition of alleged discrimination.

Provide supporting information known to complainant in support of his/her allegation.

Identify possible witnesses whom the complainant believes can provide factual information about this allegation.

State the action requested by complainant.

Signature of Complainant | Date Filed

NOTE: The use of the Right-of-Way Title VI Discrimination Complaint form is not mandatory. You may submit your complaint in any form that contains your signature.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, please call the EEO Officer at (916) 324-1541, TTY: 711, email at EEO@hsr.ca.gov, or write to: California H[illegible]uthority, at 770 L Street, Suite 620, Sacramento, CA 95814.

Title VI The Authority provides free language assistance through interp[illegible]slation of vital documents to persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. To request language assistance, please call (916) 324-1541.

2004 Census Test

United States Census 2010

LANGUAGE IDENTIFICATION FLASHCARD

ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
Խնդրում ենք նշում կատարեք այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն:	2. Armenian
যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।	3. Bengali
ឈូមបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។	4. Cambodian
Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.	5. Chamorro
如果你能读中文或讲中文，请选择此框。	6. Simplified Chinese
如果你能讀中文或講中文，請選擇此框。	7. Traditional Chinese
Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.	8. Croatian
Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.	9. Czech
Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	10. Dutch
Mark this box if you read or speak English.	11. English
اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.	12. Farsi

DB-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

☐ Cocher ici si vous lisez ou parlez le français.	13. French
☐ Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
☐ Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
☐ Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
☐ अगर आप हिन्दी बोलते या पढ़ सकते हों तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
☐ Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
☐ Jelölje meg ezt a kockát, ha megérti vagy beszéli a magyar nyelvet.	19. Hungarian
☐ Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
☐ Marchi questa casella se legge o parla italiano.	21. Italian
☐ 日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
☐ 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
☐ ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
☐ Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

☐ Assinale este quadrado se você lê ou fala português.	26. Portuguese
☐ Însemnaţi această căsuţă dacă citiţi sau vorbiţi româneşte.	27. Romanian
☐ Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
☐ Обележите овај квадратић уколико читате или говорите српски језик.	29. Serbian
☐ Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
☐ Marque esta casilla si lee o habla español.	31. Spanish
☐ Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
☐ ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
☐ Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
☐ Відмітьте цю клітинку, якщо ви читаєте або говорите українською мовою.	35. Ukranian
☐ اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
☐ Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
☐ באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Authorize the City Manager to Execute a Contract with DeAztlan Consulting in the Amount of $24,500 for Community Outreach Services for Coachella Sphere of Influence Areas (Pocket 7, Mesquite and South Airport).

STAFF RECOMMENDATION:

Staff recommends that the City Council approve a contract with DeAztlan Consulting in the amount of $24,500 for community outreach services for the City of Coachella sphere of influence areas.

BACKGROUND:

Riverside County city and special district boundary expansion is determined by procedures and decisions of the Riverside Local Agency Formation Commission (LAFCO). LAFCO determines the City of Coachella's sphere of influence, which are unincorporated areas where the City could expand its boundaries. Sphere of influence areas are assessed periodically through a LAFCO municipal services review (MSR) process that examine factors such as the ability of a city to provide services to unincorporated areas and that eligible areas have been evaluated in a city's General Plan.

On August 7, 2023 the City Council authorized an application to LAFCO to amend the City's sphere of influence to include the Pocket 7 area consisting of approximately 388 acres 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. The area was previously within Coachella's sphere of influence, but removed by LAFCO in 2006 and recommended to be placed in the City of La Quinta sphere of influence along with other areas of Vista Santa Rosa previously in Coachella sphere of influence. The City of La Quinta requested to remove Pocket 7 from its sphere of influence and LAFCO proceeded to remove it from any city sphere of influence. LAFCO approved Coachella's sphere of influence amendment for Pocket 7 on March 22, 2024.

The requisite pre-zoning by the City for the Pocket 7 area occurred by the City Council on October 2, 2024, which was the result of extensive outreach effort with Pocket 7 land owners concerning the proposed zoning and allowed uses. The City approved a resolution to initiate proceeding for the annexation of the 388 acre sphere of influence area on November 13, 2024 and subsequently submitted an annexation application to LAFCO. LAFCO is currently reviewing the application

and a LAFCO annexation decision is expected in May or June of 2025. LAFCO encourages cities maintain regular communication with residents and property owners in area that they are evaluating potential annexation.

The southern Coachella sphere of influence south of Avenue 54, north of Airport Blvd, east of Harrison Street and West of Grapefruit Blvd is currently being evaluated for its potential for future annexation including property owner outreach and preparation of a fiscal study to evaluate the benefits to the City and the ability of the City to provide service to residents and property owners in the area.

Figure 1: Pocket 7 and Mesquite Sphere of Influence Area

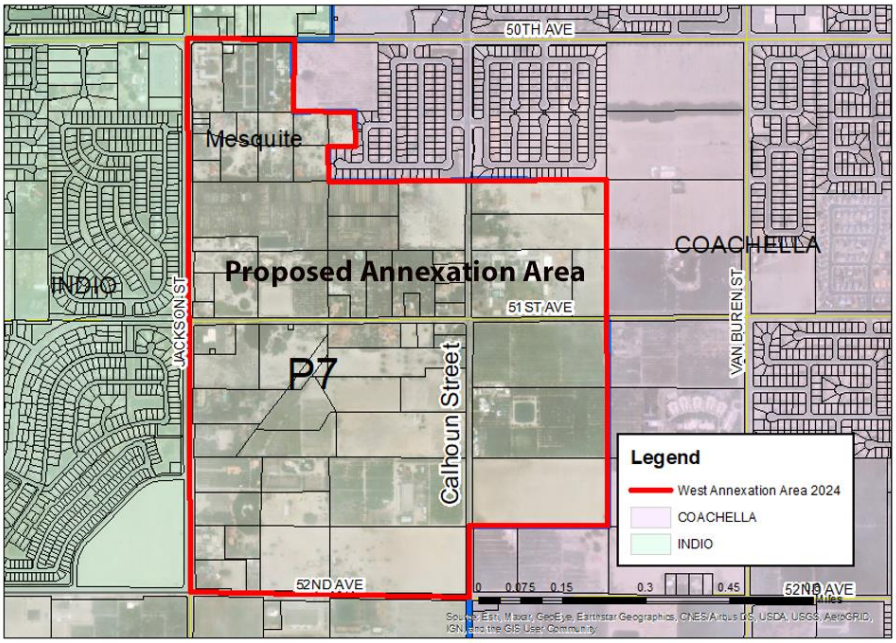
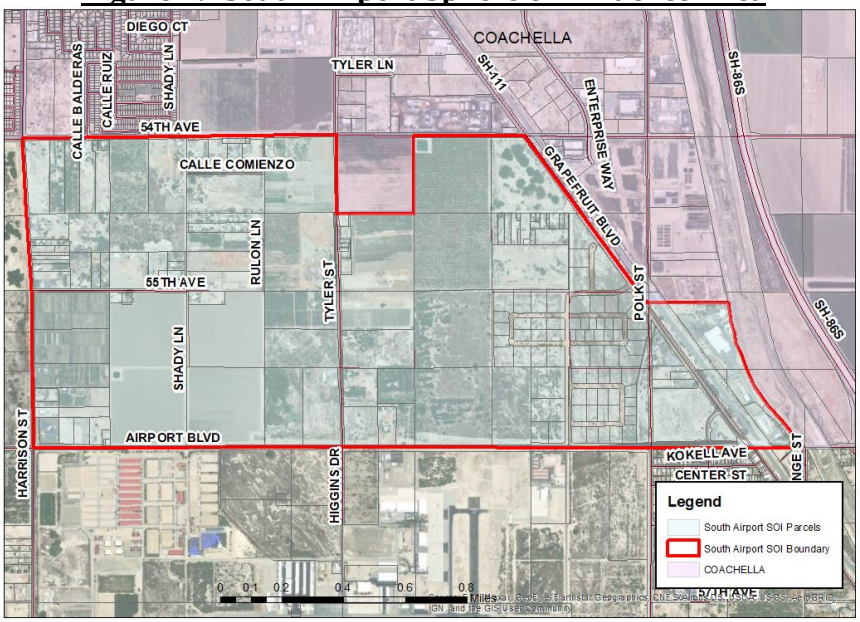


Figure 2: South Airport Sphere of Influence Area



DISCUSSION/ANALYSIS:

Staff requests that the City Council continue with resident and property owner outreach services with DeAztlan Consulting for the Pocket 7 and Mesquite areas until a LAFCO annexation decision occurs. The outreach efforts will include meetings with City staff, canvassing, direct mailing, and community meetings until end of April 2025. The resident and property owner outreach services in the South Airport sphere of influence area are recommended during the contract timeframe to gauge community needs and interest in annexation. Staff will report on outreach findings and the results of the fiscal study for the South Airport sphere of influence to the City Council by April or May of 2025.

ALTERNATIVES:

1) Authorize the City Manager to Execute a Contract with DeAztlan Consulting in the Amount of $24,500 for Community Outreach Services for Coachella Sphere of Influence Areas (P7, Mesquite and South Airport).
2) Deny the contract.
3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachments:

1. Contract for community outreach services by DeAztlan Consulting.

DEAZTLAN **CONSULTING**

PROJECT SUMMARY

In collaboration with city staff, DeAztlan Consulting will manage and facilitate all City of Coachella land use efforts and provide outreach services to reach residents and property owners in existing and prospective areas and spheres of influence. The proposed services below are for a project timeline beginning on February 15 through April 15, 2025.

MONTHLY LAND USE SERVICES

FEBRUARY $7,000.00

- P7 & Mesquite SOI Annexation Strategy
- P7 & Mesquite SOI Person 2 Person Canvassing
- South Airport SOI Annexation Strategy
- South Airport SOI Person 2 Person Canvassing

MARCH $8,750.00

- P7 & Mesquite SOI Annexation Strategy
- P7 & Mesquite SOI Person 2 Person Canvassing
- South Airport SOI Annexation Strategy
- South Airport SOI Person 2 Person Canvassing
- South Airport SOI Direct Mail Campaign
- South Airport SOI Community Meeting

APRIL $8,750.00

- P7 & Mesquite SOI Direct Mail Campaign
- P7 & Mesquite SOI Community Meeting
- P7 & Mesquite SOI Annexation Strategy
- P7 & Mesquite SOI Person 2 Person Canvassing
- South Airport SOI Annexation Strategy
- South Airport SOI Person 2 Person Canvassing

Total Cost: $24,500.00 *(*Print cost not included)*

The project aims to conduct comprehensive outreach services in collaboration with city staff to engage residents and property owners in areas currently outside of city boundaries. The proposed budget covers services from DeAztlan Consulting from February to April 2025.

78115 Calle Estado Ste. 206 - La Qu[illegible]alifornia - 92253 - PH: 760.564.2900

DEAZTLAN **CONSULTING**

PROJECT BUDGET ALLOCATION

FEBRUARY	
P7 & Mesquite SOI Annexation Strategy	$1,550.00
P7 & Mesquite SOI Person 2 Person Canvassing	$1,950.00
South Airport SOI Annexation Strategy	$1,550.00
South Airport SOI Person 2 Person Canvassing	$1,950.00
MARCH	
P7 & Mesquite SOI Annexation Strategy	$1,550.00
P7 & Mesquite SOI Person 2 Person Canvassing	$1,950.00
South Airport SOI Annexation Strategy	$1,550.00
South Airport SOI Person 2 Person Canvassing	$1,950.00
South Airport SOI Direct Mail Campaign	$755.00
South Airport SOI Community Meeting	$995.00
APRIL	
P7 & Mesquite SOI Direct Mail Campaign	$755.00
P7 & Mesquite SOI Community Meeting	$995.00
P7 & Mesquite SOI Annexation Strategy	$1,550.00
P7 & Mesquite SOI Person 2 Person Canvassing	$1,950.00
South Airport SOI Annexation Strategy	$1,550.00
South Airport SOI Person 2 Person Canvassing	$1,950.00
TOTAL	$24,500.00

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide direction and approve appointments to the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

STAFF RECOMMENDATION:

Provide direction and approve appointments to fill vacancies the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

BACKGROUND:

The term has expired for various seated commissioners (highlighted below). The city advertised and accepted applications for these vacancies from December – January 7, 2025. The expired/vacant positions are highlighted below from the Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

COACHELLA PLANNING COMMISSION

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Diana Ramirez	Councilmember Delgado	March 8, 2023	November 2024
Jason Hernandez	Mayor Pro-Tem Galarza	March 8, 2023	November 2024
Yurema Arvizu	Councilmember Figueroa	March 8, 2023	November 2026
Isela Murillo	Councilmember Virgen	March 8, 2023	November 2026
Ruben Gonzalez	Councilmember Galarza	June 26, 2019	November 2024
Oscar Fonsesca *(Alternate)*	Mayor Hernandez	March 8, 2023	November 2026

COACHELLA PARKS AND RECREATION COMMISSION

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Rosalio Avila (Chair)	Councilmember Galarza	April 26, 2023	November 2024
Robert Antonio Caballero	Councilmember Delgado	April 26, 2023	November 2024
Andrew Gallegos	Mayor Hernandez	April 26, 2023	November 2026
Marcos Granados Jr.(Vice C)	Mayor Pro Tem Virgen	April 26, 2023	November 2026
Karen Hernandez	Councilmember Dr. Figueroa	April 26, 2023	November 2026
J. Carlos Ayala	*Alternate (Mayor Hernandez)*	April 26, 2023	November 2026

CULTURE AND ARTS COMMISSION

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Armando Lerma	Mayor Hernandez	July 26, 2023	November 2024
Clara Nieblas	Mayor Pro Tem Virgen	July 26, 2023	November 2026
Irene N. Rodriguez	Councilmember Delgado	July 26, 2023	November 2024
Juan Ponce Ramos	Councilmember Dr. Figueroa	July 26, 2023	November 2026
Oralia "Yaya" Ortiz	Councilmember Galarza	July 26, 2023	November 2024
Javier Figueroa (Alt.)	Mayor Hernandez	July 26, 2023	November 2024

DISCUSSION/ANALYSIS:

Per the City's Municipal Code Section 2.26.020 Commission Member Appointment process is as follows: ". . . each council member may nominate an individual to serve on each city commission and committee subject to appointment by the mayor, with approval by the city council, at open session of a regular or special city council meeting. " Next steps and options include:

1) vote to elect from the applicants currently on file (attached hereto)
2) choose to establish a new application period to invite additional applicants to apply for the vacant Commissioner and Alternate Commissioner positions and/or
3) provide alternate direction.

Candidates Applications Received Per Commission

Planning Commission *(3 vacancies)*

- Ruben Gonzalez
- Jesus Nunez (Planning/Parks)
- Elizabeth Aguilar
- Diana Ramirez
- Stephanie Ambriz
- Robert Caballero
- Oscar Fonseca
- Jason P. Hernandez
- Eva Lara
- Rosalio Avila (Planning/Parks)

Parks and Recreation Commission *(3 vacancies)*

- Rosalio Avila
- Jesus Nunez

Culture and Arts Commission *(4 vacancies)*

- Armando Lerma
- Irene Rodriguez
- Javier Figueroa
- Oralia Ortiz

FISCAL IMPACT:

None.

Attachments: Applications received (16)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Javier Figueroa

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- ☐ **Planning**
- ☒ **Cultural and Arts**
- ☐ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☐ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☐ **Social Justice & Public Safety**

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

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

   I have served as a Commissioner for a few years and I am familiar with the process.

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

   The Commission works for the citizens of Coachella and I am a citizen that is familiar with the issues in our city.

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

   I feel I have a listening quality and am bilingual in fluent Spanish and English

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

   None

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

   None

Signature Javier Figueroa Date 12/03/2024

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

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

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

cityclerk@coachella.org

(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

RECEIVED
DEC 18 2024

NAME: Oscar Fonseca

ADDRESS: [redacted]

TELEPHONE: [redacted] E-MAIL [redacted]

COMMISSION:

- [x] Planning
- [ ] Cultural and Arts
- [ ] Parks and Recreation
- [ ] Utilities User Tax Citizen Oversight (UUT)
- [ ] Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- [ ] Social Justice & Public Safety

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

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

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

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

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

Signature _____ Date 12/5/24

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Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

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

cityclerk@coachella.org

(Revised 10-30-2023)

City of Coachella
Planning Commission Application

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

Dear City Officials/Selection Committee,

It has been an honor to serve as the City of Coachella's Alternate Planning Commissioner over the past 22 months. During this time, I have gained invaluable insights into the intricacies of our city's development plans, fostering excellent and productive discussions with city staff and community members. My commitment to staying informed and proactive in fulfilling the responsibilities of this role has only deepened my appreciation for the importance of thoughtful planning in shaping our city's future.

As a Career Counselor at California State University, San Bernardino – Palm Desert Campus, I bring over 15 years of experience in building impactful community engagement programs, managing budgets with precision, and connecting young professionals with opportunities in our local industries. My dedication to fostering growth and collaboration in Coachella is evident through my roles with College of the Desert, Big Brothers Big Sisters of the Desert, and as a Co-founder of OneFuture Coachella Valley.

I am deeply invested in making Coachella a gold standard for communities across California. By leveraging my strong relationships with local business, community, and civic leaders, I aim to ensure that our city continues to thrive and lead by example.

With humility and steadfast dedication, I respectfully request your support in appointing me as a Planning Commissioner. I am ready to continue addressing the critical work that lies ahead, advancing initiatives that reflect our shared vision for Coachella's success.

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

The goal must be to find ways to work collaboratively with the other commissioners in the best interests of the residents of the City of Coachella to have a transparent approach to everyday city business. My vision as a commissioner will always be to have honor and commitment to the city's residents that I will serve.

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

The qualification that I can bring to the Commission are as follows:

- Budget Analysis
- Program Development
- Strategic Planning
- Community Engagement
- Connector
- Expert Networker

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

I am more than willing to work with the rest of the commissioners for the benefit of the residents of the City of Coachella.

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

I am interested in further engaging the youth of our community to be even more connected and committed to the planning of our city. We need to find ways to make a more significant personal investment in our city's youth. Scholarships and financial literacy will work, but my vision is to find ways for our families to invest emotionally in our town.

CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

NAME: Ruben R. Gonzalez

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

   I feel that 40 years in the construction business that I can really contribute to the commission.

   I have been a general engineering building contractor Aand an general

   California contractor B. With this experiance I really share my experince with the rest of the commission.

   I have served on the Planning Commission as a Commissioner and Chair.

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

   I feel that as a commissioner you really need to put the needs of the community first.

   Fair representation is priortiy is major.

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

   I have been a long time resident of Coachella and have in business

   as a engineering and general general building contractor.

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

   I have no questions or comments regarding structure or functions.

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

   I will strive to be objective and fair.

Signature

01-06-2025
Date

PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(Revised 04-10-2019)

RECEIVED
Nov 20, 2024

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Stephanie Ambriz

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- [x] **Social Justice & Public Safety**

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

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

My background in environmental justice, community advocacy, and community engagement makes me a qualified candidate. I have experience as an education specialist and have been an active advocate in the Eastern Coachella Valley. I bring a focus on intersectionality, particularly my work supporting disabled individuals, multilingual learners, and communities of color, highlights your ability to bring diverse voices into decision-making processes.

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

To ensure equitable, inclusive, and sustainable action that uplift marginalized voices, improve quality of life, and promote social and environmental justice within the community. This can be achieved through addressing systemic inequities, fostering community collaboration, and promoting incusive practices.

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

I bring a unique combination of lived experience, professional expertise, and a deep commitment to equity, inclusion, and community-driven solutions. My background in advocacy, environmental justice, and accessibility equips me to ensure that underrepresented voices are at the center of decisions that shape our community's future.

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

The Commission should seek to adopt decolonized frameworks to guide policies that challenge traditional, inequitable systems.

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

We should also advocate for a participatory budgeting process to allow residents to directly influence how resources are allocated.

Signature Stephanie Ambriz Date 11/20/2024

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Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

Delia Granados

From: Stephanie Ambriz <[redacted]
Sent: November 20 24 5:30 PM
To: City Clerk
Subject: Commission Application
Attachments: General Commission Applica.pdf

Hi,

I have attached my commission application. Please see the attached file.

Thank you,

Stephanie Ambriz

CITY OF COACHELLA

COMMISSION APPLICATION

RECEIVED
NOV 25 2024
7:53 AM

NAME: Diana Ramirez

ADDRESS: [redacted]

TELEPHONE [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- [ ] **Social Justice & Public Safety**

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

   Please see responses attached to this application.

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

Signature Date

_____

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(Revised 10-30-2023)

PLANNING COMMISSION COMMITTEE
APPLICATION RESPONSES

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

As a resident, community member, and business owner in the City of Coachella, I represent the past, present, and future of our community. I was recently honored to complete a partial term as a Planning Commissioner for 2023-2024, which provided me with valuable insights into the challenges, successes, and opportunities facing our city. Throughout my time in this role, I attended all commission meetings and study sessions, and actively engaged in my duties, as well as in the workshops and events organized by the city. I am eager to complete a full term and continue contributing to the positive work we've started. In addition to my local experience, I have held advisory roles in communities across California, bringing a wealth of experience to the table. With a background in public service and a genuine commitment to giving back to my community, I am passionate about serving and being part of a larger purpose. Lastly, I hold a Master's degree from USC, along with various certifications and a Life and Health insurance license. This diverse experience has equipped me with a deep understanding of the complexities of planning, as well as the advisory needs of organizations, government agencies, and municipalities like ours.

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

The Planning Commission plays a central role in the planning process in three important ways. First, it acts as an advisory board to the City Council on all planning and development issues. Second, the commission assures that the general plan is implemented by reviewing development applications on a case-by-case basis. Third, the commission functions as the decision-making body for housing and commercial project applications for new construction, remodels, conditional use permits, and other. I would continue to help the Planning Commission achieve its goals by ensuring the voice and needs of our city are heard in all decisions and that the livelihood and economic wellbeing of our community are at the forefront.

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

I recently completed a partial term as a Planning Commissioner with the City of Coachella, an experience that allowed me to make a meaningful impact, address complex issues, and offer thoughtful leadership, insights, and recommendations. I am eager to serve a full term and continue the work I began during my previous tenure. With over 20 years of experience in strategic planning, project management, governance, stakeholder engagement, and compliance with federal and state laws, I bring a broad skill set to the table. Additionally, I have expertise in housing, education, development, business, insurance, and healthcare, which further enhances my ability to contribute effectively to the community's growth and development.

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

I do not have questions or comments, however I want to provide commendations to the City staff and commission members for their active role and participation in planning issues. They have done splendid work in being visionary, asking tough questions and tackling difficult community topics and issues.

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

As a member of the Planning Commission, I aim to continue to empower our community by advocating for the best community infrastructure and resources. Lastly, I still recommend for the City of Coachella's website be updated and be more user friendly so that residents, business owners, visitors and investors have the most updated information and we as a community can thrive.

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: JASON P. HERNANDEZ

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- [ ] **Social Justice & Public Safety**

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PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate? I'm excited to seek reappointment to the City Planning Commission! As an electric utility consultant, I have valuable experience that I believe can really benefit our community. Here's how I think I can contribute: 1. Energy Expertise. 2. Sustainability Focus. 3. Infrastructure Planning Experience. 4. Collaboration Skills. 5. Data-Driven Decisions. 6. Innovative Solutions. With these strengths, I'm dedicated to promoting urban development that aligns with energy efficiency and modern utility standards. I look forward to positively impacting our community together!
2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

   The goals and objectives of a Planning Commission are crucial for steering a city toward sustainable growth and development. By focusing on long-term sustainability, social equity, and economic prosperity, we can create a vibrant community for all citizens. While these goals may differ depending on the jurisdiction, the fundamental vision remains the same. I am committed to leveraging my skills and expertise to drive positive change and ensure a f[illegible] future for our city.

3. What special qualities can you bring to the Commission? As the current planning chair and an electric utility consultant, I offer a unique combination of skills and expertise to a city planning commission. Here are key qualities I bring: 1. Strategic Planning & Vision. 2. Utility and Infrastructure Expertise 3. Effective Problem-Solving. 4. Collaboration and Stakeholder Engagement. 5. Sustainability and Resilience Focus. 6. Data-Driven Decisions 7. Innovation for the Future. By leveraging these strengths, I can help guide the city's development to be sustainable, innovative, and inclusive, creating a thriving environment for residents and businesses while ensuring efficient and equitable growth.

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

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

As a member of the planning commission, I can help improve the city's grow strategy as an electric utility consultant. Here's how I can contribute: 1. Growth and Utility Planning. 2. Identifying Critical Infrastructure and Upgrades. 3. Cost Saving Solutions. 4. Community Education. By using my skills, I can help the city build a reliable and sustainable community for today and the future.

Signature Date 12/16/2024

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Coachella, CA 92236

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(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Tuesday, January 7, 2025**
Application must be received by the deadline in order to be considered

NAME: Armando Lerma

ADDRESS: [redacted]

TELEPHONE: [redacted] - [redacted] **E-MAIL:** [redacted]

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

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

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

   I am an artist with more than 20 years experience, ~~and~~ I have a B.A in Fine Arts. I spearheaded the Coachella Walls mural project.

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

   The goals of the commision should be to elevate art and culture in the community.

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

   I know a lot of talented artists and I am familiar with the art world.

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

Not at this time.

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

I ~~hd~~ hope to continue to make art and culture a part of the city of Coachella's identity.

Signature

January 6, 2025

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

cityclerk@coachella.org

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: IreneN. Rodríguez

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- ☐ **Planning**
- ☒ **Cultural and Arts**
- ☐ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☐ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☐ **Social Justice & Public Safety**

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PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

   I have over 16 years of art education and museum experience with an emphasis of community engagement. In addition, I served on the Commission last year, and would like to continue my service. I have a B.A. in Art History and Business Economics and a M.A. in Museum Studies.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals? The Commission's goals and objectives are to bring art to the city created by emerging and well-known artist. Thses artists need to be contacted and/or identifies 1) from the city of Coachella;2) from the Coachella VAlley;, and then, 3) from outside of the area. In addition, the Commision's goal will be creating opportunities for the residents of Coachela to make art.

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

I was raised in Coachella and upon finsing my education, I have made Coachella my home since 2004. Throughout my work experience, one key element is always connecting with the community. This is one quality I will bring to the Commission.

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

Some questions I have for the Commission are: 1) What is the budget for arts and cultural city of Coachella; and 2) does the Commission meeth with City Council and/or Mayor to understand the priorities of the city better?

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

I have enjoyed being on the Commission and learning more about the process and accomplishments of the city. I and wish to continue to serve my city as a Commissioner for the Arts and Cultural.

Signature Irene Rodríguez Date January 6, 2025

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

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

cityclerk@coachella.org

(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Elizabeth Aguilar

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory (**To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
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PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

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

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

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

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

Signature Elizabeth Aguilar Date 1/4/25

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Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

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

I believe I should be appointed to the planning committee because of my deep-rooted passion for building a stronger and more inclusive community and my unique blend of professional experiences, education, and ongoing personal development. Having worked closely with underserved populations through John Muir Charter School (continuation high school; students age 18-25), I've seen firsthand how access to thoughtful planning and resources can transform lives. This experience has given me a strong sense of responsibility to contribute to shaping a city where every resident feels supported and heard.

One of my proudest achievements has been connecting underserved populations to important resources such as healthcare, immigration support, and job training through collaborative partnerships with local organizations. This has not only strengthened my understanding of community needs but also reinforced my belief in the power of equitable urban development. Academically, my bachelor's degree from UC Riverside and current pursuit of a GIS certificate reflect my commitment to equipping myself with the tools needed to make data-driven decisions. I'm excited about the opportunity to bring these skills into practice, especially as GIS plays a critical role in identifying patterns and creating efficient, sustainable urban spaces.

Born and raised in Coachella, I have admired the progress of Coachella's rich potential. Joining the planning committee would be a meaningful way for me to give back and ensure that Coachella continues to grow in a way that benefits all its residents. My ability to communicate effectively, navigate complex challenges,

and bring people together makes me confident in my ability to contribute to this role.

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

I see the goals and objectives of the planning commission as fostering responsible urban development, ensuring equitable access to resources and services, and maintaining a balance between growth and sustainability. The commission plays a role in shaping the community by addressing housing, transportation, land use, and public spaces. Its work must reflect the needs of all residents while prioritizing inclusivity, environmental stewardship, and economic vitality.

To help achieve these objectives, I would draw on my experience in community engagement, education, and resource coordination. At John Muir Charter School, I've worked to connect underserved populations to essential resources by fostering partnerships with local organizations. This ability to understand and address diverse community needs would allow me to contribute meaningfully to inclusive planning decisions. Additionally, I am eager to bring my growing expertise in GIS to the commission. GIS tools enable data-driven analysis that can inform sustainable development, such as identifying areas that need improvement with accessibility in public resources. By integrating these insights into decision-making, we can create a city that grows responsibly while preserving its environmental assets.

Collaboration is key to achieving these goals. My ability to engage with stakeholders from various backgrounds, communicate effectively, and prioritize shared objectives ensures that I can help the commission create an inclusive and sustainable community for all residents.

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

I bring a unique combination of skills, experiences, and perspectives that would contribute to the commission's work. One of my key strengths is my ability to foster collaboration across diverse groups, a quality I've honed through my work at John Muir Charter School, where I facilitated partnerships between the school and local community organizations. I'm adept at navigating different interests and building bridges to ensure all voices are heard, especially those of underserved populations.

Additionally, my background in international engagement with the World Federation of United Nations Associations (WFUNA) has provided me with a broader perspective on global development, diplomacy, and the importance of inclusive decision-making. While at WFUNA, I helped organize youth events and coordinated with a variety of international stakeholders, which sharpened my ability to work in diverse, multicultural environments. This experience has made me value considering different viewpoints and integrating a wide range of ideas to inform decision-making, especially in complex planning contexts. I am also committed to learning and self-improvement, currently pursuing a GIS certificate to strengthen my analytical and data-driven approach to planning. I see GIS as an important tool for informed, sustainable urban development, and I'm excited to integrate this knowledge into the commission's work.

These qualities, collaboration, a global mindset, and a passion for learning and sustainability, are what I would bring to the commission, ensuring that decisions are inclusive, data-informed, and focused on creating a thriving community for all.

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

One question I have is about the commission's process for engaging the community, especially underrepresented groups, during the planning and decision-making stages. How does the commission ensure that all voices are heard and that diverse perspectives are incorporated into planning proposals?

Also, I'd be interested to learn more about how the commission integrates new technologies and data tools, like GIS, into its decision-making processes. Given my interest in using GIS for urban planning, I'd love to understand how such tools are currently being utilized or if there are opportunities for incorporating them further.

Lastly, I'm curious about the commission's approach to sustainability and how it is prioritized in long-term planning. Are there specific sustainability goals or initiatives the commission is focusing on that I could potentially contribute to with my background in environmental science and community outreach?

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

As a member of the Planning Commission, I believe I can bring a unique and valuable perspective to benefit the City of Coachella. My background in community engagement, education, and resource coordination will allow me to help ensure that planning decisions are inclusive and reflect the needs of all residents, particularly those from underserved communities. I am committed to creating spaces where everyone's voice is heard, and I would work to build stronger connections between the commission and local organizations, ensuring that planning efforts align with the community's needs.

Furthermore, my ongoing pursuit of a GIS certificate and my interest for sustainable urban development position me to contribute meaningfully to long-term planning initiatives. I am excited to use GIS tools to inform decisions, improve resource distribution, and ensure that growth happens in a way that respects the environment and promotes sustainability.

Additionally, my experience in international collaboration with the World Federation of United Nations Associations has broadened my understanding of how different regions tackle urban planning challenges. This global perspective will allow me to approach local issues with creative solutions and the ability to think beyond the immediate context, considering broader trends in development and sustainability.

Ultimately, I believe my combination of local community work, international experience, and commitment to continuous learning can help ensure that Coachella's growth is thoughtful, inclusive, and sustainable for years to come.

CITY OF COACHELLA

CULTURAL AND ARTS COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **January 7, 2025** Application must be received by the deadline in order to be considered

NAME: Oralia "Yaya" Ortiz

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

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

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

   Since 2009 I have worked dilengenlty to bring art programs & venues to the community of Coachellla.
   Beginning with the Shadly Lane Mural, Synergy Music & Arts Festival, Women Rising, Arte De Barrio etc.
   Currently, a art & music center that would benefit at-risk youth and the community at large.

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

   Goals & Objectives of an Arts Commission should always have the community in mind, to be objective and fair
   to every artist that submit RFP's and ideas. Art installations should also reflect the
   community it's serving .

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

   I believe art in an intergal part of every community. It brings vitality, socail engagement,
   inspires local culture of creative thinkers. I will continue that these values are instilled
   in every potential art project that is submitted.

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

   I would like to see the arts commission to include funding for programs and venues.

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

   I will stirve for fairness to assure every artist has an opportunity to submit art work that reflects our community.

   That funds be distrubutied fairly so eveyone has an opportunity to showcase their art work.

Oralia Ortiz
Signature

12/03/2024
Date

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

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Delia Granados, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

dgranados@coachella.org

(Revised 02-10-2021)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Robert Caballero

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- [ ] **Social Justice & Public Safety**

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

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

As a local realtor and Community advocate, I understand housing trends, zoning laws, development challenges in Coachella. My experience with buyers, sellers, and investors, combined with my service on Parks and Rec Commission, equips me to contribute.

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

The Planning Commission aims to guide responsible growth, address housing needs and improve infrastructure. I'll advocate for balanced development, sustainable projects and increased housing accessibility

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

I bring real estate expertise, strong negotiation skills, and a deep connection to the community. I'm a clear communicator, a forward thinker, and commited to bridging the gap between residents and city leadership.

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

I'd like to understand how the commission collaborates with other departments and ongoing efforts to increase affordable housing options in Coachella.

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

I prioritize transparency, advocate for sustainable development, and use my network to educate residents on the City Planning. My goal is to help create a thriving and inclusive Coachella for the future.

Signature [signature] Date 1/2/25

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

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

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

cityclerk@coachella.org

(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Eva Lara

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- [ ] **Social Justice & Public Safety**

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

   I have 3 years of Planning experience at the City level, from two distinct agencies. I have prepared and presented projects/reports to Planning Commission and City Council. As a former planner at the City of Coachella, I believe I should be appointed to bring a professional perspective to the newly elected Commission.

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

   My goals and objectives for the Planning Commission are to guide the community's future development by creating and implementing a comprehensive plan, advsing the governing body, and by providing sustainable growth, along with community character and public well-being.

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

I have 3 years of City Planning experience. As a former planner for the City of Coachella, I would like to engage in the Planning role from a different perspective, helping shape our community from a proffesional outlook.

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

My experience as a current planner has allowed me to understand the structure and function of the Planning Commission.

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

I believe both my experience as a planner and my love for the community allow me to - as a elected commissioner - work solely towards the betterment of our community. I have called Coachella home since I was 10 years old and my dedication for the well-being and evolvement of the community is immense. I love to work with the latino community because I see my hard working parents in them. I would like to contribute in elevating Coachella to another level because I see the potential.

Signature [illegible] Date 1/5/25

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

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Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Rosalio Avila

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- ☐ **Planning**
- ☐ **Cultural and Arts**
- ☒ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☐ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☐ **Social Justice & Public Safety**

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PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I been in parks & Recs since 2021 and was the Chairman for 2024 I am very involve in our parks since both my Kids Play Soccer I am in the parks 4-5 days out of the week I ask parents and coaches in what we can improve in our parks to make them better and safer for our Youth. This is a reason I qualify for our Parks & Rec commission.

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

Since I been the Commissioner for Parks & Recs I have an understanding of what our Goals & Objectives are and I can say I been one of the commissioners that's more involve when it comes to the parks and I get to see what improvements we need to work on and relay concerns to our commission and Co[illegible]rk on our residents' concerns to improve our parks and this is a reason I am also applying for our Planning Commision to be more involve in my City that i want to see grow.

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

Being part of the parks and Recs Commission has shown me how our city works how much of an impact we make when listening to our Residents on the improvements that need to be made. My skills to reach out to our residents can be a great addition to the commission

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

N/A

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

I have a business here in Coachella since 2011 and I understand how improvements to our city brings tourism into our city that help's our businesses grow and tourist to shop at Coachella and hoping to one day Tourist to STAY IN COACHELLA!

Signature Date 1/7/2025

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Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Rosalio Avila

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
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PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

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

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

Being part of the parks and Recs Commission has shown me how our city works how much of an impact we make when listening to our Residents on the improvements that need to be made. My skills to reach out to our residents can be a great addition to the commission

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

N/A

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

I have a business here in Coachella since 2011 and I understand how improvements to our city brings tourism into our city that help's our businesses grow and tourist to shop at Coachella and hoping to one day Tourist to STAY IN COACHELLA!

Signature **Date** 1/7/2025

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Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Jesus Nunez

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [x] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
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Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I bring valuable experience working with Recreation Districts and School Districts as a Pool Manager, Aquatic Coordinator Assistant, and Swim Coach. I am passionate about fostering development and improvement, as seen in my dedication to enhancing my swim team. My background equips me with the leadership and organizational skills to make meaningful contributions to the Commission.

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

I believe the Commission's goals include ensuring resources are allocated effectively to benefit the community. With my insight into local needs, I can advocate for projects that enhance wellness and provide long-term benefits. My experience allows me to identify opportunities for improvement.

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

I excel at creative problem-solving and strive to find solutions that work for everyone. Growing up in a less affluent area and graduating from a university where I served as an Executive Board Member for the CSUF Real Estate Association and an Ambassador for the Association of Commercial Real Estate Orange County exposed me to more affluent industries and how they operate. This unique perspective allows me to bridge diverse experiences and bring innovative ideas to the Commission, ensuring inclusive and effective decision-making.

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

I am eager to learn more about the Commission's structure and functions, as I know it plays a key role in shaping decisions for the community.

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

I aim to engage residents from diverse backgrounds in promoting wellness and healthier lifestyles. As a person of integrity, I hope to inspire trust and contribute to Coachella's continued growth.

Signature Date 01/07/2025

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Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Delia Granados, Deputy City Clerk

SUBJECT: Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

STAFF RECOMMENDATION:

Appoint the members of Council to the various intergovernmental organizations, associations and City subcommittees.

BACKGROUND:

The City Council Members represent the City on various intergovernmental agencies and associations that consider policy and legislation, which directly impacts the City. In addition, Council Members serve on City subcommittees (ad hoc and standing) and as liaisons to several entities. In compliance with the requirements of the Maddy Act, Government Code 54972, the attached local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

Also, attached is a completed Fair Political Practices Commission (FPPC) form 806, which has been posted to the City's website. This form is required pursuant to FPPC Regulation 18705.5. Each agency must post on its website Form 806, which lists all the paid appointed positions to which an official will vote to appoint themselves. This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional income of $250 or more in a 12-month period.

The Mayor will be identifying Council appointments to these Committees.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

Attachments: Appointments List
FPPC Form 806

CITY OF COACHELLA

ELECTED/APPOINTED OFFICIALS, BOARDS, COMMITTEES AND COMMISSIONS
LOCAL APPOINTMENTS LIST

CALENDAR YEAR 2025 DRAFT

ELECTED OFFICIALS

City Council Meetings are held on the second and fourth Wednesday of each month in the Council Chamber of City Hall, beginning at 6:00 p.m.

ELECTED OFFICIALS		TERM EXPIRES
Mayor	Steven Hernandez	November 2026
Mayor Pro Tem	Denise Delgado	November 2028
Councilmember	Stephanie Virgen	November 2026
Councilmember	Dr. Frank Figueroa	November 2026
Councilmember	Yadira Perez	November 2028
City Clerk	Angela M. Zepeda	November 2028
City Treasurer	Mayra Perez	November 2028

APPOINTED OFFICIALS

City Manager	Gabriel D. Martin, PhD
City Attorney	Carlos Campos

In compliance with the requirements of the Maddy Act, Government Code 54972, the following local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

COACHELLA PLANNING COMMISSION – *(Meets on the first and third Wednesday of each month at 6:00 p.m. at the Coachella Council Chambers of City Hall located at 1515 Sixth Street, Coachella.)*

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

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Diana Ramirez	Councilmember Delgado	March 8, 2023	November 2024
Jason Hernandez	Mayor Pro-Tem Galarza	March 8, 2023	November 2024
Yurema Arvizu	Councilmember Figueroa	March 8, 2023	November 2026
Isela Murillo	Councilmember Virgen	March 8, 2023	November 2026
Ruben Gonzalez	Councilmember Galarza	June 26, 2019	November 2024
Oscar Fonsesca *(Alternate)*	Mayor Hernandez	March 8, 2023	November 2026

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY (HEALTH AND SAFETY CODE SECTION 34179-34181): – *(Meetings held as needed.)*

The Oversight Board was created pursuant to California State law that dissolved the Coachella Redevelopment Agency, along with all 400 redevelopment agencies in California, on February 1, 2012. That law, known as AB X1 26, required the City of Coachella, as the successor agency to the Coachella Redevelopment Agency, to create a new Oversight Board to oversee certain fiscal management of former Agency funds and assets.

Oversight Boards direct the staff of the Successor Agency, have fiduciary responsibilities to holders of enforceable obligations, approves actions of the Successor Agency and establishes the Recognized Payment Obligation Payment Schedule. It takes a majority of the Oversight Board to constitute a quorum and to vote to take action.

The California Redevelopment Dissolution Laws mandated the dissolution of the 25 existing Oversight Boards within the County of Riverside and the creation of a single Consolidated Oversight Board overseeing all 25 successor agencies within the County commencing on **July 1, 2018.**

QUALIFICATIONS	APPOINTEE	ORIGINAL APPOINTMENT	TERM EXPIRES
Authority to represent the Successor Agency before the Countywide Oversight Board, the Riverside County Auditor-Controller, the State Controller, the California Department of Finance, or any other public body with regards to the Successor Agency business with the Countywide Oversight Board.	Gabriel Martin City Manager	December 8, 2021	Open

COACHELLA PARKS AND RECREATION COMMISSION – *(Meets on the third Tuesday of each month at 4:30 p.m. in the upstairs conference room at the Coachella Council Chambers of City Hall located at 1515 Sixth Street, Coachella.)*

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

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Rosalio Avila (Chair)	Councilmember Galarza	April 26, 2023	November 2024
Robert Antonio Caballero	Councilmember Delgado	April 26, 2023	November 2024
Andrew Gallegos	Mayor Hernandez	April 26, 2023	November 2026
Marcos Granados Jr.(Vice C)	Mayor Pro Tem Virgen	April 26, 2023	November 2026
Karen Hernandez *(Vacant)*	Councilmember Dr. Figueroa	April 26, 2023	November 2026
J. Carlos Ayala	*Alternate (Mayor Hernandez)*	April 26, 2023	November 2026

CULTURE AND ARTS COMMISSION – *(Meeting dates and times for this new Commission have not yet been established. Meetings will be held at the Corporate Yard located at 53-462 Enterprise Way, Coachella.)*

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

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Armando Lerma	Mayor Hernandez	July 26, 2023	November 2024
Clara Nieblas	Mayor Pro Tem Virgen	July 26, 2023	November 2026
Irene N. Rodriguez	Councilmember Delgado	July 26, 2023	November 2024
Juan Ponce Ramos	Councilmember Dr. Figueroa	July 26, 2023	November 2026
Oralia "Yaya" Ortiz	Councilmember Galarza	July 26, 2023	November 2024
Javier Figueroa (Alt.)	Mayor Hernandez	July 26, 2023	November 2024

YOUTH ADVISORY COMMISSION – *(Meeting dates and times for this new Commission have not yet been established. Meetings will be held at the Coachella Civic Center located at 53-990 Enterprise Way, Coachella.)*

The Youth Advisory Commission shall consist of ten regular members. All members of the commission must live within the City of Coachella and be enrolled in high school. The term of a commissioner is one year from August to June; mirroring the local school district's school year. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Christian Fausto (Chair)	Full Council	September 25, 2024	June 2025
Alejandro Cobos (Vice Chair)	Full Council	September 25, 2024	June 2025
Izabella Nunez (Secretary)	Full Council	September 25, 2024	June 2025
Jade Arguelles	Full Council	September 25, 2024	June 2025
Briana Lara-Saldivar	Full Council	September 25, 2024	June 2025
Ivan Mendez-Perez	Full Council	September 25, 2024	June 2025
Sehwa Meza	Full Council	September 25, 2024	June 2025
Libni H. Valle	Full Council	September 25, 2024	June 2025

COUNCIL SUB-COMMITTEES

Building/Code Enforcement/Public Safety Sub-Committee – *(Meetings called as needed)*

Neftali Galarza, Councilmember
Dr. Frank Figueroa, Councilmember
City Manager
Development Services Director

City Engineer
Police Chief
Battalion Chief
Finance Director
Permit Technician *(Support Staff)*
Code Enforcement

Economic Development/Planning Sub-Committee – *(Meetings held on the 1st Thursday of each month at 5:00 p.m. in the Council Chambers of City Hall located at 1515 Sixth Street, Coachella)*

Steven Hernandez, Mayor – Chair
Stephanie Virgen, Mayor Pro Tem
City Manager
Development Services Director
Economic Development Director
Finance Director

Senior Citizens Advisory Sub-Committee – *(Meetings called as needed, if held, on the 3rd Wednesday of the month at 1:00 p.m.)*

Neftali Galarza, Councilmember
Dr. Frank Figueroa, Councilmember
Public Works Director
Senior Center Coordinator *(Support Staff)*

Engineering/Public Works/Water-Sewer Sub-Committee – *(Meetings called as needed.)*

Steven Hernandez, Mayor
Denise Delgado, Councilmember
City Manager
Development Services Director
Economic Development Manager
Finance Director
Utilities Department Assistant *(Support Staff)*

Sister City Sub-Committee – *(Meetings called as needed.)*

Steven Hernandez, Mayor
Neftali Galarza, Councilmember
City Manager
Economic Development Manager

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS – *Dark during the months of March, July, August, October and December**

Executive Committee – *(Meetings held on last Monday* at 4:30 p.m.)*

Steven Hernandez, Mayor, Member
Neftali Galarza, Councilmember, Alternate

City Manager, Staff

CVAG COMMITTEES – *(Continued)*

Transportation Committee (TC) – *(Meetings held on 1st Monday* at 10:00 a.m.)*

Steven Hernandez, Mayor, Member
Neftali Galarza, Councilmember, Alternate
City Engineer, Staff

Homelessness Committee – *(Meetings held on 3rd Wednesday* at 10:00 a.m.)*

Denise Delgado, Councilmember, Member
Dr. Frank Figueroa, Councilmember, Alternate
Economic Development Manager, Staff
Development Services Director, Staff, Alternate

Energy/Environmental Resources – *(Meetings held on 2nd Thursday of each month at 12:00 noon)*

Stephanie Virgen, Mayor Pro Tem, Member
Neftali Galarza, Councilmember, Alternate
Assistant to the City Manager, Staff

Public Safety – *(Meetings held on 2nd Monday* at 9:00 a.m.)*

Dr. Frank Figueroa, Councilmember
Denise Delgado, Councilmember
City Manager, Staff
Police Chief
Battalion Chief

Technical Planning Sub-Committee – *(Meetings held on 3rd Tuesday* at 11:00 a.m.)*

Development Services Director, Staff
Senior Planner, Staff, Alternate

Transportation Technical Advisory Sub-Committee – *(Meetings held on 4th Monday* at 10:00 a.m.)*

City Engineer, Staff
Public Works Director, Staff, Alternate

Solid Waste and Recycling Technical Working Group – *(Meetings are held quarterly on 2nd Monday at 3:00 p.m.)*

Public Works Director, Staff
Environmental/Regulatory Program Manager, Staff, Alternate

JPA/ Coachella Valley Conservation Commission (CVCC) – *(Meetings held on 2nd Thursday of each month at 11:00 a.m.) Dark each March, August, October and December.*

Steven Hernandez, Mayor, Member
Dr. Frank Figueroa, Councilmember, Alternate

SUNLINE TRANSIT AGENCY – *(Meetings are held on 4th Wednesday of each month at noon in the Board Room, 32505 Harry Oliver Trail, Thousand Palms)*

Denise Delgado, Councilmember, Member
Dr. Frank Figueroa, Councilmember, Alternate

COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT BOARD – *(Meetings are held every 2nd Tuesday of each month at 6:00 p.m. at the District's Ben Laflin Administration Building, 43-420 Trader Place, Indio. Trustees are appointed for a fixed term of either two (2) or four (4) years,*

Dr. Frank Figueroa, Councilmember (Term Expires January 2024)
Public Works Director, Staff

PALM SPRINGS INTERNATIONAL AIRPORT COMMISSION – *(Meetings held on 3rd Wednesday of each month at 5:30 p.m. The City representative(s) may be council members, community members or staff.)*

Economic Development Director/Manager
Denise Delgado, Councilmember, Member (Term Expires June 30, 2024

RIVERSIDE COUNTY TRANSPORTATION COMMISSION – *(**Executive** Meetings are held at **9:00 a.m.** on the **2nd Wednesday** of each month; and the **Budget and Implementation** meetings are held at **9:30 a.m.** on the **4th Monday** of each month at the County of Riverside Administrative Center, 4080 Lemon Street, Riverside. Video teleconferencing is available from La Quinta City Hall.*

Steven Hernandez, Mayor, Member – ***Executive***
Stephanie Virgen, Mayor Pro Tem, Member – ***Budget and Implementation***
City Engineer, Staff, TAC Member
Public Works Director, Staff, TAC Alternate

PUBLIC ENTITIES RISK MANAGEMENT AUTHORITY (PERMA) – (Meetings at the DoubleTree Resort 67-967 Vista Chino, Cathedral City. Held quarterly, 1st Thursday of last month of each quarter.)

Human Resources Manager, Staff, Member
Finance Director, Staff, Alternate

ABANDONED VEHICLE AUTHORITY – *(Meetings held quarterly. Date and location for next meeting are announced at each meeting. Locations hosted by different cities.)*

Finance Director, Member
Code Compliance Manager, Alternate

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – *Three assignments: 1)* ***Community, Economic and Human Development Committee*** *(CEHD) – (Meetings are held from 10 a.m. – 12:00 noon, followed by the 2)* ***Regional Council*** *(RC) from 12:15 – 2:00 p.m.) on the first Thursday of each month; and 3)* ***Legislative/Communications and Membership Committee*** *(LCMC) meets from 8:30 a.m. – 10:00 a.m. on the 3rd Tuesday of each month in Los Angeles at 818 W. 7th Street, 12th Floor; contact number is 213-236-1800).*

Denise Delgado, Councilmember, Member

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – ***General Assembly*** *– (Meetings are held At least once every year (usually in April or May).*

Denise Delgado, Councilmember, Voting Delegate

COACHELLA/INDIO WASTE TRANSFER STATION JOINT POWERS AUTHORITY – *(Meetings held at* ***as needed****, at Coachella City Hall located at 1515 Sixth Street, Coachella.)*

Steve Hernandez, Mayor, Board Member
Dr. Frank Figueroa, Councilmember, Alternate
Public Works Director, Staff

WASTE MANAGEMENT CONTRACT AMENDMENT - AD HOC COMMITTEE – *(Held* ***as needed****.)*

Stephanie Virgen, Mayor Pro Tem
Steven Hernandez, Mayor

NPDES TASK FORCE – *(Meetings held first Wednesday of each month at 10 a.m.)*

Environmental/Regulatory Program Manager, Member
Sanitary Superintendent, Member

CHAMBER OF COMMERCE LIAISON – *(Meetings held* ***as needed****)*

Neftali Galarza, Councilmember
Dr. Frank Figueroa, Councilmember
Assistant to the City Manager, Staff
Executive Assistant, Staff

JOINT WATER POLICY ADVISORY COMMITTEE MEETING – ***(As needed*** *at CVWD'S Coachella office, 85-995 Avenue 52, Coachella, Rummonds Training Room.)*

Steven Hernandez, Mayor, Member
Dr. Frank Figueroa, Councilmember, Alternate
Utilities Manager, Staff

COACHELLA VALLEY ANIMAL CAMPUS COMMISSION – *(Meetings held on 1st Thursday, every two months at 9:30 a.m. at the Coachella Valley Animal Campus, 72-050 Pet Land Place, Thousand Palms, CA 92276*

Denise Delgado, Councilmember, Member
Dr. Frank Figueroa, Alternate
City Manager, Staff

COACHELLA VALLEY ENERGY COMMISSION – *(Meetings held at 4:00 p.m. on the second Thursday of each month. Meetings may be held at the IID Boardroom at its La Quinta Headquarters, 81-600 Avenue 58 La Quinta, or rotating at member agency locations. Commission members are appointed for one-year terms with no term limits, and must reside within the IID boundary area for the Coachella Valley. (New for 2021)*

Stephanie Virgen, Mayor Pro Tem, Member (Term Expires December 2024)

UTILITY USERS CITIZENS OVERSIGHT COMMITTEE – *(Meetings held at [time] on the [day] of each month. Meetings will be held at [location and address]*

Member
Staff

COACHELLA VALLEY MOUNTAINS CONSERVANCY – *(Meetings held at 3:00 p.m. on the 2nd Monday of January, March, May, July, September and November at Conference Room 115, 73-710 Fred Waring Drive, Palm Desert. Terms are for 2-years. Appointees must be either the Mayor or a Councilmember.)*

Denise Delgado, Councilmember, Member (Term Expires December 2024 – 2-year term)
Dr. Frank Figueroa, Councilmember, Alternate
Development Services Director, Staff, non-member

VISIT GREATER PALM SPRINGS JOINT POWERS AUTHORITY – *(Six (6) Meetings are held yearly on Fridays, 8:00 am to 10:30 am. [Locations and Dates TBD]*

Dr. Frank Figueroa, Member
Alternate: TBD

Agency Report of: Public Official Appointments

A Public Document

California Form 806

For Official Use Only

1. Agency Name

City of Coachella

Division, Department, or Region *(If Applicable)*

City Council

Designated Agency Contact *(Name, Title)*

Delia Granados, Deputy City Clerk

Area Code/Phone Number: (760) 398-3502

E-mail: dgranados@coachella.org

Page 1 of 3

Date Posted: 1/16/2025 *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Executive Committee	Name: Hernandez, Steven (Last, First) Alternate, if any: Galarza, Neftali (Last, First)	Appt Date: Length of Term: 1 Year	Per Meeting: $ 125 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Association of Governments (CVAG) Transportation Committee	Name: Delgado, Denise (Last, First) Alternate, if any: Galarza, Neftali (Last, First)	Appt Date: Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Association of Governments (CVAG) Homelessness	Name: Delgado, Denise (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	Appt Date: Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Association of Governments (CVAG) Energy Environmental Resource Committee	Name: Virgen, Stephanie (Last, First) Alternate, if any: Galarza, Neftali (Last, First)	Appt Date: Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)
	Delia Granados	Deputy City Clerk	1/16/2025

Comment:

Print

Agency Report of: Public Official Appointments Continuation Sheet

California Form 806

A Public Document

1. Agency Name

City of Coachella

Date Posted: 1/16/2025 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Public Safety Committee	Name: Figueroa, Frank (Last, First) Alternate, if any: Delgado, Denise (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Conservation Commission (CVCC)	Name: Hernandez, Steven (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Sunline Transit Agency 1) Board 2) Finance Committee 3) Taxi Committee 4) Chairman Executive Committee ($50x1)	Name: Delgado, Denise (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 25 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella Valley Mosquito & Vector Control District Board	Name: Figueroa, Frank (Last, First) Alternate, if any: (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 100 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Riverside County Transportation Commission (RCTC)	Name: Hernandez, Steven (Last, First) Alternate, if any: Virgen, Stephanie (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 120 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Coachella/Indio Transfer Joint Powers Authority	Name: Hernandez, Steven (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 50 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

Print

Agency Report of: Public Official Appointments Continuation Sheet

California Form 806

A Public Document

1. Agency Name

City of Coachella

Date Posted: 1/16/2025 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Mountains Conservancy	Name: Delgado, Denise (Last, First) Alternate, if any: Figueroa, Frank (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 75 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Southern California Association of Governments General Assembly	Name: Delgado, Denise (Last, First) Alternate, if any: (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 120 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ■ $1,001-$2,000 ☐ Other
Palm Springs International Airport Commission	Name: Delgado, Denise (Last, First) Alternate, if any: (Last, First)	Appt Date: 1/24/2024 Length of Term: 1 Year	Per Meeting: $ 75 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: (Last, First) Alternate, if any: (Last, First)	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: (Last, First) Alternate, if any: (Last, First)	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: (Last, First) Alternate, if any: (Last, First)	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

Print

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Amend the Façade Improvement Grant Program Guidelines to Allow Interior Improvement Investments to Count as Leveraging for the Exterior Improvements

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STAFF RECOMMENDATION:

Staff recommends that the City Council considers amending the Façade Improvement Grant Program Guidelines to allow interior improvement investments to count as leveraging for the exterior improvements.

BACKGROUND:

The Commercial Façade Improvement Grant Program ("Program") is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo Area and the segments of Cesar Chavez Street between Sixth Street and Avenue 52 and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard. The long-term objective is to upgrade the Downtown Pueblo Viejo Area by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the properties. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

DISCUSSION/ANALYSIS:

Amending the Façade Improvement Program Guidelines to allow interior improvement investments to count as leveraging for the exterior improvements might remove a barrier to participation and allow more business owners to participate in the program.

FISCAL IMPACT

This amendment will not have additional fiscal impact.

ALTERNATIVES

1. Amend the Façade Improvement Grant Program Guidelines to Allow Interior Improvement Investments to Count as Leveraging for the Exterior Improvements

2. Do not approve the recommendation to amend the guidelines.

ATTACHMENTS:

1. Commercial Corridor Façade Improvement Grant Program Guidelines (Revised)

CITY OF COACHELLA

ECONOMIC DEVELOPMENT DEPARTMENT

COMMERCIAL CORRIDOR FAÇADE IMPROVEMENT GRANT PROGRAM GUIDELINES

Commercial Corridor Façade Improvement Grant Program Guidelines

1. PROGRAM OVERVIEW

The Commercial Façade Improvement Grant Program ("Program") is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo District and the segments of Cesar Chavez Street between Avenue 52 and Sixth Street *and* Sixth Street between Cesar Chavez Street and Grapefruit Boulevard.

The Program offers two types of façade improvement grants, as well as up to a maximum of ten hours of architectural fees or five hours of design assistance to help cover design costs. The Program runs concurrent to the City's fiscal year schedule (July 1 – June 30). The Program features open enrollment; applications shall be considered on a first-come, first-served basis.

The long-term objective is to upgrade the Downtown Pueblo Viejo District and the segments of Cesar Chavez Street between Avenue 52 and Sixth Street *and* Sixth Street between Cesar Chavez Street and Grapefruit Boulevard, by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the property. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

The City reserves the right to audit, inspect, and ensure compliance with these guidelines at any time.

2. PROGRAM COMPONENTS

A. Architectural Design or Design Assistance

The City will provide architectural design services to approved applicants, up to a maximum of ten hours, for exterior commercial building façade improvements. The City will also reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five hours. The City may require repayment of design assistance costs if the project does not commence within six months of receiving design services.

B. Façade Improvement Grants

i. Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars ($5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.

ii. Matching Grant – This grant will provide a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of One Hundred Thousand dollars ($100,000) The total cost of the improvement work must be more than Five Thousand dollars ($5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.

Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance. All improvements completed through the Façade Improvement Program are "public work" as that term is used in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvements. Use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages, and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Participants in the program are responsible for ensuring that the improvements are in compliance with the Prevailing Wage Law.

If payments directly to contractor:Grant awards will be paid directly to the selected qualified contractor.*** ***If reimbursement***: Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after City deems the project complete, and upon the submission of invoices and proof of payment and subject to approval of those invoices and proofs of payment by City staff.

This program is primarily geared toward commercial property owners. However, business owners who have long-term leases (five or more years) wishing to participate in the Façade Improvement Program may also apply. Applications for business owners will be reviewed on a case-by-case basis.

If any portion of the grant funds is misused, the grantee agrees to repay the full amount of the grant.

C. Fee Exemption

Applicants for this program are exempt from planning and building permit fees by the City Manager, who is authorized to waive City fees associated with this program. This fee exemption does not apply to fees mandated by the State of California including, but not limited to, the Strong Motion Instrument program fee and the California Green Building fees. The City Manager may revoke the fee exemption if the grantee fails to meet program requirements or deadlines.

3. ELIGIBILITY

D. Eligible Applicants/Areas

Owners or long term tenants* of commercially zoned property located within one of the following areas are eligible to apply for assistance:

- **Cesar Chavez Street between Avenue 52 and Sixth Street**
- **Sixth Street between Cesar Chavez Street and Grapefruit Boulevard**

**Tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) must have the property owner's written consent before any improvements are made. In addition, the grant application must be signed by the property owner.*

E. Eligible Types of Improvements

All improvements shall conform to City Building Codes, Zoning Ordinance, and applicable Design Guidelines. Eligible improvements include, but are not limited to:

- Removal of old signs, awnings and other exterior clutter
- Exterior painting
- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Installation of new entry doors that meet ADA accessibility requirements
- Installation of display windows
- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping
- Exterior mandatory Title 24 upgrades
- Construction of outdoor dining or gathering spaces
- Awnings and Canopies: Installation of permanent awnings and canopies.
- Exterior Walls: Repair, restore or rebuild vertical or parapet walls, including cleaning, sealing, tuckpointing, patching, painting or replacement of siding or masonry.
- Exterior Building Materials: Removal of exterior building materials on the façade that are not original or are in excess to the building.
- Exterior Doors: Repair, restore, replace, and install doors and hardware used to provide public access.
- Exterior Windows: Install, replace or repair windows, frames, sills, glazing or glass.
- Shutters: Repair, restoration, replacement or addition of exterior shutters, where they relate to exterior windows.
- Gutters and Downspouts: Install, replace or repair gutters and downspouts.
- Stairs, Sidewalks, Porches, Porticos, Railings or Colonnades: Repair, replace or install these exterior elements where they affect access to the building.

F. Other Eligibility Criteria

- Owners and/or tenants of commercial properties in a Program Eligibility Area that meet the Small Business Administration (SBA) definition for a small business in their unique North American Industry Classification (NAICS) codes.

- Non-profit organizations, as defined by Section 501(c) of the Internal Revenue Code, will also be eligible.

- Owners and/or tenants of commercial properties in a Program Eligibility Area.
  - ✓ Tenant must receive approval from property owner.
  - ✓ Owner must have owned the building prior to January 1, 2021.
  - ✓ Tenant must have been in business at the location prior to January 1, 2021.

- Property must currently be in compliance with all Zoning and Unified Development Code requirements or commit to complying prior to completion of the proposed project.

- Applicant and/or property owners must be current on all City property taxes.
- No City liens against applicant and/or property owner.
- Property and all proposed improvements must face and be visible from the public right-of-way.
- Ability to meet program insurance requirements.

G. Additional Improvements - Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis by the Economic Development Director and Development Services Director.

H. Ineligible Applicants

- Franchisors (local or non-local)
- Gambling/Gaming Businesses
- Sexually oriented Businesses
- Payday or Auto Loan Providers
- Liquor Stores
- Tobacco, CBD, and Vape Stores
- Government-owned and/or occupied buildings
- Any business in which a city employee or elected official has a financial interest, as defined in the City's Ethics Code

I. Ineligible Contractors. Applicant(s) shall not award any contract for work, to any contractor who does not have a valid state contractor's license, cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, or is a family member of applicant.

4. GRANT PROCESS

A. Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Development Services Director prior to being accepted into the program.

B. Informational Meeting. Applicants will meet with representatives from Planning & Building to review the entitlement process and building permit process and to answer any questions that the businesses may have.

C. City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.

D. The Economic Development and Planning Sub-Committee will consider request and select grant awardees. Selection preference will be provided to projects which significantly revitalize and beautify the Cesar Chavez Street corridor between Avenue 52

and Sixth Street AND Sixth Street between Cesar Chavez Street and Grapefruit Boulevard.

E. Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.

F. Planning Approval**.** If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.

G. Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.

H. Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen (18) months for Matching Grants. The applicant shall be responsible for contacting City staff to request an extension if necessary. An extension is not guaranteed.

I. Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final. The City may audit these submissions and has the right to withhold funds if any discrepancies are found.

5. FUNDING

Funding for this Program is appropriated by the City of Coachella City Council as part of its annual budget process. There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first served basis. If funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. Mini-Grant
   This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Five Thousand Dollars ($5,000), with no match requirement.

2. Matching Grant
   This grant provides reimbursement to approved applicants for a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of One Hundred Thousand Dollars ($100,000). The total cost of the façade remodel must be more than Five Thousand dollars ($5,000). Receipt of a Matching Grant requires the applicant to contribute one- third of the total cost of the façade remodel, and to document its expenditures.

Leveraging. The Façade Improvement Program allows improvement done to the interior of

the property to count as leveraging for the exterior improvements. Grantees may, upon approval from the City, use funds invested in interior improvements as part of their required one-third match, subject to the following conditions: (a) the City may require an appraisal of the interior improvements by a city-approved appraiser to determine their value; (b) the interior improvements must be directly related to or enhance the commercial use of the property, thereby indirectly supporting the exterior façade improvements; (c) the improvements must be considered permanent fixtures with a depreciated value at least equivalent to the grantee's matching contribution; (d) grantees must provide detailed documentation of these interior improvements including invoices, receipts, and proof of payment, to substantiate the value claimed as match; (e) the City may require the recording of a document against the property that acknowledges the use of interior improvements as part of the match, ensuring that the grant agreement's terms regarding maintenance and use continue to apply.

The City of Coachella reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the City of Coachella City Council.

6. IMPLEMENTATION WORK

All improvements shall conform to the City of Coachella Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with Chapter 17 of the City's Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.

Failure to comply with any part of these guidelines or to complete the project as agreed may result in the forfeiture of future eligibility to any City grants and may require repayment of funds received.

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

I, _____ have read and received a copy of these guidelines.
Printed Name

_____ _____
Date Signature

Commercial Corridor Façade Improvement Grant Program Application

Please fill out this application completely and submit or send

to: City of Coachella
Attention: Economic Development Department
53462 Enterprise Way
Coachella, CA 92236
(760) 262-6263
cjimenez@coachella.org

SECTION 1. APPLICANT INFORMATION

Name: _____

Circle All That Apply: Property Owner Business Owner/Tenant

Business Name: _____

Property Address: _____

Mailing Address: _____

Assessor's Parcel Number: _____

Daytime Phone Number: _____

Email: _____

Total Number of Businesses in Building: _____

Name(s) of Other Businesses: _____

_____

SECTION 2. PROPERTY OWNER INFORMATION *(complete if tenant is applicant)*

Property Owner Name: _____

Property Owner Mailing Address: _____

Property Owner Daytime Phone Number: _____

As the legal owner of the above property, I hereby grant authorization to complete the façade improvements indicated on this application.

Signature: _____ Date: _____

SECTION 3. FUNDING

Grant (please check one):

- ☐ Mini-Grant *(Reimbursement in the amount up to $5,000)*
- ☐ Matching Grant *(Reimbursement of two-thirds the total project cost up to $100,000 with a minimum total project cost above $5,000)*

Grant Amount Requested: $_____

Estimated Total Project Cost: $_____

Leveraging: $_____

SECTION 4. SCOPE OF WORK

General Description of Work:

_____

_____

_____

_____

_____

SECTION 5. ACKNOWLEDGMENT

We certify that the owner is the property owner of record and that there are no current code enforcement actions pending against the property.

I have read and understand the Program Guidelines and accept them.

I certify that I am qualified and will abide by such conditions set forth in this application and all reasonable conditions which may be issued by the City of Coachella in the implementation of this project.

Property Owner(s) Signature: _____ Date: _____

_____ Date: _____

Business Owner(s) Signature: _____ Date: _____

_____ Date: _____

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Rene Rosales, Code Compliance Manager

SUBJECT: Amendment to Contract with Demo Unlimited, Inc. to Complete Asbestos Abatement and Demolition of the Property at 52-156 Tripoli Way in the amount of $87,923.39.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached amended contract with Demo Unlimited, Inc. in the amount of $87,923.39 (augmenting the existing scope by $47,533.57) to complete asbestos abatement and demolition of the property at 52-156 Tripoli Way.

BACKGROUND:

On October 1, 2024, the City Council granted authorization to the City Manager to enter into a contract with Demo Unlimited, Inc. for $40,389.82. This contract is for the demolition and asbestos abatement of the structure located at 52-156 Tripoli Way. Situated within a residential neighborhood, this property has been the focus of Code Enforcement actions since 2017. It has been a public nuisance to neighboring residents and has been consuming public resources, including those of city staff, police, and fire services. To address the nuisance conditions at this site, the City opted to acquire the property through a tax sale on April 25, 2024, with plans to demolish it following the completion of asbestos abatement.

DISCUSSION/ANALYSIS:

South Coast Air Quality Maintenance District requested additional testing and abatement requirements for the asbestos abatement and demolition of the 52-156 Tripoli structure. The new requirement adds an additional $47,533.57 of asbestos abatement. The original asbestos abatement was 108 SF of flooring. The new requirement is asking for 1,072 SF of flooring abatement. 108 SF of debris from bathroom and hallway now require 3,604 SF of abatement.

The contract will pay Demo Unlimited Inc. $87,923.39 for the demolition and asbestos abatement of the 52-156 Tripoli structure.

Furthermore, pursuant to CMC section 4.08.120(G), approval of the amended contract is in the best interest of the City. This property has an extensive code enforcement history, and its substandard state makes it an attractive nuisance, and creates a threat to the public health, safety, and welfare of the City. It is thus in the best interest of the City to move forward in the demolition of this property.

FISCAL IMPACT:

An appropriation of $87,923.39 from the general fund will be required to authorize the demolition and asbestos abatement of the 52-156 Tripoli structure.

ATTACHMENTS:

1. Amended Demo Unlimited Inc. Agreement
2. South Coast AQMD Revised Procedure 5 Plan
3. Property Photos 2/4/2025

LETTER AGREEMENT BETWEEN DEMO UNLIMITED AND CITY OF COACHELLA

February 12, 2025

Attn: Chris Bloch
Demo Unlimited Inc.
51-350 Desert Club Drive Suite #3
La Quinta CA 92253

Re: Letter of Agreement for 52-156 Tripoli Way Demolition Project

Dear Mr. Chris Bloch:

This letter shall be our Agreement regarding the Demolition project of a single family dwelling described below ("Services") to be provided by Demo Unlimited Inc., a partnership, ("Contractor") as an independent contractor to the City of Coachella for the demolition of 52156 Tripoli Way project. ("Project").

The Services to be provided include the removal of Asbestos abatement, structure, foundation, driveway, vegetation and all trash from site. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the bid not to exceed amount of eighty seven thousand nine hundred twenty three dollars and thirty nine cents. (**$87,923.39)**.

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

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees, which meets all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin upon approval from city staff and be completed by April 4, 2025, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, official officers, employees, agents, or volunteers.

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

CITY OF COACHELLA

Approved by:

_____
William B. Pattison
City Manager

_____
Date:

Demo Unlimited Inc.

Reviewed and Accepted by Contractor:

_____
Chris Bloch
Demo Unlimited Rep.

_____
Date:

Approved as to Form:

_____
Best, Best & Krieger
City Attorney

AIR QUALITY TESTING SERVICES

November 27, 2024
2024-08-17_City of Coachella

Asbestos Supervisor
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, California 91765

Subject: **REV 1. PROCEDURE 5 PLAN**
MISCELLANEOUS MATERIALS REMOVAL
RESIDENTIAL DWELLING
52156 TRIPOLI WAY
CITY OF COACHELLA, CALIFORNIA 92236

Dear Asbestos Supervisor:

On behalf of the City of Coachella (City), Air Quality Testing Services (AQTS) is requesting approval from the South Coast Air Quality Management District (SCAQMD) of this Rule 1403 Procedure 5 Plan (the Plan) to remove asbestos-containing miscellaneous materials (4-inch inside diameter [ID] pipe), asbestos-containing surfacing material (skim-coat with associated plaster, drywall, and debris on the joists and rafters) and asbestos-contaminated fire debris from the pipe and skim-coat on the floor of the residential dwelling (Site) located at 52156 Tripoli Way, City of Coachella, California 92269. The concrete 4-inch ID pipe is approximately 12 linear feet (LF), consisting of approximately 13 square feet (SF) of pipe. The skim coat and associated plaster, drywall and debris on the joists and rafters cover approximately 3,640 SF of the walls and ceilings of the building. The pipe and skim coat were significantly damaged by the fire, and debris and the debris on the floor (1,072 SF) were assumed to be an asbestos containing materials (ACM). The Assessment of asbestos containing materials ACMs is provided in the report "Revision 3 Hazardous Building Material Survey Report, 52156 Tripoli Way, City of Coachella, California 92236" (Report) prepared by AQTS, dated November 27, 2024.

All work performed to comply with the requirements with this Procedure 5 cleanup plan must be performed solely by the DOSH-registered abatement contractor that submitted the notification for this project.

Details concerning this project are presented in the following sections.

SCOPE OF THE OVERALL PROJECT

The City is demolishing the fire damaged single family residential dwelling (Project) for community safety. As reported in the Report, AQTS performed sampling of miscellaneous materials associated with the concrete 4-inch ID pipe (13 SF), the surfacing material (skim coat with associated plaster, drywall, and debris on the joists and rafters [3,640 SF]) and the debris on the floor are assumed to be ACM (1,072 SF). To protect the community and workers for demolition, the ACM pipe, ACM skim coat with associated plaster and drywall, and ACM debris will need to be removed.

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ASBESTOS MATERIAL AT THE SITE, ITS CONDITION, TYPE, AMOUNT, AND LOCATION

The 4-inch ID concrete pipe contains 12% chrysotile asbestos. There is approximately 13 SF of ACM pipe which was significantly damaged and is friable. The skim coat contains less than 1% chrysotile asbestos and is assumed to be an ACM since the concentration is not able to be confirmed by 400-point count to not be an ACM. The skim coat was significantly damaged and was friable. The plaster, drywall, and debris on the joist and rafters associated with the skim coat were also assumed to be an ACM with the skim coat (3,640 SF). Since the skim coat and concrete pipe were significantly damaged, the debris on the floor were assumed to be an ACM (1,072 SF).

Therefore, Mr. Wesley Willow, California Division of Occupational Safety and Health (Cal/OSHA) Certified Asbestos Consultant (CAC) Number (No.) 22-7008 has assumed that the skim coat with associated plaster, drywall, and debris on the joists and rafters (3,640 SF) and debris field on the floor (1,072 SF), with the exception of large pieces of steel or wood debris, are an ACM and subject to rule 1403.

All ACM fire debris will be handled and disposed as friable asbestos-containing waste material (ACWM). A Material Location Map is provided as an attachment to the Plan.

ABATEMENT PROJECT STAGES WITH DATES AND TIMELINES

The abatement project will start once this Plan is approved by SCAQMD. It is anticipated that removal of the ACM pipe and ACM debris will take one day. The abatement project will be performed between the hours of 07:00 AM and 06:00 PM.

PROVISIONS FOR SITE PREPARATION AND CONTROL AND PREVENTION OF CONTAMINATION MIGRATION, INCLUDING INGRESS/EGRESS ZONES

Initially, clear 6-mil poly sheeting containment will be installed on the perimeter of the building. Due to the fire damage and based on conversations with the Inland Contractors, Inc. (Abatement Contractor), a State-certified asbestos abatement contractor, applying poly sheeting to the roof is not feasible due to safety concerns. This would also make the setup of a negative pressure enclosure (NPE) not feasible.

A decontamination area including a 3-stage decontamination unit, and a hand washing area will be constructed at the entrance to the containment. The regulated work area boundary will consist of "Danger Asbestos" barricade tape and will be posted with appropriate asbestos warning signs in English and Spanish.

One lockable roll-off dumpster for friable asbestos-containing waste material (ACWM) storage, will be lined with two layers of transparent 6-mil poly and positioned adjacent to the regulated area.

ENGINEERING WORK PRACTICES AND ASBESTOS EMISSION CONTROLS

The Abatement Contractor, will remove the 4-inch Concrete ACM pipe, skim coat with associated plaster and drywall, and ACM debris within the regulated area at the Site. Contact information for Abatement Contractor is included on the attached Contact List.

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ACM pipe will be removed by the Abatement Contractor intact by using hand tools **(non-powered manually operated hand tools).** The ACM pipe, the skim coat with associated plaster, drywall, and debris on the joists and rafters, and fire debris on the floor will be kept wet with amended water from an airless water sprayer. Before removing the ACM pipe, the abatement contractor will wrap and seal the sections of ACM pipe with two layers of transparent 6-mil poly sheeting, secured with duct tape to be leak tight and proper warning and waste labels. The wrapped section of pipe will then be loaded into the friable ACWM roll-off bin lined with two layers of transparent 6-mil poly.

Following completion of ACM pipe removal activities, the Abatement Contractor will remove the ACM skim coat with associated plaster, drywall and debris on joists and rafters, and the ACM debris on the floor. The ACM will be kept wet with amended water from an airless water sprayer. ACM debris will be placed into transparent leak tight asbestos waste bags using hand tools **(non-powered manually operated hand tools)** and loaded into the same friable ACWM roll-off bin storing the ACM pipe.

The abatement contractor will utilize Tyvek® suits, respirators with high efficiency particulate air (HEPA) filters, hard hats, steel toe boots, and leather or cut-resistant gloves as personal protective equipment during removal.

PROCEDURES FOR CLEAN-UP AND/OR DECONTAMINATION AFTER BULK REMOVAL

Following completion of ACM debris removal activities in the regulated area, the Abatement Contractor will clean the concrete floor **(1,072 SF)** and the joist and rafters **(3,640 SF)** of the containment by first HEPA-vacuuming then wet wiping these surfaces and HEPA-vacuuming again. Once clean, a Division of Occupational Safety and Health (Cal/OSHA) Certified Asbestos Consultant (CAC) will visually inspect the containment area for any remaining ACM debris. Remaining ACM debris, if observed, will be placed by hand into transparent asbestos waste bags by the abatement contractor and handled as stated in the previous section. Once the containment passes visual clearance, the abatement contractor will apply encapsulant to the concrete floor, joists, and rafters before taking down the containment.

Decontamination procedures for workers shall include removal of protective clothing by reverse-rolling the clothing material, placement of the removed garment into an appropriately-labeled transparent and leak tight waste disposal bag, and removal of gloves prior to entering the shower. Workers will shower off before entering the clean area. In the clean area, the workers shall remove their respirators and dry off before putting on street clothes. Eating, smoking, drinking, or other related activities will be prohibited inside the regulated work area, since these activities may potentially result in exposure to asbestos fibers. The abatement contractor shall ensure that its workers take proper care of their assigned respirators and safety equipment.

PROVISIONS FOR HANDLING, STORING, TRANSPORTING, AND DISPOSING OF ASBESTOS-CONTAINING WASTE

The Abatement Contractor shall determine current waste handling, transportation, and disposal regulations for the work site and waste disposal landfill. The contractor shall comply fully with these regulations and all Department of Transportation (DOT) and United States Environmental

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Protection Agency (USEPA) requirements. The asbestos waste material will be delivered for burial directly to the pre-designated disposal site within 5 days following the completion of the removal. All labels and signs used shall be in accordance with USEPA, Cal/OSHA, and DOT regulations. The waste containers shall be labeled with the generator's information and kept locked when not in use. The abatement contractor shall fill out hazardous waste manifest forms for the Owner's signature (as Generator). Original disposal receipts and manifests will be turned in at project completion to the Owner.

The disposal site chosen for friable ACWM shall be permitted to receive this type of waste.

AIR MONITORING TYPE AND CLEARANCE LEVEL TO BE ACHIEVED

The abatement contractor will be responsible for monitoring its employees' exposure and maintaining proper records (pursuant to 29 Code of Federal Regulations 1926.1101 and 1910.1001). Daily air monitoring and clearance air monitoring is not planned for this abatement project because the Site is not accessible by the general public and will not be re-occupied following completion of removal activities. Final clearance for the removal activities will be performed by a CAC and will consist of visual clearance inspection only.

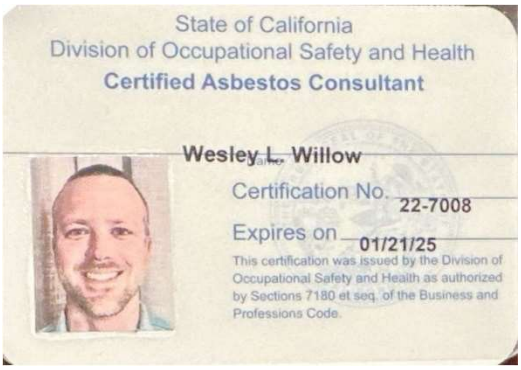
REMAINING ASBESTOS TO BE REMOVED OR MANAGED IN PLACE AND BY WHOM

Once the removal activities are complete, ACM will no longer be present at the Site. In the event other ACMs are identified at the Site during future demolition activities, these materials will be managed in place or removed by the City as Site owner.

CLOSING REMARKS

Kleinfelder thanks the SCAQMD for its prompt consideration of this plan. Should you have questions, please feel free to contact Wesley Willow at (724) 612-0003.

Respectfully submitted,
KLEINFELDER, INC.



Wesley L Willow
Certified Asbestos Consultant No. 22-7008
Expires January 21, 2025

Attachments:

1 Contact List
2 Material Location Map

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ATTACHMENT 1
CONTACT LIST

© 2024 Air Quality Testing Services

CONTACT LIST
MISCELLANEOUS MATERIALS REMOVAL
RESIDENTIAL DWELLING
52156 TRIPOLI WAY
CITY OF COACHELLA, CALIFORNIA 92236

List of Companies and Contacts

Abatement Contractor:

Inland Contractors, Inc.
231 East Alessandro Boulevard, Suite A388
Riverside, CA 92508
Phone: (951) 276-0600
Fax: (951) 276-0602
California CLSB License No.: 887337
DOSH Asbestos Registration No.: 924

Abatement Project Contact: Franklin Greenawalt
Cell: (951) 413-4641

Owner:

City of Coachella
Code Compliance Manager: Rene Rosales
Office: (760) 398-4978 Ext. 116
Email: RRosales@coachella.org

Consultant

Air Quality Testing Services
Wesley Willow, CAC
Cell: (724) 612-0003
Email: Wesley.Willow@gmail.com

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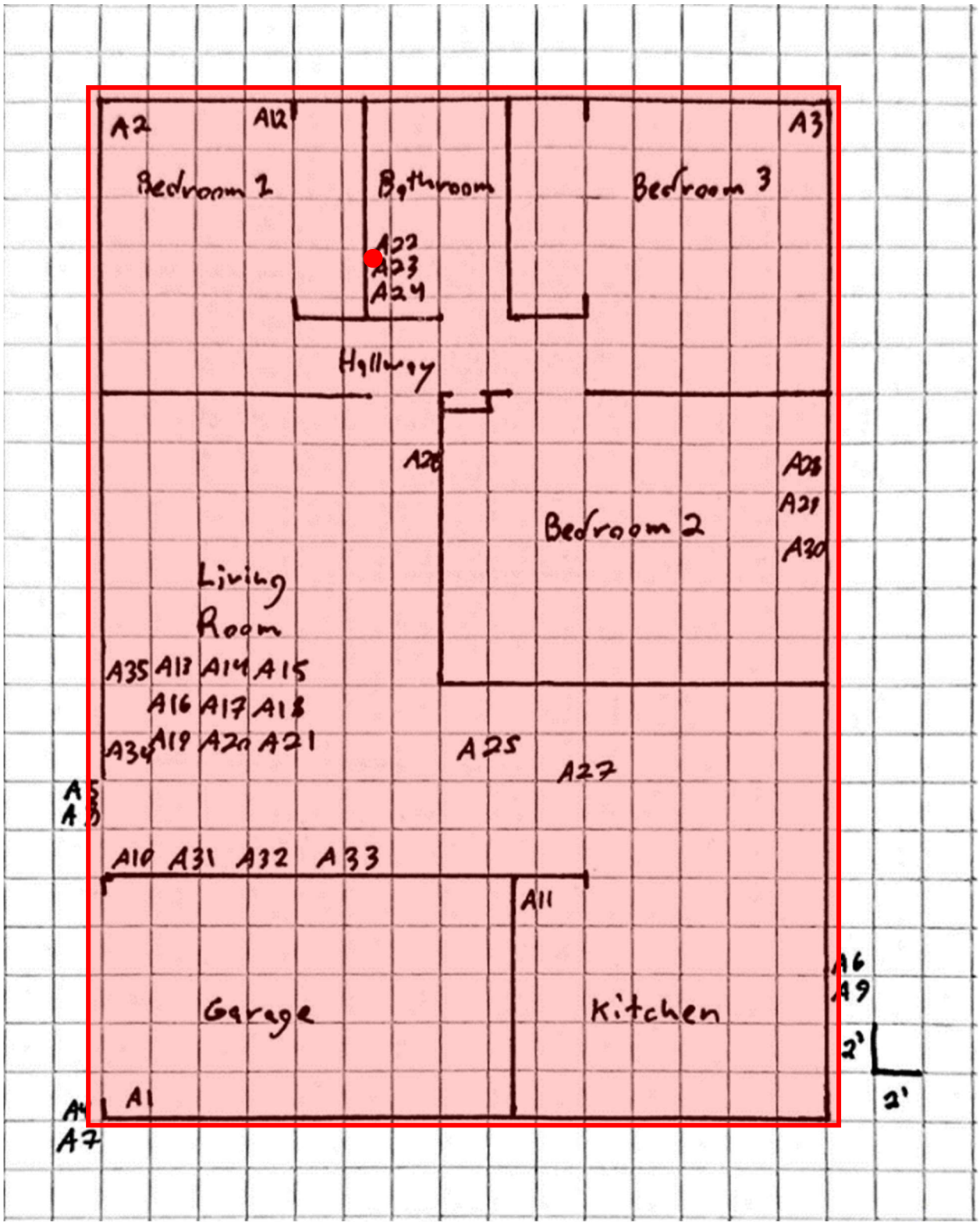
ATTACHMENT 2
MATERIAL LOCATION MAP

© 2024 Air Quality Testing Services

Air Quality Testing Services, 73-725 El Pas 3, Palm Desert, CA 92260 p | 760-238-6679



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- 4-Inch Concrete ACM Pipe
- ACM Debris and Ceiling/Rafters
- ACM Walls/Joists

AIR QUALITY TESTING SERVICES
73-725 El Paseo Ste. 24B
Palm Desert CA 92260

DRAWN BY: Wesley Willow
DATE: November 27, 2024

Material Location Map

52156 Tripoli Way
Coachella, CA 92269

PLATE
1

PHOTOS TAKEN
02/04/2025
52-156 Tripoli Way

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Rene Rosales, Code Enforcement Manager

SUBJECT: Authorize a Community Sponsorship to Animal Action League in the Amount of $25,200.00 to Support Public Spay/Neuter Clinic Events

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STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a sponsorship to Animal Action League in the amount of $25,200.00 to support upcoming spay/neuter clinic events for residents of the City of Coachella.

BACKGROUND:

Animal Action League (AAL), a 501(c) 3 non- profit corporation, was founded in 1989 for the express purpose of providing spay/neuter services for underprivileged cats and dogs. After working for 15 years in affordable spay/neuter clinics, it became obvious that those in most desperate need of this service were not being reached. Although this service was offered free to low income pet owners, there was as high as a 50% “no show” rate. In checking with these owners, the “no show” cause was due to transportation problems or they forgot, other plans intervened – in other words – such service was not high on the owner’s agenda.

Studies have determined that 3% of the pet-owning population is creating an overpopulation problem, which are primarily low income and/or non-motivated pet owners. AAL determined that a mobile clinic would be the most effective way to address this issue. It was determined that AAL could offer quality, “no frills” service and bring it directly to these communities, where these animals most desperately need help. In 2005, their goal was realized by acquiring a 32 foot, custom built, mobile, spay/neuter trailer.

In 2024, Animal Action League received a city sponsorship for $16,000.00, which led to remarkable achievements. They organized five clinics, successfully completing 146 surgeries and vaccinating over 2,000 pets. These initiatives not only improved the health of numerous animals but also fostered a stronger bond between the community and its furry companions.

DISCUSSION/ANALYSIS:

Animal Action League (AAL) is requesting funding support to conduct seven (7) public spay/neutering clinic events for the residents of the City of Coachella. AAL will plan seven free upcoming spay/neutering clinics in the City of Coachella for the Fiscal Year 2025/2026 for any resident that shows proof of residency, such as a government issued identification card, utility bills/credit card statement, rental/lease agreement, etc. Each clinic has a cost recovery of $3,600. During each clinic event, the following items below will be included:

- Professional Veterinary staff for an average of 27 to 33 spay/neuters surgeries.
- Office staff for paperwork, money collection and receipts.
- Staff and Volunteers to organize check-in table and clients.
- Surgical Trailer to house pets safely and comfortably.
- Pain shot and preventive antibiotic injection at time of surgery.
- Aftercare Medical phone line for clients for any questions or concerns after surgery.

ALTERNATIVES:

1. Authorize sponsorship request to AAL for $25,200 to conduct seven (7) public spay/neutering events in the City of Coachella.

2. Not Authorize sponsorship request to AAL to conduct any public spay/neutering events in the City of Coachella.

FISCAL IMPACT:

Should the City Council approve the staff recommendation, an appropriation of $25,200 from the City General Fund will be required to authorize this sponsorship request.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

ATTACHMENTS:

1. AAL Proposal for the Public Spay/Neuter Clinic Events

ANIMAL ACTION LEAGUE
A Non-profit Corporation
Tax ID # 33-0345283

P.O. BOX 1413
JOSHUA TREE, CA 92252
PHONE: 760-366-1100
FAX: 760-366-7300

TO: CITY OF COACHELLA
53-990 ENTERPRISE WAY
COACHELLA, CA 92236

December 20th, 2024

On December 11th, 2023, the City of Coachella granted our organization a check of $16,000.00 to fund five spay/neuter clinics targeting the city residents of Coachella. These clinics were a huge success! The clinics were held in Bagdouma Park on January 25th, March 27th, May 21st, September 10th and December 17th with a grand total of 146 spay/neuter surgeries for city residents.

We would love to continue these Spay/Neuter clinics in 2025, because the need is still there. During the city funded clinics, we hold scheduling sign-ups for future spay/neuter appointments targeting the residents of Coachella. This list continues to grow every month. We recognize this grant is bringing a solution to their residents by offering low cost spay/neuter clinics. The City of Coachella values the importance of pet overpopulation and the effect it has on their city and local county shelter. This grant has made a difference in 2024 and we want to continue our mission together in 2025.

PROPOSAL FOR PUBLIC SPAY/NEUTER CLINIC
REQUEST AMOUNT: $25,200.00

BREAKDOWN:

COST OF EACH CLINIC: $3,600.00 (with an optional donation of $30 per pet from client)
7 CLINICS TOTAL: $25,200.00

WHAT IS INCLUDED:

- Professional Veterinary staff for an average of 27 to 33 spay/neuters surgeries.
- Office staff for paperwork, money collection and receipts.
- Staff and Volunteers to organize check-in table and clients.
- Surgical Trailer to house pets safely and comfortably.
- Pain shot and preventive antibiotic injection at time of surgery.
- Aftercare Medical phone line for clients for any questions or concerns after surgery.

WHAT IS NOT INCLUDED*:

ANIMAL ACTION LEAGUE
A Non-profit Corporation
Tax ID # 33-0345283

P.O. BOX 1413
JOSHUA TREE, CA 92252
PHONE: 760-366-1100
FAX: 760-366-7300

- Take home Pain Medication
- Vaccinations
- Nail Trims
- Microchips
- E-collars

*All these items are offered to pet owners at time of check in for an additional low cost.

Thank you for your consideration. Please let me know if there is anything else you would like us to provide. We look forward to working with your city in the future.

Sincerely,

Melody Farnik- Director
Animal Action League

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Approval of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Like Exchange for the KPC Coachella Specific Plan

SPECIFICS: Resolution No. 2025-05 approving the Coachella Valley Multiple Habitat Conservation Plan Like Exchange for the KPC Coachella Specific Plan

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STAFF RECOMMENDATION

Staff recommends that the City Council take the following action:

- Adopt Resolution No. 2025-05 approving the Coachella Valley Multiple Habitat Conservation Plan Like Exchange for the KPC Coachella Specific Plan.

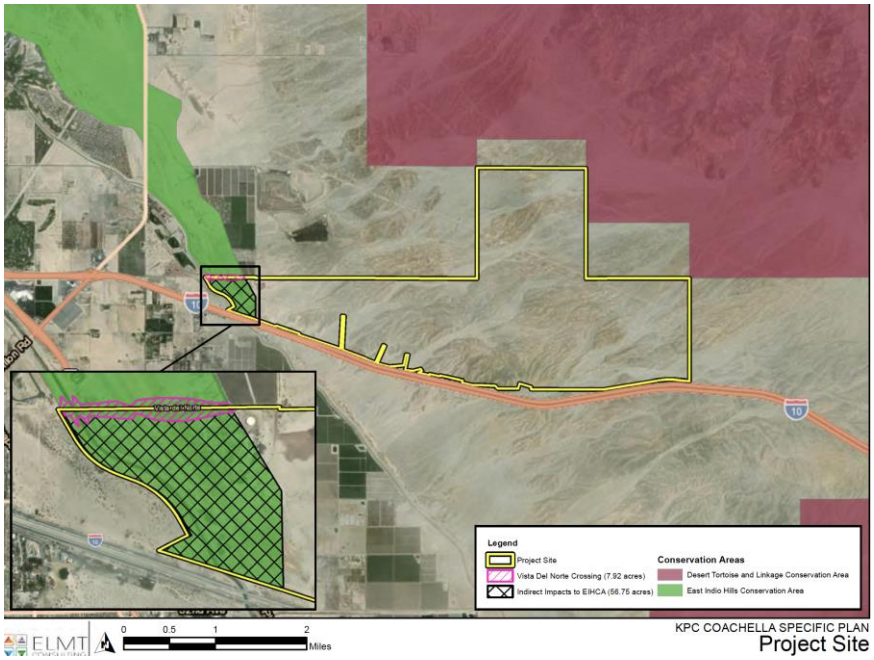
EXECUTIVE SUMMARY:

The KPC Coachella Specific Plan proposes the development of a 2800-acre project in the northeast area of the City of Coachella as shown on Figure 1 below. The Draft Environmental Impact Report should be released for public review within the next few months. Public hearings at the Planning Commission and City Council will occur sometime following completion of the Final Environmental Impact Report.

Figure 1

The entire project site is located within the boundaries of the Coachella Valley Multiple Species Plan (CVMSHCP). To provide westerly access to the project site, the project proposes the extension of Vista Del Norte across the All-American canal through the East Indio Hills Conservation Area (EIHCA) as shown on Figure 2 below.

Figure 2

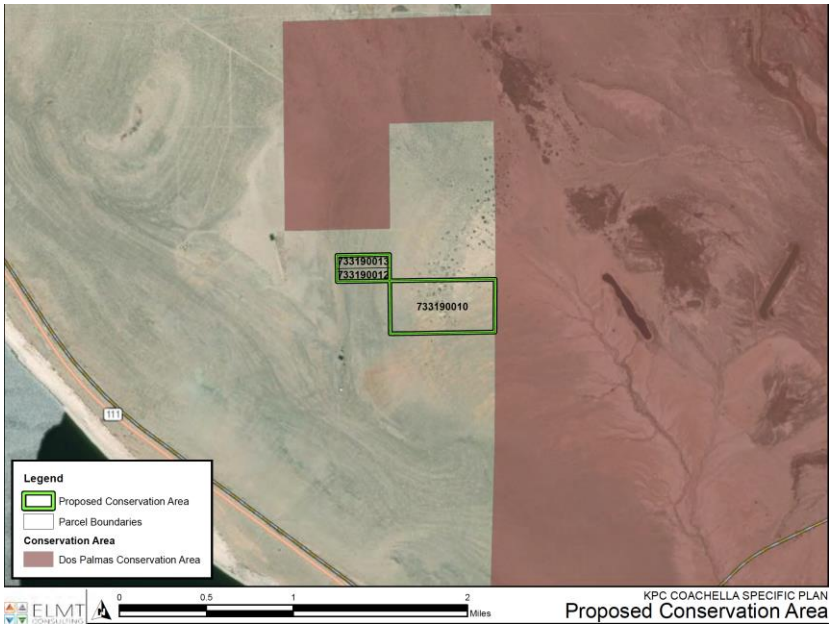


The land proposed for the Vista Del Norte Crossing occurs within the southern terminus of the EIHCA as shown on the exhibit above. Since the Vista Del Norte Crossing, as planned, is wider than the maximum road width considered a Covered Activity under the CVMSHCP, the Like Exchange has been prepared to compensate for the loss of habitats within the EIHCA. Development of the project would result in both positive and negative impacts to habitat and natural communities. The Vista Del Norte Crossing is not located within a CVMSHCP designated sand transport/sand source area or mapped biological corridor/linkage. Therefore, no impacts to CVMSHCP mapped biological corridors or essential ecological processes (i.e., sand transport/sand source areas) are expected to occur. It should be noted that all impacts to the EIHCA will be mitigated.

The proposed development of the Vista Del Norte Crossing will result in a total of approximately 64.67 acres of impact to the EIHCA (refer to Exhibit 2 above). The physical development of the Vista Del Norte Crossing within the EIHCA will result in 3.42 acres of permanent impacts and 4.5 acres of temporary impacts, totaling 7.92 acres of impacts. Additionally, approximately 56.75 acres of indirect impacts will occur to the southern terminus of the EIHCA from the development of the crossing. The area of impact associated with the physical development of the crossing within the EIHCA has been minimized to the maximum extent practicable.

To offset impacts related to biological resources (64.67 acres) within the EIHCA, KPC has acquired and proposes to dedicate 100 acres of land, under private ownership by the Applicant, to be included in the Dos Palmas Conservation Area (DPCA) within unincorporated Riverside County. The 100 acres is located adjacent to the DPCA as shown on Figure 3 below. The 100 acres will be used to offset the 64.67 acres of impacts to land within the City of Coachella's portion of the EIHCA from implementation of the proposed project, resulting in a net increase of 35.33 acres of land being added to the DPCA (refer to Figure 3). The 100 acres of land that will be added to the DPCA is surrounded by undeveloped/vacant land that is under a mix of both private and government/non-profit organization management.

Figure 3

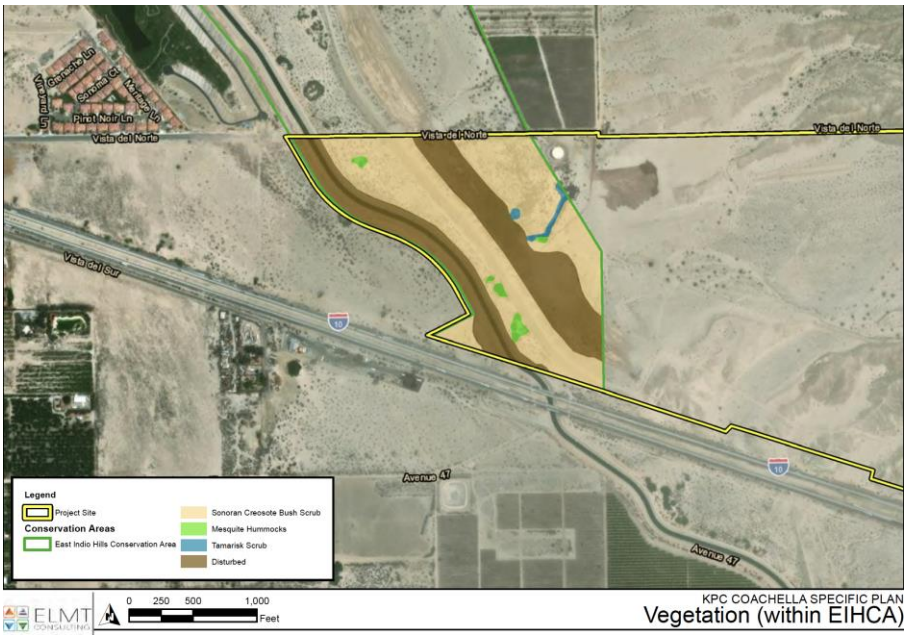


BACKGROUND:

The Like Exchange process, referred to within the CVMSHCP allows for Permittees to request a reduction of a Conservation Area in one locale in exchange for expanding a Conservation Area in another locale. To request such a boundary modification, a Permittee must seek wildlife agency concurrence on an equivalency analysis documenting that the proposed Conservation Area expansion is of equal or greater conservation value than the Conservation Area reduction. Like exchanges are generally requested when a proposed development is inherently inconsistent with Conservation Area Conservation Objectives. For example, insufficient take may be available within the Conservation Area, or infrastructure required to support the development may exceed the limits of what can be considered a Covered Activity.

Based on the CVMSHCP, on-site portions of the EIHCA are located within the core habitat for flat-tailed horned lizard, Le Conte's thrasher, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse. On-site portions of the EIHCA support two natural plant communities, Sonoran creosote bush scrub and mesquite hummocks, one non-native plant community, Tamarisk Scrub, and disturbed and developed land associated with the All-American Canal and adjacent areas as shown on Figure 4.

Figure 4



Discussion/Analysis

This proposed modification to CVMSHCP conservation within the EIHCA (reduction) and DPCA (addition) will result in biologically superior conservation acreage and value using the mandatory categories for equivalency analysis listed in the CVMSHCP Section 6.12.2, summarized as follows:

- The conservation of suitable habitat and level of take of MSHCP covered species with the proposed modifications to the EIHCA and DPCA would be biologically superior to what would otherwise occur;
- The proposed modification would result in greater benefits to natural communities as compared to those benefits analyzed under the MSHCP;
- The function and values of existing biological corridors and essential ecological processes are not expected to be reduced by the proposed modification;
- The proposed modification would result in biologically superior conservation configuration, and management requirements are not expected to significantly differ compared to what would have occurred under the MSHCP;

- Ecotones and overall species diversity are expected to be increased by the proposed modification;
- The additional conservation parcels are greater in size, resulting in a greater acreage in MSHCP Conservation Areas; and
- The three parcels that constitute the additional conservation land have been acquired by the Applicant and, therefore, will be under the direct ownership of the applicant before being deeded to CVCC.

Based on this analysis, the proposed modification of conservation within the EIHCA and DPCA will result in biologically superior conservation value compared with implementation of the CVMSHCP without the proposed project and additional conservation that will be added as a result of the Like Exchange.

The proposed Like Exchange was submitted to the California Department Fish and Wildlife and the US Fish and Wildlife (Wildlife Agencies) for a 60-day review period on October 16, 2024. On January 14, 2025, the Wildlife Agencies transmitted their concurrence that the Like Exchange would result in equal or greater benefits to Covered Species and conserved natural communities as compared to those benefits analyzed in the CVMSHCP. (See Exhibit A). The Wildlife Agencies did identify a concern regarding the conservation area design for the land proposed for addition to the DPCA. The Agencies stated that the design will result in a donut-shaped configuration of the DPCA with unconserved land in the center. The Wildlife Agencies are concerned about the potential for increased edge effects associated with potential future development within the center area. To address this issue, the Wildlife Agencies request that CVCC incorporate the conservation of parcels within this center area into the acquisition strategy for the DPCA. Since the DPCA is located entirely within Riverside County, the Riverside County Board of Supervisors will need to approve the Like Exchange. The points raised by the Wildlife Agencies can be incorporated within the acquisition strategy for the DPCA.

Environmental Analysis

The proposed Like Exchange is exempt from CEQA pursuant to Section 15325 (a).

CLASS 25: TRANSFERS OF OWNERSHIP OF INTEREST IN LAND TO PRESERVE EXISTING NATURAL CONDITIONS

Class 25 consists of the transfers of ownership of interests in land in order to preserve open space, habitat, or historical resources. Examples include but are not limited to:
(a) Acquisition, sale, or other transfer of areas to preserve the existing natural conditions, including plant or animal habitats.

Correspondence

A letter dated January 14, 2025, from the Wildlife Agencies was received and is included in Attachment No. 2.

FISCAL IMPACT:

There are no costs to the City for the Coachella Valley Multiple Habitat Conservation Plan Like Exchange effort and these costs are assumed by the KPC Specific Plan applicant.

Alternatives

1) Approve Resolution No. 2025-05 approving the Coachella Valley Multiple Habitat Conservation Plan Like Exchange for the KPC Coachella Specific Plan

2) Deny Resolution No. 2025-05 and not approve the Coachella Valley Multiple Habitat Conservation Plan Like Exchange for the KPC Coachella Specific Plan

3) Continue this item and provide staff with direction.

Recommended Alternative

Staff recommends that the City Council approve Alternative #1.

Attachments:

1. Resolution No. 2025-05 - Approval of Coachella Valley Multiple Habitat Conservation Plan Like Exchange for the KPC Coachella Specific Plan
   Exhibit A: Like Exchange Analysis prepared by ELMT Consulting
2. Correspondence from Wildlife Agencies

RESOLUTION NO. 2025-05

A RESOLUTION OF THE COACHELLA CITY COUNCIL APPROVING THE COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN LIKE EXCHANGE FOR THE KPC COACHELLA SPECIFIC PLAN; THE KPC GROUP, APPLICANT

WHEREAS, The KPC Coachella Specific Plan proposes the development of a 2800-acre project in the northeast area of the City of Coachella and;

WHEREAS, the Draft Environmental Impact Report should be released for public review within the next few months. Public hearings at the Planning Commission and City Council will occur sometime following completion of the Final Environmental Impact Report and;

WHEREAS, the entire 2800 acre project site is located within the boundaries of the Coachella Valley Multiple Species Plan (CVMSHCP). To provide westerly access to the project site, the project proposes the extension of Vista Del Norte across the All-American canal through the East Indio Hills Conservation Area (EIHCA) and:

WHEREAS, the land proposed for the Vista Del Norte Crossing occurs within the southern terminus of the EIHCA. Since the Vista Del Norte Crossing, as planned, is wider than the maximum road width considered a Covered Activity under the CVMSHCP, the Like Exchange has been prepared to compensate for the loss of habitats within the EIHCA and;

WHEREAS the Vista Del Norte Crossing is not located within a CVMSHCP designated sand transport/sand source area or mapped biological corridor/linkage. Therefore, no impacts to CVMSHCP mapped biological corridors or essential ecological processes (i.e., sand transport/sand source areas) are expected to occur and;

WHEREAS, the proposed development of the Vista Del Norte Crossing will result in a total of approximately 64.67 acres of impact to the EIHCA. The physical development of the Vista Del Norte Crossing within the EIHCA will result in 3.42 acres of permanent impacts and 4.5 acres of temporary impacts, totaling 7.92 acres of impacts. Additionally, approximately 56.75 acres of indirect impacts will occur to the southern terminus of the EIHCA from the development of the crossing. The area of impact associated with the physical development of the crossing within the EIHCA has been minimized to the maximum extent practicable and;

WHEREAS, to offset impacts related to biological resources (64.67 acres) within the EIHCA, KPC has acquired and proposes to dedicate 100 acres of land, under private ownership by the Applicant, to be included in the Dos Palmas Conservation Area (DPCA) within unincorporated Riverside County. The 100 acres is located adjacent to the DPCA. The 100 acres will be used to offset the 64.67 acres of impacts to land within the City of Coachella's portion of the EIHCA from implementation of the proposed project, resulting in a net increase of 35.33 acres of land being added to the DPCA. The 100 acres of land that will be added to the DPCA is surrounded by undeveloped/vacant land that is under a mix of both private and government/non-profit organization management and;

WHEREAS, the Like Exchange process within the CVMSHCP allows for Permittees to request a reduction of a Conservation Area in one locale in exchange for expanding a Conservation Area in another locale. To request such a boundary modification, a Permittee must seek wildlife agency concurrence on an equivalency analysis documenting that the proposed Conservation Area expansion is of equal or greater conservation value than the Conservation Area reduction. Like exchanges are generally requested when a proposed development is inherently inconsistent with Conservation Area Conservation Objectives. For example, insufficient take may be available within the Conservation Area, or infrastructure required to support the development may exceed the limits of what can be considered a Covered Activity and;

WHEREAS, on-site portions of the EIHCA are located within the core habitat for flat-tailed horned lizard, Le Conte's thrasher, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse. On-site portions of the EIHCA support two natural plant communities, Sonoran creosote bush scrub and mesquite hummocks, one non-native plant community, Tamarisk Scrub, and disturbed and developed land associated with the All-American Canal and adjacent areas and;

WHEREAS, This proposed modification to CVMSHCP conservation within the EIHCA (reduction) and DPCA (addition) will result in biologically superior conservation acreage and value using the mandatory categories for equivalency analysis listed in the CVMSHCP Section 6.12.2, summarized as follows:

- The conservation of suitable habitat and level of take of MSHCP covered species with the proposed modifications to the EIHCA and DPCA would be biologically superior to what would otherwise occur;
- The proposed modification would result in greater benefits to natural communities as compared to those benefits analyzed under the MSHCP;
- The function and values of existing biological corridors and essential ecological processes are not expected to be reduced by the proposed modification;

- The proposed modification would result in biologically superior conservation configuration, and management requirements are not expected to significantly differ compared to what would have occurred under the MSHCP;
- Ecotones and overall species diversity are expected to be increased by the proposed modification;
- The additional conservation parcels are greater in size, resulting in a greater acreage in MSHCP Conservation Areas;
- The three parcels that constitute the additional conservation land have been acquired by the Applicant and, therefore, will be under the direct ownership of the applicant before being deeded to CVCC.

Based on this analysis, the proposed modification of conservation within the EIHCA and DPCA will result in biologically superior conservation value compared with implementation of the CVMSHCP without the proposed project and additional conservation that will be added because of the Like Exchange and;

WHEREAS, The proposed Like Exchange was submitted to the California Department Fish and Wildlife and the US Fish and Wildlife (Wildlife Agencies) for a 60-day review period on October 16, 2024. On January 14, 2025, the Wildlife Agencies transmitted their concurrence that the Like Exchange would result in equal or greater benefits to Covered Species and conserved natural communities as compared to those benefits analyzed in the CVMSHCP. (See Attachment No. 2). and;

WHEREAS, final approval of the Like Exchange is contingent on the Riverside County Board of Supervisors also approving the Like Exchange as the Dos Palmas Conservation Area is within unincorporated Riverside County and;

WHEREAS, the proposed Like Exchange is exempt from CEQA pursuant to Section 15325 of the California Environmental Quality Act, as amended; and,

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

Section 1. The Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

Section 2. The proposed Like Exchange is approved based on the following

findings:

The proposed Like Exchange is in substantial conformance with the goals, objectives, policies and implementation measures of the Coachella General Plan 2035 (as amended) and the CVMSHCP.

Section 3. The City Council has determined that the proposed Like Exchange is exempt from CEQA pursuant to Section 15325 of the California Environmental Quality Act.

Section 4. 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 5. The Mayor shall sign the Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 12th day of February 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. 2025-05 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of February 2025, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

KPC COACHELLA SPECIFIC PLAN

CITY OF COACHELLA, RIVERSIDE COUNTY, CALIFORNIA

Coachella Valley Multiple Species Habitat Conservation Plan Like Exchange

Prepared For:

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On Behalf of:

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Contact: *Meghan Karadimos*

Prepared By:

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Santa Ana, California 92711
Contact: *Travis J. McGill*

October 2024

KPC COACHELLA SPECIFIC PLAN

CITY OF COACHELLA, RIVERSIDE COUNTY, CALIFORNIA

Coachella Valley Multiple Species Habitat Conservation Plan Like Exchange

The undersigned certify that the statements furnished in this report and exhibits present data and information required for this biological evaluation, and the facts, statements, and information presented is a complete and accurate account of the findings and conclusions to the best of our knowledge and beliefs.

Travis J. McGill
Director

Thomas J. McGill, Ph.D.
Managing Director

October 2024

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Executive Summary

KPC Development Company, LLC (KPC) proposes the development of the KPC Coachella Specific Plan Project in the northeast portion of the City of Coachella, Riverside County, California. To provide westerly access from the community to existing portions of the City, the project proposes the installation of the Vista Del Norte Crossing over the All American Canal (refer to Appendix A, *Site Plan* and Exhibit 3, *Project Site*) through the East Indio Hills Conservation Area (EIHCA).

The entire project site is located within the Plan Area for the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). Specifically, the land proposed for the Vista Del Norte Crossing occurs within the southern terminus of the EIHCA (refer to Exhibit 2). Therefore, the installation of the crossing is subject to the Coachella Valley Conservation Commission's (CVCC) Joint Project Review (JPR) process. Since the Vista Del Norte Crossing, as planned, is wider than the maximum road width to be considered a Covered Activity under the CVMSHP, this Like Exchange has been prepared to compensate for the loss of habitats within the EIHCA. Development of the project would result in both positive and negative impacts to habitat and natural communities. The Vista Del Norte Crossing is not located within any CVMSHCP designated sand transport/sand source area or mapped biological corridor/linkage. Therefore, no impacts to CVMSHCP mapped biological corridors or essential ecological processes (i.e., sand transport/sand source areas) are expected to occur. It should be noted that all impacts to the EIHCA will be mitigated.

The proposed development of the Vista Del Norte Crossing will result in a total of approximately 64.67 acres of impact to the EIHCA (refer to Exhibit 3). The physical development of the Vista Del Norte Crossing within the EIHCA will result in 3.42 acres of permanent impacts and 4.5 acres of temporary impacts, totaling 7.92 acres of impacts. Additionally, approximately 56.75 acres of indirect impacts will occur to the southern terminus of the EIHCA from the development of the crossing. The area of impact associated with the physical development of the crossing within the EIHCA has been minimized to the maximum extent practicable.

To offset impacts related to biological resources (64.67 acres) within the EIHCA, KPC proposes to donate 100 acres of land, under private ownership by the Applicant, to be included in the Dos Palmas Conservation Area (DPCA). These 100 acres are located adjacent to the DPCA. The 100 acres will be used to offset the 64.67 acres of impacts to land within the City of Coachella's portion of the EIHCA from implementation of the proposed project, resulting in a net increase of 35.33 acres of land being added to the DPCA (refer to Exhibit 4). The 100 acres of land that will be added to the DPCA is surrounded by undeveloped/vacant land that is under a mix of both private and government/non-profit organization management.

This proposed modification to CVMSHCP conservation within the EIHCA (reduction) and DPCA (addition) will result in biologically superior conservation acreage and value using the mandatory categories for equivalency analysis listed in MSHCP Section 6.12.2, summarized as follows:

- The conservation of suitable habitat and level of take of MSHCP covered species with the proposed modifications to the EIHCA and DPCA would be biologically superior to what would otherwise occur;
- The proposed modification would result in greater benefits to natural communities as compared to those benefits analyzed under the MSHCP;
- The function and values of existing biological corridors and essential ecological processes are not expected to be reduced by the proposed modification;
- The proposed modification would result in biologically superior conservation configuration, and management requirements are not expected to significantly differ compared to what would have occurred under the MSHCP;
- Ecotones and overall species diversity are expected to be increased by the proposed modification;
- The additional conservation parcels are greater in size, resulting in a greater acreage in MSHCP Conservation Areas; and
- The three parcels that constitute the additional conservation land have been acquired by the Applicant and, therefore, will be under the direct ownership of the applicant before being deeded to CVCC.

Based on this analysis, the proposed modification of conservation within the EIHCA and DPCA will result in biologically superior conservation value compared with implementation of the CVMSHCP without the proposed project and additional conservation that will be added as a result of the project.

Section 1 Introduction

KPC Development Company, LLC (KPC) proposes the development of the KPC Coachella Specific Plan Project in the northeast portion of the City of Coachella, Riverside County, California. To provide westerly access from the community to existing portions of the City, the project proposes the installation of the Vista Del Norte Crossing above the All American Canal. The land proposed for the Vista Del Norte Crossing occurs within the southern terminus of the EIHCA that will result in a greater level of impact to the EIHCA than what has been authorized by the CVMSHCP.

This report presents an equivalency analysis of the Vista Del Norte Crossing and the accompanying conservation measures and demonstrates how the approved biological goals and objectives for the CVMSHCP Conservation Areas will be accomplished.

As required by the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP or Plan), the equivalency analysis for the requested modification contains the following information:

1. Clear delineation of the proposed boundary adjustment;
2. Description of the proposed project;
3. Description of biological information available, including vegetation mapping, core habitat and appropriate species surveys, land identified as part of a biological corridor or linkage, and land identified as part of an essential ecological process area;
4. Description of the project's efforts to be consistent with the MSHCP Conservation Area Conservation Objectives and rationale of why consistency has been determined to be infeasible; and;
5. Description of the effects/benefits of the proposed action on habitats for covered species, natural communities, biological corridors and linkages, essential ecological processes, and MSHCP Conservation Area design and function.

The proposed KPC Coachella Specific Plan Project is located within the City of Coachella, who, as the lead agency, is a Permittee to the CVMSHCP and is subject to the rules and regulations set forth in the Plan. As a result, the proposed project will need to be consistent with the Plan. Specifically, only the Vista Del Norte Crossing portion of the project is located within the City of Coachella's portion of the EIHCA, which list specific Take Authorization for CVMSHCP listed species. The CVMSHCP was approved in 2008 to conserve 240,000 acres of open space and to protect 27 plant and wildlife species. Through its implementation, the Plan provides the Coachella Valley with a regional vision for balanced growth while meeting the requirements of the federal and state endangered species acts. As part of its conservation obligations under the CVMSHCP, CVAG has designated 21 Conservation Areas.

The primary conservation goals for the EIHCA include (1) maintaining "Core Habitat" within the EIHCA; (2) conserving core habitat for Covered Species and conserving Covered Species where they occur; (3) conserve active desert dunes habitat; (4) conserve stabilized and partially stabilized desert sand fields; and (5) conserve mesquite hummocks. Species- and habitat-specific conservation goals for

the EIHCA vary by location based on portions of the EIHCA that occur within specific Cities or within unincorporated County land. Specifically, on-site portions of the EIHCA, within the City of Coachella, contain CVMSHCP core habitat for flat-tailed horned lizard (*Phrynosoma mcallii*), Le Conte's thrasher (*Toxostoma lecontei*), Coachella Valley round-tailed ground squirrel (*Spermophilus tereticaudus chlorus*), and Palm Springs pocket mouse (*Perognathus longimembris bangsi*). In addition, while there are no habitat-specific conservation goals for the Coachella portion of the EIHCA, on-site portions of the EIHCA support several mesquite (*Prosopis glandulosa* var. *glandulosa*) hummocks. The EIHCA is part of the watershed for mesquite hummocks and provides potential habitat connectivity with the Thousand Palms Conservation Area through the Indio Hills Palms Conservation Area to the west (refer to Exhibit 1, *CVMSHCP Conservation Areas*).

Section 6.12, *Modifications, Like Exchanges to Conservation Areas, and Amendments to the MSHCP*, in the MSHCP acknowledges that in some instances it may be possible to achieve the Plan's conservation goals through modification or a different configuration of one or more conservation areas if it can be demonstrated that the proposed modification to a conservation area will provide biologically equivalent preservation. Through this process, impacts allowed within a conservation area may be modified in exchange for increasing the available conservation opportunities elsewhere in the conservation area. Two key conditions for determining whether the equivalency requirements are met is by demonstrating that the project will (1) result in equal or greater benefits to MSHCP covered species and conserved natural communities as compared to those benefits analyzed in the MSHCP (existing conservation area), and (2) the level of take of (impact to) MSHCP covered species must be no greater than that analyzed in the Plan.

The opportunity for proposed modifications to the existing EIHCA is provided in the CVMSHCP, which acknowledges that in some instances it may be possible to achieve the CVMSHCP's conservation goals through a different configuration of one or more Conservation Areas. Through this process, the boundary of a conservation area may be modified as determined and/or approved by the CVCC, CDFW, and the USFWS if the resulting conservation is biologically superior to that approved under the Plan.

The proposed project site overlaps with the southern terminus of the approximately 4,274-acre EIHCA (refer to Exhibit 2, *East Indio Hills Conservation Area*). The EIHCA encompasses the southern foothills of the eastern portion of the Indio Hills. Portions of the EIHCA that will be impacted by project activities support the All American Canal, undeveloped open space, and earthen flood control berms.

Approximately 64.67 acres of habitat within the southern terminus of the EIHCA will be impacted from the development of the Vista Del Norte Crossing. Most of the impacts to the EIHCA will not be permanent impacts from the installation of the Vista Del Norte Crossing, but rather indirect impacts from the fragmentation of existing habitat and reduction in local connectivity to the southern terminus of the EIHCA due to the road crossing (80 feet) exceeding the width dimensions approved in the CVMSHCP (74 feet). The project proposes to donate 100 acres of natural habitat to be incorporated into the DPCA of the CVMSHCP to compensate for the loss of habitat within the EIHCA.

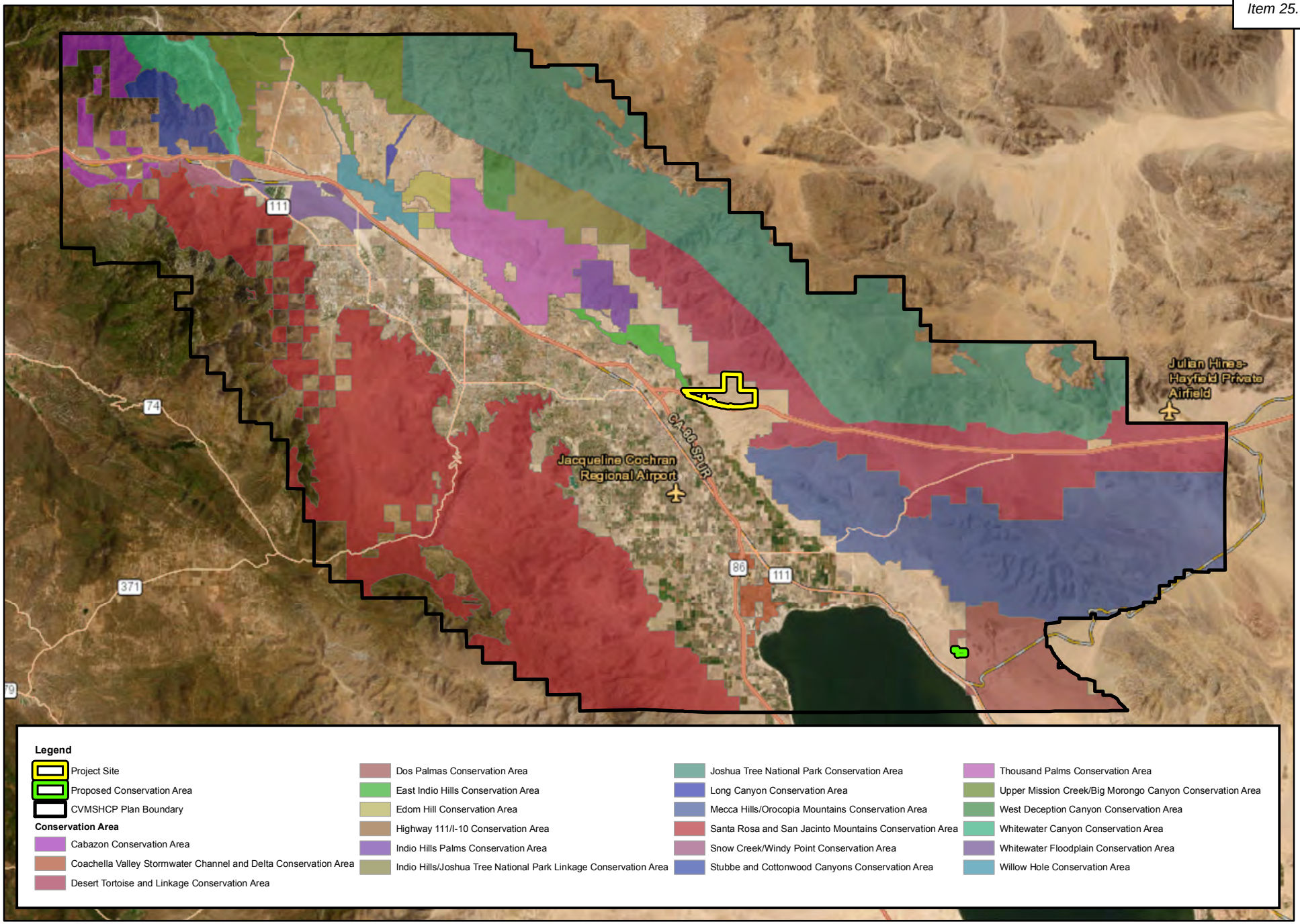
The table below shows that maximum acreages of disturbance on private lands within the City of Coachella's portion of the EIHCA. Land within the project site is considered privately-owned under

the CVMSHCP and the proposed development shall be consistent with this requirement. As noted above, the proposed development of the Vista Del Norte Crossing will result in a total of approximately 64.67 acres of impact to the EIHCA (refer to Exhibit 3). The physical development of the Vista Del Norte Crossing within the EIHCA will result in 3.42 acres of permanent impacts and 4.5 acres of temporary impacts, totaling 7.92 acres of impacts. Additionally, approximately 56.75 acres of indirect impacts will occur to the southern terminus of the EIHCA from the development of the crossing. The area of impact associated with the physical development of the crossing within the EIHCA has been minimized to the maximum extent practicable.

Table 1: Conservation and Take Authorization for EIHCA within City of Coachella

Conservation Objective	**Total Acres in Conservation Area**	**Existing Conservation Lands**	**Acres of Disturbance Authorized** (threshold)	**Remaining Acres to be Conserved**	**Acres of Impact from Vista Del Norte Crossing** bridge(direct) /total(indirect)
Conserve Other Cons. Habitat for flat-tailed horned lizard	6	0	1	5	1.32 / 6.43
Conserve Other Cons. Habitat for Le Conte's thrasher	62	0	6	56	7.19 / 54.99
Conserve Other Cons. Habitat for CV round-tailed ground squirrel	6	0	1	5	1.43 / 6.51
Conserve Other Cons. Habitat for Palm Springs pocket mouse	8	0	1	7	1.43 / 8.3

To offset impacts related to biological resources (64.67 acres) within the EIHCA, KPC proposes to donate 100 acres of land, under private ownership by the Applicant, to be included in the Dos Palmas Conservation Area (DPCA). These 100 acres are located adjacent to the DPCA. The 100 acres will be used to offset the 64.67 acres of impacts to land within the City of Coachella's portion of the EIHCA from implementation of the proposed project, resulting in a net increase of 35.33 acres of land being added to the DPCA (refer to Exhibit 4).



ELMT CONSULTING

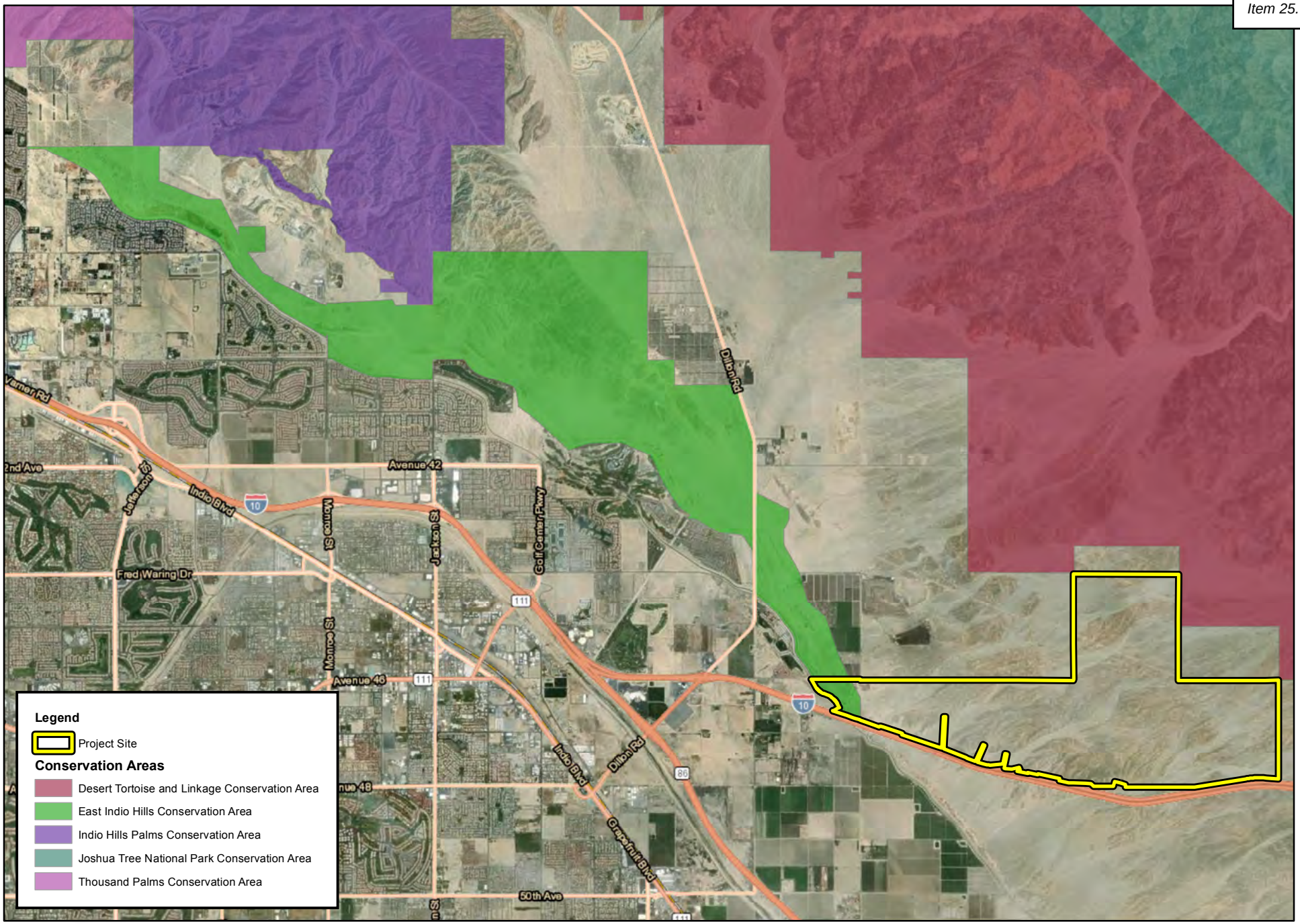
0 5 10 20 Miles

Source: ESRI Aerial Imagery, CVMSHCP, Riverside County

KPC COACHELLA SPECIFIC PLAN

CVMSHCP Conservation Areas

Exhibit 1



ELMT CONSULTING

0 1.25 2.5 5

Source: ESRI Aerial Imagery, CVMSHCP, Riverside County

KPC COACHELLA SPECIFIC PLAN

East Indio Hills Conservation Area

Exhibit 2

Section 2 Definition of Planning Area

The proposed project consists of 2 distinct elements: (1) the proposed development of the KPC Coachella Specific Plan Area (and Vista Del Norte Crossing), and (2) the proposed conservation measures that are an integral part of the proposed project and will contribute to overall conservation within CVMSHCP Conservation Areas. Both of these elements are important factors in determining whether the proposed modification to the conservation area would result in equal or greater biological values, compared to implementation of the CVMSHCP without the proposed project.

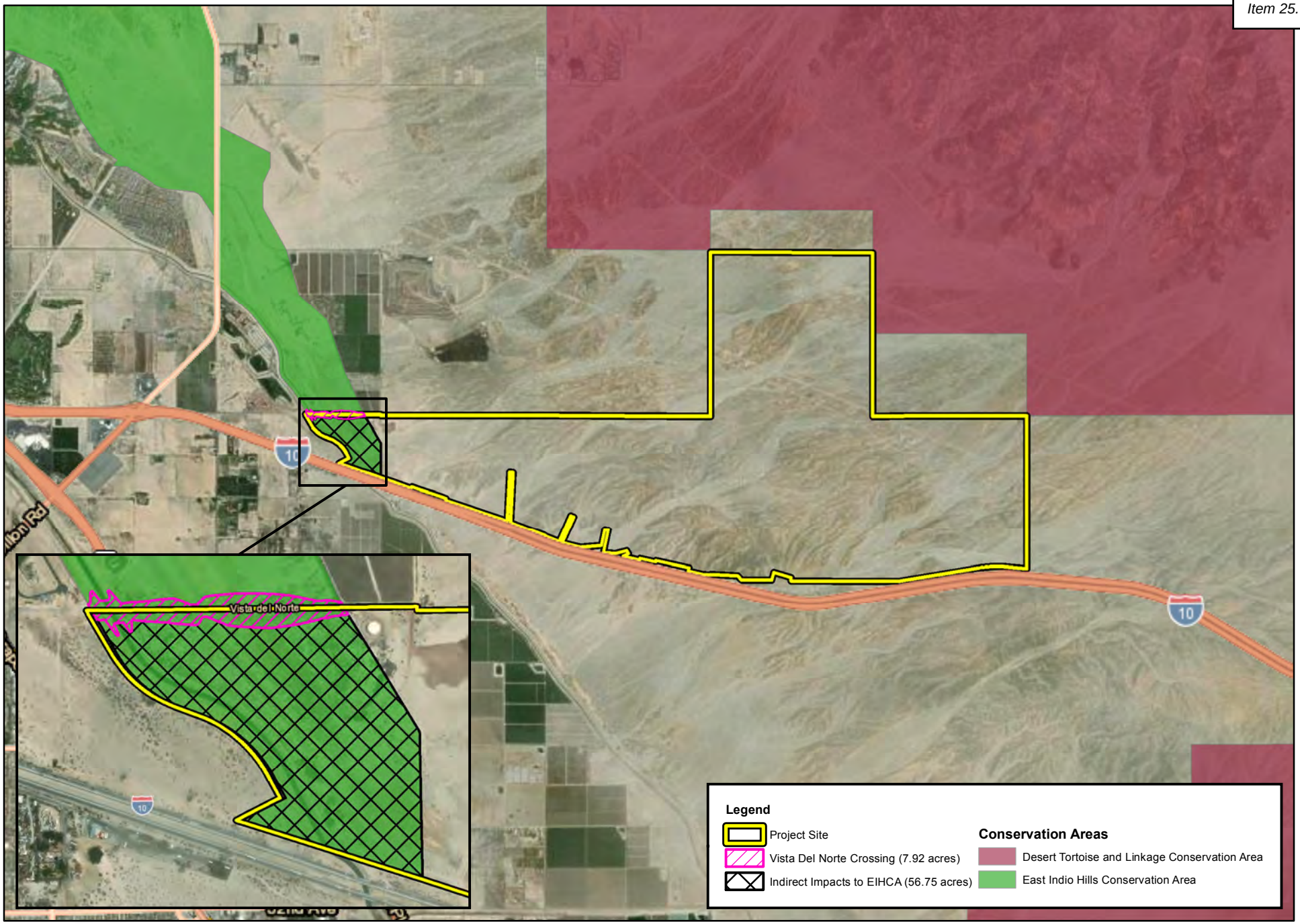
2.1 PROJECT LOCATION

The KPC Coachella Specific Plan Project site is generally located north of Interstate 10, south of State Route 62, west of State Route 177, and east of State Route 74 within the City of Coachella, Riverside County, California. The site is depicted on the Thermal Canyon and Indio quadrangles of the United States Geological Survey's (USGS) 7.5-minute topographic map series within Sections 24, 25, 26, 27, and 28 of Township 5 South, Range 8 East, and Section 30 of Township 5 South, Range 9 East. Specifically, KPC Coachella is located along the western foothills of the Little San Bernardino Mountains and immediately north of Interstate 10, and the western limits of the site coincide with the All American Canal (Exhibit 3, *Project Site*). The Vista Del Norte Crossing site is located within the overlap between the western terminus of KPC Coachella and the southern terminus of the EIHCA, extending eastward from the existing western terminus of Vista Del Norte.

2.2 PROPOSED CONSERVATION AREA

The proposed conservation area that will be used for the Like Exchange will include three parcels: APN 733-190-010, 733-190-012, and 733-190-01 (refer to Exhibit 4, *Proposed Conservation Area*).

1) APN 733-190-010 (totaling 80 acres) is located adjacent to the Dos Palmas Conservation Area (located approximately 20 miles southeast of the project site). The 80 acres of proposed conservation land abuts the existing Dos Palmas Conservation Area on its eastern boundary.
2) APN 733-190-012 (totaling 10 acres) is located adjacent to the Dos Palmas Conservation Area (located approximately 20 miles southeast of the project site). The 10 acres of proposed conservation land is adjacent/connected to APN 733-190-010 that abuts the existing Dos Palmas Conservation Area on its eastern boundary.
3) APN 733-190-013 (totaling 10 acres) is located adjacent to the Dos Palmas Conservation Area (located approximately 20 miles southeast of the project site). The 10 acres of proposed conservation land is immediately north of APN 733-190-012 that is adjacent/connected to APN 733-190-010 that abuts the existing Dos Palmas Conservation Area on its eastern boundary.



ELMT CONSULTING

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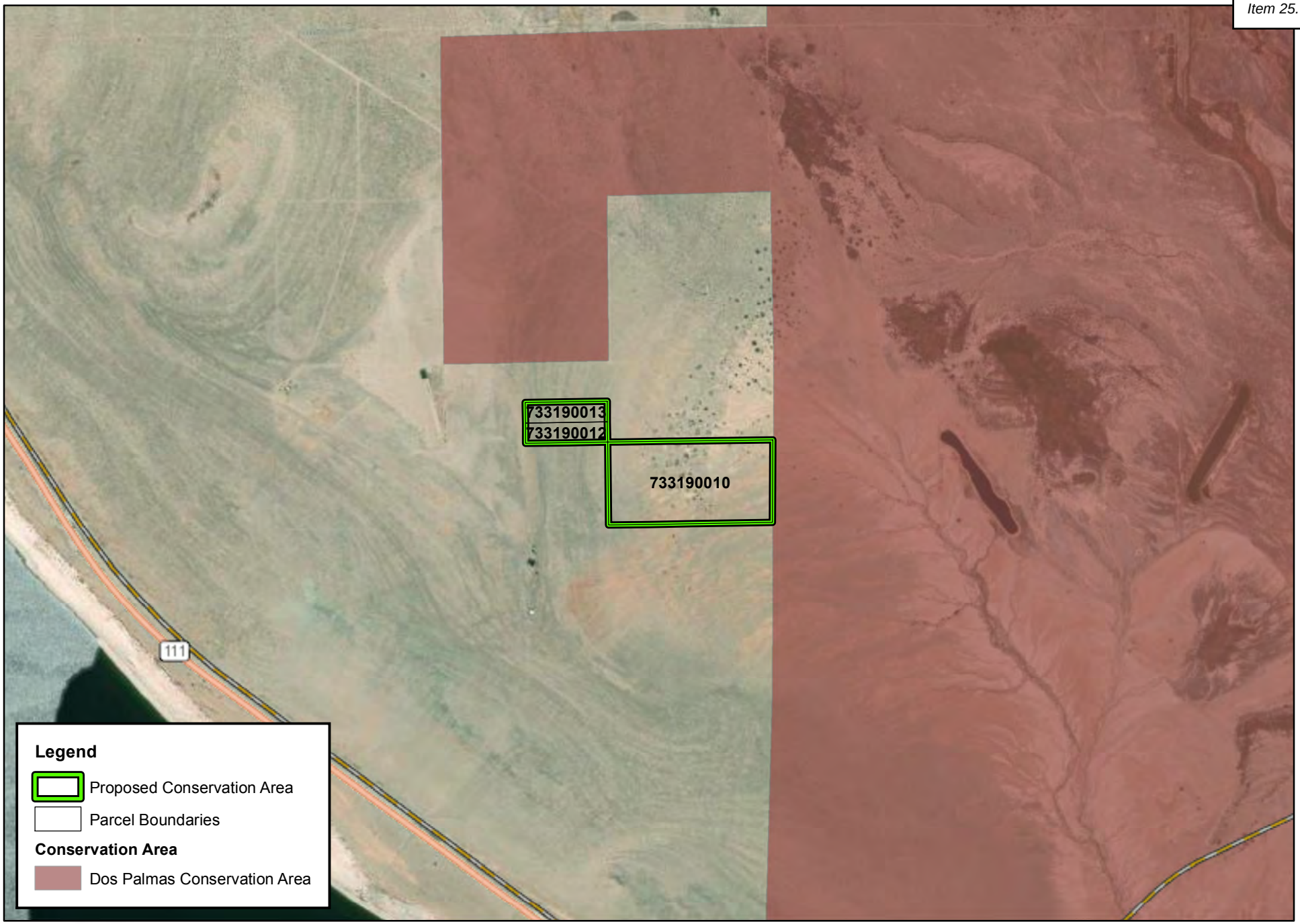
Source: ESRI Aerial Imagery, CVMSHCP, Riverside County

KPC COACHELLA SPECIFIC PLAN

Project Site

Exhibit 3



ELMT CONSULTING

0 0.5 1 2 Miles

Source: ESRI Aerial Imagery, CVMSHCP, Riverside County

KPC COACHELLA SPECIFIC PLAN

Proposed Conservation Area

Exhibit 4

Section 3 Project Description

3.1 PROJECT OVERVIEW

The proposed project consists of a Specific Plan for a new master planned community located at the eastern entrance to the City of Coachella (City). The 2,807-acre project site will provide a mixture of land uses intended to create a cohesive entrance to the City, with residential components that will be compatible with the surrounding existing and planned neighboring areas. The proposed project will provide additional commercial, residential, educational, employment, entertainment, and recreational opportunities for residents and visitors within the City.

The Project site has been contemplated for development over the years, including a previous specific plan concept referred to as "Desert Lakes." The Project site has a current General Plan land use designation of Resort District. The proposed Project is the KPC Coachella Specific Plan and related approvals, which proposes a master planned mixed-use community on approximately 2,807 (conceptual) acres of currently undeveloped land, entirely located within the City of Coachella. The Specific Plan proposes the following land uses (refer to Appendix A):

- A mixture of residential product types, including an active adult/senior-oriented village, totaling approximately 9,538 dwelling units;
- Approximately 305 acres of mixed-use areas, which include commercial retail, high-density residential, resort, and entertainment uses;
- A college/university overlay to allow for institutions of higher learning with an emphasis on healthcare;
- Approximately 71 acres of school (3 elementary schools and 1 middle school);
- Approximately 395 acres of parks, greenways, and amenity centers;
- Approximately 179 acres of circulation uses, including arterials, major, and secondary roadways;
- Approximately 68 acres of Agricultural Production areas;
- Approximately 754 acres of natural open space, including drainage channels and trails;
- A potential multi-story, high-rise building; and
- A proposed entertainment center/venue and performing arts theater

The Project will also require various on-site and off-site infrastructure improvements, including water, wastewater, dry utilities, roadway, and a non-vehicular trail connection under the I-10 to connect with the La Entrada Specific Plan. The Project includes other appurtenant facilities and uses typical of a master planned community.

A total of five Planning Villages are proposed within the KPC Coachella Specific Plan. The KPC Coachella Specific Plan identifies a variety of residential and non-residential designations. A discussion of each of the five proposed Villages are presented below:

Village A – Wellness District

Village A is the westernmost village within the plan area and acts as the entry point to the community from surrounding neighborhoods on Vista del Norte. This village is a mixture of lower and medium density residential uses located off the main circulation route on smaller collector roads. Village A would be served by two elementary schools. Village A also contains a Wellness University Overlay District on top of the proposed medium-density residential designation. The Overlay District is intended to allow for a small-scale public or private institution for higher education as a conditional use within the plan area. The area is shown as an overlay due to the uncertain nature of the potential future institution.

Village B – Entertainment Center

Village B is the primary entrance to the plan area from the new Avenue 50 Interchange and is characterized by the prominent entertainment center, hotel, and other commercial retail uses. This village also has a large mixed-use component, part of which is focused on health and wellness-related industries. Village B is also, the densest in terms of housing, with all residential parcels designated as high-density.

Village C – Active Recreation

Village C is centrally located within the plan area and defined by active recreation opportunities and a mixture of low- and medium-density residential. A large community-serving Sports Complex and Cycling Park is accessible from the surrounding villages through the larger trail connections as well as the primary roadway loop. A proposed elementary and middle school directly adjacent to the Sports Complex parcel allows for an emphasis on outdoor play and exercise. At the northern edge of the village, sports fields within the power line easement create opportunities for organized sporting events and practice space.

Village D – Active Adult Community

Village D is in the northern portion of the plan area and extends down to the edge of the east/west running utility easement. This area is planned as an Active Adult-Oriented Community and located away from the more intense mixed-use and entertainment areas. Village D is composed of a variety of different residential densities that allow for different housing types to be built. This diversity creates opportunities to accommodate residents with different living styles and income capabilities. Pedestrian promenades along the proposed roadways promote walking, biking, and other forms of exercise and connect to the larger trail system.

Village E –Agricultural Estates

Village E is in the eastern portion of the plan area and is defined by larger residential lots and agricultural production areas such as vineyards. An agricultural education center is proposed in the southeast portion of the village to provide opportunities for residents, especially school-age children, to learn about agricultural practices and where the food they eat comes from. Village E also contains an elementary school to serve families within Villages B and E.

Circulation

Regional circulation will be provided by the new Avenue 50 Interchange, and the extension of Avenue 50 into the site. Avenue 50 within the Project is planned as a six-lane divided arterial with a landscaped median and off-street bike/NEV lanes. Additional site access will be provided by an extension of Vista del Norte across the All-American Canal into the Project. The extension of Vista del Norte is planned as a four-lane divided arterial.

The project proposes the development of the Vista Del Norte Crossing to provide westerly access from the greater KPC Coachella site to adjacent portions of the City of Coachella (refer to Appendix A). The western and eastern portions of the crossing are located within existing road right-of-way, while the middle southern portion is located within a KPC owned parcel (APN 603-140-013), and the middle northern portion is located within a government owned parcel (APN 697-350-002). The Vista Del Norte Crossing includes an approximately 80-foot (ft) wide earthen fill section crossing over the existing canal and levee with 2:1 slopes daylighting at each side. The fill section extends eastward from the current eastern terminus of Vista Del Norte to the project site being approximately 3,300 lineal feet. There will be 6 large culverts on the east side of the existing levee, each being approximate 8 ft x 10 ft wide for mitigation of regional flood flows running along the existing eastern levee edge. The roadway will traverse the All American Canal via two 12 ft x 9 ft RCB culverts.

Internal circulation is defined by several loop roads providing access to the various neighborhoods and planning areas of the Project (refer to Appendix B). Two primary backbone road types are planned: a four-lane divided major roadway, which comprises the primary loop road and access point from Vista del Norte, and a two-lane secondary roadway. Vista Del Norte is proposed as a four-lane major roadway with an 80-foot right-of-way (refer to Appendix C). Due to the sloping topography and road curves, the two-lane collectors are designed with a center continuous turn lane to allow for turning movements in areas with potentially limited sight distance. The planned roads cross on-site drainages via arch-culvert bridges, although the intent is to minimize disturbance to the drainage channels to be retained. Where roads cross drainages or the All-American Canal, off-street trails are placed on-street to reduce the width of bridges.

Open Space

The Specific Plan Area has approximately 1,217 acres of open space, including parks, greenways, amenity centers, agricultural production, and drainage. These spaces create opportunities for both active and passive recreation as well as programmed sport courts and fields to host local leagues and tournaments. As mentioned previously, Village C contains a large sports complex and cycling park which connects to the plan-wide network of walking and cycling trails. New agricultural production areas are in Village E and are intended to provide opportunities for growing fruits, vegetables, nuts, or other goods for consumption within the community. An agricultural education center will teach residents, visitors, and school groups the importance of agricultural practices within the region. Several drainage channels needed to facilitate the movement of water throughout the site run diagonally from northeast to southwest as well as along the perimeter of the plan area. These are undisturbed open space areas that allow for hiking, walking, cycling, and other activities such as nature photography or educating residents and visitors on the local ecosystem through signage programs.

Lastly, miles of interconnected trails run through most planning areas and facilitate movement throughout the community without the need for a vehicle. These trails are in addition to sidewalks and nodes within each planning area that provide more walking opportunity. Walkability is particularly important within the active adult focused Village D, where large pedestrian promenades are proposed adjacent to local roadways.

3.2 CONSERVATION MEASURES

The proposed development of the Vista Del Norte Crossing will result in a total of approximately 64.67 acres of impact to the EIHCA (refer to Exhibit 3). The physical development of the Vista Del Norte Crossing within the EIHCA will result in 3.42 acres of permanent impacts and 4.5 acres of temporary impacts, totaling 7.92 acres of impacts. Additionally, approximately 56.75 acres of indirect impacts will occur to the southern terminus of the EIHCA from the development of the crossing. The area of impact associated with the physical development of the crossing within the EIHCA has been minimized to the maximum extent practicable.

Additionally, per Section 7.3.1, *Covered Activities*, of the CVMSHCP, local roadways need to be less than 74 feet in width with no more than one through travel lane in each direction to be considered a Covered Activity under the CVMSHCP. The Vista Del Norte Crossing is currently planned as a 4-lane roadway that will be wider than "approved" 74-foot-wide road, which has the potential to indirectly impact the southern terminus of the EIHCA. In order to meet the traffic/circulation requirements for the project, a 4-lane road is required. The width of the road was reduced to the maximum extent practicable, which is still over the maximum width described in the CVMSHP. The Vista Del Norte Crossing will provide one of two access points to the Project site. A two-lane roadway would not be sufficient to accommodate the traffic volumes projected for the Vista Del Norte Crossing. In addition, should an event arise that compromises access via the 2nd access point, a two-lane roadway would again, not be sufficient to accommodate the traffic volumes in said situation, nor would it adequately accommodate emergency response vehicles as they attempt to access/exit the Project site. A four-lane roadway would provide for sufficient movement into and out of the Project. In addition, per Figure 5-1: The Future Roadway Network of the General Plan Mobility Element shows that the Vista Del Norte Crossing is classified as a collector with bicycle facility. Per Table 5-1: Street Typologies of the Mobility Element, a collector with bicycle facility includes two travel lanes in each direction separated by a median lane with outside bicycle lanes and pedestrian sidewalks within a 90-foot ROW. This demonstrates that the City identified the need for a four-lane Vista Del Norte Crossing east of Dillon Road to accommodate future traffic. As a result, the proposed project, specifically the Vista Del Norte Crossing, would result in a total of approximately 64.67 acres of impacts within the EIHCA. The remainder of the project site is not located within any CVMSHCP Conservation Areas.

The area of impact within the EIHCA has been minimized to the maximum extent practicable. The project footprint includes the minimum impacts to the EIHCA required to provide sufficient access between the Specific Plan area and the City of Coachella via the Vista Del Norte Crossing. Most of the impacts to the EIHCA will not be permanent impacts from the installation of the crossing, but rather indirect impacts from the fragmentation of existing habitat and reduction in local connectivity to the southern terminus of the EIHCA due to the road exceeding the width dimensions approved in the CVMSHCP.

To compensate for the direct and indirect impacts to approximately 64.67 acres of habitat within the EIHCA, the project Applicant proposes to incorporate/designate 100 acres of natural habitat into the Dos Palmas Conservation Area. The proposed conservation areas will provide an overall increase to conserved modeled species habitat and lands conserved under the CVMSHCP. Additionally, post construction, the two large culverts within the All American Canal and associated access roads and the 6 large culverts on the east side of the existing levee, will continue to provide local wildlife movement opportunities both along the All American Canal under the expanded Vista Del Norte crossing to and from the southern terminus of the EIHCA that will not be directly impacted by the road crossing.

As noted above, the proposed location for the Vista Del Norte Crossing is located within the EIHCA of the MSHCP. Alternative locations were considered for the western access to the Project site; however, the Vista Del Norte extension was determined to provide the most direct and safe access to the Project site. The proposed alignment is the least intrusive alternative that meets the circulation requirements.

Alternative routes to the current Vista Del Norte crossing alignment were considered; located both north and south of the proposed alignment. The alternative alignments, like the current alignment, would bisect the EIHCA, and would also include geometric design features (90 degree angles) which provide for unsafe traffic conditions. Additionally, a northern alternative alignment would result in more impacts to habitat within the EIHCA and would result in more indirect impacts to the southern terminus of the EIHCA. A southern alternative alignment might result in lesser impacts to the EIHCA, but is not feasible from a design perspective.

Based on the MSHCP, on-site portions of the EIHCA are located within the core habitat for flat-tailed horned lizard, Le Conte's thrasher, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse. On-site portions of the EIHCA support two natural plant communities, Sonoran creosote bush scrub and mesquite hummocks, one non-native plant community, Tamarisk Scrub, and disturbed and developed land associated with the All American Canal and adjacent areas (refer to Exhibit 5, *Vegetation*).

To offset impacts to 64.67 acres, KPC proposes to transfer the fee title of the 100 acres of land to the CVCC for inclusion into the existing DPCA, southeast of the project site (refer to Exhibit 4). 64.67 acres will be used to offset impacts within the City of Coachella's portion of the EIHCA by the proposed project, resulting in a net increase of 35.33 acres of conservation area land being added to the DPCA.

Land Use Adjacency Guidelines

The purpose of Land Use Adjacency Guidelines (Section 4.5 of the CVMSHCP) is to avoid or minimize indirect effects from development adjacent to or within the Conservation Areas. Adjacent means sharing a common boundary with any parcel in a Conservation Area. Such indirect effects are commonly referred to as edge effects, and may include noise, lighting, drainage, intrusion of people, and the introduction of non-native plants and non-native predators such as dogs and cats. The proposed Vista Del Norte Crossing and KPC Coachella Specific Plan is currently located within and adjacent to the EIHCA, and as such the following Land Use Adjacency Guidelines shall be considered and implemented where applicable. Once the Like Exchange is approved, the Vista Del Norte Crossing and KPC Coachella Specific Plan will be located adjacent of the EIHCA.

Drainage

Proposed Development adjacent to or within a Conservation Area shall incorporate plans to ensure that the quantity and quality of runoff discharged to the adjacent Conservation Area is not altered in an adverse way when compared with existing conditions. Stormwater systems shall be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources or ecosystem processes within the adjacent Conservation Area.

The proposed project would not alter the flow direction of surface water flowing out of the Indio Hills to the north. There would be no changes to the quantity or quality of runoff or other water discharged to the Conservation Area. All water coming from onsite, including the crossing will be treated prior to release in the individual regional channels. The culverts are being designed along the levee edge where the water would collect during large storm events. The storm flows passing through the project are being modeled and reviewed by CVWD in concept as part of this approval. This design is in conceptual stage only and more detailed design and hydraulics will be provided in the future.

Toxics

Land uses proposed adjacent to or within a Conservation Area that use chemicals or generate bioproducts such as manure that are potentially toxic or may adversely affect wildlife and plant species, Habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in any discharge to the adjacent Conservation Area.

The proposed project would not generate toxic bioproducts or use toxic chemicals. Any spills of hazardous materials from project vehicles or equipment would be contained, cleaned up, and disposed of immediately.

The use, storage, transport, and disposal of hazardous materials would be governed by existing regulations of several agencies, including the U.S. EPA, U.S. Department of Transportation, California OSHA, and the Riverside County Fire Protection District. Compliance with applicable laws and regulations governing the use, storage, transportation, and disposal of hazardous materials would ensure that all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts. All spills or leakage of petroleum products are required to be immediately contained, the hazardous material identified, and the material remediated in compliance with applicable regulations, such as RCRA, for the cleanup and disposal of that contaminant. Should a spilled hazardous material reach the storm drain, it would be directed to the onsite stormwater system before being released into the individual regional channels.

Lighting

For proposed Development adjacent to or within a Conservation Area, lighting shall be shielded and directed toward the developed area. Landscape shielding or other appropriate methods shall be incorporated in project designs to minimize the effects of lighting adjacent to or within the adjacent Conservation Area in accordance with the guidelines to be included in the Implementation Manual.

The proposed project would install lighting that will be shielded and directed away from the conservation area. The Project is a Program EIR, therefore detailed design as it pertains to streetlight placement has not been conducted. However, lighting shall be placed in adherence to the Land Use Adjacency Guidelines in Section 4.5 of the CVMSHCP.

Vehicles would travel in an east-west direction along Vista Del Norte, not in a north-south direct, directly protruding light into the conservation area. Vehicles and associated headlights would also be elevated above the conservation area, again, not directly protruding light into the conservation area. Project lighting would adhere to the Design Guidelines presented in the KPC Coachella Specific Plan which would require lighting to minimize uncontrolled nighttime light and glare, light trespass, and night sky pollution with low brightness lighting fixtures utilizing warm, color corrected light sources and appropriate beam cut-off. Project lighting would also adhere to the requirements contained in the City's Zoning Code: Section 16.28.150(L) (Improvements and Grading); Section 17.56.010(J)(2)(e); (Signs); Section 17.54.010 (Off-Street Parking and Loading); Section 17.36.030(F) and (H); Section 17.36.140(7) (Specific Plan District); and Section 17.62.010(17) (Site Plans). These measures are uniformly applied to all development in the City. Project-related lighting would be consistent with the City Zoning Code and would be shielded to avoid light spillage and glare off the Project site. As such, adherence to these measures would be mandatory and enforceable upon approval of the Project plans. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses. Additionally, Draft EIR MM AES-1 would eliminate all nonessential lighting and MM AES-2 would require a photometric study.

Noise

Proposed Development adjacent to or within a Conservation Area that generates noise in excess of 75 dBA Leq hourly shall incorporate setbacks, berms, or walls, as appropriate, to minimize the effects of noise on the adjacent Conservation Area in accordance with the guidelines to be included in the Implementation Manual.

An acoustical assessment was conducted for the project in 2024. The assessment found that on-site and off-site construction and operations noise levels would be less than significant with mitigation incorporated. Mitigation Measure (MM) NOI-1 is required to ensure compliance with General Plan Policy 1.2 and Policy 5.20 which requires a detailed acoustical study demonstrating that new residential units would meet the City's Normally Compatible standard by incorporating architectural features instead of excessive setbacks or sound walls. MM NOI-2 requires that prior to the issuance of building permits, detailed project-specific Noise Assessment for projects with Villages A through E shall be prepared, for submittal and approval of the City of Coachella Development Services Department, which demonstrates on-site placement of stationary noise sources at commercial uses would not exceed noise standards established in the City of Coachella General Plan and City of Coachella Municipal Code Section 7.04.030. The Noise Assessment shall verify that stationary noise sources (e.g., loading dock facilities, mechanical equipment, and parking lots) are adequately shielded and/or located at an adequate distance from on-site and off-site sensitive receptors and residences in order to comply with noise regulations established by the City of Coachella.

A detailed noise analysis has not been conducted for traffic noise impacts along the Vista Del Norte Crossing adjacent the EIHCA as this is Program level EIR. However, analysis will be conducted at the

Project level in the future and shall adhere to the Land Use Adjacency Guidelines pertaining to Noise in Section 4.5 of the CVMSHCP.

Invasives

Invasive, non-native plant species shall not be incorporated in the landscape for land uses adjacent to or within a Conservation Area. Landscape treatments within or adjacent to a Conservation Area shall incorporate native plant materials to the maximum extent Feasible; recommended native species are listed in Table 4-112. The plants listed in Table 4-113 shall not be used within or adjacent to a Conservation Area. This list may be amended from time to time through a Minor Amendment with Wildlife Agency Concurrence.

The proposed project will not incorporate non-native plants adjacent to the conservation area. According to the Specific Plan, Typical Street Sections exhibit, landscaping is not proposed on the Vista Del Norte crossing, so as to minimize right-of-way impacts. Should it be determined at a later date (at the Project level) to include landscaping along the Vista Del Norte Crossing, invasive, non-native plant species shall not be incorporated in the landscape for land uses adjacent to the EIHCA in accordance with the Land Use Adjacency Guidelines in Section 4.5 of the CVMSHCP.

Barriers

Land uses adjacent to or within a Conservation Area shall incorporate barriers in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping in a Conservation Area. Such barriers may include native landscaping, rocks/boulders, fencing, walls and/or signage.

The proposed project will need to install a fence or barrier between the proposed development and the adjacent conservation area. The Project is a Program EIR, therefore detailed design as it pertains to guardrail placement has not been conducted. However, for pedestrian safety, a barrier (i.e., guardrail or wall) shall be place along the Vista Del Norte crossing.

The Project would adhere to the both the CVMSHCP Adjacency Guidelines and the Project's Specific Plan guidelines. The type and exact location of the fence/barrier is not known at this time as it's a Program Level EIR. However, the SP does specify:

- Prohibited Fences: The following materials and fence types are prohibited from use on any parcel of property in the Specific Plan area that is used for residential purposes:
    - Barbed wire
    - Razor wire
    - Electric fences
    - Other sharp materials

Grading/Land Development

Manufactured slopes associated with site Development shall not extend into adjacent land in a Conservation Area.

The project will include grading/contouring for the installation of the Vista Del Norte crossing. Impacts associated with this development are accounted for in the Like Exchange.

Section 4 Biological Information

4.1 VEGETATION MAPPING

Two (2) natural plant communities, Sonoran creosote bush scrub and mesquite hummocks, were documented within on-site portions of the EIHCA during the initial survey conducted on April 16, 2024. In addition, on-site portions of the EIHCA support a narrow swathe of Tamarisk Scrub and two land cover types that would be classified as disturbed and developed. Refer to Exhibit 5, *Vegetation Map*. Descriptions of the plant communities within the EHICA are provided below:

Sonoran Creosote Bush Scrub

A Sonoran creosote bush scrub plant community is the dominant habitat within the project site and on-site portions of the EIHCA. This plant community occurs on upland slopes, hills, bajadas, and alluvial fans and washes within the site. This plant community is dominated by widely-spaced stands of creosote bush (*Larrea tridentata*) with other shrubs, annual species, and open soils present between the stands of creosote bush. Other common shrubs supported within this plant community include white bursage (*Ambrosia dumosa*), brittlebush (*Encelia farinosa*), desert holly (*Atriplex hymenelytra*), desert-lavender (*Condea emoryi*), smoke tree (*Psorothamnus spinosus*), indigo bush (*Psorothamnus schottii*), desert bird-of-paradise (*Hoffmannseggia microphylla*), sweet bush (*Bebbia juncea*), and catclaw acacia (*Senegalia greggii*).

Mesquite Hummocks

Mesquite hummocks are supported in the southern portion of the on-site portions of the EIHCA and consist solely of mesquite on raised hummocks of windblown sand.

Tamarisk Scrub

Tamarisk scrub occurs in the eastern portion of on-site portions of the EIHCA in areas disturbed by both agriculture and construction of a water tower. This introduced plant community consists primarily of dense tamarisk (*Tamarix ramosissima*) shrubs and typically occurs on sandy or gravelly soils within, or in close proximity to, washes or streams and often follows major anthropogenic disturbance.

Disturbed/Developed Land

Disturbed land within on-site portions of the EIHCA consist primarily of bare soils and non-native species resulting from human disturbance. Disturbed lands have been graded, cleared, or used to the point where the land cannot support native vegetation. Developed land is supported within on-site portions of the All American Canal and relevant infrastructure.

4.2 COVERED SPECIES

On-site portions of the EIHCA provide core habitat for Flat-tailed horned lizard, Le Conte's thrasher, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse (refer to Exhibit 6, EIHCA Core Habitat, and Table 1). Please refer to Appendix D, *Biological Resources Assessment*, for a summary of the biological surveys that have been conducted for the project. Based on the results of

the Biological Resources Assessment, the KPC Coachella Specific Plan project site supports sensitive biological resources including jurisdictional waters of the state, two non-listed special-status bird species (i.e., loggerhead shrike and black-tailed gnatcatcher), moderate potential to support the state and federally-threatened desert tortoise, low potential to support the federally endangered Coachella Valley milk-vetch, and moderate to high potential to support numerous non-listed special-status species including burrowing owl. Descriptions of covered species with core habitat within the project site are provided below. Additionally, the CVMSHCP requires the conservation of mesquite hummocks, which occur within the proposed Vista Del Norte Crossing and are described below.

It should be noted that the northwest portion of the Vista Del Norte Crossing, within the EIHCA, is also located within CVMSHCP modeled habitat for yellow warbler (*Setophaga petechia*), yellow-breasted chat (*Icteria virens*), Crissal thrasher (*Toxostoma crissale*), summer tanager (*Piranga rubra*), least Bell's vireo (*Vireo bellii pusillus*), and desert tortoise (*Gopherus agassizii*). However, there are no conservation objectives for these species within the EIHCA.

The species described in further detail below are for those species with modeled habitat within the EIHCA, within the City of Coachella, that have conservation objectives that need to be met.

Additionally, the proposed donation area in the DPCA is modeled to support the same habitat types and same covered species as those identified as occurring in the EIHCA. However, the DPCA is larger in size and biologically less disturbed/constrained, providing higher quality habitat of each modeled habitat type and is expected to support a greater number of the covered species. General biological surveys were conducted on the proposed donation area in June 2024 to document the type and the quality of the habitat(s) onsite, and the site's exposure to anthropogenic disturbances.

4.2.1 Flat-tailed Horned Lizard

Flat-tailed horned lizard is designated by the CDFW as a species of special concern. It is covered under the CVMSHCP. This species is typically found in open, sandy habitats, usually sparsely vegetated with creosote bush and burrobush, where it feeds on harvester ants. While fine, windblown sands are preferred, excessively loose and unstable sand may also discourage this species from occurring in an area. Adults are typically active anywhere from mid-February to mid-November but are most active between April and September. Mating occurs in May and June, with eggs hatching between July and October.

Approximately 6 acres of core habitat are mapped within the EIHCA within the City of Coachella for this species. Of the 6 acres, 1 acre has been authorized for disturbance, and 5 acres are described for conservation. The proposed project will directly impact 1.32 acres and will indirectly impact 6.43 acres of mapped habitat for flat-tailed horned lizard.

4.2.2 Le Conte's Thrasher

Le Conte's thrasher is designated by the CDFW as a species of special concern. It is covered under the CVMSHCP. It is a year-round resident of southern California. This species is typically found in sparsely vegetated desert flats, dunes, alluvial fans, or gently rolling hills with a high proportion of

saltbush (*Atriplex* spp.) or cholla (*Cylindropuntia* spp.) but may still utilize areas without these plants. Water is rarely present, and leaf litter under shrubs is required for insect buildup. This species primarily nests in thorny shrubs and cholla. The general nesting season extends from mid-February to late June.

Approximately 62 acres of core habitat are mapped within the EIHCA within the City of Coachella for this species. Of the 62 acres, 6 acres have been authorized for disturbance, and 56 acres are described for conservation. The proposed project will directly impact 7.19 acres and will indirectly impact 63.96 acres of mapped habitat for Le Conte's thrasher.

4.2.3 Coachella Valley Round-tailed Ground Squirrel

Coachella Valley round-tailed ground squirrel is designated by the CDFW as a species of special concern. This species is typically found in scrub and wash habitats including mesquite- and creosote-dominated sand dunes, creosote bush scrub, creosote-palo verde scrub, and saltbush/alkali scrub, particularly in sandy floodplains. Ideal habitat seems to be areas where hummocks of sand accumulate at the base of large shrubs, and according to current data as described in the CVMSHCP, this species seems to particularly favor hummocks that form around mesquite. It is inactive and in its burrows from August until January.

Approximately 6 acres of core habitat are mapped within the EIHCA within the City of Coachella for this species. Of the 6 acres, 1 acre has been authorized for disturbance, and 5 acres are described for conservation. The proposed project will directly impact 1.43 acres and will indirectly impact 6.51 acres of mapped habitat for Coachella Valley round-tailed ground squirrel.

4.2.4 Palm Springs Pocket Mouse

The Palm Springs pocket mouse is designated by the CDFW as a species of special concern and is also covered under the CVMSHCP. It is endemic to the Coachella Valley, and while its current distribution is not well-known, it was historically present from the San Gorgonio Pass to Joshua Tree National Park and south to Borrego Springs. This species generally occurs in creosote scrub, desert scrub, and grasslands with loose and/or sandy soils and sparse to moderate vegetative cover. Areas dominated by creosote bush, brittlebush (*Encelia farinosa*), burrobush, and ephedra (*Ephedra californica*). They are likely dormant generally between October and March but may emerge periodically to feed on seed caches.

Approximately 8 acres of core habitat are mapped within the EIHCA within the City of Coachella for this species. Of the 8 acres, 1 acre has been authorized for disturbance, and 7 acres are described for conservation. The proposed project will directly impact 1.43 acres and will indirectly impact 8.3 acres of mapped habitat for Palm Springs pocket mouse.

4.2.5 Mesquite Hummocks

This plant community is composed of large clumps of low growing honey mesquite (*Prosopis glandulosa*) shrubs. The mesquite shrubs may form hummocks over sand dunes. The hummocks also occur on level terrain, at the margins of palm oases or in the area south and east of Indio to the north

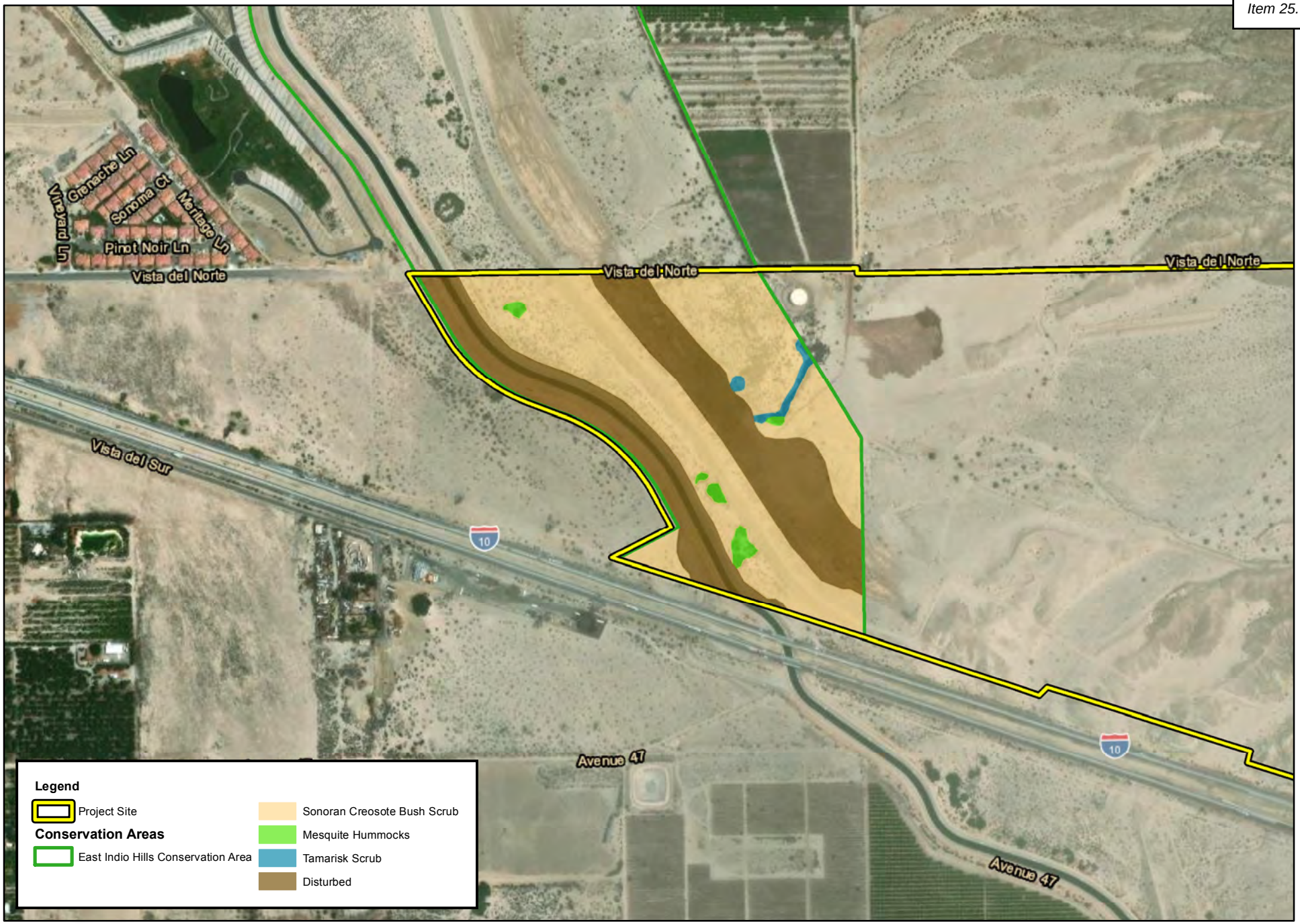
end of the Salton Sea. These mesquite hummocks are typically associated with high soil moisture, often associated with fault areas or springs. This community occurs in the Plan Area at one location south of Cabazon, in the vicinity of Willow Hole, on the Thousand Palms Preserve, and along the southern base of the Indio Hills, associated with the San Andreas Fault. Mesquite hummocks also occur around the northern end of the Salton Sea and at Dos Palmas. Remaining mesquite hummocks are highly fragmented and often senescent, perhaps due to lack of groundwater.

There are approximately 43 acres of mesquite hummocks mapped within the EIHCA. Of the 43 acres, 39 acres are proposed to be conserved, meaning only 4 acres has been authorized for disturbanceThe Vista Del Norte crossing will result in the direct impacts to 0.18 acre of mesquite hummocks, and 0.79 acre of indirect impacts to mesquite hummocks, totaling 0.97 acre of impacts. No net loss of Mesquite Hummocks will occur with the conservation of approximately 4 acres of Mesquite Hummocks within the DPCA to that would not otherwise be conserved.

4.3 BIOLOGICAL CORRIDOR OR LINKAGE

While no designated corridors occur within on-site portions of the EIHCA, the EIHCA as a whole serves as a biological corridor and linkage to the Indio Hills Conservation Area through the Thousand Palms Conservation Area, which ultimately links with Joshua Tree National Park (refer to Exhibit 2). In the southern portion of the EIHCA, the All American Canal serves as the primary corridor for local wildlife movement. However, since the southern terminus of the EIHCA is bordered by Interstate 10 to the south, a mix of developed and undeveloped land to the west, undeveloped and agricultural land to the north and undeveloped land to the east, this portion of the EIHCA is constrained by edge effects.

The installation of box culverts (two 12 ft x 9 ft RCB sections) in the canal and 6 large culverts (each being approximate 8 ft x 10 ft wide) on the east side of the levee, with soft “natural” bottoms composed of sandy substrate, will ensure the regular functionality of the All American Canal is maintained, flows will be maintained within the Canal and its function as a biological corridor will be maintained (refer to Appendix C). The culverts will provide line of site from one side to the other, allowing wildlife to visually see across the culvert, which allows wildlife to more readily use the culverts as a corridor. Access roads along each side of the All American Canal will continue to provide access to the south for terrestrial and aerial wildlife species. Note that drainage structure design in only in the preliminary phase as the Project is a Program EIR and Specific Plan. During final design there is the potential for culvert dimensions to change, potentially reducing the number of and increasing the size of required culverts.



ELMT CONSULTING

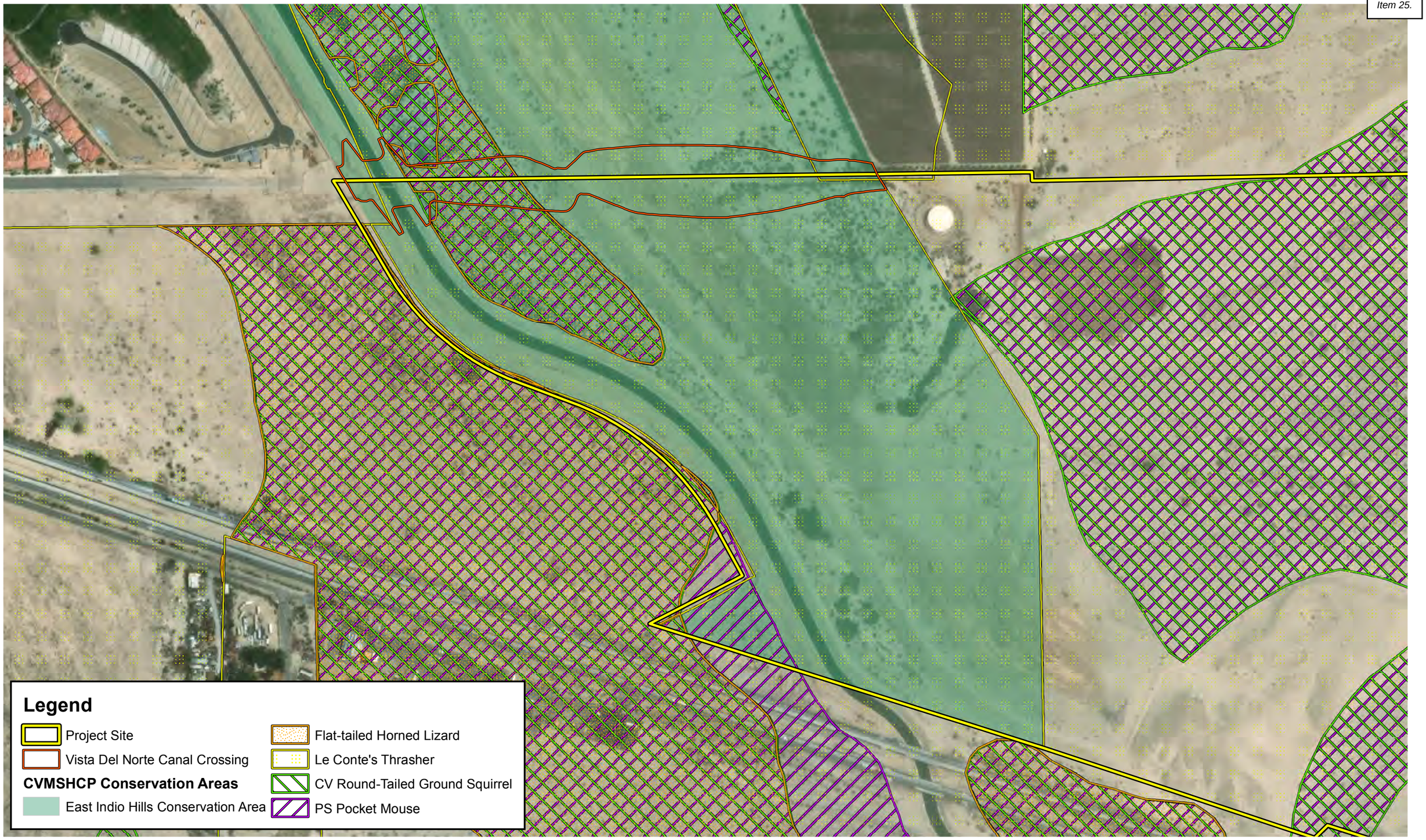
0 250 500 1,000 Feet

Source: ESRI Aerial Imagery, CVMSHCP, Riverside County

KPC COACHELLA SPECIFIC PLAN

Vegetation (within EIHCA)

Exhibit 5



ELMT CONSULTING

0 2,500 5,000 10,000 Feet

Source: ESRI Aerial Imagery, Riverside County

KPC COACHELLA SPECIFIC PLAN

EIHCA Core Habitat

Exhibit 6

Section 5 Equivalency Analysis for the Proposed Modification to the East Indio Hills Conservation Area

As shown in Table 4-81a of the MSHCP, disturbance or habitat loss is limited within the City of Coachella's portion of the EIHCA. In order to authorize the proposed 64.67 acres of impacts in the existing EIHCA, a modification supported by an equivalency analysis is proposed. The equivalency analysis for the proposed modification will ensure consistency with the MSHCP and will result in a net increase of 35.33 acres of conserved modeled habitat.

The rationale for the equivalency analysis is based on:

- The CVMSHCP's acknowledgement that it may be possible to achieve the Plan's conservation goals through a different configuration or modification of the EIHCA;
- The proposed modification or Like Exchange will result in equal or greater benefits to Covered Species and conserved natural communities as compared to those benefits analyzed in the CVMSHCP (existing Conservation Area boundaries);
- The level of take of (impact to) Covered Species is no greater than that analyzed in the Plan; and
- The ecological processes associated with the project will improve the ecological processes associated with the EIHCA from what was assumed when the CVMSHCP was adopted.

This section presents the above rationale, identifies the proposed modification or Like Exchange acreage requirements, describes the baseline against which the modification or Like Exchange is compared, and summarizes the required equivalency findings. Additionally, this section compares the effects/benefits of the proposed project with the proposed modification, and a project on the same site not deviating from the Conservation Area Conservation Objectives.

5.1 COVERED SPECIES HABITAT AND LEVEL OF TAKE

As explained in detail below, the conservation of suitable habitat and level of take of Covered Species with the proposed modification provides an increase in additional conserved land that is biologically superior in terms of habitat quality and the number of covered species it supports. The net result is an increase in conservation area and covered species beyond that would occur without the like exchange. Impacts to the EIHCA and donation of the 100-acres to the DPCA will not increase Take within the CVMSHCP, but will increase areas for conservation. This section addresses the specific habitat requirements of the species of concern on the site. Development of the Vista Del Norte Crossing will result in a total of 64.67 acres of impacts to the EIHCA. The Plan allows for various impacts to core habitat within the City of Coachella's portion of the EIHCA. KPC has acquired 100 acres of private land to the southeast, immediately adjacent to DPCA (refer to Exhibit 5 and Exhibit 7, *DPCA Core Habitat*), to be added to the DPCA, to compensate for the loss of habitat within the EIHCA.

The habitat within the EHICA has been disturbed by the installation of the All American Canal and grading activities to the east. Additionally, this section of the EIHCA is constrained by developments to the west, agricultural activities to the east, and Interstate 10 to the south. These surrounding land uses, combined with onsite anthropogenic disturbances, have degraded the habitat quality and restricted wildlife movement within the southern terminus of the EIHCA, thereby reducing its long-term conservation value.

In contrast, the habitat within the DPCA and its surrounding area remains undeveloped within minimal anthropogenic disturbances. The undisturbed habitats within and around the 100-acre area proposed for inclusion in the DPCA are of higher quality than those in the impacted areas of the EIHCA, as they are not constrained by surrounding development and have not experienced significant anthropogenic disturbances. As a result, the 100-acre area to be included in the DPCA offers greater long-term conservation value than the habitats being impacted in the EIHCA.

Core habitat for each of the Covered Species addressed in the EIHCA will be conserved at a higher acreage with higher quality habitats throughout the CVMSHCP Conservation Areas because of the proposed modification. As previously noted, the proposed donation site provides habitat that is not as constrained as the habitats within the EIHCA, and is subject to less anthropogenic disturbances which provides higher quality habitats for the core species.

Conservation Objective	**Total Acres in Conservation Area**	**Existing Conservation Lands**	**Acres of Disturbance Authorized** (threshold)	**Remaining Acres to be Conserved**	**Acres of Impact from Vista Del Norte Crossing** bridge(direct) /total(indirect)	**Acres Proposed for Conservation within the DPCA**	**Net Increase of Conservation Lands**
Conserve Other Cons. Habitat for flat-tailed horned lizard	6 ac	0	1 ac	5 ac	1.32 / 6.43 ac	87.01 ac	79.26 ac
Conserve Other Cons. Habitat for Le Conte's thrasher	62 ac	0	6 ac	56 ac	7.19 / 54.99 ac	69.61 ac	7.43 ac
Conserve Other Cons. Habitat for CV round-tailed ground squirrel	6 ac	0	1 ac	5 ac	1.43 / 6.51 ac	18.38 ac	10.44 ac
Conserve Other Cons. Habitat for Palm Springs pocket mouse	8 ac	0	1 ac	7 ac	1.43 / 8.3 ac	46.40	36.67 ac

5.1.1 Flat-tailed Horned Lizard

Of the 100 acres proposed for conservation, 87.01 acres are considered core habitat for flat-tailed horned lizard. This will result in a net increase of 79.26 acres of conservation of potential and predicted flat-tailed horned lizard habitat to compensate for the 1.32 acres of direct and 6.43 acres of indirect impacts to flat-tailed horned lizard core habitat within the EIHCA. Based on the information provided

above, the proposed mitigation for flat-tailed horned lizard habitat will be biologically superior to what would otherwise occur.

5.1.2 Le Conte's Thrasher

Of the 100 acres proposed for conservation, 69.61 acres are considered core habitat for Le Conte's thrasher. This will result in a net increase of 7.43 acres of conservation of predicted and potential Le Conte's thrasher habitat to compensate for the 62.18 acres of impacts to Le Conte's thrasher core habitat in the EIHCA. Based on the information provided above, the level of take of Le Conte's thrasher habitat will be biologically superior to what would otherwise occur.

5.1.3 Coachella Valley Round-tailed Ground Squirrel

Of the 100 acres proposed for conservation, 18.38 acres are considered core habitat for Coachella Valley round-tailed ground squirrel. This will result in a net increase of 10.44 acres of conservation of predicted and potential Coachella Valley round-tailed ground squirrel habitat to compensate for the 1.43 acres of direct and 6.51 acres of indirect impacts to Coachella Valley round-tailed ground squirrel core habitat in the IEHCA. Based on the information provided above, the level of take of Coachella Valley round-tailed ground squirrel habitat will be biologically superior to what would otherwise occur.

5.1.4 Palm Springs Pocket Mouse

Of the 100 acres proposed for conservation, 46.40 acres are considered core habitat for Palm Springs pocket mouse. This will result in a net increase of 36.67 acres of conservation of predicted and potential Palm Springs pocket mouse habitat to compensate for the 1.43 acres of direct and 8.3 acres of indirect impacts to Palm Springs pocket mouse core habitat associated with the project in the EIHCA. Based on the information provided above, the level of take of Palm Springs pocket mouse habitat will be biologically superior to what would otherwise occur.

5.2 NATURAL COMMUNITIES

On-site portions of the EIHCA support Sonoran creosote bush scrub and mesquite hummocks in addition to Tamarisk Scrub and disturbed and developed land. The proposed additional conservation areas support Sonoran creosote bush scrub, mesquite hummocks and desert sink scrub, absent the Tamarisk Scrub and disturbed and developed land supported in on-site portions of the EIHCA. In addition, while no habitat-specific conservation goals are identified for the Coachella portion of the EIHCA, the conservation goals of the DPCA do include conservation of mesquite hummocks, which are present within the proposed conservation land additions. Therefore, based on the information provided in Section 5.1 above, the proposed modification will result in an increase in acreage of conserved Sonoran creosote bush scrub and mesquite hummocks with improved overall habitat function and values.

Further, while the Coachella portions of the EIHCA do not specify conservation goals for mesquite hummocks, the mesquite hummocks supported in the conservation land additions will contribute to the habitat conservation goals of the DPCA.

According to Table 10-8 of the CVMSHCP*, Summary of Natural Community within Conservation Areas: Mesquite Hummocks*, a total of 43 acres of mesquite hummocks occur within the EIHCA. A total of 4 acres are subject to impacts. As a result, a total of 39 acres are to be conserved within the CVMSHCP Reserve System.

As previously noted, the Vista Del Norte crossing will result in the direct impacts to 0.18 acre of mesquite hummocks, and 0.79 acre of indirect impacts to mesquite hummocks, totaling 0.97 acre of impacts. The proposed mitigation will result in the conservation of approximately 4 acres of Mesquite Hummocks within the DPCA to that would not otherwise be conserved, resulting in a net increase of 3.03 acres of mesquite hummocks being added to the Reserve System on conservation.

5.3 BIOLOGICAL CORRIDORS AND LIKANGES

While no official corridors or linkages are mapped within on-site portions of the EIHCA, the All American Canal, its adjacent access roads and habitat on either side of the Canal are expected to provide a linkage or biological corridor between the EIHCA and the Indio Hills Conservation Area through the Thousand Palms Conservation Area (refer to Exhibit 2). Project impacts in the vicinity of the All American Canal will be limited to the Vista Del Norte Crossing, which is designed to maintain flows through the All American Canal, ultimately preserving its function as a biological corridor in the long-term. The proposed conservation that the project will preserve a biologically superior corridor than that analyzed in the MSHCP because the habitats within the EIHCA are constrained by existing development and anthropogenic disturbances.

Inclusion of the 100 acre area into the DPCA would provide additional local wildlife movement opportunities to the Dos Palmas Preserve to the north and Salt Creek to the southeast. The addition of the 100 acres to the DPCA will enhance local wildlife movement opportunities by adding additional undeveloped habitat to the DPCA that will act as an additional habitat buffer/refugia habitat to the Dos Palmas Preserve to the north and Salt Creek.

5.4 ESSENTIAL ECOLOGICAL PROCESSES

No key ecological processes are indicated by the MSHCP as occurring within or adjacent to on-site portions of the EIHCA, nor are any located within or adjacent to the proposed conservation land additions. Project activities would ensure the continued functionality of the All American Channel and surrounding flood control infrastructure via the installation of culverts, and regular flows will be maintained within all on-site portions of the EIHCA. Therefore, the proposed project would result in overall superior conditions affecting essential ecological processes.

5.5 CONSERVATION AREA CONFIGURATION AND MANAGEMENT

None of the three proposed conservation land additions occur within the existing boundaries of a Conservation Area. The largest of the three parcels occurs adjacent to the western boundary of the DPCA and the remaining two parcels occur adjacent to each other and share an adjoining corner with

the largest parcel. The inclusion of these adjacent parcels will add 100 acres to the overall DPCA (refer to Exhibit 4). While the overall addition exhibits some fragmentation compared to the existing boundary of the DPCA, the land adjacent to these areas primarily consists of privately-owned parcels of similar habitats and topography as the additions and no adjacent development is present. Furthermore, this addition will help connect the larger DPCA with the smaller area extending from it, enhancing habitat continuity. Therefore, the proposed mitigation is not expected to create any new or additional concerns regarding the configuration and/or management of existing DPCA boundary adjustment.

The likelihood of development occurring on the parcels surrounding the 100-acre area is currently unknown. However, there are approximately eleven property owners of these surrounding parcels, and there have been no past or recent attempts to develop the land. This desolate area would require significant infrastructure to support development, making it unviable for large-scale development.

Based on a review of recent and historic aerial images and field surveys, the 100-acre area has not been subject to routine or high levels of off-road vehicle activity. Due to the site's remote nature, off-road vehicle activities is limited to Line Road, outside of the proposed 100 acre area, and areas immediately adjacent to the road. The 100 acre area has been subject to minimal off-road vehicle use since it is not easily accessible. Additionally, the Desert Air Sky Ranch 63-CA, is located approximately 0.3 mile southwest of the 100 acre area. The airstrip along with utility lines in the area does not pose additional management concerns. The airstrip is confined to its boundaries west of the 100 acre area, and utility line maintenance would be minimal.

The primary conservation goals for Coachella's portion of the EIHCA include conserving up to 73 acres of "Core Habitat" for the four species discussed above, as well as conserving Covered Species where they occur. The proposed modification will support this objective by conserving 100 acres of modeled core habitat for the Covered Species in the DPCA, which will increase the overall acreage of conserved habitat than would occur without the Like Exchange.

The Conservation Objectives for EIHCA are as follows (the conservation objectives are listed first followed by the rationale of how the conservation area objectives are still being met with the proposed conservation):

1. In total, 2,790 acres of the East Indio Hills Conservation Area shall be conserved. (This may be less than the sum of acres indicated in the following objectives because there can be overlap among areas covered by the objectives. For example, Core Habitat for two or more species may overlap, or Core Habitat and an Essential Ecological Process area may overlap. The individual acreage figures will be used in compliance monitoring.)

The proposed Vista Del Norte Crossing is located at the southern terminus of the EIHCA, an area affected by edge effects from surrounding anthropogenic disturbances. The majority of the EIHCA lies west of the project site, beyond Dillon Road, and will not be impacted from the Vista Del Norte Crossing. The conservation of land within the Indio Hills, west of the project site, within the EIHCA, ensures ample habitat is preserved as part of the CVMSHCP.

2. Conserve Habitat, as set forth below, for Mecca aster, flat-tailed horned lizard, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse, allowing evolutionary processes and natural population fluctuations to occur. Minimize fragmentation, human-caused disturbance, and edge effects by conserving contiguous Habitat patches and effective Linkages.

    a. Conserve at least 1,045 acres of Other Conserved Habitat for the Mecca aster in the Riverside County portion of the area.

There are not conservation requirements for Mecca aster within the City of Coachella's portion of the EIHCA. No impacts to Mecca aster will occur from development of the Vista Del Norte Crossing.

    b. Conserve at least 415 acres of Other Conserved Habitat for the flat-tailed horned lizard in the Riverside County portion of the area, at least 5 acres in the City of Coachella portion, and at least 100 acres in the City of Indio portion. Conservation of species Habitat in the City of Indio is subject to the conditions in measure 1 of the Required Measures for the Conservation Area section below.

Approximately 6 acres of core habitat are mapped within the EIHCA within the City of Coachella for flat-tailed horned lizard. Of the 6 acres, 1 acre has been authorized for disturbance, and 5 acres are described for conservation. The proposed project will directly impact 1.32 acres and will indirectly impact 6.43 acres of mapped habitat for flat-tailed horned lizard. Adding the 100-acre area to the DPCA will contribute 87.1 acres of additional habitat for the flat-tailed horned lizard to the overall CVMSHCP. This will more than compensate for the take within the City of Coachella's portion of the EIHCA and exceeds the conservation objectives of the EIHCA.

    c. Conserve at least 1,253 acres of Other Conserved Habitat for Le Conte's thrasher in the Riverside County portion of the area, at least 56 acres in the City of Coachella portion, and at least 105 acres in the City of Indio portion. Conserve Le Conte's thrasher nesting sites in the area as described in Section 4.4 for avoidance, minimization, and mitigation measures. Conservation of species Habitat in the City of Indio is subject to the conditions in measure 1 of the Required Measures for the Conservation Area section below.

Approximately 62 acres of core habitat are mapped within the EIHCA within the City of Coachella for Le Conte's thrasher. Of the 62 acres, 6 acres have been authorized for disturbance, and 56 acres are described for conservation. The proposed project will directly impact 7.19 acres and will indirectly impact 63.96 acres of mapped habitat for Le Conte's thrasher. Adding the 100-acre area to the DPCA will contribute 69.6 acres of additional habitat for the Le Conte's thrasher to the overall CVMSHCP. This will compensate for the additional take within the City of Coachella's portion of the EIHCA and meet the conservation objectives of the EIHCA.

    d. Conserve at least 896 acres of Other Conserved Habitat for the Coachella Valley round-tailed ground squirrel in the Riverside County portion of the area, at least 5 acres in the City of Coachella portion, and at least 103 acres in the City of Indio portion.

Conservation of species Habitat in the City of Indio is subject to the conditions in measure 1 of the Required Measures for the Conservation Area section below.

Approximately 6 acres of core habitat are mapped within the EIHCA within the City of Coachella for Coachella Valley round-tailed ground squirrel. Of the 6 acres, 1 acre has been authorized for disturbance, and 5 acres are described for conservation. The proposed project will directly impact 1.43 acres and will indirectly impact 6.51 acres of mapped habitat for Coachella Valley round-tailed ground squirrel. Adding the 100-acre area to the DPCA will contribute 18.4 acres of additional habitat for the Coachella Valley round-tailed ground squirrel to the overall CVMSHCP. This will compensate for the additional take within the City of Coachella's portion of the EIHCA and meet the conservation objectives of the EIHCA.

e. Conserve at least 944 acres of Other Conserved Habitat for the Palm Springs pocket mouse in the Riverside County portion of the area, at least 7 acres in the City of Coachella portion, and at least 103 acres in the City of Indio portion. Conservation of species Habitat in the City of Indio is subject to the conditions in measure 1 of the Required Measures for the Conservation Area section below.

Approximately 8 acres of core habitat are mapped within the EIHCA within the City of Coachella for Palm Springs pocket mouse. Of the 8 acres, 1 acre has been authorized for disturbance, and 7 acres are described for conservation. The proposed project will directly impact 1.43 acres and will indirectly impact 8.3 acres of mapped habitat for Palm Springs pocket mouse. Adding the 100-acre area to the DPCA will contribute 46.4 acres of additional habitat for the Palm Springs pocket mouse to the overall CVMSHCP. This will compensate for the additional take within the City of Coachella's portion of the EIHCA and meet the conservation objectives of the EIHCA.

3. Conserve at least 4 acres of active desert dunes in the Riverside County portion; at least 295 acres of stabilized and partially stabilized desert sand fields in the Riverside County portion of the area; at least 100 acres of stabilized shielded desert sand fields in the City of Indio portion of the area and at least 256 acres in the Riverside County portion; at least 2 acres of mesquite hummocks in the City of Indio portion of the area and at least 39 acres in the Riverside County portion; and at least 7 acres of desert saltbush scrub in the Riverside County portion of the area to conserve these natural communities. Conservation of natural communities in the City of Indio is subject to the conditions in measure 1 of the Required Measures for the Conservation Area section below.

The Vista Del Norte Crossing is located within the City of Coachella’s portion of the EIHCA; therefore, these conservation objectives to no apply to the project.

4. Consistent with the research program described in Section 8.4.1.2, restore 80 acres of mesquite hummocks if 80% of the mesquite hummocks natural community in the south half of Section 17, T5S, R8E, is not conserved under the Plan. If the 80% is conserved, the Conservation Objective shall be to restore 40 acres of mesquite hummocks.

The Vista Del Norte Crossing is not located within Section 17, T5S, R8E; therefore, these conservation objectives to no apply to the project.

Overall, considering the configuration of the additional conservation areas in the DPCA and the lack of changes in otherwise allowable uses in the EIHCA, the proposed modification would result in biologically superior conservation configuration and management requirements as compared to what was analyzed under the CVMSHCP.

5.6 ECOTONES AND OTHER CONDITIONS AFFECTING SPECIES DIVERSITY

On-site portions of the EIHCA are mapped as Sonoran creosote bush scrub and mesquite hummocks, in addition to Tamarisk Scrub and disturbed and developed land and occur in a larger area of similar habitats and land uses with topographic relief in the form of rolling hills and desert washes. Existing development, flood control infrastructure, and land uses that surround on-site portions of the EIHCA limit the presence of ecotones within or adjacent to on-site portions of the EIHCA. The proposed conservation land additions to the DPCA are mapped as supporting the same natural plant communities as impacted areas within the EIHCA, in addition to desert sink scrub and presumed intergrade areas and are not isolated by existing development. As such, the potential for ecotones and improved diversity in the proposed conservation additions is higher than the impacted areas within the EIHCA. The proposed modification would result in overall superior conditions affecting species diversity as that analyzed under the CVMSHCP.

5.7 ACREAGE CONTRIBUTED TO THE CONSERVATION AREAS

Development of the proposed project will result in a total of 64.67 acres of impacts to the EIHCA. KPC has agreed to acquire 100 acres of private land adjacent to the existing western boundary of the DPCA which will be added to the DPCA. The proposed additional conservation land results in a net contribution of 35.33 acres of conserved habitat.

5.8 CONTROL OVER MITIGATION PROPERTY

The mitigation properties are presently privately owned parcels that have been acquired by the Project Applicant and will be donated over to CVCC for inclusion in the DPCA. This will allow these properties to be managed as part of the existing DPCA.

5.9 EQUIVALENCY FINDINGS

The proposed modification would result in biologically superior conservation acreage and value, as summarized here using the mandatory categories for equivalency analysis listed in CVMSHCP Section 6.12. A more complete analysis is provided in above Section 6 of this report:

- **Level of Habitat Conservation and Take of Covered Species**(The Level of Take is No Greater than that Analyzed in the Plan) The conservation of suitable habitat and level of take of covered species with the proposed modification would be greater in size and biologically superior to what

would otherwise occur for all potentially occurring species. On-site portions of the EIHCA, including areas of permanent and temporary impacts, are within core habitat for flat-tailed horned lizard, Le Conte's thrasher, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse. While impacts will be limited to the Vista Del Norte crossing within the City of Coachella's portion of the EIHCA, the Project Applicant has acquired 100 acres of habitat that is within CVMSHCP modeled habitat for the aforementioned wildlife species immediately adjacent to the DCPA. This will result in the net increase of 35.33 acres to modeled habitats that would not otherwise be conserved. The level of habitat conservation and take of covered species will be biologically superior to what would otherwise occur without the proposed modification. The points below further describe potential habitat conservation and take of covered species. The installation of the Vista Del Norte Crossing will reduce core habitat within the EIHCA, but will increase core habitat within the DPCA, resulting in a net overall increase in protected core habitat.

In accordance with Section 4.6 of the CVMSHCP, the CVMSHCP anticipated Take for Listed Species (animal species) both outside and within the Conservation Areas. In addition, a small percentage of Take can occur within the Conservation Areas under the Plan.

The table below provides compares the acreages of core habitats for species and plant communities within the EIHCA and DPCA. As previously noted, the Vista Del Norte Crossing will impact core habitat for several species. However, similar habitat types that are biologically superior are proposed to be conserved within the donation site that connects with the DPCA. Even thought the project will impact core habitat for several species, the donation site generally provides more core habitat for species, including species not included in the EIHCA. As the project may result in some habitat loss, the donation site compensates by providing a larger or more diverse area of core habitat. This includes support for additional species not covered by the EIHCA, helping to offset the project's impacts.

MSHCP Species	Acres in EIHCA	Acres in DPCA
Crissal thrasher	0.25	4.01
CV round-tailed ground squirrel	6.34	17.64
Desert tortoise	55.20	0
flat-tailed horned lizard	6.21	89.41
Least Bell's vireo	0.25	4.01
Le Conte's thrasher	60.79	69.50
Palm Springs pocket mouse	7.75	45.95
Summar tanager	0.25	36.59
Southwestern willow flycatcher	0.25	0
Yellow breasted chat	0.25	36.60
Yellow warbler	0.25	36.60
Sonoran creosote bush scrub	60.54	65.49

Mesquite Hummocks	0.25	4.01
Desert Sinks	0	32.56

Flat-Tailed Horned Lizard

Focusing on the City of Coachella's portion of the EIHCA, approximately 6 acres of core habitat are mapped for flat-tailed horned lizard. Of the 6 acres, 1 acre has been authorized for disturbance, and 5 acres are described for conservation.

Adding the 100-acre area to the DPCA will contribute 87.1 acres of additional habitat for the flat-tailed horned lizard to the overall CVMSHCP. This will more than compensate for the additional take within the City of Coachella's portion of the EIHCA to ensure that the level of Take is no greater than that analyzed in the CVMSHCP.

Le Conte's Thrasher

Focusing on the City of Coachella's portion of the EIHCA, approximately 62 acres of core habitat are mapped for Le Conte's thrasher. Of the 62 acres, 6 acres have been authorized for disturbance, and 56 acres are described for conservation.

Adding the 100-acre area to the DPCA will contribute 69.6 acres of additional habitat for the Le Conte's thrasher to the overall CVMSHCP. This will more than compensate for the additional take within the City of Coachella's portion of the EIHCA to ensure that the level of Take is no greater than that analyzed in the CVMSHCP.

Coachella Valley Round Tailed Ground Squirrel

Focusing on the City of Coachella's portion of the EIHCA, approximately 6 acres of core habitat are mapped for Coachella Valley round-tailed ground squirrel. Of the 6 acres, 1 acre has been authorized for disturbance, and 5 acres are described for conservation.

Adding the 100-acre area to the DPCA will contribute 18.4 acres of additional habitat for the Coachella Valley round-tailed ground squirrel to the overall CVMSHCP. This will more than compensate for the additional take within the City of Coachella's portion of the EIHCA to ensure that the level of Take is no greater than that analyzed in the CVMSHCP.

Palm Springs Pocket Mouse

Focusing on the City of Coachella's portion of the EIHCA, approximately 8 acres of core habitat are mapped for Palm Springs pocket mouse. Of the 8 acres, 1 acre has been authorized for disturbance, and 7 acres are described for conservation.

Adding the 100-acre area to the DPCA will contribute 46.4 acres of additional habitat for the Palm Springs pocket mouse to the overall CVMSHCP. This will more than compensate for the additional take within the City of Coachella's portion of the EIHCA to ensure that the level of Take is no greater than that analyzed in the CVMSHCP.

Mesquite Hummocks

Within the City of Coachella's portion of the EIHCA, the extension of Vista Del Norte will result in the direct impacts to 0.18 acre of mesquite hummocks, and 0.79 acre of indirect impacts to mesquite hummocks, totaling 0.97 acre of impacts.

To ensure no net loss of mesquite hummocks, approximately 4 acres of mesquite hummocks will be conserved within the proposed 100 acre area, that would not otherwise be conserved and subject to development. The conservation of the 4 acres of mesquite hummocks will compensate for the take within the City of Coachella's portion of the EIHCA to ensure that the level of Take is no greater than that analyzed in the CVMSHCP.

- **Potential Habitat fragmentation** The area of impact within the EIHCA has been minimized to the maximum extent practicable. The project footprint includes the minimum impacts to the EIHCA required to provide sufficient access between the Specific Plan area and the City of Coachella via the Vista Del Norte Crossing. Most of the impacts to the EIHCA will not be permanent impacts from the installation of the crossing, but rather indirect impacts from the fragmentation of existing habitat and reduction in local connectivity to the southern terminus of the EIHCA due to the road exceeding the width dimensions approved in the CVMSHCP.

  The proposed conservation areas will provide an overall increase to conserved modeled species habitat and lands conserved under the CVMSHCP. Additionally, post construction, the two large culverts within the All American Canal and associated access roads and the 6 large culverts on the east side of the existing levee, will continue to provide local wildlife movement opportunities both along the All American Canal under the expanded Vista Del Norte crossing to and from the southern terminus of the EIHCA that will not be directly impacted by the road crossing. The habitat within the southern terminus of the EIHCA, once the project is completed, will continue to provide local wildlife movement opportunities similar to those in its current condition.

- **Effects on Natural Communities.** Both the impact area and the additional conservation land are part of the same natural Sonoran creosote bush scrub community and support natural mesquite hummocks. The extension of Vista Del Norte will result in the direct impacts to 0.18 acre of mesquite hummocks, and 0.79 acre of indirect impacts to mesquite hummocks, totaling 0.97 acre of impacts; while approximately 4 acres of mesquite hummocks will be conserved within the proposed 100 acre area. Additionally, the impact area also supports an introduced tamarisk scrub community and disturbed and developed land, which are absent in the conservation land additions. Therefore, the additional conservation land provides overall superior biological functions and values.

  Two (2) natural plant communities occur within the Vista Del Norte Crossing; Sonora creosote bush scrub and mesquite hummocks. Additionally, the Vista Del Norte Crossing supports a narrow swathe of Tamarisk Scrub and two land cover types that would be classified as disturbed and developed. The natural plant communities within the EHICA has been disturbed by the installation of the All American Canal and grading activities to the east, and are constrained by developments to the west, agricultural activities to the east, and Interstate 10 to the south.

These surrounding land uses, combined with onsite anthropogenic disturbances, have degraded the natural plant communities within the southern terminus of the EIHCA. These existing edge effects have already fragmented the southern terminus of the EIHCA where the Vista Del Norte Crossing will be installed. As a result, the development of the Vista Del Norte Crossing will have limited effects on natural communities within the southern terminus of the EIHCA, and is not anticipated to result in increased edge effects.

The DPCA supports two natural plant communities: Sonora creosote bush scrub and mesquite hummocks, which have experienced minimal anthropogenic disturbances. Adding the 100 acres to the DPCA will provide additional undeveloped habitat, acting as a buffer for the Dos Palmas Preserve to the north and Salt Creek to the east. Furthermore, this addition will help connect the larger DPCA with the smaller area extending from it, enhancing habitat continuity.

- **Effects on Biological Corridors and Linkages.** Per Section 4.3.15 of the CVMSHCP, the EIHCA has potential habitat connectivity with the Thousand Palms Conservation Area through the Indio Hills Palms Conservation Area, which is located northwest of the Vista Del Norte crossing. As previously noted, the Vista Del Norte crossing is located at the southern terminus of the EIHCA and only has the potential to provide local wildlife movement opportunities. The majority of the biological corridors/linkages associated with EIHCA are located northwest of the project site, west of Dillon Road, within the undeveloped Indio Hills.

  Approximately 64.67 acres of impact will occur at the southern terminus of the EIHCA along the All American Canal, which functions as local wildlife movement corridor, but is not formally recognized as a regional corridor in the CVMSHCP. Permanent impacts to on-site portions of the EIHCA include measures to maintain the function of the All American Canal and will not impact flows or wildlife movement in the long-term. Therefore, the overall local wildlife movement activities within this portion of the EIHCA where the crossing will be installed will remain intact with the installation of the box culverts over the All American Canal and 6 large culverts on the east side of the levee. Additionally, the crossing is not expected to impact the larger corridor/linkage within the EIHCA as the majority of wildlife movement is expected to occur in the Indio Hills west of the site, and will not fragment habitat since the culverts will continue to provide local wildlife movement in the southern terminus of the EIHCA. The functionality of the biological corridors and linkage within this portion of the EIHCA will remain biologically equivalent.

  Further, as documented in Section 4.3.19 of the CVMSHCP, biological corridors and linkages within the DPCA have been disrupted by the Coachella Canal which has disrupted connectivity with the Orocopia Mountains to the north. The 100-acre area is located south of the Coachella Canal and provides local wildlife movement opportunities to the Dos Palmas Preserve to the north and Salt Creek to the southeast. The addition of the 100 acres to the DPCA will enhance local wildlife movement opportunities by adding additional undeveloped habitat to the DPCA that will act as an additional habitat buffer to the Dos Palmas Preserve to the north and Salt Creek.

- **Effects on Essential Ecological Processes.** No areas indicated to support essential ecological processes will be impacted by project activities (i.e., sand movement/transportation). The

proposed project would result in the provision of essential ecological processes that are biologically equivalent to what would occur without the proposed modification.

Per the CVMSHCP, the Essential Ecological Processes within the EIHCA (Section 4.3.15) include the Indio Hills which are part of the watershed for mesquite hummocks. As previously noted, the extension of Vista Del Norte will result in direct impacts to 0.18 acre of mesquite hummocks, and 0.79 acre of indirect impacts to mesquite hummocks. Direct impacts to mesquite hummocks will be mitigated by the conservation of approximately 4 acres of mesquite hummocks within the 100 acre area being added to the DPCA. Once construction of the crossing is complete, the box culverts over the All American Canal and 6 large culverts on the east side of the levee will continue to support the watershed that supports the 0.79 acre of mesquite hummocks.

The Essential Ecological Processes within the DPCA, as listed in the CVMSHCP (Section 4.3.19), have been impacted by the Coachella Canal, which has blocked some of the natural drainage patterns from the Orocopia Mountains. It should be noted that Salt Creek remains largely intact within the DPCA. The 100 acres that will be included in the DPCA are located approximately 0.25 mile southwest of a drainage feature that is tributary to Salt Creek (approximately 2 miles southwest). The 100 acre area will conserve additional upstream habitat that supports mesquite hummocks and undisturbed CVMSHCP modeled habitat.

- **Effects on Conservation Area Configuration and Management.** The installation of the Vista Del Norte crossing will have both permanent and temporary impacts to the EIHCA. However, the box culverts over the All American Canal and 6 large culverts on the east side of the levee (with soft "natural" bottoms) will maintain local wildlife movement opportunities within the southern terminus of the EIHCA after installation of the Vista Del Norte Crossing. Additionally, the acquisition of conservation lands that would be added to the DPCA, will result in additional lands being added to the DPCA that are biologically superior to the habitats being impacted within the EIHCA, which will result in a biologically superior configuration and management of CVMSHCP Conservation Areas The 100 acre area to be added to the DPCA will decrease potential edge effects on Salt Creek, the major wildlife corridor in the DPCA, by adding additional buffer/refugia habitat to the overall DPCA that will be protected in perpetuity. .

- **Effects on Ecotones and Other Conditions Affecting Species Diversity**. On-site portions of the EIHCA are part of a larger mapped area of Sonoran creosote scrub but are mostly surrounded by existing development and infrastructure. The EIHCA, within the Vista Del Norte Crossing, provides core habitat for Flat-tailed horned lizard, Le Conte's thrasher, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse. Additionally, the on-site portions of the EIHCA supports CVMSHCP modeled habitat for yellow warbler, yellow-breasted chat, Crissal thrasher, summer tanager, least Bell's vireo, desert tortoise, as well as mesquite hummocks.

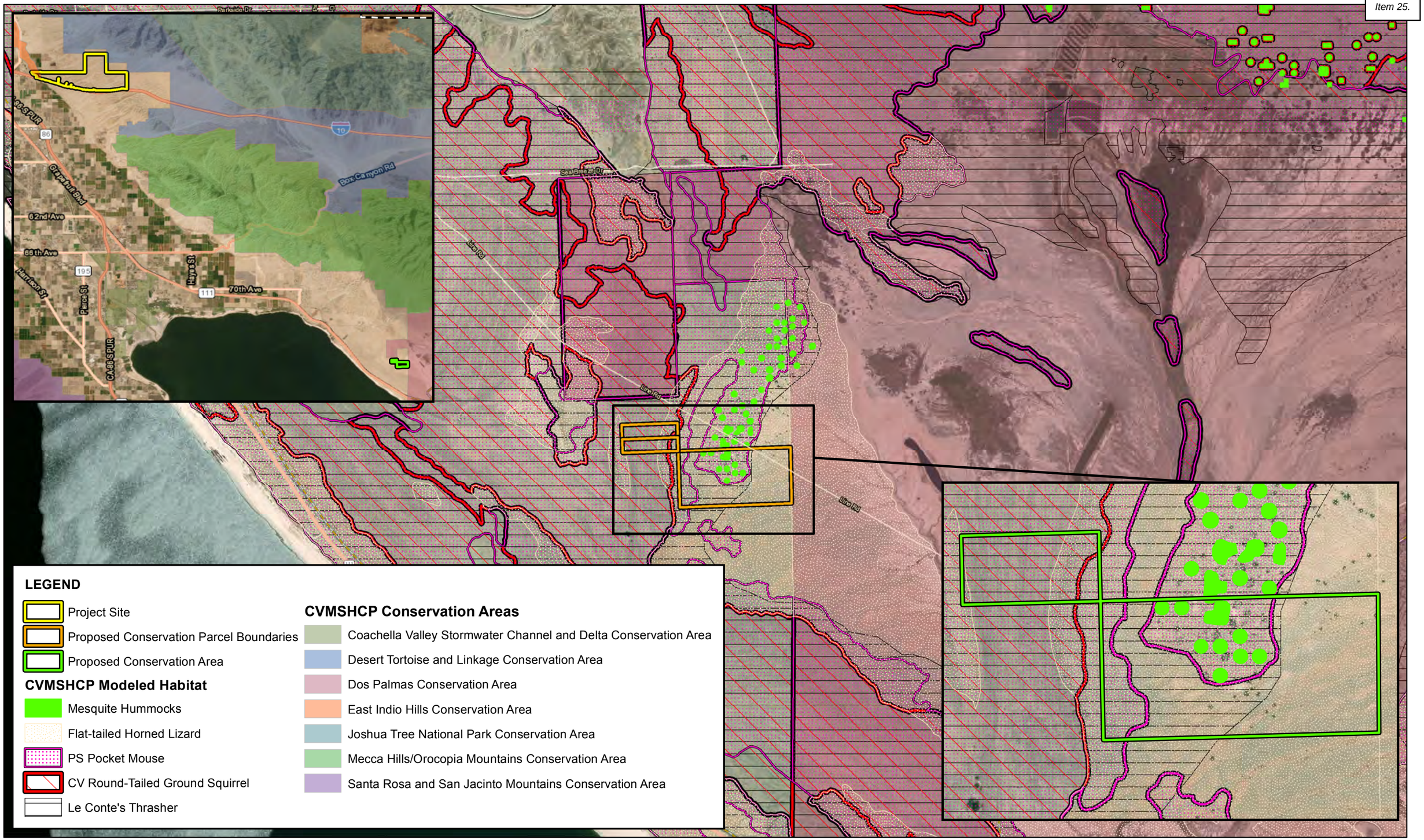
As previously noted, the habitat within the EHICA has been disturbed by the installation of the All American Canal and grading activities to the east, and is constrained by developments to the west, agricultural activities to the east, and Interstate 10 to the south, thereby limiting the presence of ecotones or transitional habitats associated with on-site portions of the EIHCA. These surrounding land uses, combined with onsite anthropogenic disturbances, have degraded the

habitat quality and restricted wildlife movement within the southern terminus of the EIHCA, thereby reducing its long-term conservation value and overall species diversity.

The proposed conservation area, adjacent to the DPCA, supports CVMSHCP modeled habitat for all the same species listed in the EIHCA, as well as mesquite hummocks. Additionally, the habitat within the DPCA and its surrounding area remains undeveloped with minimal anthropogenic disturbances. The undisturbed habitats within and around the 100-acre area proposed for inclusion in the DPCA are of higher quality than those in the impacted areas of the EIHCA, as they are not constrained by surrounding development and have not experienced significant anthropogenic disturbances. As a result, the 100-acre area to be included in the DPCA offers greater long-term conservation value than the habitats being impacted in the EIHCA. Overall species diversity is not expected to be reduced by the proposed modification.

- **Equivalent or Greater Acreage**. The proposed project, with the contribution of 3 parcels of additional conservation land totaling 100 acres of Core Habitat, will result in greater conservation acreage (35.33 additional acres of like habitat) than would otherwise occur without the proposed modification.

Control Over Mitigation Property. The applicant has control over all mitigation property for the proposed project and will deed all properties to the CVCC for inclusion into the DPCA. The three parcels of mitigation property are presently privately owned parcels by the Applicant.



ELMT CONSULTING

0 2,500 5,000 10,000 Feet

Source: ESRI Aerial Imagery, Riverside County

KPC COACHELLA SPECIFIC PLAN

DPCA Core Habitat

Exhibit 7

Section 7 Conclusion

The proposed modification, addition of 100 acres of land to the DPCA, is anticipated to allow for the construction of the Vista Del Norte Crossing over the All American Canal through the EIHCA. Besides providing necessary access for the future KPC Coachella master planned community, the inclusion of 100 acres of land into the DPCA will result in a net increase of like habitats with higher suitability or quality for covered species within the overall CVMSHCP Conservation Areas.

As noted above, the habitat within the EIHCA has been disturbed by the installation of the All American Canal and grading activities to its east. Additionally, this section of the EIHCA that is being impacted is constrained by developments to the west, agricultural activities to the east, and Interstate 10 to the south. These surrounding land uses, combined with onsite anthropogenic disturbances, have degraded the habitat quality and restricted wildlife movement within the southern terminus of the EIHCA, thereby reducing its long-term conservation value. In contrast, the habitat within the DPCA and its surrounding area remains undeveloped within minimal anthropogenic disturbances. The undisturbed habitats within and around the 100-acre area proposed for inclusion in the DPCA are of higher quality than those in the impacted areas of the EIHCA, as they are not constrained by surrounding development and have not experienced significant anthropogenic disturbances. As a result, the 100-acre area to be included in the DPCA offers greater long-term conservation value than the habitats being impacted in the EIHCA.

The rationale for this equivalency analysis in support of the proposed modification is based on:

- The CVMSHCP's acknowledgement that it may be possible to achieve the Plan's conservation goals through a modification or different configuration of 1 or more conservation areas;
- The proposed modification will result in equal or greater benefits to Covered Species and conserved natural communities as compared to those benefits analyzed in the CVMSHCP (existing Conservation Area boundaries);
- The level of take of (impact to) Covered Species is no greater than that analyzed in the Plan;

The proposed modification would result in biologically superior conservation acreage and value using the mandatory categories for equivalency analysis listed in CVMSHCP Section 6.12, summarized as follows:

- The conservation of suitable habitat and level of take of MSHCP covered species with the proposed modifications to the EIHCA and DPCA would be biologically superior to what would otherwise occur;
- The proposed modification would result in greater benefits to natural communities as compared to those benefits analyzed under the CVMSHCP;
- The function and values of existing biological corridors and essential ecological processes are not expected to be reduced by the proposed modification;

- The proposed modification would result in biologically superior conservation configuration and management requirements are not expected to significantly differ compared to what would have occurred under the CVMSHCP;
- Ecotones and overall species diversity are expected to be increased by the proposed modification;
- The additional conservation parcels are greater in size, resulting in a greater acreage in MSHCP Conservation Areas; and
- The three parcels that constitute the additional conservation land have been acquired by the Applicant and, therefore, will be under the direct ownership of the applicant before being deeded to CVCC.

Based on this analysis, the proposed modification would result in biologically superior conservation value compared with implementation of the CVMSHCP without the proposed modification for this project.

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Appendix A Site Plan

NTS
LEGEND:
Very Low Density Residential
Low Density Residential
Medium Density Residential
High Density Residential
Mixed Use
Institutional (Schools)
Entertainment Center/Hotels
Parks, Greenways, and Amenity Centers
New Agricultural Production
Drainage and Other Open Space
Bridges
Roundabouts
Pedestrian / Bicycle Trail
Electrical/Gas Easement
Vista del Norte
All American Canal
Avenue 50
Future Interchange
Agricultural Educational Center
VILLAGE A
VILLAGE B
DR-1 99.5 AC
OS-1 33.5 AC
A-1 32.0 AC
OS-2 25.8 AC
A-2 48.8 AC
OS-3 14.6 AC
A-3 15.6 AC
ELEM. SCHOOL
A-4 24.5 AC
A-5 51.0 AC
WELLNESS UNIVERSITY (OVERLAY DISTRICT)
DR-2 93.3 AC
OS-4 13.5 AC
A-6 28.5 AC
A-7 100.0 AC
OS-5 8.9 AC
A-8 23.0 AC
A-9 10.2 AC
A-12 18.0 AC
A-10 24.2 AC
A-11 16.7 AC
DR-4 2.0 AC
SPORTS COMPLEX
OS-11 A 48.2 AC
CYCLING PARK
C-1 23.4 AC
PERFORMING ARTS AMPHITHEATER
DR-9A 15.0 AC
B-2 27.1 AC
HOTEL/ ENTERTAINMENT CENTER
B-1 32.0 AC
B-3 29.6 AC
MIXED USE AND WELLNESS COMPLEX
OS-6 52.1 AC
OS-7 37.8 AC
C-2A 23.4 AC
C-2B 8.7 AC
DR-9B 25.9 AC
C-3 22.4 AC
B-4 30.8 AC
DR-9C 20.0 AC
C-4 5.0 AC
C-5 7.8 AC
C-6 32.6 AC
ELEM/ MIDDLE SCHOOL
C-7 50.0 AC
DR-5A 166.8 AC
POTENTIAL ACTIVE ADULT COMMUNITY
D-1 57.0 AC
D-2 54.4 AC
D-3 36.2 AC
Pedestrian Promenade
D-4 43.2 AC
D-5 22.0 AC
D-6 25.3 AC
D-7 49.5 AC
D-8 6.5 AC
DR-6 4.3 AC
OS-12 10.5 AC
OS-13 34.7 AC
OS-14 42.1 AC
OS-15 14.7 AC
DR-7 5.1 AC
SPORTS FIELD AND TRAIL CONNECTORS
DR-8 57.6 AC
OS-8A 16.8 AC
B-5 71.5 AC
OS-8B 1.9 AC
OS-8C 0.5 AC
B-6A 31.9 AC
B6-B 35.3 AC
OS-9A 8.6 AC
OS-9B 4.1 AC
OS-9C 1.5 AC
DR-5B 4.7 AC
B-9 12.4 AC
OS-10 4.9 AC
B-8 50.6 AC
B-7 13.5 AC
DR-5C 222.5 AC
E-3 12.4 AC
ELM. SCHOOL
E-1 31.2 AC
E-2 39.0 AC
DR-7 4.2 AC
OS-16 42.6 AC
AGRICULTURE VINEYARD ESTATES
OS-17 25.8 AC
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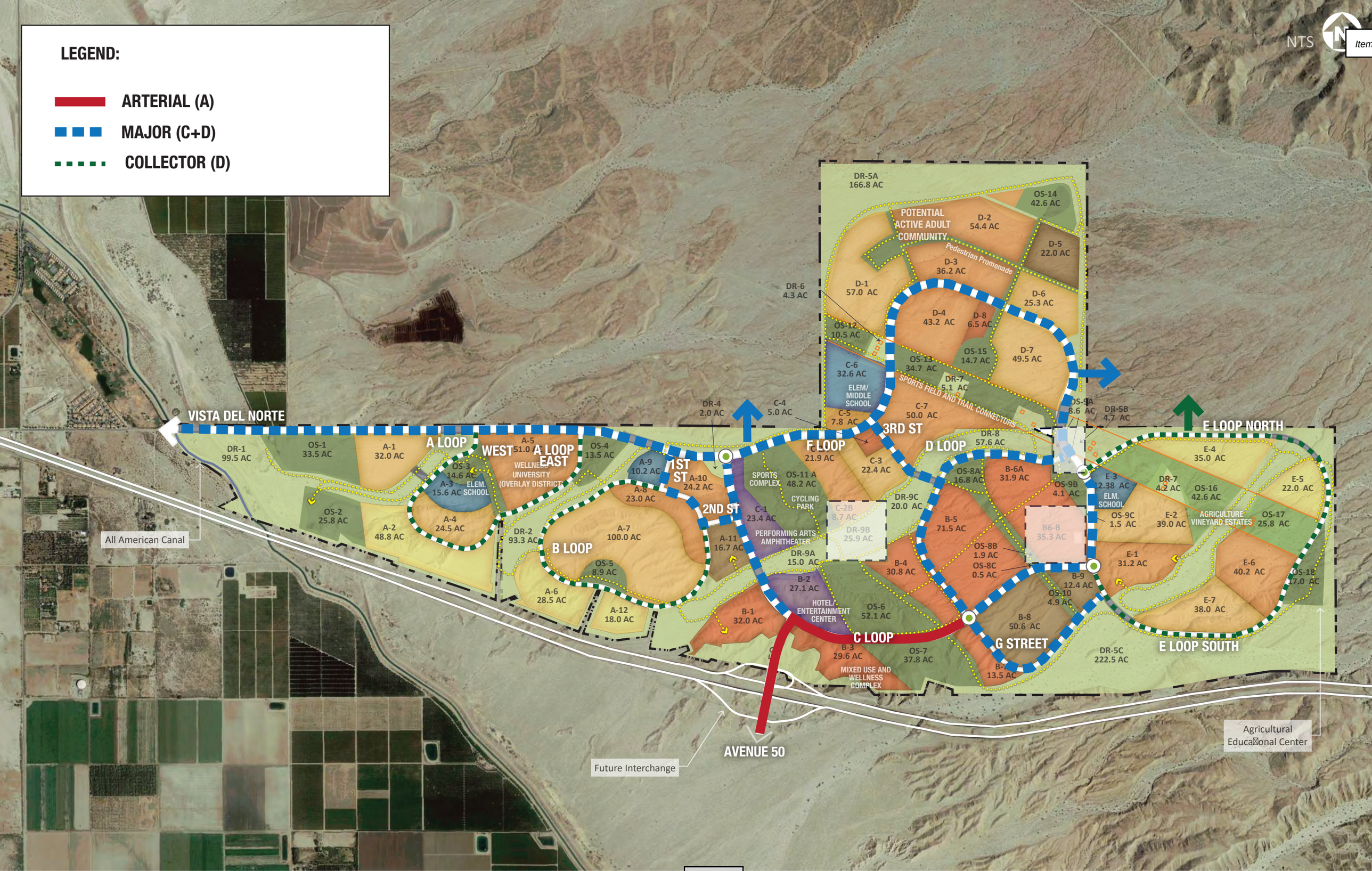
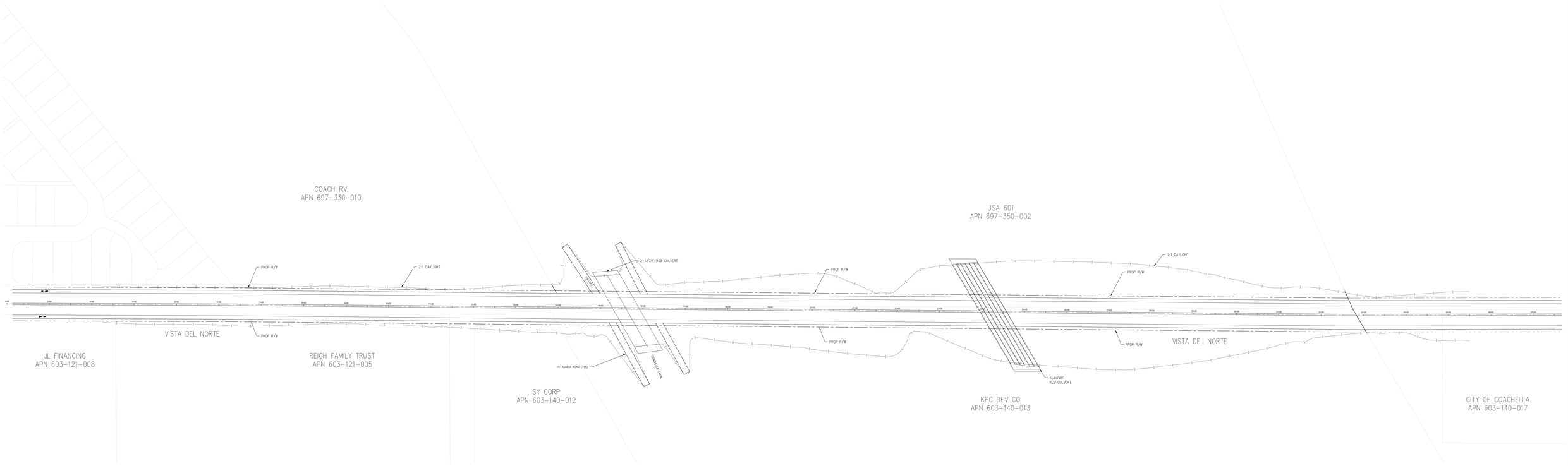
E-5 22.0 AC
E-6 40.2 AC
E-7 38.0 AC
OS-18 17.0 AC

Appendix B KPC Circulation


LEGEND:
ARTERIAL (A)
MAJOR (C+D)
COLLECTOR (D)
NTS
VISTA DEL NORTE
All American Canal
A LOOP WEST
A LOOP EAST
WELLNESS UNIVERSITY (OVERLAY DISTRICT)
ELEM. SCHOOL
B LOOP
1ST ST
2ND ST
3RD ST
F LOOP
D LOOP
C LOOP
G STREET
E LOOP NORTH
E LOOP SOUTH
POTENTIAL ACTIVE ADULT COMMUNITY
Pedestrian Promenade
SPORTS FIELD AND TRAIL CONNECTORS
ELEM/ MIDDLE SCHOOL
SPORTS COMPLEX
CYCLING PARK
PERFORMING ARTS AMPHITHEATER
HOTEL/ ENTERTAINMENT CENTER
MIXED USE AND WELLNESS COMPLEX
AGRICULTURE VINEYARD ESTATES
AVENUE 50
Future Interchange
Agricultural Educa⊠onal Center
DR-1 99.5 AC
OS-1 33.5 AC
A-1 32.0 AC
OS-2 25.8 AC
A-2 48.8 AC
OS-3 14.6 AC
A-3 15.6 AC
A-4 24.5 AC
A-5 51.0
OS-4 13.5 AC
A-9 10.2 AC
A-8 23.0 AC
A-7 100.0 AC
DR-2 93.3 AC
OS-5 8.9 AC
A-6 28.5 AC
A-12 18.0 AC
A-10 24.2 AC
A-11 16.7 AC
DR-4 2.0 AC
C-4 5.0 AC
C-5 7.8 AC
C-1 23.4 AC
OS-11 A 48.2 AC
C-2B 8.7 AC
DR-9B 25.9 AC
DR-9A 15.0 AC
B-2 27.1 AC
B-1 32.0 AC
B-3 29.6 AC
OS-6 52.1 AC
OS-7 37.8 AC
B-4 30.8 AC
DR-9C 20.0 AC
C-3 22.4 AC
C-7 50.0 AC
DR-8 57.6 AC
OS-8A 16.8 AC
B-6A 31.9 AC
B-5 71.5 AC
OS-8B 1.9 AC
OS-8C 0.5 AC
B6-B 35.3 AC
B-9 12.4 AC
OS-10 4.9 AC
B-8 50.6 AC
B-7 13.5 AC
OS-9B 4.1 AC
OS-9A 8.6 AC
DR-5B 4.7 AC
DR-5C 222.5 AC
E-3 12.38 AC
OS-9C 1.5 AC
E-4 35.0 AC
DR-7 4.2 AC
OS-16 42.6 AC
E-2 39.0 AC
OS-17 25.8 AC
E-5 22.0 AC
E-1 31.2 AC
E-6 40.2 AC
OS-18 17.0 AC
E-7 38.0 AC
DR-5A 166.8 AC
OS-14 42.6 AC
D-2 54.4 AC
D-5 22.0 AC
D-3 36.2 AC
D-1 57.0 AC
DR-6 4.3 AC
D-6 25.3 AC
D-4 43.2 AC
D-8 6.5 AC
OS-12 10.5 AC
OS-15 14.7 AC
D-7 49.5 AC
C-6 32.6 AC
OS-13 34.7 AC
DR-7 5.1 AC

Appendix C Vista del Norte – Plan and Profile



NORTH

GRAPHIC SCALE IN FEET
0 20 40

Kimley»Horn
3890 CARMEL MOUNTAIN ROAD, SUITE 300
SAN DIEGO, CA 92130
PHONE: 858-625-0600
WWW.KIMLEY-HORN.COM

VISTA DEL NORTE - EXHIBIT
KPC COACHELLA
8/6/2024

K:\Civ_Jobs\139427001\01_dgn_group_coachella\survey\exhibits\2024.08.06 -- row exhibit\2024.08.06 -- vista del norte canal crossing exhibit.dwg 8/6/2024

Appendix D Biological Resources Assessment

ROCKS
BIOLOGICAL CONSULTING

DRAFT

KPC COACHELLA BIOLOGICAL RESOURCES ASSESSMENT AND COACHELLA VALLEY MSHCP CONSISTENCY REPORT

Riverside County, California

April 2020

Prepared for:
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Riverside, CA 92501

Prepared by:
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(619) 701-6798

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1 INTRODUCTION

Rocks Biological Consulting (RBC) has prepared this Biological Resources Assessment and Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Consistency Report for the proposed Desert Lakes Project (project). This report has been prepared to evaluate potential impacts on biological resources within the project site and to assess project conformance with the California Environmental Quality Act (CEQA; Public Resources Code § 21000 et seq.), the federal Endangered Species Act (ESA; 16 U.S. Code [USC] § 1531 et seq.) and the state Endangered Species Act (CESA; California Fish and Game Code [Cal. Fish and Game Code] § 2050 et seq.), and applicable federal, state, and local laws.

RBC conducted a formal aquatic resources delineation for the project site to identify areas that may be considered jurisdictional under the U.S. Army Corps of Engineers (Corps) pursuant to Section 404 of the Clean Water Act; the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Act; and streambed and riparian habitats under California Department of Fish and Wildlife (CDFW) pursuant to California Fish and Game Code (§1602). The complete analysis of jurisdictional features is included in the *Desert Lakes Project Jurisdictional Delineation Report* (RBC 2019) under separate cover. The results of the aquatic resources delineation are summarized in this report.

The project site is entirely within the CVMSHCP area and partially within the East Indio Hills Conservation Area (EIHCA). As such, RBC conducted a CVMSHCP consistency analysis to determine whether the project conforms with the Conservation Goals and Objectives of the CVMSHCP.

1.1 PROJECT LOCATION

The project site is located along the western foothills of the Little San Bernardino Mountains on the eastern flank of the Coachella Valley, north of the Salton Sea. The site is immediately north of Interstate 10 (I-10) and east of Coachella Canal Road in the City of Coachella, Riverside County, California (Figure 1). A portion of the Coachella Canal runs north to south through the westernmost portion of the project site. State Route 86 is located approximately two miles west of the project site.

The project site lies within the northeast portion of the United States Geological Survey (USGS) *Indio* 7.5-minute topographic quadrangle in Sections 24, 25, 26, 27, and 28; Township 5 South; Range 8 East; and within the northwestern portion of *Thermal Canyon* quadrangle in Section 30, Township 5 South, Range 9 East, San Bernardino Base Meridian.

1.2 PROJECT DESCRIPTION

The proposed project consists of a Specific Plan for a new master planned community located at the eastern entrance to the City of Coachella (City). The 2812-acre project site will provide a mixture of land uses intended to create a cohesive entrance to the City, with residential components that will be compatible with the surrounding existing and planned neighboring areas.

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The proposed project will provide additional commercial, residential, educational, employment, and recreational opportunities for residents and visitors within the City, including a hotel and casino.

1.3 REGULATORY FRAMEWORK

Several regulations have been established by federal, state, and local agencies to protect and conserve biological resources. The descriptions below provide a brief overview of agency regulations that may be applicable to the project. The final determination as to what types of permits are required is made by the regulating agencies.

1.3.1 FEDERAL REGULATIONS

Federal Endangered Species Act

The ESA provides for the listing of endangered and threatened species of plants and animals and the designation of critical habitat for listed species. The ESA regulates the "taking" of any endangered fish or wildlife species, per Section 9 of the ESA. As development is proposed, the responsible agency or individual landowner is required to consult with the USFWS to assess potential impacts to listed species (including plants) or its critical habitat, pursuant to Sections 7 and 10 of the ESA. USFWS is required to determine the extent of impact a project would have to a particular species. If it is determined that potential impacts to a species would likely occur, measures to avoid or reduce such impacts must be identified. USFWS may issue an incidental take statement, following consultation and the issuance of a Biological Opinion. This allows for take of the species that is incidental to another authorized activity, provided that the action will not adversely affect the existence of the species. Section 10 of the ESA provides for issuance of incidental take permits to non-federal parties with the development of a habitat conservation plan (HCP). Section 7 of the ESA provides for permitting of projects where interagency cooperation is necessary to ensure that a federal action/decision does not jeopardize the existence of a listed species.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA; 16 USC § 703 et seq.) is a federal statute that implements treaties with several countries on the conservation and protection of migratory birds. The number of bird species covered by the MBTA is extensive and listed at 50 Code of Federal Regulations (CFR) 10.13. USFWS enforces the MBTA, which prohibits "by any means or in any manner, to pursue, hunt, take, capture, [or] kill" any migratory bird, or attempt such actions, except as permitted by regulation.

Rivers and Harbors Appropriation Act of 1899

The Rivers and Harbors Appropriation Act of 1899 (Rivers and Harbors Act; 33 USC § 403) prohibits the discharge of any material into navigable waters, or tributaries thereof, of the United States without a permit. The Rivers and Harbors Act also makes it a misdemeanor to excavate, fill, or alter the course, condition, or capacity of any port, harbor, or channel; or to dam navigable streams without a permit.

Many activities originally covered by the Rivers and Harbors Act are now regulated under the Clean

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Water Act of 1972 (CWA; 33 USC § 1251 et seq.), discussed below. However, the 1899 act retains relevance and created the structure under which the Corps oversees CWA Section 404 permitting.

Clean Water Act

Pursuant to Section 404 of the CWA, the Corps is authorized to regulate any activity that would result in the discharge of dredged or fill material into waters of the U.S. (including wetlands), which include those waters listed in 33 CFR 328.3 (as amended at 80 Federal Register (FR) 37104, June 29, 2015). The Corps, with oversight from the U.S. Environmental Protection Agency (USEPA), has the principal authority to issue CWA Section 404 permits. The Corps would require a Standard Individual Permit (SIP) for more than minimal impacts to waters of the U.S. as determined by the Corps. Projects with minimal individual and cumulative adverse effects on the environment may meet the conditions of an existing Nationwide Permit (NWP).

A water quality certification or waiver pursuant to Section 401 of the CWA is required for all Section 404 permitted actions. The Regional Water Quality Control Board (RWQCB), a division of the State Water Resources Control Board, provides oversight of the 401-certification process in California. The RWQCB is required to provide “certification that there is reasonable assurance that an activity that may result in the discharge to waters of the United States will not violate water quality standards.” Water Quality Certification must be based on the finding that a proposed discharge will comply with applicable water quality standards.

The National Pollutant Discharge Elimination System (NPDES) is the permitting program for discharge of pollutants into surface waters of the U.S. under Section 402 of the CWA.

1.3.2 STATE REGULATIONS

California Environmental Quality Act

CEQA was established in 1970 as California’s counterpart to the National Environmental Policy Act (NEPA; 42 USC § 4321 et seq.). CEQA requires state and local agencies to identify significant environmental impacts of their actions and to avoid or mitigate those impacts, where feasible.

CEQA applies to certain activities of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity, which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency that may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.

California Endangered Species Act and Natural Community Conservation Planning Act

The CESA, in combination with the Native Plant Protection Act of 1977 (NPPA; Cal. Fish and Game Code § 1900 et seq.), regulates the listing and take of plant and animal species designated as endangered, threatened, or rare within the state. California also lists species of special concern based on limited distribution, declining populations, diminishing habitat, or unusual scientific, recreational, or educational value. CDFW is responsible for assessing development projects for

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their potential to impact listed species and their habitats. State listed special-status species are addressed through the issuance of a 2081 permit (Memorandum of Understanding).

In 1991, the California Natural Community Conservation Planning Act (NCCP Act; Cal. Fish and Game Code § 2800 et seq.) was approved and the NCCP Coastal Sage Scrub program was initiated in Southern California. California law established the NCCP program "to provide for regional protection and perpetuation of natural wildlife diversity while allowing compatible land use and appropriate development and growth." The NCCP Act encourages preparation of plans that address habitat conservation and management on an ecosystem basis rather than one species or habitat at a time.

California Fish and Game Code Sections 1600 -1602

Pursuant to Division 2, Chapter 6, Section 1602 of the Cal. Fish and Game Code, CDFW regulates all diversions, obstructions, or changes to the natural flow or bed, channel or bank of any river, stream or lake that supports fish or wildlife. A Lake or Streambed Alteration Agreement Application must be submitted to CDFW for "any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake." CDFW has jurisdiction over riparian habitats associated with watercourses. Jurisdictional waters are delineated by the outer edge of riparian vegetation or at the top of the bank of streams or lakes, whichever is wider. CDFW jurisdiction does not include tidal areas or isolated resources. CDFW reviews the proposed actions and, if necessary, submits (to the applicant) a proposal that includes measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by CDFW and the applicant is the Lake or Streambed Alteration Agreement.

California Fish and Game Code Sections 3503, 3511, 3513, 3800, 4700, 5050, and 5515

Within California, fish, wildlife, and native plant resources are protected and managed by CDFW. The California Fish and Game Commission and/or CDFW are responsible for issuing permits for the take or possession of protected species. The following sections of the Cal. Fish and Game Code address protected species: Section 3511 (birds), Section 4700 (mammals), Section 5050 (reptiles and amphibians), and Section 5515 (fish). In addition, the protection of birds of prey is provided for in Sections 3503, 3513, and 3800 of the Cal. Fish and Game Code.

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act (Porter-Cologne Act; Water Code Section 13000 et seq.) provides for statewide coordination of water quality regulations. The State Water Resources Control Board was established as the statewide authority and nine separate RWQCBs were developed to oversee water quality on a day-to-day basis. The RWQCB is the primary agency responsible for protecting water quality in California. As discussed above, the RWQCB regulates discharges to surface waters under the federal CWA. In addition, the RWQCB is responsible for administering the Porter-Cologne Act.

Pursuant to the Porter-Cologne Act, the state is given authority to regulate waters of the state, which are defined as any surface water or groundwater, including saline waters. As such, any person proposing to discharge waste into a water body that could affect its water quality must first file a Report of Waste Discharge if Section 404 is not required for the activity. "Waste" is partially

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defined as any waste substance associated with human habitation, including fill material discharged into water bodies.

1.3.3 REGIONAL AND LOCAL PLANS

Coachella Valley Multiple Species Habitat Conservation Plan

The County of Riverside developed the CVMSHCP (Coachella Valley Association of Governments [CVAG] 2007) to enhance and maintain biological diversity and ecosystem processes while allowing future economic growth. The CVMSHCP sets Conservation Goals and Objectives to ensure conservation of the Covered Species and conserved natural communities in the CVMSHCP Reserve System. In addition to setting Conservation Goals and Objectives for the Covered Species and conserved natural communities, the CVMSHCP has designated Core Habitat, Other Conserved Habitat, Essential Ecological Processes, and Biological Corridors and Linkages. The CVMSHCP area is divided into Conservation Areas based on a combination of ecological and jurisdictional factors.

2 METHODS

2.1 BIOLOGICAL RESOURCES ASSESSMENT

Prior to commencing field surveys, RBC conducted a literature and database review to assist in determining the existence or potential occurrence of special-status biological resources on and within the vicinity of the project site. RBC queried the CVMSHCP database (Figure 2; CVAG 2019), California Natural Diversity Database (CNDDB; Figure 3; CDFW 2019), USFWS database for special-status species, and USFWS database for endangered species and critical habitat (USFWS 2019a) within a five-mile radius of the project site. RBC also queried the California Native Plant Society Inventory of Rare and Endangered Plants of California (CNPS Inventory; CNPS 2019) within the nine USGS quadrangles surrounding the project site. These databases contain records of reported occurrences of state- and federally listed species or otherwise sensitive species and habitats that may occur within or within vicinity of the project site. RBC also reviewed other available technical information on the biological resources of the area, including previous surveys and recent findings on adjacent project sites.

In April and May 2019, RBC biologists conducted vegetation mapping, habitat assessments, and a general biological survey within the project site. Survey dates, times, and environmental conditions during the field surveys are presented in Table 1.

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Table 1. Survey Dates and Conditions

Date	Biologists	Time (Start-End)	Temperature (°F) (Start-End)	Cloud Cover (%) (Start-End)	Wind Range (mph) (Start; End)
4/13/19	LR	1400-1630	92-95	10-10	2-4; 2-4
5/1/19	LR, TS	0615-1145	60-80	0-0	2-6; 2-4
5/2/19	LR, TS	0620-1130	63-80	20-20	0-2; 2-4
5/8/19	LR, BB	0630-1300	55-93	0-0	3-6 (8); 2-5
5/9/19	LR, BB	0630-1230	66-92	5-40	0-2; 2-4
BB = Brenda Bennett, LR = Lee Ripma, TS = Taku Shiozaki					

During the field surveys biologists took notes on existing site conditions, vegetation, and suitability of habitat for special-status species with potential to occur on site. Wildlife species were documented during field surveys by sight, calls, tracks, or scat. Plant species were recorded and mapped in the field and, if necessary, species identification was confirmed in the lab. In addition to species observed, expected wildlife usage of the project site was determined by known habitat preferences of regional wildlife species and knowledge of their relative distributions in the area.

2.2 AQUATIC RESOURCES DELINEATION

RBC conducted a formal aquatic resources delineation between May 7 and May 10, 2019 in order to identify areas that may be considered jurisdictional under the Corps pursuant to Section 404 of the CWA; jurisdictional under the RWQCB pursuant to Section 401 of the CWA and the Porter-Cologne Act, and streambed and riparian habitats under the CDFW pursuant to Cal. Fish and Game Code (§1602). Complete methods and results are presented in the *Desert Lakes Project Jurisdictional Delineation Report* (RBC 2019).

3 RESULTS

3.1 EXISTING SITE CONDITIONS

The project site is located within the Coachella Valley within the Sonoran Desert region, a subdivision of the Colorado Desert. The site is mostly undeveloped land, consisting of gently-sloped terrain within the broad alluvial fan derived from the Little San Bernardino Mountains to the north, with the bedrock highlands of the Little San Bernardino and Orocopia Mountains to the northeast, east, and southeast. The project site includes several southwest-trending ridges of relatively low relief with alluvial drainages that drain into a larger alluvial fan. The western extent of the project site (adjacent to the Coachella Canal) has been subject to historic human disturbance, including previous agricultural use. On-site disturbances include unpaved roads, power lines, illegal dumping, and Off Highway Vehicle (OHV) use.

The project site lies within the boundary of the CVMSHCP planning area and a small portion of the EIHCA is present at the far western boundary of the site. The site is also in the immediate vicinity of the Desert Tortoise Linkage and Conservation Area (Figure 2).

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3.2 TOPOGRAPHY AND SOILS

Elevations on the project site range from approximately 35 to 758 feet above mean sea level (amsl). Surface drainage generally runs from the northeast to the southwest. Per soils data from the National Resource Conservation Service (NRCS), the soils onsite consist of the following types: Badland; Borrow pits; Carrizo stony sand (2 to 9 percent slopes); Carsitas gravelly sand (0 to 9 percent slopes); Carsitas cobbly sand (2 to 9 percent slopes); Chuckwalla very gravelly sand clay loam (2 to 5 percent slopes); and Myoma fine sand (0 to 5 percent slopes). Soil types within the project site are presented on Figure 4.

3.3 VEGETATION COMMUNITIES AND LAND USES

There are six vegetation communities and/or land uses within the project site. The site is primarily comprised of Sonoran creosote bush scrub. The numerous ephemeral washes on site generally contain a mix of desert wash scrub and Sonoran creosote bush scrub. A list of vegetation communities and land uses and their size within the project site is provided in Table 2. A list of plants observed during the field surveys is provided in Appendix B. A map of the vegetation and land uses is presented on Figure 5.

Table 2. Vegetation Communities and Land Uses

Vegetation Community	Acres
Sonoran Creosote Bush Scrub	1855.20
Desert Wash Scrub/Sonoran Creosote Bush Scrub	916.00
Mesquite Hummocks	0.99
Agricultural Land	2.43
Disturbed Habitat	36.48
Tamarisk Scrub	0.99
TOTAL	2812.08

Sonoran Creosote Bush Scrub

Sonoran creosote bush scrub (1855.20 acres) is the dominant habitat type within the project site. This community occurs on upland slopes, hills, bajadas, and alluvial fans, and within the ephemeral washes on site. Sonoran creosote bush scrub is dominated by widely-spaced stands of creosote bush (*Larrea tridentata*) with open soil, annual plants, and other shrubs occurring between creosote bush shrubs. Other common shrubs within this community include white bursage (*Ambrosia dumosa*), brittlebush (*Encelia farinosa*), and desert-holly (*Atriplex hymenelytra*). Observations of short-lived annual plant species was limited due to the timing of the field survey.

Desert Wash Scrub/Sonoran Creosote Bush Scrub

An intermixing of two vegetation types; desert wash scrub and Sonoran creosote bush scrub occur across large areas of the project site (916.00 acres) most often within, but not limited to, the numerous ephemeral washes on site. These washes contain a mix of species associated with both vegetation types including desert-lavender (*Condea emoryi*), smoke tree (*Psorothamnus spinosus*),

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indigo bush (*Psorothamnus schottii*), desert bird-of-paradise (*Hoffmannseggia microphylla*), rush sweet-bush (*Bebbia juncea* var. *aspera*), catclaw acacia (*Senegalia greggii*), and occasional blue palo verde (*Parkinsonia florida*), as well as creosote bush and white bursage.

Mesquite Hummocks

Mesquite hummocks (0.99 acre) occur only on the western portion of the project site within the EIHCA. Mesquite hummocks consist solely of mesquite (*Prosopis glandulosa* var. *glandulosa*) on a raised hummock of blown sand. These habitats are important habitat for wildlife and have a stabilizing effect on sand dunes.

Agricultural Land

Agricultural land within the project site (2.43 acres) consists of grapevines under active cultivation. Agricultural areas are both disturbed and irrigated and provide little habitat for native plant and wildlife species.

Disturbed Habitat

Disturbed habitat within the project site (36.48 acres) consists primarily of bare soils and non-native species resulting from human disturbance. Disturbed lands have been graded, cleared, or used to the point where the land cannot support native vegetation. Disturbed areas occur mostly in the western portion of the site adjacent to agricultural land.

Tamarisk Scrub

Tamarisk scrub (0.99 acre) within the project site consists primarily of dense tamarisk (*Tamarix ramosissima*) shrubs. Tamarisk scrub typically occurs on sandy or gravelly soils within, or in close proximity to washes or streams and often follows major anthropogenic disturbance. Tamarisk scrub occurs in the western portion of the site in areas disturbed by both agriculture and construction of a water tower.

3.4 WILDLIFE

Avian species observed in the project site include mourning dove (*Zenaida macroura*), red-tailed hawk (*Buteo jamaicensis*), common raven (*Corvus corax*), house finch (*Haemorphus mexicanus*), loggerhead shrike (*Lanius ludovicianus*), northern mockingbird (*Mimus polyglottos*), verdin (*Auriparus flaviceps*), black-tailed gnatcatcher (*Polioptila melanura*), black-throated sparrow (*Amphispiza bilineata*), Wilson's warbler (*Cardellina pusilla*), barn swallow (*Hirundo rustica*), and turkey vulture (*Cathartes aura*).

Reptile species observed within the project site include desert iguana (*Dipsosaurus dorsalis*) and common-side blotched lizard (*Uta stansburiana*). No amphibian species were observed or heard within the project site and none are expected to occur.

Mammal species observed in the project site include black-tailed jackrabbit (*Lepus californicus*), coyote (*Canis latrans*), white-tailed antelope squirrel (*Ammospermophilus leucurus*), and desert cottontail (*Sylvilagus audubonii*). A complete list of animal species observed, heard, or inferred from sign or scat is provided in Appendix C.

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Butterfly species observed in the project site include striated queen (*Danaus gilippus strigosus*) and western pygmy blue (*Brephidium exilis exilis*).

3.5 SPECIAL-STATUS BIOLOGICAL RESOURCES

Special-status biological resources are those defined as follows: 1) Species that have been given special recognition by federal, state, or local conservation agencies and organizations due to limited, declining, or threatened/endangered population sizes; 2) Species and habitat types recognized by local and regional resource agencies as sensitive; 3) Habitat areas or vegetation communities that are unique, are of relatively limited distribution, or are of particular value to wildlife; 4) Wildlife corridors and habitat linkages; and/or 5) Biological resources that may or may not be considered sensitive, but are regulated under local, state, and/or federal laws.

For purposes of this report, species are considered to have special status if they meet one or more of the following criteria:

- Listed under the federal or state Endangered Species Act
- USFWS Birds of Conservation Concern
- CDFW Species of Special Concern
- CDFW Fully Protected Species
- Covered as a state protected furbearing mammal (14 California Code of Regulations [14 CCR Section 460])
- Listed as having a California Rare Plant Rank (CRPR; exc. CRPR 4)
- Record reported in the CNDDB and/or USFWS database

The literature review revealed 43 special-status species (13 plants, 30 animals) with the potential to occur within or immediately adjacent to the project site. The following addresses threatened/endangered species and other non-listed special-status species identified as potentially present on the project site. A list of these species and a discussion of their potential to occur within the project site is included in Appendix D.

No state- and/or federally listed threatened or endangered species were observed onsite during the general biological field survey. However, the search of the CNDDB and USFWS databases shows three listed species have been documented within a five-mile radius of the project site as follows:

- Desert tortoise (*Gopherus agassizii*); federally listed threatened and state-listed threatened; CVMSHCP covered species
- Coachella Valley fringe-toed lizard (*Uma inornata*); federally listed threatened and state-listed endangered; CVMSHCP covered species
- Coachella Valley milk-vetch (*Astragalus lentiginosus* var. *coachellae*); federally listed endangered; CVMSHCP covered species

Habitat on the project site is moderately suitable for Coachella Valley milk vetch and desert tortoise. No suitable habitat for the Coachella Valley fringe-toed lizard is present on the project site.

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Additionally, the project site is not within any USFWS-designated Critical Habitat for the Coachella Valley milk-vetch, desert tortoise, or Coachella Valley fringe-toed lizard.

Two non-listed special-status species; loggerhead shrike and black-tailed gnatcatcher were observed during the general biological surveys (Figure 5). Based on review of the CNDDB, USFWS database, and CNPS Inventory, 39 non-listed special-status species (12 plants and 27 animals) have been documented within a five-mile radius of the project site or have the potential to occur on the project site.

An analysis of the likelihood for occurrence of each special-status species documented within a 5-mile radius of the project site or potential to occur is provided in Appendix D. This analysis considers species range as well as documentation within the vicinity of the project area and includes the habitat requirements for each species and the potential for their occurrence on the site, based on required habitat elements and range relative to the current site conditions.

3.6 BURROWING OWL AND NESTING BIRDS

Highly suitable habitat for burrowing owl (*Athene cunicularia*) and other special-status species such as Le Conte's thrasher (*Toxostoma lecontei*), loggerhead shrike (observed), and black-tailed gnatcatcher (observed), as well as numerous more common bird species is present within the project site and adjacent areas. These birds (common and special-status) are protected by Cal. Fish and Game Code, which make it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed under 50 CFR 10.13, including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 CFR 21). The MBTA prohibits 'take' of nearly all native birds.

3.7 JURISDICTIONAL WATERS AND STREAMBEDS

The aquatic resources delineation determined that the project site supports Corps-jurisdictional non-wetland waters of the U.S., RWQCB-jurisdictional non-wetland waters of the State, and CDFW-jurisdictional non-wetland streambed, associated riparian habitat, and/or watercourse (RBC 2019). The total acreage and linear feet of each resource type is summarized in Table 3 below.

Table 3. Jurisdictional Resources within Project Site

Agency	Resource Type	Total Acreage	Total Linear Feet
Corps	Non-wetland waters of the U.S.	2.72	2,957
RWQCB	Non-wetland waters of the U.S./State	637.37	282,372
CDFW	Streambed (Bank)	637.37	282,372
	Riparian Vegetation	0.20	n/a

Estimated jurisdictional features observed within the project survey area during the formal jurisdictional delineation field effort include Feature (F) 1 to F16 and the Coachella Canal (Figure 6). Each named/numbered feature represents a separate watercourse, and as such, includes all functionally related and connected single-thread channels, compound channels, braided channels,

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and floodplains. Features that may connect outside of the project survey boundary were not deemed to be functionally related or connected for purposes of naming each on-site feature.

The Coachella Canal would be considered a Corps-jurisdictional non-wetland waters of the U.S. as a tributary (i.e., 33 CFR 328.3(a)(5)) to the Whitewater River and ultimately the Salton Sea. The Coachella Canal and F1 to F16 (excluding F1 – Tamarisk Scrub and F13 – Tamarisk Scrub) would be considered non-wetland waters of the State/surface waters per the RWQCB. RBC also expects the Coachella Canal and F1 to F16 would be considered CDFW streambed, associated riparian habitat, and/or watercourse as defined by the *Mapping Episodic Stream Activity (MESA) Field Guide* (Vyverberg et. al. 2013). Generally, areas deemed as jurisdictional by the RWQCB and CDFW consist of watercourses comprised of ephemeral desert wash.

3.8 CVMSHCP CONSERVATION AREAS

As shown in Figure 2, the western portion of the project site is within the EIHCA and the project site shares a common boundary along the north and northeastern frontage with the Desert Tortoise and Linkage Conservation Area. Approximately 61 acres of the project site are within the EIHCA. This area within the EIHCA consists of Sonoran creosote bush scrub, mesquite hummocks, tamarisk scrub, disturbed habitat, and agricultural land. This portion of the project site is mapped as Other Conserved Habitat for LeConte's thrasher, Coachella Valley round-tailed ground squirrel (*Spermophilus tereticaudus chlorus*), and flat-tailed horned lizard (*Phrynosoma mcallii*), which are all Covered Species under the CVMSHCP. The EIHCA is part of the watershed for mesquite hummocks and provides potential habitat connectivity with the Thousand Palms Conservation Area through the Indio Hills Palms Conservation Area to the west.

3.9 CVMSHCP MODELED HABITAT

The project site supports modeled habitat (CVAG 2019) for the following special-status species:

- desert tortoise; federally and state endangered, CVMSHCP Covered Species
- Coachella Valley [Palm Springs] round-tailed ground squirrel; CDFW SSC, CVMSHCP Covered Species
- crissal thrasher; CDFW SSC, CVMSHCP Covered Species
- flat-tailed horned lizard; CDFW SSC, CVMSHCP Covered Species
- least Bell's vireo; federally and state endangered, CVMSHCP Covered Species
- LeConte's thrasher; USFWS BCC, CDFW SSC, CVMSHCP Covered Species
- Palm Springs pocket mouse; CDFW SSC, CVMSHCP Covered Species
- summer tanager; CDFW SSC, CVMSHCP Covered Species
- yellow warbler; USFWS BCC, CDFW SSC, CVMSHCP Covered Species
- yellow-breasted chat; CDFW SSC, CVMSHCP Covered Species

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4 IMPACTS

4.1 THREATENED AND ENDANGERED SPECIES

No state- or federally threatened or endangered species were observed during the general biological field survey. There is moderate potential for the federally and state-threatened desert tortoise to occur within the project site and low potential for the federally endangered Coachella Valley milk-vetch and the federally endangered and state-threatened Coachella Valley fringe-toed lizard to occur. In addition, suitable migration habitat for the federally and state-endangered least Bell's vireo is present onsite, but no breeding habitat is present, and this species is unlikely to nest within the project site. All four of these species are covered by the CVMSHCP. Any potential impacts on these species will be covered through compliance with the CVMSHCP.

Please note that while impacts on desert tortoise and their habitat are covered through participation in the CVMSHCP (and pre-established mitigation measures), the USFWS Permit Conditions for the CVMSHCP require that the USFWS be notified 45 days prior to the issuance of a grading permit to allow for the potential salvage of adult tortoises within the notification time period or that desert tortoise clearance surveys be conducted per USFWS protocol.

4.2 NON-LISTED SPECIAL STATUS SPECIES

Two non-listed special-status species; loggerhead shrike and black-tailed gnatcatcher were observed during the general biological field survey. RBC identified 39 non-listed special-status species that have a low, moderate, or high potential to occur within the project site (Appendix D). These species have no official state or federal protection status; however, they are required to be considered under CEQA. Of the non-listed special status species with potential to occur on the project site 13 are covered by the CVMSHCP while 26 species are not covered.

Through implementation of the CVMSHCP Reserve System and conservation objectives, the covered species are considered protected and adequately conserved through the CVMSHCP's pre-established Conservation Areas and avoidance, minimization, and mitigation measures. The non-listed special status species that are not covered by the CVMSHCP occur within the same habitats as the covered species and still considered relatively common within the Reserve System and across the Coachella Valley. Therefore, the project would not have significant impacts on any of the non-listed special species that could potentially occur onsite.

4.3 SPECIAL-STATUS PLANT COMMUNITIES/CALIFORNIA DESERT NATIVE PLANTS ACT

There will be no impacts on special-status plant communities as no such habitats occur on the project site.

4.4 BURROWING OWL AND MIGRATORY BIRDS

The burrowing owl, a species protected under the MBTA and the Cal. Fish and Game Code and covered under the CVMSHCP has high potential to occur on the project site. Impacts on burrowing owl would be considered less than significant through participation in the CVMSHCP;

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however, under the MBTA, project-related impacts on burrowing owl will require mitigation to ensure compliance with the MBTA and Cal. Fish and Game Code. Activities that cause destruction of active nests, or that cause nest abandonment and subsequent death of eggs or young may constitute violations of one or both of these laws. In order to comply with these state and federal regulations, a pre-construction survey for the burrowing owl is required on the project site 30 days prior to site disturbance. If burrowing owl is found to be present, avoidance measures will be required following accepted protocols. If burrowing owl is found to be present during the breeding season (February 1 to August 31), no ground disturbance can begin within the occupied area until after the breeding season (i.e., after August 31) and/or until the burrowing owl have completed their nesting activities. Any relocation efforts must be coordinated with CDFW and/or USFWS.

Additionally, the project has the potential to impact active bird nests if vegetation is removed or ground disturbing activities are initiated during the nesting season (February 1 to August 31). The existing habitat on site supports special-status species loggerhead shrike and black-tailed gnatcatcher and has potential to support nesting bird species such as Le Conte's thrasher and several raptor species. Impacts on nesting birds are prohibited by the MBTA and Cal. Fish and Game Code, as such, ground-disturbing activities, including vegetation clearing, should be conducted outside of the nesting season. If avoidance of the nesting season is not feasible then a qualified biologist should conduct a nesting bird survey within three days prior to any disturbance of the project site, including disking, excavation, and grading. If active nests are identified, the qualified biologist shall establish suitable buffers around the nests depending on the level of activity within the buffer and sensitivity of the species observed. The buffer areas shall be avoided until the nests are no longer occupied and juvenile birds can survive independently from the nest.

4.5 JURISDICTIONAL WATERS AND STREAMBEDS

RBC expects that the Corps, RWQCB, and CDFW would take jurisdiction over aquatic resources on the project site as follows:

- *Corps Jurisdiction* - one non-wetland waters of the U.S., the Coachella Canal, totaling 2.72 acres (2,957 linear feet)
- *RWQCB Jurisdiction* - the Coachella Canal and non-wetland waters of the State/surface waters F1 to F16 (excluding F1 – Tamarisk Scrub and F13 – Tamarisk Scrub), totaling 637.37 acres (282,372 linear feet)
- *CDFW Jurisdiction* - the Coachella Canal and non-wetland streambed, associated riparian habitat, and/or watercourse F1 to F16, totaling 637.57 acres (282,372 linear feet)

Assuming the Corps finalizes the Approved Jurisdictional Determination (AJD) and concludes that F1 to F16 are not jurisdictional, no Corps permitting would be required for the project assuming the proposed project will not impact the Coachella Canal. Impacts on jurisdictional features per other agencies (if deemed jurisdictional) would require Waste Discharge Requirements (WDR) from RWQCB and a Streambed Alteration Agreement (SAA) from CDFW. The RWQCB and/or CDFW may also require a functional assessment (e.g., California Rapid Assessment Method [CRAM]) to quantitatively estimate the stream condition for the evaluation of the proposed project. Additionally,

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compensatory mitigation would be required by the regulatory agencies to offset the proposed project impacts.

4.6 WILDLIFE CORRIDORS

The western-most area of the project site lies within the EIHCA which serves as a biological corridor and linkage to the Indio Hills Conservation Area through the Thousand Palms Conservation Area, which ultimately links with Joshua Tree National Park. The adjacent Desert Tortoise Linkage and Conservation Area provides biological corridors and linkages to the Little San Bernardino Mountains and their associated canyon mouths and alluvial fans, which provide a linkage to the central part of the Plan Area.

A wildlife corridor can be defined as a physical feature that links wildlife habitat, often consisting of native vegetation that joins two or more larger areas of similar wildlife habitat. Corridors enable migration, colonization, and genetic diversity through interbreeding and are therefore critical for the movement of animals and the continuation of viable populations. Through avoidance of impacts on the portion of the EIHCA that occurs on site and compliance with the CVMSHCP the project will not have a significant impact on regional wildlife movement.

4.7 LOCAL POLICIES AND ORDINANCES

The project would not conflict with local policies or ordinances because the project will adhere to CVMSHCP guidelines and procedures. The project will be required to adhere to CVMSHCP Section 4.5 *Lan Use Adjacency Guidelines* (Guidelines; CVAG 2007), which state:

> *The purpose of [Guidelines] is to avoid or minimize indirect effects from [d]evelopment adjacent to or within the Conservation Areas. Adjacent means sharing a common boundary with any parcel in a Conservation Area. Such indirect effects are commonly referred to as edge effects, and may include noise, lighting, drainage, intrusion of people, and the introduction of non-native plants and non-native predators, such as dogs and cats. Edge effects will also be addressed through reserve management activities such as fencing.*
>
> These Guidelines include:
>
> *Drainage – Proposed [d]evelopment adjacent to or within a Conservation Area shall incorporate plans to ensure that the quantity and quality of runoff discharged to the adjacent Conservation Area is not altered in an adverse way when compared to existing conditions. Stormwater systems shall be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources or ecosystem processes within the adjacent Conservation Area.*
>
> *Toxics – Land uses proposed adjacent to or within a Conservation Area that use chemicals or generate bio-products such as manure that are potentially toxic or may adversely affect wildlife and plant species, Habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in any discharge to the adjacent Conservation Area.*

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Lighting – For proposed [d]evelopment adjacent to or within a Conservation Area, lighting shall be shielded and directed toward the developed area. Landscape shielding or other appropriate methods shall be incorporated in project designs to minimize effects of lighting adjacent to or within the adjacent Conservation Area in accordance with the guidelines to be included in the Implementation Manual.

Noise – Proposed [d]evelopment adjacent to or within a Conservation Area that generates noise in excess of 75 dBA L_{eq} hourly shall incorporate setbacks, berms, or walls, as appropriate, to minimize the effects of noise on the adjacent Conservation Area in accordance with the guidelines included in the Implementation Manual.

Invasives – Invasive, non-native plant species shall not be incorporated in the landscape for land uses adjacent to or within a Conservation Area. Landscape treatments within or adjacent to a Conservation Area shall incorporate native plant materials listed in Table 4-112 of the CVMSHCP to the maximum extent [f]easible. The plants listed in Table 4-113 of the CVMSHCP are considered invasive and shall not be used within or adjacent to a Conservation Area. This list may be amended from time to time through a Minor Amendment with Wildlife Agency Concurrence.

Barriers – Land uses adjacent to or within a Conservation Area shall incorporate barriers in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping in a Conservation Area. Such barriers may include native landscaping, rocks/boulders, fencing, walls and/or signage.

Grading/Land Development – Manufactured slopes associated with site [d]evelopment shall not extend into adjacent land in a Conservation Area.

4.8 CUMULATIVE IMPACTS

Cumulative impacts refer to incremental individual environmental effects of two or more projects when considered together. Such impacts taken individually may be minor but are collectively significant in light of regional impacts. The CVMSHCP has analyzed cumulative effects within the region of the project under CEQA, NEPA, CESA, and ESA. Because the project will comply with the CVMSHCP any cumulative project impacts would be less than significant.

5 REQUIRED AVOIDANCE, MINIMIZATION, AND MITIGATION MEASURES

The following discussion provides project-specific avoidance, minimization, and mitigation measures that may be required by the lead agency for impacts on special-status resources.

5.1 DESERT TORTOISE

Moderately suitable habitat for the desert tortoise is present on the project site and modeled habitat per the CVMSHCP GIS data is present across the entire project site. While impacts on desert tortoise and their habitat will be covered through participation in the CVMSHCP, the USFWS Permit Conditions for the CVMSHCP require that the USFWS be notified 45 days prior to the

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issuance of a grading permit to allow for the potential salvage of adult tortoises within this notification time period or that desert tortoise clearance surveys are conducted per USFWS protocol.

5.2 BURROWING OWL

Suitable habitat for the CDFW SSC burrowing owl is present on site and the potential for this species to occur is high. The direct take of a burrowing owl, or any raptor, must be avoided. In accordance with CDFW's *Staff Report on Burrowing Owl Mitigation* (CDFG 2012) two preconstruction take avoidance surveys should be conducted prior to any vegetation removal, ground disturbance, or similar activity as follows:

> *No less than thirty days prior to the onset of ground disturbance, a qualified biologist shall survey the construction limits of the Project and 500-foot buffer for the presence of burrowing owls and occupied nest burrows, in accordance with the Staff Report on Burrowing Owl Mitigation (CDFG 2012). A final survey shall be conducted within 24 hours prior to ground disturbance.*
>
> *If nesting and/or activity is present at any burrow site, then the active burrow shall be protected until nesting activity has ended to ensure compliance with Section 3503.5 of the California Fish and Game Code. Nesting activity for burrowing owls normally occurs from February 1 to August 31. To protect any burrow site, the following restrictions on construction are required between February 1 to August 31:*
>
> 1) *Clearing limits will be established a minimum of 300 feet in any direction from any occupied burrow; and*
> 2) *Access and surveying will not be allowed within 50 feet of any occupied burrow. Any occupied burrows found during the survey efforts shall be mapped on the construction plans and an ESA avoidance buffer shall be established. Construction during the non-nesting season can occur only at the sites if a qualified biologist has determined that the burrows are no longer active. If an active burrow is observed during the non-nesting period, the burrow site will be monitored by a qualified biologist, and when the owl is outside the burrow entrance, the biologist will flush any owl to open space areas. The biologist will then excavate the burrow site with tools or fill the burrow with soil so owls cannot return to the burrow site.*

Note that any relocation efforts must be coordinated with the CDFW and/or USFWS. If a burrowing owl is found to be present during the breeding season (February 1 to August 31), no ground disturbance can begin within the occupied area until after the breeding season (i.e., after August 31) and/or until the burrowing owl have completed their nesting activities. Generally, a 300- to 500-foot buffer is required around nesting owls during construction activities.

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5.3 NESTING BIRDS

To avoid direct impacts to raptors and/or native/migratory birds, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, a qualified avian biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds in the proposed area of disturbance. The pre-construction survey shall be conducted three calendar days prior to the start of construction activities (including removal of vegetation). If nesting birds are observed, a letter report or mitigation plan in conformance with applicable state and federal law (i.e. appropriate follow-up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to CDFW and/or USFWS, as applicable, for review and approval and implemented to the satisfaction of the agency(ies). The project biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction. If nesting birds are not observed during the pre-construction survey, no further mitigation is required.

5.4 JURISDICTIONAL WATERS AND STREAMBEDS

If there are no impacts on the Coachella Canal, no Corps permit would be required. Impacts on jurisdictional features per RWQCB and CDFW (if deemed jurisdictional) would require WDR from RWQCB and SAA from CDFW. The RWQCB and/or CDFW may also require a functional assessment (e.g., CRAM) to quantitatively estimate the stream condition for the evaluation of the proposed project. Additionally, compensatory mitigation would be required by the regulatory agencies to offset the proposed project impacts. We recommend consulting with the regulatory agencies as soon as possible in the project planning process to avoid/reduce processing delays.

5.5 EAST INDIO HILLS CONSERVATION AREA

The project is within the EIHCA and adjacent to the Desert Tortoise Linkage and Conservation Area. In order to avoid direct impacts on the EIHCA, it is recommended the project dedicate the entire portion of the project site within the EIHCA as conserved open space. Dedication of this portion of the project site would ensure that the project would not conflict with the CVMSHCP Conservation Objectives. The project would comply with CVMSHCP Section 4.5 Land Use Adjacency Guidelines to avoid and minimize indirect effects to the adjacent Desert Tortoise Linkage and Conservation Area.

5.6 DEVELOPMENT MITIGATION FEE

Per the CVMSHCP Section 5.2.1.1 *Local Development Mitigation Fee*, the project will be conditioned by the lead agency to pay a mitigation fee for the costs of mitigating impacts of the project. See Table 4 below for the Local Development Mitigation Fee per building type.

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Table 4. Local Development Mitigation Fee

Building Type	Fee as of July 1, 2018
Commercial/Industrial per acre	$5,911
Residential (fee is per unit)	
0-8 units per acre	$1,331
8.1 – 14 units per acre	$554
More than 14 units per acre	$247

Source: Coachella Valley Conservation Commission 2019

6 CONCLUSIONS

In summary, the 2,812-acre project site supports sensitive biological resources including jurisdictional waters of the state and U.S., two non-listed special-status bird species, moderate potential to support the state and federally-threatened desert tortoise, low potential to support the federally endangered Coachella Valley milk-vetch, and moderate to high potential to support numerous non-listed special-status species including burrowing owl. In addition, 61 acres of the project site is within the EIHCA.

The CVMSHCP was developed to enhance and maintain biological diversity by protecting critical Core Habitat while allowing development in other areas. The CVMSHCP sets Conservation Goals and Objectives to ensure conservation of the Covered Species and conserved natural communities in the CVMSHCP Reserve System. Protection of large areas of habitat across the Plan Area provides coverage for a variety of special-status biological resources including those on the project site and with potential to occur. If the project complies with CVMSHCP guidelines and the recommended measures outlined in section 6.0 are implemented, the project would be consistent with the goals and objectives of the CVMSHCP.

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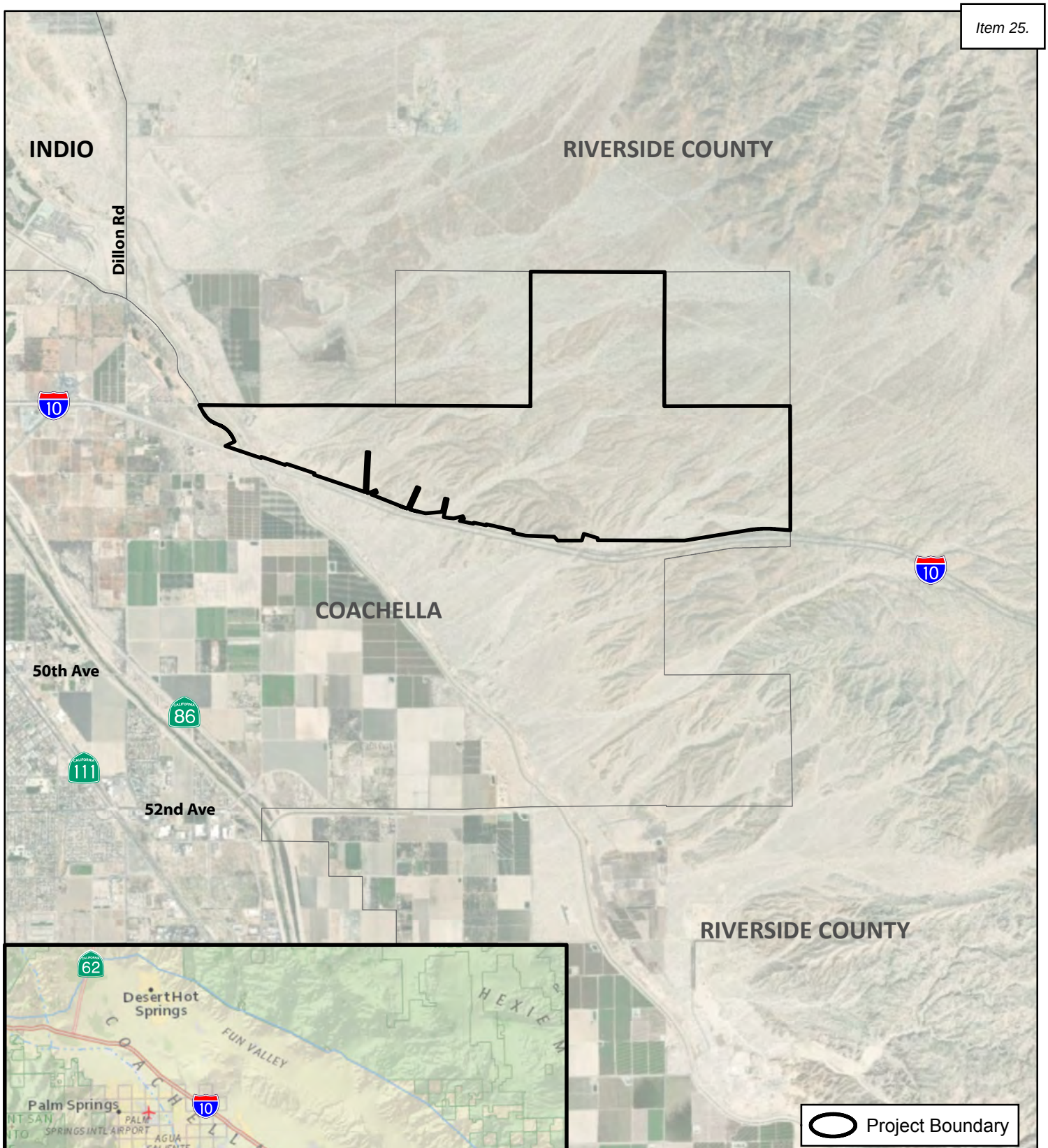


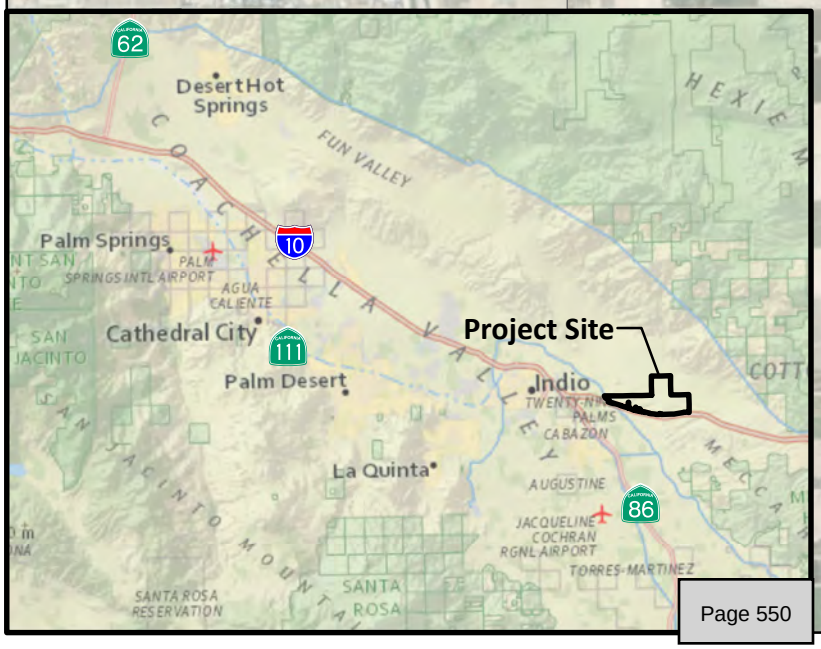


FIGURE 1

Project Location

KPC COACHELLA

ROCKS BIOLOGICAL CONSULTING

0 0.5 1 MILES

N

Aerial Photo: DigitalGlobe 2017, Esri
Regional Map: National Geographic 2012, Esri

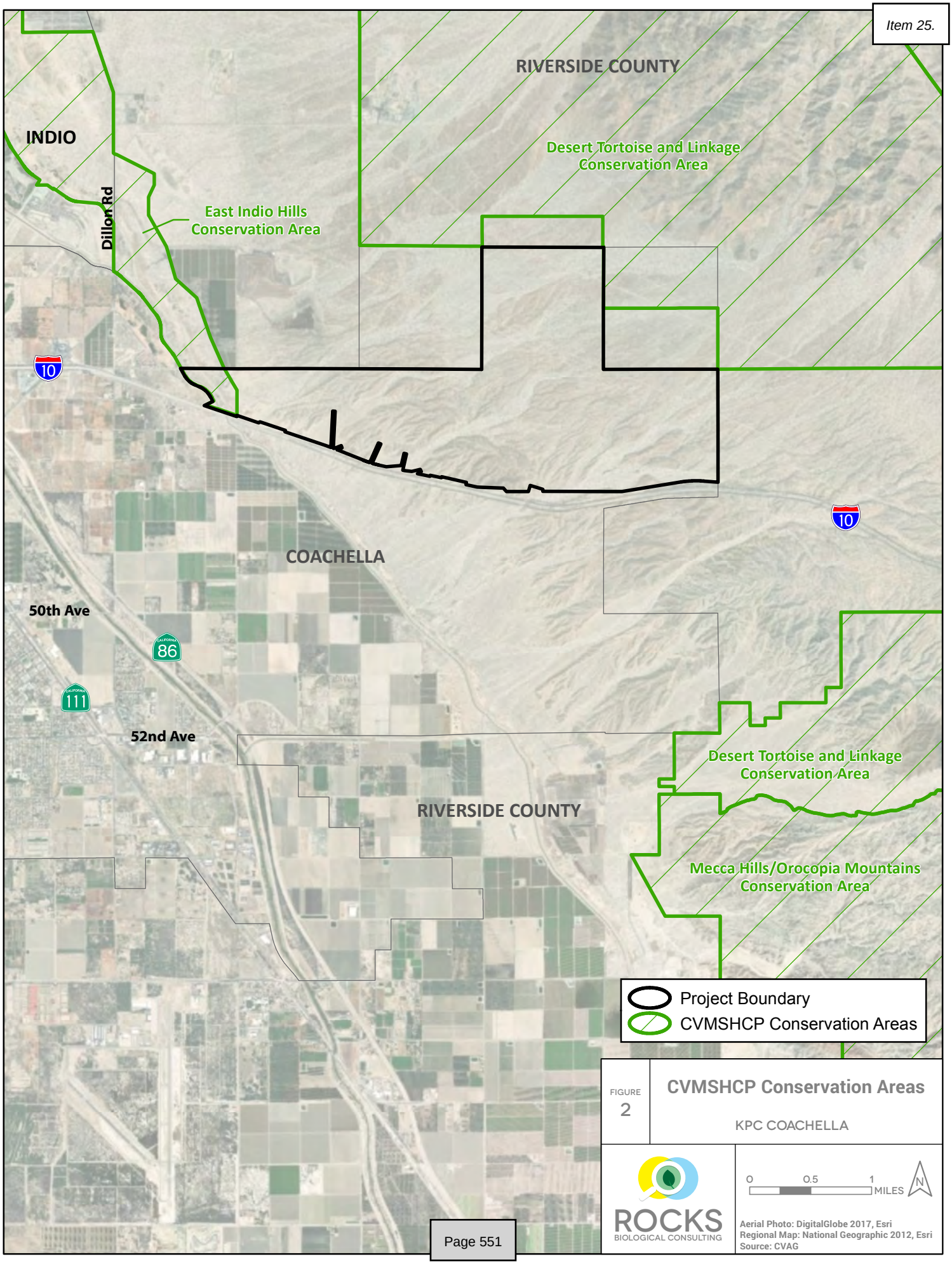


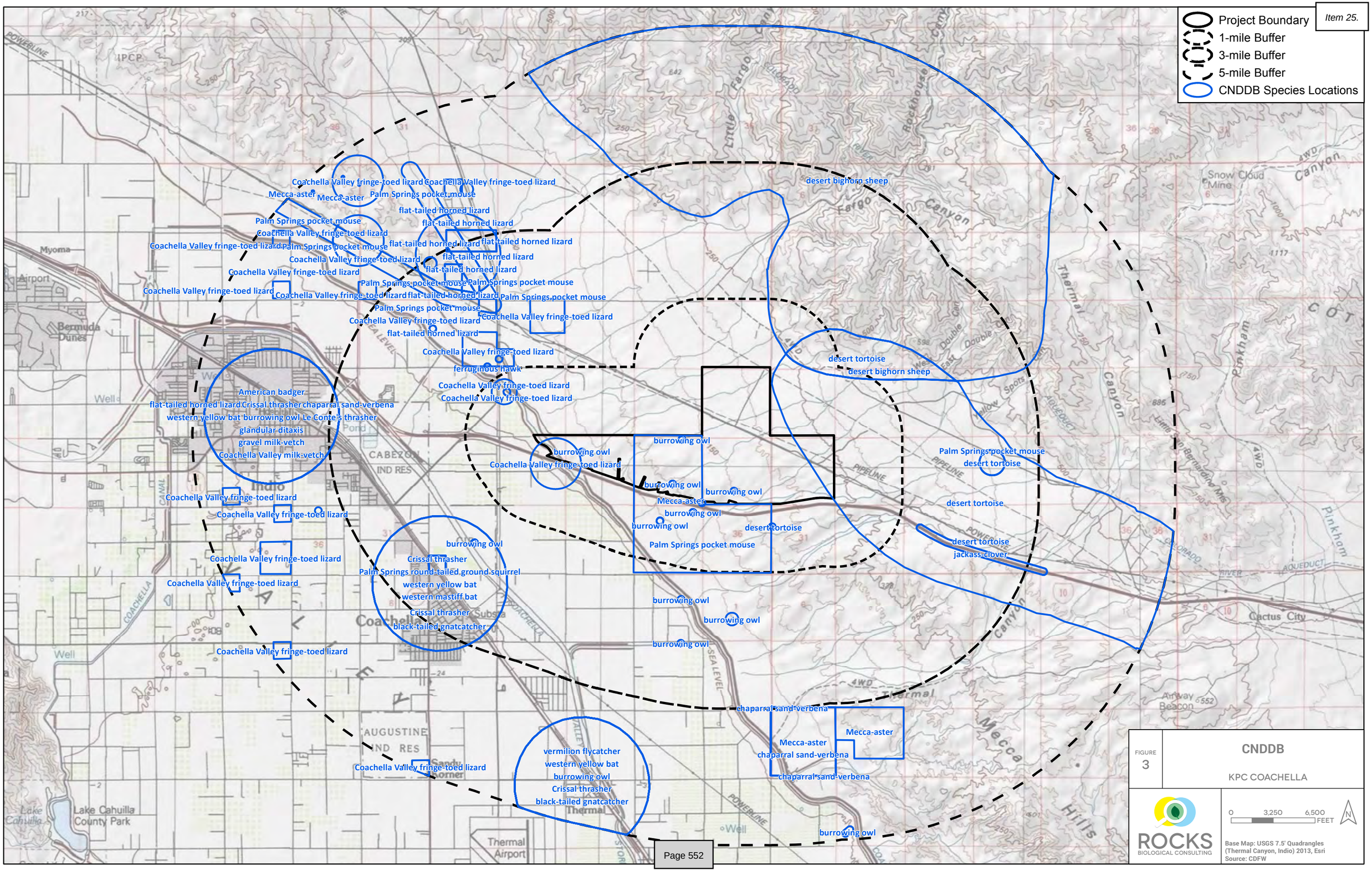
FIGURE 2

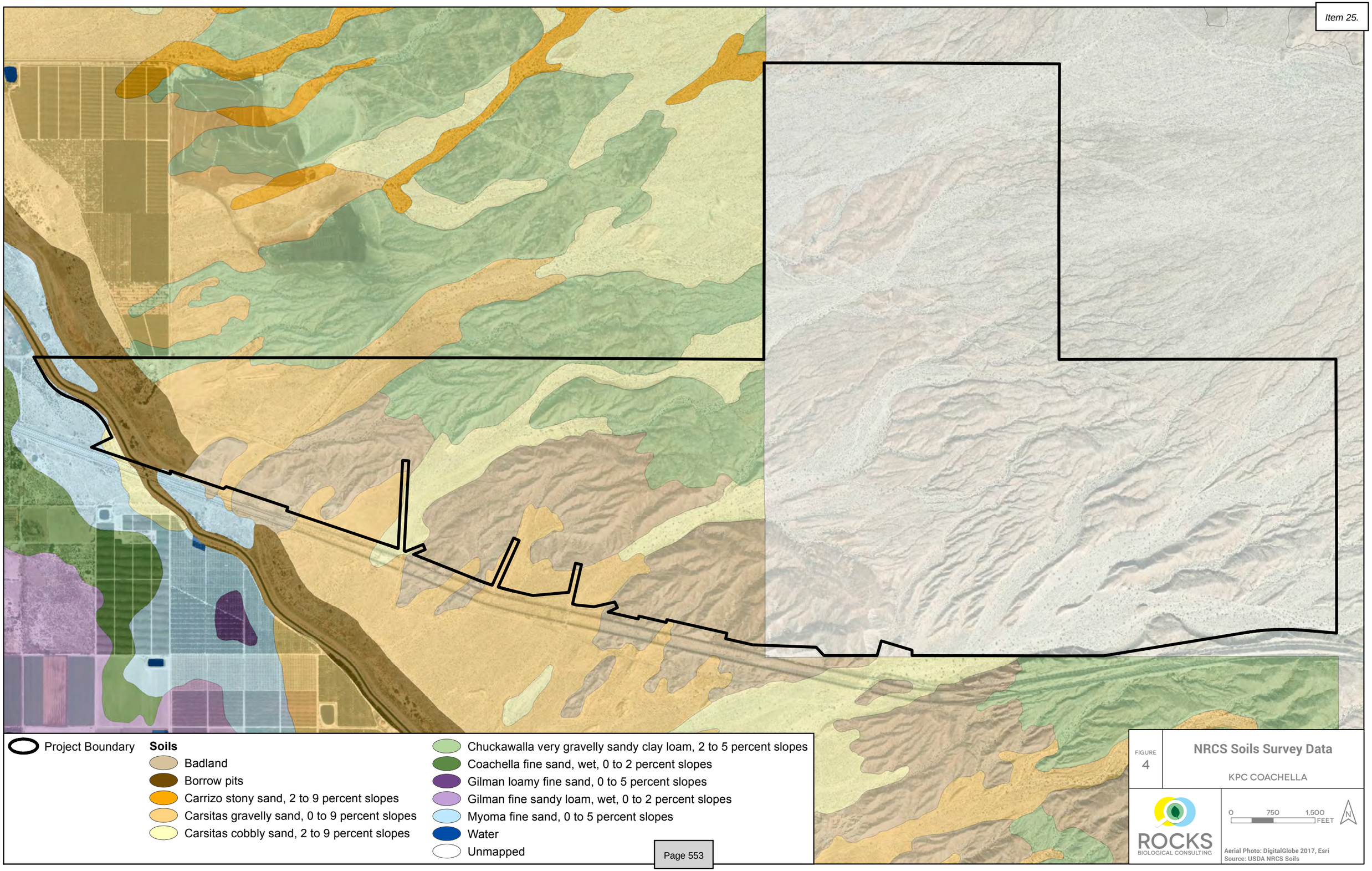
CVMSHCP Conservation Areas

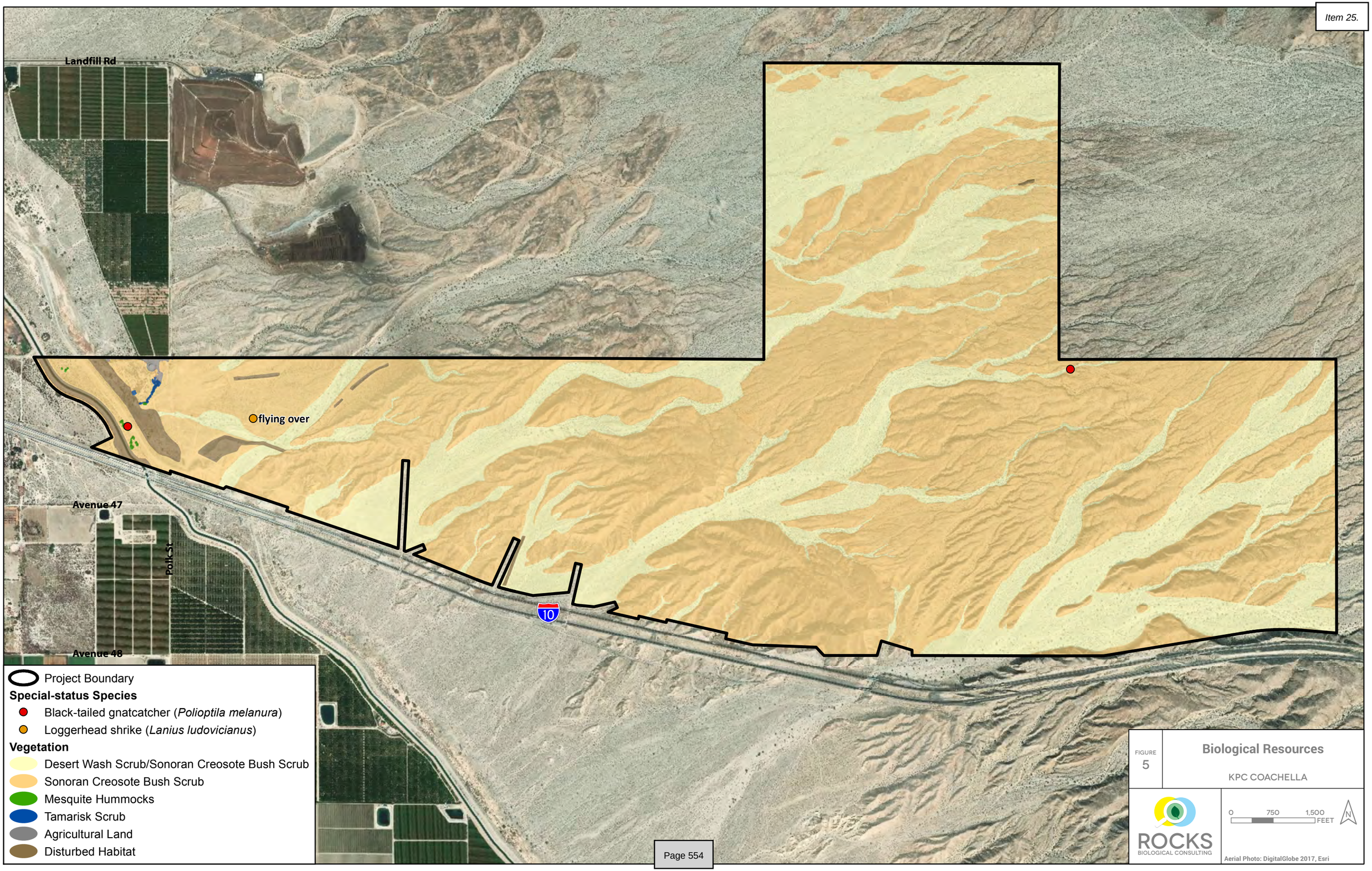
KPC COACHELLA

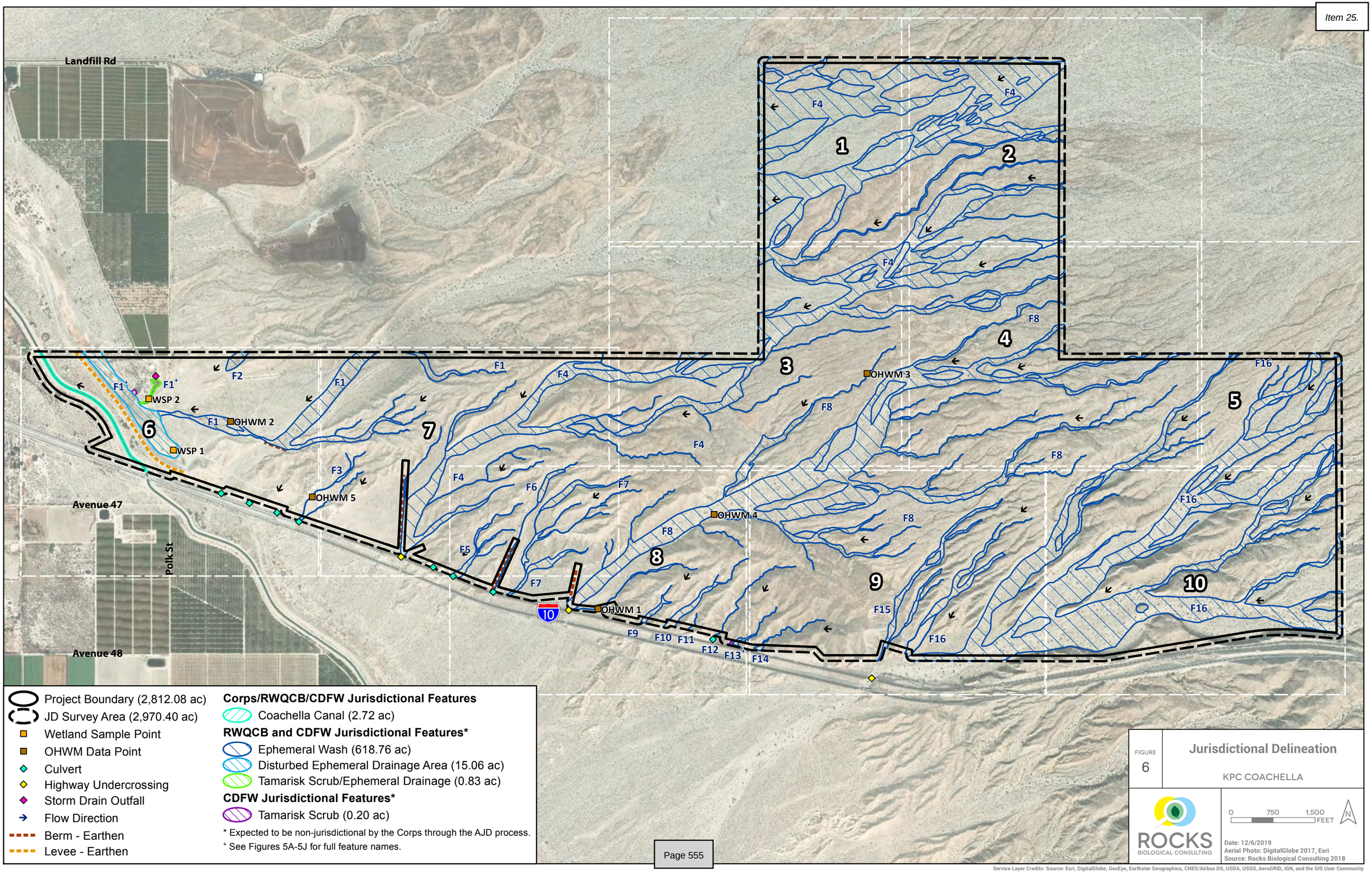
ROCKS BIOLOGICAL CONSULTING

Aerial Photo: DigitalGlobe 2017, Esri
Regional Map: National Geographic 2012, Esri
Source: CVAG


Project Boundary
1-mile Buffer
3-mile Buffer
5-mile Buffer
CNDDB Species Locations
Coachella Valley fringe-toed lizard
Mecca-aster
Palm Springs pocket mouse
flat-tailed horned lizard
desert bighorn sheep
American badger
Crissal thrasher
chaparral sand-verbena
western yellow bat
burrowing owl
Le Conte's thrasher
glandular ditaxis
gravel milk-vetch
Coachella Valley milk-vetch
ferruginous hawk
desert tortoise
jackass-clover
Palm Springs round-tailed ground squirrel
western mastiff bat
black-tailed gnatcatcher
vermilion flycatcher
Myoma
Airport
Bermuda Dunes
Indio
Coachella
Thermal
Thermal Airport
Lake Cahuilla County Park
Cactus City
Snow Cloud Mine
Airway Beacon
Fargo Canyon
Thermal Canyon
Mecca Hills
Pinkham Canyon
Little Fargo Canyon
Rockhouse Canyon
CABEZON IND RES
AUGUSTINE IND RES
POWERLINE
PIPELINE
AQUEDUCT
COACHELLA CANAL
SEA LEVEL
FIGURE 3
CNDDB
KPC COACHELLA
ROCKS BIOLOGICAL CONSULTING
0 3,250 6,500 FEET
N
Base Map: USGS 7.5' Quadrangles (Thermal Canyon, Indio) 2013, Esri
Source: CDFW


Project Boundary
Soils
Badland
Borrow pits
Carrizo stony sand, 2 to 9 percent slopes
Carsitas gravelly sand, 0 to 9 percent slopes
Carsitas cobbly sand, 2 to 9 percent slopes
Chuckawalla very gravelly sandy clay loam, 2 to 5 percent slopes
Coachella fine sand, wet, 0 to 2 percent slopes
Gilman loamy fine sand, 0 to 5 percent slopes
Gilman fine sandy loam, wet, 0 to 2 percent slopes
Myoma fine sand, 0 to 5 percent slopes
Water
Unmapped
FIGURE
4
NRCS Soils Survey Data
KPC COACHELLA
ROCKS
BIOLOGICAL CONSULTING
0
750
1,500
FEET
N
Aerial Photo: DigitalGlobe 2017, Esri
Source: USDA NRCS Soils


Landfill Rd
flying over
Avenue 47
Polk St
10
Avenue 48
Project Boundary
Special-status Species
Black-tailed gnatcatcher (Polioptila melanura)
Loggerhead shrike (Lanius ludovicianus)
Vegetation
Desert Wash Scrub/Sonoran Creosote Bush Scrub
Sonoran Creosote Bush Scrub
Mesquite Hummocks
Tamarisk Scrub
Agricultural Land
Disturbed Habitat
FIGURE
5
Biological Resources
KPC COACHELLA
ROCKS
BIOLOGICAL CONSULTING
0
750
1,500
FEET
N
Aerial Photo: DigitalGlobe 2017, Esri


Landfill Rd
Avenue 47
Avenue 48
Polk St
1
2
3
4
5
6
7
8
9
10
F1
F1+
F2
F3
F4
F5
F6
F7
F8
F9
F10
F11
F12
F13
F14
F15
F16
WSP 1
WSP 2
OHWM 1
OHWM 2
OHWM 3
OHWM 4
OHWM 5
10
Project Boundary (2,812.08 ac)
JD Survey Area (2,970.40 ac)
Wetland Sample Point
OHWM Data Point
Culvert
Highway Undercrossing
Storm Drain Outfall
Flow Direction
Berm - Earthen
Levee - Earthen
Corps/RWQCB/CDFW Jurisdictional Features
Coachella Canal (2.72 ac)
RWQCB and CDFW Jurisdictional Features*
Ephemeral Wash (618.76 ac)
Disturbed Ephemeral Drainage Area (15.06 ac)
Tamarisk Scrub/Ephemeral Drainage (0.83 ac)
CDFW Jurisdictional Features*
Tamarisk Scrub (0.20 ac)
* Expected to be non-jurisdictional by the Corps through the AJD process.
+ See Figures 5A-5J for full feature names.
FIGURE
6
Jurisdictional Delineation
KPC COACHELLA
ROCKS
BIOLOGICAL CONSULTING
0
750
1,500
FEET
N
Date: 12/6/2019
Aerial Photo: DigitalGlobe 2017, Esri
Source: Rocks Biological Consulting 2018
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Appendix A

Site Photographs

Appendix A

Site Photographs

Photo 1. Overview of the western portion of the project site, facing northeast. Photo shows sparse Sonoran creosote bush scrub on site. May 9, 2019.

Photo 2. Overview of the center portion of the project site, facing northwest. Photo shows typical sparse hills with Sonoran creosote bush scrub. May 9, 2019.

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Photo 3. Typical desert wash scrub/Sonoran creosote bush scrub within eastern portion of the project site, facing northeast. May 8, 2019.

Photo 4. Typical desert wash scrub/Sonoran creosote bush scrub within eastern portion of the project site, facing southeast. May 2, 2019

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Photo 5. Characteristic large ephemeral wash on site within eastern portion of the project site, facing southwest. May 2, 2019.

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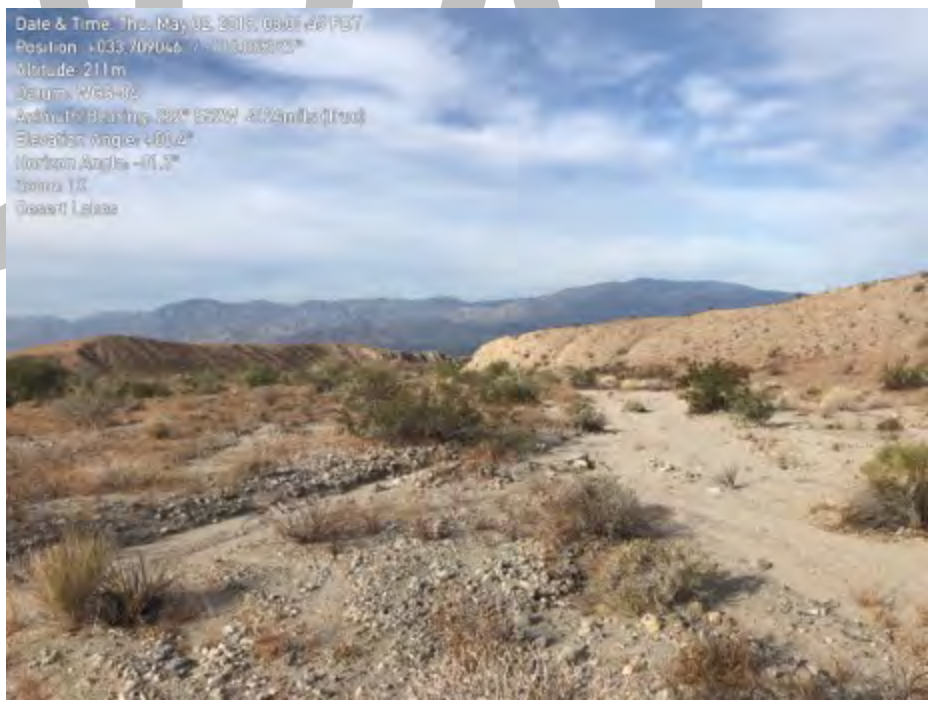

Photo 6. Characteristic large ephemeral wash on site within eastern portion of the project site, facing southwest. Photograph shows the mix of upland Sonoran creosote bush scrub and desert wash scrub. May 2, 2019.

Photo 7. Tamarisk scrub in disturbed wash by water tower and agricultural land within western portion of the project site, facing northeast. May 1, 2019.

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Photo 8. Large disturbed area within western portion of the project site, facing northwest. May 1, 2019.

Photo 9. Mesquite hummocks in the western portion of the project site, facing northwest. May 1, 2019.

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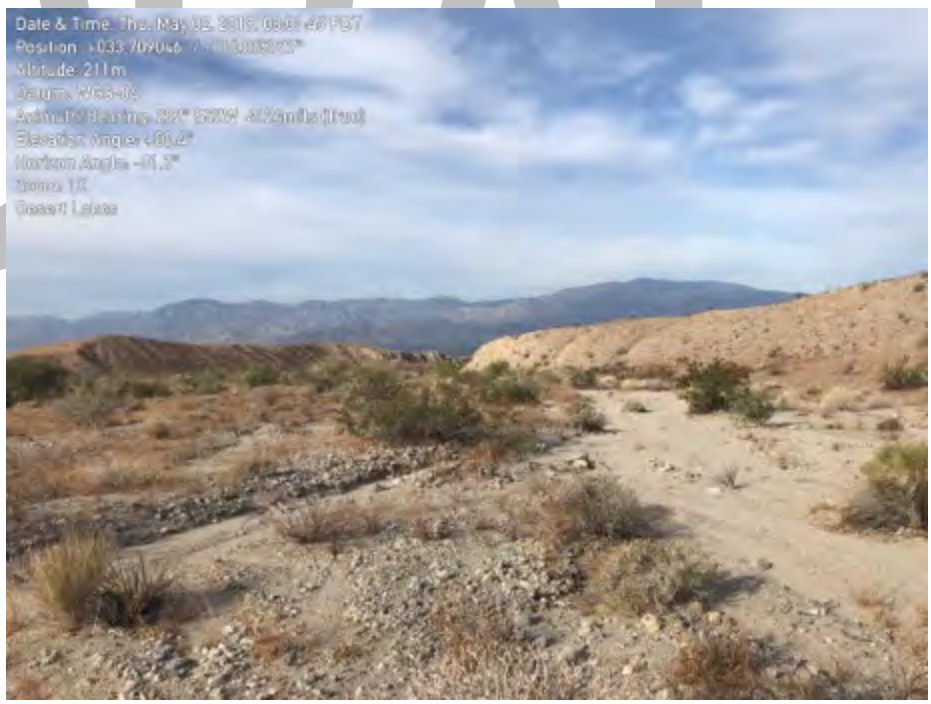

Photo 10. Sonoran creosote bush scrub within the project site, facing northwest. April 14, 2019.

Appendix B

Plant Species Observed

Appendix B

Plant Species Observed within Project Site

Family	Scientific Name	Common Name
Amaranthaceae	*Tidestromia suffruticosa* var. *oblongifolia*	Salton Sea honeysweet
Apocynaceae	*Asclepias subulata*	rush milkweed
Apocynaceae	*Funastrum hirtellum*	trailing townula
Arecaceae	*Phoenix dactylifera**	edible date palm
Asteraceae	*Ambrosia dumosa*	white bur-sage
Asteraceae	*Ambrosia salsola* var. *salsola*	cheesebush
Asteraceae	*Bebbia juncea* var. *aspera*	rush sweetbush
Asteraceae	*Chaenactis carphoclinia* var. *carphoclinia*	pebble pincushion
Asteraceae	*Encelia farinosa*	brittlebush
Asteraceae	*Geraea canescens*	desert sunflower
Asteraceae	*Isocoma acradenia* var. *bracteosa*	bracted alkali goldenbush
Asteraceae	*Lactuca serriola**	prickly lettuce
Asteraceae	*Monoptilon bellioides*	Mojave Desert star
Asteraceae	*Palafoxia arida* var. *arida*	desert Spanish-needle
Asteraceae	*Peucephyllum schottii*	pigmy-cedar
Boraginaceae	*Cryptantha barbigera*	bearded cryptantha
Boraginaceae	*Cryptantha maritima*	white-hair cryptantha
Brassicaceae	*Brassica tournefortii**	Sahara mustard
Brassicaceae	*Lepidium lasiocarpum* ssp. *lasiocarpum*	sand peppergrass
Brassicaceae	*Sisymbrium irio**	London rocket
Cactaceae	*Cylindropuntia bigelovii*	teddy-bear cholla
Cactaceae	*Cylindropuntia ramosissima*	diamond cholla
Cactaceae	*Ferocactus cylindraceus*	California barrel cactus
Cactaceae	*Opuntia basilaris* var. *basilaris*	beavertail cactus
Caryophyllaceae	*Achyronychia cooperi*	onyx flower
Chenopodiaceae	*Atriplex canescens*	four-wing saltbush
Chenopodiaceae	*Atriplex hymenelytra*	desert-holly
Chenopodiaceae	*Atriplex polycarpa*	many-fruit saltbush
Chenopodiaceae	*Chenopodium murale**	nettle-leaf goosefoot
Cleomaceae	*Peritoma arborea* var. *angustata*	desert bladderpod
Cucurbitaceae	*Brandegea bigelovii*	desert star vine
Ehretiaceae	*Tiquilia plicata*	fan-leaved tiquilia
Euphorbiaceae	*Croton californicus*	California croton
Euphorbiaceae	*Ditaxis lanceolata*	desert silverbush
Euphorbiaceae	*Euphorbia peplus**	petty spurge
Fabaceae	*Hoffmannseggia microphylla*	desert bird-of-paradise
Fabaceae	*Lupinus concinnus*	Bajada lupine
Fabaceae	*Parkinsonia florida*	blue palo verde
Fabaceae	*Prosopis glandulosa* var. *glandulosa*	mesquite
Fabaceae	*Psorothamnus arborescens*	California dalea
Fabaceae	*Psorothamnus emoryi* var. *emoryi*	white dalea
Fabaceae	*Psorothamnus schottii*	indigo bush
Fabaceae	*Psorothamnus spinosus*	smoke tree

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Fabaceae	*Senegalia greggii*	catclaw acacia
Fouquieriaceae	*Fouquieria splendens* ssp. *splendens*	ocotillo
Hydrophyllaceae	*Emmenanthe penduliflora* var. *penduliflora*	whispering bells
Hydrophyllaceae	*Phacelia crenulata*	notch-leaf phacelia
Krameriaceae	*Krameria bicolor*	white rhatany
Lamiaceae	*Condea emoryi*	desert-lavender
Lamiaceae	*Salvia columbariae*	chia
Loasaceae	*Mentzelia involucrata*	sand blazing star
Loasaceae	*Petalonyx thurberi* ssp. *thurberi*	Thurber's sandpaper plant
Malvaceae	*Eremalche rotundifolia*	desert five-spot
Malvaceae	*Hibiscus denudatus*	rock hibiscus
Namaceae	*Nama demissa*	purple mat
Nyctaginaceae	*Abronia villosa* var. *villosa*	desert sand-verbena
Nyctaginaceae	*Allionia incarnata* var. *villosa*	hairy trailing windmills
Nyctaginaceae	*Mirabilis laevis* var. *villosa*	hairy wishbone plant
Onagraceae	*Chylismia brevipes*	yellow cups
Onagraceae	*Chylismia claviformis*	clavate fruited primrose
Onagraceae	*Eremothera boothii*	Booth's sun cup
Onagraceae	*Eulobus californicus*	false-mustard
Papaveraceae	*Eschscholzia minutiflora*	pygmy gold-poppy
Plantaginaceae	*Plantago ovata* var. *fastigiata*	woolly plantain
Poaceae	*Aristida adscensionis*	six-weeks three-awn
Poaceae	*Phalaris minor**	little-seed canary grass
Poaceae	*Schismus barbatus**	Mediterranean schismus
Polemoniaceae	*Aliciella latifolia* ssp. *latifolia*	broad-leaf gilia
Polemoniaceae	*Eriastrum eremicum* ssp. *eremicum*	desert woolly-star
Polemoniaceae	*Langloisia setosissima* ssp. *setosissima*	bristly langloisia
Polemoniaceae	*Loeseliastrum schottii*	Schott's calico
Polygonaceae	*Chorizanthe brevicornu* var. *brevicornu*	brittle spineflower
Polygonaceae	*Chorizanthe rigida*	rigid spineflower
Polygonaceae	*Eriogonum inflatum*	desert trumpet
Polygonaceae	*Eriogonum thomasii*	Thomas's buckwheat
Resedaceae	*Oligomeris linifolia*	narrow-leaf oligomeris
Solanaceae	*Datura wrightii*	western jimson weed
Solanaceae	*Nicotiana quadrivalvis*	Indian tobacco
Solanaceae	*Physalis crassifolia*	Greene's ground-cherry
Tamaricaceae	*Tamarix ramosissima**	saltcedar
Viscaceae	*Phoradendron californicum*	desert mistletoe
Zygophyllaceae	*Fagonia laevis*	California fagonia
Zygophyllaceae	*Larrea tridentata*	creosote bush
*: Non-native species		

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Appendix C

Wildlife Species Observed

Appendix C

Wildlife Species Observed within Project Site

Family	Code	Common Name	Scientific Name
BUTTERFLIES			
Danaidae	DANGILSTR	striated queen	*Danaus gilippus strigosus*
Lycaenidae	BREEXIEXI	western pygmy blue	*Brephidium exilis exilis*
AMPHIBIANS and REPTILES			
Iguanidae	DIPDOR	desert iguana	*Dipsosaurus dorsalis*
Phrynosomatidae	UTASTA	common side-blotched lizard	*Uta stansburiana*
BIRDS			
Accipitridae	RTHA	red-tailed hawk	*Buteo jamaicensis*
Cathartidae	TUVU	turkey vulture	*Cathartes aura*
Columbidae	ROPI	rock pigeon*	*Columba livia*
Columbidae	MODO	mourning dove	*Zenaida macroura*
Corvidae	CORA	common raven	*Corvus corax*
Fringillidae	HOFI	house finch	*Haemorhous mexicanus*
Hirundinidae	BASW	barn swallow	*Hirundo rustica*
Laniidae	LOSH	loggerhead shrike (SSC; nesting) †	*Lanius ludovicianus*
Mimidae	NOMO	northern mockingbird	*Mimus polyglottos*
Parulidae	WIWA	Wilson's warbler	*Cardellina pusilla*
Passerellidae	BTSP	black-throated sparrow	*Amphispiza bilineata*
Passerellidae	CALT	California towhee	*Melozone crissalis*
Passeridae	HOSP	house sparrow	*Passer domesticus*
Polioptilidae	BTGN	black-tailed gnatcatcher (WL)	*Polioptila melanura*
Remizidae	VERD	verdin	*Auriparus flaviceps*
Sturnidae	EUST	European starling*	*Sturnus vulgaris*
Troglodytidae	ROWR	rock wren	*Salpinctes obsoletus*
Tyrannidae	SAPH	Say's phoebe	*Sayornis saya*
MAMMALS			
Canidae	CANLAT	coyote	*Canis latrans*
Leporidae	LEPCAL	black-tailed jackrabbit	*Lepus californicus*
Leporidae	SYLAUD	desert cottontail	*Sylvilagus audubonii*
Sciuridae	AMMLEU	white-tailed antelope squirrel	*Ammospermophilus leucurus*

SSC: *California Department of Fish and Wildlife (CDFW) Species of Special Concern*
WL: *California Department of Fish and Wildlife (CDFW) Watch List species*
*: *Non-native species*
†: *Species not observed nesting by RBC during project survey(s)*

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Appendix D

Special-status Plants and Animals with Potential to Occur

Appendix D

Special-Status Plants and Animals with Potential to Occur

Species	Status	Habitat Description	Potential to Occur
PLANTS			
California ayenia (*Ayenia compacta*)	ESA: -- CESA: -- CRPR: 2B.3 CVMSHCP: NC	Rocky soil in Sonoran and Mojavean desert scrub at 490 to 3595 feet elevation. Perennial herb. Blooms between March and April.	Moderate. Suitable habitat present on site.
California ditaxis (*Ditaxis serrata* var. *californica*)	ESA: -- CESA: -- CRPR: 3.2 CVMSHCP: NC	Sonoran desert scrub at 95 to 3280 feet elevation. Perennial herb. Blooms between March and December.	Moderate. Suitable habitat present on site.
chaparral sand-verbena (*Abronia villosa* var. *aurita*)	ESA: -- CESA: -- CRPR: 1B.1 CVMSHCP: NC	Sandy chaparral, coastal scrub and desert dunes at 245 to 5250 feet elevation. Annual herb. Blooms between March and September.	Low. Suitable sandy/dune habitat not present.
Coachella Valley milk-vetch (*Astragalus lentiginosus* var. *coachellae*)	ESA: FE CESA: -- CRPR: 1B.2 CVMSHCP: C	Loose aeolian (i.e., windblown) or alluvial (i.e., water transported) sands that are located on dunes or flats, and along disturbed margins of sandy washes in the Coachella Valley at 130 to 2150 feet. Annual/short-lived perennial. Blooms between February and May.	Low. The project site does not support aeolian or alluvial sand dunes; however, sandy washes do occur on site.
Coves' cassia (*Senna covesii*)	ESA: -- CESA: -- CRPR: 2B.2 CVMSHCP: NC	Dry, sandy washes and slopes in Sonoran desert scrub at 735 to 4250 feet elevation. Perennial herb. Blooms between March and June.	Moderate. Suitable habitat present on site.
glandular ditaxis (*Ditaxis claryana*)	ESA: -- CESA: -- CRPR: 2B.2 CVMSHCP: NC	Sandy soils in Sonoran and Mojavean desert scrub at 0 to 1526 feet elevation. Perennial herb. Blooms between October and March.	Moderate. Suitable habitat present on site.
gravel milk-vetch (*Astragalus sabulonum*)	ESA: -- CESA: -- CRPR: 2B.2 CVMSHCP: NC	Sandy/gravelly areas in flats, washes, and roadsides in Sonoran and Mojavean desert scrub and desert dunes at -197 to 3051 feet elevation. Annual/short-lived perennial. Blooms between February and June.	Moderate. Suitable Sonoran creosote bush scrub habitat (sandy and gravelly areas) present on site.
jackass clover *(Wislizenia refracta* ssp. *refracta)*	ESA: -- CESA: -- CRPR: 2B.2 CVMSHCP: NC	Desert dunes, playas, and desert scrub of the Sonoran and Mojave deserts at 1968 to 2624 feet elevation. Annual herb. Blooms between April and November.	Moderate. Suitable habitat present on site.
little-leaf elephant tree (*Bursera microphylla*)	ESA: -- CESA: -- CRPR: 2B.3 CVMSHCP: NC	Rocky soils in Sonoran desert scrub at 655 to 2295 feet elevation. Perennial deciduous tree. Blooms between June and July.	Low. Suitable habitat present on site; however, species likely would have been observed during general biological survey.

Species	Status	Habitat Description	Potential to Occur
mecca aster (*Xylorhiza cognata*)	ESA: -- CESA: -- CRPR: 1B.2 CVMSHCP: C	Arid canyons in sandstone and clay in Sonoran desert scrub at 65 to 1300 feet elevation. Known principally in the Indio and Mecca hills of Riverside County. Perennial herb. Blooms between January and June.	Moderate. Suitable habitat present on site.
narrow-leaf sandpaper-plant (*Petalonyx linearis*)	ESA: -- CESA: -- CRPR: 2B.3 CVMSHCP: NC	Sandy or rocky canyons in desert scrub of the Sonoran and Mojave deserts at -80 to 3660 feet elevation. Perennial shrub. Blooms between March and May.	Moderate. Suitable habitat present on site.
Orocopia sage (*Salvia greatae*)	ESA: -- CESA: -- CRPR: 1B.3 CVMSHCP: C	Alluvial slopes in desert scrub of the Sonoran and Mojave deserts at -130 to 2705 feet elevation. Restricted to the Orocopia and Chocolate Mountains. Perennial evergreen shrub. Blooms between March and April.	Low. Suitable habitat present on site, but current distribution is limited to mountains southeast of the site.
slender cottonheads (*Nemacaulis denudata* var. *gracilis*)	ESA: -- CESA: -- CRPR: 2B.2 CVMSHCP: NC	Coastal dunes, desert dunes and Sonoran desert scrub at -160 to 1310 feet elevation. Annual herb. Blooms between April and May.	Moderate. Suitable Sonoran desert scrub habitat present on site.
MAMMALS			
American badger (*Taxidea taxus*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: NC	A variety of habitats including arid fields, grasslands, and desert scrub containing friable soil to excavate dens. Preys on fossorial mammals, reptiles, and insects.	Moderate. Suitable habitat, soils, and prey species present on site.
Coachella Valley [Palm Springs] round-tailed ground squirrel (*Xerospermophilus tereticaudus chlorus*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	Habitats include eolian dunes and desert scrub containing shrubs for cover and burrowing. Prefers mesquite thickets and coarse sand/gravel soils.	Moderate. Suitable habitat and soils present on site.
desert bighorn sheep (*Ovis canadensis nelsoni*)	ESA: -- CESA: -- USFWS: -- CDFW: FP CVMSHCP: C	A variety of habitats including palm oases, desert riparian, desert succulent scrub, desert scrub, and perennial grasslands. Grazes in open areas and require steep, rocky areas for bedding. Close proximity to water sources is critical for this species.	Low. Suitable foraging and bedding habitat not present on site.
Palm Springs pocket mouse (*Perognathus longimembris bangsi*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	A variety of habitats including creosote bush scrub, desert scrub, and grasslands containing uncompressed soils and sparse to moderate vegetation cover.	Moderate. Suitable desert scrub habitat and soils present on site.

Species	Status	Habitat Description	Potential to Occur
western mastiff bat (*Eumops perotis californicus*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: NC	Chaparral, live oaks, and arid, rocky regions. Requires downward opening crevices to roost. Foraging habitats include desert washes, flood plains, chaparral, oak woodlands, grasslands, and agricultural fields.	Moderate. No suitable roosting habitat present on site; however, suitable desert wash foraging habitat present.
western yellow bat (*Lasiurus xanthinus*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	A range of habitats in arid and dry areas. Inhabits secluded woodlands, agricultural lands, and sometimes even residential areas. In California, this species prefers to roost and forage in palms (both native palm oases and ornamental palms).	Low. No suitable palm habitat present on site.
BIRDS			
black-tailed gnatcatcher (*Polioptila melanura*)	ESA: -- CESA: -- USFWS: -- CDFW: WL CVMSHCP: NC	Semiarid and desert thorn scrub with creosote bush.	Present. This species was documented onsite and suitable desert scrub habitat is present throughout.
burrowing owl (*Athene cunicularia*) ‡	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	Found in grasslands and open scrub habitats from coasts to deserts. Strongly associated with ground squirrels (*Otospermophilus* spp., *Xerospermophilis* spp., etc.) and other fossorial mammal burrows.	High. Suitable open scrub habitat, soils, and fossorial mammals present on site. CNDDB records show historic occurrences onsite (Figure 3).
California horned lark (*Eremophila alpestris actia*)	ESA: -- CESA: -- USFWS: -- CDFW: WL CVMSHCP: NC	Sparsely vegetated prairies, deserts, and agricultural lands.	Moderate. Suitable desert habitat present on site.
Cooper's hawk (*Accipiter cooperii*) †	ESA: -- CESA: -- USFWS: -- CDFW: WL CVMSHCP: NC	A variety of habitats including riparian forests, interior valleys, and woodlands.	Low. Suitable breeding habitat not present on site.
Costa's hummingbird (*Calypte costae*) †	ESA: -- CESA: -- USFWS: BCC CDFW: -- CVMSHCP: NC	Habitats include deserts, desert washes, and hillsides within desert scrub, chaparral, coastal sage scrub, and various fringe habitats.	High. Suitable desert habitats present on site.
crissal thrasher (*Toxostoma crissale*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	In the Coachella Valley region, this species inhabits mesquite thickets containing catclaw acacia (*Acacia greggii*), desert ironwood (*Olneya tesota*), and arrowweed (*Pluchea sericea*).	Moderate. Suitable habitat (tamarisk thickets) present on site.

Species	Status	Habitat Description	Potential to Occur
ferruginous hawk (*Buteo regalis*) ±	ESA: -- CESA: -- USFWS: BCC CDFW: WL CVMSHCP: NC	Open habitats from grasslands to deserts. During winter, tend to aggregate where prey species, especially ground squirrels and prairie dogs, are abundant.	High. Suitable wintering habitat present on site.
Lawrence's goldfinch (*Spinus lawrencei*) †	ESA: -- CESA: -- USFWS: BCC CDFW: -- CVMSHCP: NC	Arid and open woodlands bordered by chaparral/scrub, annual weed fields, or aquatic features.	Low. No suitable woodland habitat present on site.
Le Conte's thrasher (*Toxostoma lecontei*)	ESA: -- CESA: -- USFWS: BCC CDFW: SSC CVMSHCP: C	Saltbush scrub, creosote bush scrub, and other lightly vegetated desert scrub. Permanent resident within California range.	High. Suitable desert scrub habitat present on site.
least Bell's vireo (*Vireo bellii pusillus*)	ESA: FE CESA: SE USFWS: -- CDFW: SSC CVMSHCP: C	Breeding habitat: riparian communities including Sonoran cottonwood-willow riparian forest, southern arroyo willow riparian forest, and southern sycamore-alder riparian woodland. Migration habitat: mesquite hummocks, desert dry wash woodland, desert saltbush scrub, desert sink scrub, mesquite bosque, and arrowweed scrub.	Low (breeding habitat). High (migration habitat). There is no suitable riparian breeding habitat on site or within the East Indio Hills Conservation Area. The site contains suitable migration habitat in the form of mesquite hummocks and desert dry wash woodland on site.
loggerhead shrike (*Lanius ludovicianus*) †	ESA: -- CESA: -- USFWS: BCC CDFW: SSC CVMSHCP: NC	Grassland, chaparral, desert, and desert edge scrub, particularly near dense vegetation used for nesting.	Present. This species was observed onsite and suitable foraging and breeding habitat (tamarisk thickets) are present on site.
merlin (*Falco columbarius*) ±	ESA: -- CESA: -- USFWS: -- CDFW: WL CVMSHCP: NC	Riparian habitats and coastal marshes. Uncommon to rare in southern California.	Low. Suitable wintering habitat not present on site.
northern harrier (*Circus hudsonius*) †	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: NC	A variety of open habitats including deserts, plains, agricultural fields, and estuaries.	Low. Although suitable foraging habitat present on site, suitable breeding habitat not present on site.
Oregon vesper sparrow (*Pooecetes gramineus affinis*) ±	ESA: -- CESA: -- USFWS: BCC CDFW: SSC CVMSHCP: NC	Winters on open, flat areas containing low grasslands or savannahs in southern California.	Low. Suitable habitat not present on site.

Species	Status	Habitat Description	Potential to Occur
peregrine falcon (*Falco peregrinus*) †	ESA: FDL CESA: SDL USFWS: BCC CDFW: FP CVMSHCP: NC	A variety of habitats. Most peregrine falcon will nest on open cliff faces, however, are also known to occupy water body fringes and human-built buildings and towers.	Low. Suitable habitat not present on site.
prairie falcon (*Falco mexicanus*) †	ESA: -- CESA: -- USFWS: BCC CDFW: WL CVMSHCP: NC	Desert shrubland and grasslands. Primarily forages in grassland habitats.	Low. Suitable desert shrubland occurs on site, however foraging habitat is sparse.
summer tanager (*Piranga rubra cooperi*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	Breeding habitat: riparian natural communities including Sonoran cottonwood-willow riparian forest, southern arroyo willow riparian forest, and southern sycamore-alder riparian woodland. Migration habitat: mesquite hummocks, desert dry wash woodland, desert saltbush scrub, desert sink scrub, mesquite bosque coastal and valley freshwater marsh, and arrowweed scrub.	Low (breeding habitat). High (migration habitat). There is no suitable riparian breeding habitat on site or within the East Indio Hills Conservation Area. The site contains suitable migration habitat in the form of mesquite hummocks, and desert dry wash woodland on site.
vermilion flycatcher (*Pyrocephalus rubinus*) †	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: NC	Deserts, scrub, agricultural fields, parks, golf courses, and riparian woodlands, often near water.	Moderate. Suitable breeding habitat (tamarisk thickets) present on site.
white-tailed kite (*Elanus leucurus*) †	ESA: -- CESA: -- USFWS: -- CDFW: FP CVMSHCP: NC	Low elevation grasslands, agricultural fields, wetlands/marshes, oak woodlands, savannahs, and riparian habitats bordering open areas.	Low. No suitable habitat occurs on site.
yellow-breasted chat (*Icteria virens*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	Breeding habitat: riparian communities including Sonoran cottonwood-willow riparian forest, southern arroyo willow riparian forest, southern sycamore-alder riparian woodland. Migration habitat: mesquite hummocks, desert dry wash woodland, desert saltbush scrub, desert sink scrub, mesquite bosque coastal and valley freshwater marsh, arrowweed scrub.	Low (breeding habitat). High (migration habitat). There is no suitable riparian breeding habitat on site or within the East Indio Hills Conservation Area. The site contains suitable migration habitat in the form of mesquite hummocks, and desert dry wash woodland on site.
yellow warbler (*Setophaga petechia*) †	ESA: -- CESA: -- USFWS: -- USFWS: BCC CDFW: SSC CVMSHCP: C	Variety of riparian habitats and occasionally disturbed habitats bordering riparian areas.	Low. No suitable riparian habitat occurs on site.

Species	Status	Habitat Description	Potential to Occur
REPTILES/AMPHIBIANS			
Coachella Valley fringe-toed lizard (*Uma inornata*)	ESA: FT CESA: SE USFWS: -- CDFW: -- CVMSHCP: C	Fine, windblown sand and dune habitat with widely spaced desert shrubs; known only from the Coachella Valley.	Low. Although historically recorded in proximity of site, suitable aeolian transported sand and dune habitat not present on site.
desert tortoise (*Gopherus agassizii*)	ESA: FT CESA: ST USFWS: -- CDFW: -- CVMSHCP: C	Burrows in firm sandy or gravelly soils along creosote bush flats, riverbanks, washes, dunes, alluvial fans, hillsides, and canyons, often containing rocky areas.	Moderate. Suitable habitat and soils present on site.
flat-tailed horned lizard (*Phrynosoma mcallii*)	ESA: -- CESA: -- USFWS: -- CDFW: SSC CVMSHCP: C	Fine sand in desert washes and flats with vegetative cover and prey species (ants), generally below 600 feet elevation in Riverside, San Diego, and Imperial Counties.	Moderate. Suitable desert washes and flats are present on site and this species is known from the East Indio Hills Conservation Area

California Rare Plant Rank (CRPR) Definitions		
California Rare Plant Rank (CRPR)	1A	presumed extirpated in California and rare or extinct elsewhere
	1B	rare, threatened, or endangered in California and elsewhere
	2A	presumed extirpated in California but more common elsewhere
	2B	rare, threatened, or endangered in California but more common elsewhere
	3	plants for which more information needed
	4	plants of limited distribution
CRPR Threat Ranks	0.1	Seriously threatened in California (over 80% of occurrences threatened/high degree and immediacy of threat)
	0.2	Moderately threatened in California (20-80% occurrences threatened/moderate degree and immediacy of threat)
	0.3	Not very threatened in California (<20% of occurrences threatened/low degree and immediacy of threat or no current threats known)
Endangered Species Act (ESA)		
FE: Endangered Species Act (ESA) Federally Endangered Species FT: Endangered Species Act (ESA) Federally Threatened Species FDL: Endangered Species Act (ESA) Federally Delisted Species		
California Endangered Species Act (CESA)		
SE: California Endangered Species Act (CESA) State Endangered Species ST: California Endangered Species Act (CESA) State Threatened Species SDL: California Endangered Species Act (CESA) State Delisted Species		
United States Fish and Wildlife Service (USFWS)		
BCC: United States Fish and Wildlife Service (USFWS) Birds of Conservation Concern		
California Department of Fish and Wildlife (CDFW)		
FP: California Department of Fish and Wildlife (CDFW) Fully Protected Species SSC: California Department of Fish and Wildlife (CDFW) Species of Special Concern WL: California Department of Fish and Wildlife (CDFW) Watch List Species		

Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)
C: Species Covered Under Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) NC: Species Not Covered Under Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)
Bird Nesting Status
†: Nesting ±: Wintering ‡: Nesting and Wintering

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Appendix E Delineation of State and Federal Jurisdictional Waters

ROCKS
BIOLOGICAL CONSULTING

KPC COACHELLA PROJECT
JURISDICTIONAL DELINEATION REPORT

Riverside County, California

December 6, 2019

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1 INTRODUCTION

Rocks Biological Consulting (RBC) conducted a formal jurisdictional delineation for the KPC Coachella Project (project) to identify areas that may be considered jurisdictional under the U.S. Army Corps of Engineers (Corps) pursuant to Section 404 of the Clean Water Act; the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Act; and streambed and riparian habitats under California Department of Fish and Wildlife (CDFW) pursuant to California Fish and Game Code (§1602). This information is necessary to evaluate estimated jurisdictional impacts and permit requirements associated with the project, can be used by the agencies to assess project conformance with state and federal regulations, and serves as a request for the Corps to complete an Approved Jurisdictional Determination (AJD) based on the information provided in this report. Furthermore, Appendix A provides a checklist of the information contained in this report in compliance with the Corps Los Angeles District's *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports* (Corps 2017b).

1.1 PROJECT LOCATION

The project site for the proposed project is located along the western foothills of the Little San Bernardino Mountains immediately north of Interstate 10 (I-10) and east of Coachella Canal Road within the City of Coachella and an unincorporated area of Riverside County, California (Figure 1). The Coachella Canal runs north to south through the westernmost portion of the project site. State Route 86 is located approximately two miles west of the project site.

The latitude and longitude of the approximate center of the site is 33.711629, -116.108462. The project site sits on Township 5 South, Range 8 East, Sections 24, 25, 26, 27, and 28 and Township 5 South, Range 9 East, Section 30 within the Thermal Canyon and Indio 7.5-minute quadrangles, as mapped by the U.S. Geological Survey (USGS; Figure 2).

1.2 PROJECT DESCRIPTION

The proposed project consists of a Specific Plan for a new master planned community located at the eastern entrance to the City of Coachella. The 2,800-acre project site will provide a mixture of land uses intended to create a cohesive entrance to the City of Coachella, with unique residential components that will be compatible with the surrounding existing and planned neighboring areas. The proposed project will provide additional commercial, residential, educational, employment, and recreational opportunities for residents and visitors within the City of Coachella, including a hotel and casino.

1.3 REGULATORY BACKGROUND

Several regulations have been established by federal, state, and local agencies to protect and conserve aquatic resources. The descriptions below provide a brief overview of agency regulations that may be applicable to the project. Regulatory agencies make the final determination of whether a project requires authorization pursuant to these regulations.

1.3.1 APPLICABLE AQUATIC RESOURCE PROTECTION REGULATIONS

Clean Water Act

Pursuant to Section 404 of the Clean Water Act (33 U.S. Code [USC] § 1251 et seq.; CWA), the Corps is authorized to regulate any activity that would result in the discharge of dredged or fill material into waters of the U.S. (including wetlands), which include those waters listed in 33 Code of Federal Regulations (CFR) 328.3 (as amended at 80 Federal Register [FR] 37104, June 29, 2015; also referred to as the 2015 Clean Water Rule). The Corps, with oversight from the U.S. Environmental Protection Agency (USEPA), has the principal authority to issue CWA Section 404 permits. The Corps would require a Standard Individual Permit (SIP) for more than minimal impacts to waters of the U.S. as determined by the Corps. Projects with minimal individual and cumulative adverse effects on the environment may meet the conditions of an existing Nationwide Permit (NWP).

Under the 2015 Clean Water Rule applicable on the date of this report, the Corps defines waters of the U.S. as follows:

a. [T]he term "waters of the United States" means:

    1) All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;

    2) All interstate waters, including interstate wetlands;

    3) The territorial seas;

    4) All impoundments of waters otherwise identified as waters of the United States under this section;

    5) All tributaries, as defined in paragraph (c)(3) of this section, of waters identified in paragraphs (a)(1) through (3) of this section; and

    6) All waters adjacent to a water identified in paragraphs (a)(1) through (5) of this section, including wetlands, ponds, lakes, oxbows, impoundments, and similar waters.

Additionally, under the 2015 Clean Water Rule, waters of the U.S. also include all waters noted in 33 CFR 328.3 (a)(7) (i.e., prairie potholes, Carolina bays and Delmarva bays, pocosins, western vernal pools, and Texas coastal prairie wetlands) and all waters noted in 33 CFR 328.3 (a)(8) (i.e., "waters located within the 100-year floodplain" of a water identified in 33 CFR 328.3 (a)(1) through (3) and all waters "within 4,000 feet of the high tide line or OHWM" of a water identified in 33 CFR 328.3 (a)(1) through (5)) where they are determined to have a significant nexus to a water identified above in 33 CFR 328.3 (a)(1) through (a)(3).

A repeal of the 2015 Clean Water Rule was published on October 22, 2019. As a result, the following definition of waters of the U.S., per pre-2015 regulations, is anticipated to go into effect on December 23, 2019 per 33 CFR 328.3 (51 FR 41217; 53 FR 20764).

a. The term waters of the United States means:

1) All waters which are currently used, or were used in the past or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
2) All interstate waters including interstate wetlands;
3) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce including any such waters:
    i. Which are or could be used by interstate or foreign travelers for recreational or other purposes; or
    ii. From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
    iii. Which are used or could be used for industrial purpose by industries in interstate commerce;
4) All impoundments of waters otherwise defined as waters of the United States under the definition;
5) Tributaries of waters identified in paragraphs (a)(1) through (4) of this section;
6) The territorial seas;
7) Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a)(1) through (6) of this section.

The pre-2015 definition of waters of the U.S. was further defined by two Supreme Court cases, namely the 2001 Solid Waste Agency of Northern Cook County decision (Solid Waste Agency of Northern Cook County [SWANCC] v. U.S. Army Corps of Engineers et al., 2001) and the 2006 Rapanos decisions (Rapanos v. United States, 2006).

A water quality certification or waiver pursuant to Section 401 of the CWA is required for all Section 404 permitted actions. The RWQCB, a division of the State Water Resources Control Board, provides oversight of the 401-certification process in California. The RWQCB is required to provide “certification that there is reasonable assurance that an activity that may result in the discharge to waters of the United States will not violate water quality standards.” Water Quality Certification must be based on the finding that proposed discharge will comply with applicable water quality standards.

The National Pollutant Discharge Elimination System (NPDES) is the permitting program for discharge of pollutants into surface waters of the U.S. under Section 402 of the CWA.

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) provides for statewide coordination of water quality regulations. The State Water Resources Control Board was established as the statewide authority and nine separate RWQCBs were developed to oversee water quality on a day-to-day basis. The RWQCB is the primary agency responsible for protecting water quality in California. As discussed above, the RWQCB regulates discharges to

surface waters under the federal CWA. In addition, the RWQCB is responsible for administering the Porter-Cologne Water Quality Control Act.

Pursuant to the Porter-Cologne Water Quality Control Act, the state is given authority to regulate waters of the state, which are defined as any surface water or groundwater, including saline waters. As such, any person proposing to discharge waste into a water body that could affect its water quality must first file a Report of Waste Discharge if Section 404 is not required for the activity. “Waste” is partially defined as any waste substance associated with human habitation, including fill material discharged into water bodies.

California Fish and Game Code Section 1600-1602

Pursuant to Division 2, Chapter 6, Section 1602 of the California Fish and Game Code (CFGC), CDFW regulates all diversions, obstructions, or changes to the natural flow or bed, channel or bank of any river, stream or lake that supports fish or wildlife. A Notification of Lake or Streambed Alteration must be submitted to CDFW for “any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake.” CDFW has jurisdiction over riparian habitats associated with watercourses and wetland habitats supported by a river, lake, or stream. Jurisdictional waters are delineated by the outer edge of riparian vegetation (i.e., drip line) or at the top of the bank of streams or lakes, whichever is wider. CDFW jurisdiction does not include tidal areas or isolated resources. CDFW reviews the proposed actions and, if necessary, submits (to the applicant) a proposal that includes measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by CDFW and applicant is the Lake or Streambed Alteration Agreement.

1.4 CONTACT INFORMATION

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Agency access to the project site can be coordinated with the applicant and/or agent upon request.

2 METHODS

Prior to the on-site delineation, field maps were created using a Geographic Information System (GIS) and a color aerial photograph at a 1:400 scale. RBC staff also reviewed U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) and topography data (Figure 2) and U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) data (Figure 4) to further determine the potential locations of jurisdictional aquatic resources. Google Earth was also utilized to assess current and historic presence or absence of flow in the project area.

RBC regulatory specialists Shanti Santulli, Emily Trevino, and Sarah Krejca conducted the jurisdictional delineation field visit from May 7, 2019 to May 10, 2019. Shanti Santulli and Brenda Bennett conducted an additional jurisdictional delineation field visit from October 29, 2019 to October 30, 2019. Field survey conditions are shown below in Table 1.

Table 1. Field Survey Conditions

	Start				End			
Survey Date & Method	Time	Temp. (°F)	Cloud Cover (%)	Wind Speed (MPH)	Time	Temp. (°F)	Cloud Cover (%)	Wind Speed (MPH)
May 7, 2019 On foot; from vehicle	1200	89	5	5-10	1515	85	2	7-14
May 8, 2019 On foot; from vehicle	0630	64	0	15-20	1245	85	0	4-8
May 9, 2019 On foot; from vehicle	0630	66	5 (hazy)	0-1	1230	85	0	3-5
May 10, 2019 On foot; from vehicle	0645	68	90	1-5	0805	70	100	1-5
October 29, 2019 On foot; from vehicle	0930	58	0	3-4	1430	68	0	2-3
October 30, 2019 On foot; from vehicle	0830	54	0	1-2	1230	67	0	3-4

The project survey area included the proposed project area with a 100-foot buffer for a total of approximately 2,970 acres. Field staff utilized modeled hydrology data/figures for the project survey area provided by the project hydrologist, Q3 Consulting, to assist in focusing the field effort within the large project survey area (Appendix B). Areas with depressions, drainage patterns, and/or wetland vegetation within the project impact area were evaluated for potential jurisdictional status, with focus on the presence of defined channels and/or wetland vegetation, soils, and hydrology. Field staff examined potential Corps- and RWQCB-jurisdictional wetland areas using the routine determination methods set forth in Part IV, Section D, Subsection 2 of the Corps 1987 *Wetland Delineation Manual* (Wetland Manual) (Environmental Laboratory 1987) and the 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region Version 2.0* (Arid West Supplement) (Corps 2008a).

Areas that met the three parameters per the Arid West Supplement (i.e., hydrophytic vegetation, hydric soils, and wetland hydrology) were considered wetland waters of the U.S./State. RBC staff based wetland plant indicator status (i.e., Obligate [OBL], occurs 99+% in wetlands; Facultative Wetland [FACW], occurs 67-99% in wetlands; Facultative [FAC], occurs 34-66% in wetlands; Facultative Upland [FACU], occurs 1-33% in wetlands; Upland [UPL], occurs 99+% in uplands) on the *National Wetland Plant List* (NWPL; Corps 2016) and hydric soils indicators on *Field Indicators of Hydric Soils in the United States, Version 8.2* (NRCS 2018). Soil chromas were identified in the field according to *Munsell's Soil Color Charts* (Munsell Color 2015) and using protocols per the Arid West Supplement.

Note that in April 2019 the State Water Resources Control Board adopted the *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* (the Procedures) which will become effective on May 28, 2020, nine months after the Office of Administrative Law approved the Procedures on August 28, 2019. As detailed in the Procedures, the State Water Resources Control Board and RWQCBs (Water Boards) define a wetland as follows: “An area is wetland if, under normal circumstances, (1) the area has continuous or recurrent saturation of the upper substrate caused by groundwater, or shallow surface water, or both; (2) the duration of such saturation is sufficient to cause anaerobic conditions in the upper substrate; and (3) the area’s vegetation is dominated by hydrophytes or the area lacks vegetation.”

Although the Procedures are not yet applicable to this project, the Procedures provide that RWQCB shall rely on a wetland area delineation from a final aquatic resource report verified by the Corps to determine the extent of wetland waters of the State. If any potential wetland areas have not been delineated in a final aquatic resources report verified by the Corps, the limits of such potential wetland waters of the State shall be identified using the same wetland delineation methods per the Corps as described above, except that a lack of vegetation (i.e., less than 5 percent areal coverage of plants during the peak of the growing season) does not preclude an area from meeting the definition of a wetland waters of the State.

Lateral limits of potential non-wetland waters of the U.S./State for the Corps and RWQCB, respectively, were identified using field indicators of an ordinary high water mark (OHWM). An OHWM is defined in 33 CFR 329.11 as “that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank; shelving; changes in the character of the soil; destruction of terrestrial vegetation; the presence of litter or debris; or other appropriate means that consider the characteristics of the surrounding areas.” RBC staff used *A Field Guide to the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States* (OHWM Field Guide; Corps 2008b) to estimate the extent of an OHWM in the field. For each feature exhibiting the potential presence of an OHWM, RBC completed a 2010 Arid West Ephemeral and Intermittent Streams OHWM Datasheet following the guidance provided in the *Updated Datasheet for the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States* (OHWM Datasheet; Corps 2010). Per the 2010 OHWM Datasheet, common indicators of an OHWM include a break in slope (i.e., abrupt cut in bank slope created by hydrogeomorphic processes across the landscape), changes in average sediment texture between floodplain units (i.e., low-flow, active floodplain, low terrace), and changes in vegetation species and/or cover between floodplain units.

CDFW potential jurisdictional boundaries were determined based on the presence of streambed and associated riparian habitat and/or wetland areas. Streambeds considered within CDFW jurisdiction were delineated based on the definition of streambed as "a body of water that flows at least periodically or intermittently through a bed or channel having banks and supporting fish or other aquatic life. This includes watercourses having a surface or subsurface flow that supports riparian vegetation" (Title 14, Section 1.72). Riparian habitat refers to vegetation and habitat associated with a stream. The CDFW jurisdictional habitat includes all riparian shrub or tree canopy that may extend beyond the banks of a stream. Isolated riparian habitat (i.e., where riparian vegetation did not appear associated with an ephemeral wash) were not considered CDFW-jurisdictional. CDFW follows the USFWS wetland definition and classification system, which defines a wetland as transitional land between terrestrial and aquatic systems having one or more of the following attributes: “(1) at least periodically, the land supports predominantly hydrophytes; (2) the substrate is predominantly undrained hydric soil; and (3) the substrate is non-soil and is saturated with water or covered by shallow water at some time during the growing season of each year” (USFWS 1979). A wetland is presumed when all three attributes are present; if less than three attributes are present the presumption of a wetland must be supported by “the demonstrable use of wetland areas by wetland associated fish or wildlife resources, related biological activity, and wetland habitat values” (CFGC 1994).

Furthermore, to assist in assessing CDFW streambed limits in desert areas, RBC staff utilized the methods outlined in the *Mapping Episodic Stream Activity (MESA) Field Guide* (Vyverberg et al. 2013). The MESA Field Guide was developed to describe methodology for delineating episodic streams within the arid and semi-arid California desert regions. The MESA guidelines indicate streams extend beyond an OHWM and can consist of associated features such as low-flow, active, and braided channels and banks associated with islands, secondary channels, and streambed within the bounds of a larger channel complex defined as the “watercourse” (Vyverberg et al. 2013).

While in the field, potentially jurisdictional features were recorded using a hand-held Global Positioning System (GPS) unit with a level of accuracy ranging from four to 20 feet. RBC staff refined the data using aerial photographs and topo maps with two-foot contours to ensure accuracy. Plants were identified according to The Jepson Manual 2nd edition (Baldwin et al. 2012). A plant list compiled by RBC biologists during the May 1, 2, 8, and 9, 2019 field surveys, with each plant’s wetland indicator status per the NWPL, is included as Appendix C. RBC staff used the vegetation community classifications mapped by RBC biologists during the May 1, 2, 8, and 9, 2019 field surveys. The vegetation community classifications follow Holland (1986) and nomenclature follows Jepson eFlora (Jepson Flora Project 2019).

All figures generated for this jurisdictional delineation report follow the Corps’ *Updated Map and Drawing Standards for the South Pacific Division Regulatory Program* (Corps 2016).

3 RESULTS

3.1 TOPOGRAPHY

The proposed project area consists of steep, hilly terrain associated with the Little San Bernardino foothills with interspersed, flatter alluvial fans and desert washes. Elevations within the project area range from 512 to 1,420 feet above mean sea level (Figure 2).

3.2 WATERSHED

The proposed project area is within the Whitewater River Hydrologic Unit Code [HUC] 8 (18100201), Middle Whitewater River HUC 10 (1810020107), and City of Indio – Whitewater River HUC 12 (181002010705) watersheds (Figure 3).

The Whitewater River watershed is approximately 4,500 square miles. The Whitewater River headwaters originate in the San Bernardino Mountains, and continue southeast to the Salton Sea and Sonoran Desert (Riverside County Watershed Protection [RCWP] 2018). The Middle Whitewater River HUC 10 encompasses approximately 177 square miles and the City of Indio – Whitewater River HUC 12 encompasses approximately 74 square miles.

3.3 HYDROLOGY

USGS NHD maps several "blue-line streams" within the project survey area, which are all ephemeral washes (Figure 2). USGS NHD also maps the Coachella Canal as a "green-line canal/ditch," along the western boundary of the project boundary. USFWS NWI maps several features with a designation of "Riverine" and two features with a designation of "Freshwater Forested/Shrub Wetland" within the project boundary and survey area (Figure 4). The two features designated as "Freshwater Forested/Shrub Wetland" appear to receive flows from a storm drain outfall (Figure 5).

The Coachella Canal, which is partially located on site, flows in the northwesterly direction, continuing into Lake Cahuilla, then the Whitewater River, which ultimately connects to the Salton Sea.

The known hydrologic sources for the other observed on-site aquatic features (i.e., ephemeral washes), discussed further below, are direct precipitation, including surface flows from the higher elevations, and from the agricultural operation runoff to the north of the western portion of the project survey area. Based on field observations, the ephemeral washes on site are topographically disconnected from and cannot connect to the Coachella Canal given the presence of a large 40- to 50-foot high levee along the north bank of the canal. On-site aquatic features generally flow in a southwesterly direction through the project survey area. Several on-site aquatic features are confined and/or redirected by several manmade berms, as shown on Figure 5. On-site ephemeral washes eventually flow toward the southern boundary of the property where they are directed under the I-10 through a number of culverts and undercrossings to the undeveloped property to the south. The La Entrada Specific Plan (La Entrada) is a master-planned residential community slated to occur on the undeveloped property to the south of the KPC Coachella property. Because any flows that leave the KPC Coachella property end up on the La Entrada site, RBC reviewed the *La Entrada Specific Plan, City of Coachella, California, Delineation of State and Federal Jurisdictional Waters* (La Entrada JDR; RBF Consulting 2013) for information regarding the hydrology in the area and downstream connectivity.

Based on the La Entrada JDR, flows from the La Entrada site are directed southwest to an evacuation outlet (i.e., culvert) under the Coachella Canal which serves as the only flood-conveyance facility for flows that continue south/downstream. After travelling through the evacuation outlet, flows are conveyed through Wasteway Channel No. 2 for approximately 2.2 miles before discharging into the Whitewater River. Based on hydrologic studies (conducted by the same project hydrologists for both the La Entrada site and the KPC Coachella property), it

would take nearly a 50-year storm event for waters to flow from the La Entrada site through the evacuation outlet (RBF Consulting 2013). Since the on-site features that flow under the I-10 from the KPC Coachella property are upstream and discharge onto the La Entrada site, Q3 Consulting determined that a similar assumption can be made for the KPC Coachella property. That is, the KPC Coachella Project will not change the analyzed hydrologic condition per the La Entrada JDR; therefore, flows from the KPC Coachella property would not discharge to the Whitewater River during a storm event below the 50-year annual return frequency (John McCarthy [Q3 Consulting], personal communication, June 14, 2019). Section 3.8 provides additional information regarding downstream connectivity of the on-site ephemeral washes.

RBC utilized the Natural Resources Conservation Service (NRCS) Agricultural Applied Climate Information System (AgACIS) database for the Indio Fire Station, California National Weather Service (NWS) station in Riverside County to access precipitation and Wetlands (WETS) Climate Tables data. WETS tables are utilized to define the range of normal precipitation and growing season for NWS stations. WETS tables define the “normal” range at the 30th and 70th percentile of all the data in the precipitation record for that station. RBC requested data for the past 30 years (1988-2019) to provide the pertinent pre-site visit precipitation data. Appendix D and Table 2 utilize the Indio Fire Station, California station due to its comprehensive historical data and proximity to the project site (i.e., approximately 3 miles northwest).

Riverside County is characterized by hot, dry summers and mild, relatively wet winters. The Indio Fire Station, California NWS station lists the highest averaged daily maximum temperature over the past 30 years as 106.9^{o}F for the month of July and the lowest averaged daily minimum temperature over the past 30 years as 44.2^{o}F for the month of December (NRCS 2019). The NRCS does not calculate a growing season length for this station since insufficient data is available for the 30-year period.

Table 2 describes the estimated monthly total precipitation for the proposed project area from November 2018 to October 2019 to provide the pertinent pre-site visit precipitation data from the NRCS AgACIS database for the Indio Fire Station, California NWS station.

Table 2. Precipitation Data for November 2018 to October 2019

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Monthly Total Precip. (inch[es])	0.00	0.43	0.55	1.35	0.16	0.00	0.00	0.00	0.02	0.00	0.22	0.00

*Per AgACIS database: “Values of 'M' indicate missing data.”

Appendix D and Table 2 indicate that the field survey dates of May 7 to 10, 2019 and October 29 to 30, 2019 occurred after a year of less than normal precipitation for 2018. The field survey dates of May 7 to 10, 2019 occurred after a higher than normal precipitation period for the months of February and March 2019 and a normal precipitation period for the month of April 2019. The field survey dates of October 29 to 30, 2019 occurred after a normal precipitation period for the months of July and August 2019 and a higher than normal precipitation period for the month of September 2019.

3.4 SOILS

The NRCS Web Soil Survey does not provide soils data for the eastern portion of the project area. Based on the NRCS map of the portion of the project area for which soils data is available (Figure 4), the following soils occur within the project site boundary and are described below per the USDA's Official Soil Series Description and Series Classification database (NRCS n.d. a) and the Soil Survey of Riverside County, California, Coachella Valley Area (USDA 1980):

Badland – Badland consists of very steep, excessively drained, severely eroded areas broken by numerous deeply entrenched channels and steep side drainages with raw bands or freshly exposed material. Badland is composed of slightly consolidated sandy alluvium capped with a very thin mantle of loose sand and is primarily used for watershed, wildlife habitat, and recreation. The NRCS does not list Badland, which occurs on site, as hydric.

Borrow pits – Borrow pits result from the removal of soil and underlying material. The NRCS lists Borrow pits, which occurs on site, as hydric under Criteria 3, meaning this soil map unit contains "components that are frequently ponded for long duration or very long duration during the growing season that: a) Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or b) Show evidence that the soil meets the definition of a hydric soil" (NRCS n.d. b).

Carrizo stony sand, 2 to 9 percent slopes – The Carrizo series consists of very deep, excessively drained soils formed in mixed igneous alluvium. These soils are found primarily on numerous landforms on flood plains, fan piedmonts, and bolson floors in the Mojave Desert of southeastern California, western Arizona, and southern Nevada. These soils are primarily used for rangeland, recreation, and wildlife habitat. The NRCS does not list Carrizo stony sand, 2 to 9 percent slopes, which occurs within the 50-foot buffer and possibly occurs within the eastern portion of the project site, as hydric.

Carsitas gravelly sand, 0 to 9 percent slopes – The Carsitas series consists of very deep, somewhat excessively drained soils formed in alluvium from granitoid and/or gneissic rocks. These soils are found primarily on alluvial fans, fan aprons, valley fills, and dissected remnants of alluvial fans and in drainageways in the Colorado Desert of southeastern California. These soils are primarily used for watershed, wildlife habitat, and recreation. The NRCS lists Carsitas gravelly sand, 0 to 9 percent slopes, which occurs on site, as hydric under Criteria 4, meaning this soil map unit contains "components that are frequently ponded for long duration or very long duration during the growing season that: a) Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or b) Show evidence that the soil meets the definition of a hydric soil" (NRCS n.d. b).

Carsitas cobbly sand, 2 to 9 percent slopes – The Carsitas series consists of very deep, somewhat excessively drained soils formed in alluvium from granitoid and/or gneissic rocks. These soils are found primarily on alluvial fans, fan aprons, valley fills, and dissected remnants of alluvial fans and in drainageways in the Colorado Desert of southeastern California. These soils are primarily used for watershed, wildlife habitat, and recreation. The NRCS lists Carsitas cobbly sand, 2 to 9 percent slopes, which occurs on site, as hydric under Criteria 4, meaning this soil map unit contains "components that are frequently ponded for long duration or very long duration during the growing season that: a) Based on the range of characteristics for the soil

series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or b) Show evidence that the soil meets the definition of a hydric soil" (NRCS n.d. b).

Chuckawalla very gravelly sandy clay loam, 2 to 5 percent slopes – The Chuckawalla series consists of very deep, well drained soils formed in stratified mixed alluvium. These soils are found primarily on fan terraces in low desert areas of southern California and southwestern Arizona, and used for recreation and watershed. The NRCS does not list Chuckawalla very gravelly sandy clay loam, 2 to 5 percent slopes, which occurs on site, as hydric.

Myoma fine sand, 0 to 5 percent slopes – The Myoma series consists of moderately alkaline fine and very fine sands to a depth of about 31 inches, below 31 inches they are strongly alkaline very fine sands. These soils are found in southern California and primarily used for growing citrus fruits, grapes, alfalfa, dates, and truck crops under irrigation. The NRCS lists Myoma fine sand, 0 to 5 percent slopes, which occurs on site, as hydric under Criteria 4, meaning this soil map unit contains "components that are frequently ponded for long duration or very long duration during the growing season that: a) Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or b) Show evidence that the soil meets the definition of a hydric soil" (NRCS n.d. b).

As stated in the Arid West Supplement, RBC used the hydric soils list as a tool and made final hydric soils determinations based on field-collected data at representative wetland delineation sample points deemed appropriate on site as recorded on the attached Arid West Wetland Delineation Forms (Appendix E) discussed further below.

3.5 VEGETATION

Based on field surveys conducted by RBC biologists on April 13 and May 1, 2, 8, and 9, 2019, the following vegetation communities occur within the project survey area.

Agricultural Land – Agricultural land within the project survey area (3.84 acres) is under current cultivation. Agricultural areas are both disturbed and irrigated and provide little habitat for native plant and wildlife species. Agicultural land occurs in the western portion of the project survey area.

Desert Wash Scrub/Sonoran Creosote Bush Scrub – An intermixing of two vegetation types; desert wash scrub and Sonoran creosote bush scrub occurs across large areas of the project survey area most often within, but not limited to, the numerous ephemeral washes on site. These washes contain a mix of species associated with both vegetation types including desert-lavender (*Condea emoryi*), smoke tree (*Psorothamnus spinosus*), indigo bush (*Psorothamnus schottii*), desert bird-of-paradise (*Hoffmannseggia microphylla*), rush sweet-bush (*Bebbia juncea* var. *aspera*), catclaw acacia (*Senegalia greggii*), and occasional blue palo verde (*Parkinsonia florida*), as well as creosote bush (*Larrea tridentata*) and white bursage (*Ambrosia dumosa*).

Disturbed Habitat – Disturbed habitat within the project survey area (39.99 acres) consists primarily of bare soils and non-native species that are a result of human disturbance. Disturbed lands have been graded, cleared, or used to the point where the land cannot support native vegetation. Disturbed areas occur mostly in the western portion of the project survey area adjacent to agricultural land.

Mesquite Hummocks – Mesquite hummocks (1.28 acres) occur only on the western portion of the project survey area within the Coachella Valley Multiple Species Habitat Conservation Plan's (CVMSHCP) East Indio Hills Conservation Area. Mesquite hummocks consist solely of mesquite (*Prosopis glandulosa* var. *glandulosa*) on a raised hummock of blown sand. This habitat is important for wildlife and has a stabilizing effect on sand dunes.

Sonoran Creosote Bush Scrub – Sonoran creosote bush scrub (1,955.75) is the dominant habitat type within the project survey area. This community occurs on upland slopes, hills, bajadas, and alluvial fans, and within the ephemeral washes on site. Sonoran creosote bush scrub is dominated by widely-spaced stands of creosote bush with open soil, annual plants, and other shrubs occurring between creosote bush shrubs. Other common shrubs within this community include white bursage, brittlebush (*Encelia farinose*), and desert-holly (*Atriplex hymenelytra*). Observation of short-lived annual plant species was limited due to the timing of the field survey.

Tamarisk Scrub – Tamarisk scrub within the project survey area (1.10 acres) primarily consists of dense tamarisk (*Tamarix ramosissima*) shrubs. Tamarisk scrub typically occurs on sandy or gravelly soils within or in close proximity to washes or streams and often follows major anthropogenic disturbance. Tamarisk scrub occurs on the western portion of the project survey area in areas disturbed by both agriculture and construction of a water tower.

Table 3 provides vegetation community acreages within the project survey area (Figure 6).

Table 3. Vegetation Communities within Project Survey Area

Vegetation Community	Project Survey Area (acres)
Agricultural Land	3.84
Desert Wash Scrub/Sonoran Creosote Bush Scrub	968.45
Disturbed Habitat	39.99
Mesquite Hummocks	1.28
Sonoran Creosote Bush Scrub	1,955.75
Tamarisk Scrub	1.10
Total	2,970.40

3.6 FEATURES OBSERVED

The project survey area consists of hilly desert land with many braided dry, sandy washes. The western portion of the project survey area also includes one earthen levee and five earthen berms which confine or redirect flows throughout the project survey area, as shown on Figure 5. As further supported by the aerial imagery analysis provided in Appendix F, the western portion of the project survey area was heavily manipulated between 1940 and 1953 with the construction of the Coachella Canal, an adjacent earthen levee, and several earthen berms to obstruct or redirect flows. The locations of the earthen berms changed throughout the years, with the present-day locations first appearing in 2002 aerials (Appendix F).

Estimated jurisdictional features observed within the project survey area during the formal jurisdictional delineation field effort, further discussed in Section 3.7, include Feature (F) 1 to F16

(which includes F1 – Disturbed Ephemeral Drainage Area, F1 – Tamarisk Scrub/Ephemeral Drainage, F1 – Tamarisk Scrub, and F13 – Tamarisk Scrub in this report unless otherwise specified) and the Coachella Canal (Figure 5, 5A-5J). Each named/numbered feature represents a separate watercourse, and as such, includes all functionally related and connected single-thread channels, compound channels, braided channels, and floodplains. Features that may connect outside of the project survey boundary were not deemed to be functionally related or connected for purposes of naming each on-site feature. Some on-site delineated features may not be jurisdictional by an agency or agencies as detailed in Section 3.8.

RBC investigated two wetland sample points to determine the presence or absence of federally jurisdictional wetlands (Figure 5, 5A-5J; Appendix E) in areas displaying potential wetland landscape position (e.g., minimal slope and/or depressional) and hydrology (e.g., surface soil cracks). RBC also completed five OHWM Datasheets at representative sample points in areas observed to have defined drainage patterns in the project survey area since there were multiple dry washes (i.e., features) with similar hydrology/OHWM characteristics in the project survey area (Figure 5, 5A-5J; Appendix E). Note that RBC is able to provide the Figure 5 series, which shows the estimated jurisdictional resources on site, at a smaller scale, if requested by the resource agencies.

Wetland Sample Point (WSP 1) was taken within the relatively flat F1 – Disturbed Ephemeral Drainage Area in an area primarily dominated by nettle-leaf goosefoot (*Chenopodium murale*; FACU) blue palo verde (Not Listed [NL]/UPL), and London rocket (*Sisymbrium irio*; NL/UPL). WSP 1 met the wetland hydrology parameter based on the presence of surface soil cracks; the hydrophytic vegetation and hydric soils parameters, however, were not met (Appendix E). Note that there was also evidence of recent surface manipulation within this area due to the presence of large tire tracks; therefore, the vegetation and top soil layer appeared disturbed.

WSP 2 was taken within F1 – Tamarisk Scrub/Ephemeral Drainage in an area that was primarily dominated by tamarisk/salt cedar (*Tamarix* sp.). The *Tamarix* sp. was likely *Tamarix ramosissima* (NL/UPL), but is understood to hybridize and function similarly to *Tamarix chinensis* (FAC). Assuming *Tamarix chinensis* as the dominant vegetation, WSP 2 met the hydrophytic vegetation parameter; the wetland hydrology and hydric soils parameters, however, were not met (Appendix E).

RBC determined the presence of an OHWM and bed and bank in the following representative locations within the project survey area: three locations within F8 (OHWM 1, 3, and 4), one location within F1 (OHWM 2), and one location within F3 (OHWM 5). OHWM 2 and 4 were taken as representative OHWM data points for the large watercourses (i.e., F4, F8, and F16); OHWM 1, 3, and 5 were taken as representative OHWM data points for the smaller watercourses and tributaries (i.e., F1 - F3, F5 - F7, and F9 - F15).

Table G-1 within Appendix G provides a summary of the existing characteristics of each of the observed on-site aquatic resources, F1 to F16 and the Coachella Canal. Overall, the watercourses observed on site consisted of generally unvegetated, dry, braided low-flow channels within sparsely vegetated active floodplains, which transitioned to low terraces generally dominated by creosote bush (NL/UPL), or pebble pincushion (*Chaenactis carphoclinia* var. *carphoclinia*; NL/UPL). Sediment was generally finer in the low-flow channels than within the active floodplains. The features varied in width from 3 to 1,650 feet (Appendix G, Table G-1). RBC utilized on-site field observations and a kmz file of the GIS limits of the jurisdictional

delineation site visit to define estimated minimum and maximum feature limits on Google Earth imagery. Indicators of an OHWM for the observed features within the project survey area included a change in vegetation cover, vegetation species, and sediment texture between the active floodplain and upland areas as well as a small break in slope along the active channel (Appendix E, OHWM 1-5). The extent of the mapped OHWM also matched the delineated bed and bank of each feature (Figure 5). Please note that some of the islands located within a delineated feature were CDFW-jurisdictional areas that would not have been included within the OHWM per the OHWM Field Guide; however, calling out CDFW-jurisdictional islands between the delineated washes would have taken a substantial effort so RBC included these CDFW-jurisdictional islands as part of the OHWM.

Note that F1 – Disturbed Ephemeral Drainage Area is located within the CVMSHCP's East Indio Hills Conservation Area, which is part of the watershed for mesquite hummocks. This area also has a general plan land use designation of Open Space and will be preserved as open space with project implementation.

Appendix H provides site photographs of the features and Figure 7 displays representative photo points.

3.7 JURISDICTIONAL RESOURCES AND ANALYSES

The Coachella Canal would be considered a Corps-jurisdictional, non-wetland waters of the U.S. as a tributary (i.e., 33 CFR 328.3(a)(5)) to the Whitewater River and ultimately the Salton Sea. However, all other on-site features would not be considered Corps-jurisdictional as detailed in Section 3.8 below.

The Coachella Canal and F1 to F16 (excluding F1 – Tamarisk Scrub and F13 – Tamarisk Scrub) would be considered non-wetland waters of the State/surface waters per the RWQCB. RBC also expects the Coachella Canal and F1 to F16 would be considered CDFW streambed, associated riparian habitat, and/or watercourse as defined by the MESA Guidelines. Generally, areas deemed as jurisdictional by the RWQCB and CDFW consisted of watercourses comprised of ephemeral desert wash.

Table 4, below, provides the total acreages of estimated jurisdictional resources. Tables I-1, I-2, and I-3 in Appendix I provide additional information regarding the Coachella Canal and F1 through F16 including acreages, linear feet, and dominant vegetation. None of the features within the project survey area met the three parameters per the Arid West Supplement; therefore, no Corps-/RWQCB-jurisdictional wetlands occur within the project survey area.

Although WSP 1 taken within F1 – Disturbed Ephemeral Drainage did meet the wetland hydrology parameter based on the presence of surface soil cracks, the area does not support any wetland associated fish or wildlife resources, related biological activity, or wetland habitat values. Similarly, although WSP 2 taken within F1 – Tamarisk Scrub/Ephemeral Drainage did meet the hydrophytic vegetation parameter, based on the assumption that the *Tamarix ramosissima*, an NL/UPL species, was functioning similar to *Tamarix chinensis*, a FAC species, the area does not support any wetland associated fish or wildlife resources, related biological activity, or wetland habitat values. Further, none of the other features within the project survey area exhibited any of the three wetland parameters. Therefore, RBC expects that none of the features within the project survey area would be considered jurisidictional wetlands per CDFW.

As estimated overall, the project survey area supports 2.72 acres (2,957 linear feet) of Corps-jurisdictional, non-wetland waters of the U.S.; 637.37 acres (282,372 linear feet) of RWQCB-jurisdictional, non-wetland waters of the State; and 637.57 acres (282,372 linear feet) of CDFW-jurisdictional, non-wetland streambed, associated riparian habitat, and/or watercourse as summarized in Table 4 below. Appendix I, Tables I-1, I-2, and I-3, provide details on the delineated on-site features per agency jurisdiction.

Table 4. Jurisdictional Resources within Project Survey Area*

Agency	Resource Type	Total Acreage	Total Linear Feet
Corps	Non-wetland waters of the U.S.	2.72	2,957
RWQCB	Non-wetland waters of the U.S./State	637.37	282,372
CDFW	Streambed (Bank)	637.37	282,372
	Riparian Vegetation	0.20	n/a

*Appendix I provides detailed information regarding the delineated on-site features per agency jurisdiction.

Section 3.8 provides details on why F1 to are not expected to be considered jurisdictional by the Corps.

3.8 NON-JURISDICTIONAL RESOURCES AND ANALYSES

RBC anticipates this report will be submitted to the agencies after changes to the Corps' waters of the U.S. regulations go into effect on December 23, 2019 (i.e., pre-2015 regulations and guidance will apply instead of the current 2015 Clean Water Rule). Furthermore, a revised definition of waters of the U.S. is anticipated to be published as early as January 2020, but its effective date, if applicable, remains uncertain. Given the above, for purposes of this jurisdictional delineation report, the non-jurisdictional status of F1 to F16 is analyzed under the pre-2015 regulations and guidance that will be effective on December 23, 2019.

While potentially jurisidictional per CDFW and/or the RWQCB, F1 to F16 (including F1 – Disturbed Ephemeral Drainage Area, F1 – Tamarisk Scrub/Ephemeral Drainage, and riparian habitat areas F1 – Tamarisk Scrub and F13 – Tamarisk Scrub) located within the project survey area do not meet the Corps' definition of waters of the U.S. per pre-2015 regulations and guidance.F1 to F16 either terminate on site or ultimately flow to the southern boundary of the proposed project site where they are directed under the I-10 through a number of culverts and undercrossings to the undeveloped property to the south. In general, flows are isolated on this neighboring undeveloped property by the Coachella Canal.

Furthermore, as discussed above in Section 3.3 and based on hydrologic studies performed for the downstream La Entrada site and an AJD completed by the Corps in May 2018, flows from the La Entrada site are directed southwest to an evacuation outlet (i.e., culvert) under the Coachella Canal which serves as the only flood-conveyance facility for flows that continue south/downstream. After travelling through the evacuation outlet, flows are conveyed through Wasteway Channel No. 2 for approximately 2.2 miles before discharging into the Whitewater River. Runoff from the La Entrada site would not discharge through Wasteway Channel No. 2 to the Whitewater River for a storm event below the 50-year annual return frequency, which also

would apply to the ephemeral washes that flow from the KPC Coachella property onto the La Entrada site (John McCarthy [Q3 Consulting], personal communication, June 14, 2019). Flows that would reach the Whitewater River in at least a 50-year event would then travel approximately 13 miles before ultimately flowing into the Salton Sea. Given the above, flow events connecting the ephemeral washes on the KPC Coachella property to the Whitewater River are of such infrequent duration that they would only have a "speculative or insubstantial" effect on the "chemical, physical, or biological integrity" on the applicable traditionally navigable water (TNW), the Salton Sea.

Given the above rationale, F1 to F16 are not jurisdictional by the Corps as these ephemeral washes and riparian areas do not meet the criteria of jurisdictional waters per 33 CFR 328.3(a)(1) – (a)(7) (51 FR 41217; 53 FR 20764) and do not have significant nexus analysis to the nearest TNW, the Salton Sea. Table I-4 in Appendix I provides additional information regarding those features RBC expects the Corps would not deem jurisdictional.

Additionally, F1 – Tamarisk Scrub and F13 – Tamarisk Scrub are not jurisdictional by the RWQCB as these features are associated riparian habitat not considered non-wetland or wetland waters of the State/surface waters. Table I-5 in Appendix I provides additional information regarding those features RBC expects the RWQCB would not deem jurisdictional.

Appendix L includes the ORM Bulk Upload Aquatic Resources or Consolidated Excel spreadsheet.

4 CONCLUSION

Based on RBC's field and desktop analysis of the project survey area, RBC expects that the Coachella Canal would be considered a Corps-jurisdictional, non-wetland waters of the U.S. (Appendix I, Table I-1); an RWQCB-jurisditional, non-wetland waters of the State/surface waters (Appendix I, Table I-2); and a CDFW-jurisdictional, non-wetland streambed and/or watercourse (Appendix I, Table I-3).

F1 to F16 would not be considered jurisdictional by the Corps (Appendix I, Table I-4). F1 to F16 (excluding F1 – Tamarisk Scrub and F13 – Tamarisk Scrub) would be considered RWQCB-jurisdictional non-wetland waters of the State/surface waters (Appendix I, Table I-2), while F1 – Tamarisk Scrub and F13 – Tamarisk Scrub would not be considered jurisdictional by the RWQCB as these features are associated riparian habitat not considered non-wetland or wetland waters of the State/surface waters (Appendix I, Table I-5). F1 to F16 would be considered CDFW-jurisdictional, non-wetland streambed, associated riparian habitat, and/or watercourse (Appendix I, Table I-3).

Assuming the Corps finalizes the AJD and concludes that F1 to F16 are not jurisdictional, no Corps permitting would be required for the project assuming the proposed project will not impact the Coachella Canal. Impacts on jurisdictional features per other agencies (if deemed jurisdictional) would require Waste Discharge Requirements (WDR) from RWQCB and a Streambed Alteration Agreement (SAA) from CDFW. The RWQCB and/or CDFW may also require a functional assessment (e.g., California Rapid Assessment Method [CRAM]) to quantitatively estimate the stream condition for the evaluation of the proposed project. Additionally, compensatory mitigation would be required by the regulatory agencies to offset the proposed project impacts.

Please note that the applicable agencies will make final jurisdictional determinations. RBC recommends early coordination with the resource agencies to determine the final jurisdictional boundaries, applicable permitting processes, compensatory mitigation requirements, and other potential permitting issues specific to the proposed project. Agency representatives may request to access the site to field-verify the results of this jurisdictional delineation report with the project applicant, or a designated representative.

The information provided in this report should remain valid for up to five years from the date of the field effort for the jurisdictional delineation unless site conditions change substantially, or a regulatory agency requires an updated report.

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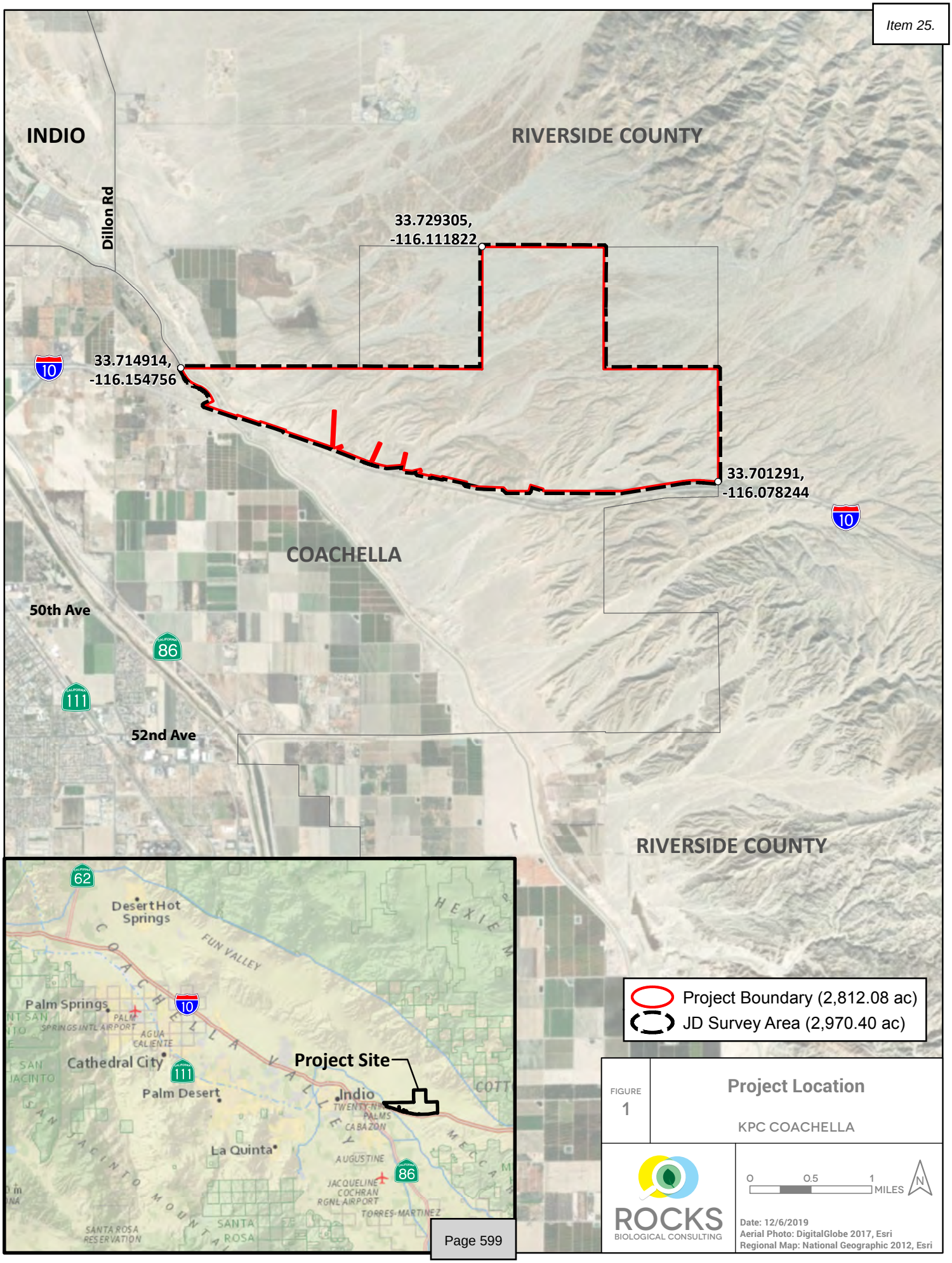


FIGURE 1

Project Location

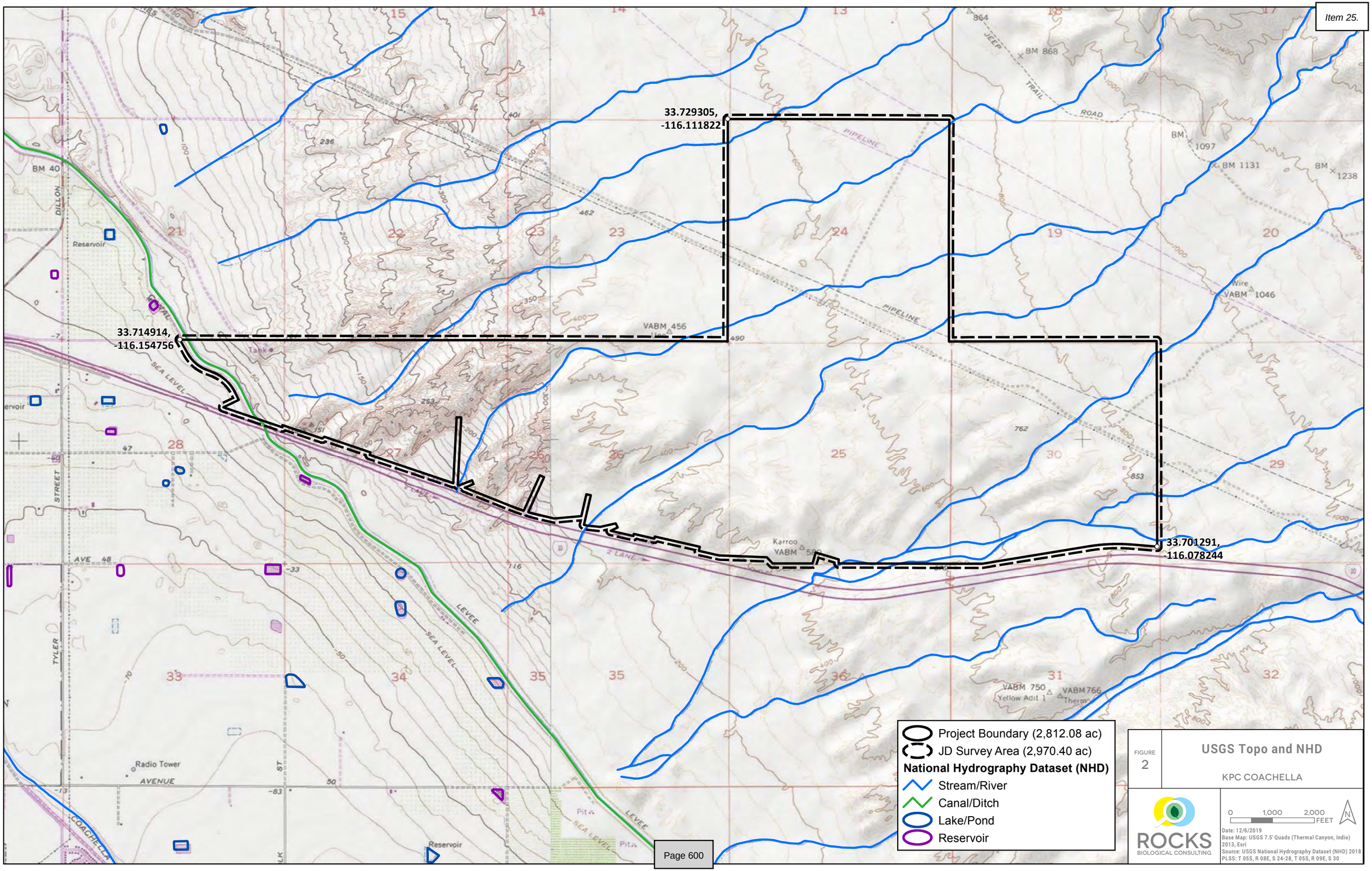
KPC COACHELLA

ROCKS BIOLOGICAL CONSULTING

0 0.5 1 MILES

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2017, Esri
Regional Map: National Geographic 2012, Esri


33.729305,
-116.111822
33.714914,
-116.154756
33.701291,
-116.078244
Project Boundary (2,812.08 ac)
JD Survey Area (2,970.40 ac)
National Hydrography Dataset (NHD)
Stream/River
Canal/Ditch
Lake/Pond
Reservoir
FIGURE
2
USGS Topo and NHD
KPC COACHELLA
ROCKS
BIOLOGICAL CONSULTING
0 1,000 2,000 FEET
N
Date: 12/6/2019
Base Map: USGS 7.5' Quads (Thermal Canyon, Indio) 2013, Esri
Source: USGS National Hydrography Dataset (NHD) 2018
PLSS: T 05S, R 08E, S 24-28, T 05S, R 09E, S 30

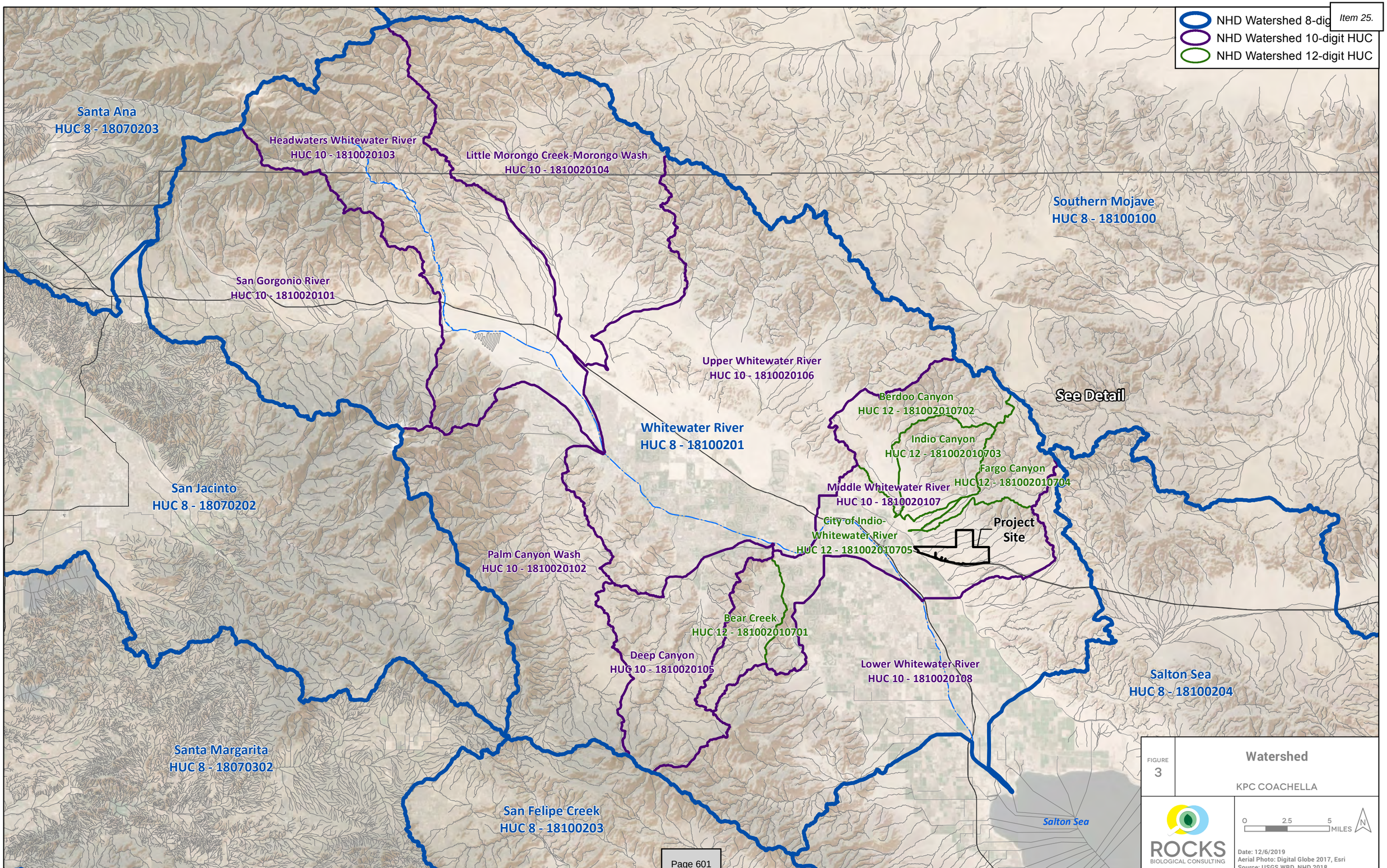


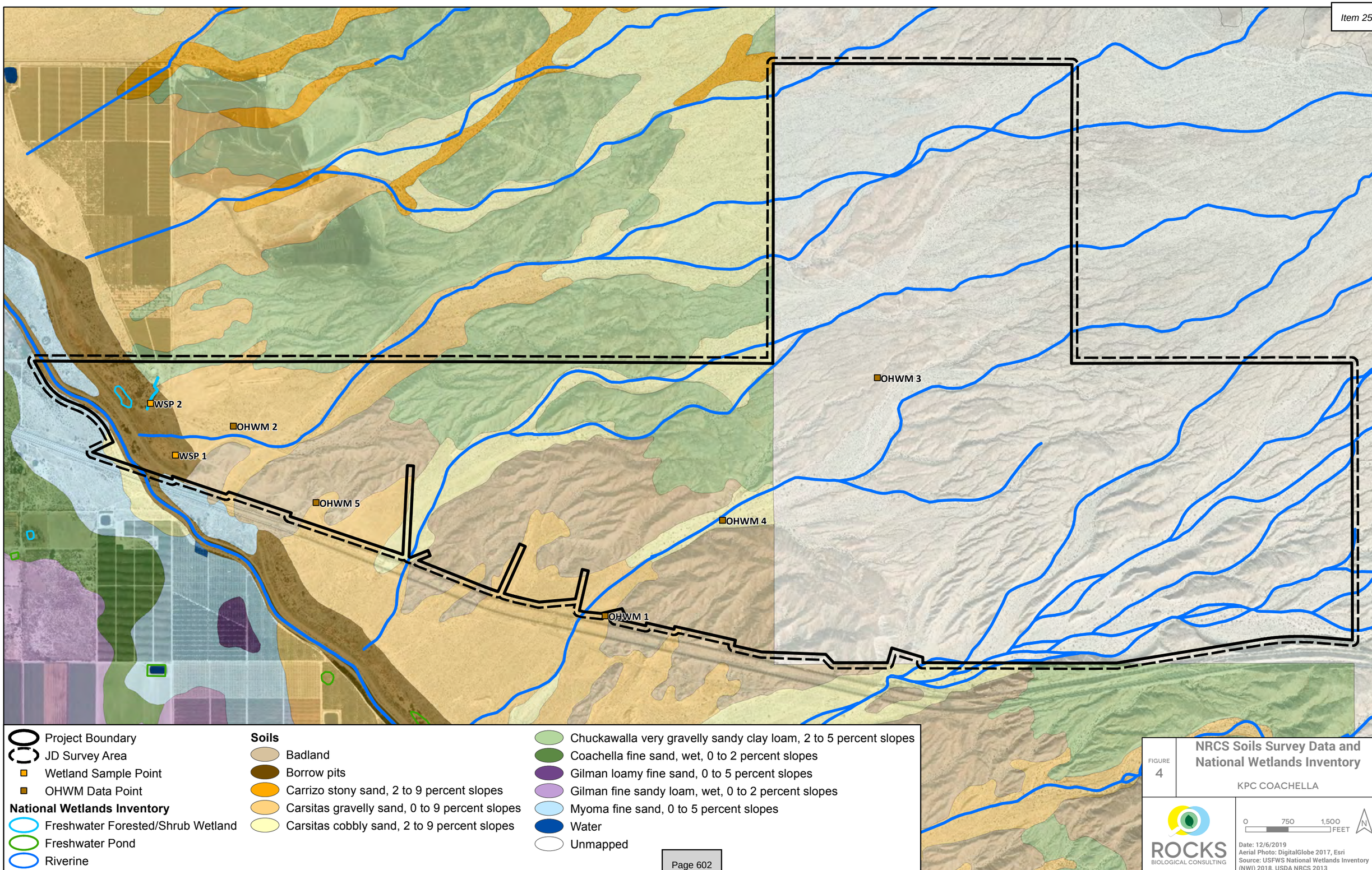
FIGURE 3

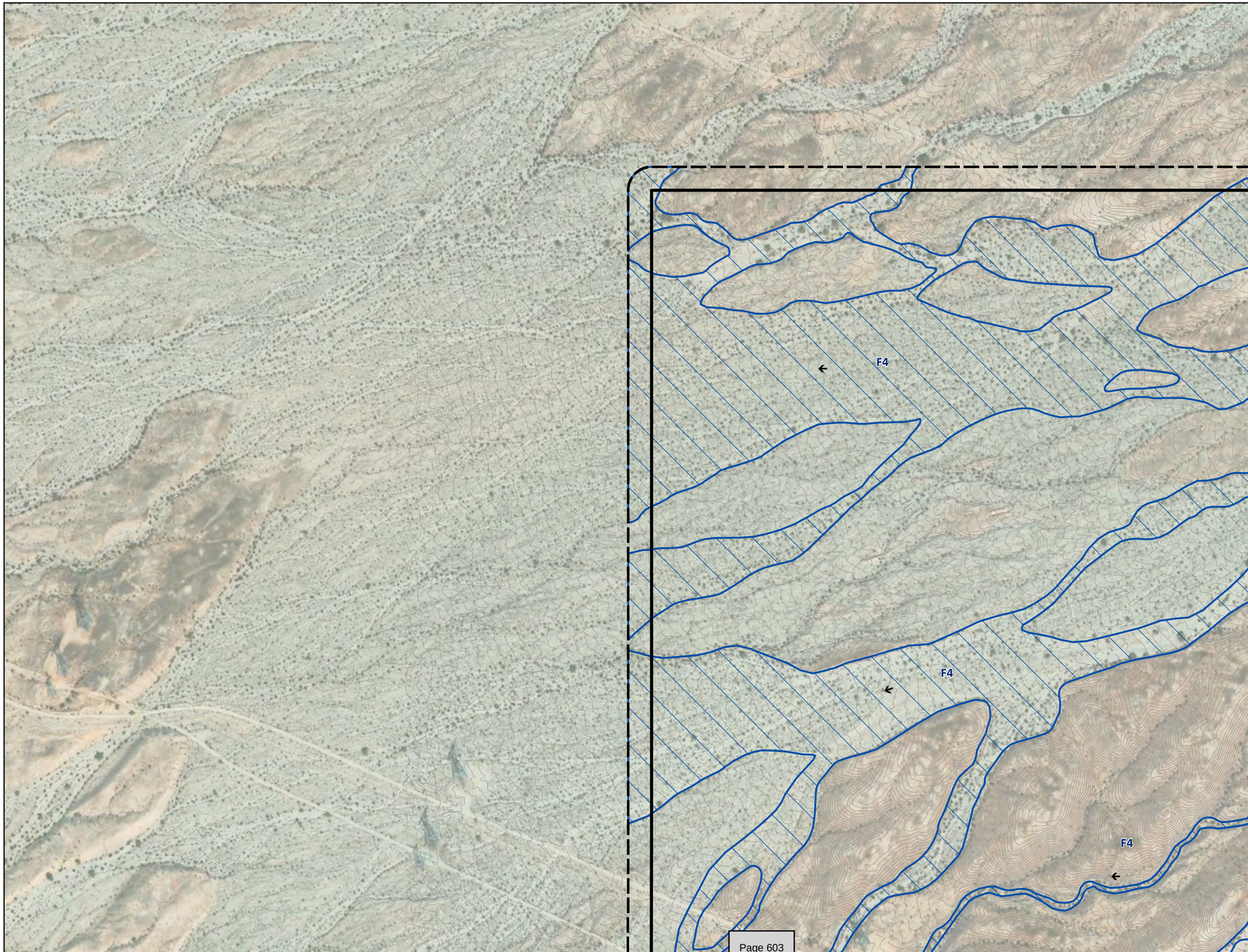
Watershed

KPC COACHELLA

ROCKS BIOLOGICAL CONSULTING

Date: 12/6/2019
Aerial Photo: Digital Globe 2017, Esri
Source: USGS WBD, NHD 2018


WSP 2
OHWM 2
WSP 1
OHWM 5
OHWM 3
OHWM 4
OHWM 1
Project Boundary
JD Survey Area
Wetland Sample Point
OHWM Data Point
National Wetlands Inventory
Freshwater Forested/Shrub Wetland
Freshwater Pond
Riverine
Soils
Badland
Borrow pits
Carrizo stony sand, 2 to 9 percent slopes
Carsitas gravelly sand, 0 to 9 percent slopes
Carsitas cobbly sand, 2 to 9 percent slopes
Chuckawalla very gravelly sandy clay loam, 2 to 5 percent slopes
Coachella fine sand, wet, 0 to 2 percent slopes
Gilman loamy fine sand, 0 to 5 percent slopes
Gilman fine sandy loam, wet, 0 to 2 percent slopes
Myoma fine sand, 0 to 5 percent slopes
Water
Unmapped
FIGURE 4
NRCS Soils Survey Data and National Wetlands Inventory
KPC COACHELLA
ROCKS BIOLOGICAL CONSULTING
0 750 1,500 FEET
N
Date: 12/6/2019
Aerial Photo: DigitalGlobe 2017, Esri
Source: USFWS National Wetlands Inventory (NWI) 2018, USDA NRCS 2013



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Flow Direction

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

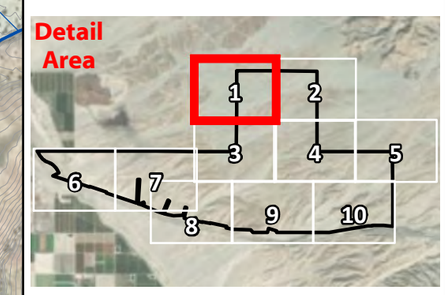


FIGURE 5A

Jurisdictional Delineation/Impacts
Sheet 1 of 10

KPC COACHELLA

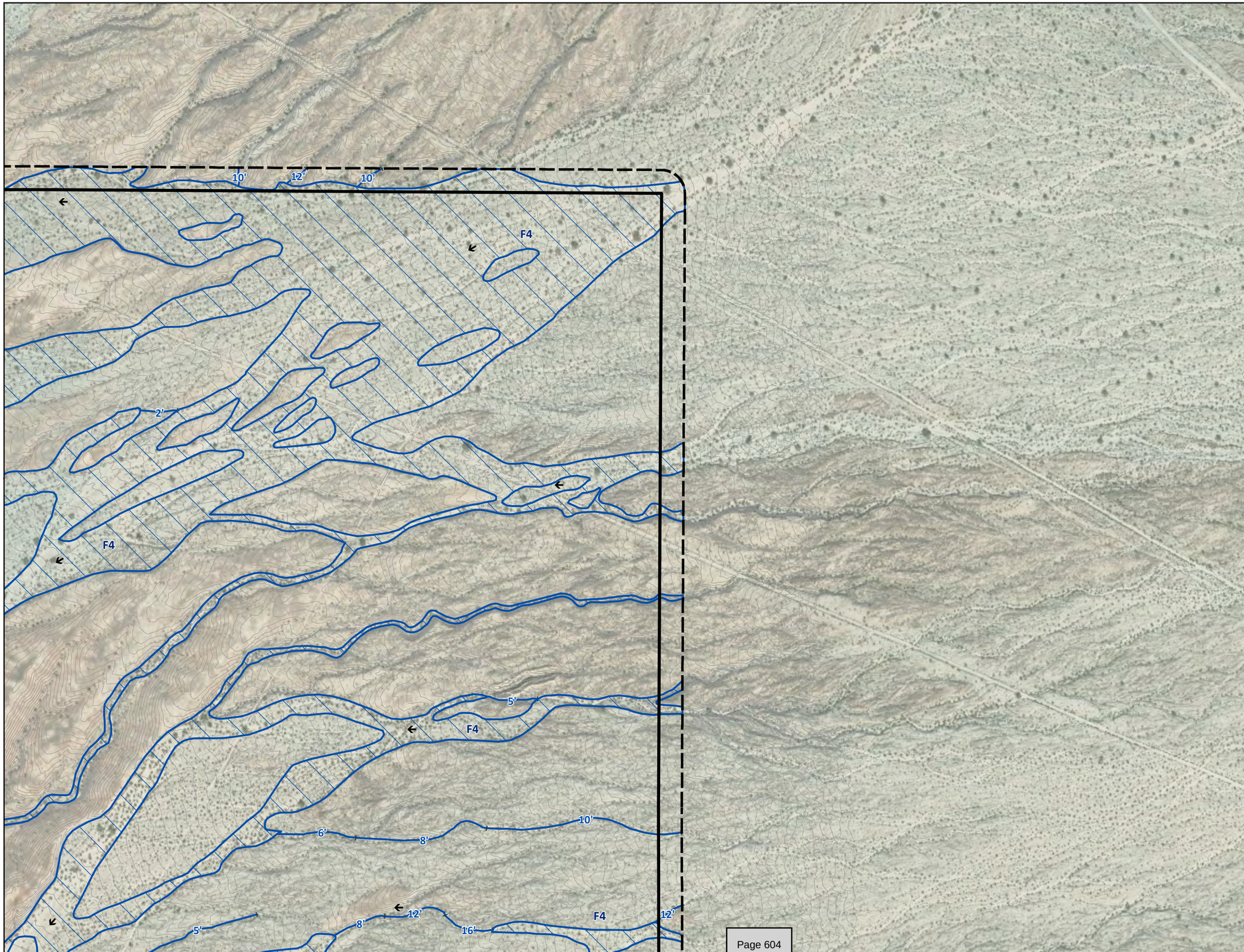
ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Flow Direction

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

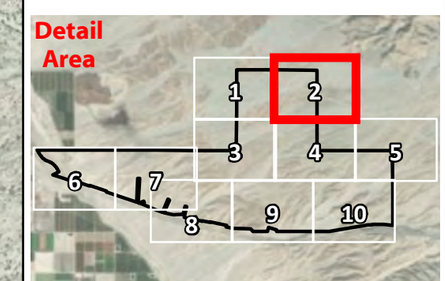


FIGURE 5B

Jurisdictional Delineation/Impacts Sheet 2 of 10

KPC COACHELLA

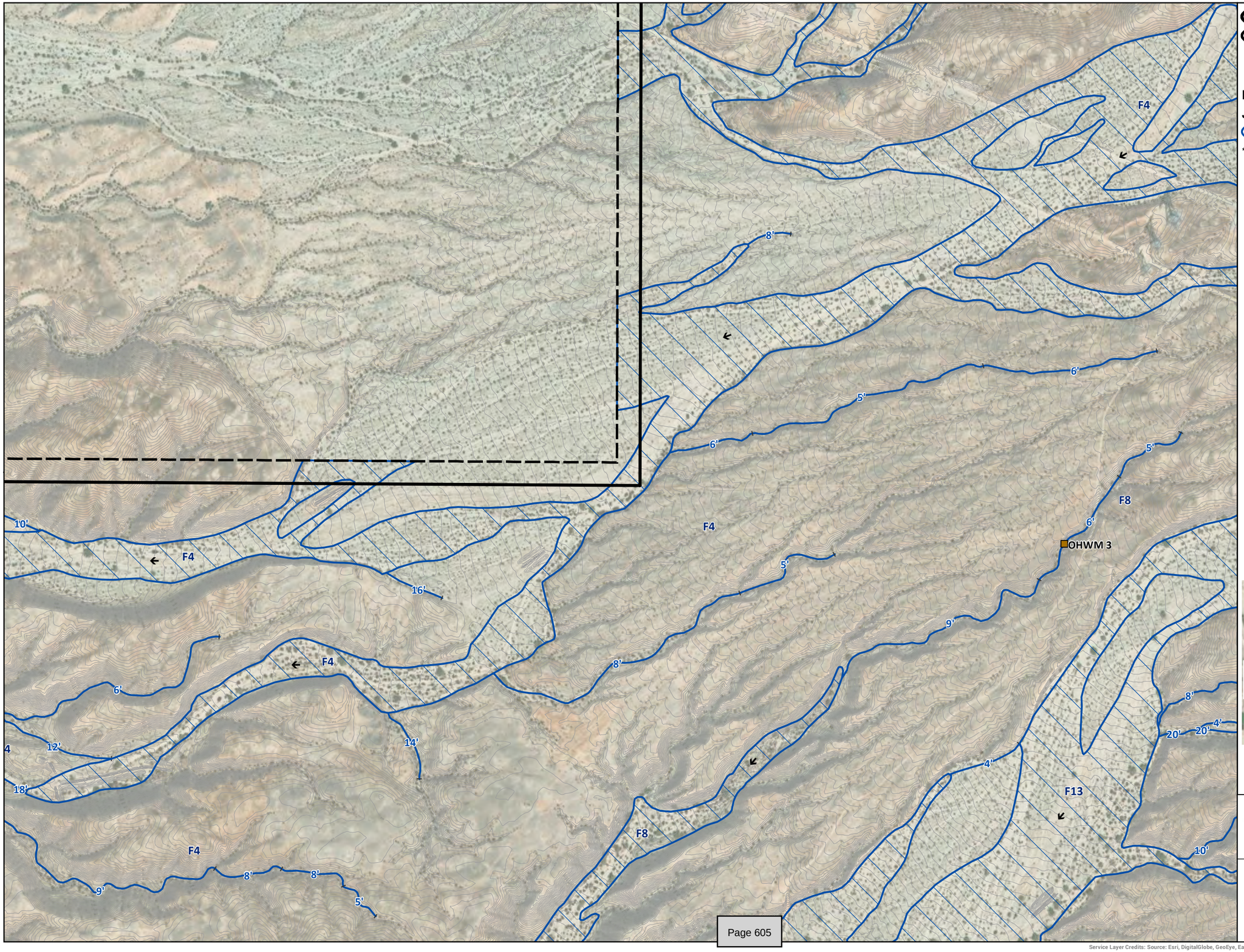
ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
OHWM Data Point
Flow Direction

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

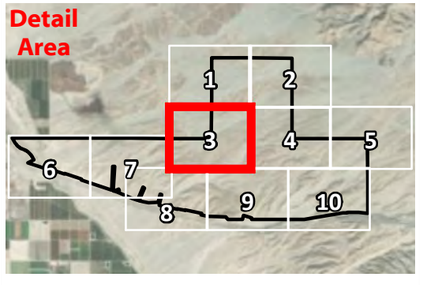


FIGURE 5C

Jurisdictional Delineation/Impacts
Sheet 3 of 10

KPC COACHELLA

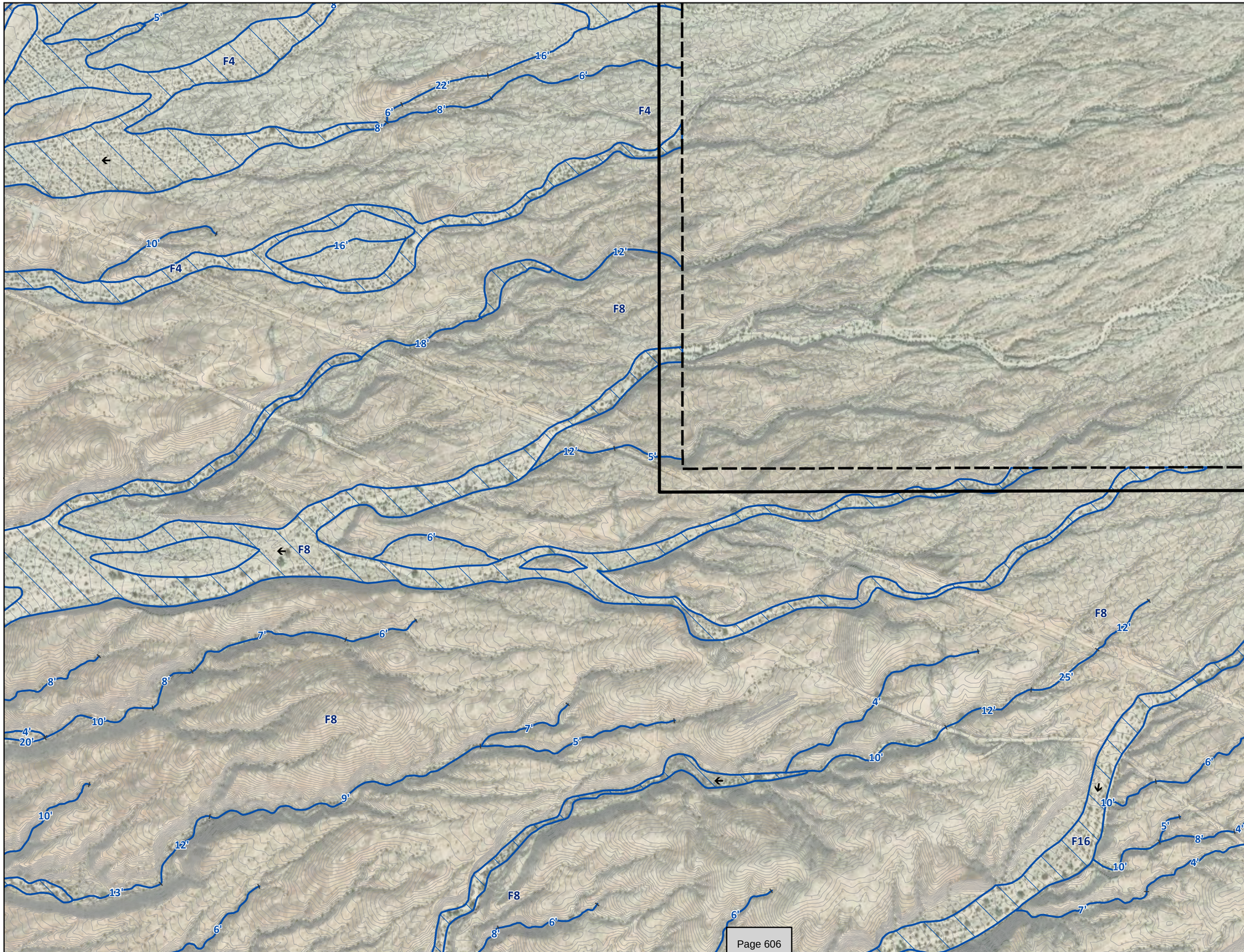
ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Flow Direction

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

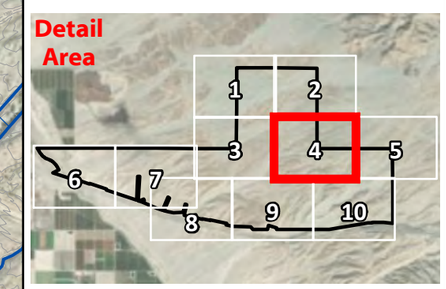


FIGURE 5D

Jurisdictional Delineation/Impacts
Sheet 4 of 10

KPC COACHELLA

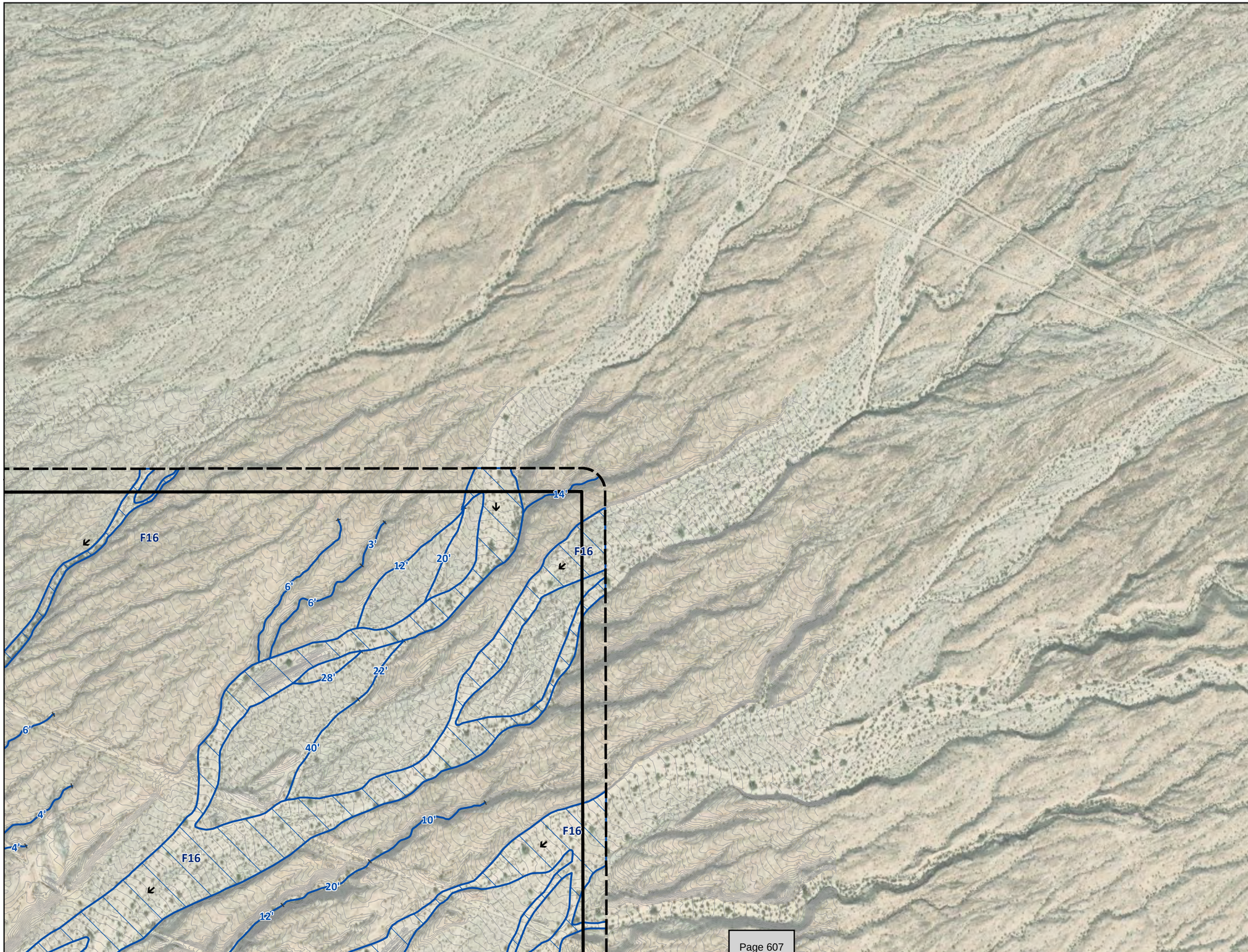
ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Flow Direction

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

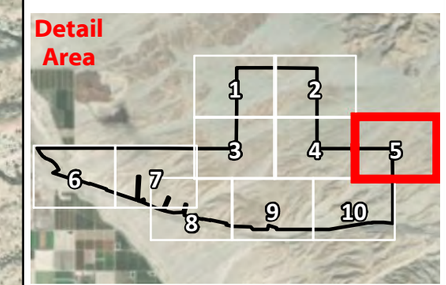


FIGURE 5E

Jurisdictional Delineation/Impacts
Sheet 5 of 10

KPC COACHELLA

ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Wetland Sample Point
OHWM Data Point
Culvert
Storm Drain Outfall
Flow Direction
Berm - Earthen
Levee - Earthen

Corps/RWQCB/CDFW Jurisdictional Features

Coachella Canal (2.72 ac)

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)
Disturbed Ephemeral Drainage Area (15.06 ac)
Tamarisk Scrub/Ephemeral Drainage (0.83 ac)

CDFW Jurisdictional Features*

Tamarisk Scrub (0.20 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

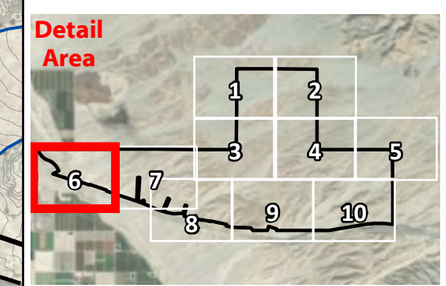


FIGURE 5F

Jurisdictional Delineation/Impacts Sheet 6 of 10

KPC COACHELLA

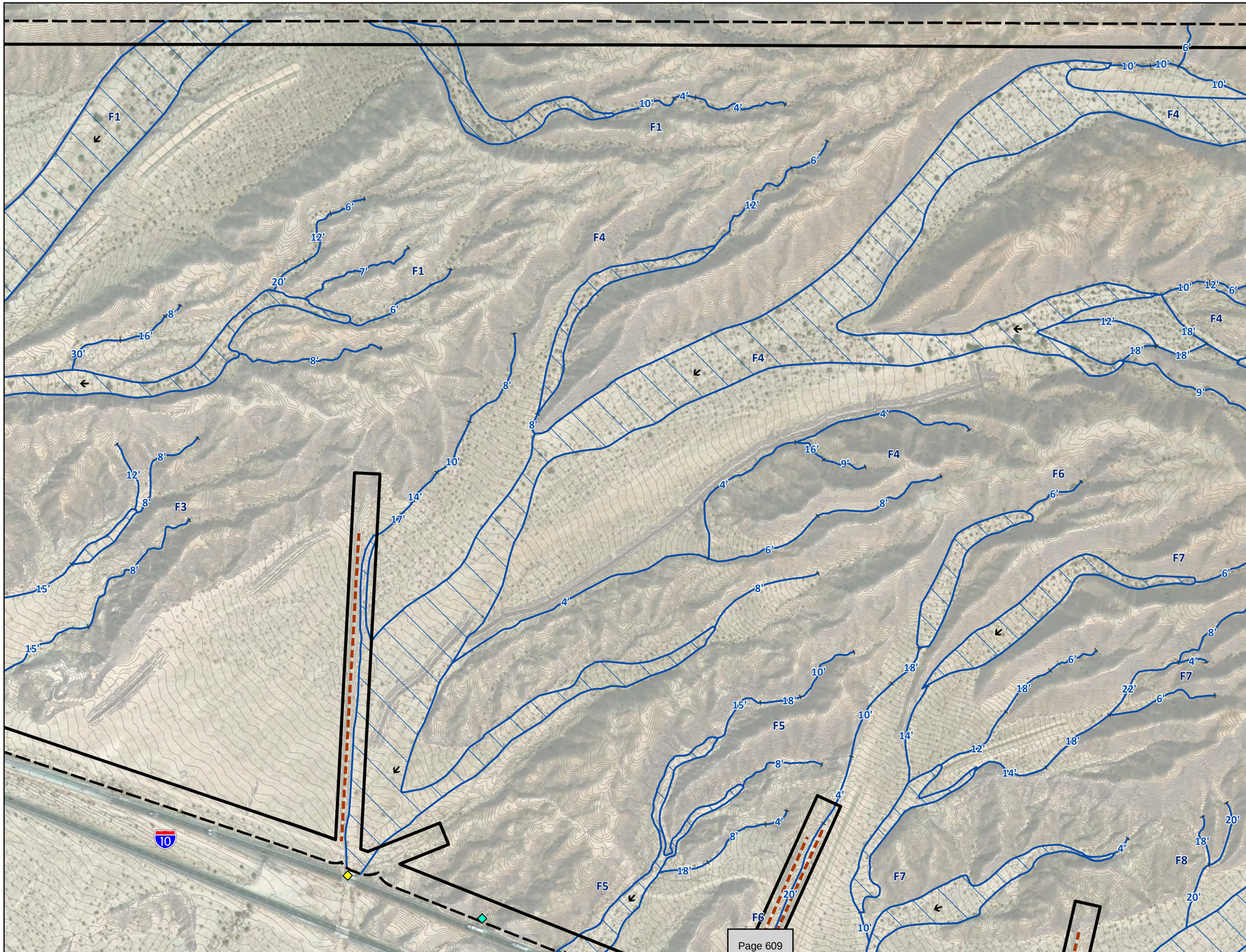
ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Culvert
Highway Undercrossing
Flow Direction
Berm - Earthen

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

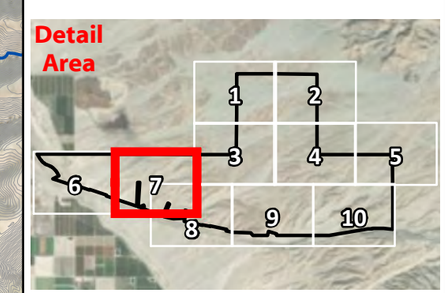


FIGURE 5G

Jurisdictional Delineation/Impacts
Sheet 7 of 10

KPC COACHELLA

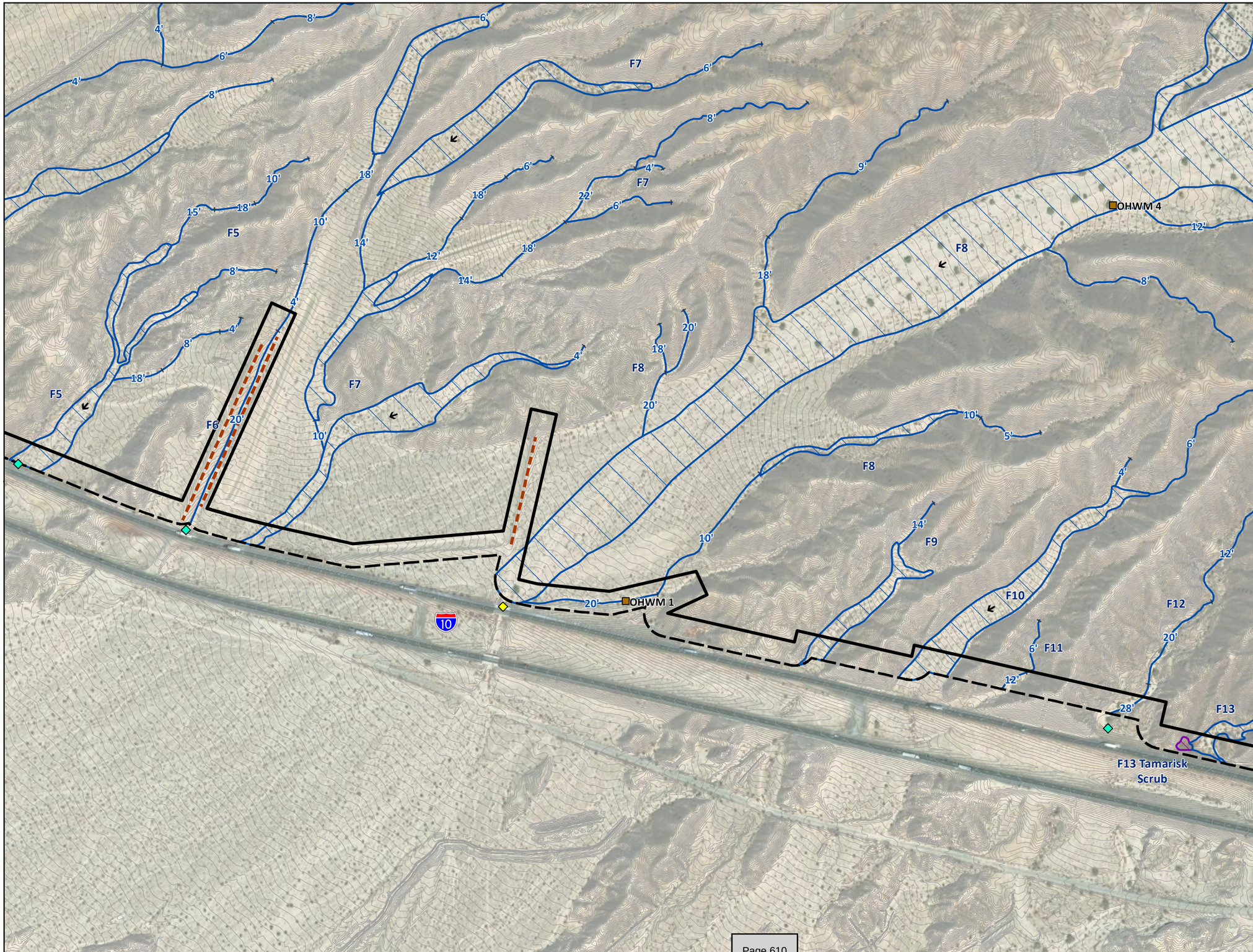
ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
OHWM Data Point
Culvert
Highway Undercrossing
Flow Direction
Berm - Earthen

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

CDFW Jurisdictional Features*

Tamarisk Scrub (0.20 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

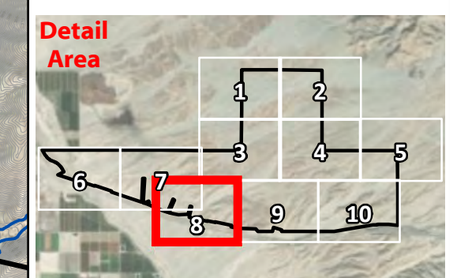


FIGURE 5H

Jurisdictional Delineation/Impacts Sheet 8 of 10

KPC COACHELLA

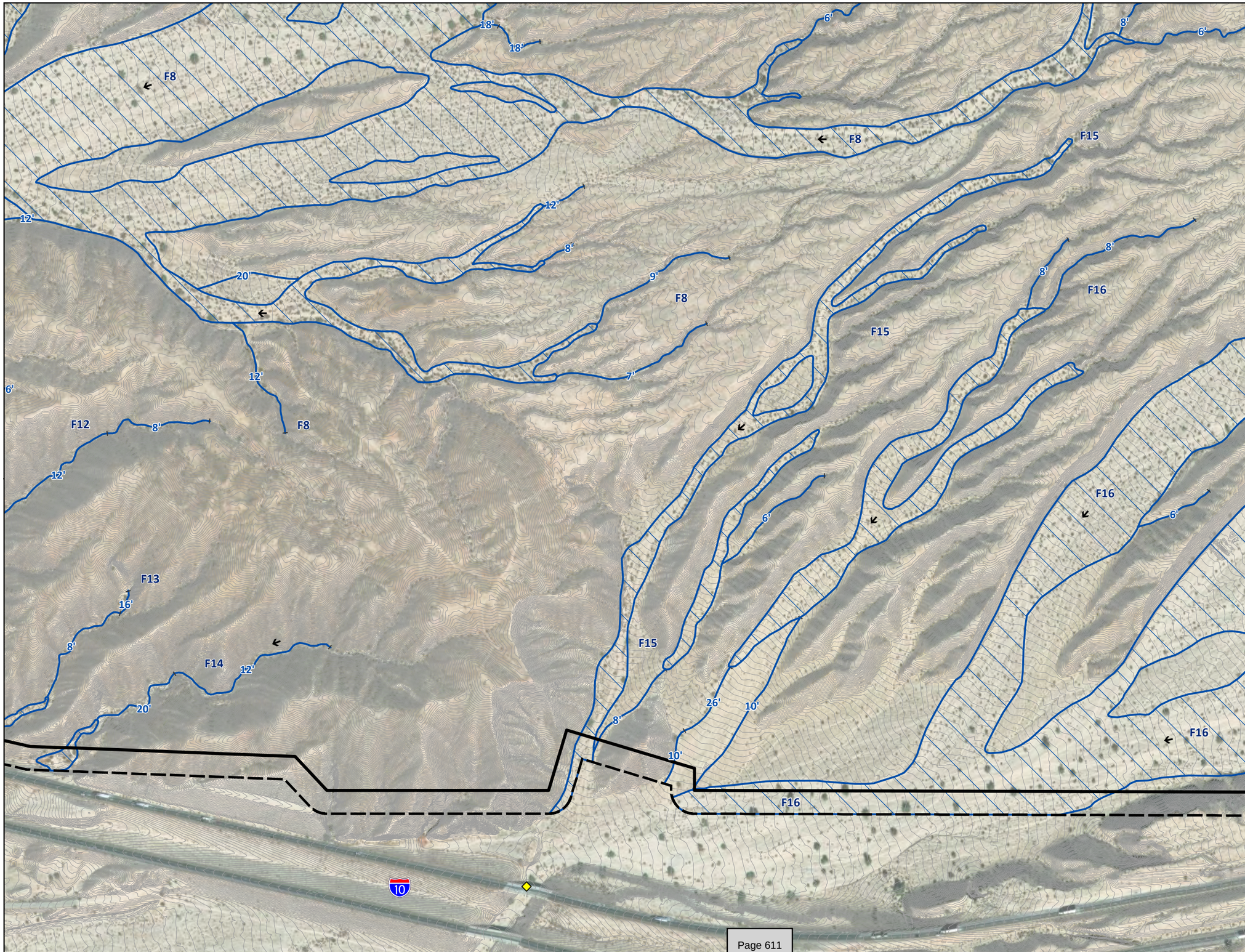
ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Highway Undercrossing
Flow Direction

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

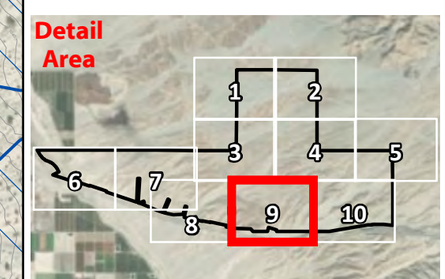


FIGURE 5I

Jurisdictional Delineation/Impacts Sheet 9 of 10

KPC COACHELLA

ROCKS BIOLOGICAL CONSULTING

0 200 400 FEET

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Project Boundary (2,812.08 a
JD Survey Area (2,970.40 ac)
Flow Direction

RWQCB and CDFW Jurisdictional Features*

Ephemeral Wash (618.76 ac)

* Expected to be non-jurisdictional by the Corps through the AJD process.

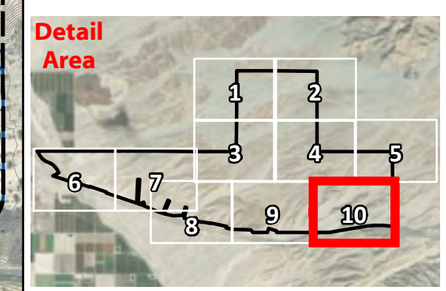


FIGURE 5J

Jurisdictional Delineation/Impacts
Sheet 10 of 10

KPC COACHELLA

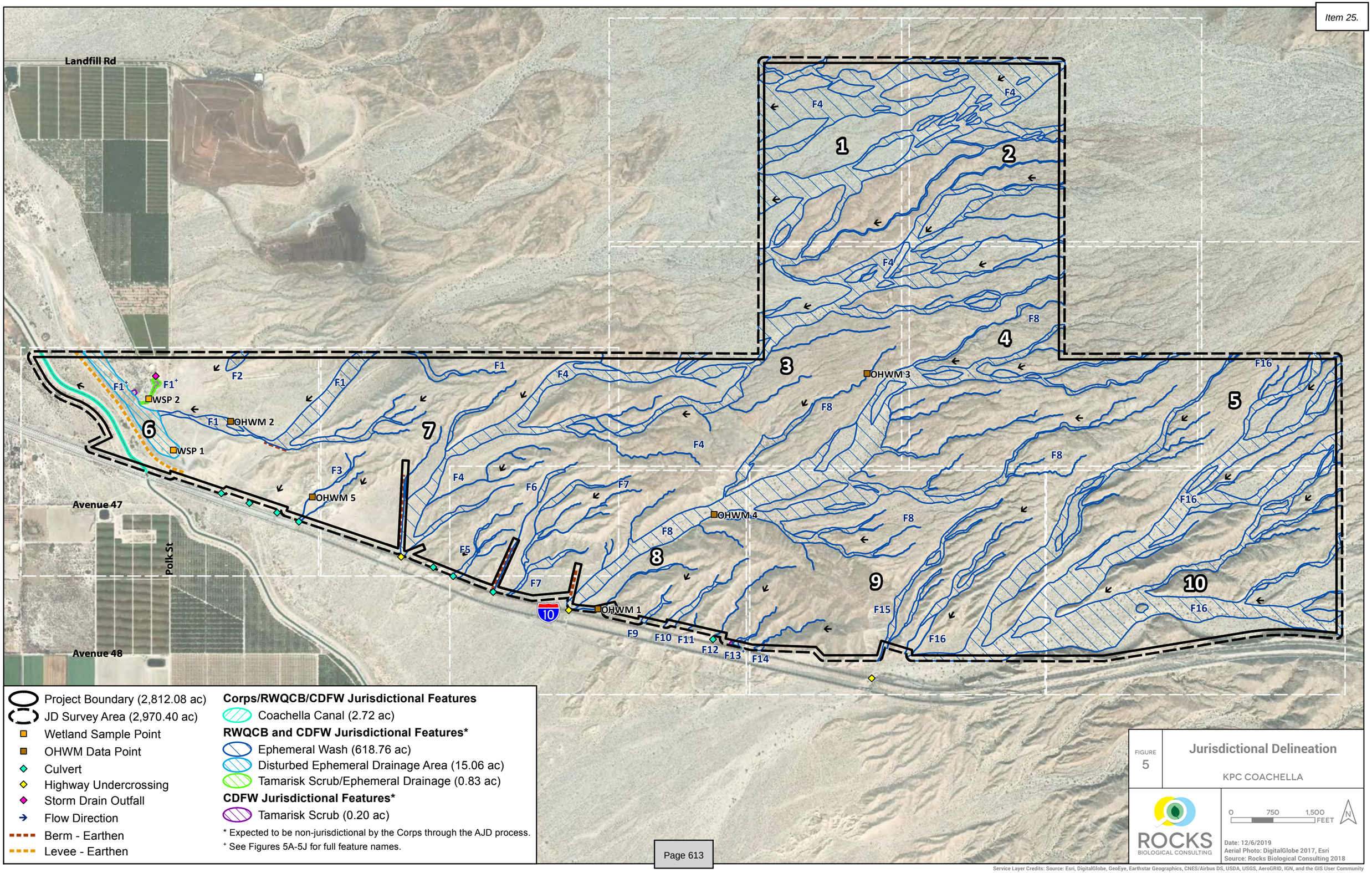
ROCKS BIOLOGICAL CONSULTING

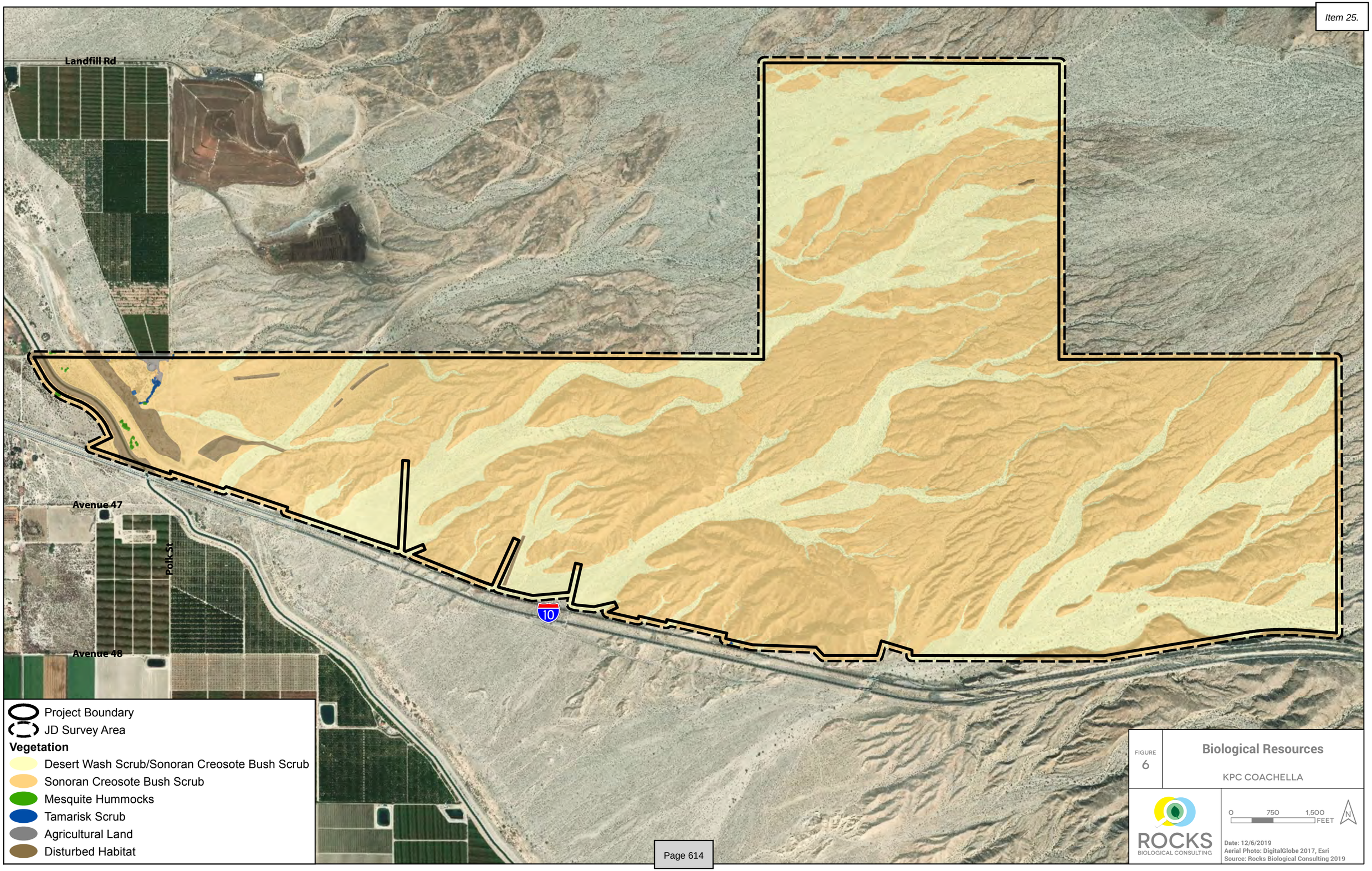
0 200 400 FEET

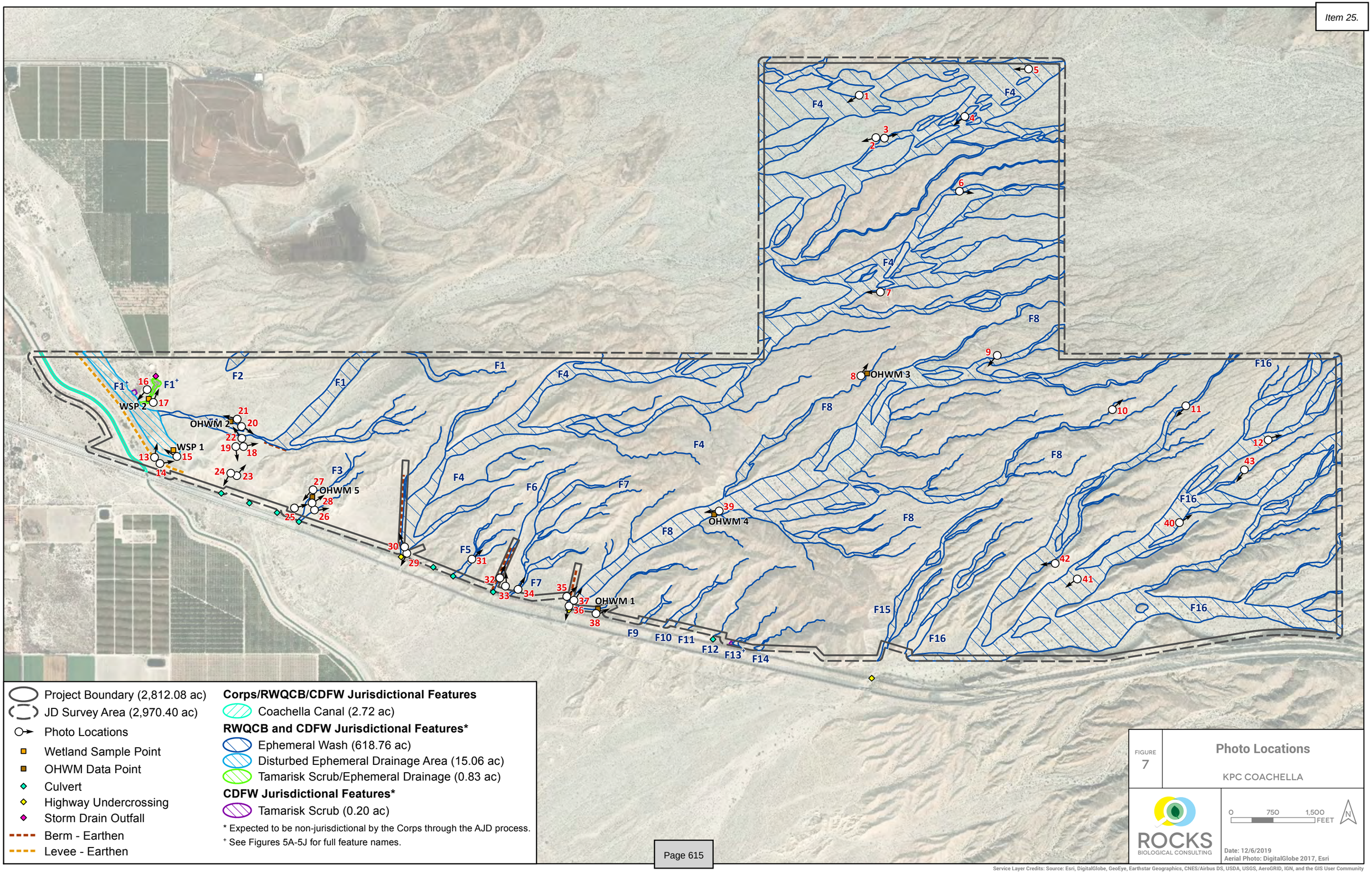
N

Date: 12/6/2019
Aerial Photo: DigitalGlobe 2018, Esri
Source: Rocks Biological Consulting 2019

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


Landfill Rd
Avenue 47
Avenue 48
Polk St
10
1
2
3
4
5
6
7
8
9
10
F1
F1+
F2
F3
F4
F5
F6
F7
F8
F9
F10
F11
F12
F13
F14
F15
F16
WSP 1
WSP 2
OHWM 1
OHWM 2
OHWM 3
OHWM 4
OHWM 5
Project Boundary (2,812.08 ac)
JD Survey Area (2,970.40 ac)
Wetland Sample Point
OHWM Data Point
Culvert
Highway Undercrossing
Storm Drain Outfall
Flow Direction
Berm - Earthen
Levee - Earthen
Corps/RWQCB/CDFW Jurisdictional Features
Coachella Canal (2.72 ac)
RWQCB and CDFW Jurisdictional Features*
Ephemeral Wash (618.76 ac)
Disturbed Ephemeral Drainage Area (15.06 ac)
Tamarisk Scrub/Ephemeral Drainage (0.83 ac)
CDFW Jurisdictional Features*
Tamarisk Scrub (0.20 ac)
* Expected to be non-jurisdictional by the Corps through the AJD process.
+ See Figures 5A-5J for full feature names.
FIGURE 5
Jurisdictional Delineation
KPC COACHELLA
ROCKS BIOLOGICAL CONSULTING
0 750 1,500 FEET
N
Date: 12/6/2019
Aerial Photo: DigitalGlobe 2017, Esri
Source: Rocks Biological Consulting 2018
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


Landfill Rd
Avenue 47
Polk St
Avenue 48
10
Project Boundary
JD Survey Area
Vegetation
Desert Wash Scrub/Sonoran Creosote Bush Scrub
Sonoran Creosote Bush Scrub
Mesquite Hummocks
Tamarisk Scrub
Agricultural Land
Disturbed Habitat
FIGURE
6
Biological Resources
KPC COACHELLA
ROCKS
BIOLOGICAL CONSULTING
0
750
1,500
FEET
N
Date: 12/6/2019
Aerial Photo: DigitalGlobe 2017, Esri
Source: Rocks Biological Consulting 2019


F1
F1+
F2
F3
F4
F5
F6
F7
F8
F9
F10
F11
F12
F13+
F14
F15
F16
WSP 1
WSP 2
OHWM 1
OHWM 2
OHWM 3
OHWM 4
OHWM 5
Project Boundary (2,812.08 ac)
JD Survey Area (2,970.40 ac)
Photo Locations
Wetland Sample Point
OHWM Data Point
Culvert
Highway Undercrossing
Storm Drain Outfall
Berm - Earthen
Levee - Earthen
Corps/RWQCB/CDFW Jurisdictional Features
Coachella Canal (2.72 ac)
RWQCB and CDFW Jurisdictional Features*
Ephemeral Wash (618.76 ac)
Disturbed Ephemeral Drainage Area (15.06 ac)
Tamarisk Scrub/Ephemeral Drainage (0.83 ac)
CDFW Jurisdictional Features*
Tamarisk Scrub (0.20 ac)
* Expected to be non-jurisdictional by the Corps through the AJD process.
+ See Figures 5A-5J for full feature names.
FIGURE 7
Photo Locations
KPC COACHELLA
ROCKS BIOLOGICAL CONSULTING
0 750 1,500 FEET
N
Date: 12/6/2019
Aerial Photo: DigitalGlobe 2017, Esri
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

APPENDIX A

CHECKLIST: MINIMUM STANDARDS FOR ACCEPTANCE OF AQUATIC RESOURCES DELINEATION REPORTS, LOS ANGELES DISTRICT REGULATORY DIVISION, CORPS

CHECKLIST: MINIMUM STANDARDS FOR ACCEPTANCE OF AQUATIC RESOURCES DELINEATION REPORTS, LOS ANGELES DISTRICT REGULATORY DIVISION, USACE, MARCH 16, 2017

REPORT SECTION/ PAGE NUMBER	MINIMUM STANDARDS FOR ACCEPTANCE OF AQUATIC RESOURCES DELINEATION REPORTS	ADDITIONAL NOTES
Section 1; Appendix J	JD REQUEST AND FORMS: A cover letter indicating whether you are requesting a jurisdictional determination (JD). If you are requesting a JD, you must complete, sign, and return the Request for Corps Jurisdictional Determination (JD) sheet. For preliminary jurisdictional determinations the Preliminary Jurisdictional Determination Form must be signed and submitted.	
Section 1.4	CONTACT INFORMATION: Contact information for the applicant(s), property owner(s), and agent(s).	
N/A	SITE ACCESS: If the property owner or their representatives will not accompany the Corps to the site, a signed statement from the property owner(s) allowing Corps personnel to enter the property and to collect samples during normal business hours. If the property lacks direct access by public roads (in other words, access requires passage through private property not owned by the applicant), the owner or proponent must obtain permission from the adjacent property owner(s) to provide access for Corps personnel.	Property owner and/or representatives will accompany the Corps for a site visit upon request.
Section 1.1	LOCATION: Directions to the survey area, an address (if available) and one or more set of geographic coordinates expressed in decimal degrees.	
Section 2, Paragraphs 3 and 7	DELINEATION MANUAL CONFIRMATION: A statement confirming the delineation has been conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and applicable regional supplement(s). The regional supplement(s) used must be identified. For OHWM delineations, a statement must be included confirming the use of the OHWM field guide or that it is not applicable.	
Section 3.6	AQUATIC RESOURCE(S) DESCRIPTION: A narrative describing all aquatic resources on-site and an explanation of the mapped boundaries and any complex transition zones. If the site contains resources that only meet one or two of the three wetland criteria or do not exhibit a clear OHWM, describe the rationale for their inclusion or exclusion from the delineation. Also explain if any erosional features, upland swales, ditches and other potential aquatic features were considered but not included in the delineation.	
Figure 5; Appendix G, Table G-1; Appendix I, Tables I-1, I-2, I-3, I-4, I-5	AQUATIC RESOURCE MAPPING AND ACREAGE: Map the outside survey boundary, total extent of aquatic and proposed non-aquatic features, type of feature(s) (waters of the United States or wetland), and include the total acreage for each polygon.	
Section 2, Paragraph 2; Table 1	FIELD WORK DATES: Date(s) field work was completed.	
Appendix G, Table G-1; Appendix I, Tables I-1, I-2, I-3, I-4, I-5	AQUATIC RESOURCE TABLE: A table listing all aquatic resources. The table must include the name of each aquatic resource (actual or arbitrary), its Cowardin type, acreage, summary of OHWM/wetland presence, dominant vegetation for each, and location (latitude/longitude in decimal degrees). For linear features, the table must show both acreage and linear feet as well as channel measurements (active channel width).	

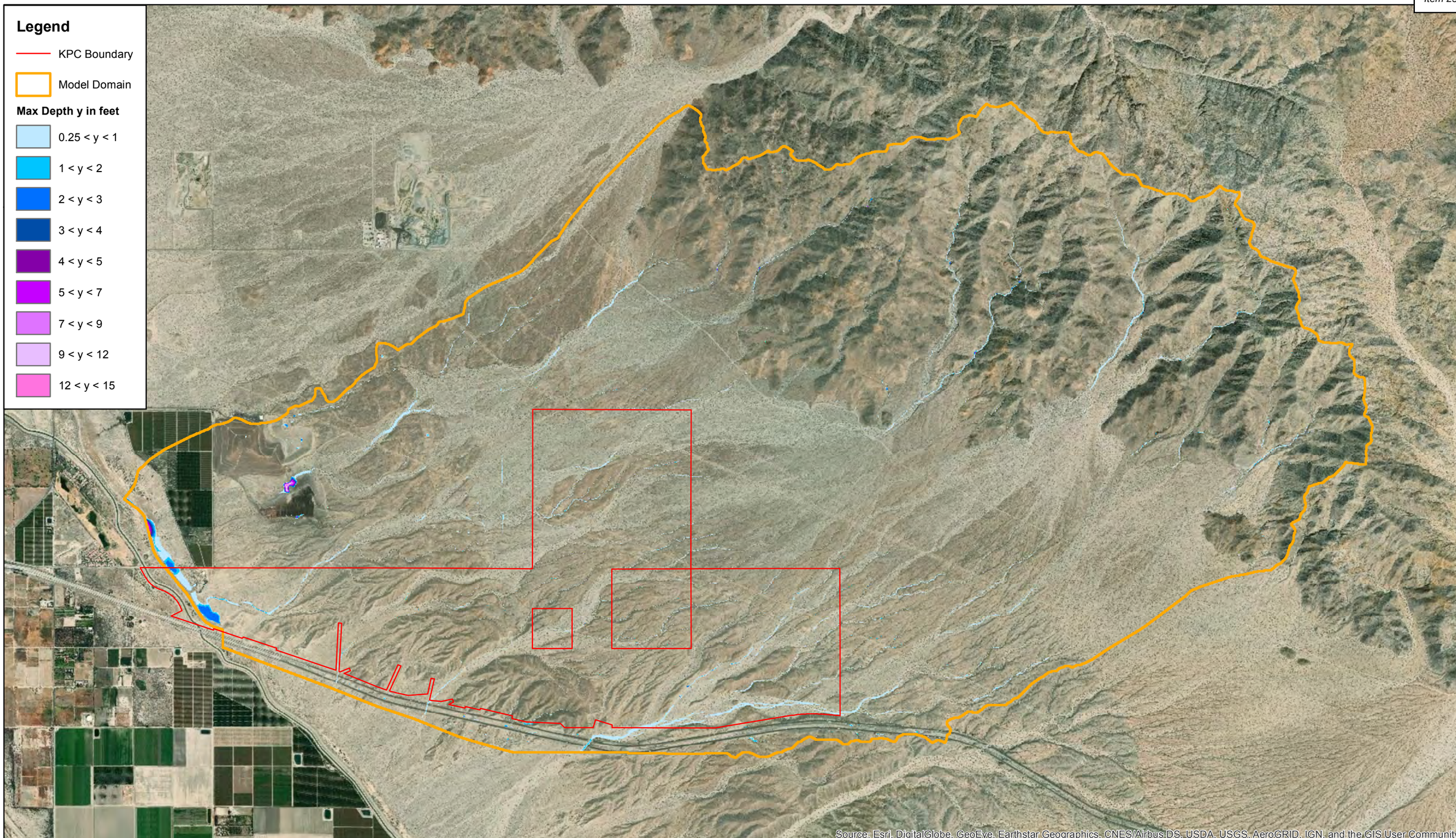
ROCKS BIOLOGICAL CONSULTING

CHECKLIST: MINIMUM STANDARDS FOR ACCEPTANCE OF AQUATIC RESOURCES DELINEATION REPORTS, LOS ANGELES DISTRICT REGULATORY DIVISION, USACE, MARCH 16, 2017

Section 1.1 and 2; Table 1	FIELD CONDITIONS: A description of existing field conditions, including current land use, normal conditions, flood/drought conditions, irrigation practices, past or recent manipulation to the site, and characteristics considered atypical (for criteria see OHWM and wetland supplement guides). Include WETS tables or pre-site visit precipitation data as appropriate: https://www.wcc.nrcs.usda.gov/climate/wets_doc.html.	
Section 3.3	HYDROLOGY: A discussion of the hydrology at the site, including all known surface or subsurface sources, drainage gradients, downstream connections to the nearest traditional navigable waterway or interstate water, and any influence from manmade water sources such as irrigation.	
N/A	REMOTE SENSING: If remote sensing was used in the delineation, provide an explanation of how it was used and include the name, date and source of the tools and data used and copies of the maps/photographs.	
Section 3.4; Figure 4; Appendix H	SOILS: Soil descriptions, soil map(s), soil photos, and a discussion of hydric soils (for wetland delineations only).	
Figure 2	USGS QUADRANGLE: A site location map on a 7.5-minute USGS quadrangle. The map must provide the name of the USGS quadrangle, Section, Township, Range, and the latitude and longitude in decimal degree format.	
Appendix L	BULK UPLOAD FORM: For sites with 3 or more separate aquatic features a completed copy of the ORM Bulk Upload Aquatic Resources or Consolidated Excel spreadsheet must be submitted.	
Figure 5	FIGURES: Map(s) of all delineated aquatic resources in accordance with the Final Map and Drawing Standards for the South Pacific Division Regulatory Program, available at: http://www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-References/Article/651327/updated-map-and-drawing-standards/	
Figure 7 and Appendix H	SITE PHOTOGRAPHS: Ground photographs showing representative aquatic resource sites (or lack of), as well as an accompanying map of photo-points and table of photographic information (see Final Map and Drawing Standards for the South Pacific Division Regulatory Program item no. 8 a-c).	
Appendix E	DATA FORMS: Completed data forms including all essential information to make a jurisdictional determination [e.g. 2006 Wetland Determination Data Form -- Arid West Supplement; 2010 Arid West Ephemeral and Intermittent Streams OHWM Datasheet].	
Section 2	METHODS: A description of the methods used to survey the aquatic resource boundaries. If GPS data is used, the level of accuracy must be included. Ideally, the GPS equipment should have the capability of sub-meter (<=1 meter) level horizontal accuracy.	
Appendix K	GIS DATA: Digital data for the site, aquatic resource boundaries, and data point locations must be provided in a geographic information system (GIS) format, preferably either ESRI shapefiles or Geodatabase format, but GoogleEarth KMZ or KML files may be acceptable non-complex projects. Each GIS data file must be accompanied by a metadata file containing the appropriate geographic coordinate system, projection, datum, and labeling description. If GIS data is unavailable or otherwise cannot be produced and the Corps determines a site visit is necessary, the aquatic resource boundaries should be physically marked with numbered flags or stakes to facilitate verification by the Corps.	

APPENDIX B

HYDROLOGY DATA



Q3 Consulting

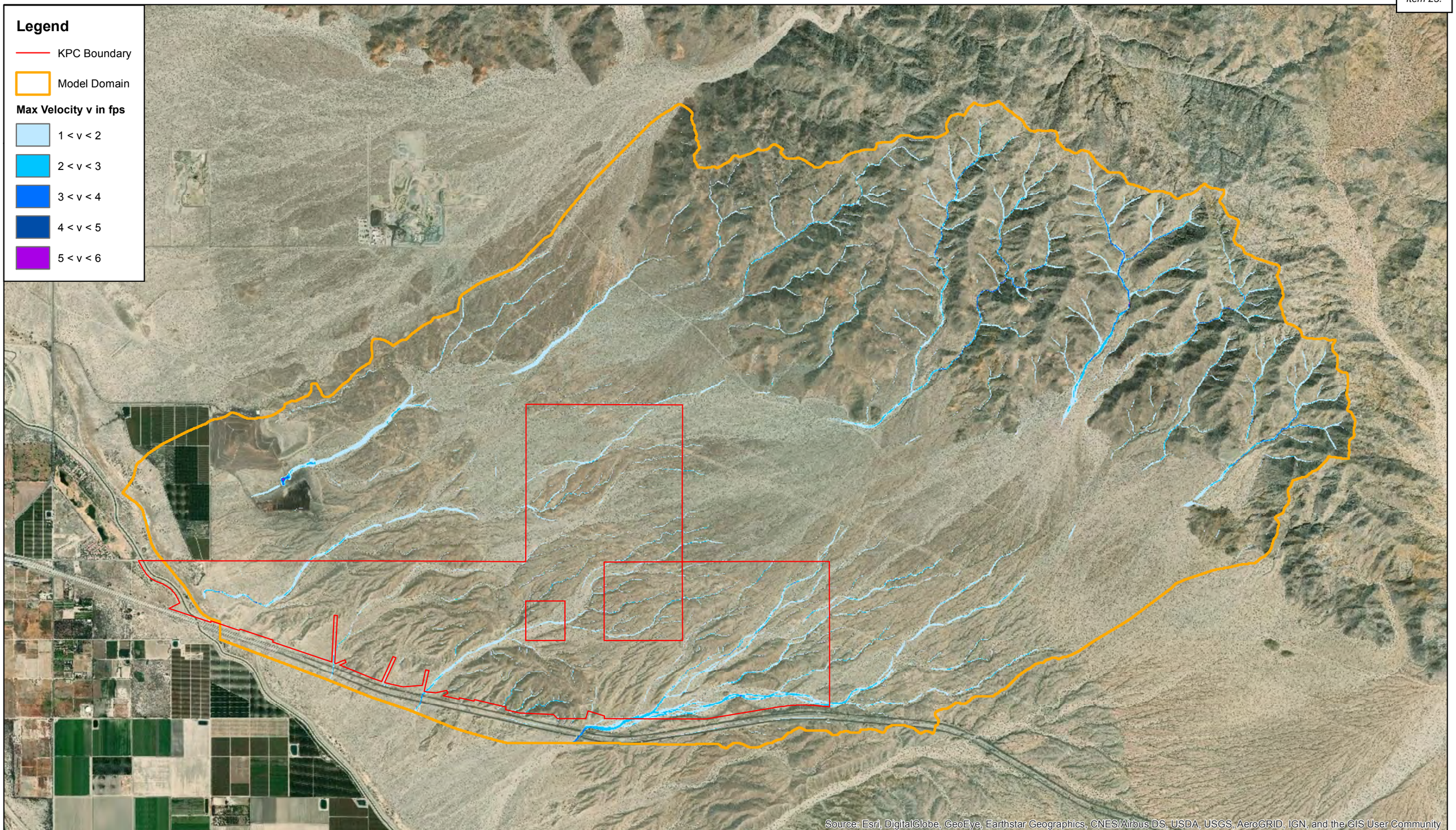
N

0 700 1,400 2,800 Feet

The KPC Group

KPC Coachella
Maximum Flood Depth
Existing Condition - 2 Year

Exhibit 1



Q3 Consulting

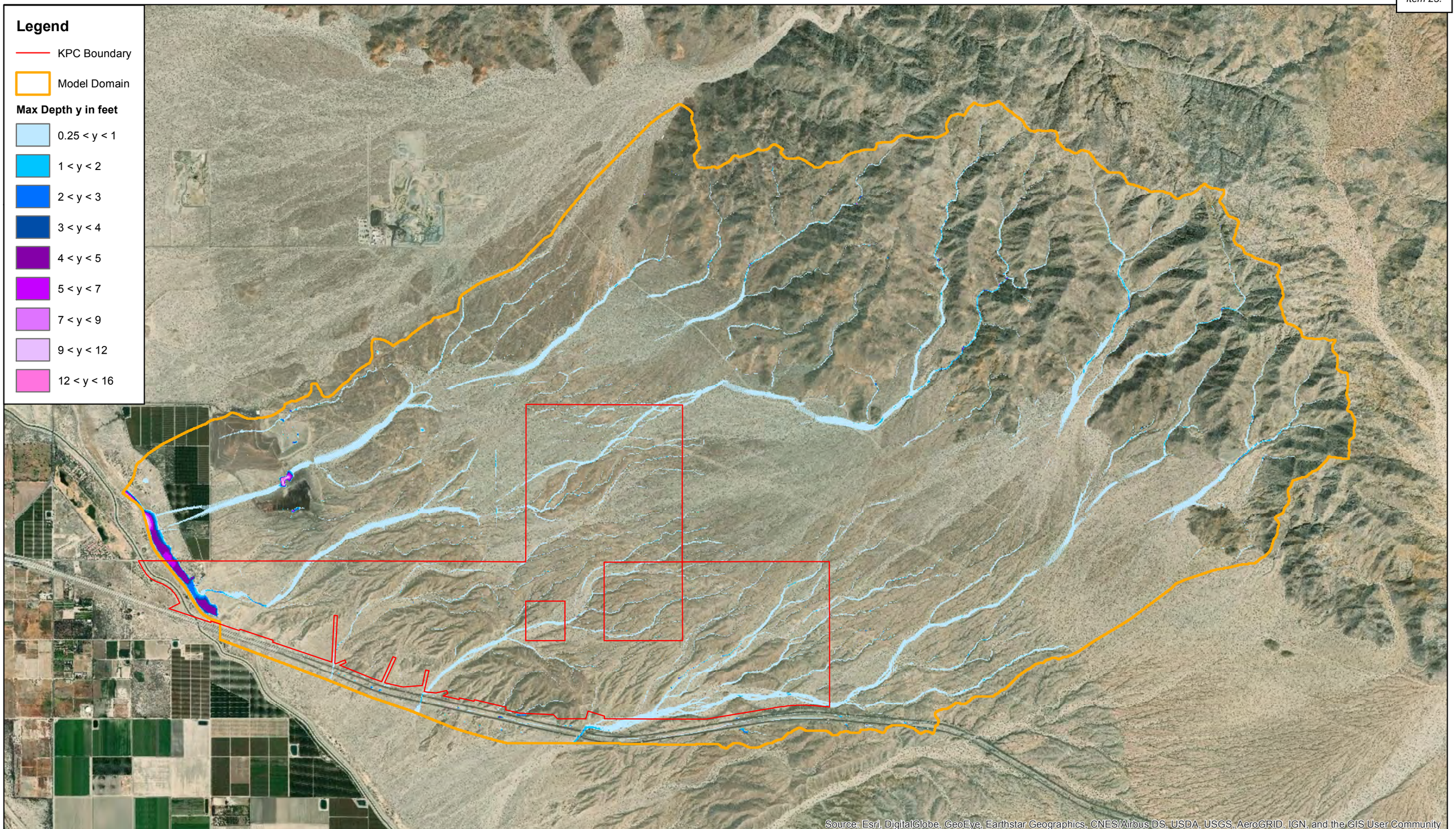
N

0 700 1,400 2,800 Feet

The KPC Group

KPC Coachella
Maximum Velocity
Existing Condition - 2 Year

Exhibit 2



Q3 Consulting

N

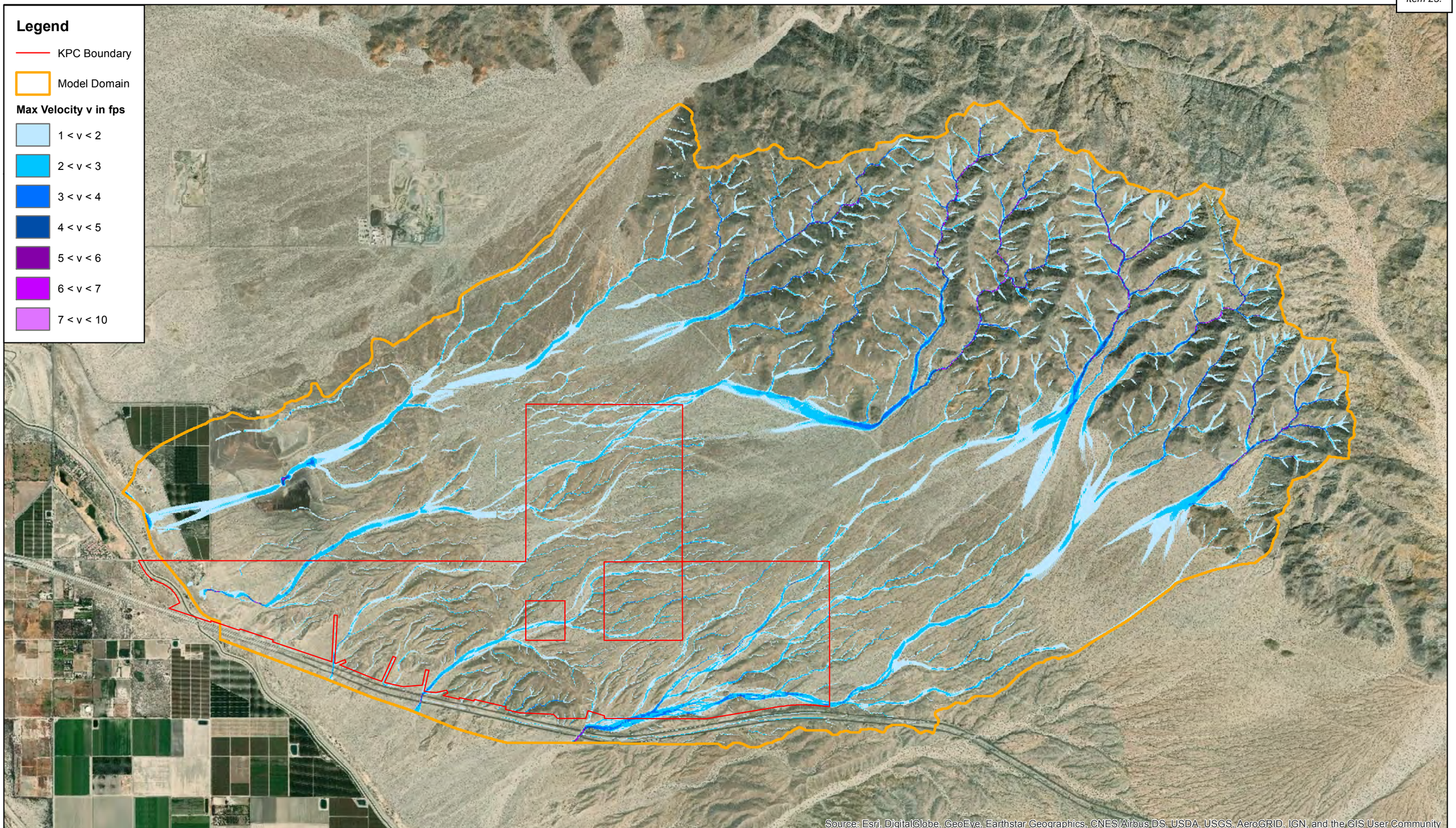
0 700 1,400 2,800 Feet

The KPC Group

KPC Coachella
Maximum Flood Depth

Existing Condition - 5 Year

Exhibit 3



Q3 Consulting

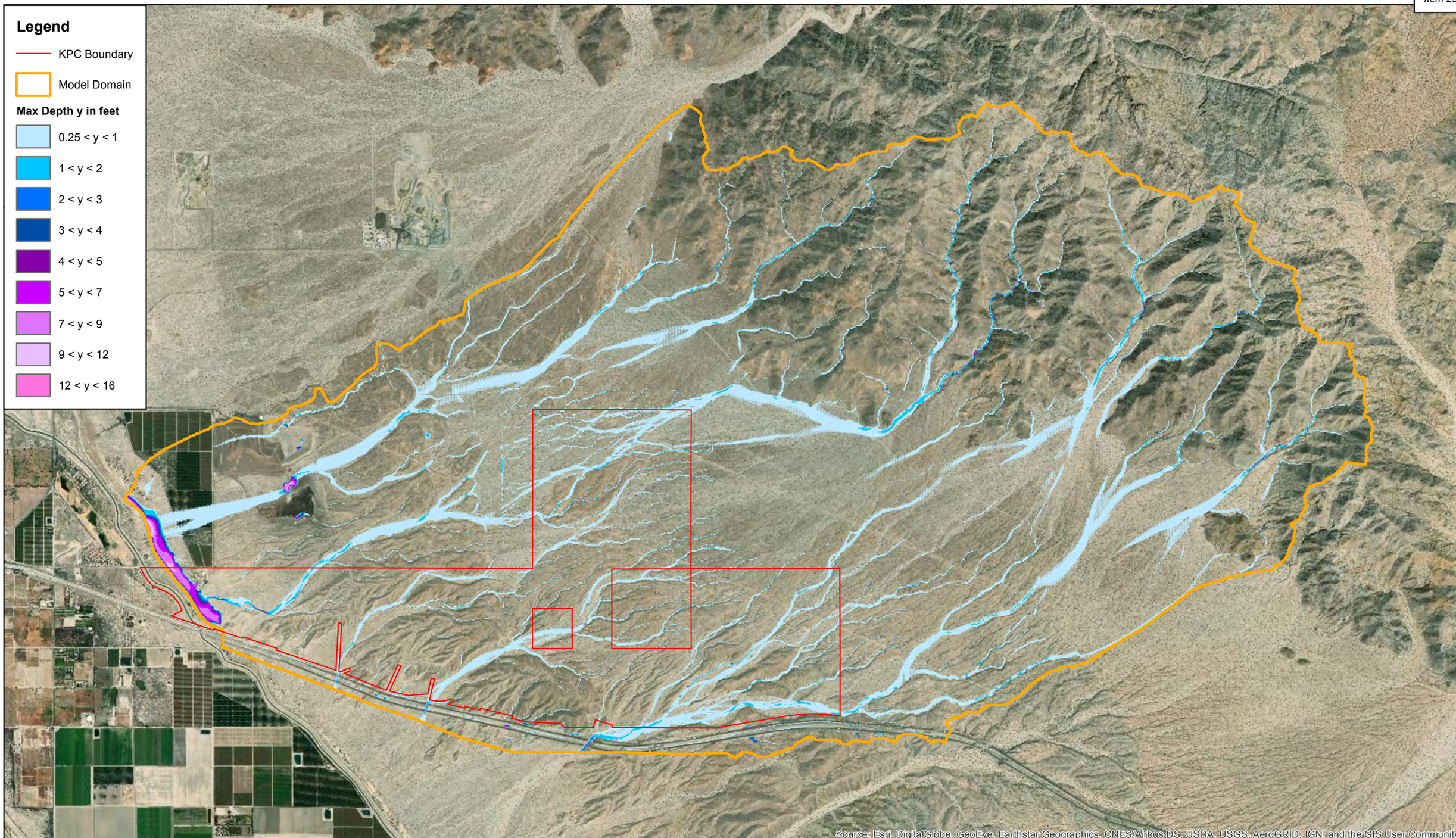
N

0 700 1,400 2,800 Feet

The KPC Group

KPC Coachella
Maximum Velocity
Existing Condition - 5 Year

Exhibit 4



Q3 Consulting

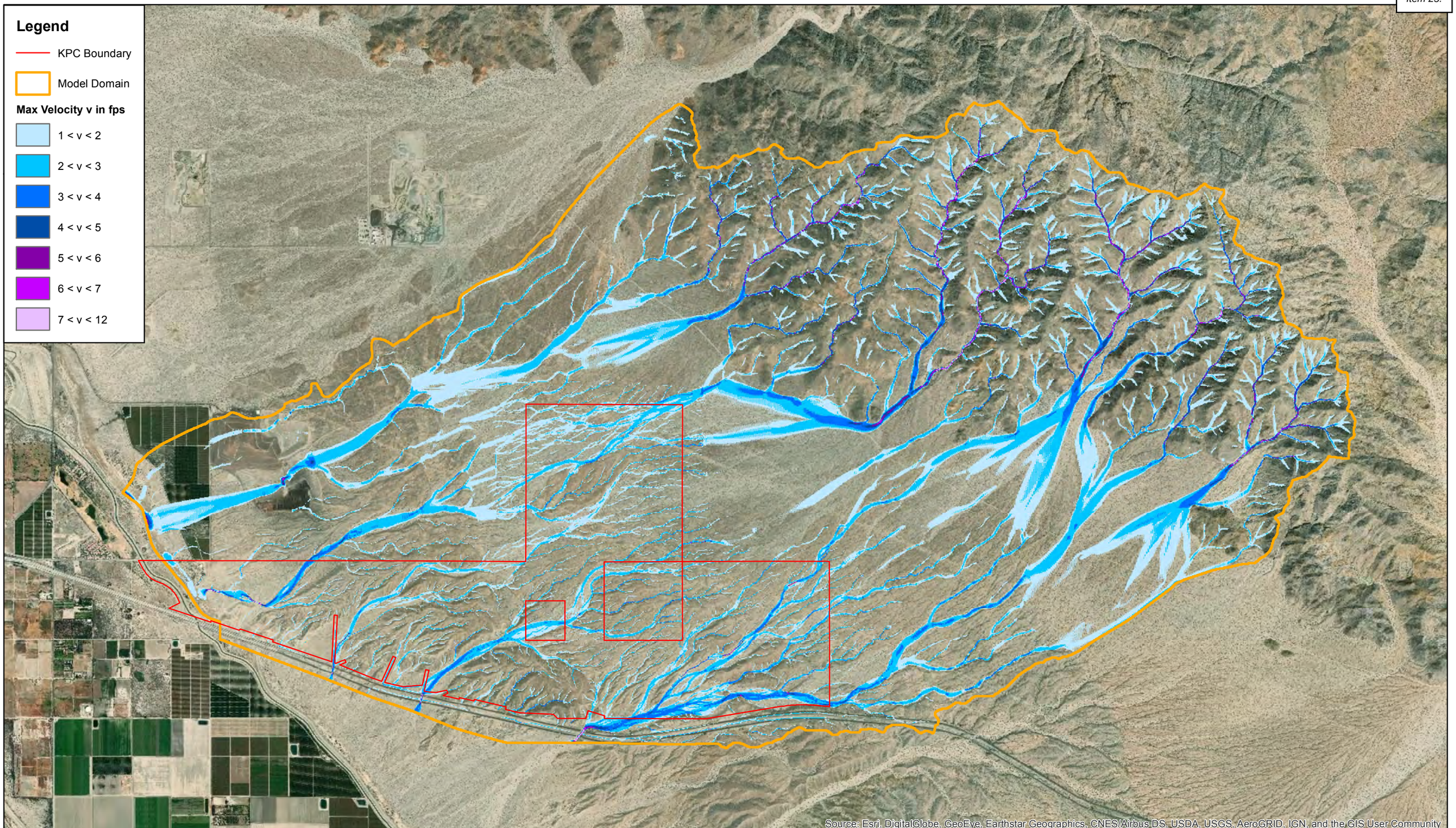
N

0 700 1,400 2,800 Feet

The KPC Group

KPC Coachella
Maximum Flood Depth
Existing Condition - 10 Year

Exhibit 5



Q3 Consulting

N

0 700 1,400 2,800 Feet

The KPC Group

KPC Coachella
Maximum Velocity
Existing Condition - 10 Year

Exhibit 6

Figure 4-1. Baseline watershed conditions 1-percent annual chance maximum flood depths

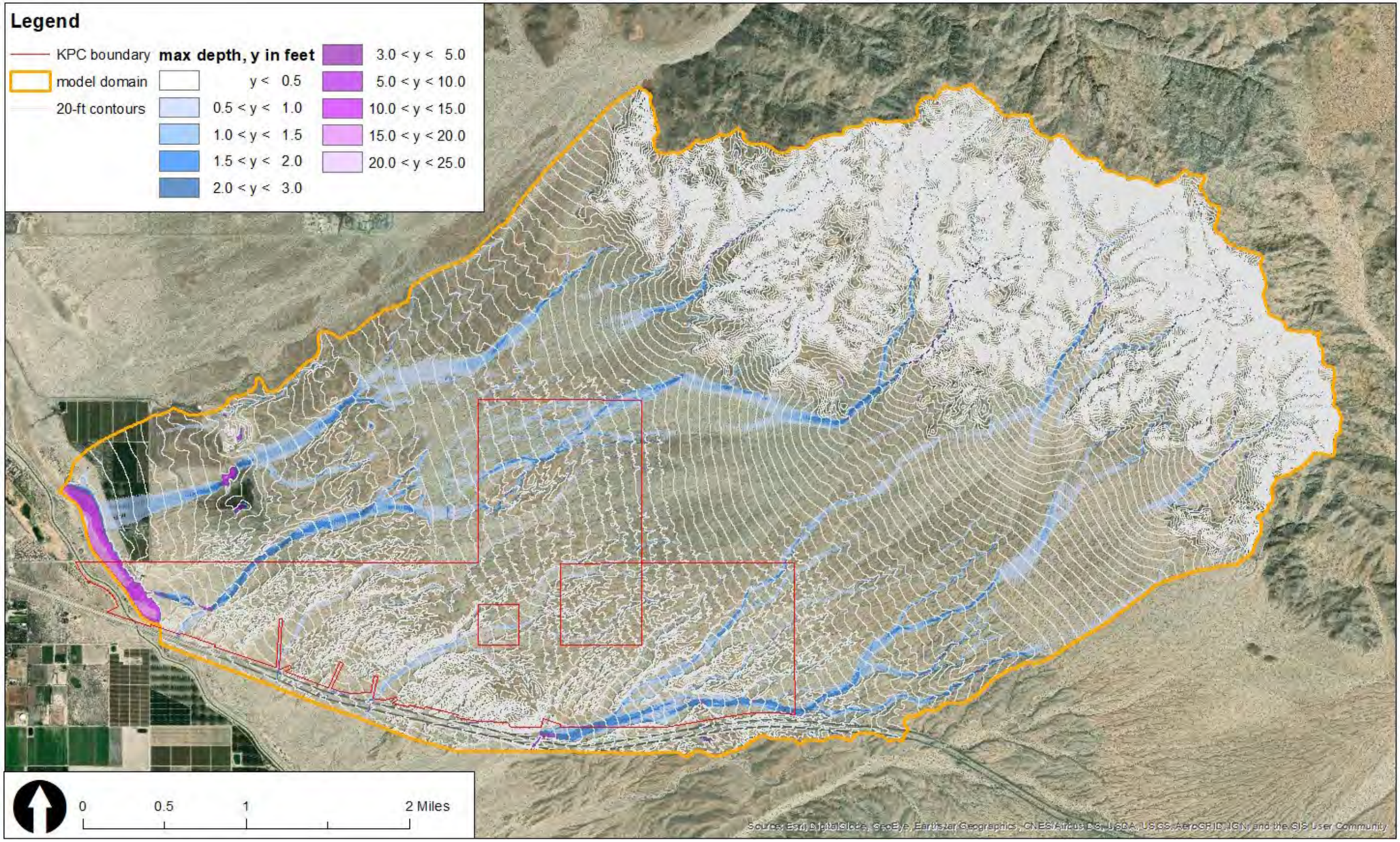


Figure 4-2. Baseline watershed conditions 1-percent annual chance maximum flood velocities

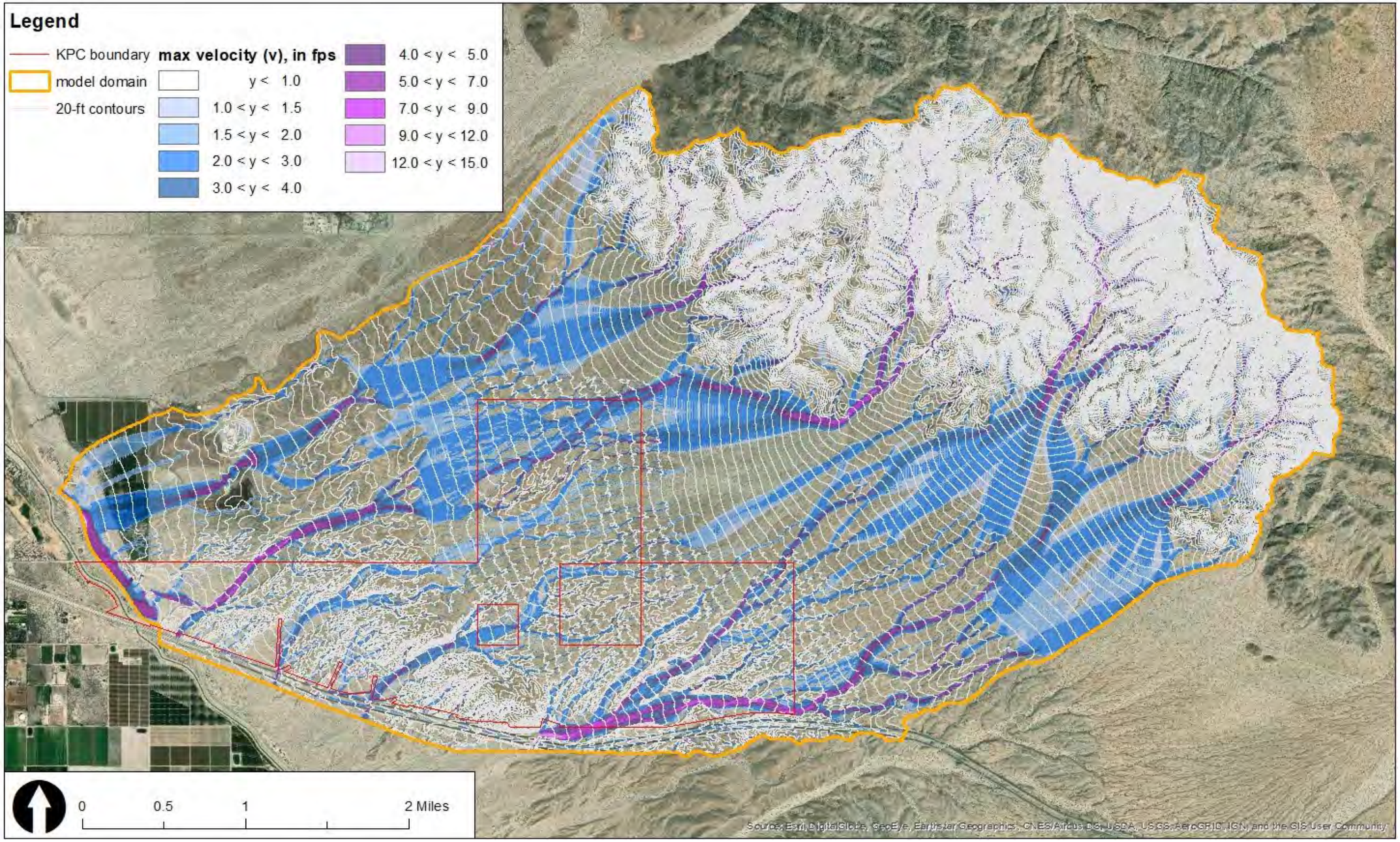
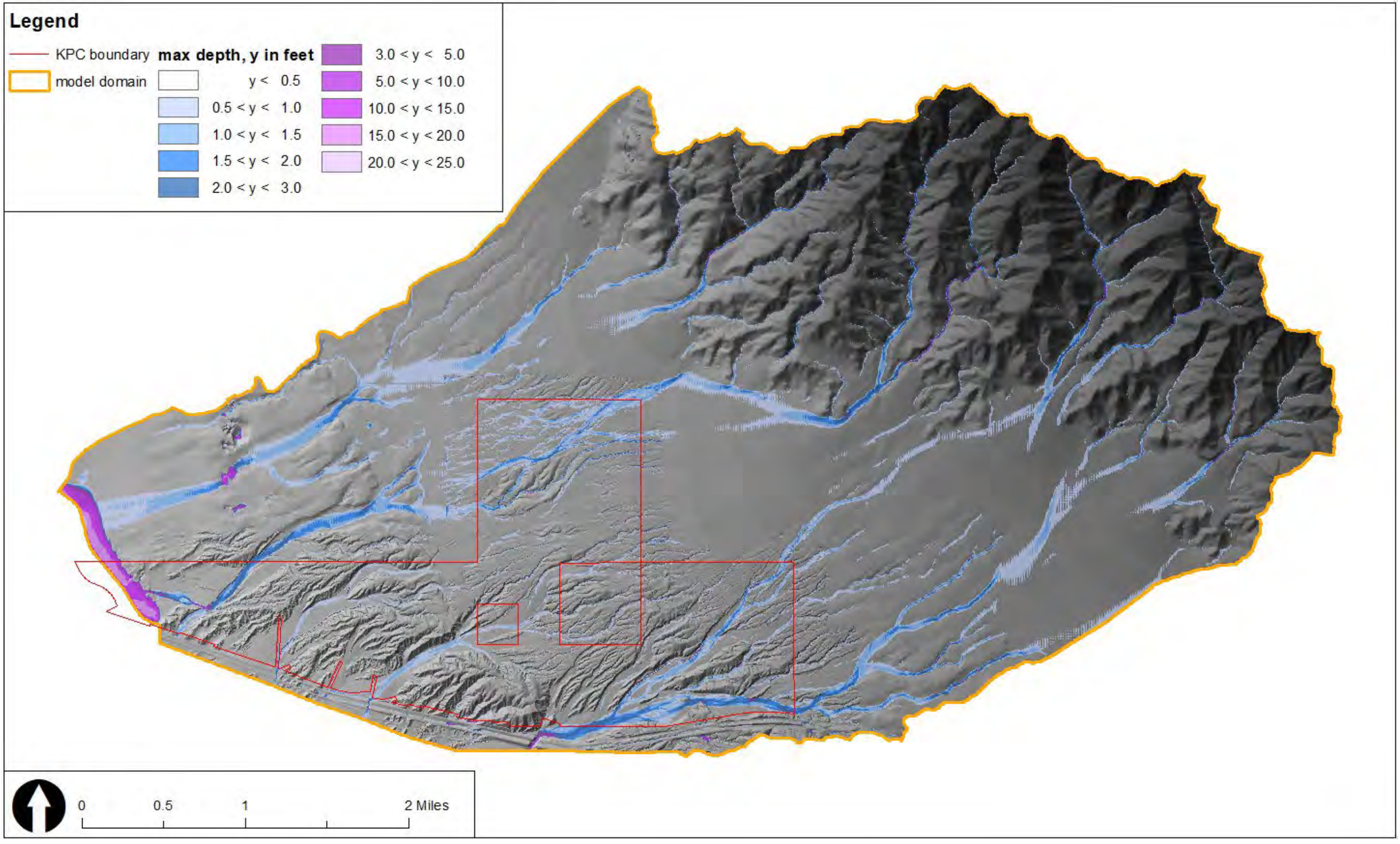


Figure 4-3. Baseline watershed conditions 1-percent annual chance maximum flood depths on relief



APPENDIX C

PLANT SPECIES OBSERVED AND WETLAND INDICATOR STATUS WITHIN PROJECT SURVEY AREA

Family	Scientific Name	Common Name	National Wetland Plant List Indicator Status
Amaranthaceae	*Tidestromia suffruticosa* var. *oblongifolia*	Salton Sea honeysweet	*NL*
Apocynaceae	*Asclepias subulata*	rush milkweed	*NL*
Apocynaceae	*Funastrum hirtellum*	trailing townula	*NL*
Arecaceae	*Phoenix dactylifera**	edible date palm	*NL*
Asteraceae	*Ambrosia dumosa*	white bur-sage	*NL*
Asteraceae	*Ambrosia salsola* var. *salsola*	cheesebush	*NL*
Asteraceae	*Bebbia juncea* var. *aspera*	rush sweetbush	*NL*
Asteraceae	*Chaenactis carphoclinia* var. *carphoclinia*	pebble pincushion	*NL*
Asteraceae	*Encelia farinosa*	brittlebush	*NL*
Asteraceae	*Geraea canescens*	desert sunflower	*NL*
Asteraceae	*Isocoma acradenia* var. *bracteosa*	bracted alkali goldenbush	*FACU*
Asteraceae	*Lactuca serriola**	prickly lettuce	*FACU*
Asteraceae	*Monoptilon bellioides*	Mohave Desert star	*NL*
Asteraceae	*Palafoxia arida* var. *arida*	desert Spanish-Needle	*NL*
Asteraceae	*Peucephyllum schottii*	pigmy-cedar	*NL*
Boraginaceae	*Cryptantha barbigera*	bearded cryptantha	*NL*
Boraginaceae	*Cryptantha maritima*	white-hair cryptantha	*NL*
Brassicaceae	*Brassica tournefortii**	Sahara mustard	*NL*
Brassicaceae	*Lepidium lasiocarpum* ssp. *lasiocarpum*	sand peppergrass	*NL*
Brassicaceae	*Sisymbrium irio**	London rocket	*NL*
Cactaceae	*Cylindropuntia bigelovii*	teddy-bear cholla	*NL*
Cactaceae	*Cylindropuntia ramosissima*	diamond cholla	*NL*
Cactaceae	*Ferocactus cylindraceus*	California barrel cactus	*NL*
Cactaceae	*Opuntia basilaris* var. *basilaris*	beavertail cactus	*NL*
Caryophyllaceae	*Achyronychia cooperi*	onyx flower	*NL*
Chenopodiaceae	*Atriplex canescens*	four-wing saltbush	*NL*
Chenopodiaceae	*Atriplex hymenelytra*	desert-holly	*NL*
Chenopodiaceae	*Atriplex polycarpa*	many-fruit saltbush	*NL*
Chenopodiaceae	*Chenopodium murale**	nettle-leaf goosefoot	*FACU*

Cleomaceae	*Peritoma arborea* var. *angustata*	desert bladderpod	*NL*
Cucurbitaceae	*Brandegea bigelovii*	desert star vine	*NL*
Ehretiaceae	*Tiquilia plicata*	plicate tiquilia	*NL*
Euphorbiaceae	*Croton californicus*	California croton	*NL*
Euphorbiaceae	*Ditaxis lanceolata*	desert silverbush	*NL*
Euphorbiaceae	*Euphorbia peplus**	petty spurge	*NL*
Fabaceae	*Hoffmannseggia microphylla*	desert bird-of-paradise	*NL*
Fabaceae	*Lupinus concinnus*	bajada lupine	*NL*
Fabaceae	*Parkinsonia florida*	blue palo verde	*NL*
Fabaceae	*Prosopis glandulosa* var. *glandulosa*	mesquite	*FACU*
Fabaceae	*Psorothamnus arborescens*	California dalea	*FACU*
Fabaceae	*Psorothamnus emoryi* var. *emoryi*	white dalea	*NL*
Fabaceae	*Psorothamnus schottii*	indigo bush	*NL*
Fabaceae	*Psorothamnus spinosus*	smoke tree	*NL*
Fabaceae	*Senegalia greggii*	catclaw acacia	*FACU*
Fouquieriaceae	*Fouquieria splendens* ssp. *splendens*	ocotillo	*NL*
Hydrophyllaceae	*Emmenanthe penduliflora* var. *penduliflora*	whispering bells	*NL*
Hydrophyllaceae	*Phacelia crenulata*	notch-leaf phacelia	*NL*
Krameriaceae	*Krameria bicolor*	white rhatany	*NL*
Lamiaceae	*Condea emoryi*	desert-lavender	*NL*
Lamiaceae	*Salvia columbariae*	chia	*NL*
Loasaceae	*Mentzelia involucrata*	sand blazing star	*NL*
Loasaceae	*Petalonyx thurberi* ssp. *thurberi*	Thurber's sandpaper plant	*NL*
Malvaceae	*Eremalche rotundifolia*	desert five-spot	*NL*
Malvaceae	*Hibiscus denudatus*	rock hibiscus	*NL*
Namaceae	*Nama demissa*	purple mat	*NL*
Nyctaginaceae	*Abronia villosa* var. *villosa*	desert sand-verbena	*NL*
Nyctaginaceae	*Allionia incarnata* var. *villosa*	hairy trailing windmills	*NL*
Nyctaginaceae	*Mirabilis laevis* var. *villosa*	hairy wishbone plant	*NL*
Onagraceae	*Chylismia brevipes*	yellow cups	*NL*
Onagraceae	*Chylismia claviformis*	clavate fruited primrose	*NL*
Onagraceae	*Eremothera boothii*	Booth's sun cup	*NL*

Onagraceae	*Eulobus californicus*	false-mustard	*NL*
Papaveraceae	*Eschscholzia mintifolra*	pygmy gold-poppy	*NL*
Plantaginaceae	*Plantago ovata var. fastigiata*	woolly plantain	*FACU*
Poaceae	*Aristida adscensionis*	six-weeks three-awn	*NL*
Poaceae	*Phalaris minor**	little-seed canary grass	*NL*
Poaceae	*Schismus barbatus**	Mediterranean schismus	*NL*
Polemoniaceae	*Aliciella latifolia ssp. latifolia*	broad-leaf gilia	*NL*
Polemoniaceae	*Eriastrum eremicum ssp. eremicum*	desert woolly-star	*NL*
Polemoniaceae	*Langloisia setosissima ssp. setosissima*	bristly langloisia	*NL*
Polemoniaceae	*Loeseliastrum schottii*	Schott's calico	*NL*
Polygonaceae	*Chorizanthe brevicornu var. brevicornu*	brittle spineflower	*NL*
Polygonaceae	*Chorizanthe rigida*	rigid spineflower	*NL*
Polygonaceae	*Eriogonum inflatum*	desert trumpet	*NL*
Polygonaceae	*Eriogonum thomasii*	Thomas's buckwheat	*NL*
Resedaceae	*Oligomeris linifolia*	narrow-leaf oligomeris	*NL*
Solanaceae	*Datura wrightii*	western jimson weed	*UPL*
Solanaceae	*Nicotiana quadrivalvis*	Indian tobacco	*FACU*
Solanaceae	*Physalis crassifolia*	greene's ground-cherry	*NL*
Tamaricaceae	*Tamarix ramosissima*+*	saltcedar	*NL*
Viscaceae	*Phoradendron californicum*	desert mistletoe	*NL*
Zygophyllaceae	*Fagonia laevis*	California fagonia	*NL*
Zygophyllaceae	*Larrea tridentata*	creosote bush	*NL*

**: Non-native species*
+: Saltcedar is understood to hybridize and function similar to five-stamen tamarisk (Tamarix chinensis; FAC); therefore, saltcedar was treated as a FAC species in determining hydrophytic vegetation indicators.

FAC: Facultative
FACU: Facultative Upland
NL: Not Listed
UPL: Upland

APPENDIX D

NRCS WETS TABLE

Appendix D. NRCS WETS Table

KPC Coachella Project Jurisdictional Delineation

WETS Station: INDIO FIRE STATION, CA

Requested years: 1988 - 2019

Month	Avg Max Temp (°F)	Avg Min Temp (°F)	Avg Mean Temp (°F)	Avg Precip (inch[es])	30% chance precip less than (inch[es])	30% chance precip more than (inch[es])	Avg number days precip 0.10 inch or more	Avg Snowfall (inch[es])
Jan	71.7	45.4	58.6	0.67	0.00	0.56	2	-
Feb	75.6	49.2	62.4	0.36	0.00	0.34	1	-
Mar	82.1	55.9	69.0	0.18	0.00	0.12	0	-
Apr	87.6	61.4	74.5	0.04	0.00	0.00	0	-
May	94.2	67.6	80.9	0.02	0.00	0.00	0	-
Jun	102.9	74.7	88.8	0.01	0.00	0.00	0	0.0
Jul	106.9	81.0	94.0	0.05	0.00	0.04	0	0.0
Aug	106.5	81.3	93.9	0.16	0.00	0.00	0	-
Sep	101.9	75.0	88.4	0.11	0.00	0.14	0	-
Oct	92.0	64.2	78.1	0.11	0.00	0.08	0	-
Nov	79.1	51.9	65.5	0.10	0.00	0.12	0	-
Dec	70.5	44.2	57.3	0.38	0.00	0.28	1	0.0
Annual	-	-	-	-	-	-	-	-
Average	89.3	62.7	76.0	-	-	-	-	-
Total	-	-	-	2.18	-	-	5	-

GROWING SEASON DATES

Years with missing data:	24 deg = 15	28 deg = 16	32 deg = 17
Years with no occurrence:	24 deg = 17	28 deg = 14	32 deg = 10
Data years used:	24 deg = 17	28 deg = 16	32 deg = 15
Probability	24 F or higher	28 F or higher	32 F or higher
50 percent*	Insufficient data	Insufficient data	Insufficient data
70 percent*	Insufficient data	Insufficient data	Insufficient data

*Percentage chance of the growing season occurring at the Beginning and Ending dates.

APPENDIX E

ARID WEST WETLAND DELINEATION DATA FORMS AND EPHEMERAL AND INTERMITTENT STREAMS ORDINARY HIGH WATER MARK (OHWM) DATASHEETS

WETLAND DETERMINATION DATA FORM – Arid West Region

Project/Site: KPC Coachella City/County: Coachella Valley/Riverside Sampling Date: 5/08/2019

Applicant/Owner: JDP Development State: CA Sampling Point: 1

Investigator(s): Sarah Krejca, Shanti Santulli, Emily Trevino Section, Township, Range: T 5S, R 8E, S 24-28; T 5S, R 9E, S 30

Landform (hillslope, terrace, etc.): disturbed depression Local relief (concave, convex, none): concave Slope (%): 0-1

Subregion (LRR): LRR-D Lat: 33.710345 Long: -116.146570 Datum: WGS 1984

Soil Map Unit Name: Borrow pits NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No ____ (If no, explain in Remarks.)

Are Vegetation ✔, Soil ✔, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No ✔	**Is the Sampled Area within a Wetland?** **Yes** ____ **No** ✔
Hydric Soil Present?	Yes ____	No ✔	
Wetland Hydrology Present?	Yes ✔	No ____	

Remarks:

Highly disturbed depressional area that sits at base of levee. Flows from surrounding ephemeral washes collect and sit in this general area, based on review of aerial photos.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 10')	Absolute % Cover	Dominant Species?	Indicator Status
1. N/A			
2.			
3.			
4.			
	____ = Total Cover		
Sapling/Shrub Stratum (Plot size: 10')			
1. N/A			
2.			
3.			
4.			
5.			
	____ = Total Cover		
Herb Stratum (Plot size: 10')			
1. Chenopodium murale	20	Y	FACU
2. Parkinsonia florida	15	Y	NL
3. Sisymbrium irio	10	Y	NL
4.			
5.			
6.			
7.			
8.			
	45 = Total Cover		
Woody Vine Stratum (Plot size: 10')			
1. N/A			
2.			
	____ = Total Cover		

% Bare Ground in Herb Stratum 55 % Cover of Biotic Crust N/A

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species		x 1 =	
FACW species		x 2 =	
FAC species		x 3 =	
FACU species	20	x 4 =	80
UPL species	25	x 5 =	125
Column Totals:	45 (A)		205 (B)

Prevalence Index = B/A = 4.6

Hydrophytic Vegetation Indicators:

___ Dominance Test is >50%

___ Prevalence Index is ≤3.0[1]

___ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ____ **No** ✔

Remarks:

No hydrophytic vegetation present. Evidence of tire tracks/disturbance.

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-20	10YR 3/2	100	N/A				clay loam	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

___ Histosol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5) (**LRR C**)
___ 1 cm Muck (A9) (**LRR D**)
___ Depleted Below Dark Surface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Loamy Mucky Mineral (F1)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)
___ Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

___ 1 cm Muck (A9) (**LRR C**)
___ 2 cm Muck (A10) (**LRR B**)
___ Reduced Vertic (F18)
___ Red Parent Material (TF2)
___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: N/A

Depth (inches): _____

Hydric Soil Present? **Yes** _____ **No** ✔

Remarks:

Uniform, no redox features present. Extremely dry soils; used spray bottle to moisten soils and record soil color.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

___ Surface Water (A1)
___ High Water Table (A2)
___ Saturation (A3)
___ Water Marks (B1) (**Nonriverine**)
___ Sediment Deposits (B2) (**Nonriverine**)
___ Drift Deposits (B3) (**Nonriverine**)
✔ Surface Soil Cracks (B6)
___ Inundation Visible on Aerial Imagery (B7)
___ Water-Stained Leaves (B9)
___ Salt Crust (B11)
___ Biotic Crust (B12)
___ Aquatic Invertebrates (B13)
___ Hydrogen Sulfide Odor (C1)
___ Oxidized Rhizospheres along Living Roots (C3)
___ Presence of Reduced Iron (C4)
___ Recent Iron Reduction in Tilled Soils (C6)
___ Thin Muck Surface (C7)
___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

___ Water Marks (B1) (**Riverine**)
___ Sediment Deposits (B2) (**Riverine**)
___ Drift Deposits (B3) (**Riverine**)
___ Drainage Patterns (B10)
___ Dry-Season Water Table (C2)
___ Crayfish Burrows (C8)
___ Saturation Visible on Aerial Imagery (C9)
___ Shallow Aquitard (D3)
___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? **Yes** ✔ **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Shallow soil surface cracks in highly disturbed depressional area that sits at base of levee. No secondary indicators. Area does not appear to pond enough to create wetland conditions.

WETLAND DETERMINATION DATA FORM – Arid West Region

Project/Site: KPC Coachella City/County: Coachella Valley/Riverside Sampling Date: 5/10/2019

Applicant/Owner: JDP Development State: CA Sampling Point: 2

Investigator(s): Sarah Krejca, Shanti Santulli, Emily Trevino Section, Township, Range: T 5S, R 8E, S 24-28; T 5S, R 9E, S 30

Landform (hillslope, terrace, etc.): disturbed drainage Local relief (concave, convex, none): concave Slope (%): 5

Subregion (LRR): LRR-D Lat: 33.712861 Long: -116.148010 Datum: WGS 1984

Soil Map Unit Name: Borrow pits NWI classification: shrub wetland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No ____ (If no, explain in Remarks.)

Are Vegetation ✔, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ✔	No ____	**Is the Sampled Area within a Wetland?** **Yes** ____ **No** ✔
Hydric Soil Present?	Yes ____	No ✔	
Wetland Hydrology Present?	Yes ____	No ✔	

Remarks:

Tamarix sp. dominated drainage; hydrology appears to be from an upstream stormdrain outfall which appeared damaged.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 10')	Absolute % Cover	Dominant Species?	Indicator Status
1. Tamarix sp.	20	Y	FAC
2.			
3.			
4.			
	20 = Total Cover		

Sapling/Shrub Stratum (Plot size: 10')			
1. N/A			
2.			
3.			
4.			
5.			
	= Total Cover		

Herb Stratum (Plot size: 10')			
1. N/A			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
	= Total Cover		

Woody Vine Stratum (Plot size: 10')			
1. N/A			
2.			
	= Total Cover		

% Bare Ground in Herb Stratum 15 % Cover of Biotic Crust N/A

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species ____	x 1 = ____
FACW species ____	x 2 = ____
FAC species ____	x 3 = ____
FACU species ____	x 4 = ____
UPL species ____	x 5 = ____
Column Totals: ____ (A)	____ (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

✔ Dominance Test is >50%

___ Prevalence Index is ≤3.0[1]

___ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ✔ **No** ____

Remarks:

Tamarix sp. likely Tamarix ramosissima (NL) but functioning similar to Tamarix chinensis (FAC). Dead Tamarix sp. drift abundant. Whole sample plot composed of dead/diedback Tamarix sp. not included in absolute cover. Cryptantha sp. present but not present at [illegible]e.

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox %	Type[1]	Loc[2]	Texture	Remarks
0-20	10 YR 4/2	100	N/A				LS	loamy sand

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

___ Histosol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5) (**LRR C**)
___ 1 cm Muck (A9) (**LRR D**)
___ Depleted Below Dark Surface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Loamy Mucky Mineral (F1)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)
___ Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

___ 1 cm Muck (A9) (**LRR C**)
___ 2 cm Muck (A10) (**LRR B**)
___ Reduced Vertic (F18)
___ Red Parent Material (TF2)
___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: N/A

Depth (inches): _____

Hydric Soil Present? **Yes** _____ **No** ✔

Remarks:

Soil uniform throughout. No indicators of hydric soil.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

___ Surface Water (A1)
___ High Water Table (A2)
___ Saturation (A3)
___ Water Marks (B1) (**Nonriverine**)
___ Sediment Deposits (B2) (**Nonriverine**)
___ Drift Deposits (B3) (**Nonriverine**)
___ Surface Soil Cracks (B6)
___ Inundation Visible on Aerial Imagery (B7)
___ Water-Stained Leaves (B9)
___ Salt Crust (B11)
___ Biotic Crust (B12)
___ Aquatic Invertebrates (B13)
___ Hydrogen Sulfide Odor (C1)
___ Oxidized Rhizospheres along Living Roots (C3)
___ Presence of Reduced Iron (C4)
___ Recent Iron Reduction in Tilled Soils (C6)
___ Thin Muck Surface (C7)
___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

___ Water Marks (B1) (**Riverine**)
___ Sediment Deposits (B2) (**Riverine**)
✔ Drift Deposits (B3) (**Riverine**)
___ Drainage Patterns (B10)
___ Dry-Season Water Table (C2)
___ Crayfish Burrows (C8)
___ Saturation Visible on Aerial Imagery (C9)
___ Shallow Aquitard (D3)
___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No ✔ Depth (inches): _____

Water Table Present? Yes _____ No ✔ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No ✔ Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Heavy presence of dead Tamarix sp. drift. Only 1 secondary hydrology indicator observed.

Arid West Ephemeral and Intermittent Streams OHWM Datasheet

Project: KPC Coachella
Project Number:
Stream: OHWM 1
Investigator(s): Sarah Krejca, Shanti Santulli, Emily Trevino

Date: 5/07/2019
Town: Coachella Valley
Photo begin file#:

Time: 1258
State: CA
Photo end file#:

Y ☑ / N ☐ Do normal circumstances exist on the site?

Y ☐ / N ☑ Is the site significantly disturbed?

Location Details:
Foothills of Little San Bernardino Mountains

Projection:
Datum: WGS 1984
Coordinates: See below

Potential anthropogenic influences on the channel system:
Flows on site are confined or redirected by several manmade berms throughout site.

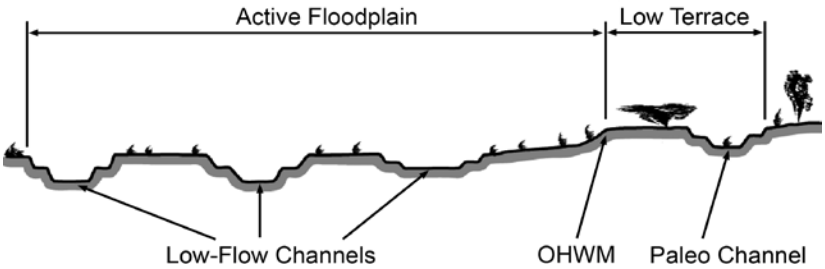
Brief site description:
Receives surface flows from higher elevation, foothills

Checklist of resources (if available):

- ☑ Aerial photography
  Dates:
- ☑ Topographic maps
- ☐ Geologic maps
- ☑ Vegetation maps
- ☑ Soils maps
- ☐ Rainfall/precipitation maps
- ☐ Existing delineation(s) for site
- ☑ Global positioning system (GPS)
- ☑ Other studies

- ☐ Stream gage data
  Gage number:
  Period of record:
  - ☐ History of recent effective discharges
  - ☐ Results of flood frequency analysis
  - ☐ Most recent shift-adjusted rating
  - ☐ Gage heights for 2-, 5-, 10-, and 25-year events and the most recent event exceeding a 5-year event

Hydrogeomorphic Floodplain Units

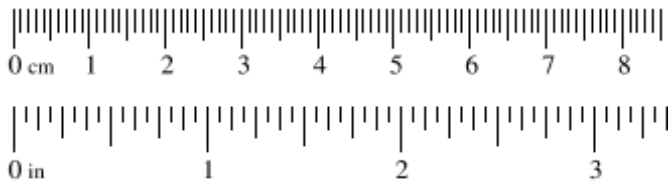


Procedure for identifying and characterizing the floodplain units to assist in identifying the OHWM:

1. Walk the channel and floodplain within the study area to get an impression of the geomorphology and vegetation present at the site.
2. Select a representative cross section across the channel. Draw the cross section and label the floodplain units.
3. Determine a point on the cross section that is characteristic of one of the hydrogeomorphic floodplain units.
   a) Record the floodplain unit and GPS position.
   b) Describe the sediment texture (using the Wentworth class size) and the vegetation characteristics of the floodplain unit.
   c) Identify any indicators present at the location.
4. Repeat for other points in different hydrogeomorphic floodplain units across the cross section.
5. Identify the OHWM and record the indicators. Record the OHWM position via:
   - ☑ Mapping on aerial photograph
   - ☐ Digitized on computer
   - ☑ GPS
   - ☐ Other:

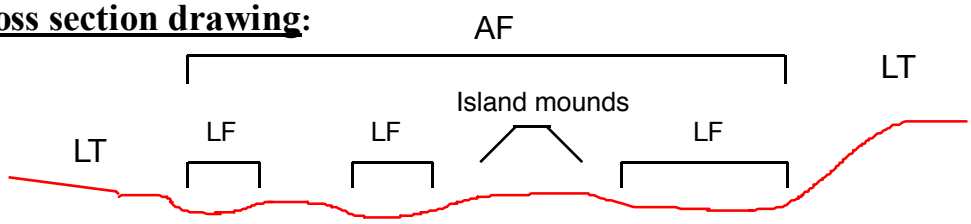
Wentworth Size Classes

Inches (in)		Millimeters (mm)	Wentworth size class	
	10.08	256	Boulder	Gravel
	2.56	64	Cobble	
	0.157	4	Pebble	
	0.079	2.00	Granule	
	0.039	1.00	Very coarse sand	Sand
	0.020	0.50	Coarse sand	
1/2	0.0098	0.25	Medium sand	
1/4	0.005	0.125	Fine sand	
1/8	0.0025	0.0625	Very fine sand	
1/16	0.0012	0.031	Coarse silt	Silt
1/32	0.00061	0.0156	Medium silt	
1/64	0.00031	0.0078	Fine silt	
1/128	0.00015	0.0039	Very fine silt	
			Clay	Mud



Project ID: KPC Coachella **Cross section ID:** OHWM 1 **Date:** 5/07/2019 **Time:** 1258

Cross section drawing:



OHWM

GPS point: 33.702525, -116.121639

Indicators:

- ☑ Change in average sediment texture
- ☑ Change in vegetation species
- ☑ Change in vegetation cover
- ☑ Break in bank slope
- ☐ Other: _____
- ☐ Other: _____

Comments:
Several low-flow channels ranging from 2 to 5 feet within 20-foot wide active floodplain. Small islands interspersed but seem to have flows present within.

Floodplain unit:

☑ Low-Flow Channel ☐ Active Floodplain ☐ Low Terrace

GPS point: Just below OHWM

Characteristics of the floodplain unit:

Average sediment texture: medium sand

Total veg cover: 0 % Tree: 0 % Shrub: 0 % Herb: 0 %

Community successional stage:

- ☑ NA
- ☐ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:
Low-flow channels range from 2 to 5 feet and dispersed throughout.

Project ID: KPC Coachella **Cross section ID:** OHWM 1 **Date:** 5/07/2019 **Time:** 1258

Floodplain unit: ☐ Low-Flow Channel ☑ Active Floodplain ☐ Low Terrace

GPS point: At OHWM

Characteristics of the floodplain unit:

Average sediment texture: coarse sand

Total veg cover: 35 % Tree: 0 % Shrub: 25 % Herb: 10 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☑ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☑ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:

20-foot wide active floodplain; coarse sand with pebbles and cobbles interspersed. Vegetation dominated by Chaenactis carphoclinia var. carphoclinia, Ambrosia dumosa, and Plantago ovata var. fastigiata. Island mounds present within active floodplain.

Floodplain unit: ☐ Low-Flow Channel ☐ Active Floodplain ☑ Low Terrace

GPS point: Just above OHWM

Characteristics of the floodplain unit:

Average sediment texture: pebble

Total veg cover: 50 % Tree: 0 % Shrub: 10 % Herb: 40 %

Community successional stage:

- ☐ NA
- ☐ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☑ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☑ Soil development
- ☑ Surface relief
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Comments:

Very compacted soil; pebble with larger rocks and cobbles. Vegetation dominated by Larrea tridentata.

Arid West Ephemeral and Intermittent Streams OHWM Datasheet

Project: KPC Coachella
Project Number:
Stream: OHWM 2
Investigator(s): Sarah Krejca, Shanti Santulli, Emily Trevino

Date: 5/08/2019
Town: Coachella Valley
Photo begin file#:

Time: 0837
State: CA
Photo end file#:

Y ☑ / N ☐ Do normal circumstances exist on the site?

Y ☐ / N ☑ Is the site significantly disturbed?

Location Details:
Foothills of Little San Bernardino Mountains

Projection:
Datum: WGS 1984
Coordinates: See below

Potential anthropogenic influences on the channel system:
Flows on site are confined or redirected by several manmade berms throughout site.

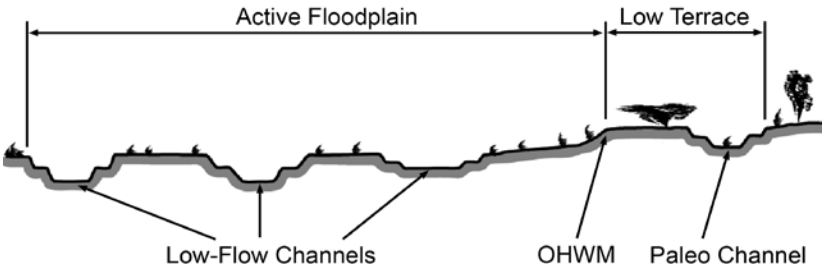
Brief site description:
Receives surface flows from higher elevation, foothills

Checklist of resources (if available):

- ☑ Aerial photography
  Dates:
- ☑ Topographic maps
- ☐ Geologic maps
- ☑ Vegetation maps
- ☑ Soils maps
- ☐ Rainfall/precipitation maps
- ☐ Existing delineation(s) for site
- ☑ Global positioning system (GPS)
- ☑ Other studies

- ☐ Stream gage data
  Gage number:
  Period of record:
  - ☐ History of recent effective discharges
  - ☐ Results of flood frequency analysis
  - ☐ Most recent shift-adjusted rating
  - ☐ Gage heights for 2-, 5-, 10-, and 25-year events and the most recent event exceeding a 5-year event

Hydrogeomorphic Floodplain Units

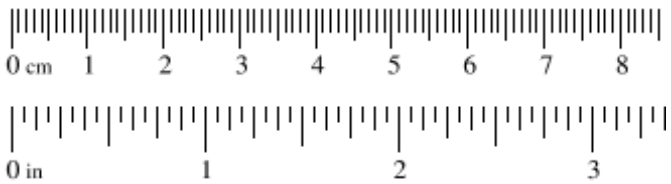


Procedure for identifying and characterizing the floodplain units to assist in identifying the OHWM:

1. Walk the channel and floodplain within the study area to get an impression of the geomorphology and vegetation present at the site.
2. Select a representative cross section across the channel. Draw the cross section and label the floodplain units.
3. Determine a point on the cross section that is characteristic of one of the hydrogeomorphic floodplain units.
   a) Record the floodplain unit and GPS position.
   b) Describe the sediment texture (using the Wentworth class size) and the vegetation characteristics of the floodplain unit.
   c) Identify any indicators present at the location.
4. Repeat for other points in different hydrogeomorphic floodplain units across the cross section.
5. Identify the OHWM and record the indicators. Record the OHWM position via:
   - ☑ Mapping on aerial photograph
   - ☐ Digitized on computer
   - ☑ GPS
   - ☐ Other:

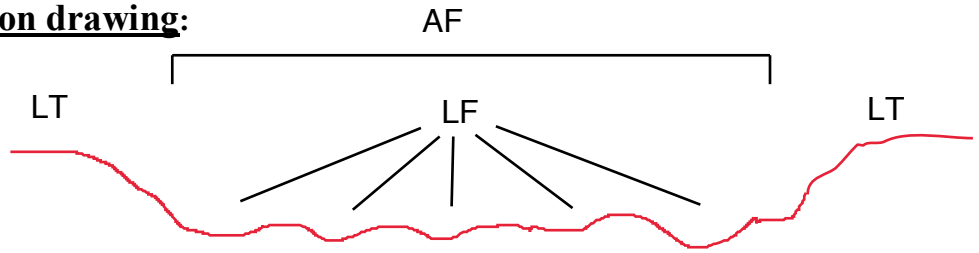
Wentworth Size Classes

Inches (in)		Millimeters (mm)	Wentworth size class	
	10.08	256	Boulder	Gravel
	2.56	64	Cobble	
	0.157	4	Pebble	
	0.079	2.00	Granule	
	0.039	1.00	Very coarse sand	Sand
	0.020	0.50	Coarse sand	
1/2	0.0098	0.25	Medium sand	
1/4	0.005	0.125	Fine sand	
1/8	0.0025	0.0625	Very fine sand	
1/16	0.0012	0.031	Coarse silt	Silt
1/32	0.00061	0.0156	Medium silt	
1/64	0.00031	0.0078	Fine silt	
1/128	0.00015	0.0039	Very fine silt	
			Clay	Mud



Project ID: KPC Coachella **Cross section ID:** OHWM 2 **Date:** 5/08/2019 **Time:** 0837

Cross section drawing:



OHWM

GPS point: 33.711963, -116.143138

Indicators:

- [x] Change in average sediment texture
- [x] Change in vegetation species
- [x] Change in vegetation cover
- [x] Break in bank slope
- [ ] Other: _____
- [ ] Other: _____

Comments:
Large system with range of low-flow channels from 2 to 6 feet within 183-foot active floodplain.

Floodplain unit:

- [x] Low-Flow Channel
- [ ] Active Floodplain
- [ ] Low Terrace

GPS point: Just below OHWM

Characteristics of the floodplain unit:

Average sediment texture: coarse sand

Total veg cover: 2 % Tree: 0 % Shrub: 0 % Herb: 2 %

Community successional stage:

- [ ] NA
- [x] Early (herbaceous & seedlings)
- [ ] Mid (herbaceous, shrubs, saplings)
- [ ] Late (herbaceous, shrubs, mature trees)

Indicators:

- [ ] Mudcracks
- [ ] Ripples
- [ ] Drift and/or debris
- [ ] Presence of bed and bank
- [ ] Benches
- [ ] Soil development
- [ ] Surface relief
- [x] Other: change in sediment texture
- [x] Other: undulations in sand
- [ ] Other: _____

Comments:
Low-flow channels range from 2 to 6 feet. Vegetation dominated by Chaenactis carphclinia var. carphoclinia and Plantago ovata var. fastigiata.

Project ID: KPC Coachella **Cross section ID:** OHWM 2 **Date:** 5/08/2019 **Time:** 0837

Floodplain unit: ☐ Low-Flow Channel ☑ Active Floodplain ☐ Low Terrace

GPS point: At OHWM

Characteristics of the floodplain unit:

Average sediment texture: pebble

Total veg cover: 40 % Tree: 5 % Shrub: 0 % Herb: 35 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☑ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☑ Presence of bed and bank
- ☑ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:

183-foot wide active floodplain; pebble mixed with cobbles and fine silt. Vegetation dominated by Parkinsonia florida.

Floodplain unit: ☐ Low-Flow Channel ☐ Active Floodplain ☑ Low Terrace

GPS point: Just above OHWM

Characteristics of the floodplain unit:

Average sediment texture: granule

Total veg cover: 60 % Tree: 0 % Shrub: 2 % Herb: 58 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☑ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☑ Soil development
- ☑ Surface relief
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Comments:

Vegetation dominated by Chaenactis carphoclinia var. carphoclinia and Psorothamnus spinosus.

Arid West Ephemeral and Intermittent Streams OHWM Datasheet

Project: KPC Coachella
Project Number:
Stream: OHWM 3
Investigator(s): Sarah Krejca, Shanti Santulli, Emily Trevino

Date: 5/08/2019
Town: Coachella Valley
Photo begin file#:

Time: 1145
State: CA
Photo end file#:

Y ☑ / N ☐ Do normal circumstances exist on the site?

Y ☐ / N ☑ Is the site significantly disturbed?

Location Details:
Foothills of Little San Bernardino Mountains

Projection:
Datum: WGS 1984
Coordinates: See below

Potential anthropogenic influences on the channel system:
Flows on site are confined or redirected by several manmade berms throughout site.

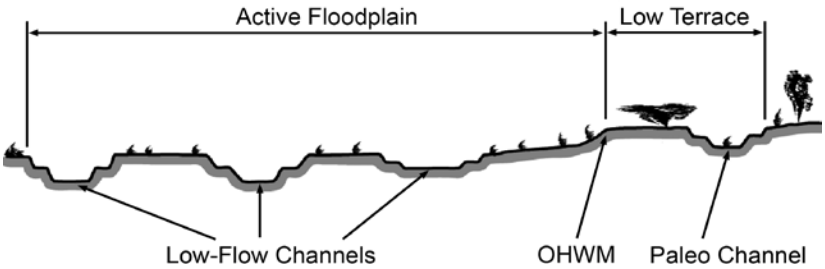
Brief site description:
Receives surface flows from higher elevation.

Checklist of resources (if available):

- ☑ Aerial photography
  Dates:
- ☑ Topographic maps
- ☐ Geologic maps
- ☑ Vegetation maps
- ☑ Soils maps
- ☐ Rainfall/precipitation maps
- ☐ Existing delineation(s) for site
- ☑ Global positioning system (GPS)
- ☑ Other studies

- ☐ Stream gage data
  Gage number:
  Period of record:
  - ☐ History of recent effective discharges
  - ☐ Results of flood frequency analysis
  - ☐ Most recent shift-adjusted rating
  - ☐ Gage heights for 2-, 5-, 10-, and 25-year events and the most recent event exceeding a 5-year event

Hydrogeomorphic Floodplain Units



Procedure for identifying and characterizing the floodplain units to assist in identifying the OHWM:

1. Walk the channel and floodplain within the study area to get an impression of the geomorphology and vegetation present at the site.
2. Select a representative cross section across the channel. Draw the cross section and label the floodplain units.
3. Determine a point on the cross section that is characteristic of one of the hydrogeomorphic floodplain units.
   a) Record the floodplain unit and GPS position.
   b) Describe the sediment texture (using the Wentworth class size) and the vegetation characteristics of the floodplain unit.
   c) Identify any indicators present at the location.
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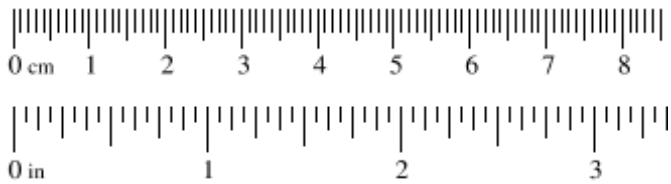
5. Identify the OHWM and record the indicators. Record the OHWM position via:
   - ☑ Mapping on aerial photograph
   - ☐ Digitized on computer
   - ☑ GPS
   - ☐ Other:

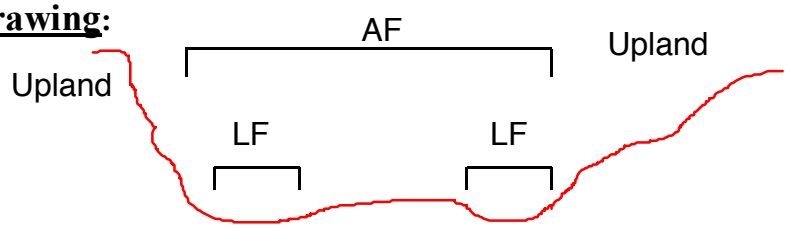
Wentworth Size Classes

Inches (in)		Millimeters (mm)	Wentworth size class	
	10.08	256	Boulder	Gravel
	2.56	64	Cobble	
	0.157	4	Pebble	
	0.079	2.00	Granule	
	0.039	1.00	Very coarse sand	Sand
	0.020	0.50	Coarse sand	
1/2	0.0098	0.25	Medium sand	
1/4	0.005	0.125	Fine sand	
1/8	0.0025	0.0625	Very fine sand	
1/16	0.0012	0.031	Coarse silt	Silt
1/32	0.00061	0.0156	Medium silt	
1/64	0.00031	0.0078	Fine silt	
1/128	0.00015	0.0039	Very fine silt	
			Clay	Mud



Project ID: KPC Coachella **Cross section ID:** OHWM 3 **Date:** 5/08/2019 **Time:** 1145

Cross section drawing:



OHWM

GPS point: 33.714063, -116.105813

Indicators:

- ☑ Change in average sediment texture
- ☑ Change in vegetation species
- ☑ Change in vegetation cover
- ☑ Break in bank slope
- ☐ Other: _____
- ☐ Other: _____

Comments:
Two braided 2-foot wide low-flow channels within 8-foot wide active floodplain. Steep adjacent slopes.

Floodplain unit:

☑ Low-Flow Channel ☐ Active Floodplain ☐ Low Terrace

GPS point: Just below OHWM

Characteristics of the floodplain unit:

Average sediment texture: granule

Total veg cover: 4 % Tree: 0 % Shrub: 0 % Herb: 4 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:
Two braided 2-foot wide low-flow channels; granules with boulders interspersed. Vegetation dominated by Plantago ovata var. fastigiata.

Project ID: KPC Coachella **Cross section ID:** OHWM 3 **Date:** 5/08/2019 **Time:** 1145

Floodplain unit: ☐ Low-Flow Channel ☑ Active Floodplain ☐ Low Terrace

GPS point: At OHWM

Characteristics of the floodplain unit:

Average sediment texture: cobble

Total veg cover: 45 % Tree: 0 % Shrub: 40 % Herb: 5 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☑ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☑ Presence of bed and bank
- ☑ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:

8-foot wide active floodplain; cobbles with granules interspersed. Vegetation dominated by Bebbia juncea var. aspera.

Floodplain unit: ☐ Low-Flow Channel ☐ Active Floodplain ☑ Low Terrace

GPS point: Above OHWM

Characteristics of the floodplain unit:

Average sediment texture: boulder

Total veg cover: 35 % Tree: 0 % Shrub: 2 % Herb: 33 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☑ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☑ Soil development
- ☑ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:

Low terrace defined as upland; boulders with cobbles and pebbles present. Vegetation dominated by Plantago ovata var. fastigiata and Larrea tridentata.

Arid West Ephemeral and Intermittent Streams OHWM Datasheet

Project: KPC Coachella
Project Number:
Stream: OHWM 4
Investigator(s): Sarah Krejca, Shanti Santulli, Emily Trevino

Date: 5/08/2019
Town: Coachella Valley
Photo begin file#:

Time: 1233
State: CA
Photo end file#:

Y ☑ / N ☐ Do normal circumstances exist on the site?

Y ☐ / N ☑ Is the site significantly disturbed?

Location Details:
Foothills of Little San Bernardino Mountains

Projection:
Datum: WGS 1984
Coordinates: See below

Potential anthropogenic influences on the channel system:
Flows on site are confined or redirected by several manmade berms throughout site.

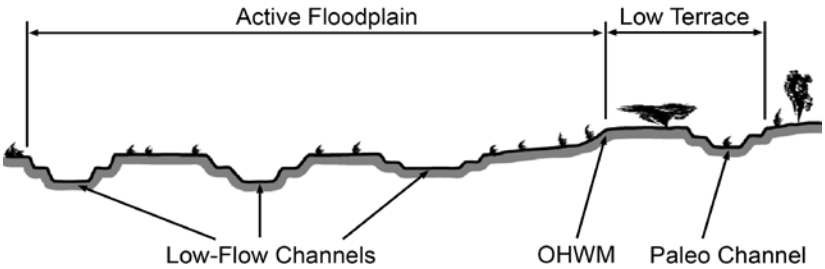
Brief site description:
Receives surface flows from higher elevation.

Checklist of resources (if available):

- ☑ Aerial photography
  Dates:
- ☑ Topographic maps
- ☐ Geologic maps
- ☑ Vegetation maps
- ☑ Soils maps
- ☐ Rainfall/precipitation maps
- ☐ Existing delineation(s) for site
- ☑ Global positioning system (GPS)
- ☑ Other studies

- ☐ Stream gage data
  Gage number:
  Period of record:
  - ☐ History of recent effective discharges
  - ☐ Results of flood frequency analysis
  - ☐ Most recent shift-adjusted rating
  - ☐ Gage heights for 2-, 5-, 10-, and 25-year events and the most recent event exceeding a 5-year event

Hydrogeomorphic Floodplain Units

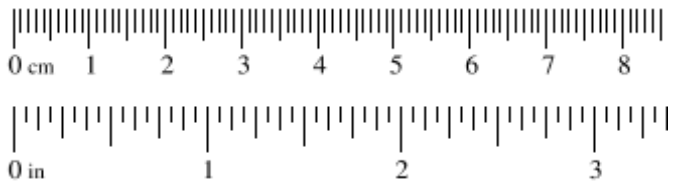


Procedure for identifying and characterizing the floodplain units to assist in identifying the OHWM:

1. Walk the channel and floodplain within the study area to get an impression of the geomorphology and vegetation present at the site.
2. Select a representative cross section across the channel. Draw the cross section and label the floodplain units.
3. Determine a point on the cross section that is characteristic of one of the hydrogeomorphic floodplain units.
   a) Record the floodplain unit and GPS position.
   b) Describe the sediment texture (using the Wentworth class size) and the vegetation characteristics of the floodplain unit.
   c) Identify any indicators present at the location.
4. Repeat for other points in different hydrogeomorphic floodplain units across the cross section.
5. Identify the OHWM and record the indicators. Record the OHWM position via:
   - ☑ Mapping on aerial photograph
   - ☐ Digitized on computer
   - ☑ GPS
   - ☐ Other:

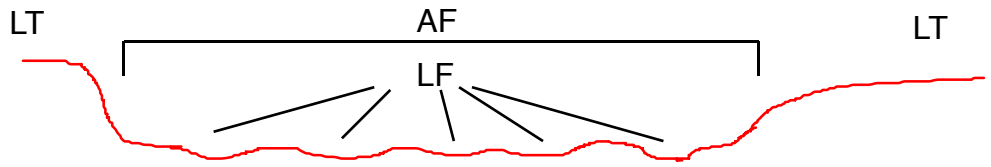
Wentworth Size Classes

Inches (in)		Millimeters (mm)	Wentworth size class	
	10.08	256	Boulder	Gravel
	2.56	64	Cobble	
	0.157	4	Pebble	
	0.079	2.00	Granule	
	0.039	1.00	Very coarse sand	Sand
	0.020	0.50	Coarse sand	
1/2	0.0098	0.25	Medium sand	
1/4	0.005	0.125	Fine sand	
1/8	0.0025	0.0625	Very fine sand	
1/16	0.0012	0.031	Coarse silt	Silt
1/32	0.00061	0.0156	Medium silt	
1/64	0.00031	0.0078	Fine silt	
1/128	0.00015	0.0039	Very fine silt	
			Clay	Mud



Project ID: KPC Coachella **Cross section ID:** OHWM 4 **Date:** 5/08/2019 **Time:** 1233

Cross section drawing:



OHWM

GPS point: 33.711963, -116.143138

Indicators:

- ☑ Change in average sediment texture
- ☑ Change in vegetation species
- ☑ Change in vegetation cover
- ☑ Break in bank slope
- ☐ Other: _____
- ☐ Other: _____

Comments:
Large system with range of low-flow channels from 2 to 6 feet within 100-foot active floodplain.

Floodplain unit:

☑ Low-Flow Channel ☐ Active Floodplain ☐ Low Terrace

GPS point: Just below OHWM

Characteristics of the floodplain unit:

Average sediment texture: coarse sand

Total veg cover: 2 % Tree: 0 % Shrub: 0 % Herb: 2 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☑ Other: undulations in sand
- ☐ Other: _____

Comments:
Low-flow channels range from 2 to 6 feet. Vegetation dominated by Chaenactis carphoclinia var. carphoclinia and Plantago ovata var. fastigiata.

Project ID: KPC Coachella **Cross section ID:** OHWM 4 **Date:** 5/08/2019 **Time:** 1233

Floodplain unit: ☐ Low-Flow Channel ☑ Active Floodplain ☐ Low Terrace

GPS point: At OHWM

Characteristics of the floodplain unit:

Average sediment texture: pebble

Total veg cover: 50 % Tree: 5 % Shrub: 30 % Herb: 15 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☑ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☑ Presence of bed and bank
- ☑ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:

100-foot wide active floodplain; pebble mixed with cobbles and fine silt. Vegetation dominated by Parkinsonia florida, Bebbia juncea, Ambrosia salsola var. salsola, Chaenactis carphoclinia var. carphoclinia, and Plantago ovata var. fastigiata.

Floodplain unit: ☐ Low-Flow Channel ☐ Active Floodplain ☑ Low Terrace

GPS point: Above OWHM

Characteristics of the floodplain unit:

Average sediment texture: granule

Total veg cover: 60 % Tree: 0 % Shrub: 5 % Herb: 55 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☑ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☑ Soil development
- ☑ Surface relief
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Comments:

Vegetation dominated by Chaenactis carphoclinia var. carphoclinia and Psorothamnus spinosus.

Arid West Ephemeral and Intermittent Streams OHWM Datasheet

Project: KPC Coachella
Project Number:
Stream: OHWM 5
Investigator(s): Sarah Krejca, Shanti Santulli, Emily Trevino

Date: 5/10/2019
Town: Coachella Valley
Photo begin file#:

Time: 0745
State: CA
Photo end file#:

Y ☑ / N ☐ Do normal circumstances exist on the site?

Y ☐ / N ☑ Is the site significantly disturbed?

Location Details:
Foothills of Little San Bernardino Mountains

Projection:
Datum: WGS 1984
Coordinates: See below

Potential anthropogenic influences on the channel system:
Flows on site are confined or redirected by several manmade berms throughout site.

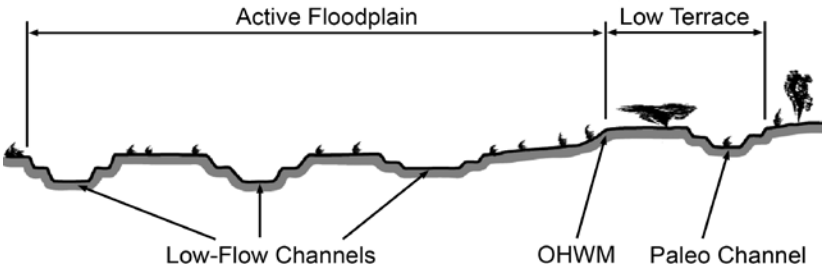
Brief site description:
Receives surface flows from higher elevation.

Checklist of resources (if available):

- ☑ Aerial photography
  Dates:
- ☑ Topographic maps
- ☐ Geologic maps
- ☑ Vegetation maps
- ☑ Soils maps
- ☐ Rainfall/precipitation maps
- ☐ Existing delineation(s) for site
- ☑ Global positioning system (GPS)
- ☑ Other studies

- ☐ Stream gage data
  Gage number:
  Period of record:
  - ☐ History of recent effective discharges
  - ☐ Results of flood frequency analysis
  - ☐ Most recent shift-adjusted rating
  - ☐ Gage heights for 2-, 5-, 10-, and 25-year events and the most recent event exceeding a 5-year event

Hydrogeomorphic Floodplain Units

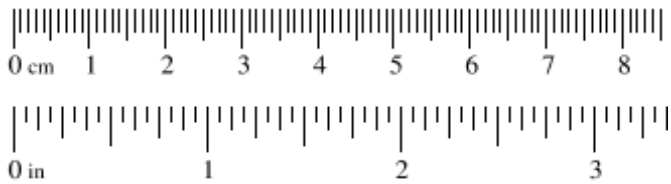


Procedure for identifying and characterizing the floodplain units to assist in identifying the OHWM:

1. Walk the channel and floodplain within the study area to get an impression of the geomorphology and vegetation present at the site.
2. Select a representative cross section across the channel. Draw the cross section and label the floodplain units.
3. Determine a point on the cross section that is characteristic of one of the hydrogeomorphic floodplain units.
   a) Record the floodplain unit and GPS position.
   b) Describe the sediment texture (using the Wentworth class size) and the vegetation characteristics of the floodplain unit.
   c) Identify any indicators present at the location.
4. Repeat for other points in different hydrogeomorphic floodplain units across the cross section.
5. Identify the OHWM and record the indicators. Record the OHWM position via:
   - ☑ Mapping on aerial photograph
   - ☐ Digitized on computer
   - ☑ GPS
   - ☐ Other:

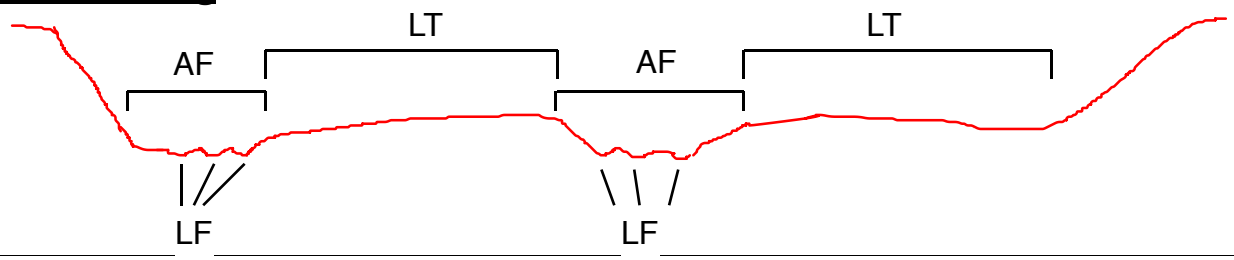
Wentworth Size Classes

Inches (in)		Millimeters (mm)	Wentworth size class	
	10.08	256	Boulder	Gravel
	2.56	64	Cobble	
	0.157	4	Pebble	
	0.079	2.00	Granule	
	0.039	1.00	Very coarse sand	Sand
	0.020	0.50	Coarse sand	
1/2	0.0098	0.25	Medium sand	
1/4	0.005	0.125	Fine sand	
1/8	0.0025	0.0625	Very fine sand	
1/16	0.0012	0.031	Coarse silt	Silt
1/32	0.00061	0.0156	Medium silt	
1/64	0.00031	0.0078	Fine silt	
1/128	0.00015	0.0039	Very fine silt	
			Clay	Mud



Project ID: KPC Coachella **Cross section ID:** OHWM 5 **Date:** 5/10/2019 **Time:** 0745

Cross section drawing:



OHWM

GPS point: 33.708038, -116.138406

Indicators:

- ☑ Change in average sediment texture
- ☑ Change in vegetation species
- ☑ Change in vegetation cover
- ☑ Break in bank slope
- ☐ Other: _____
- ☐ Other: _____

Comments:
2-foot wide braided low-flow channels within 15-foot wide active floodplains.

Floodplain unit: ☑ Low-Flow Channel ☐ Active Floodplain ☐ Low Terrace

GPS point: Just below OHWM

Characteristics of the floodplain unit:

Average sediment texture: very coarse sand

Total veg cover: 0 % Tree: 0 % Shrub: 0 % Herb: 0 %

Community successional stage:

- ☑ NA
- ☐ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☑ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: change in sediment texture
- ☐ Other: _____
- ☐ Other: _____

Comments:
2-foot wide braided low-flow channels; finer sediment than active floodplain.

Project ID: KPC Coachella **Cross section ID:** OHWM 5 **Date:** 5/10/2019 **Time:** 0745

Floodplain unit: ☐ Low-Flow Channel ☑ Active Floodplain ☐ Low Terrace

GPS point: At OHWM

Characteristics of the floodplain unit:

Average sediment texture: granule

Total veg cover: 10 % Tree: 0 % Shrub: 7 % Herb: 3 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☑ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☑ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☐ Surface relief
- ☑ Other: coarser sediment than LT
- ☐ Other: _____
- ☐ Other: _____

Comments:

15-foot wide active floodplains. Vegetation dominated by Plantago ovata var. fastigiata and Croton californicus.

Floodplain unit: ☐ Low-Flow Channel ☐ Active Floodplain ☑ Low Terrace

GPS point: Just above OHWM

Characteristics of the floodplain unit:

Average sediment texture: medium sand

Total veg cover: 50 % Tree: 0 % Shrub: 49 % Herb: 1 %

Community successional stage:

- ☐ NA
- ☑ Early (herbaceous & seedlings)
- ☑ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☐ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☑ Surface relief
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Comments:

Sheet flow area that does not appear to have active flows. Vegetation dominated by Cryptantha sp., Plantago ovata var. fastigiata, and Chaenactis carphoclinia var. carphoclinia.

APPENDIX F

RECENT AND HISTORIC AERIAL IMAGERY ANALYSIS

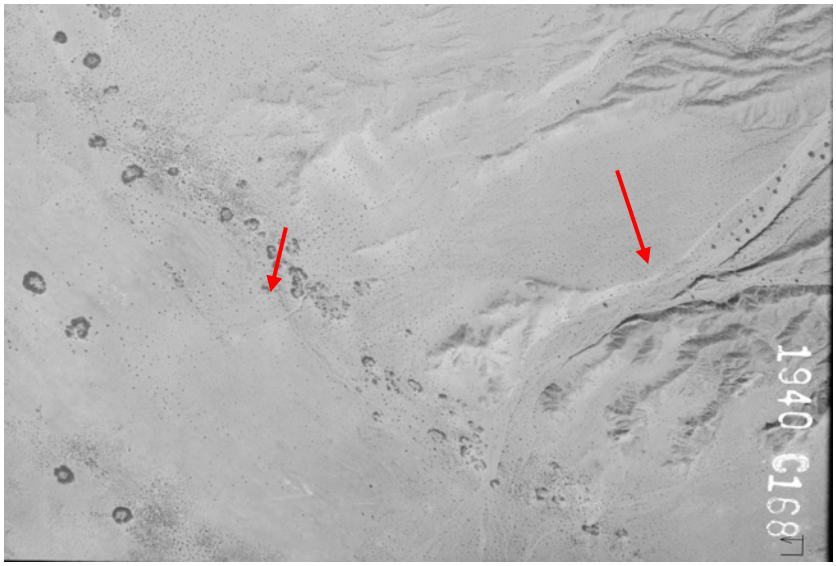
Appendix F – Recent and Historic Aerial Imagery Analysis

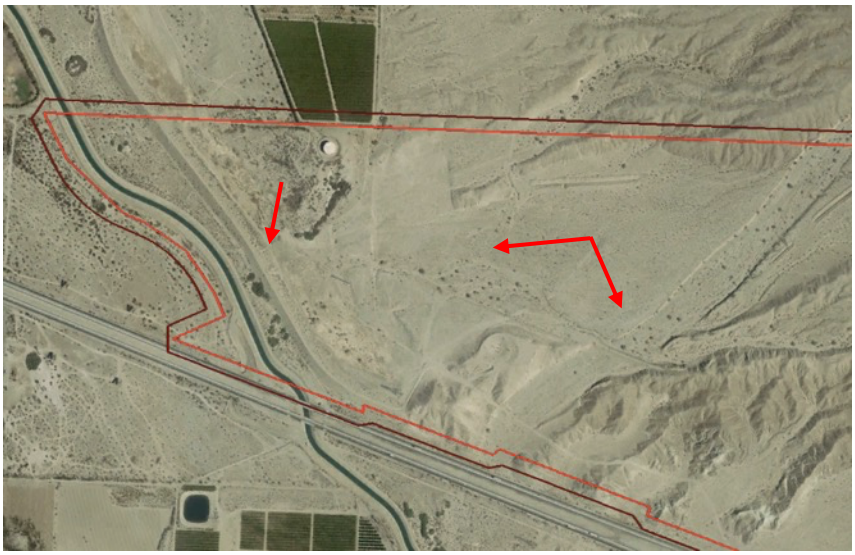
KPC Coachella Jurisdictional Delineation

Sources: Google Earth and University of California-Santa Barbara

The following is a review of recent and historic aerial images of select portions of the project area. RBC reviewed the images to gain a better understanding of the current site conditions observed during the May 2019 jurisdictional delineation site visit (JD site visit).

Western Corner – Area shows Feature 1 (F1) and the Disturbed Ephemeral Drainage Area. As shown through the aerials below, the area was heavily manipulated between 1940 and 1953, during which the earthen berm was placed to divert F1 flows and the earthen levee was constructed, likely to obstruct flows from entering the newly constructed Coachella Canal. After 1953, the area remains relatively unchanged, apart from the addition of agriculture to the north, which likely contributed to flows into the Disturbed Ephemeral Drainage Area.

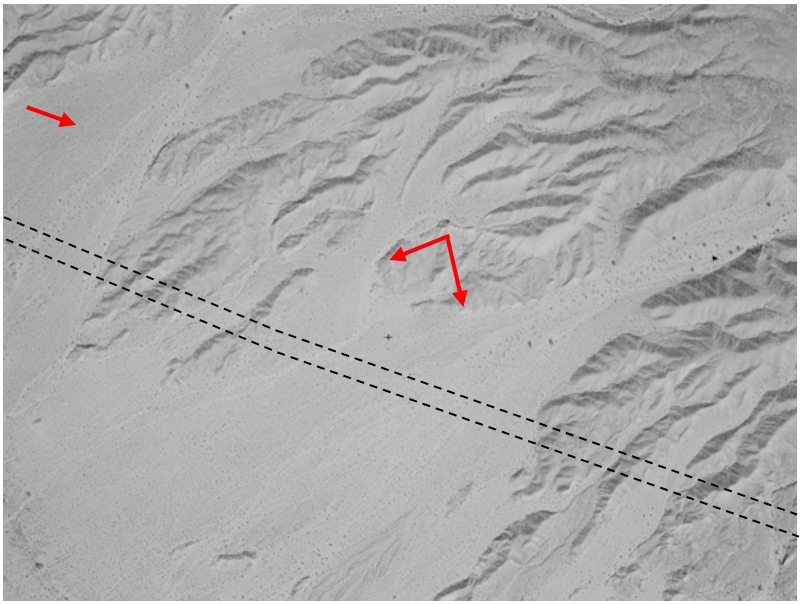
	<u>1940</u> Aerial shows the Disturbed Ephemeral Drainage Area prior to the construction of the earthen levee, as well as an unobstructed F1.
	<u>1953</u> Aerial shows area after the construction of the Coachella Canal and the adjacent earthen levee. The aerial also displays the first occurrence of the earthen berm obstructing F1 flows. The earthen berm and earthen levee are still present, observed during the JD site visit.



2018

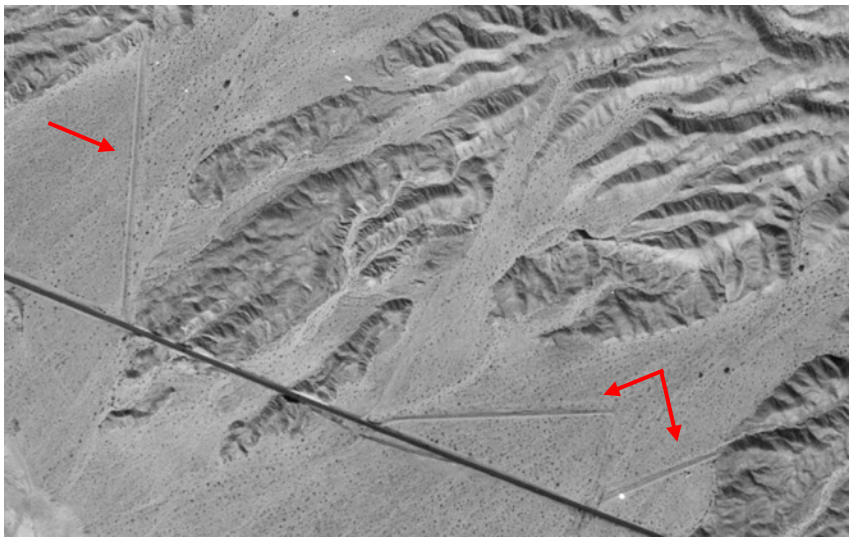
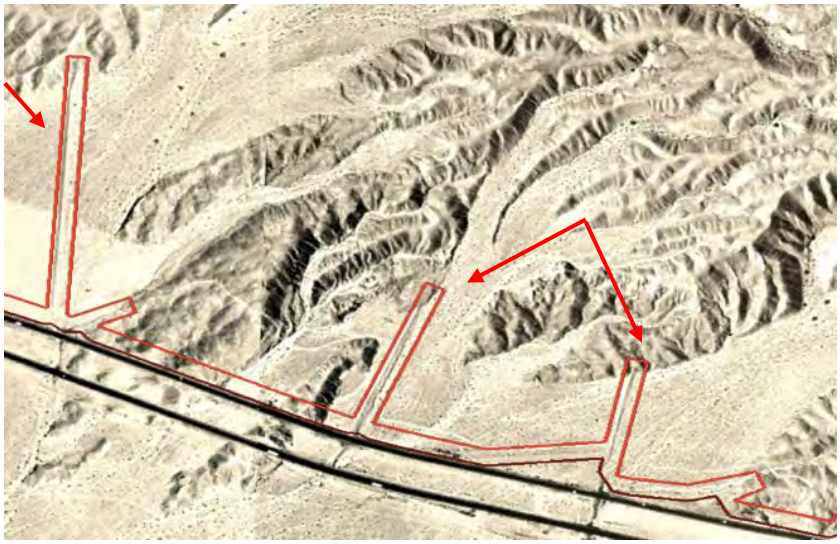
Aerial shows area remains relatively unchanged from 1953 aerial; the earthen levee and berm are still present. Upstream agriculture now contributes to flows entering the Disturbed Ephemeral Drainage Area. F1 diverted flows have marked the area west of the feature, as observed and mapped during the JD site visit.

Western Portion, Southern Boundary – Aerial shows the various earthen berms along the southern boundary of the project which runs parallel to Interstate 10 (I-10). As shown through the aerials below, this area was also heavily manipulated between 1940 and 1953, during which the various earthen berms were constructed although not in their current locations. The earthen berms appear in their present-day location on aerials in 2002 as seen in the 2018 aerial and during the JD site visit.



1940

Aerial shows the area prior to the construction of the earthen berms. Arrows and dashed lines indicate general area of the future berms and I-10, respectively, for reference.

	1953 Aerial shows first appearance of the earthen berms. The two easternmost berms were originally oriented towards the northeast, as opposed to their present-day locations, which are oriented to the north.
	2002 Aerial shows the earthen berms have been relocated to their present-day locations.
	2018 Aerial shows the earthen berms in the same locations they have been since 2002 and in the locations they were observed during the JD site visit.

APPENDIX G

GENERAL CHARACTERISTICS OF FEATURES OBSERVED

Table G-1. Observed Aquatic Resources within Project Survey Area

Feature Name	Width Range (Min-Max) (feet)	General Characteristics	Location (Lat, Long)
Coachella Canal	40	Concrete-lined canal running through western project area; continues off site to northwest and southeast	33.712633, -116.151001
Feature 1 (F1)	4-315	Large ephemeral watercourse with several secondary channels within area mapped overall as desert wash scrub/Sonoran creosote brush scrub; continues southwest until directed west by earthen berm into F1 – Disturbed Ephemeral Drainage Area	33.712184, -116.134043
Feature 1 (F1) – Disturbed Ephemeral Drainage Area	3-418	Disturbed drainage area; receives flows from F1 and bounded by earthen levee along western extent	33.712184, -116.134043
Feature 1 (F1) – Tamarisk Scrub	N/A	Small area of tamarisk scrub abutting F1 – Disturbed Ephemeral Drainage Area	33.712184, -116.134043
Feature 1 (F1) – Tamarisk Scrub/Ephemeral Drainage	7-144	Small, distinct area of tamarisk scrub abutting F1 – Disturbed Ephemeral Drainage Area; receives flows from storm drain outfall	33.712184, -116.134043
Feature 2 (F2)	4-218	Ephemeral watercourse with some unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; receives flows from off site; terminates on site	33.714861, -116.142743
Feature 3 (F3)	8-56	Small ephemeral watercourse with several unvegetated secondary channels in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; originates on site and continues off site to southwest through culvert	33.707087, -116.138759
Feature 4 (F4)	5-1,650	Large ephemeral watercourse with numerous unvegetated secondary channels and numerous unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; covers majority of the northern "panhandle" area; originates off site, then continues southwest before flows diverted to south by earthen berm to direct flows through highway undercrossing	33.718604, -116.106239

Feature Name	Width Range (Min-Max) (feet)	General Characteristics	Location (Lat, Long)
Feature 5 (F5)	4-130	Ephemeral watercourse with three unvegetated secondary channels and several unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; originates on site and continues off site to southwest through culvert	33.707413, -116.126579
Feature 6 (F6)	4-110	Ephemeral watercourse with portions of unvegetated channel in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; originates on site and continue southwest along eastern edge of earthen berm before continues off site through culvert	33.705788, -116.126407
Feature 7 (F7)	4-180	Ephemeral watercourse with several unvegetated secondary channels and several unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; originates on site and continues southwest before flows likely travel southeast to culvert	33.705569, -116.125701
Feature 8 (F8)	4-540	Large ephemeral watercourse with numerous unvegetated secondary channels and several unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote brush scrub;; originates off site, then continues southwest before flows diverted to south by earthen berm to direct flows through highway undercrossing	33.711449, -116.094034
Feature 9 (F9)	14-145	Ephemeral watercourse with one unvegetated secondary channel and several unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; originates on site and continues southwest before flows likely travel southeast to culvert	33.702045, -116.118858
Feature 10 (10)	4-150	Ephemeral watercourse with unvegetated secondary channel and several unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote brush scrub; originates on site and continues southwest before flows likely travel southeast to culvert	33.703574, -116.114962
Feature 11 (F11)	6-12	Small ephemeral channel in area mapped overall as Sonoran creosote bush scrub; originates on site and briefly continues south before flows likely travel southeast to culvert	33.701773, -116.115920

Feature Name	Width Range (Min-Max) (feet)	General Characteristics	Location (Lat, Long)
Feature 12 (F12)	8-28	Small ephemeral watercourse with several unvegetated braids in area mapped overall as Sonoran creosote bush scrub; originates on site and continues off site to southwest through culvert	33.704402, -116.109675
Feature 13 (F13)	8-100	Small ephemeral watercourse with one unvegetated secondary channel and several unvegetated braids in area mapped overall as Sonoran creosote bush scrub; originates on site and continues southwest before flows likely travel southeast to highway undercrossing	33.700930, -116.113503
Feature 13 (F13) – Tamarisk Scrub	N/A	Small area of tamarisk scrub abutting F13	33.700930, -116.113503
Feature 14 (F14)	12-75	Small ephemeral watercourse with one unvegetated secondary channel and several unvegetated braids in area mapped overall as Sonoran creosote bush scrub; originates on site and continues southwest before flows likely travel southeast to highway undercrossing	33.701403, -116.110071
Feature 15 (F15)	6-128	Ephemeral watercourse with several unvegetated secondary channels and several unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote bush scrub; originates on site and continues off site to southwest through highway undercrossing	33.706900, -116.098967
Feature 16 (F16)	3-1,340	Large ephemeral watercourse with numerous secondary channels and several unvegetated braids in area mapped overall as desert wash scrub/Sonoran creosote bush scrub; originates off site and continues off site to southwest through highway undercrossing	33.705345, -116.094437

APPENDIX H

SITE PHOTOGRAPHS

Appendix H – Site Photographs*

KPC Coachella Project Jurisdictional Delineation
May 7-10, 2019

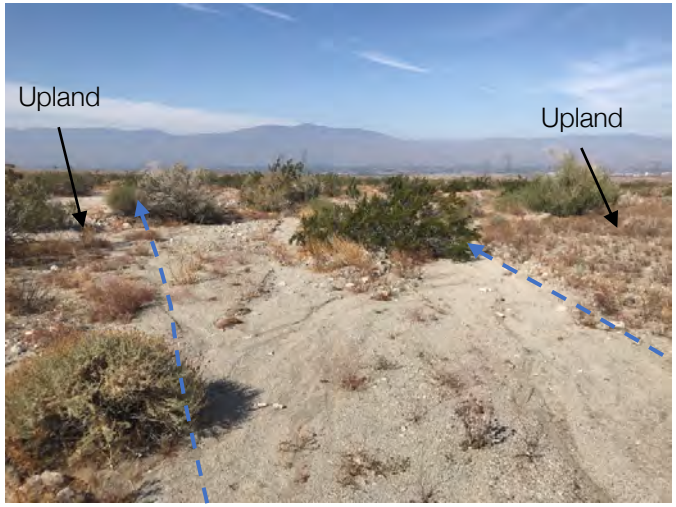


Photo 1. Downstream view of Feature 4 within the watercourse showing associated low-flow channels, active floodplain (within blue lines), vegetated islands within the floodplain, and upland areas. Photo taken facing southwest. May 9, 2019.

Photo 2. West facing view of large upland area lacking evidence of flows located between active braids of the larger Feature 4. May 9, 2019.

Photo 3. Upstream view of a Feature 4 single channel between upland areas. Photo taken facing east. May 9, 2019.

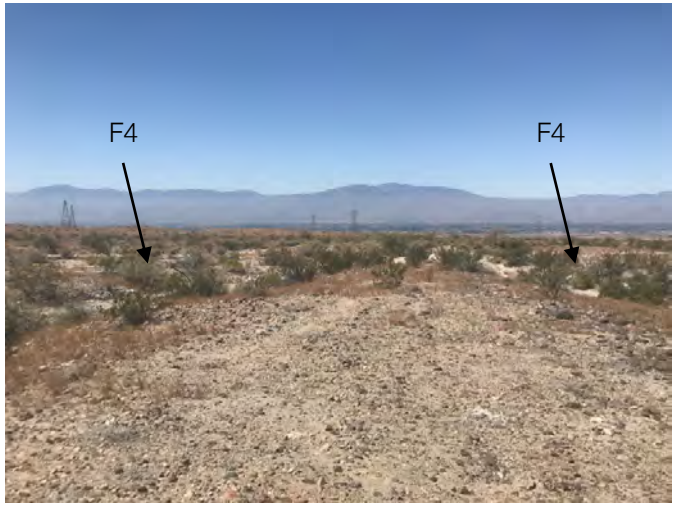


Photo 4. Southwest facing view of upland with Feature 4 active watercourse surrounding to the east and south. May 8, 2019.

* See corresponding Figure 7 for Photo Point Locations. See Jurisdictional Delinea Sections 3.7 and 3.8 for a discussion of jurisdictional status of each feature.

Photo 5. Downstream view of Feature 4 near the northern project boundary. Photo taken facing west. May 8, 2019.

Photo 6. Upstream view of Feature 4. Photo taken facing east. May 8, 2019.

Photo 7. Downstream overview of Feature 4 taken from upland/interfluve area. Photo taken facing west. May 8, 2019.

Photo 8. Upstream view of Ordinary High Water Mark (OHWM) 3. OHWM 3 consists of two, low-flow channels and is defined by a break in slope, a change in average sediment texture, and a change in vegetation species and cover. Photo taken facing northeast. Blue lines indicate extent of active floodplain and streambed. May 8, 2019.

Photo 9. Downstream view of Feature 8. Blue lines indicate general extent of Feature 8. Photo taken facing southwest. May 9, 2019.

Photo 10. Upstream view of Feature 8. Photo taken facing northeast. May 9, 2019

Photo 11. Downstream view of Feature 16. Photo taken facing southwest. May 9, 2019.

Photo 12. Upstream view of Feature 16 in the northeastern corner of the project survey area. Photo taken facing east. May 9, 2019.

Photo 13. Overview of Feature 1 – Disturbed Ephemeral Drainage Area, as generally indicated by the blue lines above. Photo taken facing north from on top of the earthen levee. May 9, 2019.

Photo 14. Overview of Feature 1 – Disturbed Ephemeral Drainage Area, as generally indicated by the blue lines. Wetland Sample Point (WSP) 1 was taken within this area. Photo taken facing east. May 9, 2019.

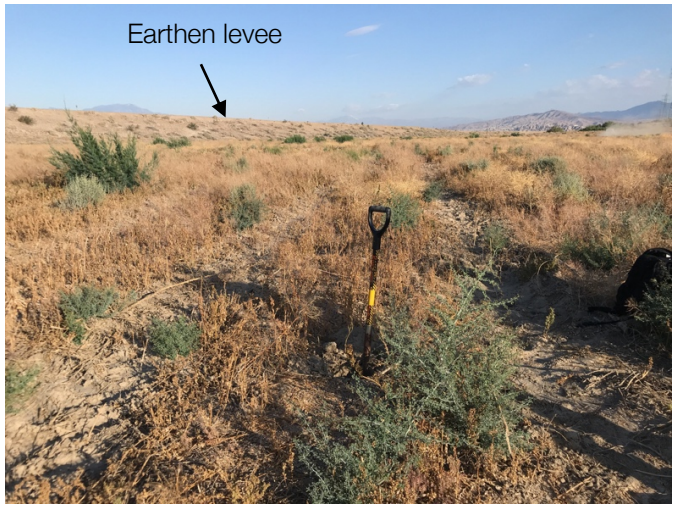


Photo 15. View of WSP 1. WSP 1 met the parameters for wetland hydrology; however, WSP 1 did not meet the hydrophytic vegetation or hydric soil parameters. Photo taken facing northwest. May 8, 2019.

Photo 16. Downstream view of Feature 1 – Tamarisk Scrub/Ephemeral Drainage and WSP 2 area. Photo taken facing southwest. May 10, 2019.

Photo 17. View of WSP 2. WSP 2 met the hydrophytic vegetation parameter; however, WSP 2 did not meet the hydric soil or wetland hydrology parameters. Photo taken facing northeast. May 10, 2019.

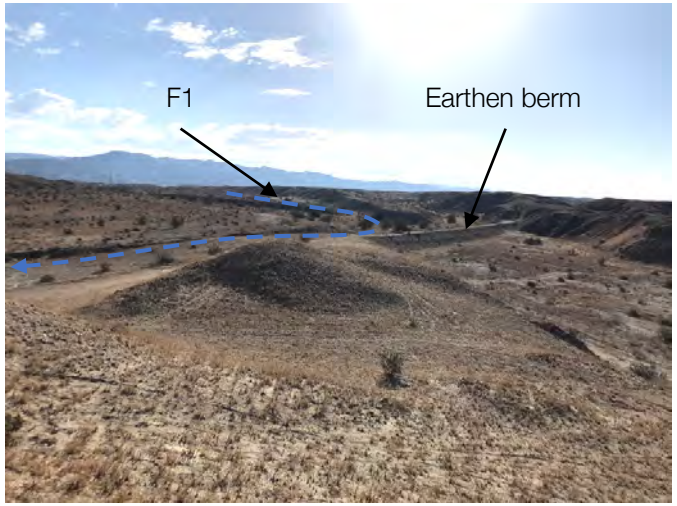


Photo 18. Eastern view of earthen berm cutting off and diverting Feature 1 flows west, as generally indicated by the blue line. Photo taken facing east. May 8, 2019

Photo 19. View of the abandoned watercourse south of the earthen berm along Feature 1. The berm appears on aerial imagery as early as 1953 (Appendix F). Photo taken facing south. May 8, 2019.

Photo 20. Upstream view of Feature 1, near the earthen berm historically disconnecting flows. Photo taken facing east. May 8, 2019.

Photo 21. Downstream view of OHWM 2. OHWM 2 is defined by a break in slope, change in average sediment texture, and change in vegetation species and cover. Photo taken facing west. Blue lines indicate general flow direction and location of low-flow channels within larger active floodplain. May 8, 2019.

Photo 22. Overview of Feature 1, downstream (disconnected by earthen berm). Photo taken facing northwest. May 8, 2019

Photo 23. Upstream view within the abandoned channel south of the earthen berm adjacent to Feature 1. Photo taken facing northeast. May 7, 2019.

Photo 24. Downstream view within the abandoned channel south of the earthen berm adjacent to Feature 1. Photo taken facing southwest. May 7, 2019.

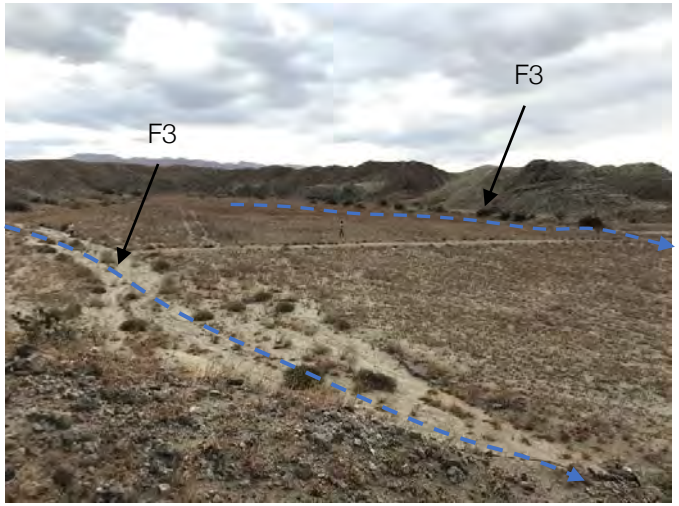


Photo 25. Overview of OHWM 5 area showing two active floodplain areas with a large low terrace/upland area in between. Photo taken facing east. May 10, 2019.

Photo 26. Upstream view of the easternmost active floodplain within Feature 3. The area is depicted in OHWM 5 (Photo 25). OHWM 5 consists of two, 15-foot wide active floodplains with braided 2-foot wide, low-flow channels. Photo taken facing east. May 7, 2019.

Photo 27. Downstream view of westernmost active floodplain within Feature 3 OHWM 5 (Photo 25). The OHWM is defined by a break in slope, change in average sediment texture, and change in vegetation species and cover. Photo taken facing south. May 10, 2019.

Photo 28. Upstream view of low terrace/upland area near Feature 3. The area is further depicted in OHWM 5. Photo taken facing northeast. May 7, 2019.

Photo 29. Downstream view of Feature 4. Feature 4 flows towards a highway undercrossing at the edge of the project survey area boundary. Photo taken facing south. May 7, 2019.

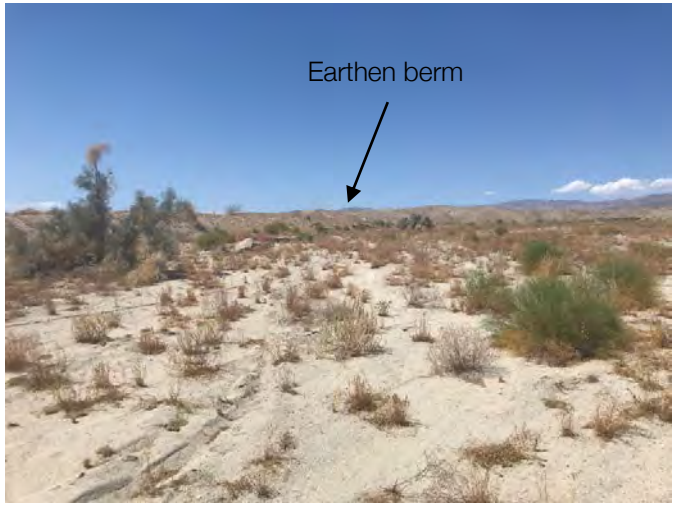


Photo 30. Upstream view of segment of Feature 4 adjacent to an earthen berm. Photo taken facing north. May 7, 2019.

Photo 31. Upstream view of Feature 5. Photo taken facing northeast. May 7, 2019.

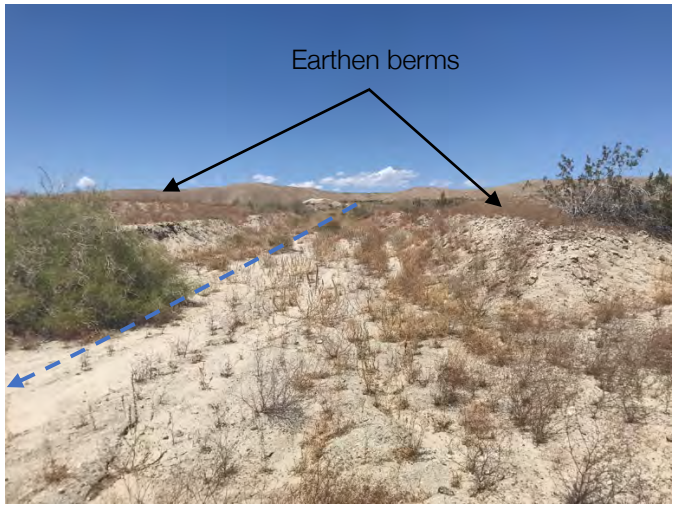


Photo 32. Upstream view of Feature 6 located in between two earthen berms. Photo taken facing north upstream. Blue line indicates general flow direction and location of a low-flow channel. May 7, 2019.

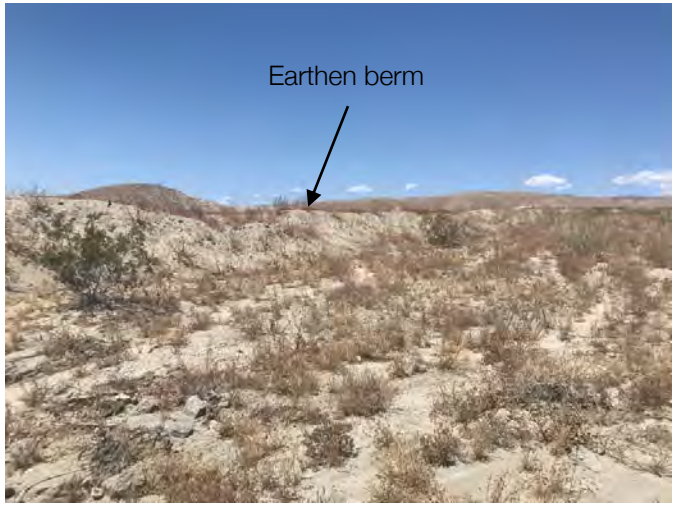


Photo 33. View of earthen berm. Photo taken facing north. May 7, 2019.

Photo 34. Upstream view of Feature 7. Photo taken facing north. Blue line indicates general flow direction and location of a low-flow channel. May 7, 2019.

Photo 35. Upstream view of Feature 8 flowing south parallel to the earthen berm, which stops flows from continuing further west and instead directs them south towards a highway undercrossing. Photo taken facing northeast. May 7, 2019.

Photo 36. Downstream view of Feature 8 continuing towards a highway undercrossing along the southern boundary of the project survey area. Photo taken facing south. May 7, 2019.

Photo 37. Upstream view of Feature 8 from a highway undercrossing. Photo taken facing northeast. May 7, 2019.

Photo 38. Upstream view of OHWM 1. OHWM 1 is defined by a break in slope, change in average sediment texture, and change in vegetation species and cover. Photo taken facing east. Blue line indicates approximate extent of active floodplain/jurisdictional area. May 7, 2019.

Photo 39. Downstream view of OHWM 4. OHWM 4 is defined by a break in slope, change in average sediment texture, and change in vegetation species and cover. Photo taken facing west. May 8, 2019.

Photo 40. Upstream view of Feature 16. Photo taken facing east showing the feature's eastern boundary indicated by cut banks to an upland area. Photo taken facing northeast. May 9, 2019.

Photo 41. Downstream view of Feature 16. Photo taken facing southwest. May 9, 2019.

Photo 42. Overview of Feature 16 from upland/interfluve facing downstream. Photo taken facing west. Blue lines indicate general extent of Feature 16. May 9, 2019.

Photo 43. Downstream view of Feature 16. Photo taken facing south. May 9, 2019.

APPENDIX I

JURISDICTIONAL AND NON-JURISDICTIONAL RESOURCES BY AGENCY

Table I-1. Corps Jurisdictional Resources within Project Survey Area

Feature Name	Acreage	Linear Feet	Cowardin Code	Presence of OHWM/ Average Width (feet)	Wetland Presence	Dominant Vegetation	Location (Lat, Long)
Coachella Canal	2.72	2,957	R5	Yes/40	No	Concrete-lined	33.709279, -116.148089
Total	**2.72**	**2,957**					

Table I-2. RWQCB Jurisdictional Resources within Project Survey Area*

Feature Name	Acreage	Linear Feet*	Cowardin Code	Presence of OHWM/ Wetland	Dominant Vegetation	Location (Lat, Long)
Coachella Canal	2.72	2,957	R5	Yes/No	Concrete-lined	33.709279, -116.148089
F1	25.92	11,924	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.710963, -116.141306
F1 – Disturbed Ephemeral Drainage Area	15.06	2,401	R6	Yes/No	Disturbed Habitat	33.710963, -116.141306
F1 – Tamarisk Scrub/ Ephemeral Drainage	0.83	670	R6	Yes/No	Tamarisk Scrub	33.710963, -116.141306
F2	1.66	452	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.715129, -116.142096
F3	1.26	3,746	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.708460, -116.136597
F4	257.16	98,058	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.719869, -116.100948
F5	2.36	3,535	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.705889, -116.127943

Feature Name	Acreage	Linear Feet*	Cowardin Code	Presence of OHWM/ Wetland	Dominant Vegetation	Location (Lat, Long)
F6	2.10	2,882	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.708149, -116.125132
F7	7.57	8,767	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.706363, -116.124264
F8	121.76	64,102	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.709951, -116.107698
F9	1.03	1,021	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.701783, -116.119132
F10	2.77	2,147	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.702425, -116.116863
F11	0.07	389	R6	Yes/No	Sonoran Creosote Bush Scrub	33.701773, -116.115920
F12	0.73	2,212	R6	Yes/No	Sonoran Creosote Bush Scrub	33.703503, -116.112915
F13	0.66	1,262	R6	Yes/No	Sonoran Creosote Bush Scrub	33.701028, -116.113432
F14	0.86	1,610	R6	Yes/No	Sonoran Creosote Bush Scrub	33.701847, -116.109069
F15	7.82	7,387	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.706205, -116.100397
F16	185.05	66,849	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.705133, -116.097707
Total	637.37	282,372				

*Linear feet rounded to the nearest integer based on raw numbers provided during GIS analysis of project, which are available upon request.

Table I-3. CDFW Jurisdictional Resources within Project Survey Area

Feature Name	Acreage	Linear Feet**	Cowardin Code	Presence of OHWM/ Wetland	Dominant Vegetation	Location (Lat, Long)
Coachella Canal	2.72	2,957	R5	Yes/No	Concrete-lined	33.709279, -116.148089
F1	25.92	11,924	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.710963, -116.141306
F1 – Disturbed Ephemeral Drainage Area	15.06	2,401	R6	Yes/No	Disturbed Habitat	33.710963, -116.141306
F1 – Tamarisk Scrub/ Ephemeral Drainage	0.83	670	R6	Yes/No	Tamarisk Scrub	33.710963, -116.141306
F1 – Tamarisk Scrub	0.14	0	R6	Yes/No	Tamarisk Scrub	33.710963, -116.141306
F2	1.66	452	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.715129, -116.142096
F3	1.26	3,746	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.708460, -116.136597
F4	257.16	98,058	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.719869, -116.100948
F5	2.36	3,535	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.705889, -116.127943
F6	2.10	2,882	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.708149, -116.125132
F7	7.57	8,767	R6	Yes/No	Desert Wash Scrub/Sonoran	33.706363, -116.124264

Feature Name	Acreage	Linear Feet**	Cowardin Code	Presence of OHWM/ Wetland	Dominant Vegetation	Location (Lat, Long)
					Creosote Bush Scrub	
F8	121.76	64,102	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.709951, -116.107698
F9	1.03	1,021	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.701783, -116.119132
F10	2.77	2,147	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.702425, -116.116863
F11	0.07	389	R6	Yes/No	Sonoran Creosote Bush Scrub	33.701773, -116.115920
F12	0.73	2,212	R6	Yes/No	Sonoran Creosote Bush Scrub	33.703503, -116.112915
F13	0.66	1,262	R6	Yes/No	Sonoran Creosote Bush Scrub	33.701028, -116.113432
F13 – Tamarisk Scrub	0.06	0	R6	Yes/No	Tamarisk Scrub	33.701028, -116.113432
F14	0.86	1,610	R6	Yes/No	Sonoran Creosote Bush Scrub	33.701847, -116.109069
F15	7.82	7,387	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.706205, -116.100397
F16	185.05	66,849	R6	Yes/No	Desert Wash Scrub/Sonoran Creosote Bush Scrub	33.705133, -116.097707
Total	637.57	282,372				

*Linear feet rounded to the nearest integer based on raw numbers provided during GIS analysis of project, which are available upon request.

Table I-4. Corps Non-Jurisdictional Resources within Project Survey Area*

Feature Name	Acreage	Linear Feet**	Cowardin Code	Location (Latitude, Longitude)
F1	25.92	11,924	R6	33.710963, -116.141306
F1 – Disturbed Ephemeral Drainage Area	15.06	2,401	R6	33.710963, -116.141306
F1 – Tamarisk Scrub	0.83	670	R6	33.710963, -116.141306
F1 – Tamarisk Scrub/Ephemeral Drainage	0.14	0	R6	33.710963, -116.141306
F2	1.66	452	R6	33.715129, -116.142096
F3	1.26	3,746	R6	33.708460, -116.136597
F4	257.16	98,058	R6	33.719869, -116.100948
F5	2.36	3,535	R6	33.705889, -116.127943
F6	2.10	2,882	R6	33.708149, -116.125132
F7	7.57	8,767	R6	33.706363, -116.124264
F8	121.76	64,102	R6	33.709951, -116.107698
F9	1.03	1,021	R6	33.701783, -116.119132
F10	2.77	2,147	R6	33.702425, -116.116863
F11	0.07	389	R6	33.701773, -116.115920
F12	0.73	2,212	R6	33.703503, -116.112915
F13	0.66	1,262	R6	33.701028, -116.113432
F13 – Tamarisk Scrub	0.06	0	R6	33.701028, -116.113432
F14	0.86	1,610	R6	33.701847, -116.109069
F15	7.82	7,387	R6	33.706205, -116.100397

Feature Name	Acreage	Linear Feet**	Cowardin Code	Location (Latitude, Longitude)
F16	185.05	66,849	R6	33.705133, -116.097707
Total	**634.86**	**279,414**		

*Pending an approved jurisdictional determination from the Corps.
**Linear feet rounded to the nearest integer based on raw numbers provided during GIS analysis of project, which are available upon request.

Table I-5. RWQCB Non-Jurisdictional Resources within Project Survey Area

Feature Name	Acreage	Linear Feet*	Cowardin Code	Location (Latitude, Longitude)
F1 – Tamarisk Scrub	0.14	0	R6	33.710963, -116.141306
F13 – Tamarisk Scrub	0.06	0	R6	33.701028, -116.113432
Total	**0.20**	**0**		

*Linear feet rounded to the nearest integer based on raw numbers provided during GIS analysis of project, which are available upon request.

APPENDIX J

JD REQUEST FORM

Appendix 1 - REQUEST FOR CORPS JURISDICTIONAL DETERMINATION (JD)

To: District Name Here

- I am requesting a JD on property located at: north of I-10, east of Coachella Canal Rd
  (Street Address)
  City/Township/Parish: Coachella County: Riverside State: CA
  Acreage of Parcel/Review Area for JD: 2970
  Section: 24-28, 30 Township: 5 S Range: 8 E, 9 E
  Latitude (decimal degrees): 33.711629 Longitude (decimal degrees): -116.108462
  (For linear projects, please include the center point of the proposed alignment.)
- Please attach a survey/plat map and vicinity map identifying location and review area for the JD.
- ___ I currently own this property. ___ I plan to purchase this property.
  ___ I am an agent/consultant acting on behalf of the requestor.
  ✔ Other (please explain): The KPC Group owns the majority of the property except for areas depicted as "Not A Part" per the land use plan.
- Reason for request: (check as many as applicable)
  ___ I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all aquatic resources.
  ___ I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all jurisdictional aquatic resources under Corps authority.
  ___ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.
  ___ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps; this request is accompanied by my permit application and the JD is to be used in the permitting process.
  ___ I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district Section 10 list and/or is subject to the ebb and flow of the tide.
  ___ A Corps JD is required in order to obtain my local/state authorization.
  ✔ I intend to contest jurisdiction over a particular aquatic resource and request the Corps confirm that jurisdiction does/does not exist over the aquatic resource on the parcel.
  ___ I believe that the site may be comprised entirely of dry land.
  ___ Other: _____
- Type of determination being requested:
  ✔ I am requesting an approved JD.
  ___ I am requesting a preliminary JD.
  ___ I am requesting a "no permit required" letter as I believe my proposed activity is not regulated.
  ___ I am unclear as to which JD I would like to request and require additional information to inform my decision.

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

*Signature: Stan McNaughton Date: 2/04/2025

- Typed or printed name: Stan McNaughton
  Company name: The KPC Group
  Address: 9 KPC Parkway, Suite #301
  Corona, CA 92879
  Daytime phone no.: 949-374-8830
  Email address: stanleymcnaughton@gmail.com

***Authorities:** Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332.
Principal Purpose: The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced above.
Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.
Disclosure: Submission of requested information is voluntary; however, if information is not provided, the request for an AJD cannot be evaluated nor can an AJD be issued.

APPENDIX K

GIS DATA

(PROVIDED ELECTRONICALLY)

APPENDIX L

ORM BULK UPLOAD AQUATIC RESOURCES OR CONSOLIDATED EXCEL SPREADSHEET

Waters_Name	State	Cowardin_Code	M_Co	Meas_Type	Amount	Units	Waters_Type	Latitude	Longitude
Coachella Canal	CALIFORNIA	R5		Area	2.7156	ACRE	DELINEATE	33.70927901	-116.14808884
F1	CALIFORNIA	R6		Area	25.9159	ACRE	ISOLATE	33.71096281	-116.14130592
F1 - Dist Ephem Drainage Area	CALIFORNIA	R6		Area	15.06	ACRE	ISOLATE	33.71096300	-116.14130600
F1 - Tam Scrub/Ephem Drainage	CALIFORNIA	R6		Area	0.83	ACRE	ISOLATE	33.71096300	-116.14130600
F2	CALIFORNIA	R6		Area	1.6607	ACRE	ISOLATE	33.71512898	-116.14209612
F3	CALIFORNIA	R6		Area	1.2562	ACRE	ISOLATE	33.70845959	-116.13659675
F4	CALIFORNIA	R6		Area	257.1609	ACRE	ISOLATE	33.71986904	-116.10094833
F5	CALIFORNIA	R6		Area	2.356	ACRE	ISOLATE	33.70588870	-116.12794317
F6	CALIFORNIA	R6		Area	2.0965	ACRE	ISOLATE	33.70814909	-116.12513235
F7	CALIFORNIA	R6		Area	7.5664	ACRE	ISOLATE	33.70636325	-116.12426375
F8	CALIFORNIA	R6		Area	121.7639	ACRE	ISOLATE	33.70995119	-116.10769752
F9	CALIFORNIA	R6		Area	1.0262	ACRE	ISOLATE	33.70178300	-116.11913209
F10	CALIFORNIA	R6		Area	2.7718	ACRE	ISOLATE	33.70242549	-116.11686323
F11	CALIFORNIA	R6		Area	0.0717	ACRE	ISOLATE	33.70177259	-116.11592002
F12	CALIFORNIA	R6		Area	0.7314	ACRE	ISOLATE	33.70350341	-116.11291496
F13	CALIFORNIA	R6		Area	0.6574	ACRE	ISOLATE	33.70102818	-116.11343229
F14	CALIFORNIA	R6		Area	0.8566	ACRE	ISOLATE	33.70184729	-116.10906933

F15	CALIFORNIA	R6	Area	7.8226	ACRE	ISOLATE	33.70620548	-116.10039739
F16	CALIFORNIA	R6	Area	185.0508	ACRE	ISOLATE	33.70513300	-116.09770706

U.S. FISH AND WILDLIFE SERVICE
Palm Springs Fish and Wildlife Office
777 E. Tahquitz Canyon Way, Suite 208
Palm Springs, California 92262

CALIFORNIA DEPARTMENT OF
FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, California 91764

In Reply Refer to:
FWS/CDFW-RIV-2025-0040628

January 14, 2025
Sent by Email

Gabriel Perez
City of Coachella
53990 Enterprise Way
Coachella, CA 92236
gperez@coachella.org

Peter Satin
Coachella Valley Conservation Commission
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
psatin@cvag.org

RE: Wildlife Agencies' Concurrence Regarding Proposed Like Exchange to Conservation Areas for the KPC Coachella Specific Plan

Dear Gabriel Perez and Peter Satin:

The U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife (Wildlife Agencies) reviewed the equivalency analysis for the proposed like exchange for the East Indio Hills Conservation Area (EIHCA) and Dos Palmas Conservation Area (DPCA) associated with the KPC Coachella Specific Plan. The Wildlife Agencies concur that the proposed like exchange would result in equal or greater benefits to Covered Species and conserved natural communities as compared to those benefits analyzed in the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP).

One notable concern of the Wildlife Agencies regarding the conservation area design is that the land to be added to the DPCA will result in a donut-shaped configuration of the DPCA with unconserved land in the center. The Wildlife Agencies are concerned about the potential for increased edge effects associated with potential future development within the center area. To address this issue, the Wildlife Agencies request that CVCC incorporate the conservation of parcels within this center area into the acquisition strategy for the DPCA.

If you have any questions regarding this letter, please contact Jacob Skaggs, Senior Environmental Scientist Specialist, at jacob.skaggs@wildlife.ca.gov; or Lory Salazar-Velasquez, Fish and Wildlife Biologist, at lory_salazar-velasquez@fws.gov.

Sincerely,

DocuSigned by:
Heather Brashear
4ADE68D237B0401...

MARY WOULFE Digitally signed by MARY WOULFE
Date: 2025.01.14 10:02:59 -08'00'

Heather Brashear
Senior Environmental Scientist Supervisor
California Department of Fish and Wildlife

Mary Beth Woulfe
Acting Division Supervisor, Colorado Desert Division
U.S. Fish and Wildlife Service

ec:

Kathleen Brundige, CVCC
kbrundige@cvag.org

Meghan Karadimos, Kimley-Horn
Meghan.Karadimos@kimley-horn.com

Harry Sandoval, County of Riverside
HSandoval@Rivco.org

Jagdish Gillan
Jagdish.Gillan@globalmso.com

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize the Use of HOME Program Income Funds in the Amount of $1,610,000 to Fund Twenty-Four (24) First-Time Homebuyer Program Loans and Authorize the City Manager to Enter into an Agreement with the County of Riverside Housing and Workforce Solutions to Administer the Program Funds

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STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing the use of HOME Program Income funds in the amount of $1,610,000 to fund twenty-four First-Time Homebuyer Program Loans and authorize the City Manager to enter into an agreement with the County of Riverside Housing and Workforce Solutions to administer the program funds.

BACKGROUND:

HOME is the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households. These Participating Jurisdictions (PJs) often work in partnership with local nonprofit groups called Community Housing Development Organizations (CHDOs) to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent, homeownership or provide direct rental assistance to low-income people. The County of Riverside has been an active participant since the inception of the HOME Program in 1992. The program's flexibility allows local governments to use HOME PI funds for loans. The City of Coachella currently participates in the County's Urban County Program, which allows the County to manage Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds on the City's behalf.

The County of Riverside Housing and Workforce Solutions has the capacity to administer the City's HOME program income funds and assume full responsibility for all required reporting to the California Department of Housing and Community Development (HCD). This arrangement would streamline project management and ensure compliance with State reporting requirements. This option would require for the City to enter into a formal partnership with the County through a Memorandum of Understanding (MOU) to define the roles and responsibilities of both parties in administering projects funded with HOME program income funds. This agreement would also establish the framework for project oversight, financial management, and compliance with State and federal regulations, ensuring an effective and coordinated approach to managing this funding.

DISCUSSION/ANALYSIS:

In October 2011, the City of Coachella acquired approximately 20 vacant lots that were part of the "La Colonia II" community (Tract No. 32074) as part of a Bank Trustee Sale. Then, in June 2014 the City acquired all of the remaining lots (approximately 135 vacant lots) in the subdivision. The City used Quimby (parkland dedication – developer impact fees) because it was the City's intention to build a City Park on this property. In April 2015, the City's General Plan Update redesignated the subject property for "Open Space" uses because this was the prior intended use. As previously stated, Tract No. 32074 was recorded with dedicated public streets (including street names) and common-area lots for perimeter landscaping and retention basins, ready for future development.

Then as a result of the housing boom, on July 22, 2020 the City Council authorized staff to execute a standard Vacant Land Listing Agreement with Johnson Commercial to list the property for sale to potential home builders. However, staff was subject to new State laws that require public lands to be first advertised for sale to affordable housing builders ("Surplus Land Act"). Accordingly, in September 9, 2020 the City published a Notice of Availability pursuant to the State's Surplus Land Act, and received back interest from multiple parties. Staff reviewed all of the materials presented by the responding parties and later entered into a 90-day Exclusive Right to Negotiate Agreement with the highest bidder, D.R. Horton Los Angeles Holding Company, to sell the 37.3 acres for future development. The City redesignated the subject site (now Mariposa Point) from Open Space" to "Suburban Neighborhood" to make the current zoning consistent with the General Plan, and to allow the construction of a 155-lot single family residential development on the site.

Since this property was sold pursuant to the Surplus Land Act, this property is subject to a restrictive covenant required by Section 54233 the Surplus Land Act, which means that a property is being sold with a legal agreement (covenant) in place that mandates it must be developed with a certain amount of affordable housing, as per the requirements outlined in California's Surplus Land Act, specifically Section 54233; this covenant is binding on any future owner and has been recorded against the property title to ensure compliance. The developer complied with the Surplus Act Land by dedicating 24 single-family home lots for affordable housing development. The Coachella Valley Housing Coalition, an affordable housing developer, purchased the lots to build 24 single-family affordable housing homes through its Mutual Self-Help housing program.

On September 27, 2024, the County of Riverside Housing and Workforce Solutions received a request for HOME funds from the Coachella Valley Housing Coalition in the amount of $1,400,000 to build out the 24 single-story, 4-bedroom, single-family detached homes located at:

- 83554-83596 Avenida Campanas
- 50352-50436 Calle Xavier
- 83579 Avenida San Domingo

These lots are located in the existing Mariposa Point single family subdivision in the City of Coachella. The Project will serve low-income first-time homebuyer households. The Project will utilize the self-help method of construction. Families, working together as a group, earn sweat equity while building their homes.

The California Department of Housing and Community Development (HCD) is requiring cities with HOME Program Income fund balances to reuse the funds or the funds will need to be returned.

If awarded the HOME PI funding request, the developer could start construction as early as June 2025.

BUDGET

Construction Loan Private Loan	$6,204,500
CalHOME Down Payment Assistance	$867,945
City of Coachella HOME PI	$1,400,000
Homebuyer Sweat Equity	$263,555
Administrative Costs (County)	$210,000
Total Development Cost	$8,946,000

FISCAL IMPACT:

The City's HOME Program Income fund balance is $1,786,611 and will draw down $1,610,000 and the City will retain $176,611.

ALTERNATIVES:

1. Authorize the Use of HOME Program Income Funds in the Amount of $1,610,000 to Fund Twenty-Four (24) First-Time Homebuyer Program Loans and Authorize the City Manager to Enter into an Agreement with the County of Riverside Housing and Workforce Solutions to Administer the Program Funds

2. Provide alternative direction.

ATTACHMENTS:

None

STAFF REPORT
February 12, 2024

TO: Honorable Mayor and City Councilmembers

FROM: William Pattison, Acting City Manager

SUBJECT: Adopt Resolution No. 2025-06 Appointing Kaye Reynolds as Interim Finance Director Pursuant to Government Code sections 7522.56 and 21221(h)

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution No. 2025-06, A Resolution of the City Council of the City of Coachella, California Appointing Kaye Reynolds as Interim Finance Director.

BACKGROUND:

The City's Finance Director position is currently vacant. The City has commenced the recruitment process for a new Finance Director, but it is necessary to appoint a Finance Director on an interim basis to serve pending the completion of the recruitment process.

Staff is recommending hiring Ms. Reynolds for a single limited term appointment to perform duties of the Finance Director position while recruitment for a regular Finance Director is underway. Given the need for continuity and a highly trained professional to lead the City's Finance Department, and Ms. Reynolds's prior work experience with the City, staff recommends hiring Ms. Reynolds commencing on February 13, 2025, and ending on the date immediately preceding the date on which the regular appointee to the vacant position of Finance Director commences his/her employment or, if earlier, the date that this appointment is terminated by the City or Ms. Reynolds. As a CalPERS retired annuitant, Ms. Reynolds's hours working for the City, and any other CalPERS employer, cannot exceed 960-hours in the fiscal period from July 1 through June 30.

Since the proposed appointment of Ms. Reynolds is to a vacancy, Government Code Section 21221(h) requires that the appointment be made by the City Council.

FISCAL IMPACTS

Ms. Reynolds will be paid an hourly rate of $106.01 per hour, which is no less than the minimum nor more than the maximum hourly rate paid to a person serving in the Finance

Director position. She will not be entitled to any additional compensation, overtime, benefits, paid leave or paid holidays.

DISCUSSION/ANALYSIS

Government Code Section 21221(h) permits the City Council to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours, inclusive of hours worked for other CalPERS employers during same period, in a fiscal year. Ms. Reynolds has 20 years of finance experience, including 8 years of experience in city management as the former City Controller for Coachella and Assistant Finance Director for the City of Apple Valley. Thus, Ms. Reynolds has the specialized skills necessary to perform the duties of Finance Director on an interim basis while the City conducts recruitment for a regular appointment to the Finance Director position. Staff has worked with the City Attorney to ensure that applicable requirements for an appointment pursuant to Section 21221(h) have been met. Included in the Council's agenda packet is the resolution to appoint Ms. Reynolds as interim Finance Director pursuant to Government Code Section 21221(h)

ALTERNATIVES

Council may choose to reject Staff's recommendation. This would temporarily leave the City without leadership in the Finance Department.

CONCLUSIONS AND RECOMMENDATIONS

Based on the facts noted in this staff report and the documentation attached hereto, City staff recommends adoption of Resolution No. 2025-06 to appoint Kaye Reynolds as interim Finance Director.

ATTACHMENT

Resolution No. 2025-06, A Resolution of the City Council of the City of Coachella, California Appointing Kaye Reynolds as Interim Finance Director

RESOLUTION No. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPOINTING KAYE REYNOLDS AS INTERIM FINANCE DIRECTOR

WHEREAS, Government Code sections 7522.56 and 21221(h) permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retired annuitant to a vacant position requiring specialized skills during recruitment for a regular appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of Finance Director is currently vacant; and

WHEREAS, during the recruitment, selection and final employment of a permanent Finance Director the Coachella City Council desires to appoint Kaye Reynolds as an interim appointment retired annuitant to the vacant position of Finance Director for the City of Coachella under Government Code Section 21221(h), effective February 13, 2025, to provide the leadership, managerial and organizational skills necessary to manage the Finance Department effectively and efficiently; and

WHEREAS, Kaye Reynolds has substantial experience serving in municipal government with an extensive history in management, including as the former Controller of Coachella; and

WHEREAS, an appointment under Government Code Section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the announcement for the recruitment for the Finance Director position will be posted on the City's website located at https://www.governmentjobs.com/careers/coachella no later than February 13, 2025; and

WHEREAS, the 180-day wait period requirement set forth in Government Code Section 7522.56(f) does not apply because Kaye Reynolds has been retired for more than 180 days from employment with any CalPERS employer; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the regular appointment to the vacant position of Finance Director for the City of Coachella commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Kaye Reynolds; and

WHEREAS, it is understood by the City Council and Kaye Reynolds that the combined total hours to be worked by Kaye Reynolds in any fiscal year, for all retired annuitant positions with any CalPERS employer, shall not exceed the 960-hour limitation set forth in California Government Code sections 7522.56(d) and 21221(h), unless an exception applies; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties and posted on a publicly available pay schedule, divided by 173.333 to equal the hourly rate; and

WHEREAS, the minimum hourly rate for this position is $87.21., and the maximum hourly rate for this position is $106.01; and

WHEREAS, the hourly rate to be paid to Kaye Reynolds for her services as Finance Director on an interim basis is $106.01, which is not less than the minimum or in excess of the maximum hourly rate paid to other employees performing comparable duties, subject to any subsequent adjustment to the payrate as adopted by the City Council and reflected on a publicly available pay schedule; and

WHEREAS, Kaye Reynolds has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate; and

WHEREAS, pursuant to Government Code section 7522.56(e)(1), Kaye Reynolds must certify in writing to the City, upon accepting an offer of employment, that she has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to section 7522.56 during the 12-month period preceding the effective date of this appointment.

NOW, THEREFORE, **BE IT RESOLVED** by the City Council of the City of Coachella, as follows:

SECTION 1. The City Council has considered the full record before it, which may include but is not limited to such things as the agenda staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. Kaye Reynolds has the specialized skills needed to perform the work required of the Finance Director position on an interim basis until a regular Finance Director is appointed by the City Council and thereafter begins service, unless sooner terminated by the City or Kaye Reynolds.

SECTION 3. The City Council hereby appoints Kaye Reynolds as interim Finance Director effective February 13, 2025, pursuant to the authority provided under Government Code sections 21221(h) and 7522.56, during the active recruitment for a regular appointment to Finance Director position, to provide the critically-needed, specialized skills necessary to run the Finance Department.

SECTION 4. The Interim City Manager is authorized to execute an employment agreement for Interim Finance Director services with Kaye Reynolds on behalf of the City of Coachella, provided that such agreement is consistent with the terms set forth in this Resolution.

PASSED, APPROVED and **ADOPTED** this 12th day of February 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. 2025-06 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of February 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
February 12, 2025

TO: Honorable Mayor and City Council Members

FROM: Yolanda M. Lopez, Human Resources Management Analyst

SUBJECT: Adopt Resolution No. 2025-08 Approving and Adopting the Publicly Available Pay Schedule for Executive Employee Positions in Accordance with CalPERS Guidelines

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STAFF RECOMMENDATION:

Adopt a Resolution to approve and adopt a publicly available pay schedule for the Executive group in accordance with CalPERS guidelines.

BACKGROUND:

California Public Employees' Retirement System (CalPERS), pursuant to California Code of Regulations sections 570.5 and 571.1, requires all CalPERS employers to make their compensation levels publicly available in document(s) approved and adopted by the governing body, which must meet all of the following requirements:

1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2) Identifies the position title for every employee position;
3) Shows the pay rate for each identified position, which may be state as a single amount or as multiple amounts within a range;
4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6) Indicates an effective date and date of any revisions;
7) Is retained by the employer and available for public inspection for not less than five years; and
8) Does not reference another document in lieu of disclosing the pay rate.

The purpose of approving this resolution is to ensure that the City's Executive salary schedule meets all the applicable requirements. This schedule will be posted on the City's website. Any subsequent revisions to the schedule will be similarly presented to the City Council for adoption and approval.

ALTERNATIVES:

1. Approve staff's recommendation to adopt Resolution No. 2025-08 Approving and Adopting a Publicly Available Pay Schedule for the Executive Employee Positions in Accordance with CalPERS Guidelines.

2. Do not approve staff's recommendation.

FISCAL IMPACT:

There is no fiscal impact, the payrates identified on the publicly available pay schedule reflect rates previously approved by the City Council.

ATTACHMENTS:

1. Resolution No. 2025-08
2. Executive Salary Schedule

RESOLUTION NO. 2025-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING AND ADOPTING THE PUBLICLY AVAILABLE PAY SCHEDULE FOR EXECUTIVE EMPLOYEE POSITIONS IN ACCORDANCE WITH CALPERS GUIDELINES

WHEREAS, the City of Coachella ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits to eligible employees; and

WHEREAS, CalPERS provides pensions to eligible employees pursuant to the Public Employees' Retirement Law, Government Code section 20000 *et seq*. ("PERL") and the Public Employees' Pension Reform Act ("PEPRA"); and

WHEREAS, CalPERS regulations require that employee salaries be included on a publicly available pay schedule as defined in California Code of Regulations, Title 2, section 570.5 for classic members and section 571.1 for new members; and

WHEREAS, sections 570.5 and 571.1 also require that the City's salary schedules be approved by the City Council in accordance with public meeting laws; and

WHEREAS, salaries for City employees which have been previously approved by the City Council in accordance with City policy and in compliance with applicable public meeting laws must be identified on a publicly available pay schedule; and

WHEREAS, solely for the purpose of complying with sections 570.5 and 571.1, it has been determined that it is in the City's best interest to have the salary schedule revised and approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coachella, California, that the publicly available pay schedule attached hereto as "Attachment 1", is approved and adopted.

PASSED, APPROVED and **ADOPTED** this 12th day of February 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. 2025-08 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of February 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

City of Coachella - Salary Schedule
Executive

***Revised* 02/12/2025**

Approved by Resolution No. 2025-08

Effective 01/24/2024

		Salary
City Manager	hourly	137.98
(contract)	monthly	23,917.00
	annually	287,000.00

STAFF REPORT
February 12, 2025

TO: Honorable Mayor and City Council

FROM: Best Best & Krieger LLP, City Attorney

SUBJECT: Adopt Resolution No. 2025-07 Appointing William Pattison as Interim City Manager Pursuant to Government Code sections 7522.56 and 21221(h)

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2025-07 Appointing William Pattison as Interim City Manager Pursuant to Government Code Section 21221(h)

SUMMARY

The City Manager position became vacant effective February 2, 2025 after required conditions were met on February 12, 2025. The City has commenced the recruitment process for a new City Manager, but it is necessary to appoint a City Manager on an interim basis to serve pending the completion of the recruitment process.

Staff is recommending hiring Mr. Pattison for a single limited term appointment to perform duties of the City Manager position while recruitment for a permanent City Manager is underway. Given the need for continuity and a highly trained professional to lead the City, and Mr. Pattison's familiarity with the City, staff recommends hiring Mr. Pattison under the provisions of Government Code section 21221(h) commencing on February 2, 2025 and ending on the date immediately preceding the date on which the regular appointee to the vacant position of City Manager commences his/her employment or, if earlier, the date that this appointment is terminated by the City or Mr. Pattison. As a CalPERS retired annuitant, Mr. Pattison's hours working for the City, and any other CalPERS employer, cannot exceed 960-hours in the fiscal period from July 1 through June 30.

Since the proposed appointment of Mr. Pattison is to a vacancy, Government Code section 21221(h) requires that the appointment be made by the City Council.

Mr. Pattison has been serving as acting City Manager under the provisions of Government Code section 21221(g) while the incumbent City Manager has been on leave. However, once it was confirmed that the position became vacant, Mr. Pattison's appointment as City Manager is required to be converted to an interim appointment under Government Code section 21221(h).

FISCAL IMPACT

Mr. Pattison will be paid an hourly rate of $137.98 per hour, which is no less than the minimum nor more than the maximum hourly rate paid to a person serving in the City Manager position. He will not be entitled to any additional compensation, overtime, benefits, paid leave or paid holidays.

DISCUSSION/ANALYSIS

Government Code Section 21221(h) permits the City Council to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours, inclusive of hours worked for other CalPERS employers during same period, in a fiscal year. Mr. Pattison has significant experience in city management, including as the former City Manager for the City. Thus, Mr. Pattison has the specialized skills necessary to perform the duties of City Manager on an interim basis while the City conducts recruitment for a regular appointment to the City Manager position. Staff has worked with the City Attorney to ensure that applicable requirements for an appointment pursuant to Section 21221(h) have been met.

Included in the Council's agenda packet is the resolution to appoint Mr. Pattison as interim City Manager pursuant to Government Code Section 21221(h) and a proposed employment agreement.

ALTERNATIVES

Council could choose to reject Staff's recommendation. This would leave the City without a City Manager.

CONCLUSIONS AND RECOMMENDATIONS

Based on the facts noted in this staff report and the documentation attached hereto, City staff recommends adoption of Resolution No. 2025-07 to appoint William Pattison as interim City Manager.

ATTACHMENT:

Resolution No. 2025-07 Appointing William Pattison As Interim City Manager Pursuant to Government Code Section 21221(h).

RESOLUTION NO. 2025-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPOINTING WILLIAM PATTISON AS INTERIM CITY MANAGER PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

WHEREAS, Government Code section 21221(h) addresses the temporary employment of retirees in accordance with the Public Employees' Retirement Law, as administered by the California Public Employees' Retirement System (CalPERS), and permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of City Manager became vacant effective February 2, 2025 after required conditions were met on February 12, 2025; and

WHEREAS, during the recruitment, selection and final employment of a permanent City Manager, the City Council desires to appoint William Pattison as an interim appointment retired annuitant to the vacant position of City Manager under Government Code section 21221(h), effective February 2, 2025, to provide the leadership, managerial and organizational skills necessary to manage the City of Coachella effectively and efficiently; and

WHEREAS, William Pattison has extensive experience in managing, directing and overseeing operation of the City Manager's Office given his former employment as City Manager for the City of Coachella prior to his retirement; and

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the City's intent to begin the active recruitment process was established prior to February 2, 2025 when the process to begin selecting a permanent replacement to the City Manager position was initiated and thereafter memorialized by the City Council by posting an opening for the City Manager position on the City's website at https://www.governmentjobs.com/careers/coachella; and

WHEREAS, the current status of this recruitment is active as the City is seeking candidates to apply to the vacant position; and

WHEREAS, it is understood by the City and William Pattison that he will serve as City Manager on an interim basis, immediately following the termination of his appointment as acting City Manager pursuant to Government Code section 21221(g); and

WHEREAS, this Government Code section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent

appointment to the vacant position of City Manager commences his or her employment or, if earlier, the date that this appointment is terminated by the City or William Pattison; and

WHEREAS, it is understood by the City and William Pattison that the combined total hours to be served by William Pattison in any fiscal year, for all positions and for all CalPERS employers combined, including his role as acting City Manager, shall not exceed the 960-hour limitation set forth in California Government Code Sections Section 7522.56(d) and 21221(h); and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly rate for the City Manager position is $137.98; and; and

WHEREAS, the hourly rate paid to William Pattison for his services as City Manager on an interim basis is $137.98, which is not less than the minimum or in excess of the maximum hourly rate paid to other employees performing comparable duties, subject to any subsequent adjustment to the payrate as adopted by the City Council and reflected on a publicly available pay schedule; and

WHEREAS, William Pattison has not and will not receive any other benefit, incentive, compensation in lieu of benefit or any other form of compensation in addition to the hourly pay rate; and

WHEREAS, the entire employment agreement between William Pattison and the City of Coachella has been reviewed by this body and is attached hereto as Exhibit A; and

WHEREAS, pursuant to Government Code section 7522.56(e)(1), William Pattison must certify in writing to the City, upon accepting an offer of employment, that he has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to section 7522.56 during the 12-month period preceding the effective date of this appointment.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Coachella, California as follows:

Section 1. The Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

Section 2. William Pattison has the specialized skills needed to perform the work required of fulfill the responsibilities of the vacant position of City Manager on an interim basis until a permanent City Manager is appointed and thereafter begins his or her service, unless sooner terminated by the City or William Pattison.

Section 3. The Council hereby appoints William Pattison as City Manager on an interim basis effective February 2, 2025 pursuant to the authority provided under Government Code section 21221(h), during the recruitment, selection and employment of a permanent City Manager to provide the critically-needed, specialized skills necessary to manage the City.

Section 4. The employment agreement with William Pattison, a copy of which is incorporated herein as **Exhibit A**, is approved by the City Council, effective February 2, 2025.

Section 5. The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Mayor and City Attorney.

PASSED, APPROVED and **ADOPTED** this 12th day of February 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. 2025-07 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of February 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

CITY OF COACHELLA
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of February 2, 2025, by and between the City of Coachella ("City"), a California municipal corporation, and William Pattison ("Retiree"), an individual, on the terms and conditions contained herein. City and Retiree are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties."

RECITALS

A. City desires to employ the services of Retiree as its City Manager on an interim basis to carry out the duties and responsibilities of the City Manager position as provided for by the Coachella City Charter and Municipal Code, and applicable state law, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. Retiree desires to accept employment as City Manager on an interim basis in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. Retiree's employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for other all CalPERS employers, unless an exception applies.

D. The City Council appointed Retiree as City Manager on an interim basis at its February 12, 2025 meeting, as required pursuant to Government Code Section 21221(h). Since the City Manager position was not known to be vacant until February 12, 2025, at which time it became vacant effective on February 2, 2025, the appointment was done retroactive to February 2, 2025 pursuant to consultation with CalPERS.

E. Retiree represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) ("Statutes") and acknowledges that his compensation is statutorily limited as provided in Government Code Section 21221(h). With the execution of this Agreement, Retiree affirms that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement.

F. The City has determined that it is necessary to hire Retiree, a CalPERS retiree, because the position of City Manager requires specialized skills, and Retiree, by virtue of his significant experience as city manager, including as former City Manager for the City, has those specialized skills.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. Retiree accepts employment with City as its City Manager on an interim basis and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. Retiree shall provide service at the direction and under the supervision of the City Council. It is the intent of the Parties that Retiree, as the interim City Manager, shall keep the City Council fully apprised of all significant ongoing operations of City. Toward that end, Retiree shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of the City.

1.2 Term. This Agreement shall become effective on February 2, 2025, unless a later date is agreed on by the Parties. This Agreement shall expire upon whichever of the following events occurs first: (i) upon the employment commencement date of a regular City Manager; or (ii) upon termination of this Agreement by either Retiree or City as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. Retiree acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. Nothing in this Agreement is intended to, or does, confer upon Retiree any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Further, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Retiree, as provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement.

1.4 Duties. Retiree shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City's Charter and Municipal Code, as well as those duties set forth in the City's classification specification for City Manager, if applicable.

1.5 Hours of Work. Retiree shall devote the time necessary to adequately perform his duties as interim City Manager. It is recognized that Retiree will devote a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule taking into account the normal City work schedule. However in no event shall Retiree be required to work in excess of 960 hours per fiscal year in any City position, including hours worked for other CalPERS agencies during such fiscal years, unless an exception applies. The position of interim City Manager shall be deemed a non-exempt position under federal and California wage and hour law.

1.6 Devotion to City Business. The interim City Manager position is full-time. Retiree shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his duties, except as may be specifically authorized in writing by the City Council.

2. Compensation.

2.1 Rate of Pay. For all services performed by Retiree as the City Manager on an interim under this Agreement, City shall pay Retiree compensation at the rate of One Hundred Thirty-Seven Dollars and Ninety-Eight cents ($137.98) per hour, according to the payroll schedule in place for City employees paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the Parties to compensate Retiree only to the extent permitted under Government Code section 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by Ca1PERS and is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the City's publicly-available pay schedule. Such compensation shall be Retiree's sole compensation for his services under this Agreement, unless otherwise required by federal or state law.

2.1.2 Recordation and Reporting of Hours Worked. Retiree will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to Ca1PERS as may be required. City shall assist in any such reporting obligations to Ca1PERS. Additionally, Retiree shall keep City continually apprised of any hours worked by Retiree for other CalPERS agencies during the term of this Agreement.

2.2 Benefits.

2.2.1 No Benefits. Pursuant to Government Code section 21221(h) and related CalPERS regulations and policy statements, Retiree shall not receive from City any benefits City commonly provides to its employees unless required by federal or state law, including without limitation, health, dental, or vision insurance coverage, life insurance, deferred compensation, disability insurance, unemployment insurance, mobile device stipend, vehicle allowance, gym programs, employee assistance programs, and similar benefits.

2.3 Reimbursement. City shall reimburse Retiree for authorized, reasonable and necessary travel expenses incurred by Retiree in the performance of his duties pursuant to this Agreement. Retiree shall document and claim said reimbursement for such travel in the manner and forms required by the City. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and City's adopted reimbursement policies. Such reimbursements shall not be reported to CalPERS. Other than as specifically provided herein, Retiree shall receive no other compensation or reimbursements for expenses incurred in the performance of his duties pursuant to this Agreement.

3. Vacation and Leave.

3.1 No Leave. Retiree and City agree that Retiree, in accordance with Government Code section 21221(h) and related Ca1PERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, management time off, paid holidays or similar leave benefits, unless required by federal or state law.

4. Termination.

4.1 By City. This Agreement may be terminated by City at any time and for any reason after providing written notice to Retiree of such termination. City's only obligation in the event of such termination will be payment to Retiree of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements, or if doing so will preclude a violation of Government Code sections 7522.56 or 21221(h).

4.2 By Retiree. This Agreement may be terminated by Retiree for any reason thirty (30) days after providing written notice to City of such termination. City shall have the option, in its complete discretion, to make Retiree's termination effective at any time prior to the end of such period, provided City pays Retiree all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing to him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. Retiree agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Retiree's employment. Retiree's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Confidential Information.

"Confidential Information" shall include, but not be limited to, all information or material that Retiree learns of or obtains during his employment with City as interim City Manager that is or was confidential or privileged by virtue of it having been discussed or presented in a duly-noticed closed session meeting of the City Council, or otherwise privileged and/or confidential under applicable law, including but not limited to personnel information, information pertaining to on-going or potential litigation, information learned in the context of the attorney-client relationship with the City Attorney or special counsel to the City. Confidential Information as defined includes, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, and other information disclosed or submitted,

orally, in writing, or by any other media, to Retiree by City. Nothing herein shall require City to disclose any of its information to Retiree.

During his employment with City as interim City Manager, Retiree shall use and disclose Confidential Information only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following the termination of this Agreement, Retiree shall not use or disclose any Confidential Information, except with the express written consent of City. Retiree's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict Of Interest.

To the extent that Retiree has an interest, direct or indirect, financial or otherwise, which would materially conflict, as shall be determined by the City Attorney, in any manner or interfere in any way with the performance of services under this Agreement, Retiree shall notify the Mayor of the conflict in advance of, and shall refrain from participating in, any action to be taken by the City on such matter.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below, and or at the last known address maintained in Retiree's personnel file. Retiree agrees to notify City in writing of any change in his address during his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Mayor and City Council

RETIREE: William Pattison
[ADDRESS ON FILE]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 *et seq.*], City will indemnify, defend, and hold Retiree harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Retiree's tenure as interim City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Retiree,

or any actions outside the course and scope of his employment as interim City Manager. City shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause.

7.4 Bonding. City shall bear the full cost of any fidelity or other bonds required of the Retiree in his role as interim City Manager under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Retiree's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Retiree, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Retiree and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended except in a written document signed by Retiree, approved by the City Council and signed by the City's Mayor.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. Retiree shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Retiree, assign its rights and obligations hereunder.

7.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.12 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.13 Acknowledgment. Retiree acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and Retiree has signed and executed this Agreement, as of the date first indicated above.

RETIREE

_____
William Pattison

CITY OF COACHELLA

_____
Stephen A. Hernandez, Mayor

ATTEST:

_____
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

STAFF REPORT
2/12/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Resolution No. 2025-04 "Coachella Healthy Food Truck Operator Permit Fee". City-Initiated

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STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2025-04 establishing an application fee for healthy food truck operator permits.

BACKGROUND:

On January 22, 2025 the City Council adopted Ordinance No. 1218 and 1219 establishing a Coachella Healthy Food Truck Pilot Program that would allow mobile food trucks as a 4-year pilot program with annual permit renewals, subject to menu and operational requirements in City parks, in the Downtown (DT-PV) and Downtown Transition (TR-PV) Zone, and on active date farms. The program would require the mobile food trucks meet nutritional standards set forth in the Blue Zones Food guidelines and Blue Zones Restaurant Pledge with an emphasis on nutritional guidelines The Coachella Healthy Food Truck program requirements are outlined below:

City Parks

- 2 food trucks maximum stationed around Dateland Park, Bagdouma Park, and Rancho Las Flores Park
- 1 food truck maximum at De Oro Park, Sierra Vista Park
- 1 food truck at City of Coachella Civic Center and Corporate Yard
- Operating Hours – 5 p.m. to 10 p.m. weekdays and 8 a.m. to 10 p.m. weekends.
- Administrative approval

Downtown (DT-PV) and Downtown Transition (TR-PV) Zoned parcels located around Coachella Veterans' Memorial Park. These parcels are largely occupied with existing single-family homes and allow the property owner the flexibility to operate a retail and food service businesses. There are 19 eligible parcels.

- 1 food truck per lot or more than 1 food truck on lots or sites larger than 11,500 sq. ft.
- Operate entirely on the property in the front yard and on-site consumption with tables and chairs would be permitted
- Operating Hours – 5 p.m. to 12 a.m.

- Administrative approval

Date Farms

- 3 food trucks maximum per lot with a minimum 1-acre size that must be an active date farm with a minimum of 30 date palm trees
- Requires a minimum of 1 signature food offering with date ingredients or offer of the direct sale of date fruits
- On-site parking required
- Requires activity areas such as cornhole and horseshoes
- Allows accessory retail pop-up businesses
- Operating Hours – 7 a.m. to 10 p.m.
- Planning Commission approval is required as a non-hearing item

DISCUSSION/ANALYSIS:

Coachella Healthy Food Truck Operator Permit Fee

A resolution to establish a healthy food truck operator fee has been prepared. Staff assessed the expenses associated with processing a healthy food truck operator fee and the fully burdened costs are calculated to be $395.65 for the healthy food truck permit and $201.90 for annual permit renewals. Staff recommends that the fee be reduced to $200 for a healthy food truck permit and $100 for permit annual renewals to reduce the cost burden for this pilot program. All business operating in the City of Coachella are also required to obtain a $164 City of Coachella Business Registration Certificate.

ALTERNATIVES:

1) Adopt Resolution No. 2025-04 establishing a Coachella Healthy Food Truck Operator permit fee.
2) Denial of the permit fee.
3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachments:

1. Resolution No. 2025-04 Coachella Healthy Food Truck Operator Permit Fee
   Exhibit A – Healthy Food Truck Operator Permit Fee Analysis

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ESTABLISHING AN APPLICATION FEE FOR HEALTHY FOOD TRUCK OPERATIONS WITHIN THE CITY.

WHEREAS, the City of Coachella, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and.

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including regulating sidewalk vendors; and

WHEREAS, in 2018, the California Legislature passed SB 946 which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB946; and

WHEREAS, on January 17, 2024, the Planning Commission considered the Sidewalk Vendor Ordinance, Ordinance 1209, at a public hearing and recommended that the City Council adopt the ordinance and application fee structure to support the administration of the Sidewalk Vendor Ordinance for proposed sidewalk vendor operators for new applications and application renewals; and

WHEREAS, on February 14, 2024 and February 28, 2024, the City Council considered the Sidewalk Vendor Ordinance, Ordinance No. 1209, at a public hearing and adopted Ordinance No. 1209 at first reading.

WHEREAS, on January 22, 2025, the City Council adopted the Healthy Food Truck Permit Pilot Program, Ordinances No. 1218 and 1219, to promote accessibility to healthy food options and provide pathways toward brick-and-mortar businesses.

WHEREAS, it is the desire of the City Council of the City of Coachella to establish by resolution, an equitable application fee to allow for the administration of healthy food truck operators in the City of Coachella subject to the requirements of Ordinance No. 1218 and 1219; and

WHEREAS, the City has caused to be conducted a cost of service analysis of the proposed fees illustrating the estimated reasonable costs to the City in providing the review and processing of applications for sidewalk vendor operations and said study is on file with the City Clerk; and

WHEREAS, the City Council of the City of Coachella finds and determines that the fees set forth herein shall cover, but not exceed, the estimated reasonable cost of providing the regulatory activity which the fee is charged; and

WHEREAS, the City has noticed this public hearing in compliance with Government Code Section 66018 has made publicly available all data related to the calculation of the fees, and all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein as findings of fact.

SECTION 2. CEQA. The City Council finds that this is not a project as defined by the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4) as the action relates to the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 3. The application fees for healthy food truck operators be $200 for an initial application and $100 for renewals. The fees shall be increased annually each July 1 for inflation by the percentage change as calculated from the year over year change each March from the Consumer Price Index for all Urban Consumers, Riverside-San Bernardino-Ontario, CA published by the U.S. Bureau of Labor Statistics, or a successor index. The fee will be effective upon effective date of Ordinance No. 1218 and 1219.

SECTION 4. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not effect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provision of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 5. 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. City Clerk is the custodian of the record of proceedings.

SECTION 6. Execution of Resolution. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED APPROVED and ADOPTED this 12th day of February 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. 2025-04 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 12th day of February 2025 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

Coachella Healthy Food Truck Operator Permit Fee Analysis

The fee analysis below pertains the initial application administration and annual application renewals. This fee calculation is based on the review of the application by staff of various departments calculated by time spent at the fully burdened hourly rate that includes the Economic Development Department, Finance Department, Planning Division, Code Enforcement Division, Engineering Department, Building Division as identified in Table 2 below. A fee that is approximately half of the full cost recovery would be charged to applicants who are residents from the Coachella Valley.

This fee would recover City staff expenses associated with processing and review of applications. It does not cover the full cost of the administration of the Coachella Healthy Food Truck Pilot Program such as on-going compliance monitoring by the Code Enforcement Division.

Table 1 – Coachella Healthy Food Truck Operator Proposed Fee Structure

	PERMIT FEE* (RECOMMENDED)	RENEWAL* (RECOMMENDED)
Permit Cost	$200	$100

*Permit and Renewal Fees to increase annually based on the Consumer Price Index as verified by the Finance Director.

Table 2. Food Truck Application Fee Justification							
Dept/Division	**Hours of Review 1st time permit**	**Hours of review for Renewal**	**Staff Position**	**Scope of Review**	**Full Burdened Rates/ Hourly**	**Total Hours First Application**	**Renewal**
Economic Development administration	1	1	Economic Development Technician	Review application, confer with Planning on zoning and assist with questions/process	$ 79.87	$79.87	$79.87
Planning Review	2 hrs for 1st time application – review plot plan, eligibility and routing to County for healthy menu certification	.5 hrs – Planning will not review renewal if same site plan and location.	Planning Technician	Receive application, Review site plan and consistency with eligible areas.	$71.74	$143.48	$35.87
Code Enforcement Review/Inspection	1 hr. for 1st time app.	0.5 hr.	Code officer/Manager	App review/enforcement	$112.91	$112.91	$56.46
Building Review and/or Inspection	.5 for application review and compliance (BO)	.25 Bldg. Dept. will inspect on renewals for compliance (BI)	Building Official (BO)/ Building Inspector (BI)	Review application. Inspect proposed location for compliance with ordinance.	$59.39	$59.39	$29.70
Finance Review	None	None	Customer Service	Review fee calculation and receipt payment	N/A	N/A	N/A
Engineering Review	None	None	None	None	N/A	N/A	N/A
Total Fees						**$395.65**	**$201.90**