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

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.
- 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):

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

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.

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

NONE

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 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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

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

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

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

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

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

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

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.

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

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MINUTES

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COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

December 11, 2024
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

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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 Dr. Figueroa, Councilman Delgado (arrived at 5:15 p.m.), Councilmember Galarza (arrived at 5:10 p.pm), Mayor Pro Tem Virgen, and Mayor Hernandez

City Clerk

Absent: 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: Mayor Pro Tem Virgen
Approved: 3-0, Unanimous roll call vote:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

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)
   One (1) Potential Case

2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
   City Labor Negotiator: City Manager Gabriel Martin
   Employee Organization: Teamsters Local 1932 Representing All the Employee Groups

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

The City Council reconvened into open session at 6:00 p.m.

PLEDGE OF ALLEGIANCE:

The City Manager led the Pledge of Allegiance.

CANVASS OF BALLOTS:

3. Adopt Resolution No. 2024-63 Reciting the Fact of the General Municipal Election on November 5, 2024, Declaring the Results and Such Other Matters as Provided by Law

Motion: To approve Adopt Resolution No. 2024-63 Reciting the Fact of the General Municipal Election on November 5, 2024, Declaring the Results and Such Other Matters as Provided by Law

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 5-0, Unanimous roll call vote:

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

RECOGNITION:

4. Recognition of Outgoing Elected Officials

Neftali Galarza was recognized for years of service with the City Council

OATH OF OFFICE:

5. Administration of Oath of Office to Newly Elected Officials

Mayor Steven A. Hernandez

Councilmember Denise Delgado

Councilmember Yadira Perez

City Clerk Angela Zepeda

City Treasurer Mayra Perez

COUNCIL ORGANIZATION:

6. Nomination for the Position of Mayor Pro Tem

Denise Delgado was nominated and appointed the Position of Mayor Pro Tem

Motion: To approve Denise Delgado as the Mayor Pro Tem

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

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

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

7. Coachella Resident Engagement Academy Update

8. Autism Certification Presentation

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.)

9. Regular Meeting Minutes of November 13, 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

10. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of December 11, 2024, $5,411,959.03

11. Investment Report – July 31, 2024

12. Adopt Resolution No. 2024-64 Approving and Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974

13. Authorize the City Manager to Execute a Construction Contract with GMAT Inc, DBA Inland Overhead Door in the Amount of $267,000 and 10% Contingency for the Construction of the Fire Station #79 Garage Door Replacement Project, (F-7)

14. Authorization to file a Notice of Completion for City Project No's P-30 & P-32, Bagdouma Park Misc. Site Improvements

15. Adopt Ordinance No. 1217 Increasing Compensation of the Elected City Clerk and the City Treasurer Positions (Second Reading)

16. Adopt Resolution No. 2024-67 To Increase the Transient Occupancy Tax (TOT) Rate at Thirteen Percent (13%) Pursuant to Measure Y Effective January 1, 2025

17. Adopt Resolution No. 2024-68 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's Active Transportation Program (ATP) Project

18. Adopt Resolution No. 2024-69 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's State Route 86 at Ave 50 Interchange Project

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

20. Authorize the Allocation of Funds in the Amount of $10,000 for the Coachella Youth Art Program

21. Award Maintenance Agreements to both Amtek Construction and Desert Elite Electric, Inc. for the As Needed Electrical Repairs Project No. 102424B, not to Exceed $200,000

22. Appointment of two Commissioners to the Coachella Youth Advisory Commission.

23. Authorize award of a Professional Services Agreement with Citiguard Inc. for Security Guard Services Project No. 082224, for $300,000.

24. Proposal for on-call Professional Services with Dudek in the amount of $31,120.00 for Coachella Sanitary District Sewer System Management Plan (SSMP) Audit

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

Councilmember Virgen stepped away at 7:14 p.m. and returned at 7:16 p.m.

Motion: To approve item #13

Made by: Councilmember Dr. Figueroa

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: Mayor Hernandez
ABSENT: None

Motion: To continue item #19 to January 8th, 2025

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Delgado
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 #20 with integration of the Youth Advisory Commission

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Delgado
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 continue item #25

Made by: Mayor Pro Tem Delgado
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 the Consent Calendar #9 - #18 & #21 - #24, excluding item #13

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

26. Authorize the City Manager to Execute a Construction Contract with Cora Construction, Inc. in the Amount of $1,271,400.00 for the Construction of the Headworks Screening System Improvements Project, City Project No. S-29 and the Approval of Additional Expenditures for a Total Request of $1,518,540.00

Motion: To authorize the City Manager to Execute a Construction Contract with Cora Construction, Inc. in the Amount of $1,271,400.00 for the Construction of the Headworks Screening System Improvements Project, City Project No. S-29 and the Approval of Additional Expenditures for a Total Request of $1,518,540.00

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

27. Adopt Resolution No. 2024-66 Approving American Rescue Plan Act Funds (ARPA) for the State and Local Fiscal Recovery Fund (SLFRF) Program for the Coachella Sanitary District Headworks Screening Improvements Project S-29 in the Amount of $1,090,756

Motion: To approve Resolution No. 2024-66 Approving American Rescue Plan Act Funds (ARPA) for the State and Local Fiscal Recovery Fund (SLFRF) Program for the Coachella Sanitary District Headworks Screening Improvements Project S-29 in the Amount of $1,090,756

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

28. Authorize the City Manager to Execute a Construction Contract with The Van Dyke Corporation in the Amount of $1,119,244.00 for the Construction of the Tyler Street Sewer Improvements, City Project No. S-18 and the Approval of Additional Expenditures for a Total Request of $1,281,168.40

Motion: To authorize the City Manager to Execute a Construction Contract with The Van Dyke Corporation in the Amount of $1,119,244.00 for the Construction of the Tyler Street Sewer Improvements, City Project No. S-18 and the Approval of Additional Expenditures for a Total Request of $1,281,168.40

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Hernandez
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

29. Authorize the City of Coachella to Sponsor the Palm Springs International Film Festival (PSIFF) in the Amount of $20,000

Motion: To authorize the City of Coachella to Sponsor the Palm Springs International Film Festival (PSIFF) in the Amount of $20,000

Made by: Mayor Hernandez
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

30. Approval of the 2025 City Council Meetings Calendar

Motion: To approve the 2025 City Council Meetings Calendar with modifications to not cancel meetings on Conference dates & Spring Break

Made by: Mayor Pro Tem Delgado
Seconded by: Councilmember Dr. Figueroa
Approved: 3-2:

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

31. Coachella Healthy Food Truck Permit Pilot Program

- Introduce Ordinance No. 1218 1st 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)

- Introduce Ordinance No. 1219 1st Reading Coachella Healthy Food Truck Permit Pilot Program (ZOA No. 24-03) for Active Date Farms

Councilmember Virgen stepped away at 8:52 p.m. and returned at 8:58 p.m.

Motion: To approval Coachella Healthy Food Truck Permit Pilot Program - Ordinance No. 1218 (First Reading) & Introduce Ordinance No. 1219 (First Reading) with modification to disallow alcohol

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: Mayor Hernandez
ABSENT: None

PUBLIC COMMENTS:

Jaclyn Cheves in regards to Item #31

With the time being after the 8:00 p.m. and per Resolution No. 2019-34, Public Comments were moved up before item #32 on page 9

None

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

32. Ordinance No. 1220 (First 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

Councilmember Dr. Figueroa stepped away at 9:04 p.m. and returned at 9:05 p.m.

Motion: To approval Ordinance No. 1220 (First 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 with amendment

Made by: Councilmember Virgen
Seconded by: Mayor Hernandez
Approved: 4-1:

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

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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With the time being after the 8:00 p.m. and per Resolution No. 2019-34, Public Comments were moved up before item #32 on page 9.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 10:13 p.m.

_____
Angela Zepeda
City Clerk

City Hall Council Chamber
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MINUTES

CITY COUNCIL SPECIAL MEETING
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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 7, 2025

6:30 PM

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

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CALL TO ORDER:

Mayor Hernandez called the Special Meeting of the City Council of the City of Coachella to order at 6:30 p.m.

ROLL CALL:

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

City Clerk

Absent: 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: Mayor Pro Tem Delgado
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

PLEDGE OF ALLEGIANCE:

The City Clerk led the Pledge of Allegiance.

PUBLIC COMMENTS:

Andrew Simmons

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
   City Labor Negotiator: City Manager Gabriel Martin
   Employee Organization: Teamsters Local 1932 Representing All the Employee Groups

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE 54957(b)(1) (1) Title: City Manager

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1) Title: City Attorney

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 7:41 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 14, 2025

10:00 AM

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:

Mayor Hernandez called the Special Meeting of the City Council of the City of Coachella to order at 10:00 a.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Dr. Figueroa, Councilmember 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"

PLEDGE OF ALLEGIANCE:

The City Clerk led the Pledge of Allegiance.

PUBLIC COMMENTS (CLOSED SESSION 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.

In regards to the public evaluation performance of the City Manager

In Opposition:

Request to Speak:

1. Jesus Gonzalez
2. Juan M. Alvarado Jr.
3. Claudia Lua Alvarado
4. Neftali Galarza
5. Victor Garcia
6. Vanessa Aguilar
7. Ruben Gonzalez

8. Yaya Ortiz
9. Anna L. Garcia
10. Jesus Lopez
11. Dr. Frances Esparza
12. Ariana Rodriguez
13. Joe Moto
14. Armen Paronyan
15. Fernando Escalante
16. Nick Meza
17. Freeman Swank (Armtek)
18. Grace Martin
19. Jason Hernandez
20. Joise Gonzalez
21. Jose Comite Latino
22. Rosalio Avila
23. Israel Morales
24. Jaime Barajas
25. Joey Acuna Jr.
26. Martha Arriola – Representing the staff of Coral Mountain Academy
27. Steve Garcia
28. Jennifer Duran
29. Natalia Gonzalez
30. Amalia U. Deaztlan
31. Marnie Navarro

32. Oscar Fonseca
33. Agustin Arreola
34. Vanessa Sanchez-Meza
35. Bethany Aguiar
36. Matthew Rickert
37. Mayra Perez
38. Angela Zepeda
39. Castulo Estrada
40. Gabriel Perez
41. Hope Huerta
42. Risseth Lora
43. Maritza Martinez
44. Celina Jimenez
45. Ruben Ramirez
46. Andrew Simmons
47. Delia Granados
48. John Kearney
49. Beatrice Hernandez
50. Ismael Ortiz

Via Zoom:

1. Adrian Ruiz
2. Mario Ornelas
3. Rosa Cobadilla

4. Steven Hernandez

Mayor Pro Tem Delgado stepped away at 12:08pm. and returned at 12:15pm.

5. Isela Murillo
6. Michelle Salado
7. CLG
8. Craig Smith
9. Chris
10. Estela Acuna
11. Marissa Aceves
12. Mr. Garcia
13. Luisa Erethia
14. Tanya
15. Duane Young
16. Supervisor Manuel Perez

Via Email:

1. Ray Leon
2. Lelia Namvar
3. Esperanza Arce
4. Luz Gallegos
5. Lorena Robles
6. Yavonne Zapata
7. Christopher Martinez
8. Daniel Garcia

9. Diana Gomez

Councilmember Dr. Figueroa stepped away at 12:50 p.m. and returned at 12:51p.m.

10. Lizbeth Navarro

Councilmember Virgen stepped away at 12:52 p.m. and returned at 12:57 p.m.

11. Maria Ortiz
12. Eduardo Ceja
13. Juan Martinez
14. Diana Quesada
15. Juan Guevara
16. Brandon Marley
17. Jasmin Ceja
18. Juan Garcia

Mayor Hernandez stepped away at 1:10 p.m. and returned at 1:11p.m.

19. Eduardo Garcia
20. Rosa Ceja
21. Steven Perez

Councilmember Virgen stepped away at 1:13 p.m. and returned at 11:13 p.m.

22. Francisco Arce
23. Cesar Huazano
24. Yareli Felix
25. Donald Quigley
26. Elena Bonilla

27. Talitha Barcenas
28. Adriana Gonzalez
29. Yesenia Aispuro
30. Margit F. Chiriaco Rusche
31. Mel Williams
32. Marisol Zamora Silva
33. Gretchen Diaz
34. George Tudor
35. Christy Porter
36. Patty Solis
37. Brenda Gaxiola
38. Katia Lopez
39. Berlinda Blackburn
40. Javier Madrigal
41. Veronica Gomez
42. Victor Valdez
43. Ruben Perez
44. Jose Campos
45. Miguel Navarrete
46. Monica Rodriguez
47. Melanie Aguilar
48. Amelia Rodriguez
49. Jocelyn Vargas
50. Emanuel Garcia

51. Leonard St. Sauver
52. Philip Bautista
53. Monica Rodriguez
54. Craig Armstrong
55. Weld-mart
56. Teran Family
57. Maria Ruiz
58. Janell Percy

In Favor:

Via Zoom:

1. Jonathan Baton
2. Carissa Herrea – Teachers Association
3. David
4. Stephanie Ambriz
5. Christian Bautista

ADJOURN TO CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

PUBLIC EMPLOYEE APPOINTMENT
Title: Acting City Manager

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:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Motion: To place City Manager on paid administrative leave effective immediately

Approved: 3-2:

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

PUBLIC EMPLOYEE APPOINTMENT
Title: Acting City Manager

Motion: To appoint Maritza Martinez as acting City Manager immediately

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

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

No reportable action taken.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager gives his thanks.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 8:08 p.m.

_____
Angela Zepeda
City Clerk

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2507	10/15/2024	48066	US BANK	Sta 9/25/24	9/25/2024	ACC XXXX-XXXX-XXXX-0925,	20,842.23	20,842.23
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		20,842.23

1 checks in this report.

Grand Total All Checks: 20,842.23

Date: **October 15, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
12/09/2024 8:26:35AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2508	12/9/2024	56121	IEHP FOUNDATION	Sponsorship	12/4/2024	BLUE ZONES PROJECT SPOI	200,000.00	200,000.00
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		200,000.00

1 checks in this report.

Grand Total All Checks: 200,000.00

Date: **December 9, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121331	12/11/2024	56115	ACEVES, TERESA	Ref000247921	12/4/2024	UB Refund Cst #00033947 On /	130.00	130.00
121332	12/11/2024	56114	CHAPA, ISELA L.	Ref000247920	12/4/2024	UB Refund Cst #00004145 On /	200.00	200.00
121333	12/11/2024	56116	DIAZ, ARTURO	Ref000247922	12/4/2024	UB Refund Cst #00002728 On /	1,060.00	1,060.00
121334	12/11/2024	55748	DOMINGUEZ, DIANA	Ref000247923	12/4/2024	UB Refund Cst #00032598 On /	100.00	100.00
121335	12/11/2024	56117	HERNANDEZ, JUAN F.	Ref000247924	12/4/2024	UB Refund Cst #00003109 On /	125.00	125.00
121336	12/11/2024	56118	LUA, APOLINAR	Ref000247925	12/4/2024	UB Refund Cst #00003053 On /	1,200.00	1,200.00
121337	12/11/2024	55751	NUNEZ, JENESIA	Ref000247926	12/4/2024	UB Refund Cst #00003114 On /	275.00	275.00
121338	12/11/2024	56119	OLIVAS, CYNTHIA	Ref000247927	12/4/2024	UB Refund Cst #00052745 On /	200.00	200.00
121339	12/11/2024	56120	PADILLA, GERARDO	Ref000247928	12/4/2024	UB Refund Cst #00026649 On /	150.00	150.00
121340	12/11/2024	55758	ROSALES, MARIA	Ref000247929	12/4/2024	UB Refund Cst #00033184 On /	525.00	525.00
121341	12/11/2024	55759	ROSAS, MAYRA	Ref000247930	12/4/2024	UB Refund Cst #00044351 On /	2,300.00	2,300.00
121342	12/11/2024	55761	SORIA, MAYELA M	Ref000247931	12/4/2024	UB Refund Cst #00002959 On /	325.00	325.00
121343	12/11/2024	55918	ZAVALA, JESUS	Ref000247932	12/4/2024	UB Refund Cst #00056374 On /	150.00	150.00
						Sub total for WELLS FARGO BANK:		6,740.00

13 checks in this report.

Grand Total All Checks: 6,740.00

Date: **December 11, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2509	12/11/2024	52366	ALTA LANGUAGE SERVICES, II	S754531	11/30/2024	NOV2024 SPANISH LISTENIN(	174.00	174.00
2510	12/11/2024	54859	AMAZON CAPITAL SERVICES,	1KNX-YDML-V6I	11/17/2024	ADIR DIGITAL DISTANCE MEA	78.93	
				11CT-4YQX-VKF	11/17/2024	BIRD FLY 50PCS LANYARD BU	17.01	95.94
2511	12/11/2024	49989	ANDREAS LLC	87709	12/5/2024	BUSINESS CARDS: Y. PEREZ	122.46	122.46
2512	12/11/2024	45929	BECK OIL, INC.	143690	11/30/2024	PE11/30 GRAFFITI DEPT FUE	155.92	
				143451	11/30/2024	PE11/30 INFO TECH DEPT FU	58.78	214.70
2513	12/11/2024	43462	BEST BEST & KRIEGER, LLP	1015671	12/6/2024	PE11/30, #80237, GENERAL R	36,849.33	
				1015678	12/6/2024	PE11/30, #80237.00857, RENE	11,752.20	
				1015673	12/6/2024	PE11/30, #80237.00445, DESE	5,761.30	
				1015679	12/6/2024	PE11/30, #80237.00866, KPC S	5,037.75	
				1015677	12/6/2024	PE11/30, #80237.00851, GLEN	4,916.30	
				1015674	12/6/2024	PE11/30, #80237.00500, PRA F	4,738.50	
				1015681	12/6/2024	PE11/30, #80237.00877, LA EN	2,673.90	
				1015676	12/6/2024	PE11/30, #80237.00820, ENVIF	1,941.70	
				1015686	12/6/2024	PE11/30, #80237.00888, 2024 A	850.00	
				1015675	12/6/2024	PE11/30, #80237.00810, LABO	827.70	
				1015680	12/6/2024	PE11/30, #80237.00875, MESC	662.00	
				1015672	12/6/2024	PE11/30, #80237.00211, GENE	343.20	
				1015684	12/6/2024	PE11/30, #80237.00885, LAFC(	331.00	
				1015682	12/6/2024	PE11/30, #80237.00883, AIRPC	141.75	
				1015683	12/6/2024	PE11/30, #80237.00884, ARMT	74.70	
				1015685	12/6/2024	PE11/30, #80237.00886, COPY	18.40	76,919.73
2514	12/11/2024	53123	GRANICUS	192750	10/29/2024	CUSTOMIZATIONS- GOVACCI	1,500.00	1,500.00
2515	12/11/2024	52784	THE PUN GROUP LLP	115005	11/30/2024	FY23/24 AUDIT SVCS	20,000.00	20,000.00
						T FOR WELLS FARGO BANK -SEPARATE CHECK:		99,026.83

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121344	12/11/2024	55142	AKEL ENGINEERING GROUP,	241219-02	11/8/2024	PE10/31 WATER & SEWER GI	16,084.75	16,084.75
121345	12/11/2024	00836	BIO-TOX LABORATORIES	46703	11/18/2024	10/7+21, 11/4 LAB SERVICES	905.75	
				46702	11/18/2024	10/7+21, 11/4 LAB SERVICES	855.35	1,761.10
121346	12/11/2024	55974	BOB MURRAY & ASSOCIATES	10858	11/15/2024	FINANCE DIRECTOR RECRUI	8,474.77	8,474.77
121347	12/11/2024	56112	CALIFORNIA ASSOCIATION OI	01438	10/1/2024	HEXAVALENT CHROMIUM RE	25,000.00	25,000.00
121348	12/11/2024	46445	CALIFORNIA BUILDING STAN[	Jul-Sep 2024	12/3/2024	JUL-SEP2024, SB1473 QTRLY	1,009.62	1,009.62
121349	12/11/2024	56087	CASILLAS, MARIA E.	Expns	12/3/2024	FEB-NOV2024 MISC EXPENSI	441.56	441.56
121350	12/11/2024	53964	CITY OF COACHELLA	ST-93 Pjct	12/9/2024	WATER IMPACT FEES (AVE 5(	10,949.22	10,949.22
121351	12/11/2024	53220	COACHELLA ACE HARDWARE	7467/1	7/22/2024	POULTRY NETTING, WIRE ST	66.18	66.18
121352	12/11/2024	09950	CVWD	Deposit	12/4/2024	PLAN CK DEPOSIT- AVE 50 BI	10,000.00	10,000.00
121353	12/11/2024	55353	D.R. HORTON LOS ANGELES	1001	12/3/2024	AVE 50 WIDENING FROM MAI	527,807.00	527,807.00
121354	12/11/2024	49859	DEAZTLAN CONSULTING, LLC	2024-32	12/3/2024	LAFCO SPHERE OF INFLUEN	11,016.25	11,016.25
121355	12/11/2024	55843	DECKARD TECHNOLOGIES, II	1730	9/24/2024	SHORT TERM RENTAL MONIT	5,000.00	5,000.00
121356	12/11/2024	51700	DELGADO, DENISE	Mlge	12/9/2024	2023-24 MILEAGE REIMBURS	530.64	530.64
121357	12/11/2024	12870	DEPARTMENT OF JUSTICE	775367	11/5/2024	OCT2024 FINGERPRINTS	147.00	147.00
121358	12/11/2024	47952	DESERT LIVE SCAN	4466	11/29/2024	NOV2024 FINGERPRINT SVC:	75.00	75.00
121359	12/11/2024	49765	DESERT PUBLICATIONS, INC.	103240	12/2/2024	12/1 ARTS+CULTURE AD	4,740.00	4,740.00
121360	12/11/2024	54644	DIGITAL PALM SPRINGS	774493-1	11/30/2024	11/1-30 SOCIAL MEDIA ADS: F	4,000.00	
				779345-1	11/30/2024	11/5-30 SOCIAL MEDIA ADS: T	2,989.00	
				767796-3	11/30/2024	9/1-11/5 SOCIAL MEDIA ADS: I	2,327.00	9,316.00
121361	12/11/2024	55819	FERRELLGAS	Sta 11/26/24	11/26/2024	11/14+25+26 SVC CHRGS @ 1	2,862.99	2,862.99
121362	12/11/2024	51494	GARDA CL WEST, INC.	10801984	12/1/2024	DEC2024 ARMORED TRANSP	1,294.30	1,294.30
121363	12/11/2024	56122	GEARGRID, LLC	0025303-IN	12/5/2024	LOCKERS, SHELF & HANGER	11,868.00	11,868.00
121364	12/11/2024	55169	INDUSTRIAL HEALTH MEDICA	00013108	11/30/2024	NOV2024 DRUG TEST & PHYS	150.00	150.00
121365	12/11/2024	53801	INFOSEND, INC.	275848	11/29/2024	OCT-NOV2024 UTILITY BILLIN	5,469.09	5,469.09
121366	12/11/2024	53151	KLOB-FM	775094-2	11/24/2024	10/28-11/1 AD SPOT: MOVIES	460.00	460.00
121367	12/11/2024	45051	LAMAR OF PALM SPRINGS	116550470	11/25/2024	11/25-12/22 POSTER ADVERT	1,273.00	
				116550475	11/25/2024	11/25-12/22 POSTER ADVERT	845.45	2,118.45
121368	12/11/2024	42709	LANDMARK CONSULTANTS, II	LP1224-68	12/3/2024	11/7-20 SOIL TESTING @ MES	2,760.00	2,760.00
121369	12/11/2024	45257	LIEBERT CASSIDY WHITMORI	280223	10/31/2024	PE10/31: #CO015-00010	696.50	696.50
121370	12/11/2024	53830	LOPEZ, YOLANDA M.	Edu Reimb	12/5/2024	FY24/25 EDUCATION REIMBU	2,000.00	2,000.00
121371	12/11/2024	55842	MIG, INC.	0088865	11/17/2024	PE10/31 ADA SELF-EVALUATI	4,750.00	4,750.00
121372	12/11/2024	52757	OLLIN STRATEGIES	303	11/15/2024	NOV2024 CONSULTING SVCS	5,000.00	5,000.00
121373	12/11/2024	01395	PJ'S DESERT TROPHIES & GI	27715	12/2/2024	EMPLOYEE RECOGNITION AV	1,541.48	1,541.48

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121374	12/11/2024	42759	PROPER SOLUTIONS, INC.	16603	11/22/2024	WE 11/22: AHUMADA+LORED	3,071.20	
				16604	11/22/2024	WE 11/22: J. MUNOZ	1,692.80	
				16625	11/29/2024	WE 11/29: J. MUNOZ	1,153.22	
				16623	11/29/2024	WE 11/29: M. BORJAS	1,108.80	
				16602	11/22/2024	WE 11/22: M. BORJAS	685.44	7,711.46
121375	12/11/2024	52327	QUADIENT LEASING USA, INC	Q1615750	11/28/2024	12/30-3/29, LSE #N24083160, I	1,067.39	1,067.39
121376	12/11/2024	52995	RM BROADCASTING, LLC	IN-1241133310	11/30/2024	11/1 AD SPOT: MOVIES IN TH	100.00	100.00
121377	12/11/2024	44161	ROBERT HALF	64359553	11/26/2024	WE 11/22: I. GOMEZ	1,766.40	
				64383399	12/3/2024	WE 11/29: I. GOMEZ	1,192.32	2,958.72
121378	12/11/2024	47658	RUIZVA L. PEST CONTROL	148	11/11/2024	NOV2024 SVCS @ FIRE STAT	95.00	95.00
121379	12/11/2024	55888	SHAW HR CONSULTING, INC.	012721	12/3/2024	JULY-SEP2024 CONSULTING	375.00	375.00
121380	12/11/2024	44581	SIGNARAMA	INV-126273	12/3/2024	INSTLL'D MDO SIGNS @ AVE	1,620.31	1,620.31
121381	12/11/2024	55790	SILVERADO TOWING	3725	12/2/2024	12/2 TOWING- 49420 COPPEF	150.00	150.00
121382	12/11/2024	55590	STANDARD INSURANCE COM	Dec2024	11/18/2024	DEC2024 LIFE/AD&D/STD/LTD	6,538.20	
				Dec2024	11/18/2024	DEC2024 LIFE/AD&D PREMIU	583.36	7,121.56
121383	12/11/2024	55590	STANDARD INSURANCE COM	Nov2024	11/15/2024	NOV2024 DENTAL PPO PREM	4,812.94	
				Nov2024	11/15/2024	NOV2024 VISION PREMIUM #	1,553.51	
				Nov2024	11/15/2024	NOV2024 DENTAL HMO PREM	1,273.17	
				Nov2024	11/15/2024	NOV2024 COBRA PREMIUM #	17.30	7,656.92
121384	12/11/2024	54979	SWEETWATER SOUND HOLD	43048732	11/13/2024	SHURE ULXD PROFESSIONA	705.79	705.79
121385	12/11/2024	51093	T-MOBILE USA, INC.	9587443128	11/27/2024	11/15-12/13 GPS LOCATE	115.00	115.00
121386	12/11/2024	45053	TYLER TECHNOLOGIES, INC.	045-492351	11/6/2024	10/23+28 ERP MIGRATION	3,200.00	
				045-492942	11/13/2024	11/5+6 ERP MIGRATION	3,200.00	
				045-494459	11/20/2024	11/12+13 ERP MIGRATION	2,400.00	8,800.00
121387	12/11/2024	48971	XPRESS GRAPHICS & PRINTI	24-66776	12/3/2024	YOUTH ADVISORY COMMISS	361.78	
				24-66775	12/3/2024	CHRISTMAS TREE LIGHTING	215.58	
				24-66767	12/3/2024	EMPLOYEE ANNIVERSARY B/	69.93	
				24-66803	12/4/2024	HOMETOWN HEROES PROG	61.14	708.43
						Sub total for WELLS FARGO BANK:		712,575.48

51 checks in this report.

Grand Total All Checks: 811,602.31

Date: **December 11, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121388	12/18/2024	56128	CANCHOLA, SANTIAGO	Ref000248357	12/16/2024	UB Refund Cst #00045729	81.86	81.86
121389	12/18/2024	56134	GIRALDO, JOSE	Ref000248365	12/16/2024	UB Refund Cst #00058380	49.62	49.62
121390	12/18/2024	47224	GONZALEZ, HELEN	Ref000248356	12/16/2024	UB Refund Cst #00033884	73.31	73.31
121391	12/18/2024	56131	HERNANDEZ, CAROLINA	Ref000248360	12/16/2024	UB Refund Cst #00057742	30.29	30.29
121392	12/18/2024	56127	LOPEZ, ANDREA A.	Ref000248355	12/16/2024	UB Refund Cst #00003257	63.24	63.24
121393	12/18/2024	56129	PRESTO PROPERTIES GROU	Ref000248358	12/16/2024	UB Refund Cst #00054102	1,656.00	1,656.00
121394	12/18/2024	56097	PULTE GROUP CO, LLC	Ref000248361	12/16/2024	UB Refund Cst #00057816	17.97	17.97
121395	12/18/2024	56099	PULTE GROUP CO, LLC	Ref000248362	12/16/2024	UB Refund Cst #00058028	73.68	73.68
121396	12/18/2024	56130	TERRILL, TRACY	Ref000248359	12/16/2024	UB Refund Cst #00055659	76.22	76.22
121397	12/18/2024	56132	TWENTY-NINE PALMS BAND (	Ref000248363	12/16/2024	UB Refund Cst #00058232	932.26	932.26
121398	12/18/2024	56133	URBANO DE TORRES, MARIA	Ref000248364	12/16/2024	UB Refund Cst #00058255	37.09	37.09
						Sub total for WELLS FARGO BANK:		3,091.54

11 checks in this report.

Grand Total All Checks: 3,091.54

Date: **December 18, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2516	12/18/2024	54859	AMAZON CAPITAL SERVICES,	1GWQ-46K9-GY	12/1/2024	VERTUO PLUS DELUXE COFI	1,163.40	
				1XTV-G6RN-FH	12/3/2024	LOGITECH COMBO TOUCH IF	429.54	
				1QMP-RRRY-RL	12/5/2024	AT875R SHOTGUN CONDENS	367.58	
				1WPP-GF3R-D7	12/4/2024	NUDELL LEATHERETTE DOC	207.20	
				1W6W-YR6V-3C	12/10/2024	SMEAD PRESSBOARD CLASS	127.39	
				1TPG-7DKT-F1F	12/4/2024	ITOYA SPRINGPOST BINDER	101.37	
				1WDH-Y11W-9F	11/25/2024	UNICORN BEETLE PRO CASE	70.66	
				1HKK-19Q1-R61	10/23/2024	BOSTITCH B8 STAPLES 1/4 IN	44.46	
				1WJL-FLH7-7W	12/6/2024	ITOYA SPRINGPOST BINDER	33.79	
				137M-KKYN-FW	12/4/2024	OUZOUSTATE LINED SPIRAL	31.51	
				1RMQ-FJJ3-QR	12/1/2024	NAMEPLATE HOLDER WALL (	20.54	2,597.44
2517	12/18/2024	45929	BECK OIL, INC.	141677	11/15/2024	PE11/15 WATER DEPT FUEL	1,075.05	
				141675	11/15/2024	PE11/15 STREETS DEPT FUE	886.00	
				143626	11/30/2024	PE11/30 WATER DEPT FUEL	866.33	
				143662	11/30/2024	PE11/30 SANITARY DEPT FUE	800.38	
				143624	11/30/2024	PE11/30 STREETS DEPT FUE	706.03	
				141714	11/15/2024	PE11/15 SANITARY DEPT FUE	641.05	
				141704	11/15/2024	PE11/15 CODE ENF DEPT FUI	521.76	
				143651	11/30/2024	PE11/30 CODE ENF DEPT FUI	510.18	
				141680	11/15/2024	PE11/15 PARKS DEPT FUEL	414.07	
				143642	11/30/2024	PE11/30 VEHICLE MAINT DEP	406.03	
				141695	11/15/2024	PE11/15 SENIOR CNTR FUEL	253.88	
				143629	11/30/2024	PE11/30 PARKS DEPT FUEL	220.81	
				141694	11/15/2024	PE11/15 VEHICLE MAINT DEP	181.73	
				143620	11/30/2024	PE11/30 LLMD DEPT FUEL	148.38	
				141669	11/15/2024	PE11/15 ENG DEPT FUEL	145.92	
				141671	11/15/2024	PE11/15 LLMD DEPT FUEL	145.64	
				143643	11/30/2024	PE11/30 SENIOR CNTR FUEL	142.84	
				143618	11/30/2024	PE11/30 ENG DEPT FUEL	107.68	
				141718	11/15/2024	PE11/15 BLDG MAINT DEPT F	81.10	
				143666	11/30/2024	PE11/30 BLDG MAINT DEPT F	79.69	
				143667	11/30/2024	PE11/30 ADMIN DEPT FUEL	38.74	
				143919	12/2/2024	DIESEL FUEL	1,294.66	9,667.95

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2518	12/18/2024	49486	BRC CONSTRUCTION	1083	12/4/2024	INSTLL'D FENCE @ DIST 31	2,640.00	
				1057	11/13/2024	RPR'D HINGES, 1" TUBE, ETC	926.00	
				1055	11/13/2024	RPLC'D 1" TUBE & PICKETS @	573.00	
				1058	11/13/2024	REINFORCED POST, ETC @ I	383.00	
				1054	11/13/2024	RPLC'D PICKETS @ DIST 31	366.00	
				1056	11/13/2024	RPLC'D PICKETS @ DIST 10	366.00	5,254.00
2519	12/18/2024	43862	BRENNTAG PACIFIC, INC	BPI476704	11/20/2024	APPLIED CREDIT INV #BPI47(	4,759.34	
				BPI476705	11/20/2024	APPLIED CREDIT INV #BPI47(	1,220.86	5,980.20
2520	12/18/2024	49858	CV PIPELINE CORP.	S3573	11/8/2024	11/7 HYDRO-WASH, ETC @ C	2,840.00	2,840.00
2521	12/18/2024	44036	DE LAGE LANDEN PUBLIC	83344579	12/12/2024	ACC #1338330, COLOR COPIE	216.41	216.41
2522	12/18/2024	43672	DESERT VALLEY SERVICES IN	652219	11/19/2024	TISSUE TOILET 2PL	1,306.88	
				653628	12/3/2024	S/O DISP TLT SEAT COVER, E	703.45	
				652212	11/18/2024	LINER 33GL, URINAL SCREEN	526.93	
				652605	11/21/2024	LINER 55GL	221.74	
				652888	11/25/2024	LINER 33GL/55GL	81.91	
				652614	11/21/2024	TOWEL ROLL HARDWOUND '	68.19	
				652322	11/19/2024	COG CLEANER M/P XCELENT	65.81	2,974.91
2523	12/18/2024	53799	ENTERPRISE FM TRUST	FBN5174713	11/6/2024	NOV2024 LEASE CHRGS (FOI	35,455.66	
				FBN5205066	12/5/2024	DEC2024 LEASE CHRGS (FOI	35,182.80	70,638.46
2524	12/18/2024	44713	FARMER BROTHERS CO.	95676578	11/22/2024	CUPS, LIDS, JACKETS, COFF	1,119.63	1,119.63
2525	12/18/2024	00207	GRAINGER INC	9314889875	11/13/2024	DOOR CLOSER	1,177.55	
				9308905810	11/7/2024	TACTICAL FLASHLIGHTS	469.02	
				9312318182	11/11/2024	PAVEMENT STENCIL	395.75	
				9314889859	11/13/2024	TOILET SEAT	123.38	
				9328122339	11/26/2024	ELECTROLYTE FREEZER PO	80.04	2,245.74
2526	12/18/2024	51892	HERC RENTALS, INC.	34886216-003	11/26/2024	10/27-11/26 ROAD GRADER R	8,966.85	
				34999150-002	11/13/2024	10/8-11/7 BOOM STRAIGHT R	5,879.89	
				35072456-003	11/7/2024	10/31-11/5 LIGHT TOWER RN	2,328.32	
				35072456-001	11/4/2024	10/31-11/4 LIGHT TOWER RN	952.58	18,127.64

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2527	12/18/2024	00996	HOME DEPOT	6013252	11/26/2024	5GAL HD JUGS, CORNER BR/	418.73	
				3012384	11/19/2024	ORANGE SAFETY BARRIER F	394.33	
				5152554	11/27/2024	DTM PAINT, RED GALV STEEI	320.19	
				6025847	11/6/2024	MILWAUKEE PACKOUT LRG (	292.20	
				5013381	11/27/2024	HSK HD STRAP J-HOOK, ETC	186.59	
				3012340	11/19/2024	RESP REPLACEMENT FILTER	159.73	
				6013263	11/26/2024	PERFORMAX 2PC TOILET RE	124.98	1,896.75
2528	12/18/2024	53308	KNOWBE4, INC.	INV356802	11/21/2024	KNOWBE4 SECURITY AWARE	9,599.04	9,599.04
2529	12/18/2024	56046	LAKSAR REESE TRADING CO	1295	11/23/2024	12/19 LOCK REESE QUARTET	2,200.00	2,200.00
2530	12/18/2024	53552	QUENCH USA, INC.	INV08257639	12/1/2024	AC D347648, DEC2024 RNTL,	41.53	
				INV08265394	12/1/2024	AC D347651, DEC2024 RNTL,	41.53	83.06
2531	12/18/2024	32950	SAFETY-KLEEN SYSTEMS, IN	95657565	11/9/2024	11/7 SVC	302.95	302.95
2532	12/18/2024	55424	SCA OF CA, LLC	110273CS	11/30/2024	11/1 STREET SWEEPING	200.00	200.00
2533	12/18/2024	55651	SEEK PERSONNEL STAFFING	001933	12/2/2024	WE 11/24+12/1: ESPINO+GAL	5,722.40	
				001934	12/2/2024	WE 11/24+12/1: I. HERNANDE	2,576.00	
				001922	11/19/2024	WE 11/17: I. HERNANDEZ	1,619.20	9,917.60
2534	12/18/2024	48436	UNIVAR SOLUTIONS USA INC.	52598577	11/25/2024	SODIUM HYPOCHLORITE	11,596.68	
				52613045	12/2/2024	SODIUM HYPOCHLORITE	760.73	
				52613046	12/2/2024	SODIUM HYPOCHLORITE	713.18	13,070.59
2535	12/18/2024	50229	URBAN HABITAT	9361	12/12/2024	PE12/31 AVE 50 ST & MEDIAN	347,735.10	347,735.10
2536	12/18/2024	54400	US BANK	7555743	11/25/2024	WASTEWATER REV RFNDNG	2,750.00	
				7555736	11/25/2024	RDVLPMNT AGENCY SUBORI	2,120.00	4,870.00
2537	12/18/2024	55817	VESTIS SERVICES, LLC	NOV2024	11/30/2024	PE11/30, CUST #792282344/4	3,423.35	
				NOV2024 SAN	11/30/2024	PE11/30, CUST #792282347, L	1,083.00	
				NOV2024 CC	11/30/2024	PE11/30, CUST #792567364, M	753.84	
				26803208	11/7/2024	POLO W/ EMBROIDERY	27.17	5,287.36

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2538	12/18/2024	50629	VINTAGE ASSOCIATES, INC	234714	11/15/2024	NOV2024 LNDSCPE MAINT @	12,700.00	
				234719	11/15/2024	NOV2024 LNDSCPE MAINT @	10,135.00	
				234717	11/15/2024	NOV2024 LNDSCPE MAINT @	5,300.00	
				234715	11/15/2024	NOV2024 LNDSCPE MAINT @	5,247.00	
				234720	11/15/2024	NOV2024 LNDSCPE MAINT @	5,050.00	
				234828	10/31/2024	INSTLL'D TREES AND PLANTS	4,695.00	
				234815	10/31/2024	INSTLL'D PLANTS @ 6TH ST	3,560.00	
				234810	10/31/2024	INSTLL'D TREES & PLANTS @	1,675.00	
				235127	11/30/2024	INSTLL'D POTS @ SENIOR CI	1,600.00	
				235126	11/30/2024	INSTLL'D POINSETTIAS @ 6T	1,400.00	
				235128	11/30/2024	RPR'D IRRGTN @ VARIOUS L	660.00	
				234772	10/31/2024	REPROGRAMMED CONTROL	650.00	52,672.00
2539	12/18/2024	54671	WILMINGTON TRUST N. A.	20241207-11615	12/7/2024	COACHELLA POB REVENUE I	2,000.00	2,000.00
2540	12/18/2024	53596	XTREME HEATING AND AIR	2641	11/8/2024	SVC'D A/C UNITS/EVAP WTR	2,316.00	2,316.00
2541	12/18/2024	54719	YUNEX LLC	90003234	11/22/2024	RPLC'D POLARA PPB'S @ AVI	13,950.50	
				90003264	11/26/2024	OCT2024 TRAFFIC SIGNAL M	2,071.50	
				5610003645	11/25/2024	OCT2024 TRAFFIC SIGNAL C	973.00	16,995.00
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		590,807.83

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121399	12/18/2024	46835	AIR AND HOSE SOURCE, INC.	585035	11/13/2024	MALE BRANCH TEE, ETC	121.80	121.80
121400	12/18/2024	56049	ARAMBUL, JUAN	Refund	12/11/2024	DEPOSIT REFUND- 12/3 LIBR	300.00	300.00
121401	12/18/2024	54860	ARMSTRONG GROWERS	SI-334411	11/7/2024	GERANIUM ZONAL "DYNAMO	857.30	
				SI-333872	11/5/2024	POTTING SOIL	39.18	
				CM-335595	11/15/2024	GERANIUM ZONAL "DYNAMO	-857.30	39.18
121402	12/18/2024	46355	BEN CASTILLO PAINTING INC	10047	11/1/2024	INTERIOR PAINTING @ CORF	850.00	850.00
121403	12/18/2024	54157	BRAX COMPANY, INC.	56560	11/21/2024	RPR'D LEESON MOTOR	2,149.14	2,149.14
121404	12/18/2024	44494	BURRTEC WASTE & RECYCLI	BD 11/1/24	11/1/2024	AC 44-BS 405340, 85075 AVE	65.38	65.38
121405	12/18/2024	55591	CICCS TRUST	2024-12	12/5/2024	DEC2024 CICCS TRUST EAP	171.90	171.90
121406	12/18/2024	02273	CLAIREMONT EQUIPMENT	RA23580-01	11/20/2024	11/7-20 WATER TRUCK RNTL	4,184.22	4,184.22
121407	12/18/2024	53220	COACHELLA ACE HARDWARE	8120/1	11/14/2024	CLOROX CLEANUP FRESH 3:	16.29	
				8162/1	11/22/2024	MISC FASTENERS	5.15	
				8169/1	11/25/2024	QUIK INT DETAILER 16OZ, ET	17.38	
				8167/1	11/25/2024	ADJ WRENCH SET, WRENCH	261.17	
				8096/1	11/10/2024	SOLDER PLUMBERS KIT, ETC	128.29	
				8216/1	12/4/2024	TRUFUEL 50:1 MIX, ETC	103.28	
				8205/1	12/3/2024	TITANIUM DRILL BIT 1/2" & MI	92.76	
				8181/1	11/27/2024	DIAB SAW BLD, ETC	82.16	
				8092/1	11/9/2024	LED FLASHLIGHT & PANAMA	70.66	
				8079/1	11/7/2024	ACE UTILITY GLOVES	60.86	
				8150/1	11/19/2024	CHEM SPLASH GOGGLES	41.30	
				8170/1	11/25/2024	ACE LTX ZONE MRK YLW	39.14	
				8213/1	12/4/2024	HARD BRIM HAT MESH SIDE,	32.59	
				8211/1	12/3/2024	ACE LARGE BOX	30.41	981.44

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121408	12/18/2024	54137	CONSERVE LANDCARE LLC	411163	11/29/2024	NOV2024 LNDSCPE MAINT @	60,697.00	
				412782	11/29/2024	RMV'D VINE @ DIST 13	626.00	
				412786	11/29/2024	RPR'D VALVE @ DIST 33	416.56	
				412785	11/29/2024	RPR'D VALVE @ DIST 20	305.71	
				412776	11/29/2024	RPLC'D VALVE @ DIST 35	289.39	
				412777	11/29/2024	RPLC'D VALVE @ DIST 19	230.36	
				412787	11/29/2024	RPLC'D VALVE @ DIST 33	217.48	
				412784	11/29/2024	RPR'D VALVE @ DIST 24	208.41	
				412775	11/29/2024	RPR'D VALVE @ DIST 30	205.65	
				412779	11/29/2024	RPR'D VALVE @ DIST 31	197.81	
				412778	11/29/2024	RPR'D VALVE @ DIST 30	192.09	
				412788	11/29/2024	RPR'D MAIN LINE @ DIST 16	141.96	
				412774	11/29/2024	RPR'D IRRGTN @ DIST 16	132.74	
				404283	11/8/2024	RPLC'D VALVE @ DIST 16	44.10	63,905.26
121409	12/18/2024	56125	CRUZ, JESUS	Refund	12/9/2024	DEPOSIT REFUND- 12/7 LIBR	300.00	300.00
121410	12/18/2024	56113	CV PHOTO BOOTHS	186	12/3/2024	12/19 PHOTO BOOTH @ HOL	750.00	750.00
121411	12/18/2024	09950	CVWD	Fees	12/5/2024	PLAN CK FEES- AVE 50 BRID(	10,806.00	10,806.00
121412	12/18/2024	44718	DAMARA'S FLOWERS	12075	11/16/2024	SPRAY ARRANGEMENT- LYDI	105.00	
				12076	11/17/2024	SPRAY ARRANGEMENT- JOS	105.00	210.00
121413	12/18/2024	54135	DEL VALLE INFORMADOR INC	2024-207	12/14/2024	12/5 AD: HOLIDAY PARADE	500.00	500.00
121414	12/18/2024	44836	DESERT CITY GLASS, INC	2225	11/20/2024	INSTLL'D IG GREY/CLR ANNE	287.46	287.46
121415	12/18/2024	01089	DESERT ELECTRIC SUPPLY	S3227909.002	11/5/2024	MHD209L24U 63WATT 120-22	774.90	
				S3252954.001	11/5/2024	LEV GFWT2-W 20A RECEPTA	572.39	
				S3252954.002	11/7/2024	INT-MAT WP7000BR 1G WP C	251.08	
				S3253840.001	11/7/2024	HARD HAT TURBO FAN, ETC	133.35	
				S3247359.001	10/31/2024	FOCUS RP-14-2PAR38 BRCK	85.44	1,817.16
121416	12/18/2024	54461	DESERT GROWERS NURSER	3387	11/5/2024	5GAL MEXICAN BIRD	156.60	156.60
121417	12/18/2024	53007	DESERT PROMOTIONAL &	101437	11/13/2024	SOFT SHELL JACKET W/ EME	395.85	
				101435	11/13/2024	POLOS+JACKETS W/ EMBRO	374.10	
				101602	11/21/2024	8" DIAMOND CRYSTAL W/ EN	157.69	927.64

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121418	12/18/2024	13700	DEWEY PEST CONTROL INC.	17049361	11/1/2024	AC2012540, NOV2024, 51301	1,200.00	
				17049362	11/1/2024	AC2012536, NOV2024, 48400	1,200.00	
				17034684	11/1/2024	AC1281218, NOV2024, 51251	900.00	
				17034683	11/1/2024	AC1281215, NOV2024, SIERR	301.00	
				17045972	11/1/2024	AC1450610, NOV2024, DE OR	160.00	
				17037593	11/1/2024	AC103361, NOV2024, 1540 7T	80.00	
				17045971	11/1/2024	AC1434611, NOV2024, DIST 3	60.00	3,901.00
121419	12/18/2024	55683	DUDEK	202409882	11/21/2024	PE10/25 TYLER ST SEWER C	7,387.50	7,387.50
121420	12/18/2024	55021	E E SYSTEMS GROUP, INC.	CC101624	10/16/2024	SOLAR HYBRID MICROGRID	1,362.50	1,362.50
121421	12/18/2024	14860	E. K. WOOD LUMBER COMPA	518416	11/13/2024	50LB KLEEN SWEEP PLUS	96.95	96.95
121422	12/18/2024	14700	E. S. BABCOCK & SONS, INC.	CK41260-0076W	11/22/2024	SEPT-OCT2024 LAB SAMPLE	4,487.34	4,487.34
121423	12/18/2024	54924	EL TRANVIA RESTAURANT	10062024	10/6/2024	MEASURE Y OUTREACH EVE	848.24	
				10032024	10/3/2024	COACHELLA PROSPERA MTC	709.09	1,557.33

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121424	12/18/2024	48977	EVERON	156958140	11/3/2024	DC-FB2025 CELL/ESUITE/FIR	324.00	
				156958129	11/3/2024	DC-FB2025 FIRE, 84625 BAGI	306.30	
				156958121	11/3/2024	DC-FB2025 ALARM/EXT SVC	296.41	
				156958132	11/3/2024	DC-FB2025 ALARM/EXT SVC	278.56	
				156958134	11/3/2024	DC-FB2025 ALARM/EXT SVC	270.09	
				156958131	11/3/2024	DC-FB2025 ALARM/EXT SVC	265.64	
				156958138	11/3/2024	DC-FB2025 ALARM/ESUITE/C	263.57	
				156958136	11/3/2024	DC-FB2025 ALARM/PRIME CE	260.31	
				156958127	11/3/2024	DC-FB2025 ALARM/EXT SVC	255.06	
				156958133	11/3/2024	DC-FB2025 ALARM/EXT SVC	254.21	
				156958135	11/3/2024	DC-FB2025 ALARM/EXT SVC	254.21	
				156958120	11/3/2024	DC-FB2025 ALARM/EXT SVC	250.32	
				156958125	11/3/2024	DC-FB2025 FIRE INSPCTN/MI	239.15	
				156958124	11/3/2024	DC-FB2025 FIRE, 87101 AVE S	192.00	
				156958137	11/3/2024	DC-FB2025 ALARM, BGDMA S	188.49	
				156958130	11/3/2024	DEC2024 CELL/EXT SVC PLN	155.28	
				156887592	10/28/2024	TRIP CHRG @ 1377 6TH ST	75.00	
				156958141	11/3/2024	DC-FB2025 EQUIP LSE/EXT S	1,779.47	
				156958122	11/3/2024	DEC2024 ALARM/EXT SVC PL	1,414.03	
				156958123	11/3/2024	DC-FB2025 FIRE/EXT SVC PL	611.42	
				156958139	11/3/2024	DC-FB2025 EQUIP LSE/EXT S	546.14	
				156958126	11/3/2024	DC-FB2025 EQUIP LSE/EXT S	329.02	
				156958128	11/3/2024	DC-FB2025 FIRE/EXT SVC PL	327.00	9,135.68
121425	12/18/2024	44088	FERGUSON ENTERPRISES, IN	4919321	11/18/2024	1.28 GPF G2 OPTIMA PLUS, E	4,685.64	
				4931045	11/21/2024	VB REP KIT F/V-500-A, ETC	151.61	4,837.25
121426	12/18/2024	51494	GARDA CL WEST, INC.	20623928	11/30/2024	NOV2024 EXCESS LIABILITY/I	448.42	448.42
121427	12/18/2024	56126	GREEN PRO SOLUTIONS	25313	10/22/2024	HEAVY DUTY DEGREASER	2,887.74	2,887.74

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121428	12/18/2024	20450	IMPERIAL IRRIGATION DISTRI	50387122-NV24	12/10/2024	AC50387122, 11/1-12/4, SEWE	54,006.33	
				50408460-NV24	12/4/2024	AC50408460, 10/29-11/27, WE	16,881.35	
				50705542-NV24	12/9/2024	AC50705542, 10/31-12/4, PERI	1,303.11	
				50371785-NV24	12/3/2024	AC50371785, 10/29-11/27, LIFT	847.44	
				50705544-NV24	12/9/2024	AC50705544, 11/1-12/3, PERM	281.24	
				50459796-NV24	12/3/2024	AC50459796, 10/29-11/27	80.82	
				50434217-NV24	12/3/2024	AC50434217, 10/29-11/27	78.32	
				50217597-NV24	12/9/2024	AC50217597, 11/1-12/4	64.12	
				50522793-NV24	12/3/2024	AC50522793, 10/29-11/27, SCA	58.78	
				50459795-NV24	12/3/2024	AC50459795, 10/29-11/27	55.77	
				50459819-NV24	12/3/2024	AC50459819, 10/29-11/27	41.24	
				50035836-NV24	12/9/2024	AC50035836, 11/1-12/3, WELL	35.53	
				50487676-NV24	12/9/2024	AC50487676, 10/31-12/4, LIFT	16.34	73,750.39
121429	12/18/2024	45108	IMPERIAL SPRINKLER SUPPL	0018450850-001	11/12/2024	TURF ROYALE PRILLED YN 5(	2,464.62	
				0018453449-001	11/12/2024	LODGE POLE TREE STAKE, E	289.70	
				0018450063-001	11/12/2024	ALLIANCE GL100 WELL LIGH	151.37	
				0018399775-001	11/7/2024	HUNTER MP ROTATOR, ETC	131.06	
				0018411682-001	11/8/2024	CATCHYCAN 30GAL TRASH C	104.83	3,141.58
121430	12/18/2024	51600	IRC, INC.	2024110021	12/1/2024	NOV2024 PRE-EMPLOYMENT	737.25	737.25
121431	12/18/2024	42444	JERNIGANS SPORTING GOOI	19510	11/20/2024	NOV2024 EMPLOYEE WORK	440.39	440.39
121432	12/18/2024	47328	KONICA MINOLTA	46053617	11/30/2024	C550I, 1515 6TH ST, NOV 202	641.01	641.01
121433	12/18/2024	44047	KONICA MINOLTA BUSINESS	9010208945	11/25/2024	BIZHUB 282, FIRE DEPT, 10/2	12.92	12.92
121434	12/18/2024	44767	KUNA FM	709131-1	11/30/2024	11/25-30 AD SPOT: TREE LIGI	760.00	
				709131-2	12/8/2024	12/1-6 AD SPOT: TREE LIGHT	740.00	1,500.00
121435	12/18/2024	24600	LOPES HARDWARE	0000985	10/7/2024	2001 PADLOCKS, MASTER LC	885.17	
				0001170	11/25/2024	UTILITY PUMP, PICK HAMMEI	676.33	
				0001104	10/14/2024	12FT CORDS, 1/8" ROPE ROL	406.64	
				0001079	10/31/2024	ROLLER COVERS, HOSE, HO	376.83	
				0001039	10/18/2024	1/2" PVC CAPS, DUCT TAPE, I	307.71	2,652.68
121436	12/18/2024	54700	MACIAS NURSERY INC.	98357	11/6/2024	TEXAS OLIVE, YUCCA ROSTF	3,728.15	3,728.15
121437	12/18/2024	49857	MANPOWER US INC.	39091925	11/24/2024	WE 11/24: DURAN+VARGAS	2,852.00	
				39077381	11/17/2024	WE 11/17: DURAN+VARGAS	2,664.85	
				39106440	12/1/2024	WE 12/1: DURAN+VARGAS	1,711.20	
				39121963	12/8/2024	WE 12/8: I. DURAN	1,390.35	8,618.40
121438	12/18/2024	51579	METLIFE- GROUP BENEFITS	0083887039	11/29/2024	JAN2025 AD&D/LIFE #001096	299.55	299.55

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121439	12/18/2024	01882	NORTHERN TOOL & EQUIPME	54218152	11/4/2024	245PC MECHANICS TOOL, ET	294.71	
				54294871	11/20/2024	1YR ADVANT RENEWED	43.49	
				54367693	12/3/2024	ULTRA-TOW TIRE REPAIR	17.39	355.59
121440	12/18/2024	47192	O'REILLY AUTO PARTS	2855-329157	11/5/2024	BATTERY & WRENCH	467.47	
				2855-329751	11/7/2024	BATTERY	459.12	
				2855-331891	11/13/2024	NEW CV SHFT	411.56	
				2855-333429	11/18/2024	BATTERY	227.21	
				2855-332205	11/14/2024	NEW CV SHFT	166.56	
				2855-329813	11/7/2024	5GAL HYDRL OIL	163.10	
				2855-332222	11/14/2024	NEW CV SHFT	156.33	
				2855-331880	11/13/2024	REFLEX TRUCK	140.81	
				2855-327328	10/30/2024	WATER PUMP, 1GAL ANTIFRE	140.07	
				2855-325396	10/24/2024	RAD FAN ASSM	139.78	
				2855-331449	11/12/2024	BATTERY	112.58	
				2855-329843	11/7/2024	WIPER BLADES	65.03	
				2855-329495	11/6/2024	CERAMIC PAD	60.28	
				2855-329833	11/7/2024	MOTOR OIL & OIL FILTER	50.09	
				2855-334374	11/21/2024	4IN RED LED	43.20	
				2855-329187	11/5/2024	BATTERY CABLE	22.82	
				2855-334195	11/20/2024	TOGGLE SWITCH	8.15	
				2855-325168	10/23/2024	STOP/TAIL LT	4.77	2,838.93
121441	12/18/2024	54812	PAX FITNESS REPAIR, LLC	2939	11/26/2024	INSTLL'D CUSTOM CABLES @	428.16	428.16
121442	12/18/2024	02028	PETE'S ROAD SERVICE, INC.	24-0800680-00	11/19/2024	DISMOUNT/MOUNT NEW TIR	632.86	
				24-0801476-00	11/21/2024	SVC CALL: MOTO GRADER F	246.75	
				24-0800348-00	11/18/2024	FLAT REPAIR	42.79	
				24-0800873-00	11/19/2024	FLAT REPAIR	40.61	963.01
121443	12/18/2024	01395	PJ'S DESERT TROPHIES & GI	27712	12/2/2024	12"X24" VEHICLE MAGNETS,	1,440.72	
				27680	11/13/2024	24"X12" MAGNETIC SIGNS	333.61	
				27717	12/3/2024	HOMETOWN HERO PLAQUES	316.31	
				27687	11/14/2024	2"X10" NAME PLATES & HOLD	270.24	
				27721	12/4/2024	2"X10" NAME PLATE & HOLDE	38.61	
				27656	10/31/2024	2"X10" NAME PLATE	18.49	2,417.98
121444	12/18/2024	42433	POOL & ELECTRICAL PRODU	0018487683-001	11/14/2024	1LB FIRST CHOICE 4MO COP	989.33	989.33
121445	12/18/2024	56003	PREFERRED CONSTRUCTION	14129	11/30/2024	INSTLL'D TOILET PARTITIONS	1,293.00	1,293.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121446	12/18/2024	42759	PROPER SOLUTIONS, INC.	16644	12/6/2024	WE 12/6: J. MUNOZ	1,692.80	
				16643	12/6/2024	WE 12/6: G. AHUMADA	1,535.60	
				16642	12/6/2024	WE 12/6: L. SERRATO	1,248.60	
				16624	11/29/2024	WE 11/29: G. AHUMADA	1,036.53	5,513.53
121447	12/18/2024	54500	RELIABLE TRANSLATIONS CC	29625	12/11/2024	12/11 CC MTG SVCS	392.00	
				29594	12/9/2024	12/9 DOCUMENT TRANSLATI(	207.36	
				29439	11/19/2024	11/19 PARK & REC MTG SVCS	147.00	
				29431	11/18/2024	11/18 DOCUMENT TRANSLAT	91.52	837.88
121448	12/18/2024	52365	RESORT PARKING SERVICES	10058	11/18/2024	12/6 HOLIDAY PARADE SVCS	3,868.86	
				10057	11/18/2024	11/2 RUN W/ LOS MUERTOS S	1,664.94	5,533.80
121449	12/18/2024	44161	ROBERT HALF	64397124	12/9/2024	WE 12/6: I. GOMEZ	1,766.40	1,766.40
121450	12/18/2024	02296	RYCO TOWING INC.	33461	6/27/2024	6/27 TOWING: 1237 CAMINO I	275.00	
				33590	9/14/2024	9/14 TOWING: 83458 TROPIC/	185.00	460.00
121451	12/18/2024	52991	S & D CAR WASH MANAGEME	ARB205472	10/31/2024	OCT2024 CAR WASH SERVIC	426.39	
				ARB207931	11/30/2024	NOV2024 CAR WASH SERVIC	321.54	747.93
121452	12/18/2024	55628	SAENZ, SOFIA	Refund	12/9/2024	DEPOSIT/FEE REFUND- 12/1(	536.00	536.00
121453	12/18/2024	55272	SALAS, LAWRENCE Y.	Nov2024	12/10/2024	NOV2024 CITIZENSHIP CLAS:	1,015.00	1,015.00
121454	12/18/2024	55682	SALCIDO, SANDRA E.	5169	12/4/2024	NOV2024 ZUMBA CLASSES	585.00	
				5168	11/12/2024	OCT2024 ZUMBA CLASSES	520.00	1,105.00
121455	12/18/2024	55790	SILVERADO TOWING	3750	12/13/2024	SPECIAL TOW @ 84688 DAM/	300.00	300.00
121456	12/18/2024	35000	SMART & FINAL	661299	12/4/2024	GRAHAM CRACKERS, MARSI	142.64	
				865400	12/3/2024	8OZ FOAM CUPS, DISP POLY	124.05	266.69
121457	12/18/2024	35450	SOCALGAS	1377 6th-NV24	11/26/2024	AC 012 623 3791 6, 10/23-11/2	103.26	
				1540 7th-NV24	11/26/2024	AC 008 423 3900 4, 10/23-11/2	71.60	
				87075Av54-NV2	11/26/2024	AC 123 573 5834 5, 10/23-11/2	63.25	
				1515 6th-NV24	11/26/2024	AC 031 523 3700 6, 10/23-11/2	61.58	
				84626Bag-NV24	11/26/2024	AC 153 323 6215 9, 10/23-11/2	24.83	
				1500 6th-NV24	11/26/2024	AC 020 678 1257 4, 10/23-11/2	15.53	
				BagPool-NV24	11/26/2024	AC 069 323 6500 7, 10/23-11/2	14.79	354.84
121458	12/18/2024	35430	SOUTH COAST A.Q.M.D.	4442378	11/1/2024	ID 98112, D75075, EM ELEC G	541.04	
				4444656	11/1/2024	ID 98112, FY24/25, EMISSION:	165.96	707.00
121459	12/18/2024	47319	SPARKLETTS	9467308 112424	11/24/2024	NOV2024 WATER @ SANITAR	177.03	177.03

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121460	12/18/2024	55659	STAPLES	6017704910	11/25/2024	SPLS 8.5X11 30 REC COPY C:	343.65	
				6017704907	11/25/2024	ACCENT CABINET WITH DOC	284.70	
				6017704912	11/25/2024	MESH DESK ORGANIZER, SH	207.70	
				6017704911	11/25/2024	SPLS 8.5X11 COPY CS, GEL V	138.41	
				6017704913	11/25/2024	PLASTIC SHOPPING BAGS	82.51	
				6017704908	11/25/2024	BATTERY ALKALINE AA 36PK,	72.94	
				6017704906	11/25/2024	BUSINESS/ITC 14 ROUND BA	28.81	1,158.72
121461	12/18/2024	56135	STATEWIDE SERVICES, INC.	1890	11/27/2024	INSTLL'D MANHOLES @ AVE	10,800.00	10,800.00
121462	12/18/2024	56136	STRATEGIC ENERGY EXPERT	3008	12/2/2024	NOV2024 CITY MUNICIPAL UT	6,500.00	
				3007	10/30/2024	OCT2024 CITY MUNICIPAL UT	5,460.00	
				3004	10/5/2024	SEPT2024 CITY MUNICIPAL U	5,200.00	17,160.00
121463	12/18/2024	56124	SUNBELT RENTALS, INC.	162504100-0001	11/26/2024	11/25-12/22 CROWD BARRIEF	5,340.80	5,340.80
121464	12/18/2024	00102	SUNLINE TRANSIT AGENCY	INV08294	10/31/2024	OCT2024 CNG FUEL	858.49	858.49
121465	12/18/2024	54979	SWEETWATER SOUND HOLD	43038025	11/12/2024	SHURE ULXD PROFESSIONA	73,363.70	
				43374121	12/3/2024	SHURE ULXD PROFESSIONA	5,601.72	78,965.42
121466	12/18/2024	36300	SWRCB FEES	SW-0300156	11/20/2024	#7 33M1000212, FY24/25, PHA	10,920.00	
				WD-0277809	12/4/2024	#7A333235001, FY24/25 SR86	563.00	11,483.00
121467	12/18/2024	54651	THE REINALT-THOMAS CORP	1207738	11/12/2024	INSTLL'D TIRES ON 2018 FOF	283.78	283.78
121468	12/18/2024	54879	THREE PEAKS CORP	3	11/30/2024	PE11/30 BGDMA PRK MISC SI	182,793.47	182,793.47
121469	12/18/2024	38250	TOPS N BARRICADES	1110362	11/5/2024	10/18-11/4 CHNGBLE MSG SIC	2,535.00	
				1110359	11/5/2024	10/27-11/4 CHNGBLE MSG SIC	2,040.00	
				1110350	11/5/2024	REFLECTIVE GLASS BEADS &	719.93	
				1110322	11/5/2024	11/1-4 BARRICADE RNTLS	663.00	
				1110358	11/5/2024	11/1-4 K-RAIL WATER FILL RN	432.00	
				1110405	11/6/2024	CAUTION BANNER TAPE, LEI	286.00	
				1110627	11/19/2024	MESH CLASS II LIME W/ SLV,	123.65	
				1110331	11/5/2024	JACKET PULLOVER LIME HO	87.00	
				1110543	11/14/2024	LED BATON FLASHLIGHT, ET	68.48	
				1110344	11/5/2024	ORANGE BASEBALL CAP, ET	20.10	
				1110360	11/5/2024	10/21-11/4 CHNGBLE MSG SIC	3,870.00	10,845.16
121470	12/18/2024	56123	TOWMEDIC TRANSPORT	24-14434	10/25/2024	9/24 TOWING: INDIO BLVD/VA	195.00	195.00
121471	12/18/2024	45053	TYLER TECHNOLOGIES, INC.	045-496221	12/4/2024	11/18-20+27 ERP MIGRATION	4,696.00	4,696.00
121472	12/18/2024	55885	V.M. POOL SERVICES AND RE	482	11/24/2024	NOV2024 FOUNTAIN/POOL M	610.00	
				425	10/23/2024	INSTLL'D CIRCULATION PUM	475.80	1,085.80

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121473	12/18/2024	39640	VALLEY LOCK & SAFE	B312106	11/22/2024	CK-USB CYBER LOCK KEYS	870.00	
				191185	11/29/2024	INSTLL'D UP ROD/CYBER CY	850.66	
				190575	11/6/2024	INSTLL'D CYBER CYLINDER (	452.74	2,173.40
121474	12/18/2024	55530	VENLO RV	121651	11/26/2024	7.1GAL PROPANE	28.96	28.96
121475	12/18/2024	55816	VERIZON CONNECT FLEET U	380000064415	12/2/2024	NOV2024 VEHICLE TRACKINC	1,324.31	
				609000058747	11/1/2024	OCT2024 VEHICLE TRACKINC	1,309.10	2,633.41
121476	12/18/2024	44966	VERIZON WIRELESS	6100033971	12/1/2024	AC371867190-00002, 11/2-12/	290.99	290.99
121477	12/18/2024	44775	VISTA PAINT CORPORATION	2024-697914-00	11/7/2024	FILTER EASY OUT 100 MESH.	82.22	82.22
121478	12/18/2024	01732	WAXIE SANITARY SUPPLY	82873205	11/19/2024	CLEAR LINER & CAR WASH N	601.69	601.69
121479	12/18/2024	53200	WEST CALI PLUMBING	1764	11/13/2024	RPR'D TOILET @ VETERANS	220.00	220.00
121480	12/18/2024	49778	WEST COAST ARBORISTS, IN	222354	11/21/2024	11/21 INSTLL'D TREES @ LIBI	1,200.00	
				222365	11/22/2024	11/22 TREE MAINT @ LLMD	4,500.00	
				222364	11/20/2024	11/20 TREE MAINT @ LLMD	3,600.00	
				222355	11/21/2024	11/20-21 INSTLL'D TREES @ (	2,400.00	11,700.00
121481	12/18/2024	48971	XPRESS GRAPHICS & PRINTI	24-66418	11/17/2024	VETERAN POLE BANNERS	671.85	671.85
						Sub total for WELLS FARGO BANK:		592,822.47

109 checks in this report.

Grand Total All Checks: 1,183,630.30

Date: **December 18, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2542	12/18/2024	52552	HR GREEN PACIFIC, INC.	177629	7/26/2024	PE7/29 BROADBAND MASTEF	37,363.75	
				178565	8/23/2024	PE8/23 BROADBAND MASTEF	21,110.50	
				179743	9/27/2024	PE9/27 BROADBAND MASTEF	16,051.25	74,525.50
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		74,525.50

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121482	12/18/2024	46356	C.V. CONSERVATION COMMIS	Nov2024	12/18/2024	NOV2024 LDMF MULTI-SPECI	33,363.00	33,363.00
121483	12/18/2024	09650	CVAG	Nov2024	12/18/2024	NOV2024 TUMF FEES	54,800.00	54,800.00
121484	12/18/2024	55562	DRAW FOR SMILES	121924	12/18/2024	12/19 CARICATURE ARTIST @	1,200.00	1,200.00
121485	12/18/2024	54214	GALARZA-TOLEDO, NEFTALI	Mlge	12/18/2024	JULY-NOV2024 MILEAGE REII	599.65	599.65
121486	12/18/2024	48839	ILLUSION AND ART BALLOON	1.034	12/16/2024	12/19 BALLOON COLUMNS &	1,300.00	1,300.00
121487	12/18/2024	01178	SPOTLIGHT 29 CASINO	C12192024	12/18/2024	12/19 EMPLOYEE HOLIDAY P/	9,874.98	9,874.98
						Sub total for WELLS FARGO BANK:		101,137.63

7 checks in this report.

Grand Total All Checks: 175,663.13

Date: **December 18, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121488	1/8/2025	56140	FERRY, FIONA	Ref000248428	12/31/2024	UB Refund Cst #00058820	79.81	79.81
121489	1/8/2025	47224	GONZALEZ, HELEN	Ref000248423	12/31/2024	UB Refund Cst #00033884	61.87	61.87
121490	1/8/2025	56139	GRACE, ROGER	Ref000248427	12/31/2024	UB Refund Cst #00058681	10.77	10.77
121491	1/8/2025	56137	ORTIZ-LUIS, ANGELICA	Ref000248424	12/31/2024	UB Refund Cst #00041908	49.31	49.31
121492	1/8/2025	56138	SANCHEZ, BRENDA	Ref000248425	12/31/2024	UB Refund Cst #00057580	57.70	57.70
121493	1/8/2025	56132	TWENTY-NINE PALMS BAND (	Ref000248426	12/31/2024	UB Refund Cst #00058232	2.50	2.50
						Sub total for WELLS FARGO BANK:		261.96

6 checks in this report.

Grand Total All Checks: 261.96

Date: **January 8, 2025**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2543	1/8/2025	54859	AMAZON CAPITAL SERVICES,	1P1L-NPRM-4DI	12/12/2024	SAMSUNG 75IN CLASS 4K CF	1,735.62	
				14HD-DT3P-GG	12/3/2024	SAMSUNG 75IN CLASS 4K CF	867.81	
				17JM-WGTV-PN	12/7/2024	BANGSON MINI FRIDGE W/ F	522.12	
				14DH-CXVQ-MV	12/21/2024	BUSINESS PRIME ANNUAL MI	379.54	
				1CXT-KQKC-4C	12/16/2024	27IN COMPUTER PRIVACY SC	261.18	
				1R1V-G697-3MF	12/16/2024	OTTERBOX IPHONE 16 PRO I	32.59	
				1D47-Q3PX-K19	12/17/2024	SPACE HEATER	25.00	3,823.86
2544	1/8/2025	49989	ANDREAS LLC	87729	12/17/2024	BUSINESS CARDS: S. VIRGEI	244.92	244.92
2545	1/8/2025	53291	ANGENIOUS ENGINEERING	19-07A-049	11/30/2024	PE11/30 AVE 50 BRIDGE	14,096.63	14,096.63
2546	1/8/2025	45929	BECK OIL, INC.	145524	12/15/2024	PE12/15 GRAFFITI DEPT FUE	135.71	135.71
2547	1/8/2025	49486	BRC CONSTRUCTION	1092	12/13/2024	RPLC'D 4IN MTRS/INSTLL'D T	2,675.00	2,675.00
2548	1/8/2025	43862	BRENNTAG PACIFIC, INC	BPI481038	12/10/2024	APPLIED CREDIT INV #BPI48(	5,214.34	5,214.34
2549	1/8/2025	02320	CALPERS	1000000177345	12/16/2024	#6373819375, JAN2025 HEALT	146,511.76	
				1000000177345	12/16/2024	#6373819375, JAN2025 HEALT	15,698.29	162,210.05
2550	1/8/2025	46730	CALPERS	1000000177740	12/17/2024	2025 RPLCMNT BENEFIT CNT	7,126.05	7,126.05
2551	1/8/2025	00749	COUNTY OF RIVERSIDE	SH0000047156	12/11/2024	10/17-11/13 LAW ENFORCEMI	823,615.03	
				SH0000047157	12/11/2024	10/17-11/13 LAW ENFORCEMI	12,139.20	835,754.23
2552	1/8/2025	49100	GOLDMAN, RONALD A.	Nov2024	11/30/2024	NOV2024 SVCS: KPC, LA ENT	3,251.00	3,251.00
2553	1/8/2025	00207	GRAINGER INC	9334829489	12/4/2024	PLASTIC PIPE SHUT OFF TO(	655.69	
				9337844576	12/6/2024	3/8IN OD TUBING	460.47	
				9333044890	12/3/2024	CLEANOUT PLUG	193.27	1,309.43
2554	1/8/2025	00996	HOME DEPOT	8014207	12/4/2024	HUSKY 42-12 COMBO BLK	541.58	
				8014166	12/4/2024	MKE M18 GEN 3 1/2" COMPAC	307.69	849.27
2555	1/8/2025	44957	INTERWEST CONSULTING GF	1106592	12/16/2024	NOV2024 BUILDING INSPECT	512.00	512.00
2556	1/8/2025	53780	JACOBSSON ENGINEERING	374-002	12/16/2024	PE12/13 MESQUITE WATER C	1,207,248.13	1,207,248.13
2557	1/8/2025	54985	MUNISERVICES LLC	INV06-020099	12/17/2024	OCT-DEC2024 SVCS: UTILITY	4,755.91	
				INV06-019808	11/6/2024	CLEARVIEW/STARS 2024 SVC	330.75	5,086.66

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2558	1/8/2025	53475	RUDYS ELECTRIC	20798	12/12/2024	RPR'D WALKWAY LIGHTING (	1,654.00	
				20796	12/12/2024	RPLC'D MAIN CONTROL CON	1,245.00	
				20799	12/12/2024	RPLC'D BURNED OUT WIRIN(	1,029.40	
				20800	12/12/2024	RPLC'D BURNED ELECTRICA	768.00	
				20802	12/12/2024	RPLC'D EXHAUST FAN @ RLF	739.00	
				20795	12/12/2024	RPLC'D TREE LIGHTING @ 15	729.50	
				20797	12/12/2024	TRBLSHT POWER OUTAGE, E	665.00	
				20794	12/12/2024	RPLC'D BALLAST @ 1515 6TH	260.50	
				20801	12/12/2024	INSTLL'D RECEPTACLE @ RL	258.95	7,349.35
2559	1/8/2025	54567	VARI SALES CORPORATION	91183450	12/2/2024	VARIDESK CUBE CORNER 36	488.40	488.40
2560	1/8/2025	55817	VESTIS SERVICES, LLC	26881168	12/4/2024	JACKETS W/ EMBROIDERY	170.66	170.66
2561	1/8/2025	51697	WESTERN WATER WORKS SU	1409844-02	12/4/2024	1 CPLG INSTA-TITE PEP	2,296.80	
				1410730-00	12/10/2024	SOFT COPPER TUBING 100F	1,120.13	
				1410466-00	11/8/2024	DIP V-BIO POLYWRAP	725.80	
				1410640-00	11/27/2024	SOFT COPPER TUBING 60FT	672.08	
				1410665-00	12/4/2024	SOFT COPPER TUBING 60FT	672.08	
				1410683-00	12/5/2024	SOFT COPPER TUBING 60FT	672.08	
				1410602-01	12/4/2024	2 ADAPTER MIP X QJ 110 COI	340.61	
				1410701-00	12/6/2024	SS BOLT W/ BLUE NUT SET, I	330.60	
				1407828-05	12/4/2024	1 90 CPLG QJ 110 COMP CTS	325.17	
				1410705-00	12/9/2024	RING NA GSKT	51.66	7,207.01
2562	1/8/2025	54776	WILMINGTON TRUST N. A.	Feb2025	12/17/2024	CWA WATER REV REFUNDIN	60,565.48	60,565.48
2563	1/8/2025	54777	WILMINGTON TRUST N. A.	Feb2025	12/17/2024	CWA WATER REV REFUNDIN	92,433.38	92,433.38
						T FOR WELLS FARGO BANK -SEPARATE CHECK:		2,417,751.56

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121494	1/8/2025	03650	BARBARA SINATRA CHILDREN	Nov 2024	12/2/2024	11/4 SVCS: LAW ENFORCEME	462.00	462.00
121495	1/8/2025	46355	BEN CASTILLO PAINTING INC	10049	12/16/2024	INTERIOR PAINTING @ CORF	1,100.00	1,100.00
121496	1/8/2025	55648	BRAWLEY ANALYTICAL, INC.	INV-000711	11/13/2024	NOV2024 LABORATORY BIOA	3,750.00	3,750.00
121497	1/8/2025	43634	CACEO	300021287	12/19/2024	2025 MBRSHP RNWL: J. ZENI	100.00	
				300021288	12/19/2024	2025 MBRSHP RNWL: R. ROS	100.00	
				300021289	12/19/2024	2025 MBRSHP RNWL: P. HER	100.00	300.00
121498	1/8/2025	53220	COACHELLA ACE HARDWARE	8244/1	12/10/2024	EDGE TERR BRD BRN & STAI	129.34	
				8243/1	12/10/2024	SUPPLY HOSE, CABLETIE 8",	124.66	254.00
121499	1/8/2025	54137	CONSERVE LANDCARE LLC	399999	10/31/2024	OCT2024 LNDSCPE MAINT @	60,697.00	60,697.00
121500	1/8/2025	52375	CORE & MAIN LP	V890846	11/19/2024	INSTA-TITE IPS CPLG	1,186.33	1,186.33
121501	1/8/2025	11800	COUNTY OF RIVERSIDE	AN0000003051	12/24/2024	NOV2024 ANL SHLTR+FIELD+	63,054.61	63,054.61
121502	1/8/2025	09950	CVWD	Nov 2024	12/1/2024	CN 332543, NOV2024 WELL R	49,873.52	49,873.52
121503	1/8/2025	54602	DE FRANCISCO SHEK, ANDRI	24031	12/19/2024	DIA DE LOS MUERTOS STICK	300.00	300.00
121504	1/8/2025	49859	DEAZTLAN CONSULTING, LLC	000011	12/19/2024	LAFCO SPHERE OF INFLUEN	5,440.23	5,440.23
121505	1/8/2025	54135	DEL VALLE INFORMADOR INC	2024-198	11/30/2024	11/27 AD: TREE LIGHTING/HC	500.00	500.00
121506	1/8/2025	12870	DEPARTMENT OF JUSTICE	785898	12/23/2024	NOV2024 BLOOD ALCOHOL A	175.00	
				782261	12/4/2024	NOV2024 FINGERPRINTS	147.00	322.00
121507	1/8/2025	01089	DESERT ELECTRIC SUPPLY	S3254042.001	11/7/2024	L-FSE KLDR002.TXP 2A 600V	302.14	302.14
121508	1/8/2025	53007	DESERT PROMOTIONAL &	101756	12/3/2024	HOODED JACKETS+SWEATS	5,873.59	
				101924	12/12/2024	POLOS+CARDIGAN+SHIRTS '	307.76	
				101302	11/6/2024	POLOS+CARDIGAN+SHIRTS '	269.70	
				101090	10/24/2024	POLOS+CARDIGAN+SHIRTS '	242.51	
				101084	10/24/2024	POLOS+CARDIGAN+SHIRTS '	240.34	
				101490	11/15/2024	POLOS+CARDIGAN+SHIRTS '	238.16	
				100854	10/11/2024	POLOS W/ EMBROIDERY	157.69	
				101185	10/30/2024	POLOS+SHIRTS W/ EMBROIL	156.60	
				101503	11/18/2024	POLOS W/ EMBROIDERY	116.36	
				101406	11/12/2024	POLO W/ EMBROIDERY	43.50	7,646.21
121509	1/8/2025	55683	DUDEK	202410075	11/26/2024	PE10/25 CSD HEADWORKS S	16,743.12	
				202409763	12/9/2024	PE10/25 DEVELOPMENT OF \	6,235.00	
				202409762	12/9/2024	PE10/25 WELL #16 REHAB SV	4,870.00	
				202410370	12/9/2024	PE11/22 TYLER ST SEWER C/	4,160.31	32,008.43
121510	1/8/2025	14700	E. S. BABCOCK & SONS, INC.	CG41076-0076D	7/30/2024	JUNE2024 SAMPLES FOR WA	2,658.49	2,658.49

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121511	1/8/2025	15750	FEDEX	8-725-12548	12/27/2024	DEC2024 FEDEX SVCS	94.95	
				8-710-03925	12/13/2024	DEC2024 FEDEX SVCS	29.12	
				8-730-78094	1/3/2025	DEC2024 FEDEX SVCS	9.39	133.46
121512	1/8/2025	55592	GODINEZ, MARTIN	Scholarship	12/18/2024	2024 CVSL SCHOLARSHIP- AI	40.00	40.00
121513	1/8/2025	01864	HAAKER EQUIPMENT COMPA	C1AKEQ	11/26/2024	SEAL KIT, SHOE, TIGER TAIL	1,170.48	1,170.48
121514	1/8/2025	56141	HABITAT FOR HUMANITY OF T	2024	12/12/2024	COMMUNITY BASED GRANT	1,000.00	1,000.00
121515	1/8/2025	54740	HEPTAGON SEVEN CONSULT	20241201	12/11/2024	PE12/4 AVE 50 MEDIAN IMPR'	4,520.00	4,520.00
121516	1/8/2025	56142	IGLESIA FUENTE DE VIDA	Refund	12/16/2024	DEPOSIT RFND- 10/26+11/23+	300.00	300.00
121517	1/8/2025	20450	IMPERIAL IRRIGATION DISTRI	50035755-OT/N'	12/10/2024	AC50035755, 9/26-11/27, PUM	102.72	102.72
121518	1/8/2025	45108	IMPERIAL SPRINKLER SUPPL'	0018593235-001	11/25/2024	2GAL COOLER, PVC PIPE CU	315.99	
				0018449410-001	11/12/2024	RANGER PRO 2.5G, ETC	128.91	444.90
121519	1/8/2025	53801	INFOSEND, INC.	277476	12/19/2024	BROADBAND SURVEY INSER	1,209.63	1,209.63
121520	1/8/2025	55978	KIMLEY-HORN AND ASSOCIA	30291116	11/30/2024	PE11/30 LOCAL ROAD SAFET	1,804.44	1,804.44
121521	1/8/2025	48293	KOA CORPORATION	JB92071-49	11/15/2024	PE10/25 AVE 50 IMPROVEMEI	2,273.00	2,273.00
121522	1/8/2025	49561	LSA ASSOCIATES, INC.	196763	11/30/2024	PE11/30 ANNEXATION OF PO	1,872.50	1,872.50
121523	1/8/2025	55842	MIG, INC.	0089350	12/18/2024	PE11/30 ADA SELF-EVALUATI	4,492.50	4,492.50
121524	1/8/2025	55476	OSUNA, HERIBERTO	Refund	12/16/2024	DEPOSIT REFUND- 12/14 COI	300.00	300.00
121525	1/8/2025	01395	PJ'S DESERT TROPHIES & GI	27765	12/18/2024	RETIREMENT CRYSTAL AWAI	151.81	
				27769	12/18/2024	2"X10" NAME PLATE	18.49	170.30
121526	1/8/2025	52596	PLANIT PRINT WORKS	936473	12/11/2024	BOOKS- MESQUITE WTR CO	261.45	261.45
121527	1/8/2025	42759	PROPER SOLUTIONS, INC.	16666	12/13/2024	WE 12/13: J. MUNOZ	1,692.80	
				16664	12/13/2024	WE 12/13: L. SERRATO	1,664.80	
				16687	12/20/2024	WE 12/20: L. SERRATO	1,539.94	
				16665	12/13/2024	WE 12/13: G. AHUMADA	1,535.60	
				16689	12/20/2024	WE 12/20: J. MUNOZ	1,449.46	
				16688	12/20/2024	WE 12/20: G. AHUMADA	1,036.53	8,919.13
121528	1/8/2025	52470	R & R TOWING	61777	11/17/2024	11/17 TOWING: 84721 AVE 51	185.00	185.00
121529	1/8/2025	55417	REGISTRY OF CHARITABLE T	2024 Rnwl	12/12/2024	2023/24 REGISTRATION RENI	25.00	25.00
121530	1/8/2025	54500	RELIABLE TRANSLATIONS CC	29708	12/18/2024	12/18 PLANNING COMM MTG	196.00	
				29612	12/10/2024	12/10 DOCUMENT TRANSLAT	75.00	271.00
121531	1/8/2025	44161	ROBERT HALF	64437274	12/17/2024	WE 12/13: I. GOMEZ	1,766.40	1,766.40
121532	1/8/2025	56143	SECRETARY OF STATE	Copies	1/7/2025	COPIES OF REGISTRY OF PL	8.00	
				Copies	1/7/2025	COPIES OF REGISTRY OF PL	6.00	14.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121533	1/8/2025	36300	SWRCB FEES	WD-0283589	12/4/2024	#7A330104021, FY24/25 WDP	28,205.00	
				WD-0283660	12/4/2024	#7A330104032, FY24/25 WDP	28,205.00	
				WD-0283894	12/4/2024	#7A330104012, FY24/25 WDP	19,033.00	
				WD-0283808	12/4/2024	#7SSO10520, FY24/25 WDP F	3,945.00	79,388.00
121534	1/8/2025	52125	TAG/AMS, INC.	1655	12/15/2024	OCT-NOV2024 DRUG TESTIN	260.00	
				1989	12/15/2024	2025 ANNUAL RENEWAL FEE	175.00	435.00
121535	1/8/2025	54550	TBU INC.	50794	12/11/2024	POTHOLE FOR FUTURE RPR	4,800.25	4,800.25
121536	1/8/2025	02079	THE DESERT SUN #1082	24/25 Sbscptn	12/1/2024	AC #DS0364435, DEC2024/25	64.15	64.15
121537	1/8/2025	38800	UNDERGROUND SERVICE AL	1120240124	12/1/2024	NOV2024- 81 NEW TICKETS+	309.70	
				24-251620	12/1/2024	CA STATE FEE FOR REGULAT	44.90	354.60
121538	1/8/2025	55669	VEGA, ABRAHAM	Edu Reimb	12/18/2024	CWEA MBRSHP+ECI GRD 2+\	490.00	490.00
121539	1/8/2025	44775	VISTA PAINT CORPORATION	2024-737352-00	12/10/2024	COVERALL EXT FLAT WHITE-	567.56	
				2024-728282-00	12/3/2024	GRA 17Z-222 CONTR PC GUN	407.79	
				2024-732381-00	12/5/2024	GLOVES, 2GAL BUCKET, ETC	176.72	
				2024-744893-00	12/16/2024	COVERALL EXT FLAT WHITE-	94.59	1,246.66
121540	1/8/2025	53200	WEST CALI PLUMBING	1771	12/13/2024	INSTLL'D WATER HEATER @	850.00	850.00
121541	1/8/2025	48971	XPRESS GRAPHICS & PRINTI	24-63941	8/7/2024	AIRPORT SOI MAILER	213.08	
				24-65561	10/19/2024	AIRPORT SOI MAILER III	192.11	
				24-63972	8/8/2024	AIRPORT SOI SURVEY MAILE	176.09	
				24-66380	11/15/2024	P7 & MESQUITE MAILER III	136.21	
				24-64609	9/12/2024	COACHELLA SMS SIGN	100.88	818.37
						Sub total for WELLS FARGO BANK:		349,577.90

69 checks in this report.

Grand Total All Checks: 2,767,329.46

Date: **January 8, 2025**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: 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.

STAFF RECOMMENDATION:

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.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for the Traffic Signal Maintenance Project No. 102424. The RFP would provide maintenance and on call services for all city maintained traffic signals and flashing beacon crossings. The city has a total of twenty-seven signalized intersections and ten flashing beacon crossings. This RFP closed on October 24, 2024 and the City received three (3) responses. Staff reviewed and scored all responses received:

	Yunex LLC	St. Francis Electric, LLC	Bear Electrical Solutions, LLC
Evaluator 1	96	71	66
Evaluator 2	100	75	63
Evaluator 3	98	78	60
Total	294	224	189

Based upon the scores noted above staff is recommending award to Yunex LLC in the amount not to exceed $300,000 for a three-year term (February 1, 2025 – January 31, 2028). As additional signalized intersections are added within the city, these intersections would be incorporated at the submitted unit pricing shown below:

- Traffic Signal Routine Maintenance Per Month = $100.00 per intersection
- Flashing Beacons Routine Maintenance Per Month = $36.50 per location

FISCAL IMPACT:

None.

Attachment:
Proposed Agreement

CONTRACT

CITY OF COACHELLA
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
Project No. 102424

PARTIES AND DATE.

This Agreement is made and entered into this 22nd day of January, 2025 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as "City") and Yunex, LLC, a corporation with its principal place of business at 2250 Business Way, Riverside, CA 92501 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services Agreement ("Project") as set forth in this Agreement.

TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond

General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

3.1.2 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the traffic signal maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.3 Term. The term of this Agreement shall be from February 1, 2025 to January 31, 2028, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The City alone, not the Contractor shall have the option to extend the term of this Agreement for two (2) successive one (1) year periods (individually, "Subsequent Term" and collectively, "Subsequent Terms"). The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.2.4 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Michael J. Hutchens, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails to perform the Services in a manner

acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto. Contractor agrees that if the Services specified in Exhibit "A", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sums as reflected in the General Specifications Section of the Request for Proposals for performance deficiencies.

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

3.2.9 Insurance.

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

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

{A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:*

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

{ID Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability: $1,000,000.00* per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability: $1,000,000.00* per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000.00 per accident for bodily injury or disease.

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

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

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

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

All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the poli[illegible]eaches of warranties, shall not

affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

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

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

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

3.2.12 Bonds.

3.2.12.1 Performance Bond If specifically requested by City in

Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **$300,000.00 (three hundred thousand dollars and no cents)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and

supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have

been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

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

CONTRACTOR:

Yunex, LLC
2250 Business Way
Riverside, CA 92501
Attn: Michael J. Hutchens, Operations Manager

CITY:

City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez, Public Works Department

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

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

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

3.5.4 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses shall defend, at Contractor's own cost,

expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

3.5.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.8 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.5.10 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void,

and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.12 Amendment; Modification.

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

3.5.13 Waiver. No waiver of default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No

waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

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

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

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

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

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement expressly stated herein, without prior

written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA **By:** _____ City Manager **Attest:** _____ City Clerk **Approved as to Form:** _____ Best, Best & Krieger City Attorney	**YUNEX,LLC** **By:** _____ Signature _____ Name _____ Title _____ License Number

(BB&K: February 2006)

EXHIBIT "A"

SCOPE OF SERVICES

TRAFFIC SIGNAL MAINTENANCE SERVICES

A. General Description

The traffic signal maintenance contractor ("Contractor") shall perform routine scheduled maintenance, extraordinary, emergency repairs and technical support for the City of Coachella's ("City") traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but not be limited to all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, street lights, and all related hardware at all City signalized intersections.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four- hour (24), on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections per an established checklist. The Contractor shall recognize these traffic signals, warning devices, and highway safety lighting as critical safety devices to the public; timely response to requests and completion of final repairs is imperative.

B. Specifications

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Works, or his authorized representative.

Failure to pass inspection on any maintenance, repair and service item will result in nonpayment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

(BB&K: February 2006)

C. Compensation for Maintenance

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit C of the Agreement and shall include all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Director of Public Works or authorized representative. All extraordinary maintenance requires City authorization prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

I. CONTRACTOR REQUIREMENTS

A. Facilities

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. The Contractor shall have on-hand at least one (1) spares each of McCain 2070E/ATC eX 2070 (includes controller software updates) and one (**1)** spare McCain Conflict Monitors available for deployment within the City. The Contractor shall also have at least two (2) spare battery sets to replace failed Battery Back-Up Units.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for McCain controllers.

(BB&K: February 2006)

B. Personnel

The Contractor shall provide at least one (1) full-time Transportation System Electrician to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Works or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of McCain 2070, ATC eX 2070, including software compatibility and timing functions.

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted monthly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night inspections for Illuminated Street Name Signs (ISNS), safety lighting, City owned street lights, or other work as required. Night inspections for safety lighting, City owned street lights, Battery Backup Systems, and ISNS will be conducted after dusk and overtime rates shall not apply to these activities.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or the standards established per the contract.

C. Service Requests 24-Hour Phone Access

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including replacement of burned-out vehicle indications, adjustments of turn signal heads, repair of controller malfunctions or any damage creating a public hazard. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

The Contractor shall subscribe to Underground Services Alert (USA) on-line interconnect notifications to receive direct request or notices for identification of City underground facilities.

D. Response Criteria for Requested Services

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

E. Additions to Traffic Signal System

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

F. Maintenance Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

1. **Each Intersection.** The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wmng, interconnect equipment, pre-emptive control, or similar equipment.

   The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

2. **Office Records.** The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four-hour (24) period. This record shall include the date and time of day the work was performed at each intersection, the description of work performed, and the name of the technician(s) that performed the work.

   Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

3. **Activities Report.** Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

   - Location of each separate service
   - Date and approximate time for the service
   - Reason for the service
   - Identification of the type of service (Routine, Extraordinary and/or Emergency)
   - Status of repair (complete or temporary)
   - For Temporary- Estimated date of final repairs
   - Who called in the request for service
   - Name of technicians(s) performing the service
   - Number of hours spent for each service

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

4. Citywide Underground References.

Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly mvo1ces.

G. City Notification of Changes in Traffic Signal Equipment or Operation

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Works or designee regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

H. Shut Downs

Contractor shall notify Coachella's Police Services (Riverside County Sheriffs Department) and the Director of Public Works or authorized representative of any signal tum-offs or tum-ons necessitated by his operations and shall not make said turnoffs or tum-ons until a staff member is present or unless given permission to proceed without staff presence by the Director of Public Works or authorized representative.

I. Type of Signal System Equipment

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

J. Warranty Service

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

K. Traffic Control

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:00 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD-Latest Version) published by the State of California, Department of Transportation, the standards as contained in the "Work Area Traffic Control Handbook" (WATCH-latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public Works or designee to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of four (4) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components.

II. ROUTINE MAINTENANCE

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the existing traffic signal control equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

A. Monthly Inspection

Contractor shall inspect, clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.

2. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.

3. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.

4. Check and set, if necessary, all real-time digital clocks to the National Bureau of Standard time.
5. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operation. This includes the splicing (or re-splicing)of detector loops and the replacement of pedestrian buttons as needed.

6. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.

7. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.

8. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.

9. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.

10. Check Battery Back-up Systems for proper operations and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.

11. Inspection of illuminated street name signs, safety lights, and City owned street lights shall include at least one night-time inspection each month with replacement lamps as required in addition to the timely replacement of burned-out lamps as reported or observed. The Contractor shall notify the City of any sign panels or housing in need of refurbishment or replacement.

12. Inspect the operation of the flashing beacons and make any repairs or replacement of lights as required. For some locations, Contractor shall be responsible for updating the programming on an annual basis based on local school bell schedule. Contractor shall also update the programming for daylight savings twice per year.

B. Quarterly Maintenance (Every Three Months)

1. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired.

C. Semi Annual Maintenance (Every Six Months)

1. Air Filters

Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months.

2. Battery Back-Up System

Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

D. Yearly Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

1. Conflict Monitor

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

2. Emergency Vehicle Pre-emption (EVP)

The optical detector lens shall be cleaned according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City. Contractor shall test EVP system on an annual basis. Contractor shall supply a report for testing of EVP system at each intersection. Testing shall take place on a schedule approved by the City. Testing of EVP equipment shall be included in the lump sum bid for extraordinary maintenance. Any EVP equipment shall be repaired or replaced and billed as extraordinary maintenance.

3. Traffic Signal Controller Software

Contractor shall annually verify and update records of current software or firmware for the McCain 2070 controllers/McCain ATC 2070 eX systems. This includes the spare controllers that the Contractor maintains for emergency replacement of failed traffic signal controllers. All updates of controllers that require shut-down of the signal shall be coordinated

with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.

4. Painting

Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance. Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.

E. Repair and Replacement

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

F. Loop Detector Replacement

Once it is determined by the City that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

G. Lamps and Lighting

Contractor shall furnish and replace all illuminated street name sign lamps and safety lighting lamps at all traffic signals and flashers based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

ISNS lamps shall be Signmaster LED Tl2 Lamp Bi-Directional. Safety lighting shall be replaced with an approved equivalent per the existing safety lamp (Leotek GreenCobra LED Light GCL1-60G-MV-NW-3R-GY-530-SC); must meet ITE standards and registered on the Caltrans qualified products list.

Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed. The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance.

H. Conflict Monitors

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

I. **Battery Back-up Systems**

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

J. Emergency Service

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of burned-out lamps need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

K. Payment for Routine Maintenance

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per flashing beacon, per radar speed sign and per signalized intersection which shall include highway safety lights and illuminated street name signs, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section III.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs. The work shall be subject to City authorization and will be scheduled during regular hours whenever possible, City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

1. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation.

2. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components

3. Replacement of batteries for battery back-up systems

4. LED module replacements

5. Pedestrian indication replacements

6. Painting of cabinets and signal heads

7. New lenses and framework

8. Signal loop detectors

9. Video detection cameras

10. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing)

11. Replacement when said equipment becomes obsolete or deteriorates beyond repair.

Other Extraordinary Scope of Work

Contractor response to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect shall be billed as extraordinary maintenance as authorized by the City.

Contractor may be required to assist in the final inspection of new installation or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

A. Notifications

The Contractor shall report to the Director of Public Works or authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Works' or his authorized representative's written authorization, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance work orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with exemption consideration given to work orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

B. Emergencies

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Works or his representative.

2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City.

3. If the Contractor representative must leave a blacked out signal location that has stop signs, the technician shall set a flash operation when the power is restored. Contractor shall schedule a follow- up visit to tum off the flash and restore normal traffic signal operation when the power is available.

C. Underground Service Alert

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the City Engineer, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

D. Traffic Signal Master/Interconnect

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the McCain and Iteris traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

E. Painting

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance.

EXHIBIT "A"

Signalized Intersections and Flashing Beacons

Traffic signals maintained for the City of Coachella.

1. Grapefruit Boulevard X Avenue 49, Video detection, battery backup
2. Grapefruit Boulevard X Gateway Center, Video detection
3. Grapefruit Boulevard X Park Lane, Video detection, battery backup
4. Grapefruit x 6th Street (New 2021) video detection, battery backup
5. Grapefruit X Sunset Drive Video detection, battery backup
6. Avenue 52 X Sunset Drive Video detection, battery backup
7. Avenue 52 X Tyler Street (New 2015) Video detection battery backup
8. Avenue 50 X Leoco Lane Video detection
9. Avenue 50 X Peter Rabbit Lane
10. Cesar Chavez X Avenue 50, Video detection
11. Cesar Chavez X Westerfield Way Video detection
12. Cesar Chavez X Avenue 51, Video detection
13. Cesar Chavez X Sixth Street Video detection
14. Cesar Chavez X Avenue 52, Video detection
15. Cesar Chavez X Avenue 53, Video detection, battery backup
16. Cesar Chavez X Avenue 54 video detection battery backup
17. Avenue 52 X Frederick Street Video detection battery backup
18. Avenue 51 x Frederick Street Video detection battery backup
19. Avenue 50 X Van Buren Street, Video detection
20. Dillon Road X Cabazon Avenue, battery backup
21. Dillon Road X Harrison Place, battery backup
22. Avenue 49 x Van Buren
23. Avenue 51 x Van Buren
24. Van Buren x Frida Way
25. Avenue 50 x Calhoun

26 Avenue 52 x Van Buren

27 Avenue 50 x Frederick Street, Video detection, battery backup

Solar powered lighted crosswalk

1. Avenue 50 x Avenida del Parque

2. Avenue 51 x Mecca Street

3. Avenue 52 x Douma Street

4. Avenue 52 x Calle Avila

5. Cesar Chavez x Baghdad Avenue

6 Ave 52 x Shady Lane

7 Grapefruit x Leoco (New 2021)

8 Grapefruit x 4th Street (New 2021)

9 Grapefruit x 9th Street (New 2021)

10. Cesar Chavez x Valley Rd

EXHIBIT "B"

SCHEDULE OF SERVICES

February 1, 2025 — January 31, 2028

EXHIBIT "C"

COMPENSATION

YUNEX TRAFFIC

Routine Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Monthly Price
I	Routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs. Per Intersection, Per Month	27	$100.00	$2,700.00
2	Routine inspection, preventative maintenance and repairs of flashing beacons. Per Location, Per Month	10	$36.50	$365.00
	Grand Total Cost for Monthly Routine Maintenance			$3,065.00

Extraordinary Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
	Signal Heads			
1	Replace Red Ball LED	1	$128.00	$128.00
2	Replace Yellow Ball LED	1	$128.00	$128.00
3	Replace Green Ball LED	1	$128.00	$128.00
4	Replace Red Arrow LED	1	$130.00	$130.00
5	Replace Yellow Arrow LED	1	$130.00	$130.00
6	Replace Green Arrow LED	1	$202.00	$202.00
7	Replace Red Programmable Visor LED	1	$202.00	$202.00
8	Replace Yellow Programmable Visor LED	1	$202.00	$202.00
9	Replace Green Programmable Visor LED	1	$755.00	$755.00
10	Installation of 3 Section 12" LED Signal Head	1	$300.00	$300.00
11	Installation of 4 Section 12" LED Signal Head	1	$1,075.00	$1,075.00
12	Installation of 5 Section 12" LED Signal Head	1	$1,550.00	$1,550.00

YUNEX TRAFFIC
A Siemens Business

Item	Item Description	Unit	Unit Price	Total
	Controller, Cabinet & Appurtenances			
1	Installation of New, Fully Wired Type P Cabinet	I	$2,900.00*	$2,900.00*
2	Installation of New McCain 2070 Controller	I	$365.00*	$365.00*
3	Major Upgrade of Existing Cabinet (excluding controller) such as painting, rewiring & auxiliary equipment upgrades	I	$1,675.00	$1,675.00
4	Type II Service	I	$4,800.00	$4,800.00
5	Replacement of Detectors as needed	5	$340.00	$1,700.00
6	Installation of New Signal Monitor Unit as needed	I	$1,560.00	$1,560.00
7	Operation and Certification Testing of New Cabinet and Controllers and Appurtenances (in accordance with State of California testing procedures)	1	$1,275.00	$1,275.00
8	Annual Conflict Monitor Testing and Controller	27	$145.00	$3,915.00
9	Annual Emergency Vehicle Pre-emption devices	27	$45.00	$1,215.00
10	Replacement of Inoperable Conflict Monitors	1	$1,375.00	$1,375.00
	Pedestrian Heads & Equipment			
1	Replace LED Pedestrian Module Kits (countdown only)	1	$190.00	$190.00
2	Replace ADA compliant Pedestrian Push Buttons	1	$125.00	$125.00
3	Replace Pedestrian Push Button Signage	1	$75.00	$75.00
4	Replace APS Pedestrian Push Button	1	$755.00	$755.00
	Painting			
I	Clean, Primer and Repaint Controller Cabinet and Type 11 Electric Service Cabinet with City Approved Paint Color, Per Intersection	1	$1,650.00	$1,650.00
2	Clean, Primer and Repaint Signal Head and Mounting Surfaces with Industry Standard, City Approved Pain Color, Per Intersection	I	$400.00	$400.00
3	Clean, Primer and Repaint Pedestrian Heads and Framework, Per Intersection	1	$3,400.00	$3,400.00
	Detection			
1	Replace Type C Loop Including Lead-In and Splicing	1	$1,450.00	$1,450.00
2	Replace Type D Loop Including Lead-In and Splicing	1-4	$820.00	$820.00
3	Replace Type D Loop Including Lead-In and Splicing	5-10	$550.00	$550.00
4	Replace Type E Loop Including Lead-In and Splicing	1-4	$820.00	$820.00
5	Replace Type E Loop Including Lead-In and Splicing	5-10	$550.00	$550.00
6	Video Detection Camera	I	$7,500.00**	$7,500.00**
	Battery Back-Up System			
I	Replace Battery Back-Up Unit	I	$13,000.00	$13,000.00
2	Replace Batteries, Per location	6	$2,125.00	$2,125.00

*** - Material is NOT included in price, installation ONLY**
**** - Vantage cameras are discounted. Pricing is for a APEX camera with installation.**

YUNEX TRAFFIC
A Siemens Business

Traffic Signs, Safety Lights, ISNS				
tem	Item Description	Unit	Unit Price	Total Price
I	Installation/Replacement of Traffic Signs on Poles or Mast Arms (sign cost not included)	I	$185.00	$185.00
2	Replacement of 6' ISNS Panel	I	$605.00	$605.00
3	Replacement of 8' ISNS Panel	I	$845.00	$845.00
4	Replacement of lnoperable llSNS Housing Light	I	$475.00	$475.00
5	Replacement of Inoperable Safety Light	1	$760.00	$760.00
6	Replacement of City owned streetlight pole	I	$6,000.00	$6,000.00
8	Replacement of City owned streetlight mast arm (single)		$900.00	$900.00
7	Replacement of City owned streetlight mast arm (double)	I	$1,700.00	$1,700.00
8	Replacement of City owned streetlight luminaire	l	$850.00	$850.00
Underground Service Alert				
I	Response to USA Requests/Notices or at the request ol the City for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.	I	$375.00	$375.00

Labor & Equipment Rates

Item No.	Item Description	Regular Time	Overtime	Premium
Labor Rates				
I	Signal Maintenance Superintendent	$90.00	$90.00	$90.00
2	Signal Maintenance Technician	$148.00	$180.00	$212.00
3	Field Traffic Signalman	$148.00	$180.00	$212.00
4	Laborer	$127.00	$177.00	$177.00
5	Painter	$103.00	$123.00	$143.00
Equipment Rates				
I	Aux Lift (Hydraulic Boom)	$35.00	X	
2	Pickup Truck	$30.00	X	
3	Service Truck	$30.00	X	
4	Service Ladder Truck	NOT SAFE	X	
5	Boom Ladder Truck (Man Lift)	$35.00	X	
7	Compressor with Tools	$5.00	X	
8	Crane	$65.00	X	

Regular, Overtime, and Premium time explanation:

- **Regular Hours are Monday through Friday (excluding holidays) from 7:30am to 4:00pm.**
- **Overtime Hours are Monday through Friday after these work hours for the first two hours as well as Saturday for the initial 10 working hours.**
- **Premium Hours are Monday through Friday after two hours of OT, Saturdays after 10 hours worked in the city, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays as listed per the DIR and outlined in the memo dated March 15th, 2023 (see below) starting at 12:00am until the next morning at 7:30am/**

a. https://www.dir.ca.gov/porl/Important_Notices_Archives/03-15-2023.pdf

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: 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).

STAFF RECOMMENDATION:

Authorize the City Manager to Execute 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).

BACKGROUND:

The Office of the Secretary (OST) posted the U.S Department of Transportation (DOT) FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program on November 1, 2024. The funding application is due at 11:59 pm EST on January 30, 2025.

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department's Strategic Plan and in executive orders. The FY 2025 RAISE BIL funds have appropriated $1.5 billion. The DOT will distribute these funds on a competitive basis in a manner consistent with the selection criteria.

DISCUSSION/ANALYSIS:

On November 18, 2015, City Council adopted resolution No. 2015-27 authorizing the City Manager to execute on behalf on the City any and all agreements associated with the ST-81 project.

On November 27, 2019 the City entered into a Professional Services Agreement with Angenious Engineering Services for Professional Engineering Services in preparation of a funding grant application. On October 14, 2020 the City authorized Amendment #1 for additional professional services for the SR86/Avenue 50 Interchange Project. City Staff recommends authorizing

Amendment #2 for professional engineering services in preparation of a RAISE funding grant application.

A new interchange at Avenue 50 on SR-86 would provide significant opportunities to promote sustainable economic growth, environmental competitiveness, and improve quality of life in our region. Should the grant be successful, the federal participation share of the cost of the project shall be up to $25 million. The balance local matching fund shall be sharded between CVAG at 75% and City at 25%.

FISCAL IMPACT:

On October 28, 2013 the City of Coachella entered into a cost share agreement with CVAG for the Avenue 50 Bridge over Coachella Valley Stormwater Channel Project (ST-69) and SR86/Avenue 50 Interchange Project (ST-81). On October 6, 2015 the City entered into Cooperative Agreement #08-1596 with Caltrans for preliminary engineering for the SR86/Avenue 50 Interchange Project. The $49,500 PSA amendment shall be billed to the existing allocated ST-81 CIP project.

ATTACHMENTS:

1. Professional Services Amendment No. 2 for ST-81
2. Notice of Funding Opportunity for the Rebuilding America Infrastructure with Sustainability and Equity Program

AnGenious
Engineering Services, Inc.
A CERTIFIED DBE/SBE FIRM

26000 Towne Centre Drive, Suite
Foothill Ranch, CA 92610
Tel: 949-599-5400
www.Angenious-es.com

January 9, 2025

Mr. Andrew Simmons
City Engineer
City of Coachella
53-990 Enterprise Way,
Coachella, CA 92236

RE: Avenue 50 Bridge Over Coachella Valley Storm Water Channel, ST-69
Professional Service Agreement (PSA) Amendment Request – Extra Work

Dear Mr. Simmons:

Per the City's request, we are respectfully submitting this PSA amendment request for our subconsultant, Fehr & Peers, to perform extra work for the above referenced project. Fehr & Peers will assist the City in preparing the 2025 Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) Grant Program application, which is due on January 30, 2025.

Our subconsultant's letter is attached, and the costs are summarized in the table below:

Descriptions	Amounts
Fehr & Peers Amount	$45,000.00
10% Administration Fee	$4,500.00
Total PSA amendment Request Amount	**$49,500.00**

We always strive to improve quality, utilization, and productivity in our sustainable engineering services. Should you have any questions, please feel free to contact me at (949) 599-5400 or via email at Andy.Cheah@AnGenious-ES.com.

Sincerely,

Andy Cheah, PE
Principal/ Project Manager

Attachment

C. File

FEHR PEERS

December 20, 2024

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

Subject: **Proposal to Prepare an Application for the 2025 Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) Grant Program**

Dear Mr. Simmons:

Fehr & Peers is pleased to provide this proposal to provide technical support for preparing the Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) grant application for the SR 86/Avenue 50 Interchange project. This task will involve preparation of the RAISE grant application narrative sections using information contained in the prior discretionary grant applications for the Project and updating the benefit-cost analysis (BCA) spreadsheets to reflect changes to the project and changes to USDOT benefit values. We will coordinate closely with you to obtain any additional information needed for the narrative and/or BCA. Our proposed Scope of Work is provided below.

Scope of Work

1) **Project Management & Coordination**
   a) Weekly coordination meetings with the team
   b) Project tracking, progress reporting, and invoicing
   c) Develop a schedule with milestones to ensure the grant is submitted on time.
2) **Narrative Sections**
   a) Review prior materials, including prior plans, assessments, and other materials that inform the Project's benefits; Review prior grant applications prepared for the Project, including the 2020 BUILD and TCEP grant applications and the prior BCAs.
   b) Prepare a draft outline of the narrative based on our understanding of the application requirements and our experience on other RAISE grant applications.
   c) Prepare a draft narrative for the application, highlighting how the project would meet the unique requirements pursuant to the NOFO.
   d) Send a draft of the narrative to you for review and comment. We will enhance the competitiveness of this application by pulling in as much supporting data as available to describe the importance of this facility. We will send you the draft narrative one section at a time to allow for concurrent review given the short application window.

3) Benefit Cost Analysis (BCA) & BCA Narrative

a) Coordinate with you to obtain data that we do not have and determine if data can be obtained. If data is not available, the benefits may need to be qualitatively discussed in the narrative rather than included in the BCA.

b) Set up the BCA spreadsheets for the application in conformance with the RAISE 2025 program requirements.

c) Run the BCA and submit for your review; modify based on one round of consolidated comments.

d) Prepare the BCA Narrative pursuant to the RAISE requirements; submit to you for review and modify based on one round of consolidated comments, if needed, prior to finalizing.

Deliverables:

1) Weekly project coordination and progress tracking
2) Draft RAISE application outline
3) Draft and Final Narrative Sections
4) Draft and Final BCA completed in compliance with the NOFO for RAISE
5) Draft and Final BCA Narrative

Cost: $45,000

Fee and Schedule

The fee to conduct the scope of work will be billed on a time-and-materials basis for a fee not to exceed $45,000 for work conducted through January 30, 2025.

Any additional work requested outside of this scope of work will be scoped and budgeted on a time-and-material basis with your prior authorization. Fehr & Peers can begin work immediately upon receiving a signed contract and email notice to proceed. If you have any questions, please call us at (949) 308-6315.

Sincerely,

Jolene Hayes, AICP
Senior Associate

Delia Votsch, PE
Operations Manager

FEHR & PEERS

P24-2626

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COACHELLA AND ANGENIOUS ENGINEERING SERVICES, INC. Project ST-81

THIS SECOND AMENDMENT (''Amendment'') is made and entered into as of January 22nd, 2025 by and between the City of Coachella (''City'') and Angenious Engineering Services, Inc. (''Consultant''). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **RECITALS**. This Amendment is made with the respect to the following facts and purposes:

a. On or about November 27th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of $148,000 for project ST-81.

b. On or about October 6th, 2020 the City and Consultant entered into the "First Amendment to" agreement between the City and Consultant in the amount of $15,000.00.

c. The parties now desire to amend the Agreement as set forth in this Amendment.

2. AMENDMENT

3.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services to be performed for the SR-86/Avenue 50 Interchange Project, ST-81 under this Amendment No. 2 referenced as EXHBIIT "A".

3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on January 22, 2025 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on January 21, 2026, unless extended by Agreement Amendment.

3.3 Allowable Costs and Payments. Section 3.3.1 of the Agreement is hereby amended to increase the compensation, including authorized reimbursements, for all services rendered under this Agreement as set forth in EXHIBIT "B" attached hereto and incorporated herein by reference.

The method of payment in Sections 3.3.1.A and B of the Agreement are hereby amended to actual cost plus a ten percent (10%) fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs; plus ten percent fixed fee) incurred by Consultant in performance of the work. The total authorized compensation for the Amendment No. 2 is

in the amount not to exceed Forty-Nine Thousand Five Hundred Dollars ($49,500.00).

The amended total compensation shall not exceed **Two Hundred Twelve Thousand Five Hundred Dollars ($212,500.00)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this agreement.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.5 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.6 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

By:_____

City Manager

ANGENIOUS ENGINEERING SERVICES, INC.

By:_____

Andy Cheah
Principal/ Project Manager

By: _____

City Attorney

Attest: _____

City Clerk

FY 2025 Notice of Funding Opportunity

Rebuilding American Infrastructure with Sustainability and Equity Grant Program

Office of the Secretary

US Department of Transportation (DOT)

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A. BASIC INFORMATION

The Office of the Secretary (OST) announces the intention to hold two rounds of selections under the FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Notice of Funding Opportunity (NOFO).

- **Round 1** – The Department is reserving a portion of the $1.5 billion in FY 2025 RAISE funds, provided by the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, or BIL), for Highly Rated applications that were not selected under the FY 2024 RAISE NOFO and designated FY 2024 Projects of Merit. FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in Grants.gov to be considered under Round 2 of the FY 2025 RAISE program.

- **Round 2** – The Department will make another round of selections using a portion of the $1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

The FY 2024 RAISE NOFO stated:

- Projects for which an FY 2024 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into FY 2025 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2025 applications eligible for advancement to the Highly Rated List.

The Department is reducing the burden on all previous applicants, who would otherwise have to revise and resubmit applications, by evaluating and selecting applications for funding using the same criteria as the FY 2024 RAISE NOFO originally published on November 30, 2023. Additionally, this process expedites selections making a portion of the funds available to project sponsors earlier.

Topic	Description
Announcement Type	This is the initial announcement for the FY 2025 round of this program
Funding Opportunity Title	FY 2025 National Infrastructure Investments
Funding Opportunity Number	DTOS59-25-RA-RAISE
Assistance Listing Number	20.933 National Infrastructure Investments
Prior Awards	• In FY 2024, the Department received 1048 eligible applications requesting nearly $13 billion • 148 projects were awarded a total of $1.8 billion • Awards were made to projects in all 50 states, the District of Columbia, Puerto Rico, American Samoa, Guam, and the Northern Mariana Islands • Awards ranged from $328,000 to $25 million
Maximum Award Size	• RAISE grant awards are capped at $25 million
Submission Requirements and Deadlines	**Round 1: FY 2024 Projects of Merit** • FY 2024 Projects of Merit must email RAISEgrants@dot.gov by 11:59 pm December 2, 2024 if they want their FY 2024 application considered for award under the reserved funding • No amendments are being made to either the selection criteria or process. No application modifications will be needed or accepted • Round 1 selections are expected to be announced by January 13, 2025 • FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in Grants.gov to be considered under Round 2 of the FY 2025 RAISE program.
	Round 2: All Applicants • All interested applicants must submit applications in Grants.gov no later than 11:59 pm eastern on January 30, 2025. • Complete instructions on how to register and apply can be found at Grants.gov. If applicants experience difficulties at any point during registration or application process, please use the help available on Grants.gov such as the Customer Support Hotline at 1-800-518-4726 or email support@grants.gov • Round 2 selections are expected to be announced no later than June 28, 2025.
Eligible Activities	Planning and/or constructing surface transportation infrastructure

Eligible Applicants	• States and the District of Columbia • Any territory or possession of the United States • A unit of local government • A public agency or publicly chartered authority established by one or more States • A special purpose district or public authority with a transportation function, including a port authority • A Federally recognized Indian Tribe or a consortium of such Indian Tribes • A transit agency • A multi-State or multijurisdictional group of entities that are separately eligible
Reconnecting Extra Designation	• Applications submitted for consideration under Round 2 of the FY 2025 RAISE competition, that have an identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Program (RCP) competition and received the designation of "Reconnecting Extra," will automatically advance for second-tier analysis if they receive an overall merit rating of "Recommended" and have at least one "High" rating in a priority criterion. • The Department expects projects that rated well under the FY 2024 RCP Program criteria will do well under the FY 2025 RAISE program criteria. • Applicants should note in the FY 2025 RAISE Project Information Form whether their FY 2025 RAISE application was also submitted under the FY 2024 RCP competition and received the "Reconnecting Extra" designation
Questions	Email RAISEgrants@dot.gov Due to the competitive nature of the program, during the application submittal phase, the Department is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project.

1. ROUND 1

i. Reservation of Funds for FY 2024 RAISE Projects of Merit

Under this NOFO, the Department is making a portion of the $1.5 billion in FY 2025 RAISE BIL funding available to Highly Rated applications that were submitted but not selected under the FY 2024 RAISE NOFO. The Department will follow the criteria and process set forth in the FY 2024 RAISE NOFO for making selections to receive the reserved funding.

The Department will carryover all applications that advanced to the Highly Rated List but were not selected for funding. These projects were designated as FY 2024 Projects of Merit. For

purposes of this reservation of funds, the Department incorporates the FY 2024 RAISE NOFO by reference and will follow that NOFO criteria for all Round 1 selections.

Using the discretionary authority provided in statute, the Secretary will select projects from the FY 2024 Projects of Merit List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

If an applicant submitted an application for funding under the FY 2024 RAISE NOFO, advanced to the Highly Rated List, but was not selected and thus designated a Project of Merit, such applicant must notify the Department by emailing RAISEgrants@dot.gov by December 2, 2024, if the applicant wishes for that application to be reconsidered for award using this reservation of funding.

FY 2024 RAISE Projects of Merit seeking reconsideration of their unawarded application will not be permitted to modify, amend, or supplement applications. To maximize chances of obtaining an award, FY 2024 RAISE Project of Merit applications may request consideration under the reserved funds, and they may also submit applications for Round 2 of this NOFO. The FY 2024 Project of Merit application(s) will count against an entity's three-application limit.

2. ROUND 2

i. Funding for FY 2025 RAISE Applications

Under this NOFO, in addition to Round 1, the Department intends to make another round of selections using a portion of the $1.5 billion in BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

All interested applicants must submit applications in Grants.gov no later than 11:59 pm eastern on January 30, 2025. Round 2 selections are expected to be announced no later than June 28, 2025.

3. CHANGES FROM THE FY 2024 NOFO

This FY 2025 RAISE NOFO makes changes from the FY 2024 RAISE NOFO to:

- Outline the process to carry forward FY 2024 RAISE Projects of Merit applications for consideration under Round 1 of the FY 2025 RAISE NOFO;
- Reserve a portion of the $1.5 billion FY 2025 BIL funding for FY 2024 RAISE Projects of Merit applications;
- Update Areas of Persistent Poverty to account for the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census;
- Update references to comply with updated 2 CFR Part 200 Appendix I; and
- Improve organization and clarity of the information the Department uses to assess project readiness.

B. ELIGIBILITY

1. ELIGIBLE APPLICANTS

Eligible applicants for RAISE grants are:

- States and the District of Columbia
- Any territory or possession of the United States
- A unit of local government
- A public agency or publicly chartered authority established by one or more States
- A special purpose district or public authority with a transportation function, including a port authority
- A Federally recognized Indian Tribe or a consortium of such Indian Tribes
- A transit agency
- A multi-State or multijurisdictional group of entities that are separately eligible

Ineligible applicants for RAISE grants are:

- Federal agencies
- Non-profits
- Private entities
- Individuals

Multiple states or jurisdictions may submit a joint application, designating a lead applicant as the primary contact and award recipient. The application should outline each applicant's roles and responsibilities.

DOT expects the applicant to manage and deliver the project. If the applicant plans to transfer the award to another agency, this should be stated in the application, along with a supporting letter from the designated entity.

2. MINIMUM FUNDING REQUEST FOR CAPITAL PROJECTS

Capital Grants	Minimum Request
Rural Areas	$1 million
Urban Areas	$5 million

Applicants submitting capital grant applications for projects located in rural areas must request at least $1 million in RAISE funding. Applicants submitting capital grant applications for projects located in urban areas must request at least $5 million in RAISE funding. Failure to request the minimum funding amount for a capital grant application will result in the application being ineligible.

There is no minimum funding request requirement for planning grant applications.

3. APPLICATION LIMIT

Each applicant can submit up to three applications. Unrelated project components should not be combined in one application to meet this limit. If an applicant submits more than three applications, only the first three will be considered.

4. COST SHARING

Cost sharing means the portion of the project's cost that is not paid by Federal funds. Cost share funds are typically stated as a percentage of the total project cost. The Department **only** considers an application's Federal share to confirm eligibility.

Project Location	Cost Share Requirement
Urban	Up to 80% Federal Funding
Rural	Up to 100% Federal Funding
Area of Persistent Poverty	
Historically Disadvantaged Community	

The Federal share for RAISE grant projects **shall not exceed 80 percent** unless the project receives one of the following location designations (see Location Designations for definitions):

- Rural
- Area of Persistent Poverty (APP)
- Historically Disadvantaged Community (HDC)

Applicants with projects located in one of the designated areas above are eligible to fund the project up to 100 percent with Federal funding. Projects located in an **urban area**, that are not designated APP and/or HDC, that have **more than 80 percent federal funding will be ineligible**.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(\boldsymbol{RAISE\ Grant\ Request + Other\ Federal\ Funds})}{\boldsymbol{Total\ Project\ Cost}} = \boldsymbol{Federal\ Cost\ Share}$$

Total Project Cost means the sum of future eligible Federal and non-Federal costs yet to be incurred.

Eligible sources of non-Federal funds include:

- State funds originating from programs funded by State revenue
- Local funds originating from State or local revenue-funded programs
- Private funds
- Tribal transportation program funds under section 202 of title 23
- Federal lands transportation program funds under section 203 of title 23
- TIFIA program funds (as defined in section 601(a) of title 23)
- Railroad Rehabilitation and Improvement Financing Program under chapter 224

- Federal credit assistance (if repaid from non-Federal sources)

Toll credits under 23 U.S.C. 120(i) are considered a Federal source under the RAISE program.

Unless otherwise authorized by statute, funds used to satisfy the cost-share requirements of a different Federal program may not be counted as the cost-share for both the RAISE grant and another Federal grant program.

Non-Federal funds are subject to the same Federal requirements as RAISE grant funds.

For each project that receives a RAISE grant award, **the terms of the award will require the recipient to complete the project using at least the level of non-Federal funding that was specified in the application**. If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for addressing the funding shortfall and maintaining the level of non-Federal funding stated in the application. If the actual costs of the project are less than the costs estimated in the application, the Department will generally reduce the Federal contribution to ensure federal cost share requirements are met.

5. PRE-AWARD AUTHORITY

Unless authorized by the Department in writing after announcement of FY 2025 RAISE awards, **any costs incurred prior to the Department's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement and cost share requirements**.[1] In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs. If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

6. LOCATION DESIGNATIONS

i. Urban or Rural

Urban and rural definitions differ across DOT programs. For the RAISE program:

- **Urban**: A project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.[2]
- **Rural**: A project is designated as rural if it is located outside a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.

[1] Pre-award costs are costs incurred after award announcement, but directly pursuant to the negotiation of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

[2] For the purpose of this NOFO, the definition of urban and rural is based on the 2020 Census-designated urbanized areas. The Department is required by the BIL to use the most recent decennial census information.

The Department provides an interactive map to show Census-designated urban areas with populations greater than 200,000 in the 2020 Census.

A project located in both an urban and a rural area will be designated as urban if the majority of the project's costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as rural if the majority of the project's costs will be spent in rural areas. For RAISE planning grants, the location of the project being planned, prepared, or designed will be used for the urban or rural designation.

Urban and rural designations impact the following aspects of the RAISE program:

- Minimum RAISE funding requirements
- Fundings restrictions
- Cost share

ii. Areas of Persistent Poverty and Historically Disadvantaged Communities

The Department provides an interactive map to show Areas of Persistent Poverty and Historically Disadvantaged Communities.

Areas of Persistent Poverty (APP) are defined by RAISE statute:

- Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census
  - The FY 2025 RAISE NOFO updated county APP designations to utilize the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census.
- Any census tract with a poverty rate of at least 20 percent as measured by the 2014-2018 5-year data series available from the American Community Survey of the Bureau of the Census
- Any territory or possession of the United States

Historically Disadvantaged Communities (HDC) are defined by the Justice40 Interim Guidance Addendum issued by the White House Office of Management and Budget (OMB), White House Council on Environmental Quality (CEQ), and Climate Policy Office (CPO):

- Any census tract or tracts identified as disadvantaged in the Climate & Economic Justice Screening Tool (CEJST), created by CEQ, which identifies such communities that have been marginalized by underinvestment and overburdened by pollution
- Any Federally Recognized Tribe or Tribal entity, whether or not they have land

7. ELIGIBLE PROJECTS

i. Capital Projects

Eligible capital projects activities include:

- Highway or bridge projects eligible under title 23, United States Code

- Public transportation projects eligible under chapter 53 of title 49, United States Code
- Passenger and freight rail transportation projects
- Port infrastructure investments (including inland port infrastructure and land ports of entry)
- The surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code[3]
- Intermodal projects whose component parts are otherwise an eligible project type
- Projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program
- Projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government
- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program[4]
    - Public road and non-motorized projects that are not otherwise eligible under title 23, United States Code
    - Surface transportation components of transit-oriented development projects
    - Surface transportation components of mobility on-demand projects that expand access and reduce transportation cost burden

Ineligible capital projects are:

- School bus electrification and broadband deployment as a standalone project
- Improvements to Federally owned facilities
    - Unless the project is investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government

If a project type isn't explicitly listed as eligible or ineligible, applicants should explain its necessity for advancing the RAISE program goals in their application. The Department will then determine eligibility individually.

Research, demonstration, or pilot projects are only eligible if they lead to long-term, permanent surface transportation infrastructure with independent utility as defined in the Project Components section.

ii. Planning Projects

Eligible planning projects activities include:

[3] Eligible surface transportation components of eligible airport projects are those projects listed in "Appendix P: Road and Surface Transportation Projects" of the Airport Improvement Program (AIP) handbook. For more details on airport project eligibility, please see the Frequently Asked Questions on the RAISE website.

[4] DOT may award a RAISE grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for RAISE grants to pay for the surface transportation components of these projects. However, costs for non-surface transportation components are not eligible to count as matching funds for the RAISE grant.

- Planning, preparation, or design of eligible surface transportation capital projects described in the Capital Projects section that will not result in construction with FY 2025 RAISE funding.
    - For example: environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities
- Development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans
- Zero emissions plan for transit fleet
- Planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic
- Planning activities related to zero emission goods movement
- Development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region
- Risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable occurrence or recurrence of an emergency or major disaster

If an application includes right-of-way acquisition, the project will be considered a capital project.

8. PROJECT COMPONENTS

An application for a RAISE grant can include multiple components, which may be executed by different parties. The Department requires all components, whether or not they receive Federal funding, to be delivered as part of the RAISE project.

Components may be funded individually if they meet the following criteria:

- Independently satisfy minimum award amounts and eligibility requirements.
- Independently align with selection criteria
- Meets National Environmental Policy Act (NEPA) requirements for independent utility – meaning the component must be a usable improvement on its own and ready for use upon completion.

Components in a single application must be related. Each component's status should be clearly outlined, for example, in the project schedule. Applicants should also detail independent components and their costs separately, showing how each one meets selection criteria and benefits on its own, in addition to how the full proposal does. Federal funding for some components might subject others to additional Federal requirements.

9. REDUCED AWARDS

If selected for award, the Department may decrease the RAISE funding amount from the applicant's request if some elements of the project are ineligible or to comply with statutory set asides such as awarding funding evenly between projects located in rural and urban areas.

10. PREVIOUS RAISE/BUILD/TIGER RECIPIENTS

Previous recipients of a RAISE grant may apply for funding to support additional phases of their project.[5] The application should demonstrate the extent to which the previously funded project has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. A previous RAISE/BUILD/TIGER award, or application, does not affect competitiveness under the FY 2025 RAISE competition.

[5] Includes recipients of grants under former names of the program (*Better Utilizing Investments to Leverage Development* (BUILD) and *Transportation Investment Generating Economic Recovery* (TIGER)).

C. PROGRAM DESCRIPTION

1. PROGRAM HISTORY AND AUTHORIZATION

The RAISE program, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 to create jobs and spur economic recovery through transportation infrastructure investments. The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021), authorized and appropriated $1.5 billion annually to be awarded by the Department of Transportation ("DOT") 2022 – FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments to fund eligible surface transportation projects with significant local or regional impact. As of June 2024, the program has awarded more than $15 billion over sixteen rounds to local governments, Tribes, transit and port authorities, states, and other entities. The program is codified at 49 U.S.C. 6702.

2. PROGRAM GOALS AND OBJECTIVES

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department's Strategic Plan[6] and in executive orders.

The Department seeks to fund projects under the RAISE program that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*.

In addition, the Department seeks to award projects under the RAISE program that proactively evaluate whether a project will create proportional impacts to all populations in a project area and increase equitable access to project benefits, consistent with Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*.

The Department also seeks to award projects that address environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*.

The RAISE program advances President Biden's Justice40 Initiative, which set the goal that 40 percent of the overall benefits of certain climate, clean energy, and other covered Federal investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.

[6] See U.S. Department of Transportation Strategic Plan FY 2022–2026 at https://www.transportation.gov/dot-strategic-plan.

In addition, the Department intends to use the RAISE program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, *Worker Organizing and Empowerment,* and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*. The Department also intends to use the RAISE program to support wealth creation, consistent with the Department's Equity Action Plan, through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms.

The BIL included provisions for Metropolitan Planning Organizations to consider integrating transportation planning, housing, employment opportunities, and economic development strategies.[7] The Department strongly encourages applicants to utilize these new planning coordination opportunities in their proposed projects and describe them in their applications. **Note, the RAISE program can only fund the surface transportation infrastructure elements** of a project that may also include housing, employment opportunities, and economic development strategies.

3. RESTRICTIONS ON FUNDING

The Department must comply with the following funding restrictions:

Funding Restriction	Amount
Per State	No more than 15% which is $225 million
Rural Projects	No more than 50% which is $750 million
Urban Projects	No more than 50% which is $750 million
Planning Projects	At least 5% which is $75 million
Projects Located in Areas of Persistent Poverty and/or History Disadvantaged Communities	At least 1% which is $15 million

The Department may retain up to $30 million for oversight and administration of grants. Additionally, the Department may use up to 20 percent of available funds (or $300 million) to pay the subsidy and administrative costs of a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) programs. Note, applicants must apply to both the RAISE program and TIFIA or RRIF loan program to be eligible for the Department to pay for subsidy and administrative costs associated with credit assistance.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

[7] See BIL div. A § 11201., *Transportation Planning*, which amends 23 U.S.C. 134.

4. AVAILABILITY OF FUNDS

The table below outlines the obligation and expenditure deadlines for FY 2025 BIL funding.

Fiscal Year	BIL Funding Obligation Deadline	BIL Funding Expenditure Deadline
FY 2025	September 30, 2029	September 30, 2034

FY 2025 RAISE grant funds must be obligated by September 30, 2029.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

FY 2025 RAISE funds must be expended by September 30, 2034.

- Expenditure occurs when a recipient is reimbursed for eligible project costs.
- After this date, unexpended funds are no longer available to the project.

5. PERFORMANCE GOALS

RAISE program performance measures can be found on the RAISE website.

6. PREVIOUS AWARDS

Previous program awards can be seen in Fact Sheets on the RAISE website.

D. APPLICATION CONTENT AND FORMAT

The Department requires the application to include the following files, in this order and with these specific names:

Information	File Name	NOFO Section	Page Limit
SF-424	SF-424	D.1	N/A
Project Information Form (Excel file)	FY 2025 RAISE Project Information Form	D.2	N/A
Project Description	Project Description	D.3	5 pages
Project Location File	Project Location File	D.4	N/A
Project Budget	Project Budget	D.5	5 pages
Funding Commitment Documentation	Funding Commitments	D.5	N/A
Merit Criteria	Merit Criteria Narrative	D.6	15 pages
Project Readiness	Project Readiness	D.7	5 pages
Benefit-Cost Analysis Narrative (capital projects only)	BCA Narrative	D.8	N/A
Benefit-Cost Analysis Calculations (capital projects only, unlocked Excel file)	BCA Calculations	D.8	N/A
Letters of Support (Optional)	Letters Of Support	D.7	N/A

The Department requires application files to be formatted as follows: single-spaced, 12-point standard font (e.g., Times New Roman), with 1-inch margins. Files should be in PDF unless otherwise specified (e.g., project information form in Excel; location files as Shapefile or KML/KMZ; and BCA calculations in Excel).

Applications should include all necessary information to demonstrate compliance with the Eligibility section and to meet selection criteria in the Criteria section. Applications must be complete at submission; the Department may request additional data, but applicants are not obligated to provide it.

Supporting documents may be included but are not required to be reviewed by evaluators.

Different evaluation teams review the merit criteria, the benefit-cost analysis, budget, and project readiness files.

The Department expects application files to include the following detailed information:

1. STANDARD FORM 424

The SF-424 Application for Federal Assistance must be completed. Applicants may leave the following fields on the form blank: 3, 4, 5a, 5b, 6, 7, 11, 13, and 14. Separate files must be attached in Item 15 to provide required project information that is not included in the body of the SF-424.

2. FY 2025 RAISE PROJECT INFORMATION FORM

The FY 2025 Project Information Form can be downloaded from Grants.gov or from the RAISE website. This from is used to determine applicant and project eligibility.

Information such as applicant name, RAISE amount requested, other Federal funding, non-Federal funding, etc. may be requested in varying degrees of detail on both the SF-424 and the FY 2025 RAISE Project Information Form. Applicants must fill in all fields unless stated otherwise on the forms.

3. PROJECT DESCRIPTION FILE

This file should describe the project to be planned or constructed, including a detailed statement of work covering technical and engineering aspects, current design status, and transportation challenges and solutions. It may also include the project's history and how it fits within the applicant's broader transportation infrastructure investments.

This file should include a narrative description of the project location, detailing the geographic area and providing maps to complement the project location file. It should narratively identify if the project is located in an Area of Persistent Poverty, a Historically Disadvantaged Community, and if the project is Urban or Rural (see Location Designations section for definitions).

4. PROJECT LOCATION FILE

Applicants should submit one of the following file types that detail the projects location so the Department can verify location designations: Shapefile (.zip with .shp, .shx, .dbf, and .prj) or KML/KMZ. Google Earth can be used to create KML/KMZ files. The files should only include the project's direct physical location, not a broad service area or area of impact. **Accurate location data is crucial as it affects eligibility for the FY 2025 RAISE grants program**.

5. PROJECT BUDGET FILES

This file should describe the budget for the RAISE project using the below table and also include a narrative section. **The budget table should show only future eligible project costs and should not include previously incurred expenses**.

Funding Source	[Component 1]	[Component 2]	Total Funding
RAISE Funds:	[$XXX]	[$XXX]	[$XXX]
Other Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Non-Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Total Project Cost:	[$XXX]	[$XXX]	[$XXX]

Note: If there is only a single component, remove "Component 2" column. If there are more than 2 components, add columns.

The budget table must show the **total project cost** by project component and the following funding sources:

- RAISE funding request
- Other Federal funds
- Non-Federal Funds

The budget table and narrative must identify the amount, type (e.g., grant, loan, bond, etc.), and source of all other Federal funds and non-Federal funds included in the budget. The budget table should demonstrate compliance with the statutory cost share requirements.

Applicants must also include the three tables listed below in their project budget file. The Department will use these tables to determine where the majority of project costs occur for the purposes of making APP, HDC, and Urban designations. The total project cost listed in each table should match the total project cost listed in the budget table above, in the SF-424 and in the FY 2025 RAISE Project Information Form. Applicants should reference the RAISE Grant Project Location Verification mapping tool when filling out the below tables.

2020 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Note: Please reference the Census Tracts (2020 Census) layer in the RAISE Grant Project Location Verification mapping tool. Additional rows may be added if necessary.

2010 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Note: Please reference the Census Tracts (2010 Census) layer in the RAISE Grant Project Location Verification mapping tool. Additional rows may be added if necessary.

Urban and Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	$
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	$
	Total Project Cost: $

Note: Please reference the Census Designated Urban Areas with Population Greater Than 200,000 (2020 Census) layer in the RAISE Grant Project Location Verification mapping tool.

The budget narrative should include:

- Sources, Uses, and Availability: Provide complete information on how all capital or planning project funds may be used, their availability, and documented funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Examples of documentation include, but are not limited to, a letter signed by a governing official or chief financial officer confirming the amount and source of funding, a page or pages from the Statewide Improvement Program (STIP) or Transportation Improvement Program (TIP) (please do not include a link to the entire STIP/TIP), a signed city ordinance, or a county administrator committing previously approved general obligation bonds.
- Contingency Amount and Plan: Indicate the specific contingency amount included in the budget to demonstrate there is sufficient funding to cover unanticipated cost increases and describe a plan to address potential cost overruns. Planning projects are not required to include a contingency amount but must describe a plan to address potential cost overruns.
- Level of Design: Indicate the degree of design completion (e.g., no design, 30, 60, 90 percent design) for which the cost was estimated in the case of a capital project;
- Cost Estimates: Indicate how, when, and by whom project costs were estimated. Cost estimates should be no older than a year from the application deadline. If older, please apply an inflation factor.

- Cost Share: Explain how the project budget satisfies the statutory cost share or non-federal funds matching requirements shown in the project budget table, if applicable.

6. MERIT CRITERIA FILE

This file should demonstrate how the project aligns with each of the 8 statutory merit criteria described in the Merit Criteria section by:

- Organizing the narrative in the order the merit criteria are described in the Merit Criteria section
- Addressing each merit criteria separately by:
  - Identifying the bullet(s) from the rubric the project addresses
  - Identifying the element(s) of the project that address the bullet(s) from the rubric
  - Providing supporting justification using data. Unsupported claims may harm the application's competitiveness.

Applicants are encouraged to use the Department's Equitable Transportation Community (ETC) Explorer as a resource to describe how their project area is experiencing transportation related disadvantage as it relates to safety, affordable transportation options, pollution, access to good-paying jobs, climate change, and/or improving quality of life.

Insufficient information to assess any criterion will negatively impact the project rating. Merit reviewers will focus on this file and will not be required to reference links or the other files in the application package.

7. PROJECT READINESS FILE

Project readiness describes an applicant's preparedness to move a proposed project forward once it receives a RAISE grant. The Project Readiness file should include information that, when considered with the project budget information, is sufficient for the Department to evaluate whether the project is reasonably expected to begin the capital or planning project in a timely manner and meet both the obligation and expenditure deadlines. To assist the Department's environmental risk review, the applicant should provide the information requested on project schedule, required approvals and permits, NEPA class of action and status, public involvement, right-of-way acquisition plans, risk assessment, and risk mitigation strategies. Applicants can see a general Project Readiness checklist on the DOT Navigator The Project Readiness file should include the sections outlined below. Supporting material that exceeds page limits may be provided as hyperlinks, attachments, or appendices.

i. Planning and Constructability

Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents.

- STIP / TIP / TTIP / TAM Plan: Is the project already listed in the STIP, TIP, Tribal Transportation Improvement Program (TTIP), and/or Transit Asset Management (TAM) Plan, if applicable? If so, provide links or attachments that show the project listing in the applicable plans/programs. If the project is not yet listed, describe any coordination that

has/will occur to facilitate listing in the applicable plans/programs and the anticipated date when listing will occur.

- Consistency with Other Plans: Is your proposal listed in and/or consistent with any other plans (e.g., the Long-Range Statewide Transportation Plan and/or Metropolitan Long-Range Plan)? If so, please summarize and provide a link to appropriate project listing.
- Freight Plans: To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration such as letters of support from the State DOT if the project is intended to be included in the State Freight Plan, or results from application of the FHWA Freight Mobility Trends Tool.
- Property Acquisition / Right-of-Way (ROW): Who is the owner of the existing facility? Will any new ROW acquisition be required, and if so, from whom? If acquisition will be required, describe the status and anticipated schedule for the acquisition. Will any special ROW permits or approvals be needed? If so, please describe.
- Construction Techniques and Phasing: Will the proposed improvements require unique construction techniques, non-standard project delivery methods (e.g., approaches other than design-bid-build), and/or phasing? If so, please describe.

ii. Proposed Schedule

- List the completed and/or anticipated dates (calendar month and year, not fiscal year or quarter) for the following key milestones. Dates provided should reflect a realistic amount of time to complete each milestone. Ensure that dates provided here are consistent with dates provided elsewhere in the application.
  - Start and end of preliminary design
  - Start and end of the NEPA process
  - Start and end of obtaining permits/approvals (if required)
  - Project listed in STIP, TIP, TTIP, and/or TAM Plan (as applicable)
  - Start and end of final design
  - Start and end of ROW acquisition (if required)
  - Anticipated finalization of RAISE grant agreement (if awarded)
  - Anticipated obligation of grant funds (if awarded)
  - Start and end of construction
- Project Development Phases to be Funded with RAISE: Describe the project development phase(s) proposed to be funded with RAISE funds (if awarded), and whether RAISE funds are proposed to be used for phases other than ROW acquisition and construction (e.g., for design, NEPA, etc.). Note: typically, milestones for establishing the grant agreement and obligation of funds should be scheduled before any activities/phases that will use RAISE funds.

iii. NEPA and Permitting

- NEPA Class of Action: List the class of action/type of document that has already been or will be prepared to comply with the National Environmental Policy Act (NEPA) of 1969,

as amended (e.g., a categorical exclusion, an environmental assessment, an environmental impact statement, or class of action not yet determined). If multiple NEPA documents are being prepared for this proposal, briefly explain why, and complete the prompts below for each document.

- NEPA Status and Milestones: Briefly describe the status of NEPA compliance (e.g., not started, underway, or complete), the anticipated project impacts, and proposed mitigation measures. If the NEPA process has been completed, provide the final approval date for the NEPA document. If the NEPA process has not yet been completed, list the key remaining milestones for the NEPA process, their status, and their anticipated completion dates. Identify any anticipated challenges to timely completing the NEPA process.
- Link to NEPA Documentation: If draft or final NEPA documentation is available, provide a hyperlink, attach it, or append it.
- Reevaluation and Post-Approval Changes: Describe any planned and/or completed efforts to reevaluate the NEPA documentation between the final NEPA approval and beginning of construction. Reevaluation may be warranted based on the passage of time and/or changes in the project scope, setting, impacts, or applicable requirements since the final NEPA approval.
- Permits and Approvals: List any federal, state, or local permits and approvals anticipated to be needed for the project (e.g., Clean Water Act Section 404 permit, Endangered Species Act Section 7 consultation, etc.). Provide the status of each permit or approval and the date that the permit or approval was obtained or is anticipated to be obtained. Summarize and attach relevant correspondence or documentation of consultation with permitting agencies.
- Coordination with DOT: Identify the federal lead agency for the NEPA process and any joint-lead agencies. Describe any coordination that has occurred with an agency or operating administration of USDOT regarding the project proposal and/or NEPA analysis. Describe any coordination with state, county, or local transportation agencies regarding preliminary design and the NEPA process.

iv. Project Support

- Public and Agency Involvement Process: Summarize the key events and techniques used to engage the public and other stakeholders during the NEPA process. Highlight efforts to engage disadvantaged communities and communities likely to be affected by the project, including details on compliance with environmental justice requirements and access for persons with disabilities and limited English proficiency. These efforts may include public meetings, a public website, presentations to community groups, newsletters, online outreach, etc.
- Public and Agency Involvement Results: Summarize the support, opposition, and/or other notable feedback related to the project from the following groups and describe how stakeholder feedback has been integrated into project development and design:
  - The public, including members of communities affected by the proposal,
  - Elected officials and/or bodies (e.g., federal and state legislators, city and county councils and boards, etc.),

  - Other entities (e.g., members of business or industry, community organizations, advocacy groups, etc.), and
  - Federal, state, or local agencies (reference any relevant information provided in the NEPA and Permitting section above).
- Attach and reference documentation of support as applicable (e.g., letters of support, letters of commitment, resolutions, summaries of public comments, etc.)

v. Risks and Mitigation

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match (non-federal funding), lack of support from stakeholders or impacted communities, or lack of legislative approval affect the likelihood of successful project start and completion. Project risks can also include the unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, and unavailability of domestically manufactured equipment.

- The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks, and describe the potential effects of each risk on meeting the key project delivery schedule milestones presented in the Proposed Schedule. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.
- If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project. To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information on the RAISE website, for information on the prerequisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

vi. Technical Capacity Assessment

All applications should include a section in the Project Readiness file that demonstrates their technical capacity to successfully deliver the project in compliance with applicable Federal requirements including, but not limited to, compliance with Title VI/Civil Rights requirements and Buy America provisions. The applicant should address the following in the technical capacity section of the Project Readiness file:

- Federal Funding: experience implementing federally funded transportation projects.
- Federal Regulations: understanding of federal contract and procurement requirements, Buy America, Americans with Disabilities Act, Uniform Relocation Assistance and Real Property Acquisition Act, Davis Bacon Act, etc.
- Project Planning: practice incorporating projects into long-range development plans or adding projects to the TIP/STIP through the MPO planning process.

- Project Delivery: examples of successfully delivered projects of similar size, scope, and complexity.

8. BENEFIT-COST ANALYSIS

The purpose of the Benefit-Cost Analysis (BCA) is to enable the Department to evaluate the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs relative to the current problem often referred to as the "baseline" or "no-build alternative." The baseline defines the world without the proposed project.

Any benefits claimed for the proposed project, both quantified and unquantified, should be clearly tied to the expected outcomes of the proposed project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

There should be two BCA files included in the application: (1) a narrative description of the BCA; and (2) an unlocked spreadsheet revealing the underlying calculations:

- Narrative Description of Analysis: The BCA narrative should describe the current baseline, the sources of data used to estimate the benefits of the project, document any assumptions, and the values of key input parameters. Applicants may also provide a table similar to the one shown below summarizing the impacts of the project and how those impacts would translate into expected benefits. This is shown as an example only:

Baseline / Current Status and Problem to be Addressed	Change to Baseline / Proposed Project to Address Problem	Example Impacts
A freeway divides two neighborhoods	A new street will be constructed to connect neighborhoods on each side of the freeway	Reduced travel time for pedestrians and cyclists by X miles per day due to a more direct route, as well as reduced emissions, vehicle operating costs, and travel time for vehicle occupants by lowering VMT by Y miles per year
A roadway with a high number of pedestrian fatalities has no sidewalks or marked crosswalks	Sidewalks, high visibility crosswalks, and upgraded lighting will be added to the roadway	Reduced pedestrian fatalities and injuries by X and Y per year, respectively, as well as amenity benefits of wider sidewalks for Z daily pedestrian trips

- Spreadsheet Revealing Underlying Calculations: The BCA spreadsheet file should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by Department evaluators. While DOT does not have a prescribed format for the BCA spreadsheet submitted by the applicant beyond ensuring that it is unlocked, to allow review, the Department is also developing a new BCA spreadsheet template that will be available to assist applicants in structuring their analysis.

Applicants should review the Department's detailed guidance on how to conduct a BCA. Both the guidance document and spreadsheet template will be available on the RAISE website.

E. SUBMISSION REQUIREMENTS AND DEADLINE

1. ADDRESS TO REQUEST APPLICATION PACKAGE

All application materials may be found on Grants.gov and the RAISE website.

2. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

Each applicant must:

- Be registered in SAM.gov before submitting its application;
- Provide a valid unique entity identifier in its application; and
- Continue to maintain an active registration in SAM.gov with current information at all times during which it has an active Federal award or an application under consideration by a Federal agency.

Please note that the SAM registration process takes **several weeks to complete, if not longer**.

i. Submission Instructions

All applications must be submitted electronically through Grants.gov

The Department does not accept applications via mail, fax machine, email, or other means.

Each applicant must:

- Create a Grants.gov username and password
- The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from Grants.gov and login at Grants.gov to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization

Failure to register for SAM or comply with Grants.gov applicant requirements in a timely manner will not be considered for exceptions to the submission requirements and deadline.

ii. Submission Issues

The Department is not able to assist with technical issues related to Grants.gov registration or application submission. For information and instructions, please see Grants.gov. If applicants experience difficulties at any point during the registration or application submission process, please call the Customer Service Support Hotline at 1-800-518-4726 or email support@grants.gov.

3. SUBMISSION DEADLINE

Applications must be submitted through Grants.gov by 11:59 PM eastern on January 30, 2025. Grants.gov attaches a time stamp to each application at the time that submission is complete.

i. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through Grants.gov will be eligible for evaluation and possible selection for award.

ii. Late Applications

Any applications that Grants.gov time stamps after 11:59 PM eastern on the deadline will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline. Applicants facing technical issues are advised to contact the Grants.gov helpdesk well in advance of the deadline.

4. INTERGOVERNMENTAL REVIEW

This program is not subject to EO 12372, Intergovernmental Review of Federal Programs.

5. COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973

The Department encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973 (see Section 508 guidelines).

F. APPLICATION REVIEW INFORMATION

1. CRITERIA

This section specifies the criteria the Department will use to evaluate applications.

TIER 1 All Eligible Applications
Merit Criteria Review
TIER 2 All applications rated "Highly Recommended" under the merit criteria review automatically advance for second tier analysis. The Senior Review Team (SRT) can advance applications rated "Recommended" for second tier analysis.
Project Readiness Review
Environmental Risk Assessment (capital projects only)
Financial Completeness Assessment
Technical Capacity Assessment
Benefit-Cost Analysis (capital projects only)

The Department will review merit criteria for all applications. Highly Recommended capital applications will automatically advance to receive second-tier analysis consisting of three Project Readiness reviews: (1) Environmental Risk Assessment; (2) Technical Capacity Assessment; and (3) Financial Completeness Assessment, as well as a Benefit-Cost Analysis (BCA). Highly Recommended planning applications will automatically advance to receive second-tier analysis consisting of two Project Readiness areas: (1) Technical Capacity Assessment; and Financial Completeness Review. Environmental Risk Assessment and BCA will not be reviewed for planning applications. The SRT can advance select Recommended capital and planning applications for second-tier analysis under the circumstances described in the Review and Selection Process section.

iii. Merit Criteria

For each merit criterion, the Department will evaluate whether the application uses data-driven and evidence-based methods to demonstrate that the project will provide the anticipated benefits, which will result in a rating of "high, "medium," "low," or "non-responsive" as described in the rubric below.

Individual Merit Criteria Ratings	
High	The criterion must be addressed as a primary project purpose (not an ancillary or incidental consideration, except for the Partnership and Collaboration and Innovation criteria), must include clear, direct, data-driven (capital projects only), and significant benefits, and must align with at least one of the benefits described in the high column of the merit criteria rubric.
Medium	The criterion may not be a primary project purpose, or the project benefits do not meet at least one of the requirements for a 'high' rating, as described in the merit criteria rubric.
Low	The application contains insufficient information to assess that criterion's benefits.
Non-Responsive	The proposed project negatively affects the criterion, or the application does not address the criterion.

Planning grant applications will be evaluated against the same merit criteria as capital grants. Planning grant applications should include data on the problem intended to be addressed, but information does not need to be as driven by data as a capital project when estimating benefits of the implemented project since data is often an outcome of the project to be planned. The Department will consider how the plan, once implemented, will ultimately further the merit criteria.

The combination of individual criterion ratings will inform one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable, as shown below.

Overall Merit Rating	
Highly Recommended	six or more of the eight merit criteria ratings are "high" none of the merit criteria ratings are "non-responsive"
Recommended	one to five of the merit criteria ratings are "high" no more than three of the merit criteria ratings are "low" none are "non-responsive"
Acceptable	a combination of "high," "medium," "low," or "non-responsive" ratings that do not fit within the definitions of Highly Recommended, Recommended, or Unacceptable
Unacceptable	three or more "non-responsive" ratings

Merit Criteria	Non-Responsive	Low	Medium	High
Safety	Application did not address the Safety criterion OR Project negatively affects safety	Application contains insufficient information to assess safety benefit	The project has one or more of the following safety benefits, but safety may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Protect non-motorized or motorized travelers from safety risks; or • Reduce any number of fatalities and/or serious injuries	Safety is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits that targets a known, documented safety problem, by doing one or more of the following: • Protect non-motorized travelers from safety risks; or • Reduce fatalities and/or serious injuries in underserved communities to bring them below the state-wide average; or • Incorporate and cite specific actions and activities identified in the Department's National Roadway Safety Strategy plan or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA's Safety Advisory 23-1: Bus-to-Person Collisions; or • Incorporate specific safety improvements that are part of a documented risk reduction mitigation strategy and that have, for example, port-wide or transit system impact.

Merit Criteria	Non-Responsive	Low	Medium	High
Environmental Sustainability	Application did not address the Environmental Sustainability criterion OR Project negatively affects environmental sustainability	Application contains insufficient information to assess environmental sustainability benefits	Project has one or more of the following environmental sustainability benefits, but environmental sustainability may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Reduce transportation-related air pollution and greenhouse gas emissions; or • Reduce vehicle miles traveled; or • Incorporate lower-carbon pavement/construction materials; or • Redevelop brownfield sites; or • Improve resilience of infrastructure to current and future weather and climate risks; or • Make basic stormwater improvements	Environmental sustainability is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits that explicitly considers climate change and environmental justice, by doing one or more of the following: • Reduce transportation-related air pollution and greenhouse gas emissions in disadvantages communities; or • Address the disproportionately negative environmental impacts of transportation on disadvantaged communities such as by reducing exposure to elevated levels of air, water, and noise pollution; or • Align with the applicant's State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, local, or tribal greenhouse gas reduction plan; or • Align with the U.S. National Blueprint for Transportation Decarbonization; or • Implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible

Merit Criteria	Non-Responsive	Low	Medium	High
				green space, and neighborhood centers that make it convenient to take fewer or shorter trips; or • Reduce vehicle miles traveled specifically through modal shift to transit, rail, or active transportation; or • Reduce emissions specifically by shifting freight to lower-carbon travel modes; or • Incorporate energy efficient investments, such as electrification or zero emission vehicle infrastructure; or • Improve the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools; or • Incorporate nature-based solutions or natural infrastructure with the use of native plants; or • Referenced in a Resilience Improvement Plan or similar plan; or • Remove, replace, or restore culverts for the purpose of improving habitat for aquatic species; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Avoid adverse environmental impacts to air or water quality, wetlands, and endangered species
Quality of Life	Application did not address the Quality of Life criterion OR Project negatively affects quality of life	Application contains insufficient information to assess quality of life benefits	Project has one or more of the following quality of life benefits but quality of life may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase affordability for travelers; or • Reduces vehicle dependence	Quality of life is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Increase affordable transportation choices by improving and expanding active transportation usage or significantly reducing vehicle dependence, particularly in underserved communities; or • Reduce transportation and housing cost burdens by integrating mixed-use development and a diversity of housing types, including affordable housing, with multimodal transportation infrastructure; or • Coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; or • Improve access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks through transit and active transportation; or • Implement transit-oriented development that benefits existing

Merit Criteria	Non-Responsive	Low	Medium	High
				residents and businesses, low-income and disadvantaged communities, and minimizes displacement; or • Improve public health by adding new facilities that promote walking, biking, and other forms of active transportation; or • Mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or • Proactively addresses equity.
Mobility and Community Connectivity	Application did not address the Mobility and Community Connectivity criterion OR Project negatively affects mobility and community connectivity	Application contains insufficient information to assess mobility and community connectivity benefits	Project has one or more of the following mobility and community connectivity benefits, but mobility and community connectivity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase accessible transportation choices; or • Include ADA improvements	Mobility and community connectivity is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Improve system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; or • Implement plans, based on community participation and data, that addresses gaps identified in the existing network; or • Remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; or • Include transportation features that increase the accessibility for non-

Merit Criteria	Non-Responsive	Low	Medium	High
				motorized travelers in underserved communities; or • Incorporate Universal Design including details of how the improvements go beyond ADA requirements by designing environments to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design such as a Complete Streets approach; or • Directly increasing intermodal and multimodal freight movement; or • Consider last-mile freight plans in a Complete Streets and multimodal approach
Economic Competitiveness and Opportunity	Application did not address the Economic Competitiveness and Opportunity criterion OR Project negatively affects economic competitiveness and opportunity	Application contains insufficient information to assess economic competitiveness and opportunity benefits	Project has one or more of the following economic competitiveness and opportunity benefits, but economic competitiveness and opportunity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Improve travel time reliability; or • Improve movement of goods; or • Create jobs related to the project's delivery	Economic competitiveness is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits, by doing one or more of the following: • Improve intermodal and/or multimodal freight mobility, especially for supply chain bottlenecks; or • Facilitate tourism opportunities; or • Promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; or • Promote wealth building; or

Merit Criteria	Non-Responsive	Low	Medium	High
			and on-going operations	• Promote long-term economic growth and other broader economic and fiscal benefits; or • Create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or • Adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations; or • Promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development
State of Good Repair	Application did not address the State of Good Repair criterion OR Project negatively affects state of good repair	Application contains insufficient information to assess state of good repair benefits	Project has one or more of the following state of good repair benefits but state of good repair may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Routine or deferred maintenance; or • Create new infrastructure (not in a	State of good repair is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Restore and modernize (such as through road diets and complete streets approaches) the existing core infrastructure assets that have met their useful life; or

Merit Criteria	Non-Responsive	Low	Medium	High
			remote community) that will be maintained in a state of good repair; or • Identify the party responsible for maintenance and describe how the new or improved asset(s) will be maintained in a state of good repair; or • Resolve the current or projected transportation system vulnerabilities	• Reduce construction and maintenance burdens through efficient and well-integrated design; or • Create new infrastructure in remote communities that will be maintained in a state of good repair; or • Address current or projected transportation system vulnerabilities for underserved communities; or • Prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint
Partnership and Collaboration	Application did not address the Partnership and Collaboration criterion OR Project negatively affects partners or community members (e.g., negative impacts from ROW acquisition, lack	Application contains insufficient information to assess the partnership and collaboration benefits	Project has one or more of the following partnership and collaboration benefits but partnership and collaboration may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Collaborate with public and/or private entities; or • Document support from local, regional, or national levels	Project has, or demonstrates plans to, support and engage diverse people and communities by doing one or more of the following: • Engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project, for example, by citing and describing how the project aligns with the Department's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; or

Merit Criteria	Non-Responsive	Low	Medium	High
	of support for the project, etc.)			• Coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; or • Partner with Disadvantaged Business Enterprises or 8(a) firms; or • Partner with high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships. These programs should have a focus on expanding access for women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); or • Partner and engage with unions and/or worker organizations in the development of the project and the lifecycle of the project, including the maintenance or operation of the completed project; or • Partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity; or • Participate in the Thriving Communities Network
Innovation	Application did not address the Innovation criterion. OR Includes non-innovative practices or components	Application contains insufficient information to assess innovation benefits	Project has one or more of the following innovation benefits but does not meet the description(s) of a 'high' rating: • Deploy technologies, project delivery, or financing methods that are new or innovative to the applicant or community	Project has, or demonstrates plans for, one or more of the following innovative benefits. Innovative Technologies • Enhance the environment for electric, connected, or automated vehicles to improve the detection and mitigation of safety risks; or • Improve safety using Advanced Driver Assistance Systems on public transit vehicles, including functions such as precision docking; lane keeping or lane centering; or • Use sensors or small unmanned aerial vehicles to enhance infrastructure inspection and asset management processes; or • Use sensors to monitor real-time conditions of pavement quality, signage, crosswalks, transit headways, or other public infrastructure; or • Use low-carbon or other innovative materials; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Use caps, land bridges, or underdecks; or • Use active grade crossing detection systems to enable responsive traffic management; or • Use detection systems on railroads to target and deter trespassing; or • Digitalize curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage Innovative Project Delivery • Use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, that establishes a streamlined process for environmental consultations and permits for commonly encountered project types. Innovative Financing • Secure TIFIA, RRIF, or private activity bond financing; or • Use congestion pricing or other demand management strategies

Safety

The Department will assess how the project targets a known safety problem and seeks to protect motorized or non-motorized travelers from safety risks on roadways, transit, rail, or ports. Applicants are highly encouraged to include data-driven information when addressing the safety criterion such as the current and projected number or rate of crashes, fatalities and/or serious injuries among transportation users and how those compare to the statewide average; details about the transportation user that will reap the safety benefits such as whether the project addresses vulnerable roadway users[8] or whether the project addresses inequities in crash victims. If applicable, applicants should describe how the project incorporates specific actions and activities identified in the Department's National Roadway Safety Strategy, or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA's Safety Advisory 23-1: Bus-to-Person Collisions.

Environmental Sustainability

The Department will consider the extent to which the project incorporates considerations of climate change and environmental justice in the project planning or project delivery stage. Environmental justice means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people: (i) are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and (ii) have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

The Department will evaluate whether and how the project demonstrates environmental sustainability benefits. For this assessment, the Department will consider, for example, how the project will significantly reduce transportation-related pollution like air pollution and greenhouse gas emissions; aligns with the applicant's State, regional, county or city carbon-reduction plan or the U.S. National Blueprint for Transportation Decarbonization; address the disproportionate negative environmental impacts of transportation such as exposure to elevated levels of air, water, and noise pollution; or implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers that make it convenient to take fewer or shorter trips.

The Department will assess whether and how the project is expected to reduce emissions, such as shifts to lower emissions vehicles, transit, or active transportation; shift freight to lower-carbon

8 As defined by FHWA's Vulnerable Road User Safety Assessment Guidance, a vulnerable road user is a non-motorist and may include people walking, biking, or rolling as well as highway workers on foot in a work zone.

travel modes to reduce emissions; improve the resiliency of at-risk infrastructure[9] to withstand extreme weather events and natural disasters caused by climate change such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating nature-based solutions or natural infrastructure; or incorporates lower-carbon pavement or construction materials as described in the Environmental Protection Agency's interim guidance on low-carbon materials or the U.S. National Blueprint for Transportation Decarbonization.

The Department will also consider whether and how the project will incorporate energy efficient investments such as electrification or zero emission vehicle infrastructure; redevelop brownfield sites; remove, replace, or restore culverts to improve passage of aquatic species; or avoid adverse impacts to air or water quality, wetlands, and endangered species. If applicable, applicants are encouraged to make floodplain upgrades consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, *Climate-Related Financial Risk* and Executive Order 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*.

Quality of Life

The Department will consider whether and how the project will improve quality of life, such as by increasing affordable transportation choices and expanding active transportation usage or significantly reducing vehicle dependence; reduce transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure; coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; reduce vehicle dependence and improve access to daily destinations such as jobs, healthcare, grocery store, schools, places of worship, recreation, or parks such as by adding new facilities that promote walking, biking; implement transit-oriented development that benefits existing residents and businesses; mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or proactively address racial equity.[10]

Mobility and Community Connectivity

The Department will assess whether and how the applicant will improve mobility and community connectivity. For this assessment, DOT will consider, for example, how the project will address system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; implement plans, based on community participation and data, that identifies and addresses gaps in the existing network; remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; include transportation features that increase accessibility for non-motorized travelers, such as through a Complete Streets approach;

9 For the RAISE program, at-risk infrastructure is defined as infrastructure that is subject to, or faces increased long-term future risks of, a weather event, a natural disaster, or changing conditions, such as coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.

10 Definitions for "racial equity" and "underserved communities" are found in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Sections 2 (a) and (b).

incorporate Americans with Disabilities Act (ADA) or Universal Design[11] improvements; directly increase intermodal and multimodal freight movement; or considers last-mile freight plans in a Complete Streets and multimodal approach.

Economic Competitiveness and Opportunity

The Department will assess whether and how the project will improve economic competitiveness and opportunity. For this assessment, DOT will consider, for example, how the project will improve intermodal or multimodal freight mobility, especially for supply chain bottle necks; facilitate tourism; promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; wealth building; long-term economic growth and other broader economic and fiscal benefits; create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations. DOT will evaluate the extent to which the project will promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development.

State of Good Repair

The Department will assess whether and to what extent the project improves state of good repair. For this assessment, DOT will consider, for example, how the project will mitigate current or projected system vulnerabilities; restore and modernize (such as through road diets and Complete Streets approaches) the existing core infrastructure assets that have met their useful life; reduce construction and maintenance burdens through efficient and well-integrated design; create new infrastructure *in remote communities* that will be maintained in a state of good repair; prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint; conduct routine or deferred maintenance; create new infrastructure *(not in a remote community)* that will be maintained in a state of good repair; or identify the party responsible for maintenance and how the new or improved asset(s) will be maintained in a state of good repair.

The Department encourages applicants to improve the condition and safety of existing state and locally owned transportation infrastructure within the right-of-way before proposing projects that add new general purpose travel lanes serving single occupancy vehicles.

Partnership and Collaboration

The Department will consider the extent to which the project has or will support and engage diverse people and communities. For this assessment, DOT will consider, for example, how the project has or will collaborate with public and/or private entities; documents support from local, regional, and/or national levels; engage residents and community-based organizations to ensure

11 Definition for “Universal Design” found on the General Services Administration’s Section508.gov website and states, “Universal design is a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design.”

equity considerations for underserved communities are meaningfully integrated throughout the project. Applicants should describe how the project incorporates specific actions and activities identified in the Department's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; partner with Disadvantaged Business Enterprises or 8(a) firms; partner with high-quality workforce development programs with supportive services[12] to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment; partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements; or partners with communities, or community groups representative of historically underrepresented groups, to develop workforce strategies; or establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity. DOT will assess the level of detail and description provided about the partnerships listed above. Applications that provide more details and descriptions about the project partnership will be rated higher than those that do not, in alignment with the merit rating rubric.

The Department will consider whether the applicant is participating in the Thriving Communities Network. Applications that include right-of-way acquisition plans that minimally disrupts communities and maintains community cohesion will be more competitive than right-of-way acquisition plans that disrupt communities. For projects involving other Federal agencies, or requiring action from other Federal agencies, DOT will consider the level of involvement and commitment from those agencies. For example, relevant port projects should demonstrate alignment with U.S. Army Corps of Engineers investment strategies.

Innovation

The Department will assess the extent to which the applicant uses innovative: (1) technologies; (2) project delivery; or (3) financing. If this project is the first time the applicant or community will deploy specific innovations, the Department will consider them innovative, to the extent applicants provide enough detail to determine whether the innovations being deployed are new or innovative to the applicant or community regardless of whether other applicants or communities have implemented these innovations.

- Innovative Technologies: The Department will consider how the project enhances the environment for connected, electric, or automated vehicles to improve the detection, mitigation, and documentation of safety risks. Examples include the use of Advanced

12 Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Recommended supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking.

Driver Assistance Systems on public transit vehicles and detection systems on railroads to target and deter trespassing. The Department will assess the extent to which the project uses innovative technology that significantly enhances the operational performance and maintenance of the surface transportation system including sensors to inspect infrastructure and manage assets or to monitor real-time conditions of pavement quality, signage, crosswalks, or transit headways; active grade crossing detection systems to enable responsive traffic management; or digitalized curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage. The use of low-carbon materials as well as the use of caps, land bridges, or underdecks are also considered innovative.

- Please note that all innovative technology must follow 2 CFR § 200.216. If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the Department will consider whether and how the applicant demonstrates that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the Department will consider whether the vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the Department will consider applications that do one of the following more competitive than applications that do not: either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

- Innovative Project Delivery: The Department will consider the extent to which the project utilizes innovative practices in contracting (such as public-private partnerships and single contractor design-build arrangements), single contractor design-build arrangements, project bundling, https://www.fhwa.dot.gov/construction/adcms/Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, establishing a streamlined process for environmental consultations and permits for commonly encountered project types.
- Innovative Financing: The Department will assess the extent to which the project incorporates innovations in transportation funding and finance, for example through private sector funding or financing, using congestion pricing or other demand management strategies to address congestion, securing a TIFIA or RRIF loan, or receiving an allocation for private activity bonds through DOT's Build America Bureau.

iv. Project Readiness

Capital project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned three evaluation ratings:

- Environmental Risk Assessment
- Financial Completeness Assessment
- Technical Capacity Assessment

Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings:

- Financial Completeness Assessment
- Technical Capacity Assessment

Low ratings in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies.

Environmental Risk
The Environmental Risk Assessment evaluates information provided in the Project Readiness file. It analyzes the project's environmental approvals and likelihood of the necessary approvals affecting project obligation funds and timely expenditure of funds after obligation. The assessment results in a rating of "high risk," "moderate risk," or "low risk."

Technical Capacity
The Technical Capacity Assessment will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements as well as the recipient's experience working with Federal funds, civil rights compliance, and previous experience delivering infrastructure projects. This review is partially based on information submitted with the application and partially based on DOT Operating Administration knowledge of the applicant's performance. Technical Capacity ratings will be one of the following: "certain," "somewhat certain," or "uncertain."

DOT will assign the highest rating of "certain," if the application demonstrates that: the applicant has extensive experience with Federal funds; the applicant has extensive experience completing projects with similar scope; the applicant has the resources to deliver the project; and the project will comply with all applicable Federal requirements including, but not limited to, Buy America provisions, ADA regulations, Civil Rights requirements, Federal Motor Vehicle Safety Standards, and/or the Federal Motor Carrier Safety Regulations.

If an applicant is proposing to adopt innovative technology or other innovative practices, DOT will assess whether the applicant's capacity to implement those innovations, the applicant's understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline.

Financial Completeness
The Financial Completeness Assessment reviews the project budget to confirm the availability of funding for the project and whether the applicant presented a complete funding package based on reasonable cost estimates. Financial Completeness ratings are: "complete," "partially complete," or "incomplete."

DOT will assign the highest rating of "complete," if the application identifies all funding sources for the project budget, documents all funding is available and committed to the project, includes contingency amount in the project budget and describes a plan to address potential cost overruns, and cost estimates are no more than a year old or include an inflation factor. Planning grants are not required to include a contingency amount but **must discuss a plan to address potential cost overruns**.

Projects with funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates without specified budget contingencies will receive a lower rating. **All applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns.**

v. Benefit-Cost Analysis

For capital projects that receive second-tier analysis, the Department will consider the costs and benefits of projects seeking RAISE grant funding in determining whether a project is cost effective. To the extent possible, the Department will rely on quantitative, evidenced-based and data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project's estimated benefit-cost ratio (BCR) based on the applicant-supplied BCA described in the Benefit-Cost Analysis section.

To evaluate the costs and benefits of a proposed project, the Department will assign the project as either negative net benefits (costs exceed benefits) or positive net benefits (benefits exceed costs). Projects with negative net benefit ratings will not be selected for an award, unless the project demonstrates exceptional benefits for underserved or disadvantaged communities, as identified by the Senior Review Team (see Review and Selection Process section).

2. REVIEW AND SELECTION PROCESS

This section explicitly addresses the BIL requirement to describe the methodology for evaluation in the NOFO. The RAISE grant program review and selection process consists of Merit Criteria Review; Project Readiness Review (consisting of Environmental Risk Assessment, Financial Completeness Assessment, and Technical Capacity Assessment); Benefit-Cost Analysis; and Senior Review. The Secretary makes final project selections.

Teams comprising Department staff review all eligible applications received by the deadline for a Merit Review and assign ratings as described in the Application Review Information section. Using the Merit Review rubric described in the Application Review Information section, the combination of eight merit criteria ratings will result in one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable.

"Highly Recommended" projects automatically advance for second-tier analysis.

The Senior Review Team (SRT) reviews all "Recommended" projects to determine if the benefits of a particular criterion are so significant that the project merits advancing for second-tier analysis. The SRT can advance a "Recommended" project only if:

- The project received a "high" in one or more of the priority criteria of safety, environmental sustainability, mobility and community connectivity, or quality of life, and the benefits in that criterion are exceptional; or
- The SRT provides additional information to demonstrate that a criterion has benefits that are aligned with a "high" rating for one or more of the priority merit criteria listed above (whether or not the Merit Review Team assigned a "high" rating) and the benefits in that criterion would be exceptional.

Senior Operating Administration staff and OST staff may make recommendations to the SRT for which projects should advance based on exceptional benefits of a particular priority criterion.

Applications for the FY 2025 RAISE grant program that have identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Neighborhoods Program competition and received the designation of "Reconnecting Extra," will automatically advance for second-tier analysis if they receive an overall merit rating of "Recommended" and have at least one "High" rating in a priority criterion.

Second-tier analysis consists of:

- **Capital Projects**
  - Cost-Benefit Analysis
  - Project Readiness: (1) Environmental Risk Assessment; (2) Financial Completeness Assessment; and (3) Technical Capacity Assessment
- **Planning Projects**
  - Project Readiness: (1) Financial Completeness Assessment; and (2) Technical Capacity Assessment

Following completion of second-tier analysis, the SRT determines which projects are designated as Highly Rated.

Using the discretionary authority provided in statute, the Secretary selects projects from the Highly Rated List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

Projects for which an FY 2025 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into FY 2026 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2026 applications eligible for advancement to the Highly Rated List.

Consistent with past practice and statute, the Department offers debriefs to applicants not selected for award to receive information about the RAISE project's evaluation. Due to overwhelming demand, the Department is unable to provide a RAISE award to every competitive project that applies.

G. AWARD NOTICES

1. HOW PROJECT SELECTIONS ARE ANNOUNCED

The Department emails each successful applicant and posts all selections in Fact Sheets as well as an excel file on the RAISE website.

- Notice of selection is **not** authorization to begin or to incur costs for the proposed project.
- Following that announcement, the RAISE program Office and relevant operating administration will contact the point of contact listed in the SF-424 to initiate development of the grant agreement.

2. ANNOUNCEMENT DATES

- Round 1: The selections of applications, designated as FY 2024 Projects of Merit awarded reserved funding under Round 1 of this NOFO, will be announced by January 13, 2025.
- Round 2: Selections under Round 2 of this NOFO, will be announced no later than June 28, 2025.

3. PRE-AWARD COSTS

Unless authorized by the Department in writing after announcement of FY 2025 RAISE selections, any costs incurred prior to the Department's obligation of funds for a project are ineligible for reimbursement and are ineligible cost share requirements.[13]

- Project costs incurred before project selections are announced cannot be paid for with funds from this competition.
- Funds must be used only for the specific purposes as outlined in the award letter and/or authorized by the Department.

4. REIMBURSABLE PROGRAM

Recipients of RAISE Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds.

In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs.

- RAISE funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.

[13] Pre-award costs are costs incurred after award announcement, but directly pursuant to the development of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

H. POST-AWARD REQUIREMENTS AND ADMINISTRATION

1. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

i. Administrative Requirements

Please visit the RAISE website for the General Terms and Conditions for FY 2024 RAISE awards. The FY 2025 RAISE Terms and Conditions will be similar to the FY 2024 RAISE Terms and Conditions, but it will include relevant updates consistent with this notice.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R part 200, as adopted by DOT at 2 C.F.R part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with RAISE Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive RAISE grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs. For projects that are eligible under RAISE but are not eligible under DOT's other programs or projects that are eligible under multiple DOT programs, the RAISE program will determine the appropriate requirements to ensure the project is delivered consistent with program and Department goals. In particular, Executive Order 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. RAISE grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor

Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 C.F.R generally apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a RAISE grant project administered by the FHWA, please see the RAISE website.

For RAISE projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with RAISE grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, all relevant requirements under 49 U.S.C. § 22905 apply.

ii. Program Requirements

Climate Change and Environmental Justice Impact Consideration
Each applicant selected for RAISE grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in the Application Review Information section, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities in the Criteria section.

Racial Equity and Barriers to Opportunity
Each applicant selected for RAISE grant funding must demonstrate effort to improve racial equity and reduce barriers to opportunity as described in the Application Review Information section, consistent with Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Labor and Workforce
Each applicant selected for RAISE grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of strong labor standards as described in the Application Review Information section, consistent with Executive Order 14025, *Worker Organizing and Empowerment*, and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Critical Infrastructure Security, Cybersecurity, and Resilience
It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including both physical and cyber threats, consistent with the -

National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22). Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, efforts to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department of Homeland Security, will be required to do so before receiving funds.

Domestic Preference Requirements

As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements based on the Operating Administration that administers the project, including 23 U.S.C. 313 (FHWA projects); 49 U.S.C. 5323(j) (FTA projects); 49 U.S.C. 22905(a) (FRA projects); and section 70914(a) of the Build America, Buy America Act (all projects). The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance

As a condition of grant award all Federally assisted contractors are required to make good faith efforts to meet the goals of EO 11246, *Equal Employment Opportunity* (30 FR 12319, and as amended). Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

$35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

Project Signage and Public Acknowledgements
Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that "the project is funded by the Infrastructure Investment and Jobs Act." In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

2. REPORTING

i. Progress Reporting on Grant Activities

Each applicant selected for RAISE grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the RAISE grant program.

ii. Performance Reporting

Each applicant selected for RAISE grant funding must collect and report to the DOT information on the project's performance based on performance indicators DOT identifies related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, level of service, etc.) and other information as requested by DOT. Performance indicators should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the RAISE Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in the Criteria section. Performance reporting continues for several years after project construction is completed, and DOT does not provide RAISE grant funding specifically for performance reporting. RAISE grant performance measures are posted on the RAISE website.

iii. Program Evaluation

As a condition of grant award, RAISE grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant

recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR § 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

I. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov. In addition, DOT will post answers to questions and requests for clarifications on the RAISE website. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the RAISE grant selection and award process upon request.

J. OTHER INFORMATION

1. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it "Contains Confidential Business Information (CBI);" (2) mark each page that contains confidential information with "CBI;" (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. PUBLICATION AND SHARING OF APPLICATION INFORMATION

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in the Protection of Confidential Business Information section, The Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.



Pete Buttigieg

Issued in Washington D.C. on November 1, 2024

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: 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.

STAFF RECOMMENDATION:

Authorize City Manager to execute 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.

BACKGROUND:

In October 2007, City Council authorized a Reimbursement Agreement with the Coachella Valley Association of Governments (CVAG) providing $3 million for the Dillon Road interchanges at I-10 and SR86 Phase 1 Project Study Report (PSR) as well as the Preliminary Engineering and Environmental Design for the Dillon Road Bridge at Whitewater Channel (also known as the Coachella Valley stormwater channel).

In March 2009, City Council approved Amendment No. 1 adding $149,238.75. The agreed upon work was to perform environmental documentation for the interchanges with CVAG paying 75 percent of the total costs of $198,985.00 making the total CVAG commitment $3,149,238.75. The City of Coachella completed the scope of work for the two interchange PSRs in 2010 for a total of approximately $1,890,000.

In July, 2016, City Council approved Amendment No. 2 to the existing Reimbursement Agreement with CVAG to utilize remaining money in the existing agreement, approximately $1,259,000, to pay 100 percent of eligible expenses to fund any additional design work and revalidate the environmental documents for the Dillon Road Bridge at Whitewater Channel.

DISCUSSION/ANALYSIS:

In November of 2018, the Dillon Road Joint Powers Authority (JPA) was established and a Joint Exercise of Powers Agreement was entered into to help advance the Dillon Road Bridge project. The JPA empowered and authorized the City of Coachella, as the Lead Agency, to enter into contracts for the JPA and authorized the City to execute and administer professional services, update and complete the required environmental documents and complete the preliminary engineering and environmental document phase of the project.

During this time, the JPA successfully completed the preliminary engineering and environmental document phase (PA&ED); successfully resolved ownership questions related to the property and the structure; and changed state law to allow the Tribe to take the lead.

On October 2, 2024 the JPA passed Resolution DR-2023-01 to relinquish lead agency and project management rights and responsibilities from the City of Coachella and transfer those rights and responsibilities to the Twenty-Nine Palms Band of Mission Indians. Due to these recent changes, City staff requested an amendment to the reimbursement agreement between CVAG and the City to cover the costs incurred to complete the PA&ED phase to close out the project.

On December 2, 2024 CVAG's Executive Committee authorized Amendment #3 to the 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. With this agreement, the final costs for the project will be reimbursed and the PA&ED phase of the project will be completed. The Twenty-Nine Palms Band of Mission Indians will continue to move the project forward to complete the PS&E and Construction phases.

FISCAL IMPACT:

No fiscal impact to FY 24/25 CIP Budget. Amendment #3 will increase CVAG's commitment by $27,905.87 with a 100% match to cover all remaining costs.

ATTACHMENTS:

1. 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.

AMENDMENT NUMBER THREE
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

This **AMENDMENT NUMBER THREE** is made and entered into this **2nd day of December 2024**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency **(CVAG)**, and **City of Coachella (City)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated **October 5, 2007**.

1. **This Amendment Number Three authorizes the additional scope of services in accordance with the attached City of Coachella letter dated October 16, 2024 for the not-to-exceed amount of $27,905.87. The total amount payable shall not exceed $3,177,144.62.**

Original Agreement	October 5, 2007	$3,000,000.00
Amendment Number One	March 13, 2009	$149,238.75
Amendment Number Two	June 27, 2016	No Cost
Amendment Number Three	December 2, 2024	$27,905.87
Total Agreement Not-to-Exceed		**$3,177,144.62**

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

The parties hereto have caused this **Amendment Number Three** to be executed by their duly authorized representatives on the above-reference date.

ATTEST

By: _____
Carlos Campos, City Attorney

CITY OF COACHELLA

By: _____
Gabriel Martin, City Manager

ATTEST

By: _____
Tom Kirk, CVAG Executive Director

COACHELLA ASSOCIATION OF GOVERNMENTS

By: _____
Ted Weill, Chair

Attachment A-1
October 16, 2024 Letter from City of Coachella

See following pages.

CITY OF COACHELLA
53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236
PHONE (760) 398-3502 • WWW.COACHELLA.ORG

October 16, 2024

Jonathan Hoy
Director of Transportation
Coachella Valley Association of Governments
74199 El Paseo, Suite 100
Palm Desert, CA 92260

Subject: Request for an Amended Agency Reimbursement Agreement between CVAG and the City of Coachella for the Improvement of Dillon Road at the Whitewater Channel

Dear Mr. Hoy:

The City of Coachella would like to respectfully request that the Coachella Valley Association of Governments (CVAG) prepare an Amendment #3 to the existing Reimbursement Agreement between CVAG and the City of Coachella to improve Dillon Road at the Whitewater Bridge. The existing reimbursable agreement was first executed in October of 2007 for a total commitment of $3,000,000 and Amended in March of 2009 and June, 2016, to add an additional $149,238.75 for a total project commitment of $3,149,238.75. At this time, the City has completed 100% of the required environmental work, including CEQA and NEPA Certification and the City has successfully secured HBP funding from the State for the completion of the PS&E and construction phases. The City has also successfully resolved complicated right-of-way and construction management issues so that the project may proceed forward with clear right of way and project management responsibilities. At This time, it has been resolved that the bridge structure and all land underlying the bridge are owned by the Twenty Nine Palms Tribe of Mission Indians (Tribe). As such, the Tribe intends to work diligently as a lead agency to advance the PS&E and construction phases of the project moving forward by utilizing the available HBP grant funds that has been secured for the project.

Due to the schedule delays associated with the final Caltrans approval and right-of-way confirmation, the City experienced additional costs to close out this Phase. The City requests CVAG's consideration to fund 100% of the total final costs of the project. This Amendment Number Three will increase the total CVAG share by a total of $27,905.87, resulting in a revised total amount for the project of $3,177,144.62, as detailed in the table below.

Previously obligated authorized funds (100%)	$3,000,000.00
Obligated under Amendment Number One/two (100%)	$149,238.75
Proposed for Amendment Number Three (100%)	$27,905.87
Revised Total Amount for this Project	**$3,177,144.62**

The City has previously billed $154,162.19 in Reimbursement requests #7 and #8. CVAG indicated to the City that we had exceeded the total allowable reimbursable agreement by the amount of $27,905.87 and reimbursed the City a partial payment. The City respectfully requests that amendment #3 be approved such that the total allowable reimbursable amount for this project is increased as described herein.

For questions regarding this request, you may contact Andrew Simmons, at (760) 398-5744 or email at asimmons@coachella.org

Sincerely,

Andrew Simmons, P.E.
City Engineer

Attachments:

1. Reimbursement Request #7
2. Reimbursement #7 Deposit Receipt

City of Coachella
Engineering Department
53990 Enterprise, Coachella, CA 92236
760-398-5744

March 20, 2023

Jonathan Hoy
Director of Transportation
CVAG
74-199 El Paseo, Ste 100
Palm Desert, CA 92260

Dear Mr. Hoy,

In accordance with the September 24, 2007 original agency agreement, January 26, 2009 First Amendment, and June 27, 2016 Second Amendment between the Coachella Valley Association of Government (CVAG), the City of Coachella for the Dillon Road Bridge Interstate I-10 Interchange & SR 86 Interchange Project, the City of Coachella respectfully requests CVAG to provide reimbursement in the amount of $154,162.19 as the 7th Reimbursement to the City of Coachella Invoice 2023-016.

PSA / Contract Name	Invoice Number	Amount	Check Number
Angenious Engineering	19-03-027	$23,334.43	332
Angenious Engineering	19-03-028	$15,914.78	387
Angenious Engineering	19-03-029	$9,754.17	436
Angenious Engineering	19-03-030	$21,287.31	466
Angenious Engineering	19-03-031	$36,994.52	524
Angenious Engineering	19-03-032	$18,768.75	542
Angenious Engineering	19-03-033	$11,337.40	579
Angenious Engineering	19-03-034	$9,460.83	623
Angenious Engineering	19-03-035	$1,155.00	670
Angenious Engineering	19-03-036	$1,155.00	702
CVWD	Deposit	$5,000.00	112763
	TOTAL	$154,162.19	
	CVAG 100%	**$154,162.19**	

Please do not hesitate to contact me at (760) 398-5744 or at asimmons@coachella.org for any additional information.

Sincerely,

Andrew Simmons, P.E., City Engineer

Previous Day Composite Report

Custom

As of 04/14/2023

Company: CITY OF COACHELLA
User: Lourdes Marron

04/17/2023 11:17 AM ET

Commercial Electronic Office® — **Treasury Information Reporting**

Currency: USD
Bank: 121042882
Account: 7100772636(CA)

WELLS FARGO BANK, N.A.
General Account

Balances

Closing Ledger Balance	Payer: CVAG	9,559,372.93
Closing Collected Balance		9,549,408.93
Opening Available Balance	Desc: ST-109 -CVAG	9,556,813.93
One Day Float		7,405.00
Two+ Day Float	Acct# R- 152-12-344-10-337-271	2,559.00
MTD Average Closing Ledger Balance		10,404,821.37
MTD Average Closing Collected Balance	Amt: $126,256.32	10,391,401.43
Total Credits		598,689.09
Total Debits		1,548,992.12
Total Number Credits		16
Total Number Debits		17

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	1	126,256.32
Credit Totals	**1**	**126,256.32**

Credit Transactions

4/14/2023	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091005472193153 COACHELLA VALLEY AP04.13.23 WW	COACHELLA	**Credit Amount:** **Bank Ref:** IA000015320202 INV ST-109-2023-016 DILLON RD/I-10/SR86S	126,256.32
	Account Net Amount			**126,256.32**

Grand Total For Currency: USD

Balances

Closing Ledger Balance	9,559,372.93
Closing Collected Balance	9,549,408.93
Opening Available Balance	9,556,813.93
One Day Float	7,405.00
Two+ Day Float	2,559.00
MTD Average Closing Ledger Balance	10,404,821.37
MTD Average Closing Collected Balance	10,391,401.43
Total Credits	598,689.09
Total Debits	1,548,992.12
Total Number Credits	16
Total Number Debits	17

— END OF REPORT —

53990 Enterprise Way
Coachella, CA 92236
Phone 760-398-2702

DATE: March 15, 2023
INVOICE#: 2023-016
DUE DATE: March 30, 2023

Bill To:
CVAG

Contract No:
Coachella Project No: ST-109

DESCRIPTION	AMOUNT
Reimbursement requested per agreement for the following:	
Dillon Road Bridge Interstate 10 Interchange & SR 86 Interchange	$154,162.19
04-14-23 ACH received in the amount of **$126,256.32**	
Total	**$154,162.19**

April 17, 2023

Signature _____ Title _____ Date _____

Please remit payment to:

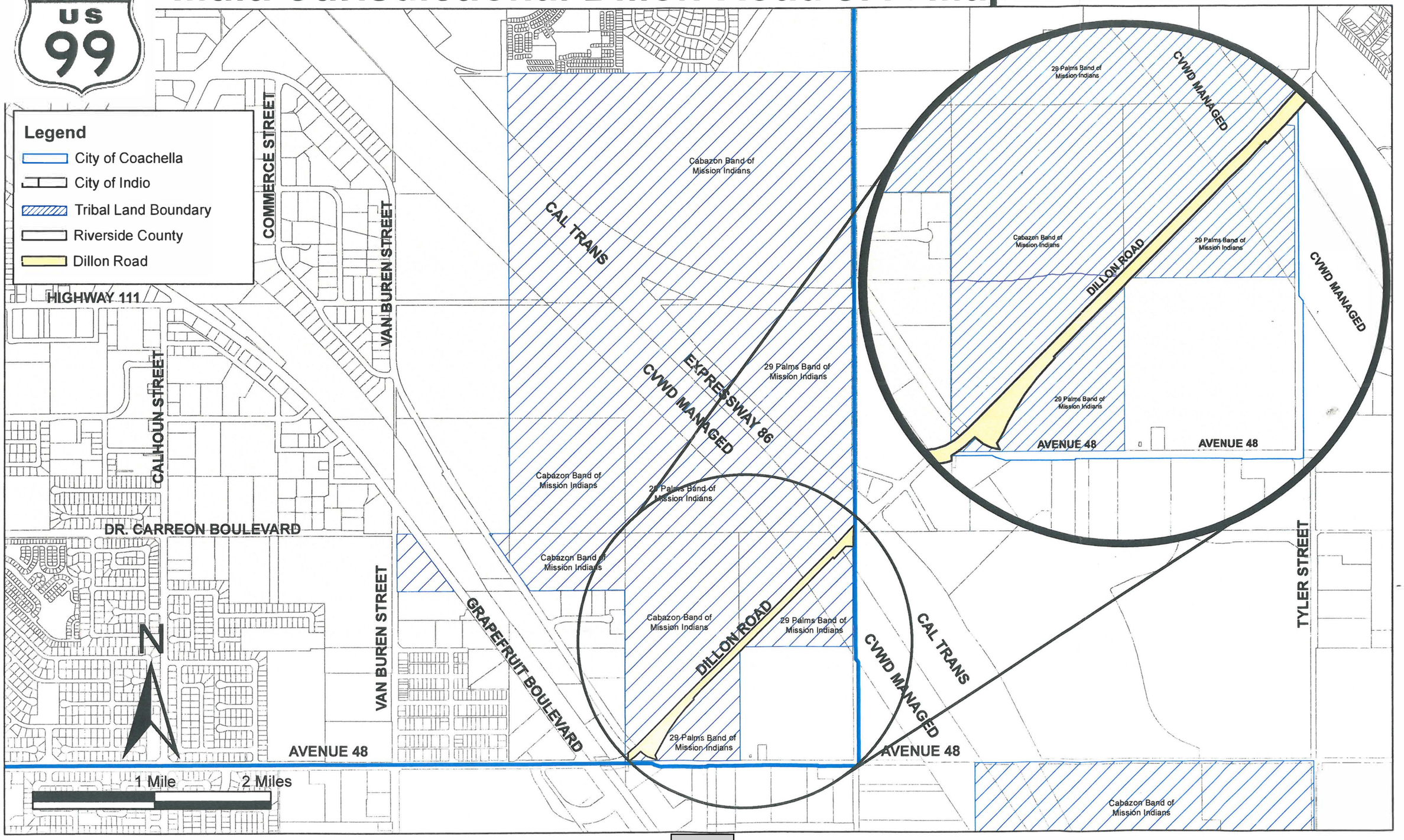
City of Coachella, 53-990 Enterprise Way, Coachella CA 92236, Attention: Finance Department

For Office Use Only:

Deposit coding:

R
R $ -

Multi-Jurisdictional Dillon Road JPA Map



Chapter 17.11 R-R (RURAL RANCHO) ZONE

17.11.010 Intent and purpose.

This zone accommodates low intensity residential development within a preserved rural landscape which is intended to serve as a buffer between Agriculture and any of the urban uses or as the edge of the urbanized City. It is intended to provide for the establishment of residential areas which are to be developed at low density and with reasonable and adequate limitations, safeguards, and controls for the keeping and maintenance of horses in those areas of the city where noncommercial equestrian activities may be an integral part of the neighborhood amenities. This zone implements the Rural Rancho land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.11.020 Permitted uses.

The following uses are permitted in the R-R (Rural Rancho) zone subject to all provisions of this chapter:

A. Primary Uses.

1. Dwellings, single-family detached. No more than one such dwelling shall be permitted on one lot regardless of the size of the lot.
2. The growing of field crops, trees, vegetables, fruits, berries, flowers, and nursery stock, including wholesaling of crops produced upon the premises.
3. Animal raising, noncommercial, small animals, such as, poultry, birds, fish, fowl, rabbits, chinchillas, mice, frogs, earthworms, bees, and others of similar nature, form, and size, including hatching and fattening, and involving eggs or similar products derived therefrom.
4. Public and private parks.
5. Public Utility Facilities (City-initiated).

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use:

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages or carports, garden greenhouses, recreation rooms, pool bathhouses, or private stables and swimming pools.
3. Storage of tools, supplies, equipment, and petroleum products intended for use on the premises, but not for resale.
4. Housing and storage (including corrals, coops, pens, etc.) for animals and for crop products produced on the premises.
5. Keeping of horses with the following specifications:
   a. Minimum Lot Area. Twenty thousand (20,000) square feet.
   b. Minimum Lot Area Per Horse. Five thousand (5,000) square feet.

c. No stable, shelter or corral shall be located within thirty-five (35) feet of any dwelling or other building used for human habitation.

d. Horses are kept or maintained for the private use of the family residing on the premises, except that a maximum of two horses owned by residents in the neighborhood may be boarded.

6. Pens and other shelter for domestic, noncommercial animals and pets. Such shelter shall not be nearer than thirty-five (35) feet from any building used for human habitation.

7. Parking facilities, including cars, trucks, and vehicles owned by persons residing on the premises.

8. Permitted Signs. Only the following signs shall be permitted:

a. One unlighted identification sign not to exceed twelve (12) square feet in area.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed twelve (12) square feet in area. Such signs shall be located at least ten (10) feet from any property line.

9. Home occupations, subject to the provisions of Section 17.58.010.

10. Public Utility Facilities (City-Initiated)

C. Conditional Uses. The following may be permitted in the R-R (Rural Rancho) zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Animal Raising, Commercial. Small animals, such as, poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form, and size, including hatching and fattening, and involving eggs or similar products derived therefrom.

2. Borrow pits, gravel pits, and other recovery of natural mineral resources.

3. Campgrounds, private, containing picnic areas, overnight camping facilities and temporary parking for travel trailers and camper trucks.

4. Cemeteries, crematories, columbariums, and mausoleums.

5. Clubs and lodges, private, nonprofit when site fronting on an arterial street.

6. Dairy farms.

7. Equestrian establishments, provided that in no case shall permanent maintenance or stabling of horses, storage of feed, riding arenas, or storage or maintenance of equipment be permitted within three hundred (300) feet of the boundary of any residential zone except for A-R (Agricultural Reserve) zone.

8. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle.

9. Farm labor camps.

10. Fruit and vegetable packing houses.

11. Golf courses (public and private).

12. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.

13. Kennels.

14. Mobilehomes.

15. One temporary stand of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the Planning Commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the Planning Commission.

16. Swimming, polo, and country clubs.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.11.030 Property development standards.

The following standards of development shall apply in the R-R (Rural Rancho) Zone:

A. Residential Density.

1. Minimum Density. 0.4 dwelling units/acre.

2. Maximum Density. One dwelling unit/acre.

B. Lot Requirements.

1. Minimum Lot Size. One acre.

2. Minimum Lot Width. One hundred twenty (120) feet.

3. Minimum Lot Depth. One hundred twenty (120) feet.

C. Yard Requirements.

1. Building Setback. A building setback of not less than sixty (60) feet from the center line of any street, public or private, or not less than twenty (20) feet from the established street line of any street shall be maintained.

2. Side Yard. Each lot shall have side yards of at least twenty (20) feet in width.

3. Rear Yard. Each lot shall have a rear yard of at least twenty-five (25) feet.

4. Animals. Housing for animals (including corrals, coops, pens, stables, etc.) as permitted in this zone shall not be located within thirty-five (35) feet of any building or structure which is used for human habitation or assembly of persons.

5. Feed and Crop Storage. Feed and crop products shall not be stored within:

a. Fifty (50) feet of any front lot line.

b. Twenty (20) feet of any residential lot line.

D. Height Limits.

1. The maximum height of the primary structure shall be two-and-one-half stories or thirty-five (35) feet, whichever is less.

2. The maximum height of accessory buildings or structures shall be seventeen (17) feet except that the maximum height of accessory buildings or structures incidental to agricultural pursuits as permitted in Section 17.10.020 shall be equal to one-half the distance of such building or structure from any property line.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

E. Off-Street Parking. Off-street parking shall be provided for, subject to the requirements of Section 17.54.010 of this chapter.

F. The minimum perimeter landscape setback shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage.

GF. Architectural Review. All development in the R-R, (Rural Rancho) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

1. Single-family dwellings (one only per parcel) in the R-R (Rural Rancho) zone are subject to the architectural review process as set forth in Section 17.72.010 of this chapter. Approval of such applications shall be made only after review by the planning division and concurrence by the director therefor.

2. All mobilehomes subject to this review process shall be certified under the National Mobilehome Construction and Safety Act of 1974; and permanent foundations shall be approved by the Building Official; and roof material, roof overhang and exterior finish materials shall be the same as typically used on conventional single-family structures.

3. All mobilehomes shall be compatible with surrounding development.

4. All mobilehomes subject to the same development standards that apply to a conventional single-family dwelling.

5. All mobilehomes shall be allowed to be placed upon any lot of record.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.13 S-N SUBURBAN NEIGHBORHOOD ZONE

17.13.010 Intent and purpose.

This zone is intended to provide areas within the city where development is limited to low-density concentrations of single-family dwellings, and to stabilize and protect the residential character of such areas. It has the further purpose of the provision of community facilities needed to complement urban residential areas and for institutions which require a residential environment and to minimize traffic congestion and to avoid an overload of utilities designed to service only low-density residential uses. The provisions of this zone are intended to encourage a suitable environment for family life through the regulation of densities of development, yards, fencing, heights, and similar aspects of development. This zone implements the Suburban Neighborhood land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.13.020 Permitted uses.

The following uses are permitted in the S-N (Suburban Neighborhood) zone subject to all provisions of this chapter:

A. Primary Uses.

1. Single-family detached dwelling. No more than one principal dwelling unit shall be located on each lot.
2. Family daycare homes.
3. Public parks and playgrounds.
4. Temporary subdivision sales offices.
5. The keeping of household pets so long as the number thereof does not exceed four dogs or cats, or a combination thereof, over four months of age, and other household pets that shall not be a public nuisance due to odors, noise, or public health considerations.
7. Such other similar uses as are approved by the Planning Commission.
8. Public Utility Facilities (City-initiated).
9. Community gardens (subject to site plan review).
10. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The uses listed below are allowed as incidental uses to an existing permitted or conditional use on the site.

1. Utility and recreational uses including garages, carports, pool cabana, storage shed, laundry room, electrical equipment room, shade structure, and similar uses subject to the provisions of Chapter 17.60.
2. Swimming pools and related equipment, outdoor kitchen countertops and gas-fired pits/barbeque grills, subject to the provisions of Chapter 17.60.
3. Court games and outdoor play courts with lighting up to ten (10) feet in height.

4. Greenhouses, date orchards, and other fruit and vegetable gardens for private use.
5. Home occupations, and cottage food operations, subject to the provisions of Section 17.58.010.
6. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).

C. Conditional Uses. The following uses are permitted in the S-N (Suburban Neighborhood) zone subject to the acquisition of a conditional use permit in accordance with the provisions of Section 17.74.010:

1. Apiaries (bee farming).
2. Commercial radio and television towers.
3. Fire stations, police stations.
4. Libraries, museums.
5. Community centers.
6. Parking lots.
7. Private lighted or unlighted tennis courts and other similar uses, except for not to include swimming pools and spas.
8. Public and quasi-public uses of an educational or religious type, including public and parochial elementary schools, junior high schools, high schools and colleges, commercial child daycare and pre-school facilities, churches, parsonages, and other religious institutions.
9. Public and private golf courses.
10. Public utility distribution substations and public service facilities.
11. Single-family detached residential subdivisions using flexible standards of the planned development overlay zone in Chapter 17.38.
12. Special Event Establishments on a parcel two acres or greater.

D. Prohibited Uses. The following uses are expressly prohibited in the S-N (Suburban Neighborhood) district:

1. Outdoor advertising displays and billboards.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.13.030 Property development standards.

The following standards of development shall apply in the S-N (Suburban Neighborhood) zone:

A. Residential Density.

1. Minimum Density. Two dwelling units/acre.
2. Maximum Density. Eight dwelling units/acre.

B. Lot Area Requirements. The minimum lot area for any new lot created in the S-N (Suburban Neighborhood) zone shall be as follows:

1. Interior Lots. Five thousand four hundred (5,400) square feet; however, the average lot size for any subdivision shall be a minimum of five thousand (5,000) square feet.
2. Corner Lots. Six thousand (6,000) square feet.

3. Minimum lot width shall be fifty (50) feet; corner lots shall be sixty (60) feet minimum. Knuckle or cul-de-sac lots shall be forty (40) feet, provided the average width is fifty (50) feet.

4. Minimum lot depth shall be eighty (80) feet.

C. Yard Requirements.

1. Minimum side yards shall be five feet and maintained free and clear of obstructions from ground or wall-mounted equipment.

2. Minimum street side yard shall be ten (10) feet.

3. Minimum front yard shall be fifteen (15) feet for the habitable portion of the residence, and twenty (20) feet for front-loading garages. Side-loaded garages shall be a minimum of twelve (12) feet from the front property line. The percentage of side-loaded garages shall not exceed fifty (50) percent within any block face.

4. Minimum rear yard shall be twenty (20) feet for the main residence. Accessory structures shall comply with the rear yard regulations of Section 17.60.010(F).

5. Front yard setbacks in subdivision developments may be reduced by twenty-five (25) percent provided the average of all such setbacks is not less than the minimum for the district.

D. Maximum Lot Coverage.

1. The maximum lot coverage by all buildings, main and accessory structures, shall be fifty (50) percent, except as allowed per Section 17.60.010.H. (Accessory Dwelling Units).

E. Height Limits.

1. Building height for the primary structure shall not exceed thirty-five (35) feet; not to exceed three stories.

2. Building height for accessory structures shall not exceed seventeen (17) feet; not to exceed one story.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

F. Off-Street Parking.

1. Off-street parking spaces shall be provided and continuously maintained (free of storage or other obstructions) in accordance with the requirements set forth in Section 17.56.010.

2. All new single-family homes shall provide a two-car garage with a minimum clear dimension of twenty (20) feet by twenty (20) feet. An approved two-car carport in the rear yard may satisfy the minimum parking requirements for an existing single-family dwelling and would qualify the home for a garage conversion into habitable space, provided the driveway and drive approach serving the garage are completely removed and replaced with front yard landscaping.

G. Additional Regulations and Standards.

1. Architectural review by the Planning Commission is required for development projects involving the construction of more than three dwelling units. The Planning Commission shall make a decision pursuant to Chapter 17.72 after conducting a public hearing. An administrative architectural review is required by the planning director for up to ~~two~~ three units concurrent with building plan check.

2. Covered Parking. All new single-family homes shall provide a two-car garage with a minimum clear dimension of twenty (20) feet by twenty (20) feet. An approved two-car carport in the rear

yard may satisfy the minimum parking requirements for an existing single-family dwelling and would qualify the home for a garage conversion into habitable space, provided the driveway and drive approach serving the garage are completely removed and replaced with front yard landscaping.

3. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading.

4. Perimeter Landscape setback. The minimum perimeter landscape setback for residential projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 feet for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings. California native species shall be incorporated in at least 40 percent of required landscape areas.

5. Perimeter Rear-facing Building Variation. Residential dwellings with rear elevations facing perimeter streets exceeding 1 story, shall include two of the four options for building variation: vertical modulation demonstrated by two façade heights varying by 5 feet (minimum), built-in patio or balcony, chimney structure, or building horizontal modulation with a minimum 15 percent façade recess or projection by a minimum of 4 feet.

6. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be installed along Avenue 50, Avenue 52, Van Buren Street, Avenue 53, and Avenue 54 South of Avenue 50.

7. Circulation. Residential projects with new proposed streets shall incorporate a circulation design to minimize traffic speed and reduce the need for speed bumps.

8~~3~~. Landscaping in the front yard and within the public right-of-way abutting a site shall include the following.

a. A minimum of one twenty-four-inch box shade tree and one fifteen-gallon shade tree.

b. A minimum of twenty (20) shrubs, espaliers, and succulent plants. Landscaping shall include vertical shrubs to adequately screen the sides of utility boxes or cables boxes without obstructing access to the utility boxes.

c. Ground cover in the form of decomposed granite for yard or planter areas less than ten (10) feet in width, and three-fourths-inch pea gravel or larger gravel for planter or yard areas larger than ten (10) feet in width.

d. The use of sod shall be limited to no more than twenty (20) percent of the total front yard area. The remainder of the yard shall be landscaped utilizing a variety of drought tolerant plant materials including shrubs, espaliers, and succulents.

e. The front yard area between the front building line of the home and the street line shall not be paved more than sixty (60) percent of the total front yard area. Those areas that are not paved shall be landscaped in accordance with this section.

f. A minimum thirty-inch landscaped planter is required along the interior property line abutting a residential driveway serving an attached garage, unless the side yard serves as an approved driveway, pursuant to Section 17.54.010(H).

g. A permanent underground irrigation system shall be installed for the front yard and public right-of-way areas of the site.

h. All trees, plants and groundcovers located in the front yard and in the adjacent public right-of-way shall be maintained by the land owner/occupier as needed to avoid overgrowth and shall be adequately irrigated to avoid loss of plants. Dead plants shall be re-planted as needed with new plantings to provide a well-maintained front yard appearance.

94. Refer to Section 16.32.170 of the Coachella Municipal Code for proposed changes in product sizes within single-family residential tracts in which a previously approved product was constructed.

H. Fencing. All developments in the S-N (Suburban Neighborhood) zone shall have fencing as follows:

1. A six-foot high fence on all rear property lines and interior side lot lines. Fences shall be solid and substantially built. Openings in such fences shall be protected by doors which are normally kept closed.

a. All wood fences shall be provided with a two-inch by four-inch plate, top and bottom, and shall be well braced.

b. The fence material shall be a minimum of three-fourths inch boards and shall be vertical in alignment and without interruption.

2. In subdivisions of five or more units, fencing on all rear property lines and those side yard lot lines of those units denoting the boundaries of the subdivisions shall be of solid masonry construction. Such walls shall be finished with caps of appropriate size. Opening for pedestrian and bicycle connections shall be provided at no less than 250-foot intervals to improve connectivity with the surrounding neighborhood.

3. Front and street side yard fencing shall conform to Section 17.60.010(D)(3) of this code.

4. If a fence exists at the required location, the requirement may be waived. Waiver may be granted if the chief building official, with the concurrence of the director of community development, finds that the existing fence is of sound construction with an expected life of at least ten (10) years.

I. All new single-family residential development shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.14 G-N GENERAL NEIGHBORHOOD ZONE

17.14.010 Intent and purpose.

This zone is intended to provide for the establishment and expansion of detached and attached single-family and multiple-family residential development areas at various medium and high population densities and related open space and community services, all located in conformance with the general plan. This zone implements the General Neighborhood land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.14.020 Permitted uses.

The following uses are permitted in the G-N (General Neighborhood) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Single-family and duplex dwellings:

   a. Detached single-family dwellings shall conform to the standards as set forth in the S-N (Suburban Neighborhood) zone (Chapter 17.16) and Chapter 17.19 (Supplemental Standards for Single-Family Residential).

   b. Duplex dwellings, attached or detached.

   c. Attached single-family such as rowhouses.

   d. Small lot single-family subdivisions.

2. Triplex or Fourplex.

3. Multi-family dwellings (five plus units).

4. Existing single-family residential uses built before the date of this adoption.

5. Public Utility Facilities (City-initiated).

6. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory structures, non-habitable, including private garages, carports, garden greenhouses, recreation rooms or pool bathhouses and swimming pools.

2. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).

3. Permitted Signs. Only the following signs shall be permitted:

   a. One unlighted identification sign of a maximum of twenty (20) square feet in area, placed on the wall of the building, containing only the name and address of the building.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed ten (10) square feet in area.

C. Conditional Uses. The following uses are permitted in the G-N (General Neighborhood) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. All conditional uses listed in Section 17.16.020(C) of the S-N (Suburban Neighborhood) zone.
2. Boarding and lodging houses.
3. Child nurseries, day care centers.
4. Hospitals, convalescent homes, rest homes, and sanitaria, excepting animal hospitals; subject to the following:
   a. Minimum lot size shall be five acres.
   b. All buildings shall be at least fifty (50) feet removed from any lot lines.
5. Professional offices and uses accessory thereto, including medical and dental laboratories; subject to the following:
   a. Minimum lot size shall be twenty thousand (20,000) square feet.
   b. Access on arterial or collector.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.14.030 Property development standards.

The following standards of development shall apply in the G-N (General Neighborhood) zone:

A. Residential Density.

1. Minimum Density. Seven dwelling units/acre.
2. Maximum Density. 25 dwelling units/acre.

B. Lot Area Requirements.

1. Single-family detached residential subdivisions shall have a minimum lot size of four thousand (4,000) square feet. The minimum lot width and depth for an interior lot shall be forty (40) feet and seventy-five (75) feet respectively. The minimum lot width for a corner lot shall be forty-five (45) feet.
2. Single-family attached residential subdivisions shall have a minimum lot size of two thousand five hundred (2,500) square feet. The minimum lot width and depth for an interior lot shall be thirty (30) feet and fifty (50) feet respectively. The minimum lot width for a corner lot shall be thirty-five (35) feet.
3. Multiple-family residential developments of five or more dwelling units shall have a minimum site area of ten thousand (10,000) square feet. The minimum lot width and depth for an interior lot shall be sixty (60) feet and one hundred (100) feet respectively. The minimum lot width for a corner lot shall be seventy (70) feet.

C. Yard Requirements.

1. Front Yard. Each lot or building site shall have a front yard of at least fifteen (15) feet in depth for single-family residential development and ten (10) feet for multifamily housing types.

2. Side Yard. Each lot or building site shall have a minimum side yard as follows:

    a. Interior and Corner Lots. Ten (10) percent of the lot width, but not less than five feet, and need not be greater than ten (10) feet, except as specified below.

    b. Street Side of Corner Lots. Ten (10) feet.

3. Rear Yard. Each lot or building site shall have a minimum rear yard of twenty (20) feet.

D. Height Limits.

1. The maximum height of all buildings shall be three stories, or forty-five (45) feet, whichever is less.

2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

E. Usable Open Space.

1. Single-family detached and attached residential subdivisions shall provide a minimum of two hundred fifty (250) square feet per unit.

2. Multifamily developments shall provide a minimum of two hundred fifty (250) square feet total per unit, minimum one hundred fifty (150) square feet of private open space required for ground-level units and eighty (80) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area per Section E.3 below.

3. Usable Open Space Standards:

    a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

    b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

        i. No more than forty (40) percent of the required front yard may be so used.

        ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

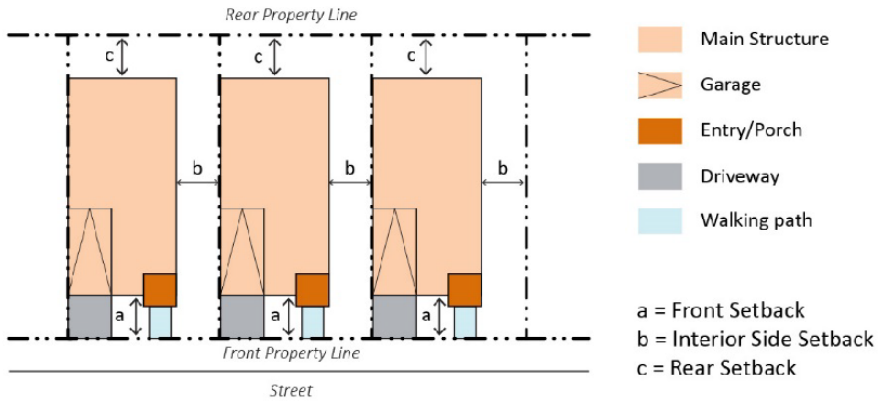
        iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

        iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

F. Off-Street Parking. Off-street parking shall be provided for each dwelling unit subject to the requirements of Section 17.54.010 of this title.

G. Zero Lot Line Option. If new zero lot line single-family residential developments are proposed, these standards shall apply:

1. The total setback may be aggregated on one side of the dwelling unit, with no setback required on the opposite side. The minimum setback on one side of the dwelling shall be ten (10) feet. See diagram below:



2. All or part of the setback requirements of interior yards along property lines adjoining other private lots may be waived with the written approval of the City and the property owner of the lot adjoining the yard which is being encroached upon. This written agreement shall take the form of a zero-lot line agreement which shall be recorded on the chain of title of both properties involved. The zero-lot line agreement shall describe in detail the extent of said waiver. Zero lot line agreements shall be executed between private property owners only. Swimming pools are not eligible for zero lot line agreements.

3. Approval of a zero-lot line agreement shall be subject to the following requirements:

   a. All building and fire code requirements related to construction shall be met.

   b. Approval regarding the provision of adequate access shall be obtained by the Fire Department.

   c. Where the setback is reduced to less than three feet, a maintenance access easement of five feet in width shall be provided on the adjoining property.

H. All new single-family residential development shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

I. All new multi-family residential development shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

J. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading.

K. Perimeter Landscape setback. The minimum perimeter landscape setback for residential projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 feet for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings. California native species shall be incorporated in at least 40 percent of required landscape areas.

L. Perimeter Rear-facing Building Variation (Single-family dwellings). Residential dwellings with rear elevations facing perimeter streets exceeding 1 story, shall include two of the four options for building variation: vertical modulation demonstrated by two façade heights varying by 5 feet (minimum), built-in patio or balcony, chimney structure, or building horizontal modulation with a minimum 15 percent façade recess or projection by a minimum of 4 feet.

L. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be incorporated with new development along Avenue 50, Avenue 52, Van Buren Street and Calhoun Street South of Avenue 50.

G. Distance Between Buildings. No requirements

L. Circulation. Residential projects with new proposed streets shall incorporate a circulation design to minimize traffic speed and reduce the need for speed bumps.

LJ. Architectural Review. All development in the G-N (General Neighborhood) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.15 U-N URBAN NEIGHBORHOOD ZONE

17.15.010 Intent and purpose.

This zone is intended to provide for the establishment of high-intensity, walkable, transit-ready neighborhoods with a variety of types of housing—predominantly multi-family of various types. These compact neighborhoods are located within easy walking distance of parks, schools, shops, transit, and employment. This zone implements the Urban Neighborhood land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.15.020 Permitted uses.

The following uses are permitted in the U-N (Urban Neighborhood) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Multi-family dwellings (five plus units).
2. Attached single-family dwellings such as rowhouses.
3. Small lot single-family subdivisions.
4. Duplex, Triplex or Fourplex.
5. Neighborhood retail uses under ten thousand (10,000) square feet, along Major Arterials, Major Arterials with Enhanced Bicycle Facilities, Primary Arterials, and Primary Arterials with Enhanced Bicycle Facilities, per Chapter 17.24 (C-N Neighborhood Commercial Zone).
6. Restaurants along Major Arterials, Major Arterials with Enhanced Bicycle Facilities, Primary Arterials, and Primary Arterials with Enhanced Bicycle Facilities, per Chapter 17.24 (C-N Neighborhood Commercial Zone).
7. Child nurseries, day care centers.
8. Public Utility Facilities (City-initiated).
9. Existing single-family residential uses built before the date of this adoption.
10. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages, carports, garden greenhouses, recreation rooms or pool bathhouses and swimming pools.
3. Permitted Signs. Only the following signs shall be permitted:
    a. One unlighted identification sign of a maximum of twenty (20) square feet in area, placed on the wall of the building, containing only the name and address of the building.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed ten (10) square feet in area.

C. Conditional Uses. The following uses are permitted in the U-N (Urban Neighborhood) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. All conditional uses listed in Section 17.13.020(C) of the S-N (Suburban Neighborhood) zone.
2. Boarding and lodging houses.
3. Child nurseries, day care centers.
4. Hotels.
5. Medical Offices.

D. Prohibited Uses. The following uses are prohibited in the U-N (Urban Neighborhood) zone:

1. Mobilehomes.
2. Motels.
3. Outdoor advertising and billboards.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.15.030 Property development standards.

The following standards of development shall apply in the U-N (Urban Neighborhood) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Twenty (20) dwelling units/acre.
2. Maximum Density. Thirty-eight (38) dwelling units/acre.
3. Maximum non-residential FAR. 0.5, where allowed.

B. Lot Area Requirements.

1. Single-family attached residential subdivisions shall have a minimum lot size of one thousand eight hundred (1,800) square feet. The minimum lot width and depth for an interior lot shall be twenty-five (25) feet and forty-five (45) feet respectively. The minimum lot width for a corner lot shall be thirty (30) feet.
2. Multiple-family residential developments of five or more dwelling units shall have a minimum site area of ten thousand (10,000) square feet.
3. Developments with stand-alone commercial uses or mixed uses shall have a minimum site area of twenty thousand (20,000) square feet.

C. Yard Requirements.

1. Front Yard. Each lot or building site shall have a front yard of at least ten (10) feet in depth.
2. Side Yard. Each lot or building site shall have a minimum side yard as follows:
   a. Interior and Corner Lots. Ten (10) percent of the lot width, but not less than five feet, and need not be greater than ten (10) feet, except as specified below.
   b. Street Side of Corner Lots. Ten (10) feet.
3. Rear Yard. Each lot or building site shall have a minimum rear yard of fifteen (15) feet.

D. Height Limits.

1. The maximum height of all buildings shall be four stories, fifty (50) feet, whichever is less.

2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

E. Usable Open Space.

1. Single-family detached and attached residential subdivisions shall provide a minimum of two hundred (200) square feet per unit.

2. Multifamily developments shall provide a minimum of two hundred (200) square feet total per unit, minimum one hundred twenty (120) square feet of private open space required for ground-level units and sixty (60) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area.

3. Usable Open Space Standards:

a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

i. No more than forty (40) percent of the required front yard may be so used.

ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

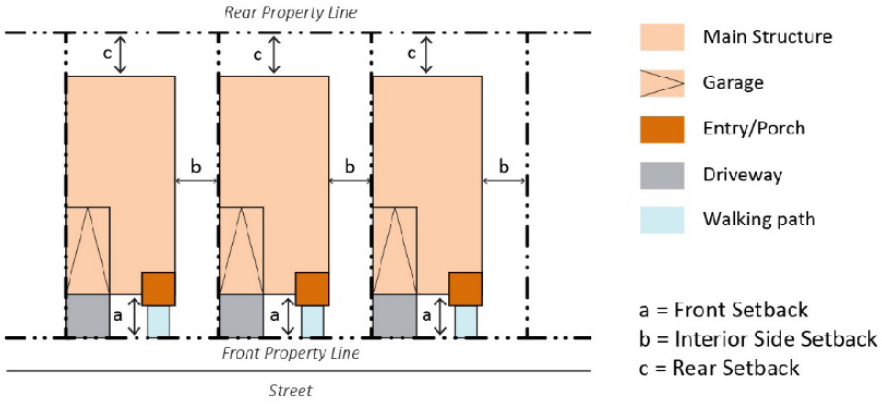
iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

F. Off-Street Parking. Off-street parking shall be provided for each dwelling unit or commercial use subject to the requirements of Section 17.54.010 of this title.

G. Zero Lot Line Option. If new zero lot line single-family residential developments are proposed, these standards shall apply:

1. The total setback may be aggregated on one side of the dwelling unit, with no setback required on the opposite side. The minimum setback on one side of the dwelling shall be ten (10) feet. See diagram below:



2. All or part of the setback requirements of interior yards along property lines adjoining other private lots may be waived with the written approval of the City and the property owner of the lot adjoining the yard which is being encroached upon. This written agreement shall take the form of a zero-lot line agreement which shall be recorded on the chain of title of both properties involved. The zero-lot line agreement shall describe in detail the extent of said waiver. Zero lot line agreements shall be executed between private property owners only. Swimming pools are not eligible for zero lot line agreements.

3. Approval of a zero-lot line agreement shall be subject to the following requirements:

   a. All building and fire code requirements related to construction shall be met;

   b. Approval regarding the provision of adequate access shall be obtained by the Fire Department; and,

   c. Where the setback is reduced to less than three feet, a maintenance access easement of five feet in width shall be provided on the adjoining property.

H. All new single-family residential developments shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

I. All new multi-family residential developments shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

J. Architectural Review. All development in the U-N (Urban Neighborhood) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.16 U-E URBAN EMPLOYMENT ZONE[1]

[1]Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed the former Ch. 17.16, §§ 17.16.010—17.16.030, and enacted a new Ch. 17.16 as set out herein. The former Ch. 17.16 pertained to R-S Residential Single-Family Zone and derived from Prior code §§ 030.01—030.03; Ord. 909, adopted 2004; Ord. No. 1021, § 2, adopted July 28, 2010; Ord. No. 1026, § 6, adopted Jan. 12, 2011; Ord. No. 1075, §§ 3, 4, adopted June 10, 2015.

17.16.010 Intent and purpose.

This zone is intended to provide for the establishment of a range of employment uses such as office and research and development in a mixed, campus setting. The employment uses are supported by retail, service, and similar uses. Residential uses are allowed in residential-only buildings or in a mixed-use configuration with ground-floor retail. Also allowed are higher education uses (such as a college or university) designed in an urban setting. This zone implements the Urban Employment Center land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.16.020 Permitted uses.

The following uses are permitted in the U-E (Urban Employment) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Office uses of all types, including, but not limited to the following:
    a. Medical and dental offices.
    b. Administrative, business, executive and editorial.
    c. Professional offices.
    d. Financial, insurance, real estate offices, including banks and related institutions.
    e. General offices.
2. Research and Development.
3. Neighborhood retail uses per Chapter 17.24 (C-N Neighborhood Commercial Zone).
4. Restaurants per Chapter 17.24 (C-N Neighborhood Commercial Zone).
5. Artisan manufacturing/flex space.
6. Multi-family dwellings (five plus units), except that no new residential uses are permitted in the area bounded by Avenue 53, Tyler Street, Avenue 54, and Shady Lane.
7. Public Utility Facilities (city-initiated).
8. Child nurseries, day care centers.
9. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory structures, non-habitable, including arcades (shade structures), parking garages, garden greenhouses, community gardens, recreation rooms or pool bathhouses and swimming pools.
2. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units), except that no new residential uses are permitted in the area bounded by Avenue 53, Tyler Street, Avenue 54, and Shady Lane.
3. Permitted Signs. Per Chapter 17.56 (Signs).

C. Conditional Uses. The following uses are permitted in the U-E (Urban Employment) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. Bars and Cocktail lounges
2. College/University.
3. Community Gardens
4. Hotels/Motels.
5. Light Industrial uses as permitted in the M-S (Manufacturing Service) Zone, and as stand-alone uses operating indoors. Such uses in existence and permitted at the time of adoption of this code amendment shall be allowed to continue as a permitted use without obtaining a conditional use permit.
6. Microbrewery and taprooms.
7. Towing and impound uses. Such uses as standalone uses shall not exceed one percent of the U-E Zone.

D. Consistency with the Jacqueline Cochran Regional Airport Land Use Compatibility Plan.

1. If a project is located in the Jacqueline Cochran Airport Compatibility zones, densities, intensities, and prohibited uses shall be consistent with criteria in the airport land use compatibility plan for the Jacqueline Cochran Regional Airport, including applicable Countywide criteria as may exist at the time of project review.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.16.030 Property development standards.

The following standards of development shall apply in the U-E (Urban Employment) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Thirty (30) dwelling units/acre.
2. Maximum Density. Sixty-five (65) dwelling units/acre.
3. Maximum non-residential FAR. 2.0.

B. Lot Area Requirements.

1. Developments with stand-alone commercial or light industrial uses or mixed uses shall have a minimum site area of twenty thousand (20,000) square feet.
2. Stand-alone multiple-family residential developments shall have a minimum site area of ten thousand (10,000) square feet.

C. Yard Requirements.

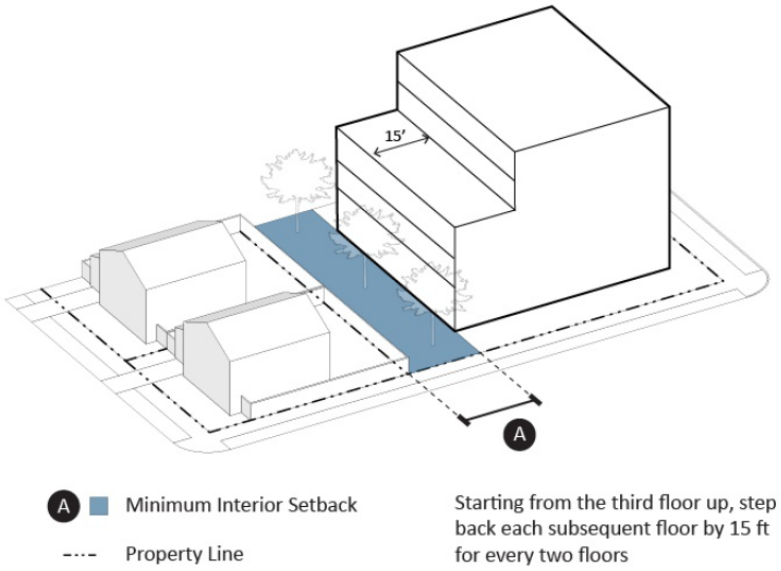
1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.
2. Side Yard. Where a parcel in the U-E (Urban Employment) zone adjoins a street or residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.

3. Rear Yard. Where a parcel in the U-E (Urban Employment) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

4. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the street right-of-way lines.

D. Height Limits.

1. The maximum height of all buildings shall be five stories, or seventy-five (75) feet, whichever is less, except that for properties adjacent to a single-family zone, starting from the third floor up, each subsequent floor shall be stepped back by fifteen (15) feet for every two floors. See diagram below:



2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less. Accessory structures exceeding fifteen (15) feet may be approved up to thirty-five (35) feet subject to Architectural Review by the Planning Commission.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units)

E. Distance Between Buildings.

1. Between two main buildings: Twenty (20) feet.

2. Between a main building and an accessory structure, or between two accessory structures: Fifteen (15) feet.

F. Usable Open Space.

1. Greater than twenty-five thousand (25,000) square feet non-residential portion of developments shall provide three percent of the gross building area as usable open space. Common open space may be utilized for employees or publicly accessible open space. If the open space is over one thousand (1,000) square feet and provided as publicly accessible, up to fifty (50) percent may count toward the required residential common open space (if in a mixed-use project).

2. Multifamily developments shall provide a minimum of one hundred fifty (150) square feet total per unit, minimum one hundred twenty (120) square feet of private open space required for ground-level units and sixty (60) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area.

3. Usable Open Space Standards:

    a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

    b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

        i. No more than forty (40) percent of the required front yard may be so used.

        ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

        iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

        iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

G. Off-Street Parking. Off-street parking shall be provided for each dwelling unit or commercial use subject to the requirements of Section 17.54.010 of this title.

H. All new multi-family residential development shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

I. Architectural Review. All development in the U-E (Urban Employment) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

J. Consistency with the Jacqueline Cochran Regional Airport Land Use Compatibility Plan.

1. If a project is located in the Jacqueline Cochran Airport Compatibility zones, densities, intensities, and prohibited uses shall be consistent with criteria in the airport land use compatibility plan for the Jacqueline Cochran Regional Airport, including applicable Countywide criteria as may exist at the time of project review.

K. Other Property Development Standards.

1. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, and certain uses permitted subject to a conditional use permit.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.24 C-N NEIGHBORHOOD COMMERCIAL ZONE

17.24.010 Intent and purpose.

This zone is intended to provide for every day convenience shopping intended to serve residential neighborhoods, consistent with the environmental requirements of such neighborhoods. Convenience shopping facilities are those which provide space for retail and service businesses serving the immediate neighborhood. This zone also provides the opportunity for multi-family housing mixed in with the neighborhood serving uses, all within convenient walking or biking distance of nearby neighborhoods. These areas provide gathering places for the residents of surrounding neighborhoods. The provisions of this zone are intended to minimize or eliminate, insofar as possible, any conflicting aspects of commercial land use within residential neighborhoods, particularly as related to traffic, type of activity, and site requirements. This zone implements the Neighborhood Center land use designation in the General Plan.

(Prior code § 040.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.24.020 Permitted uses.

The following uses are permitted in the C-N (Neighborhood Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Local retail businesses primarily intended to serve the immediate neighborhood~~, provided that no one use shall exceed ten thousand (10,000) square feet of floor area,~~ including the following:

   a. Grocery, fruit, or vegetable store; meat market.

   b. Meat, fish, or dressed poultry (no live poultry) sales.

   c. Bakery.

   d. Drugstore.

   e. Hardware store.

   f. Restaurant, café, or soda fountain, not including entertainment, dancing, sale of liquor, beer, or other alcoholic beverages.

   g. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

2. Local service businesses primarily intended to serve the immediate neighborhood, including the following:

   a. Barber or beauty shop.

   b. Child care centers.

   c. Clothes cleaning and laundry pickup stations, laundromat, coin-operated dry-cleaning establishment.

d. Offices of physicians, dentists, optometrists, chiropractors, accountants, and realtors.

e. Tailor, dressmaker.

3. Multi-tenant retail~~., up to thirty-five thousand (35,000) square feet of floor area.~~

4. Public Utility Facilities (City-initiated).

5. Existing single-family residential uses built before the date of this adoption.

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use:

1. Signs as follows, subject to all provisions of Section 17.56.010 of this title.

a. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining only to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be eighty (80) square feet.

2. Canopies, arcades, carports, or similar shading devices.

3. Other accessory buildings, structures and uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in the C-N (Neighborhood Commercial) zone, subject to obtaining a conditional use permit as specified in Section 17.74.010 of this title.

1. Those uses allowed as conditional uses by Section 17.12.020(C) of the S-N (Suburban Neighborhood) zone.

2. Multi-family residential (five plus units).

3. Ambulance services.

4. Automobile accessories and parts.

5. Automobile service stations.

6. Automotive repair garage as an accessory to automobile service station.

7. Bars and cocktail lounges.

8. Bowling, pool, or billiard centers.

9. Bus terminals, depots, and similar transit facilities.

10. Check cashing services.

11. Commercial cannabis testing laboratories, pursuant to Chapter 17.85.

12. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.

13. Car washes.

14. Commercial parking lots.

15. Commercial psychic activities.

16. Dance halls.

17. Drive-in, walk-up, or other fast-food establishments.

18. Engineering research and testing firms and laboratories.
19. Hotels, motels.
20. Laundromat/coin operated laundry so long as a full-time attendant is provided.
21. Liquor sales, subject to Section 17.74.015.
22. Lodges, fraternal organizations, and clubs.
23. Mattress manufacture.
24. Mortuaries.
25. Neighborhood recycling centers, pursuant to Chapter 17.90.
26. New and used automobile sales and mobilehome sales, located on sites with frontage on Cesar Chavez Street provided that a ten-foot landscaped setback from the planned highway right-of-way line be maintained.
27. Pawn shops.
28. Parcel or overnight delivery services.
29. Photocopying, photo processing and blueprinting.
30. Plumbing shop, provided all outside storage is completely screened.
31. Printing establishments.
32. Private lodges, clubs, meeting halls.
33. Special event establishments.
34. Swap meet, indoor.
35. Swap meet, outdoor.
36. Taproom.
37. Tattoo and body piercing parlors.
38. Thrift stores.
39. Truck, farm implement and machinery sales and rental, sale of parts.

(Prior code § 040.02)

(Ord. No. 1088, § 1, 12-14-16; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.24.030 Property development standards.

The following standards of development shall apply in the C-N (Neighborhood Commercial) zone:

A. Residential Density and Non-Residential Intensity.
   1. Minimum Density. Fifteen (15) dwelling units/acre, when residential uses are provided.
   2. Maximum Density. Forty (40) dwelling units/acre.
   3. Maximum FAR. 1.5.

B. Lot Requirements.

1. Minimum Lot Area. Five thousand (5,000) square feet.
2. Minimum Lot Width. Fifty (50) feet.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. No limit.

C. Yard Requirements.

1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.
2. Side Yard. Where a C-N (Neighborhood Commercial) zone adjoins a street or a residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining such street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.
3. Rear Yard. Where the C-N (Neighborhood Commercial) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. In the case of a building or structure for residential use, there shall be a rear yard of not less than twenty (20) feet.
4. Permitted Encroachments in Required Yard. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway right-of-way line.
5. All landscape areas shall be maintained consistent with approved landscape plans and commercial building frontage hardscape areas shall establish a weekly pressure washing schedule. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

D. Height Limit. The maximum height of any building or structure shall be three stories or fifty (50) feet, whichever is less.

E. Distance Between Buildings. Buildings not actually adjoining shall be provided with a minimum eight-foot separation.

F. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Screening. Where the C-N (Neighborhood Commercial) zone abuts upon any residential zone, there shall be provided screening not less than six feet or more than eight feet in height on the zoning boundary line. Said screening shall be reduced to forty-two (42) inches in height within a setback area adjacent to a street or highway. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

H. Landscape setback. The minimum perimeter landscape setback for residential or hotel projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 20 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.

I. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage,

shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

JH. Other Property Development Standards.

1. All residential uses shall follow the site development standards for U-N (Urban Neighborhood) zone, except as noted in this subsection.

2. Any structure originally designed or intended for residential purposes may be used for service businesses, (except clothes cleaning, etc.) as permitted in this zone, subject to all provisions of this article, and further subject to the following conditions:

   a. The required front yard of the structure shall be permanently maintained in landscaping as defined in Section 17.60.010(D)(4).

   b. All parking shall be provided to the rear of the residential structure.

   c. All structures shall conform to all provisions of the applicable building, housing, and fire codes of the city.

   d. Signs permitted shall be limited to a total surface area twenty (20) square feet.

   e. No structure shall be used for residential and commercial uses at the same time.

3. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, and automobile service stations permitted subject to Section 17.24.020(C)(3).

4. Cesar Chavez Street Sidewalk Improvements. Sidewalks shall be constructed at a minimum nine (9) feet for new development projects. The City Engineer may permit deviations from this standard to ensure connectivity between existing public improvements and that may be necessary so as not to be detrimental to the public health, safety, or welfare.

5. New Development on Cesar Chavez Street. New development projects on Cesar Chavez Street shall maximize building frontage along the street and demonstrate consistency with the Improving Neighborhood Connections Along Coachella's Harrison Street Corridor report.

KI. All new multi-family residential development shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

LJ. Architectural Review. All development in the C-N (Neighborhood Commercial) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

(Prior code § 040.03)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.26 C-G GENERAL COMMERCIAL USE ZONE

17.26.010 Intent and purpose.

This zone is intended to provide for and encourage the orderly development of commercial areas designed to serve community-wide needs. Such areas provide a wide variety of goods and services and must be consistent with the overall development of the city and its environs. The provisions of this zone are intended to ensure that such commerce will be compatible with adjacent, noncommercial development, and to minimize the undesirable effects of heavy traffic, type of activity, and to set forth site requirements. This zone implements the Suburban Retail land use designation in the General Plan.

(Prior code § 042.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.26.020 Permitted uses.

The following uses are permitted in the C-G (General Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. All uses permitted by Section 17.24.010 A of the C-N (Neighborhood Commercial) zone except laundromats/coin-operated dry-cleaning establishments.
2. Retail Uses:
    a. Antique shop.
    b. Appliance store.
    c. Automobile accessories and parts.
    d. Art gallery.
    e. Bicycle shop.
    f. Bookstore.
    g. Cigar or tobacco store.
    h. Clothing or apparel sales.
    i. Confectionery store.
    j. Department store.
    k. Drugstore.
    l. Electronics store.
    m. Furniture store.
    n. Grocery store.
    o. Interior decorator.

p. Jewelry store.

q. Lapidary.

r. Motorcycle sales and accessories.

s. Pet shop, including grooming, but no kennel.

t. Photographic supplies.

u. Restaurant without liquor sales.

v. Shoe store.

w. Sporting goods store.

x. Toy store.

y. Unfinished furniture sales (new).

z. Yardage store.

3. Multi-tenant retail.

4. Service Businesses.

a. Bicycle repair shop.

b. Blueprinting service.

c. Business, trade schools.

d. Drafting service.

e. Drycleaning establishments.

f. Exhibition hall, theater, auditorium.

g. Hotels and motels.

h. Library or reading room.

i. Locksmith.

j. Medical or dental clinic.

k. Microfilm service.

l. Mortuary.

m. Photo studio.

n. Private lodges, clubs, meeting halls.

o. Radio, television repair

p. Rental of household, sickroom, and office equipment.

q. Secretarial service.

r. Shoe repair.

s. Small appliance repair.

t. Studio, dancing, music, art, etc.

u. Telephone answering service.

v. Tuxedo/costume rental.

5. Office uses of all types, including, but not limited to the following:

   a. Medical and dental offices.

   b. Administrative, business, executive and editorial.

   c. Professional offices.

   d. Financial, insurance, real estate offices, including banks and related institutions.

   e. General offices.

6. Outdoor Uses. Only the following outdoor uses are permitted:

   a. Plant nurseries, provided that all areas devoted to outdoor storage of other than live plant material shall be completely screened from view from arterial highways and abutting residential properties. No bulk storage of sand, gravel, fertilizer, or other chemical or organic materials is permitted.

7. Public Utility Facilities (City-initiated).

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to a primary permitted use:

1. Wholesaling of products.

2. The manufacturing, processing, treatment, or storage of products which is clearly incidental to the retail or service business conducted on the premises, provided that:

   a. The premises are not the primary source of the production of goods sold on the premises.

   b. Not more than twenty-five (25) percent of the ground floor area shall be used for such purposes.

   c. No motor exceeding one horsepower be used for manufacturing, treatment, or processing in connection therewith, and that the total horsepower so used shall not exceed five horsepower. This restriction shall not apply to air conditioning equipment.

   d. No portion of any building or premises so used shall be less than fifty (50) feet from any residential district.

3. Dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.

4. Signs as follows, subject to all provisions of Section 17.56.010 of this title:

   a. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twenty (20) square feet in area.

   b. Advertising signs pertaining only to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be one hundred fifty (150) square feet for those establishments with less than one thousand five hundred (1,500) square feet of gross floor area, and two hundred fifty (250) square feet for those establishments with one thousand five hundred (1,500) or more square feet of gross floor area.

5. Canopies, arcades, carports, or similar shading devices.

6. Other accessory uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in all sectors of the CG zone subject to obtaining a conditional use permit pursuant to Chapter 17.74.

1. Ambulance services.
2. Automobile accessories and parts.
3. Automotive repair garage as an accessory to automobile service station.
4. Automobile service stations, including self-service stations or self-service islands at a store, but only if such self-service establishments maintain restroom facilities for both sexes and water and air for the vehicles.
5. Bars and Cocktail Lounges.
6. Bowling, pool, or billiard centers.
7. Bus terminals, depots, and similar transit facilities.
8. Car washes.
9. Ceramic products manufacture.
10. Check Cashing services.
11. Commercial cannabis testing laboratories, pursuant to Chapter 17.85.
12. Commercial parking lots.
13. Commercial psychic activities.
14. Dance Halls.
15. Drive-in, walk-up, or other fast-food establishments.
16. Engineering research and testing firms and laboratories.
17. Laundromat/coin operated laundry so long as a full-time attendant is provided.
18. Liquor sales, subject to Section 17.74.015.
19. Mattress manufacture.
20. Mini-Storage Warehouse as accessory to a permitted use.
21. Multi-bay auto repair.
22. Mortuaries.
23. Neighborhood recycling centers, pursuant to Chapter 17.90;
24. New and used automobile sales and mobilehome sales, provided that a ten-foot landscaped setback from the planned highway right-of-way line be maintained.
25. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.
26. Pawn shops.
27. Parcel or overnight delivery services.
28. Photocopying, photo processing and blueprinting.
29. Plumbing shop, provided all outside storage is completely screened.
30. Printing establishments.

31. Sign manufacture.
32. Special Event Establishments.
33. Taproom.
34. Tattoo and body piercing parlors.
35. Thrift stores (Reconditioned or used merchandise sales)
36. Tourist camps.
37. Truck, farm implement and machinery sales and rental, sale of parts.
38. Swap meet, indoor.
39. Swap meet, outdoor.

D. Prohibited Uses. The following uses are prohibited in the C-G (General Commercial) zone:

1. Residential.
2. Mobilehomes.

(Prior code § 042.02)

(Ord. No. 1033, § 2, 1-11-12; Ord. No. 1065, § 2, 6-11-14; Ord. No. 1088, § 2, 12-14-16; Ord. No. 1108, § 1, 7-12-17; Ord. No. 1161, § 2, 5-27-20; Ord. No. 1195, § 3, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.26.030 Property development standards.

The following standards of development shall apply in the C-N (Neighborhood Commercial) zone:

A. Non-Residential Intensity.

1. Maximum FAR. 1.0.

B. Lot Requirements.

1. Minimum Lot Size. Ten thousand (10,000) square feet; Parcels not contiguous to C-G (General Commercial) zoned property shall have a minimum area of five acres.
2. Minimum Lot Width. Fifty (50) feet.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. No limit.

C. Yard Requirements.

1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.
2. Side Yard. Where a C-G (General Commercial) zone adjoins a street or residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.
3. Rear Yard. Where the C-G (General Commercial) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

4. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway right-of-way lines.

5. All landscape areas shall be maintained consistent with approved landscape plans and commercial building frontage hardscape areas shall establish a weekly pressure washing schedule. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

D. Height Limits.

1. The maximum height of any building within one hundred thirty (130) feet of any residential zone shall be two stories or thirty-five (35) feet, whichever is less. Vehicular rights-of-way shall be included in calculating distance. The distance of one hundred thirty (130) feet is a minimum setback and setbacks requirements may be increased based on safety, privacy, views, noise, and light issues.

2. The maximum height of all other buildings shall be fifty (50) feet or three stories, whichever is less.

E. Distance Between Buildings. Buildings not actually joined, shall be provided with a minimum eight-foot separation.

F. Off-Street Parking And Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Screening. Where the C-G (General Commercial) general commercial zone abuts any residential zone, there shall be provided screening not less than six feet or more than eight feet in height on the zone boundary line. Said screening shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

H. Landscape Setback. The minimum perimeter landscape setback for residential or hotel projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 20 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.

I. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

J~~H~~. Architectural Review. All development in the C-G (General Commercial) zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

K~~I~~. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and may not be located in the City's Pueblo Viejo District. For

purposes of this chapter, "Pueblo Viejo District" shall be that area in the city bounded by Cesar Chavez Street to the south, First Street to the west, Grapefruit Boulevard to the north, and Nineth Street to the east.

(Prior code § 042.03)

(Ord. No. 1161, § 3, 5-27-20; Ord. No. 1195, § 4, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.28 R-C REGIONAL COMMERCIAL ZONE[1]

[1]Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed the former Ch. 17.28, §§ 17.28.010—17.28.030, and enacted a new Ch. 17.28 as set out herein. The former Ch. 17.28 pertained to C-T Tourist Commercial Zone and derived from Prior code §§ 046.01—046.03; Ord. No. 1088, § 3, adopted Dec. 14, 2016.

17.28.010 Intent and purpose.

This zone is intended to provide for and encourage a wide range of shopping and entertainment in a variety of urban and suburban formats. These include regional shopping centers, mixed destination centers or similar uses. The uses allowed in this zone will cater to regional clientele and provide a unique amenity to all residents of the Coachella Valley and an important revenue source for the City. Implementing the Regional Retail land use designation in the General Plan, the primary purpose of the zone is to provide for commercial opportunities, with residential uses supporting the retail environment.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.28.020 Permitted uses.

The following uses are permitted in the R-C (Regional Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. All retail establishments including big box retail (> thirty-five thousand (35,000) square feet).
2. Automobile rental.
3. Hotel.
4. Motel.
5. Resort.
6. Restaurants.
7. Private swimming pools.
8. Public Utility Facilities (City-Initiated).

B. All uses permitted by Section 17.26.020 in Chapter 17.26 C-G (General Commercial).

C. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to primary permitted use:

1. Dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.
2. Ice vending machines, of three-ton capacity or less subject to all other provisions of this zone. Such machines shall be located so as not to interfere with the movement of traffic on the site.

D. Conditional Uses. The following uses may be permitted the R-C (Regional Commercial) zone subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Amusement center or theme park.
2. Automotive repair garage as an accessory to automobile service station.
3. Automobile service station.
4. Bars and Cocktail lounges.
5. Billiard parlor.
6. Bowling alley.
7. Bus terminals, depots, and similar transit facilities.

8. Car washes as part of a multi-tenant retail center.
9. Commercial Parking Lot.
10. Drive-in or walk-up or other fast-food service establishments.
11. Exhibition hall, conference center, theater, amphitheater, auditorium.
12. Golf courses, driving ranges.
13. Hospital Uses.
14. Liquor sales, subject to Section 17.74.015;
15. Medical offices.
16. Microbreweries and taproom.
17. Mini-storage warehouse as an accessory to a permitted use.
18. Multiple-family residential (five plus units).
19. New and used automobile sales and recreational vehicle sales.
20. Recreational vehicle storage as an accessory to a permitted use.
21. Restaurants with liquor sales.
22. Skating rinks.
23. Special event establishments.
24. Sports Complex.
25. Theater, including drive-in.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.28.030 Property development standards.

The following standards of development shall apply in the R-C (Regional Commercial) zone:

A. Residential Density and Non-Residential Intensity.
   1. Minimum Density. Ten (10) dwelling units/acre, when residential uses are provided.
   2. Maximum Density. Fifteen (15) dwelling units/acre.
   3. Maximum Non-Residential FAR. 2.0.

B. Residential uses shall follow the development standards in Section 17.14.030 for multi-family uses and the City of Coachella Multifamily Objective Design Standards.

C. Lot Requirements.
   1. Minimum Lot Size. The minimum lot size shall be twenty thousand (20,000) square feet for commercial uses.
   2. Minimum Lot Width. None.
   3. Minimum Lot Depth. None.
   4. Maximum Lot Coverage. None.

D. Yard Requirement.

1. Front Yard. Each lot or building site shall have a front yard of at least fifteen (15) feet in depth, except where one or both adjoining zones are residential, in which case the required yard shall be increased to equal the average of the required front yards of the adjoining zones.

2. Side Yard. There shall be no side yard requirement except where a R-C (Regional Commercial) zone adjoins a street or a residential zone, in which case there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zones. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.

3. Rear Yard. There shall be no rear yard requirement except where the R-C (Regional Commercial) zone adjoins a residential zone, in which case there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

4. Permitted Encroachments in Required Yards.

   a. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway right-of-way line.

   b. Swimming pools provided as an accessory use to a hotel or motel may encroach into the rear two-thirds of the required front yard.

5. All landscape areas shall be maintained consistent with approved landscape plans. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

E. Height Limits.

1. The maximum height of any building located within one hundred fifty (150) feet of any S-N or G-N zone~~R-S~~, ~~single-family residential zone~~, or any agricultural zone, shall be one story or twenty (20) feet, whichever is less. Vehicular rights-of-way shall be included in calculating the distance.

2. The maximum height of all other buildings shall be two stories or thirty-five (35) feet, whichever is less, except that hotels shall have a maximum height of eighty-five (85) feet.

3. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

F. Landscape Setback. The minimum perimeter landscape setback for residential or hotel projects without frontage of buildings along perimeter street shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be installed along Avenue 52, Van Buren Street, and Calhoun Street.

G. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

HF. Distance Between Buildings. No requirements, except that buildings not actually adjoining shall be determined through site plan review.

IG. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

JH. Screening. Where the R-CC T zone abuts upon a residential zone, there shall be provided screening not less than six feet, or more than eight feet in height on the zone boundary line. Said screening shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway.

KI. Other Property Development Standards.

1. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, those outdoor uses permitted by Section 17.28.020(A)(7), and certain uses permitted subject to a conditional use permit by Section 17.28.020(D).

2. No building or structure having exterior walls of sheet metal shall be erected in this zone.

LJ. Architectural Review. All development in the R-C (Regional Commercial) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.30 M-S MANUFACTURING SERVICE ZONE

17.30.010 Intent and purpose.

This zone is intended to provide for and encourage the orderly development of light manufacturing, wholesaling, and commercial service within the community. Such areas are vital to the community's economic health and well-being by providing employment and an important revenue source for the city. The provisions of this zone are intended to ensure that manufacturing service areas will be compatible with adjacent, non-industrial development and will protect such areas from potential hazards of industrial development.

(Prior code § 050.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.30.020 Permitted uses.

The following uses are permitted in the M-S (Manufacturing Service) zone subject to all provisions of this chapter.

A. Primary Uses.

1. Engineering research and testing firms and laboratories;
2. Trailer, camper, mobile home manufacturer or assembly;
3. Automotive repair garage, body and fender works, within a completely enclosed building;
4. Sales and rental of trucks, autos, farm machinery and implements, and truck and auto parts;
5. Bakery;
6. Boat building;
7. Bottling plant;
8. Cabinet shop;
9. Carpet cleaning plant;
10. Ceramic products manufacture;
11. Cleaning and dyeing plant;
12. Dairy products processing;
13. Drugs manufacture;
14. Electrical, electronic, or electro-mechanical machinery manufacturing;
15. Food products processing, manufacturing, canning, preserving and freezing;
16. Fruit and vegetable packing house;
17. Furniture manufacturing, refinishing;
18. Garment manufacture;

19. Glass manufacture;
20. Ice and cold storage plant;
21. Laboratories. Experimental, testing, motion picture;
22. Laundry;
23. Machine shop;
24. Metalworking, fabrication, or welding firm;
25. Newspaper printing plants;
26. Nurseries
27. Existing commercial agricultural activity consistent with California Civil Code "Right to Farm Act."
2~~6~~. Parcel delivery services;
2~~7~~. Photo-engraving, photocopying, photo-processing and blueprinting;
30~~28~~. Plastic, fabrication firm;
31~~29~~. Plumbing shop;
3~~0~~. Prefabricated buildings manufacture;
3~~1~~. Printing establishments;
3~~2~~. Sheet metal shop;
3~~3~~. Sign manufacture;
3~~4~~. Textile manufacture;
3~~5~~. Tire rebuilding, recapping, and retreading;
3~~6~~. Upholstering and reupholstering;
3~~7~~. Wholesale business, storage buildings, and warehouses;
40~~38~~. Woodworking shop;
41~~39~~. Storage yards:
    a. Contractors storage yards,
    b. Building materials,
    c. Lumber yards,
    d. Machinery, truck rental yards,
    e. Draying and freight yard, and
    f. Truck terminal; and
4~~0~~. Retail sales.
4~~1~~. Restaurant.
4~~2~~. Emergency shelters complying with the following criteria.
    a. Emergency shelters shall be operated by a responsible agency or organization, with experience in managing or providing social services.

b. The shelter shall provide at least one qualified on-site supervisor at all times, plus one attendant for each fifty (50) occupants.

c. A shelter shall not be approved when another homeless shelter exists within three hundred (300) feet of the proposed site.

d. Emergency shelters shall provide a setback of thirty (30) feet from the shelter building to any residential zone.

e. Parking shall be supplied at a ratio of one vehicle space per ten (10) beds, and one secured bicycle parking area designed to accommodate up to one bicycle per ten (10) beds.

f. Each shelter shall be limited to a maximum occupancy of fifty (50) persons, including warming shelters and daytime facilities.

g. A management plan shall be required to address how the immediate sheltering needs of individuals who may be turned away from the shelter will be handled. The management plan shall establish a maximum length of time for which clients may be accommodated.

453. Public Utility Facilities (City-Initiated).

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to a primary permitted use:

1. Detached dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.

2. Retail distribution of products produced on the premises (where not the primary retail outlet for said products).

3. Storage of equipment, materials, finished products, or refuse basic to operations of a permitted use.

4. Signs as follows, subject to all provisions of Section 17.56.010 of this title:

a. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be two hundred (200) square feet.

5. Other accessory uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in the M-S (Manufacturing Service) zone subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Automotive repair garage as an accessory to automobile service station.

2. Breweries and Distilleries.

3. Cotton gins, oil mills, vegetable oil plants.

4. Exterminating or disinfecting service firm.

5. Metal plating.

6. Mini storage warehouse.

7. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.

8. Oil cloth or linoleum manufacture.
9. Paint, oil, shellac, turpentine, or varnish manufacture.
10. Plastic manufacture.
11. Planing mills.
12. Poultry dressing and packaging.
13. Recreational Vehicle Storage. Such uses as standalone uses shall not exceed ten (10) percent of the M-S Zone.
14. Restaurant with cocktail lounge.
15. Service stations.
16. Stone monument works.
17. Taproom.
18. Tattoo and body piercing parlors.
19. Wire and wire products manufacture.
20. Hotels on a building site with frontage on Major or Primary Arterials.

D. Industrial-Related Uses. Certain non-industrial uses are functionally related to industrial areas. The following uses are permitted only when intended to serve industrial areas and employees.

1. Restaurants and coffee shops.
2. Industrial hospitals or clinics.
3. Industrial training center.

(Ord. 925 § 1, 2005; Ord. 918 § 1, 2005; prior code § 050.02)

(Ord. No. 1033, § 3, 1-11-12; Ord. No. 1051, § 2, 5-22-13; Ord. No. 1161, § 4, 5-27-20; Ord. No. 1195, § 5, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.30.030 Property development standards.

The following standards of development shall apply in the M-S (Manufacturing Service) zone:

A. Non-Residential Intensity.

1. Maximum FAR. 1.0.

B. Lot Requirements.

1. Minimum Lot Size. Ten thousand (10,000) square feet.
2. Minimum Lot Width. None.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. None.

C. Yard Requirements. None, except in the following instances:

1. Where an M-S (Manufacturing Service) zone abuts upon a street or highway where two-thirds of the property in the block on the opposite side of the street is zoned residential, a yard shall be provided of ten (10) feet in depth.

2. Where an M-S (Manufacturing Service) zone abuts upon a street or highway and where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required yards of the adjoining zones.

3. Where an M-S (Manufacturing Service) zone abuts upon a Major Arterial, Major Arterial with Enhanced Bicycle Facilities, Primary Arterial, and Primary Arterial with Enhanced Bicycle Facilities as designated on the circulation element of the general plan, a yard of ten (10) feet in depth shall be provided.

4. Where an M-S (Manufacturing Service) zone directly abuts a residential zone, there shall be a yard of not less than thirty (30) feet adjoining that zone. This shall be reduced to twenty (20) feet where there exists a public alley separating the two zones.

5. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting shall be maintained adjacent to the planned highway right-of-way line.

D. Height Limits.

1. The maximum height of any buildings or structures located within one hundred fifty (150) feet of any residential zone shall be two stories or thirty-five (35) feet, which ever is less. Vehicular rights-of-way shall be included in calculating distance.

2. The maximum height of all other buildings or structures shall be fifty (50) feet.

E. Distance Between Buildings. No requirements, except that buildings not actually adjoining shall be provided with a minimum eight-foot separation.

F. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Walls and Screening.

1. Where an M-S (Manufacturing Service) zone abuts upon any residential zone there shall be provided a solid masonry wall not less than six feet nor more than eight feet in height along the zone boundary. Said wall shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway.

2. Where property in an M-S (Manufacturing Service) zone is used for operations incidental to a primary permitted use, as a storage yard, or where material necessary to the conduct of a primary permitted use is stored outside, there shall be provided screening not less than six feet or more than eight feet in height. Said screening shall screen storage areas from adjacent residential and/or commercial zones.

H. Other Property Development Standards.

1. No structure originally designed or intended for residential purposes shall be occupied by uses permitted in this zone, except when used as a dwelling by a proprietor, manager or custodian or custodian of a permitted use.

2. No use shall be established in any M-S (Manufacturing Service) zone which causes or emits any dust, gas, smoke, fumes, odors, noises, vibrations, electromagnetic disturbance, radiation, or other similar effects which are or may be detrimental to the public health, safety, or general welfare. All uses shall be continuously maintained so that they are neither obnoxious nor offensive by reason of the above emissions.

3. All lot area not in use by buildings shall be paved, planted, or otherwise surfaced to eliminate dust. Use of gravel, decomposed granite and similar materials is permitted, subject to continuous maintenance in a neat and sightly manner. Use of oil is permitted only where treated areas will not be visible from public streets, or adjacent residential or commercial zones. Yards and off-street parking and loading areas shall be treated as required in this title.

I. Architectural Review. All development in the M-S (Manufacturing Service) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

J. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and may not be located in the City's Pueblo Viejo District. For purposes of this chapter, "Pueblo Viejo District" shall be that area in the city bounded by Cesar Chavez Street to the south, First Street to the west, Grapefruit Boulevard to the north, and Nineth Street to the east.

(Prior code § 050.03; Ord. No. 1161, § 5, 5-27-20; Ord. No. 1195, § 6, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.38 PUD PLANNED UNIT DEVELOPMENTS

17.38.010 Intent and purpose.

The purpose of this chapter is to provide for attractive, planned zoning, ~~residential~~ districts in accordance with the general plan; to provide a means of achieving greater quality, variety and flexibility in ~~residential~~ development on relatively large areas of land; to encourage more imaginative and innovative design of projects; to promote more desirable living environments that would not be possible through the strict application of zoning standards; to assist in the development of old or blighted neighborhoods by providing incentives for higher quality multiple residential housing and project design; to require a more efficient use of open space, separation of pedestrian and vehicular traffic and increased project amenities; to insure that such projects will be assets to their surrounding neighborhoods, and safeguards will be required through the conditional use procedure. The overall plan shall provide equivalent or higher standards of development, operation, light, air, safety, convenience and aesthetics, than if developed under the underlying zone.

(Prior code § 060.01)

17.38.020 Procedure and regulations.

A. Procedure. An application for a planned development project or ~~mobilehome project~~ shall submit a request for ~~change of zone~~a conditional use permit to allow a "PUD", Planned Unit Development, ~~overlay zone on base district zone, pursuant to Chapter 17.82. Conditional Use Permit. A conditional use permit must be obtained by the applicant as a part of the PUD overlay zone and related entitlements~~ in order to vest modified land use regulations, utilize flexible standards of the PUD ~~overlay zone~~ and vest the design guidelines for the planned unit development.

B. Land Use Regulations. All planned development projects shall comply with the land use and density regulations of the base district, except as may be modified by the PUD ~~overlay zone~~ regulations, subject to compliance with the general plan.

C. Development Standards. All planned development projects shall comply with the applicable development standards of the base district and other sections of the municipal code, except that an applicant for a PUD project may utilize flexible development standards in order to meet the policy directives of the general plan.

D. ~~Conditional Use Permit. A conditional use permit must be obtained by the applicant as a part of the PUD overlay zone and related entitlements in order to vest modified land use regulations, utilize flexible standards of the PUD overlay zone and vest the design guidelines for the planned development.~~

(Ord. No. 1075, § 7, 6-10-15; Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

Editor's note(s)—Ord. No. 1075, § 7, adopted June 10, 2015, amended § 17.38.020 in its entirety to read as herein set out. Former § 17.38.020, pertained to uses, and derived from prior code, § 060.02; and Ord. No. 1026, § 7, adopted Jan. 12, 2011.

17.38.030 Design guidelines.

A. Design Guidelines. All planned developments shall submit a comprehensive set of design guidelines for the project as part of the conditional use permit required under Section 17.38.020(D), that include the following items.

1. Circulation and Streets Plan. The design guidelines shall incorporate a street network plan showing street and pedestrian connectivity for future neighborhoods of the planned development. This shall include the typical roadway diagrams proposed for neighborhood streets and shall incorporate the use a landscaped parkway with street trees separating the sidewalk from the street curb line. Any deviations, for private streets, from the city's public street improvement requirements shall be included in the circulation and streets plan. The minimum perimeter landscape setback for residential or hotel projects without frontage of buildings along perimeter street shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage.
2. Open Space Plan. A plan for the major common open space elements for a residential~~of the~~ community shall be included in the design guidelines of the project. This shall include conceptual plans for park amenities, recreational facilities, and gathering spots for the future residents.
3. Building Massing Plan. A colored site plan showing the typical building massing and relationship of buildings to streets and pedestrian paths and open space features ~~for the various neighborhoods~~ within the planned development shall be included as part of the design guidelines.
4. Architectural Theming. Detailed architectural and/or artist renderings of allowable building types, architectural themes, and typical front yard landscaping shall be provided for all planned developments. Conceptual design guidelines in text describing the architectural theming and exterior building materials, window treatments, and garage door designs, and landscaping plant palettes, must accompany the planned development submittal.
5. Signs. A comprehensive sign program shall be included as a part of all planned developments.
6. PUD justification. The applicant shall submit a project justification statement identifying the following:

   i. How the proposed development is superior to which is permitted by the underlying zone;

   ii. How the proposed project conforms to the Planned Unit Developments Chapter 17.38;

   iii. Which exceptions to the underlying zoning regulations are being requested and why they are necessary;

   iv . What public benefit is being provided that justifies the exception for underlying zoning standards.

B. Change in Product Size. Refer to Section 16.32.170 of the Coachella Municipal Code for proposed changes in product sizes within single-family residential tracts in which a previously approved product was constructed.

17.38.035 Public Benefit Required. A PUD shall provide a public benefit that offsets the impact created by an exception from development standards. An approved public benefit shall include one or more if the elements listed below or a similar element that proportionally offset the additional impacts created by the exception to the development standards requested.

1. Affordable housing. The construction of affordable housing on the site or off-site affordable housing.
2. On-Site Public Amenities. The provision of on-site amenities that benefit the general public such as parks, community spaces, civic spaces, child care facilities, preservation of historic structures or places, agricultural preservation, open space preservation, or similar amenities.
3. Off-site Improvements. The provision of off-site amenities and dedications including traffic enhancements, traffic calming improvements, bikeways and trails, park lands, recreation facilities, or

other public improvements that proportionally offset the additional impacts specifically created by the exception requested for the PUD.

(Ord. No. 1075, § 8, 6-10-15)

Editor's note(s)—Ord. No. 1075, § 8, adopted June 10, 2015, amended § 17.38.030 in its entirety to read as herein set out. Former § 17.38.030, pertained to property development standards, and derived from prior code, § 060.03; and Ord. No. 1021, § 5, adopted July 28, 2010.

17.38.040 Mobilehome parks.

A. Intent and Purpose. These regulations are intended to provide for the development of mobilehome parks within the city, consistent with the general plan. These provisions are further intended to create standards of development consistent with those in other residential areas of the community.

B. Review Procedure. A mobilehome park community may be established in the ~~RM~~ G-N base district zone through a planned unit development overlay zone, subject to approval of the conditional use permit, change of zone and design guidelines required under Sections 17.38.020 and 17.38.030, and subject to compliance with the regulations contained herein.

C. Permitted Uses. The following uses are permitted in any mobilehome park:

1. Mobilehomes, trailers, trailer coaches, campers, camp cars;
2. Recreational buildings, structures, and uses intended to serve only the residents of the mobilehome park; and
3. Accessory buildings normally appurtenant to the conduct of a mobilehome park, including buildings and structures required by law.

D. Lot Requirements for Mobilehome Parks.

1. Minimum Lot Size. Five acres.
2. Density Permitted. One mobilehome for each four thousand five hundred (4,500) square feet of gross lot area.
3. Lot width and depth shall be determined by the Planning Commission or City Council when the conditional use permit is considered.

E. Yard Requirements for Mobilehome Parks.

1. Front Yard. Each park shall have a front yard of at least twenty-five (25) feet in depth.
2. Side Yard. Each park shall have side yards of at least fifteen (15) feet in depth.
3. Rear Yard. Each park shall have a rear yard of at least fifteen (15) feet in depth.

F. Requirements for Individual Mobilehome Sites Within a Mobilehome Park.

1. Minimum individual site size shall be three thousand (3,000) square feet.
2. Each individual mobilehome site shall have a minimum width of thirty-five (35) feet.
3. Each mobilehome shall be set back at least five feet from the edge of any interior site roadway.

G. Height Limits. Height limits shall be those in the zone in which a mobilehome park is authorized.

H. Distance Between Buildings and Mobilehomes.

1. There shall be a minimum average distance between mobilehomes of twenty (20) feet; except that where placed end to end, the distance may be reduced by ten (10) feet.
2. There shall be a minimum distance between mobilehomes and accessory buildings of fifteen (15) feet.
3. There shall be a minimum distance between accessory buildings of ten (10) feet.

I. Usable Open Space.

1. A common recreational-leisure area shall be provided for each mobilehome park. Such recreational-leisure area shall be for the purpose of providing usable open space for the residents of the mobilehome park, and shall not be for the use of the general public.
2. The size of such recreational-leisure area shall be equal to at least four hundred (400) square feet for each mobilehome site. Cabanas, swimming pools, decks, game areas, and similar uses may be included in such an area.

(Prior code § 060.04)

(Ord. No. 1075, § 8, 6-10-15; Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

17.38.050 Nonresidential uses.

The Planning Commission shall approve the appropriate number, location, area requirements, access, parking, identification, and operating conditions for all institutional, recreational, commercial and health facilities in the planned unit development.

(Prior code § 060.05)

(Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

17.38.060 Special conditions and procedures.

In addition to the following special conditions and procedures for planned unit development, the Planning Commission may impose such other conditions as it deems necessary or desirable in carrying out the general purpose and intent of this section.

A. A conditional use permit obtained through procedures contained in this chapter and in Sections 17.74.010 through 17.74.050 of this title is required for any planned unit development.

B. Tract or Parcel Maps. A tentative tract or parcel map is required to be submitted to the planning director subsequent to approval of the application but may be filed with the application for a ~~zone change and~~ conditional use permit. However, if the property is located in a hillside area, the tentative tract or parcel map shall be filed concurrently with the application.

No building permit shall be issued for any building within a planned unit development, except for sales models, recreational buildings, or community facilities, unless a final tract or parcel map has first been recorded for the property on which the building or buildings are located.

C. Project Site Plans.

1. A preliminary project site plan is required to be filed with the application for planned unit development. Contour intervals shall be indicated for property in hillside areas. The site plan required by Section 17.62.010 shall, in addition to other requirements, indicate compliance with the provisions of this chapter.

2. Landscape Plans and List. A plan for landscaping all common area, including plant lists and sprinkler system, shall be approved by the planning director.

3. Phasing Plans. A progress plan delineating the various development phases, if more than one, and specifying a reasonable time allocation for each phase, shall be submitted, and made a condition of approval by the Planning Commission. No phase component shall have a residential density that exceeds by twenty (20) percent the proposed residential density of the entire planned unit development. The total area of common open space provided in each phase shall, at a minimum, be in the same proportion as in the entire development.

4. Highway Access. Each planned unit development shall be located on and have direct access to a major or secondary arterial or a collector street.

5. Utilities. All utility lines necessary to serve the development shall be installed underground.

6. Vehicular Access. The approved site plan shall indicate all vehicular access. In order to encourage inward orientation, increased living amenities, and variety and flexibility of parking areas, direct access to all dwelling units is not required. However, the planning director shall determine the property access system.

7. Specific Plan. The project plans for a planned unit development may be adopted as a specific plan amendment to the general plan.

D. Condominium Common Areas. Except for property dedicated to the City for inclusion within a public park, school site or park maintenance district, every owner of a dwelling unit or lot shall own as an appurtenance to such dwelling unit or lot, either an undivided interest in the common areas and facilities of the entire project or of the tract in which the ownership is located; or a share in the corporation, or voting membership in an association owning the common areas and facilities of the entire project or of the tract in which the ownership is located.

1. Management Agreement for Control and Maintenance of Common Areas. No lot or dwelling unit in the development shall be sold until a corporation, association, property owner's group or similar entity has been formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development or in the tract which is a part of the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development or tract portion thereof. Such entity shall operate under recorded conditions, covenants and restrictions which shall include compulsory membership of all owners of lots and/or dwelling units, and flexibility of assessments to meet changing costs of maintenance, repairs, and services. The developer shall submit evidence of compliance with the requirement to the planning director. This condition shall not apply to land dedicated to the city and included in a park maintenance district or dedication to the city for other public purposes.

2. Maintenance. The right to maintain the buildings and use the property for a residential planned unit development as indicated on the approved revised site plan shall continue in effect only so long as all of the mutually available features, such as recreational areas, community buildings, and landscaping, as well as the general appearance of the premises and buildings are all well maintained.

3. Covenants.

   a. The provisions of subsections (C)(1) and (C)(2) of this section shall be included in the conditions, covenants, and restrictions applying to the property, which are recorded in the office of the county recorder, and copies of said provisions shall be furnished to the individual purchasers of units in the development.

b. The provisions of subsections (C)(1) and (C)(2) of this section shall also be in each of the preliminary and final drafts of the conditions, covenants, and restrictions submitted to the real estate commissioner.

E. Separate Lots. No portion of land within a residential planned unit development shall be divided in ownership unless it is first recorded as a separate lot on a recorded final tract or parcel map.

F. Sale of Lots or Units. No dwelling unit or lot shall be sold or encumbered separately from an interest in the common areas and facilities in the development which shall be appurtenant to such dwelling unit or lot. No lot shall be sold or transferred in ownership from the other lots in the total development, unless all approved community buildings, structures, and recreational facilities for the total development, or approved phase thereof, have been completed, or completion is assured, to the satisfaction of the planning director.

G. Nonconformities. All nonconformities existing prior to development of the project must be eliminated or alleviated to the satisfaction of the Planning Commission.

(Prior code § 060.06)

(Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

Chapter 17.60 DEVELOPMENT STANDARDS

17.60.010 Property development standards.

A. Intent and Purpose. The following general development standards are set forth in order to assure that property in the various zones of the city will be developed in a uniform and orderly manner which will promote the public health, safety, comfort, convenience, and general welfare. These development requirements shall be in addition to the property development standards set forth in each zone. In addition, the design standards established for single-family residential development in Chapter 17.19 (Supplemental Standards for Single-Family Residential Development shall apply.

B. Responsibility for Measurements. In measuring lot dimensions and other requirements, it shall be the responsibility of the property owner or his or her authorized agent to provide accurate dimensions and calculations. The submission of inaccurate dimensions or calculations which result in a lot or structure not complying with the requirements set forth in this chapter shall constitute a violation of this chapter, and any permits or approvals granted thereunder shall be void.

C. Lot Widths. Lot widths in residential zones shall vary according to the size of the lot, and shall be determined per the zone-specific standards in Chapters 17.10 to 17.18 and Chapters 17.22 to 17.35).

D. Yards.

1. Encroachments. Where yards are required in this chapter, they shall not be less in depth or width than the minimum dimensions specified in any part, and they shall be at every point open and unobstructed from the ground to the sky, except as follows:

    a. Outside stairways, porches, or landing places, if unroofed and unenclosed, may extend into a required side yard for a distance of not to exceed three feet or into the required rear yard a distance not to exceed five feet.

    b. Awnings, cornice trims, eaves, decks, railings, stoops, and landings, and similar architectural features may encroach two feet into a required front, side, or rear yard. Awnings projecting from the side elevation of a residential structure and constructed for the purpose of sheltering a vehicle, trailer, or golf cart may encroach into the residential side yard setback with no setback requirement.

2. Through Lot Regulations. On through lots either separating such lot from a public thoroughfare may be designated as the front lot line. In such cases the minimum rear yard shall be the average of the yards required on lots next adjoining.

3. Fences, Walls in Yards. Fences or walls not exceeding six feet in height may occupy any portion of a side or rear yard. In a residential single-family zone, where any such fence or wall projects beyond the front yard line or setback toward the front property line it shall not be more than six feet in height if it is of wrought iron, or other such material; provided that such material does not obscure the view to the front ~~lawn~~ yard through the fence.

    a. Walls and low silhouette plants such as hedges, and other flora along front yard property lines must be approved by city staff and shall not be more than thirty (30) inches in height.

    b. Fences and walls shall not extend beyond the property line.

    c. Any front yard wall that obscures view to the front lawn shall be built as a courtyard not be more than six feet in height, built with a pedestrian entrance, include a wall return to the front façade

of the residence and along the side property line, record a front yard landscape maintenance agreement and subject to the following findings:

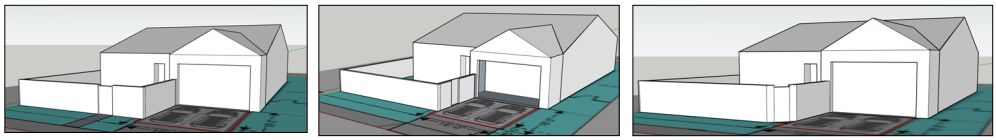
1. The design of the fence or wall, including architectural style, materials, and colors, is compatible with the main dwelling and conforms with pedestrian gate orientations depicted in figure 1.

2. The materials are of good and durable quality.

3. High quality landscaping is proposed in the parkway between curb and front wall.

4. The design will not be detrimental to the health, safety and general welfare of the community in the vicinity of the project site.

Figure 1: Front, Corner and Side-facing courtyard pedestrian entrances.



dc. There shall be no visual obstructions which would interfere with intersection visibility from a corner setback area. In the corner property radius area any fence shall not be more than six feet in height provided it does not cause visual obstruction. In the corner property radius area, visual obstructions are hereby defined as any wall, obstacle mature landscaping or thing allowed, installed, set out or maintained which obscures intersection visibility.

ed. Notwithstanding the above provisions, existing walls and fences shall be permitted to remain unless and until the property owner applies for a building permit to reconstruct, remodel or otherwise perform any construction activity upon the property; at such time any walls or fences shall be brought into compliance with subsections (D)(3)(a) through (c) of this section, as a condition of obtaining such building permit.

fe. In residential districts the use of razor, chain-link, or barbed wire is prohibited. Precision concrete block shall not be used unless exterior surfaces visible from the outside of the property are covered by stucco, paint, or texture coating as approved by the community development director.

gf. Maintenance. All walls and fences shall be continuously maintained in good repair. The property owner shall be provided thirty (30) days after receiving notice from the city to repair a wall or fence. The building official may grant an extension for the repair of the wall or fence.

4. Landscaping.

a. Except where otherwise provided, required yards and setback areas shall be landscaped with lawn, trees, shrubs, or other plant materials and shall be permanently maintained in a neat and orderly manner as a condition to use. Decorative rock may be used for landscaping in a manner incidental and accessory to the required lawn, trees, shrubs, or other plant materials. Fountains, ponds, sculpture, planters, walkways, flagpoles for display of national, state, city or company ensigns only, light standards, and decorative screen-type walls, forty-two (42) inches or less in height, where an integral part of a landscaping scheme comprised primarily of plant materials are permitted. Entrance and exit drives and walks may be provided into parking areas. Said drives shall not exceed thirty (30) feet in width for each curb opening.

b. Where walls are required between nonresidential and residential zones, no landscaping zones, no landscaping shall be required.

c. Additional standards as established in zone-specific standards (Chapters 17.10 to 17.18 and Chapters 17.22 to 17.35) and Chapter 17.19 (Supplemental Standards for Single-Family Residential) also apply.

5. Measurement. The depth of all required yards which abut a street or highway shall be measured from the street or planned highway right-of-way line, as specified in Section 17.66.010 of this title.

E. Distance Between Buildings. Encroachment into required distances between buildings are permitted as specified for encroachments into yards in subsection D of this section.

F. Accessory Structures. The following regulations shall apply to accessory structures in residential zones:

1. Accessory structures detached from the main dwelling, may not occupy a required front yard, side yard, or corner side yard, except as provided herein.

2. An accessory structure may occupy a required rear yard provided it is at least five feet from any interior property line, and a minimum of ten (10) feet from any street property line.

3. An accessory structure may be a maximum of fifteen (15) feet in height and no more than one story in height, or as provided by the specific zone standards.

4. An accessory structure in the rear yard is limited to a maximum size of four hundred (400) square feet or thirty (30) percent of the size of the main dwelling, whichever is greater. Interior partitions are not allowed within accessory structures. Kitchens and full bathrooms are not allowed inside of any accessory structure.

5. Except for side loaded garages, the wall planes or sides of an accessory structure must be a minimum of ~~ten~~ five (5~~10~~) feet from the sides or wall planes of any other structure, measured at right angles from the wall plane or sides of the accessory structure. The corner of an accessory structure may be no closer than five feet from the corner of any other structure, provided the wall planes or sides of both structures comply with the distance requirements specified in this subsection.

6. Accessory structures on a site may not cover more than fifty (50) percent of the required rear yard setback area.

7. Pools and spas may encroach into any required side or rear yard provided they are at least five feet from any property line. Pools and spas may ~~not~~ occupy a required front yard subject to construction of a courtyard with front yard wall of six (6) feet in height and that the pool and spa is at least five feet from any property line.

8. Mechanical and pool equipment may ~~not~~ occupy a required front yard serving a front yard pool or spa and located a minimum setback of three feet from any property line.

9. Mechanical and pool equipment may occupy a required side yard or corner side yard provided a minimum setback of three feet is provided from any property line.

10. Mechanical and pool equipment may occupy a required rear yard provided a minimum setback of twelve (12) inches is provided from any property line and provided a minimum distance of three feet is provided from any other structure.

11. On lots under seven thousand two hundred (7,200) square feet, an attached patio cover may encroach into a required rear yard provided a minimum setback of ten (10) feet is provided. On lots under six thousand five hundred (6,500) square feet, an attached patio cover may encroach into a required side yard or corner side yard provided a minimum setback of five feet is provided.

12. One freestanding arbor or trellis, up to twelve (12) feet in height and open on all sides, may encroach into a required front yard, provided no more than five percent of the required yard area is covered with the arbor or trellis.

13. Driveway Trellis: A trellis intended to serve as a canopy for parked vehicles on a single-family dwelling driveway within the required front yard setback for single-family dwellings constructed prior to year 2000 shall comply with the following:

a. The maximum height of the structure may be up to twelve (12) feet and open on all sides.

b. May not exceed 60% of the total driveway area or 400 square feet in coverage area, whichever is less.

c. Must be setback at least five (5) feet from side property lines, and may not encroach into the public right of way.

d. The structure shall be new construction consistent with conceptual canopy structure drawings on file with the Planning Director and constructed with materials that are consistent with the primary dwelling, including roofing materials and colors. Prefabricated structures are not permitted.

e. The structure should include features that enhance the visual appeal, such as decorative columns or trim, and must not detract from the neighborhood's character.

f. All structures must comply with local building codes.

g. If the structure falls into disrepair, the property owner must either repair or remove it to maintain neighborhood standards.

h. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to properties or improvements in the vicinity.

i. The garage has not been converted into an accessory dwelling unit (ADU) or living space for the primary dwelling unit.

14~~3~~. Carports may be allowed in a required rear yard of any single-family residential site provided they are accessible through an approved driveway that is at least eleven (11) feet clear in width. All vehicles parked in a carport must be architecturally screened from view to the street, and located behind an opaque metal gate at least six feet in height.

15~~4~~. A detached garage or carport must be a minimum of twenty (20) feet from any street property line if front loading. Side-loaded garages may be twelve (12) feet from the street line. Carports must provide a minimum of ten (10) feet from any corner street line.

16~~5~~. An attached carport accessed from the corner street must be at least fifteen (15) feet from the rear property line.

G. Trailers Outside Camps. It shall be unlawful for any person to keep or maintain, or to permit to be placed, kept or maintained, any trailer coach being presently used or being intended for present use for human habitation upon any lot, piece or parcel of land within the city, except in a trailer camp or when all of the following regulations and conditions have been complied with:

1. Such trailer coach shall be kept or maintained at the rear of a private residential building, other than an apartment house or hotel.

2. Such trailer coach shall not be placed closer than ten (10) feet to any building or closer than five feet to any property line other than a public street or alley line.

3. Such trailer coach shall be used only for sleeping quarters, and none of the sanitary and cooking facilities in such trailer coach shall be used.

4. Such trailer coach shall not be kept or maintained for sleeping purposes as permitted herein for more than three successive nights in any successive ninety (90) days.

~~H. Accessory Dwelling Units.~~

1. Purpose. The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22. Notwithstanding any conflicting regulations in this title, the regulations in this subsection shall supersede and be applicable to the new construction of ADUs and JADUs, and the conversion of existing structures for said purpose, in the city's residential and agricultural zones.

2. Effect of Conforming. An ADU or JADU that conforms to the standards in this section will not be:

   a. Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

   b. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

   c. Considered in the application of any local ordinance, policy, or program to limit residential growth.

   d. Required to correct a nonconforming zoning condition, as defined in subsection (3)(g) below.

3. Definitions. As used in this section, terms are defined as follows:

   a. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

      1) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and

      2) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.

   b. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

   c. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

   d. "Efficiency kitchen" means a kitchen that includes each of the following:

      1) A cooking facility with appliances.

      2) A food preparation counter or counters that total a minimum of fifteen (15) square feet in area.

      3) Food storage cabinets that total a minimum of thirty (30) square feet of shelf space.

   e. "Junior accessory dwelling unit" or "JADU" means a residential unit that

      1) is no more than five hundred (500) square feet in size,

      2) is contained entirely within an existing or proposed single-family structure,

      3) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and

      4) includes an efficiency kitchen, as defined in subsection (3)(d) above.

   f. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

g. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

h. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

i. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

j. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

k. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

4. Approvals. The following approvals apply to ADUs and JADUs under this section:

a. Building-permit Only. If an ADU or JADU complies with each of the general requirements in subsection (e) below, it is allowed with only a building permit in the following scenarios:

1) Converted on Single-family Lot: Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

(i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to one hundred fifty (150) additional square feet if the expansion is limited to accommodating ingress and egress.

(ii) Has exterior access that is independent of that for the single-family dwelling.

(iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

2) Limited Detached on Single-family Lot: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (4)(a)(1) above, if the detached ADU satisfies the following limitations:

(i) The side- and rear-yard setbacks are at least four-feet.

(ii) The total floor area is eight hundred (800) square feet or smaller.

(iii) The peak height above grade is sixteen (16) feet or less.

3) Converted on Multifamily Lot: Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to twenty-five (25) percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph.

4) Limited Detached on Multifamily Lot: No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:

(i) The side- and rear-yard setbacks are at least four-feet.

(ii) The total floor area is eight hundred (800) square feet or smaller.

b. ADU Permit.

1) Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.

2) The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU-permit processing fee is determined by the planning director and approved by the city council by resolution.

c. Process and Timing.

1) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

2) The city must act on an application to create an ADU or JADU within sixty (60) days from the date that the city receives a completed application, unless either:

(i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

(ii) In the case of a JADU and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the city may delay acting on the permit application for the JADU until the city acts on the permit application to create the new single-family dwelling, but the application to create the JADU will still be considered ministerially without discretionary review or a hearing.

5. General ADU and JADU Requirements. The following requirements apply to all ADUs and JADUs that are approved under subsections (4)(a) or (4)(b) above:

a. Zoning.

1) An ADU or JADU subject only to a building permit under subsection (4)(a) above may be created on a lot in a residential or mixed-use zone.

2) An ADU or JADU subject to an ADU permit under subsection (4)(b) may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

b. Fire Sprinklers. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

c. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days.

d. No Separate Conveyance. An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

e. Septic System. If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten (10) years.

f. Owner Occupancy.

1) All ADUs created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the ADU was created.

2) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.

3) All ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

4) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

g. Deed Restriction. Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the county recorder's office and a copy filed with the planning director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

1) The ADU or JADU may not be sold separately from the primary dwelling.

2) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.

3) The deed restriction runs with the land and may be enforced against future property owners.

4) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the ADU or JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the director's determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.

5) The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

6. Specific ADU Requirements. The following requirements apply only to ADUs that require an ADU permit under subsection (4)(b) above.

a. Maximum Size.

1) The maximum size of a detached or attached ADU subject to this subsection (6) is eight hundred fifty (850) square feet for a studio or one-bedroom unit and one thousand (1,000) square feet for a unit with two bedrooms. No more than two bedrooms are allowed.

2) An attached ADU that is created on a lot with an existing primary dwelling is further limited to fifty (50) percent of the floor area of the existing primary dwelling.

3) Application of other development standards in this subsection (6), such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open-space requirements may require the ADU to be less than eight hundred (800) square feet.

b. Floor Area Ratio (FAR). No ADU subject to this subsection (6) may cause the total FAR of the lot to exceed forty-five (45) percent, subject to subsection (6)(a)(3).

c. Lot Coverage. No ADU subject to this subsection (6) may cause the total lot coverage of the lot to exceed fifty (50) percent, subject to subsection (6)(a)(3).

d. Minimum Open Space. No ADU subject to this subsection (6) may cause the total percentage of open space of the lot to fall below fifty (50) percent, subject to subsection (6)(a)(3) above.

e. Height.

1) A single-story attached or detached ADU may not exceed sixteen (16) feet in height above grade, measured to the peak of the structure.

2) A second story or two-story attached ADU may not exceed the height of the primary dwelling.

3) A detached ADU may not exceed one story.

f. Passageway. No passageway, as defined by subsection (c)(8) above, is required for an ADU.

g. Parking.

1) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (3)(k) above. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (3)(k) above.

2) Exceptions. No parking under subsection (6)(g)(1) is required in the following situations:

(i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection (3)(j) above.

(ii) The ADU is located within an architecturally and historically significant historic district.

(iii) The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (4)(a)(1) above.

(iv) When on-street parking permits are required but not offered to the occupant of the ADU.

(v) When there is an established car share vehicle stop located within one block of the ADU.

3) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

h. Architectural Requirements.

1) Exterior building materials and colors of the exterior walls, roof, and windows and doors shall match the appearance and architectural design of those of the primary dwelling.

2) The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

3) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

4) The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.

5) The interior horizontal dimensions of an ADU must be at least ten (10) feet wide in every direction, with a minimum interior wall height of seven feet.

6) Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

i. Landscape Requirements.

1) Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

a) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten (10) linear feet of exterior wall.

b) For a ground-level ADU, plant specimens must be at least six feet tall when installed. As an alternative, for a ground level ADU, a solid fence of at least six feet in height may be installed.

c) For a second-story ADU, plant specimens must be at least twelve (12) feet tall when installed.

2) All landscaping must be desert-friendly and water-efficient plantings and irrigation systems.

7. Fees.

a. Impact Fees.

1) No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.

2) Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

b. Utility Fees.

1) Converted ADUs and JADUs on a single-family lot, created under subsection (4)(a)(1) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADO or JADU is constructed with a new single-family home.

8. Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections (1) through (7)(b) of this section may be allowed by the city with a conditional use permit, in accordance with Chapter 17.74 of this title.

(Ord. 984 § 1, 2007; prior code § 070.07)

(Ord. No. 1075, §§ 10, 11, 6-10-15; Ord. No. 1150, Exh. A, 12-11-19; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.70 ADMINISTRATION GENERALLY

17.70.010 Public agencies.

There are various agencies and public officers concerned with the administration and implementation of this chapter. Their powers, duties and procedural rules are described more fully in this code and in the policy statements of the respective departments themselves. To lessen the public's need to search all these sources, the following sections relate to the principal statements and functions of those agencies and persons, with respect to this chapter.

(Prior code § 080.01)

17.70.020 City planning commission.

A. Authority—General. The city planning commission shall advise and recommend to the city council, planning director, municipal departments and agencies with respect to city planning and related activities and legislation. On matters of policy, it shall direct and supervise the planning director in the execution of his or her various powers and duties. It shall perform such other functions as are set forth elsewhere in Chapters 2.32 through 2.40 and Chapter 2.48 of this code, or as specified by ordinance.

B. The planning commission shall have and exercise the following powers:

1. To review and determine appeals where it is alleged there is error or abuse of discretion in any order, requirement, decision, interpretation or other determination made by the zoning administrator.
2. To review and determine such other appeals as may be delegated to it by ordinance.

C. Authority—Specific. The planning commission has original jurisdiction over the following procedures:

1. Amendment to change the text of the ordinance.
2. Change or establishment of zones.
3. Zone boundary adjustments.
4. Change or establishment of combination districts.
5. Change or establishment of planned street lines and building lines.
6. Uses and structures permitted subject to conditional use permit by the planning commission.
7. Referrals—Land for public use or disposal.
8. General plan approval or amendments to the general plan.
9. Attachment or removal of temporary classifications, (e.g. "T", Tentative Improvement.)
10. Review of plans subject to architectural review, except as provided in Section 17.16.020, 17.16.030, and 17.56.010(J)f regarding director reviews.

D. Reserved.

(Prior code § 080.02)

(Ord. No. 1075, § 12, 6-10-15)

17.70.030 Planning director.

The planning director under the direction of the city manager, shall have the following powers and duties, subject to supervision and direction by the city council and planning commission as to matters of policy:

A. He or she shall prepare the general plan of the city and any extensions and modifications thereto.

B. He or she shall prepare all proposed zoning regulations and requirements, including the necessary districts or zones in connection therewith, and he shall prepare all maps, charts and diagrams which may be necessary or advisable in the making of such zoning regulations.

C. He or she shall make investigations and report on the design and improvements of all proposed divisions of land.

D. He or she shall investigate and make recommendations upon applications for those conditional use permits specified by ordinance for their jurisdiction or any similar administrative determination required by this chapter.

E. Subject to the provisions of this chapter, he or she shall investigate and make a recommendation upon applications for variances from the regulations and requirements of the chapter.

F. He or she shall determine, pursuant to procedures and limitations provided in this chapter, the proper classification of those uses not specifically listed in such ordinance.

G. He or she may adopt such rules as deemed necessary to carry out this Title and which are not in conflict or inconsistent therewith.

H. He or she may determine by interpretation the status and conditions of nonconformities, or may permit minor extensions under site plan approval or under certain conditions and limitations.

I. He or she shall have such additional powers and duties as may be imposed upon him by ordinance, or as may be assigned by the city manager.

(Prior code § 080.03)

(Ord. No. 1087, § 1, 5-25-16)

17.70.040 Reserved.

Editor's note(s)—Ord. No. 1087, § 2, adopted May 25, 2016, repealed former § 17.70.040 in its entirety which pertained to the office of zoning administration and derived from prior code, § 080.04.

17.70.050 General rules for processing applications.

A. Initiation. Applications to initiate consideration of planning and zoning matters may be made by a variety of persons or agencies, such as owners, bona fide lessees, the city planning commission or the city council. The specific types of are listed under the applicable procedures.

B. Applications—Form and Content.

1. Applications shall be made on a form prepared by the agency having jurisdiction. Additional verified information may also be required in accordance with provisions of this chapter and rules established by the authorized agency.

2. Applications shall be filed in person at the public counter of the department and must include payment of required filing fees.

C. Applications—Required Plan or Maps.

1. Applications may require inclusion of a zoning and land use map plus a verified list of property owners that are shown upon the records of the county assessor to be within the area of required notification. Specific requirements shall be as shown on the application and the requirements of notification.

2. Sets of plot plans of the property and tentative plans for any proposed building construction or structural changes may also be required. Photographs and other descriptive material are generally recommended.

D. Withdrawal of Application. Any applicant may withdraw an application at any time, provided the withdrawal is in writing and notification of public hearing has not been mailed. Any public hearing for which notification has been given shall be held, after which the withdrawal in writing of the application may be approved. If the withdrawal is accepted, the application shall be deemed null and void.

E. Public Hearings.

1. A public hearing is a session to receive original evidence or testimony on applications regulated by this chapter. These, when required, are held by the planning commission or city council, depending on the type of case involved.

2. The planning commission and city council meet in regularly scheduled sessions to discuss and rule on planning and zoning matters. At these public meetings, they may hear original evidence or testimony on applications where permitted or not prohibited by this chapter. In such cases, the meeting is also a public hearing.

3. Public hearings on matters under planning commission jurisdiction are generally conducted by a member of the planning department staff who shall investigate and prepare a report for the commission. The commission may conduct the public hearing if it so elects.

F. Notification of Public Hearing. A public hearing shall require notification of the time, place and purpose of the hearing in one or more of the ways listed below and as noted by reference under the specific procedure. Written notice provided in the ways listed below shall be provided in English and Spanish, or in such other language as may be required by law. Failure to provide written notice in any language other than English shall not affect the validity of any notice provided hereunder.

1. Newspaper. by at least one publication in a newspaper of general circulation in the city not less than ten (10) days prior to the date of the hearing.

2. Written Notice to Applicant and Surrounding Owners. By mailing written notice not less than twelve (12) days prior to the date of such hearing to the applicant and owners of all property within a three hundred-foot radius from the subject property. However, in the case of wireless communication facility applications under Chapter 17.86, the radius shall be five hundred (500) feet. Where seventy-five (75) percent or more of the property within the three hundred-foot or five hundred-foot radius is owned by the applicant, or is in public ownership, notification shall include all adjacent property owners.

3. Written Notice to Applicant and Adjacent Property Owners. By mailing written notice not less than twelve (12) days prior to the date of such hearing to the applicant and adjacent property owners or other persons on request.

4. Written Notice for Applications Governing Public Facilities. By written notice to the applicant not less than twelve (12) days prior to the date of such hearing. Additional notice to adjacent or surrounding residents is at the option of the agency having jurisdiction.

5. Posting. Posting of notification may be required for building line and planned street line procedures or for other cases at the discretion of the responsible agency. Upon written request of the agency having jurisdiction, an agent of the superintendent of public works shall post notices of public hearings not

less than twelve (12) days before the event. At least three notices, not more than three hundred (300) feet apart, shall be posted in front of each block or part of a block affected by the public hearing.

6. Notification of Subsequent Hearings. Notice of subsequent public hearings may be given at each preceding meeting, but additional written notice is not required.

G. Combined Procedures. The planning commission may hear or consider simultaneously multiple proposals for any matter under its jurisdiction if the procedural questions refer to the same property or to adjoining property under the same ownership.

1. If in such cases, only one notification of public hearing need be given concerning the proposals and all matters may be considered at one public hearing.

2. The property owners to be notified shall be the same ones that would be notified if each procedure was handled separately. Where time limits differ, the longer time periods shall govern.

3. If the planning commission approves either or all of the proposals under consideration, a recommendation or ordinance in conformity therewith shall be presented to the city council for required action or adoption concurrently.

4. The city council may also hear or consider simultaneously multiple proposals for any matter under its jurisdiction, if the procedural questions refer to the same property or to adjoining property under the same ownership. It is subject to rules of notification similar to those of the planning commission, where applicable.

H. Procedure for Conduct and Recordation of Public Hearing. Whenever a public hearing is conducted to receive original evidence or testimony, a written report and summary of the pertinent points presented at the hearing or a written determination, where applicable, shall be prepared by the person conducting the hearing.

1. Oaths. All testimony and statements of fact received at public hearings may be under oath.

(Prior code § 080.20)

(Ord. No. 1026, § 4, 1-12-11; Ord. No. 1176, § 2, 4-28-21)

17.70.060 Recommendations and determinations.

A. Findings. Each recommendation or determination shall be supported by written findings showing specifically how the recommendation or determination meets the criteria and requirements set forth in this chapter.

B. Record and Notice of Determination. The written findings and determination shall be attached to the file. A copy of the determination shall be mailed or delivered to the applicant, and where applicable to the building department. Additional copies may be sent to other interested parties on request.

(Prior code § 080.21)

17.70.070 Failure to act—Definition.

Failure to act by the planning commission within the specified time periods shall include a tie vote, inability to obtain a quorum, inability to obtain three concurring votes, nonperformance, or refusal to take action.

(Prior code § 080.22)

17.70.080 Appeals.

A. Procedure—Appeal.

1. An appeal shall stay all proceedings in furtherance of the action appealed from, pending its determination.

2. Before granting an appeal in whole or in part, the appeal body shall make written findings. First, setting forth specifically wherein there was error or abuse of discretion in the original determination; and secondly, making those findings required to support any new or revised determination of the matter. A determination on appeal shall be a de novo hearing based upon the evidence and testimony introduced at any previous hearing or hearings and the subsequent record, findings and recommendations or determinations.

3. If the appeal body fails to render a decision, the prior decision made at the lower level shall be the final decision.

B. Time Limit—Applicant's Filing of Appeal. Any valid appeal shall be filed by the applicant within fifteen (15) days after the date on which ~~notice of the determination was mailed~~ the decision being appealed was rendered, except that when the final day for filing an appeal falls on a Saturday, Sunday or legal holiday, the time for filing such appeal shall be extended to the close of business on the next succeeding working day. ~~Mailing of notice shall be as expeditious as practicable.~~

C. "Call-Up Appeal Procedure. Not later than fifteen (15) days after the date on which ~~notice of the determination was mailed~~the decision being appealed was rendered, the City Council or Planning Commission may "call-up" an action and decide to hear it on appeal, if it is the next direct level of appeal for a particular matter. "Calling-up" an action for appeal shall not require an application from the applicant, but shall require the written direction of at least two members of the city council or planning commission, whichever is applicable. Upon receipt of such written direction, staff shall process the appeal in the same way as an applicant-filed appeal.

(Prior code § 080.23)

(Ord. No. 1087, § 3, 5-25-16)

17.70.090 Calculation of time limit periods.

For the purpose of determining time limits applicable to procedures for appeal or transfers of jurisdiction, the last day of the prescribed period for filing the appeal or request shall be considered to be the first day of the proceedings.

(Prior code § 080.24)

17.70.100 Conformance to general plan.

A. All matters governed by this chapter shall substantially conform to the purposes, intent or provisions of the general plan. If any action of the planning commission or city council does not conform to the general plan, the recommendations and findings of the commission or council must contain valid reasons based upon sound planning and zoning principles and practices, for not conforming therewith.

B. Proposed zone changes have considerable potential influence on the effectuation of the general plan. Any recommendations for such changes if found to be not in conformance with the general plan and its phasing,

should not be permitted unless it is also found in writing wherein the general plan is in error or in need of change.

C. Long-Term Zone Districts—Conservation. To ensure the effectuation of the general plan, the city council may designate by ordinance, following recommendations by the planning commission, specific areas of the city where changes of zone from one classification to another classification of greater intensity shall not be permitted for a period of at least twenty (20) years. Such districts shall be subject to review at the call of the city council, every five years.

(Prior code § 080.25)

17.70.110 Zoning of annexed or unzoned areas.

A. All land or territory annexed to the city after the effective date of the ordinance codified in this chapter shall be immediately classified in the RA-ET zone unless the city council specifically determines otherwise by ordinance. The council may establish specific zoning by ordinance for land or territory to be annexed. Such an ordinance may be adopted concurrently with the annexation. Unless such specific zoning is established by ordinance, the zoning map shall be amended so as to indicate what land or territory is annexed as RA-ET, without additional proceedings.

B. Any land or territory in the city which is not indicated on the zoning map as being in any zone, shall be construed as being classified in the same zone as that existing on the side of the street opposite said land or territory, and the zoning map is amended to indicate said zone without additional procedure.

C. Where uncertainty exists as to the zone indicated on the map, such zone shall be determined by the planning commission by written decision.

(Prior code § 080.26)

17.70.120 Minor modifications.

A. Notwithstanding any provision of this Chapter 17.70 or Chapter 17.76 to the contrary, when the strict application of the zoning code results in practical difficulties or unnecessary hardships with respect to a particular piece of property which is not enjoying the privileges commonly enjoyed by other properties in the same vicinity and zone, where there are unique circumstances applicable to the site that merit some relief from zoning development standards and the deviation does not create an adverse impact on the surrounding neighborhood, and when it is in the public interest, the planning director may consider and render decisions on minor modifications in the provisions of this title, limited to the items listed below. No publishing, posting or mailing of notice is required, nor is a public hearing required.A minor modification permit is to provide for minor deviations from specific development standards of any zoning district.

B. Applicability. A minor modification permit may be approved by the planning director for deviations from a numerical development standards of any zoning district of up to ten percent (10%), except deviations from residential front yard hardscape coverage standards. Up to four (4) modifications per parcel shall be allowed and any minor modification decisions shall be reported to the Planning Commission and are subject to call-up appeal procedure.

1. Reduction of minimum lot area and/or lot dimensions, by not more than twelve (12) percent for up to twenty (20) percent of the lots in a subdivision. However, such modifications are not permitted for lot area in the R-O 6000 zone, and the dwelling unit on such a lot shall meet all setback and coverage requirements.

~~2. Reduction in front, side or rear yard setback by not greater than ten percent of code-required minimum.~~

~~3. Increase in fence height not greater than ten percent above code-required maximum.~~

~~4. Reduction in required off-street parking, by not greater than five percent of code-required minimum.~~

~~5. Increase in building height not greater than five percent above code-required maximum.~~

~~6. Modification of allowable sign area not greater than ten percent above Code-required maximum.~~

~~7. Modification of allowable paving and hardscape in the front yard of residential zones not greater than ten percent above code-required maximum.~~

~~8. Modification of allowable size of accessory structure not greater than ten percent above code-required maximum, and minimum distance between accessory structures and other buildings not greater than ten percent of code-required minimum, in the residential zones.~~

C. Approving authority. Minor modifications shall be administratively reviewed by the planning director unless combined with another application which requires approval by the planning commission or city council. ~~The director shall, not later than sixty (60) days from receipt of a complete application, render a decision and prepare written findings as to whether the minor modification meets the criteria of this section and notify the applicant by first class mail.~~ The director may deny, approve or approve the minor modification with conditions to protect the surrounding area.

D. Required Findings. The following findings shall be made by the decision-making authority prior to approval of a minor modification permit:

1. The proposed project will not be in conflict with, but will be in harmony with and in accordance with the objectives of the general plan.
2. The proposed project complies with the zoning regulations.
3. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.
4. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to properties or improvements in the vicinity.
5. The proposed project is located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area.

E. Appeals. Appeals to decision of minor modifications shall be reviewed pursuant to Section 17.70.080.

~~The director shall, not later than sixty (60) days from receipt of a complete application, render a decision and prepare written findings as to whether the minor modification meets the criteria of this section and notify the applicant by first class mail. The director may deny, approve or approve the minor modification with conditions to protect the surrounding area.~~

(Prior code § 080.65)

(Ord. No. 1087, § 4, 5-25-16)

17.70.130 Applicant Requests to Change Approved Applications.

Projects shall be developed in conformity with project approvals. If the applicant wishes to modify the project, as approved, the applicant shall submit revised plans and any other applicable information to the City for review by the Planning Director. The Director shall make one of the following determinations regarding the request:

1. Minor Modifications. If the Director determines that the modifications are minor the modification may be approved administratively.
2. Significant Modifications. If the Director determined that the modification is significant to warrant discretionary review then the modifications shall be referred to the final decision-making authority for the original project. Changes to original project conditions of approval added or modified by the decision-making authority during the original project approval shall be considered significant modifications and require discretionary review by the final decision-making authority.

Chapter 17.72 ARCHITECTURAL REVIEW

17.72.010 Architectural review.

A. Intent and Purpose. To provide flexibility in the placement and interrelationship of structures and uses subject to architectural review; to provide for the implementation of sound site plan design concepts while maintaining the overall intensity of land use and density of population; to review the site plan of those uses which are not intrinsically objectionable to the predominant use category of the district, but which have inherent characteristics which, if not properly handled, have potentials for becoming detrimental to the health, safety, or general welfare of the public, or to neighboring land uses; to determine whether or not a proposed development will properly comply with the architectural guidelines of the city and the provisions and development standards required by this chapter or as prescribed by the planning director, or other authorized agent; to improve the quality of development and to provide a mechanism whereby the city can insure well-designed development.

B. Submission of Site Plan. Any use, development of land, structure, building or modification of standards requiring the submission of a site plan for architectural review shall not be established, modified or otherwise altered. No certificate of occupancy shall be issued until all of the requirements of this section have been met. Continued conformance with such a plan and such requirements shall be a condition of any certificate of occupancy.

C. Required Plans or Documents.

1. A site plan for any use, development of land, structure, building or modification of standards that involves architectural review.

2. Such other forms or documents as are necessary to determine compliance with the provisions of this chapter or any conditions that the planning director or planning commission may impose in granting an approval of the requested use, development or modification.

D. Application Forms.

1. The planning director shall prescribe the form for applications and site plans, and the information to be included in the required site plan for architectural review.

E. Required Information. Applications involving architectural review shall contain site plans as set forth in Section 17.62.010.

1. Projects Subject to Pre-Application Review. All projects subject to pre-application review, pursuant to Section 17.77.020, shall complete the pre-application review process prior to submitting a formal development application. A copy of the pre-application review written report shall be submitted along with the application for architectural review.

F. Approving Authority and Basis for Approval of Architectural Review.

1. The director shall be the decision-making authority for the following projects:

a. ~~For Architectural Review involving (i) Not more than three~~New single family residences not exceeding three total units.~~pursuant to Section 17.16.030(C) and new one-family and two-family dwelling units pursuant to Section 17.18.030F1 (ii)~~

b. F~~f~~ive hundred (500) square feet of new multifamily residential square footage or less ~~or (iii)~~

c. New ~~two thousand (2,000) square feet of new~~ commercial/industrial projects of no more than two thousand (2,000) square feet.~~ootage or less, the planning director shall be the reviewing and approval authority. For all other architectural review, the planning commission shall be the approving authority.~~

d. New building construction, remodels, and landscape plans within an approved specific plan with architectural design standards.

2. The planning commission shall be the approving authority for all other architectural review.

3~~2~~. Development to comply with provisions of this chapter. Every use, development of land and application of development standards shall take place in compliance with all applicable provisions of this chapter.

4~~3~~. Compatibility with neighboring property. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, insure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan.

G. *Reserved.*

H. Action Upon Site Plans. The planning director or planning commission, whichever is applicable, acting upon any site plans offered for review as provided in this chapter, shall either:

1. Approve; or,

2. Approve with modification and conditions; or,

3. Disapprove the proposed site plan, development or modification as requested in the application.

I. Findings. Each determination granting architectural review approval shall be supported by written findings of fact showing how the determination meets the following criteria and requirements:

1. The proposed project is consistent with the General Plan;

2. The proposed project complies with zoning regulations;

3. The proposed project is consistent with the City's Design Guidelines;

4. The proposed development will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity; and

5. The proposed project is located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area.~~I~~

J. Notice of Action on a Site Plan.

1. Notification to the Applicant. The planning director shall notify the applicant by mail of the action taken on the application.

2. Appeal. In the event the applicant does not agree with the action taken on a site plan by the planning director or planning commission, he may appeal such decision (to the planning commission if a decision of the planning director, and to the city council if a decision of the planning commission). Such appeal shall be filed within fifteen (15) days after the date on which the determination was mailed. The decision of the city council shall be final.

K~~J~~. Expiration of Architectural Approval.

1. Architectural approval shall expire two (2) years from approval unless the applicant has: obtained a building permit; paid all applicable fees; commenced construction; and is diligently pursuing completion. A cessation of construction for a period of more than thirty (30) consecutive days shall be presumed to be nondiligent.
2. The architectural review approval that has been granted, but not been exercised within two years, may be renewed for three one-year time extensions only if an application stating reasons for renewal is filed with the planning director at least ten (10) days prior to one two years after the effective date of the architectural review approval. The original approving authority for the architectural review (planning director or planning commission) shall render a decision regarding an extension. In the event that the planning director or planning commission acts to grant a time extension for the architectural approval, the planning director or planning commission may impose any reasonable conditions on the architectural approval as a condition of its renewal. In the event that such additional conditions are not acceptable to the applicant and/or owner, the planning director or planning commission shall deny the time extension request.
3. The criteria for granting a two year extension are:
    a. No significant change has occurred in the surrounding neighborhood;
    b. The project conforms to existing and any new building and zone requirements;
    c. A request for the extension is properly filed with the planning director ten (10) days or more prior to expiration; and
    d. The applicant states upon affidavit the reasons requiring an extension and such other criteria as the planning department shall set forth in the application.
4. The planning director or planning commission shall grant the extension if good cause is set forth in the application.

(Ord. 1004-(2) § 3, 2008; prior code § 080.10)

(Ord. No. 1195, § 14, 7-27-22)

Chapter 17.76 VARIANCES

17.76.010 Variances.

A. Intent and Purpose. To prevent or to lessen practical difficulties and unnecessary physical hardships; to remedy disparity of privilege, nor to permit a use substantially inconsistent with the limitation upon other properties in the same zone and vicinity, nor to grant relief from self-imposed hardships.

B. Definition—Variances. "Variances" are adjustments in the application of this chapter to avoid practical difficulties and unnecessary hardships with respect to a particular piece of property which is not enjoying the privileges commonly enjoyed by other properties in the same vicinity and zone. A practical difficulty or unnecessary physical hardship may result from the size, shape or dimensions of a site, or because of the location of existing structures on the site, or from setbacks or building lines, or from geographic, topographic or other physical conditions on the site or in the immediate vicinity.

C. Authority of the Director. Subject to the provisions of this chapter, the planning director shall investigate and either make a recommendation or render a decision supported by findings on applications for variances as follows:

1. Major Variances from Development Standards. The planning director may recommend to the planning commission variances from the following development standards: fences and walls, site area, width, frontage, depth, coverage, floor area ratio, yards, height of structures, distance between structures and off-street parking and loading facilities, signs and enclosures or screening.

2. Variances from industrial performance standards not permitted.

3. Minor ~~Variances/~~Modifications from Land Use Standards. The planning director may grant minor ~~variances/~~modifications from certain land use standards pursuant to Section 17.70.120 of this title.

4. Use Variances. A variance which could essentially permit a change to a use not permitted by the district regulations controlling the applicant's property shall not be permitted.

D. Initiation. Owners or bona fide lessees of the affected property.

E. Public Hearing—Notification. Public hearings for major variances (those not subject to Subsection (C)(3)) are required. Notification shall be given in accordance with Section 17.70.050(F).

(Prior code § 080.60)

(Ord. No. 1087, § 7, 5-25-16)

17.76.020 Determinations.

A. Types of Determinations. The planning commission shall consider the reports, recommendations, and any evidence presented, and its determination may take the following forms:

1. Approval of the application as filed or amended.

2. Modification of the Application. Determination may include granting of a change other than that requested, but any such change must be of equal or lesser intensity than that originally requested.

3. Disapproval of the application.

4. Action postponed. (Time extension agreed to if necessary.)

5. Failure to act.

B. Findings. Each determination granting a variance shall be supported by written findings of fact showing specifically how the determination meets the following criteria and requirements:

1. That the strict application of the provisions of this chapter would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter;

2. That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity;

3. That such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the. same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question;

4. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located, and;

5. That the granting of the variance will not adversely effect any element of the general plan.

C. Conditions. In granting the permissible variance, the commission may attach such additional conditions and safeguards as are deemed necessary to protect the surrounding area including, but not limited to the following:

1. Requirement of yards greater than the minimum required by this chapter.

2. Requirement of screening of parking, recreation or storage areas or other portions of the subject property from adjoining premises or from any street by walls, fences, plantings or other devices.

3. Modification of the exterior features or appearance of any structure where necessary to preserve property values.

4. Limitation of size and extent of facilities, machine capacity, number of employees or occupants, and method or times of operation.

5. Regulation of number, design and location of access drives or other traffic features.

6. Requirement of off-street parking or other special features beyond the minimum required by this chapter or applicable codes or regulations.

7. Utilities.

8. Control of location, number, color, size, height, lighting and landscaping of signs and structures as related to traffic hazards and appearance in harmony with surrounding development and community.

9. Maintenance of the grounds, landscaping and irrigation system.

10. Regulation of noise, vibration, odors and other similar performance standards.

11. A time period within which the proposed variance shall be utilized plus any specified period for the life of the variance.

12. A bond or deposit of money for completion of street improvements and other facilities or to guarantee the change or removal of any designated use or structure within a specified period of time, to assure faithful performance on the part of the applicant.

13. Regulation of fences and/or walls shall pertain to the height thereof, materials used and visibility through and around said fence and walls.

D. Time Limits—Determination. The commission shall make determination within sixty (60) days of the filing date or such longer period up to an additional sixty (60) days as may be mutually agreed upon in writing between the commission and the applicant.

E. Effective Date—No Appeal Filed.

1. If no appeal is filed, the determination of the commission shall become effective upon the close of the appeal filing period (fifteen (15) days).

2. If an appeal is filed, see Section 17.70.070.

3. If the commission fails to act on the matter, see Section 17.70.070.

(Prior code § 080.61)

17.76.030 Transfer of jurisdiction.

A. Commission Fails to Act. If the commission fails to act within the sixty-day prescribed time period or after any authorized extension period, the applicant may file a request for transfer of jurisdiction. The request shall be filed by mail, or at the public counter of the department within ten (10) days from the expiration of the authorized time period. The commission shall forward the application, with the file and any relevant information to the council for determination of the original application. If the applicant fails to file a request for transfer of jurisdiction, the original application shall be deemed denied and is not subject to appeal.

B. Procedure—Transfer of Jurisdiction. When a matter is transferred the council shall be governed by the same procedural and time requirements as apply to an original proceeding. When the council assumes jurisdiction, the commission shall lose jurisdiction in the matter. The director shall make such investigations and furnish such reports as the council may request. However, the matter may be remanded by the council in which case the commission shall regain jurisdiction. If the file is remanded, the time period shall not exceed that allowed to the council on transfer. If after a remand and expiration of the time specified, the commission still fails to act, the original application shall be deemed denied and is not subject to appeal.

C. Council Fails to Act. If the council fails to act on a variance application transferred to it, the original application shall be deemed denied and no appeal may be taken.

D. Effective Date—Transfer of Jurisdiction.

1. If the case was determined by the commission on remand and there was no appeal, decision is effective on the expiration of the appeal filing period (fifteen (15) days).

2. If the case was determined by the council, its decision is final ~~on the date of mailing of its determination and findings~~the date the decision was rendered ~~to the applicant~~.

(Prior code § 080.62)

17.76.040 Appeals to the council.

A. Appellants. An appeal may be filed by the applicant, by any person aggrieved, or by any officer, board, department or bureau of the city.

B. Procedure—Appeal.

1. When an appeal is filed, the commission shall transmit its record of the matter to the council.

2. If the original applicant or the appellant wishes to offer into the proceedings any new evidence or testimony, a written summary stating why such evidence or testimony could not have been presented during the original consideration shall be filed. If the council determines that such evidence could not reasonably have been presented earlier and is of such nature as might reasonably have led to a different determination, the matter shall be remanded to the commission. The commission shall reopen the matter and make a determination before expiration of the time period allotted to the council.

3. If the planning commission fails to act on remand after appeal, the matter is deemed denied and is not subject to further appeal.

C. Time Limit—Council Action. The council shall act on appeals concerning variances within sixty (60) days or within such extended period of time up to an additional sixty (60) days, as may be mutually agreed upon by the applicant or the appellant and the council.

D. Council Failure to Act on Appeal. If the council fails to act on an appeal concerning variances within the time limit specified, the action of the planning commission on the matter shall be final.

E. Effective Date—Appeal.

1. A determination by the council on appeals concerning variances shall become effective on the date ~~of mailing of the council's determination~~the decision was rendered.

2. A determination by the commission on remand is not subject to appeal and shall become effective on the date ~~of mailing of the determination~~the decision was rendered.

(Prior code § 080.63)

17.76.050 Post-determination procedures.

A. Expiration of Variance.

1. A variance shall expire and shall become void one year following the date on which the variance became effective, unless prior to the expiration of one year, a building permit is filed and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.

2. A variance that has not been exercised may be renewed for an additional period of one year if an application stating reasons for renewal is made prior to one year after the effective date of the variance.

B. Revocation of Variance. A variance that has been exercised may be revoked by the commission if one or more conditions are not complied with. An appeal from the commission's decision to revoke a variance may be taken to the council, subject to provisions of Section 17.76.030. The council's decision is final.

C. Permits—Building Department. Upon the effective date of any variance authorization and subject to all conditions thereof, the building department may issue permits.

D. Variances Granted Prior to Effective Date.

1. All use variances granted and exercised prior to the effective date of this chapter, plus subsequent amendments, may be continued provided no new structure is erected, no existing structure is enlarged and no existing use is extended.

2. If any use variance granted prior to the effective date of this chapter has never been exercised or if once exercised and the use or development authorized has been discontinued or removed from the premises for a period of at least six months, such variance shall no longer be of any force and effect, and, the respective ordinance granting such variance is repealed.

E. Change of Conditions and Minor Extensions. A subsequent change in the conditions of a variance which has been granted by the commission may be authorized by the planning director without a hearing, provided the change does not increase the density, nor decrease the number of parking stalls, nor substantially alter the intensity of operation beyond what was originally approved by the commission.

F. Reapplication—Variance. At least one year shall have elapsed since the effective date of disapproval of the application or revocation of variance before filing a new application seeking substantially the same variance for any of the same property.

(Prior code § 080.64)

(Ord. No. 1087, § 8, 5-25-16)

Chapter 17.77 PRE-APPLICATION REVIEW

17.77.010 Intent and purpose.

The purpose of a pre-application review includes the following:

A. To achieve better projects through early consultation between city staff and project proponents;

B. To notify the city's executive staff of major projects that have significant impacts on the community;

C. To coordinate reviews of projects among city staff, city departments, and outside agencies;

D. To familiarize project proponents with the regulations and procedures that apply to the project;

E. To provide project proponents with an early indication of whether a proposed development will be recommended for approval by staff;

F. To avoid significant investment in the design of a project without preliminary directions from city staff; and to identify issues that may arise during review of the projects (e.g., conformance with applicable design guidelines, conformance with goals, policies, and objectives of the general plan, environmental requirements and possible recommended mitigation measures, possible recommended conditions of approval, and requirements for public improvements).

(Ord. 1004-(2) § 4 (part), 2008)

17.77.020 Applicability.

A. Pre-application review shall be required for projects subject to one or more of the following approvals:

1. Projects involving a specific plan adoption, specific plan amendment, or planned development overlay;

2. Projects involving a general plan amendment, or change of zone;

~~3. Projects involving new construction of more than five thousand (5,000) square feet of commercial or institutional building area if not within the boundaries of an adopted specific plan;~~

~~4. Projects involving four or more dwelling units;~~

5. New construction of more than five hundred (500) square feet of building area within the boundaries of the Pueblo Viejo Master Plan;

6. New construction located within the boundaries of an adopted specific plan, if the review is required by the director;

7. Projects involving service stations, auto repair facilities, car washes, drive-thru businesses, auto dismantling, salvage yards, and outdoor storage uses;

8. New construction of more than ten thousand (10,000) square feet of industrial building area;

9. Land uses involving a conditional use permit in the industrial zones;

10. Street vacations;

11. Water reservoirs and wastewater treatment plants;

12. Subdivisions of land involving five or more lots.

B. Optional Review. A project proponent may voluntarily submit a request for a pre-application review for any project involving a discretionary land use entitlement, change of zone request, or a tentative map.

C. Director-Required Review. The director reserves the right to require pre-application review for any project involving multiple-agency coordination and discretionary land use entitlements, where the proposed land uses have the potential to cause adverse impacts upon surrounding property owners. The director shall issue findings in writing requiring pre-application review, pursuant to this subsection.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.030 Procedure.

A. Procedure. Once the director determines that a request for pre-application review is complete, the director or designee shall process the request in the following manner.

1. Submittal Requirements. All requests for pre-application review shall be accompanied by a form to be provided by the community development department, twelve (12) copies of a site plan as specified in Chapter 17.62 of this title, and the required processing fee. Additional graphic materials may be requested by the director as part of the initial review of the pre-application submittal.

2. Notice. The director or designee shall send a written notice, with a project description and copy of site plan, to all affected city departments, outside agencies and special districts, informing of the time and place of the scheduled pre-application review.

3. Meeting. The pre-application review shall be conducted at a meeting in which the applicant for a project is invited and city departments and outside agencies are in attendance.

4. Scheduling. The director shall set the time and place of the pre-application review meeting, to be conducted within three weeks of receipt of a complete application.

5. Responsible Staff. The city manager, or designee, shall determine which city departments and outside agencies shall participate in the pre-application meeting. The director shall designate the staff person(s) responsible for scheduling and conducting the pre-application meeting.

6. Written Report. A written report from the director outlining the results of the pre-application review shall be provided to the applicant within thirty (30) days of the meeting. The written report shall be distributed to the city manager and executive staff, and shall be attached to the formal development application.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.040 Pre-application review meeting.

A. Case Manager. The city manager shall appoint a case manager for the project, which shall be the primary liaison responsible for overseeing the project through the city's review and approval process. The case manager may be from the planning staff, economic development staff, public works staff, or redevelopment/housing staff, depending on the major entitlements needed and/or areas of expertise required for processing of the project.

B. Coordination. The staff person assigned to conduct the meeting shall provide an overview of procedures, introduce the case manager assigned to the project, engage the applicant and agencies in discussion, and conclude the meeting. At the initiation of the meeting, the applicant shall present a brief overview of the development proposal. All staff and agencies shall be prepared to discuss the proposal in detail and identify any major issues that may arise if the proposal is processed.

C. Duration. The meeting shall be limited to one hour in duration. If additional time is required, this can be arranged at an additional cost to the applicant. If, at the end of the session, the status of certain issues remains unresolved, staff shall identify those issues and/or include any additional recommendations or study requests specified in the written report.

D. Disclaimer. Neither the pre-application meeting, the written report, nor information or pertinent policies provided by the city departments shall be construed as a city recommendation for approval or disapproval of the application/project.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.050 Contents of written report.

A. Report Contents. The written report required under Section 17.77.030(A)(6) shall contain a letter from the director and copies of all staff and agency comments on the development proposal that were received as part of the pre-application review. Although the contents of the written report will depend on the type of proposal, its proposed location, the background information provided by the applicant, and other factors, the report shall generally provide the applicant with the following types of information:

1. Any applications which must be filed to process the proposal as well as any timing requirements associated with filing such applications. Applications which may be required include but are not limited to the following: general plan amendments, specific plans, changes of zone, and tentative maps.
2. Any special studies which must be filed to process the proposal as well as any timing requirements associated with filing such special studies. Special studies which may be required include but are not limited to the following: fiscal impact, private debt burden, biological, archeological, paleontological, geological, flood, traffic, air quality study and noise studies.
3. Any special plans which must be filed to process the proposal. Special plans which may be required include but are not limited to the following: conceptual grading plans, parks improvement plans, construction staging plans, dust control plans, and streetscape elevation renderings.
4. Current fees including but not limited to the following: application fees, mitigation fees (e.g., signal mitigation fees or area drainage fees), and special district fees administered by the city (e.g., MSHCP fees, TUMF fees).
5. Any major environmental issues associated with the proposal, including the possible need for an EIR subject to the anticipated environmental assessment.
6. Any major design considerations associated with the proposal (e.g., grading and drainage design, ingress/egress designs, limitations on density, requirements for public parks).
7. The availability of water, sewer, and fire flow rate.
8. The concerns remaining for the proposal, if any.
9. The changes that staff will require before making an approval recommendation, or a statement that an approval recommendation will not be made given the proposal's present configuration.
10. Findings required for the necessary permit or approval.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.060 Validity of agency comments.

A. Agency Comments. No issues other than those identified in the written report shall be raised by staff during processing of the development proposal unless there are changed circumstances or new information identified during the processing of entitlement applications. The written report shall be valid for two years from the date thereof, unless a shorter period is specified in the written report.

B. Changed Circumstances. Notwithstanding the provisions of this section, where the director, department head, or agency representative subsequently determine that conditions have changed or that the existing information does not fully address all significant concerns, staff may require an additional study or studies not specified in the pre-application written report. Similarly, city and special district policies may change during the report's two year life, and policy recommendations, which were valid when the written report was issued, may or may not be valid when the development proposal is filed and processed. In such cases, the development application will be subject to City and special district policies in effect at the time of filing or hearing, whichever is appropriate. State and federal policies and laws unknown or not effective at the time of pre- application review may also affect the subsequent application.

C. Amended Recommendations. Notwithstanding the provisions of this section, the written report shall not in any manner whatsoever bind any city hearing body and shall not preclude such hearing body from requiring additional information or studies or from making additional recommendations in the course of the decision making process.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.070 Revisions.

A. Revisions. The pre-application written report shall apply to the development proposal described in the request for pre-application and discussed at the pre-application review meeting. Substantial revisions to the proposal after issuance of the written report which do not conform to the agency comments shall invalidate the written report.

B. New Project. To process a substantially revised proposal, a new request for pre-application review and new fee will be required of the applicant. For purposes of this section, the director shall determine whether or not revisions made are substantial and constitute a new project.

(Ord. 1004-(2) § 4 (part), 2008)

ORDINANCE NO. 1220

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17, ZONING, AMENDING CHAPTERS 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, AND 17.77 TO AMEND ZONING DISTRICT PERMITTED USES, DEVELOPMENT STANDARDS AND DEVELOPMENT REVIEW PROCESS. CITY-INITIATED.

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

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, implement the General Plan and modify Zoning Ordinance to address new changes required by State Law; and

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

WHEREAS, on November 20, 2024 the Planning Commission held a duly noticed public hearing to review the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

WHEREAS, on December 11, 2024 the City Council held a duly noticed public hearing to review the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

SECTION 1. Incorporation of Recitals. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. Amendment to Municipal Code Title 17, Zoning, is hereby amended as identified in Phase 2 Streamline Code Amendments Exhibit A and:

- Amnesty Program: Establishing an amnesty program for existing unpermitted residential driveway canopies constructed prior to December 2022 and subject to obtaining a building permit and required inspections. **Canopies cannot exceed 20 feet in width under the amnesty program.**

SECTION 3. CEQA Analysis. The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 2 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

PASSED, APPROVED, AND ADOPTED this 22nd of January, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos Campos, Best Best & Krieger LLP
City Attorney

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: 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.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1220 to amend Coachella Municipal Code (C.M.C.) chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, and 17.77 to modify zoning district permitted uses, development standards and development review process.

BACKGROUND:

On December 14, 2022 Planning Division staff identified to the Coachella City Council a work program to update the Coachella Municipal Code Title 17, Zoning, to streamline the development review process, create more flexibility in development standards, and modify Zoning Ordinance to address new changes required by State Law. Staff has identified Code Amendments as follows:

- Sidewalk Vending: Adopt amendments to address SB 946 allowing cities, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street if requirements are directly related to objective health, safety, or welfare concern.
- Housing Law Updates: Revise residential zoning standards to address new State housing law related to flexibility for construction of accessory dwelling units (ADUs) and SB 9 (Atkins) that requires cities to apply a ministerial review process for eligible development of up to two principal dwelling units on a parcel in a single-family residential zone.
- Residential Front Yard Structures: Revise requirements for residential front yards that would permit certain structures to encroach into the front yard setback such as covered vehicle canopies over residential driveways.
- Parking Standards: Revise commercial parking requirement to be commensurate with parking standards in surrounding Coachella Valley cities and allow for applicant initiated parking studies as a method to identify projected parking demand for proposed uses and reduce parking below minimum parking requirements if warranted. Staff will further

evaluate the merits of eliminating minimum parking requirements.

- Sign Ordinance: Revise sign ordinance to only permit freestanding signs in association with multi-tenant commercial centers. The existing sign ordinance permits a 25-foot high freestanding sign for any business.
- Special Events: Establish a new permitting mechanism for a range of allowable special events in the Zoning Ordinance.
- Residential Block Walls: Revise residential development standards to allow for front yard obscuring block walls in the front yard that would accommodate courtyards and front yard pools subject to aesthetic performance standards.
- Commercial Landscape Maintenance: Revise requirements for commercial landscape maintenance responsibilities to ensure landscape areas subject to approved landscape plans are maintained in a first class condition.
- Architectural Review Permit Findings: Currently no findings are identified in the Zoning Ordinance for the approval of Architectural Review permits.
- Minor Variances: Modify minor variance provisions that allow for administrative variances to allow for more flexibility from a numeric development standard by as much as 20% without strict variance findings.
- ADU Ordinance: Relocate ADU regulations as its own separate chapter in the municipal code and update the ordinance to comply with State ADU requirements. Revise ADU regulations to clarify approval, parking, and architectural requirements.

The proposed amendments would modernize the Coachella Municipal Code, allow greater flexibility in development standards, improve aesthetics of residential neighborhoods and commercial centers, streamline the development review process, and establish performance standards for energy efficiency and heat island reduction.

The Planning Commission at the regular meeting of September 4, 2024 requested the amendments be reviewed at a study session on September 19, 2024 and October 16, 2024. The Planning Commission on November 20, 2024 recommended that the City Council approve the proposed code amendments with modifications that include:

- Reducing the minimum setback of an accessory structure from 10 to 5 feet from the sides or wall planes of any other structure. (Chapter 17.60 Development Standards)
- Allowance of canopies intended to provide cover for Recreational Vehicles within residential side yard setbacks. (Chapter 17.60 Development Standards)
- Establishing an amnesty program for existing unpermitted residential driveway canopies constructed prior to December 2022 and subject to obtaining a building permit and required inspections. (The December 2022 was selected as a threshold due to the availability to check condition of residential front yards on online street view platforms).

DISCUSSION/ANALYSIS:

Planning staff prepared code amendments to the Coachella Municipal Code and proposes several Municipal Code Amendments to Title 17, Zoning to streamline the Zoning Ordinance as follows:

Planned Unit Developments (Chapter 17.38)

- All Zoning Districts. Extends ability for a planned unit development (PUD) application across all zoning districts. The current ordinance limits planned unit developments to residential districts. Staff believes this change would promote flexibility and creativity for new development projects across all zoning districts. The City of Palm Springs allows for a planned unit development across all zoning districts.

- Procedure. The procedures for a planned unit development would be amended by removing the need for a PUD overlay zone and would only require approval of a conditions use permit (CUP). The City of La Quinta currently allows PUDs with approval of a CUP.

- Public Benefit. The new PUD standards would require a public benefit to offset impact of the exception from development standards which may include affordable housing, on-site public amenities, or off-site improvements. The current PUD standards allow for flexibility in development standards without any consideration of a public benefit.

Development Standards (Chapter 17.60)

- Front Yard Wall: This would allow front yard courtyards in single-family zones by allowing a 6-foot-high wall built to front property line subject to findings related to design, materials, and health/safety considerations. The current wall standard requires that wall may not obscure view to the front yard.

  The Planning Commission discussed at the October 16, 2024 study session the following:
  - Consider requiring a landscape maintenance agreement with residents that propose a courtyard.
  - Courtyard door width at a size that does not facilitate passage of vehicles for storage in a courtyard.
  - Use code language of front yard wall heights up to 6 feet.
  - Provide conceptual courtyard styles.
  - Consideration of courtyard allowances extended only for pre-2000 homes. This was not included the final amendments.

- Front Yard Pool and Spa: Allows a front yard pool and spa with construction of a courtyard. The current standards prohibit front yard pools and spas.

- Driveway Trellis: Established development standards for a single-family driveway canopy as follows:

  - Height. Maximum height of 12 feet
  - Coverage: 60% total driveway coverage or 400 square feet in area, whichever is less.
  - Setbacks: 5 feet from side property lines and no encroachment into public right of way.

  Driveway canopies are not permitted in the C.M.C. but have proliferated as unpermitted structures throughout the city.

  The Commission discussed at the October 16, 2024 study session the following, which are

incorporated into the code amendments:

- Offer three different architectural styles for single family residential driveway canopies or conceptual drawings for canopies to ensure they are compatible with the community.
- Consider criteria for neighborhoods where a driveway canopy would be permitted with criteria such as neighborhood age and limitations on homes with garage converted into accessory dwelling units (ADUs). The code amendment revisions would allow a driveway canopy for homes built prior to the year 2000 and would not allow canopies for garages at dwelling that have been converted into an ADU or living space.
- Educate residents on ordinance amendments.
- Pre-fab structures not preferred. Code amendments have been revised to require custom built structures.
- Safety consideration of the structure.
- Consider an amnesty program for existing canopies.

Administration Generally (Chapter 17.70)

- Appeals. Modify requirement of the application decision appeal date from 15 days on which the decision was made, rather than current standards that identifies the appeal date from when the notice of determination was mailed.

- Minor Modification Permit. Allow for minor modifications by 10% of any numerical development standard with approval of a minor modification permit with a limit of 4 modifications per land parcel without the requirement of variance hardship findings. The existing minor modification regulations of Section 17.70.120 is classified as a minor variance requiring variance hardship findings.

  The Commission discussed at the October 16, 2024 study session the following, which are incorporated into the code amendments:

  - Administrative level decisions on minor modifications shall be reported to the Planning Commission to allow the opportunity to call-up the item. This was included in revised code amendments.

  - Not apply to front yard hardscape requirements. This was included in revised code amendments.

- Applicant Requests to Change Approved Applications. Establishes a process for project modifications by an applicant where the Planning Director may approve minor modifications if deemed minor by the Director. Any modification not considered minor shall require approval by the final decision-making authority that considered the project.

Architectural Review (Chapter 17.72)

- Architectural Review Findings. Establishes findings for granting architectural review approval.

Residential Districts (R-R Rural Rancho Chapter 17.11, S-N Suburban Neighborhood Chapter 17.13, G-N General Neighborhood Chapter 17.14, U-N Urban Neighborhood 17.15)

- Agricultural Uses. Add existing commercial agricultural activity as a permitted use.

- Energy Efficient Design and Heat Island Reduction Strategies. Requires energy efficient design and heat island reduction strategies for residential development to implement General Plan Policy 2.2 (Energy efficient building and site design strategies) and Policy 4.5 (Heat island reduction strategies). (S-N and G-N zones only)

- Perimeter Landscape Setback. Established a 10-foot minimum perimeter landscape setback for residential developments and an average 20-foot perimeter landscape setback. This is a common setback for Coachella Valley cities. A shade standard of 30 percent of landscape area is required. (R-R Chapter 17.11, R-E Chapter 17.12, S-N, G-N zones only)

- California Native Species. Requires California native plant and tree species in at least 40 percent of required landscape areas. (S-N and G-N zones only)

- Perimeter Rear-facing Building Variation. Require single-family dwellings greater than 1 story with rear elevations with frontage along perimeter streets to include structural variation. (S-N and G-N zones only)

- Vista Santa Rosa equestrian and agricultural themed improvements. Requires equestrian themed improvements modeled after the Vista Santa Rosa design guidelines at project perimeters along Avenue 50, Avenue 52, Van Buren Street, Avenue 53, Avenue 54 South of Avenue 50 to include equestrian rail fencing, agrarian lighting, signage, 10-foot-wide decomposed grant trail and date palms planted 20 feet on center. (S-N, G-N, and R-C zones only)

- Proactive Circulation Design. Residential projects with new proposed streets shall incorporate circulation design to minimize traffic speeds and reduce the need for speed bumps. (S-N and G-N zones only)

C-N Neighborhood Commercial Zone (Chapter 17.24)

- Remove building size limits. Remove the limit of 10,000 square feet for single commercial building floor area and 35,000 square feet for multi-tenant retail building floor area. The current building limits make many existing commercial buildings nonconforming structures.

- Cesar Chavez Street Sidewalk Improvements. Sidewalks shall be constructed at a minimum nine (9) feet for new development projects.

- New Cesar Chavez Street Development. New development on the Cesar Chavez Street Corridor shall demonstrate compliance with the Improving Neighborhood Connections Along Coachella's Harrison Street Corridor report.

C-N Neighborhood Commercial, C-G General Commercial and R-C Regional Commercial Zones (Chapters 17.24, 17.26, and 17.28)

- Agricultural Uses. Add existing commercial agricultural activity as a permitted use.

- Landscape Maintenance. All landscape areas shall be maintained consistent with approved landscape plans. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

- Rooftop Screening. Requires mechanical equipment to be screened.

- Energy Efficient Design and Heat Island Reduction Strategies Require Energy Efficient Design and Heat Island Reduction Strategies for Commercial and Residential Development to implement General Plan Policy 2.2 (Energy efficient building and site design strategies) and Policy 4.5 (Heat island reduction strategies).

The Commission discussed at the October 16, 2024 study session the following:

- Requirement of pressure washing along commercial building frontages, which was added to the code amendments.

M-S Manufacturing Zone (Chapter 17.30)

- Permitted Uses. Adds existing commercial agricultural activity and nurseries as permitted uses.
- Conditional Uses. Adds hotels as a conditional use on building sites along frontage of Major or Primary Arterials.

The proposed amendments would provide much needed updates to the Coachella Municipal Code. Staff requests that the City Council review and consider the alternatives listed below.

ALTERNATIVES:

1) Adopt Ordinance No. 1220 (ZOA No. 24-02), second reading, to amend Coachella Municipal Code chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, 17.7 to amend zoning district permitted uses, development standards and development review procedures.

3) Deny the ordinance.

4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1.

Attachments:

1. Ordinance No. 1220 (ZOA No. 24-02) second reading
   Exhibit A - Redlines of Code chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, 17.77

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: 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)

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1218, second reading, to implement a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks in qualifying City parks, parcels in downtown zones (DT-PV and TR-PV Zones).

BACKGROUND:

On March 13, 2024 the City Council adopted Ordinance No. 1209 establishing sidewalk vending regulations in compliance with SB 946. The requirements of the Riverside County Environmental Health have been challenging for sidewalk vendors to obtain a County health permit and the City currently does not allow mobile food trucks without a special event permit. The City recently sponsored the Coachella Container Park on Grapefruit Boulevard, which is a private enterprise and a City approved location for sidewalk vendors and food trucks. The Healthy Food Truck Permit Pilot program would allow a limited number of mobile food trucks subject to incorporating healthy menu items as encouraged in the City of Coachella General Plan Community Health and Wellness Element. The program will further enhance economic opportunities by creating unique and healthy culinary experiences in the Coachella Downtown and at existing date farms.

The Planning Commission reviewed the proposed ordinance at a study session November 6, 2024 and provided feedback that includes:

- Allow food trucks in City parks earlier than 5 p.m. when sports activities are occurring.
- Allow for live music associated with food trucks in eligible Downtown zone properties.

On November 20, 2024, the Planning Commission recommended to the City Council adoption of the program with modifications that include:

- Allowing food trucks at the Avenue 53 soccer park near Armtec
- Standard accessible restrooms may be permitted instead of executive restrooms

.

Since the Planning Commission meeting planning staff consulted with the Public Works Director

and it is recommended that the food truck program not include the Avenue 53 soccer park since it is not a City park managed by the City of Coachella or have the availability of restrooms.

DISCUSSION/ANALYSIS:

The Coachella Healthy Food Truck Pilot Program 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 City is working with the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch and Coachella Blue Zones initiative in order to develop criteria for a healthy food truck. 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 such as eating seasonal fruits and vegetables, whole grains, beans, and nuts; using plant-based oils; reducing sugar and dairy and increasing plant-based options. It also includes guidelines and recommendations on optimizing the food environment and eating experience and promoting health options. The efforts would complement the Coachella Blue Zones initiative with the aim of improving health outcomes by including simple guidelines for how the world's longest-lived people ate for most of their lives.

The Coachella Healthy Food Truck program requirements for City Parks and the Downtown Zones 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

ALTERNATIVES:

1) Adopt Ordinance No. 1218 (ZOA No. 24-03), second reading, to establish a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks in qualifying City parks, parcels in downtown zones (DT-PV and TR-PV Zones). Not including "Avenue 53 soccer park."

2) Deny the proposed ordinances.

3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1. The pilot program is a limited term and would accomplish the following:

- Serve as an intermediary path for sidewalk vendors to brick and mortar businesses
- Provide healthy food options to Coachella residents in compliance with the Coachella Health and Wellness Element
- Encourage more visitors to the Coachella Downtown in a unique setting that enables property owners to curate a culinary experience

Attachments:

1. Ordinance No. 1218 ZOA No. 24-03 Coachella Healthy Food Truck Permit Pilot Program - City Parks and Downtown and Downtown Transition Zones

ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ESTABLISHING A PILOT PROGRAM FOR HEALTHY FOOD TRUCK PERMITS AT CERTAIN CITY PARKS AND DOWNTOWN (DT-PV) AND DOWNTOWN TRANSITION (TR-PV) ZONED PROPERTIES DIRECTLY SURROUNDING COACHELLA VETERANS' MEMORIAL PARK. CITY-INITIATED.

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

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, implement the General Plan and modify Zoning Ordinance to address new changes required by State Law; and

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

WHEREAS, on November 20, 2024 the Planning Commission reviewed the ordinance; and

WHEREAS, at the said non-hearing item, the Planning Commission recommended that the City Council approve this Ordinance; and

WHEREAS, on December 11, 2024 the City Council reviewed the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

SECTION 1. <u>Purpose</u>

The purpose of this ordinance is to establish a pilot program for healthy food truck permits on Downtown Transition (DT-PV) and Downtown Transition (TR-PV) District zoned private properties surrounding Coachella Veterans' Memorial Park and at other City of Coachella parks,

with the goal of providing accessible, nutritious food options for residents and visitors, in alignment with American Heart Association's nutritional standards or Coachella Blue Zones Food Guidelines. The program shall be temporary, lasting for a period of four (4) years. Healthy food trucks in the Downtown Transition District are intended to encourage establishment of long-term brick and mortar businesses on the same property.

SECTION 2. Definitions

For the purposes of this ordinance, the following definitions shall apply:

1. "Mobile food truck" means a licensed, motorized vehicle, including any legally attached trailer, used in conjunction with the service of a commissary, or other permanent food facility upon which prepackaged or approved non-prepackaged food is sold, offered for sale or otherwise distributed as retail.
2. **"**Healthy Food Truck" A mobile food truck that provides a menu where at least 25% of food and beverage items meet the nutritional standards set forth by the Blue Zones Food Guidelines and Blue Zones Restaurant Pledge, with an emphasis on nutritional guidelines such as eating seasonal fruits and vegetables, whole grains, beans, and nuts; using plant-based oils; reducing sugar and dairy and increasing plant-based options. It also includes guidelines and recommendations on optimizing the food environment and eating experience and promoting health options.

SECTION 3. Eligibility for Healthy Food Truck Permit

To qualify for a permit under this ordinance, a food truck must meet the following criteria:

1. **Menu Requirements**: The food and beverage items offered must meet the nutritional standards that align with Blue Zones Food Guidelines and Blue Zones Restaurant Pledge,
    - Offer plant-based foods (vegetables, beans, whole grains, fruits, nuts, tofu, quinoa).
    - Include at least one vegetable per dish.
    - Use 100% whole-grain versions of pasta, pizza, tortillas, and cereals.
    - Offer at least one Blue Zones® Inspired entrée meeting Healthy Dish Guidelines.
    - Provide half-size portions of top-selling entrées.
    - Price plant-based protein entrées lower than meat entrées.
    - Offer whole grain alternatives to refined-grain options.
2. **Blue Zones Project Compliance**
    - Source at least three fruits/vegetables from local farms (within 400 miles).
    - Offer water for self-service and healthy beverage alternatives.
    - Serve salad dressings and condiments on the side.
    - Allow customers to request grilled, baked, or broiled options instead of fried.
    - Optimize menu design to highlight healthy options.
    - Train staff quarterly on healthy food initiatives.
    - Prohibit smoking near food trucks.
3. **Location Requirements**: A permit for a mobile food truck shall not be approved unless the following are met:

- A maximum of one (1) mobile food truck on an individual developed lot surrounding Veteran's Memorial Park along Vine Street, 4th Street, and Orchard Street in the Downtown (DT-PV) and Downtown Transition (TR-PV) Zoning District and more than one mobile food truck on lots or sites greater than 11,500 square feet. Properties with existing residences are permitted to locate a food truck along the frontage of the property and subject to plot plan review by the Development Services Department.
- No more than two (2) mobile food trucks are allowed stationed around a public park or within the park parking lot at a minimum of 50 feet from street intersections as approved by the Public Works Director (Dateland Park, Bagdouma Park, Rancho Las Flores Park).
- No more than one (1) mobile food truck is allowed stationed around De Oro Park, Sierra Vista Park, Library Park at a minimum of 50 feet from street intersections
- No more than one (1) mobile food truck is allowed stationed at the City of Coachella Civic Center or Corporate Yard.

4. **Compliance and Verification**: Food truck operators must submit a detailed menu with nutritional information to the City of Coachella for approval by the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch prior to receiving a permit. RUHS will conduct regular inspections to ensure compliance with these standards throughout the permit period.

SECTION 4. Operational requirements.

A mobile food truck shall comply with the following:

1. **Area maintenance**. The lot in the Downtown and Downtown Transition Zone used by the mobile food truck shall be kept free of any debris or trash. Mobile food trucks at parks shall maintain a 20 foot radius kept free of any debris or trash.
2. **No onsite consumption area**. Except for shade covers or awnings that provide shade for customers waiting for food for a mobile food truck at City parks, no tables or chairs shall be placed on the lot.
3. **Amplified sound**. No loudspeaker systems, or other device(s) designed to amplify sound are allowed on the lot or associated with the mobile food truck without a special event permit. Live music is permitted associated with operation of a mobile food truck in eligible DT-PV and TR-PV Zoned sites.
4. **Signage**. All signage shall comply with chapter 17.56, sign regulations of this title. Additionally, air flyers and sign twirlers are prohibited on the Lot.
5. **Lights**. All temporary outdoor lighting shall be shielded or downward facing.
6. **Location safety**.
   1. Mobile food trucks shall be located at least fifteen (15) feet from any fire hydrant, utility box or vault, public right of way, emergency vehicle route, internal drive aisle, tree canopy or pedestrian pathway.
   2. Mobile food trucks shall not operate within a five-foot radius of another mobile food truck.
   3. Mobile food trucks shall not otherwise be located within any area of the lot that obstructs pedestrian or vehicle traffic.

7. **No alcohol or sale of controlled substances**. The sale or soliciting the sale of any alcoholic beverages or controlled substances from a mobile food truck is strictly prohibited.

8. **Waste disposal**.

    1. No mobile food truck shall cause or dispose of oil, grease, or waste on the lot.

    2. Wastewater generated on-site shall not be released on-site or into the storm drainage system.

10. **Parking**. Overnight parking or storage of the mobile food truck at a park is prohibited.

11. **Display of permit**. A mobile food truck shall possess and at all times display in clear view a certified copy of its current environmental health decal and grade card issued by the department of environmental health and approved healthy food truck permit.

12. **Trash receptacles**.

    1. At least one visible trash receptacle for use by customers shall be placed within twenty (20) feet of the mobile food truck operation.

    2. Unless the property owner has provided for a permitted dumpster, all trash receptacles shall be removed once the mobile food truck operation has ceased each day.

13. **Restrooms**. In accordance with Section 114315 of the California Retail Food Code, mobile food trucks stopped to conduct business for more than one hour, shall operate within two hundred (200) feet of an approved, readily available and functioning restroom facility. If the restroom is within a business, the mobile food truck operator must submit with the plot plan application, written permission from the business owner providing the hours the restroom facilities are being made available for use by the food service workers. Accessible portable toilet facilities with handwashing stations may satisfy this requirement.

14. **Federal, state, and local laws and regulations**. Mobile food trucks shall comply with all other applicable federal, state and local laws and regulations.

SECTION 5. <u>Permit Duration and Renewal</u>

1. **Permit Duration**: Permits issued under this pilot program shall be valid for one (1) year, with an option to renew annually for the duration of the four (4)-year pilot program, subject to compliance with the terms of this ordinance.
2. **Temporary Nature**: The pilot program will expire at the end of four (4) years from the date this ordinance takes effect. No new permits will be issued after the expiration of the pilot program unless the City Council takes action to extend or modify the program.
3. **Hours of Operation**: Food trucks in the Downtown Transition zone are limited to operating evenings commencing at 5 p.m. and concluding at 12 a.m. Food trucks operating in qualifying parks are limited to operating weekdays evenings commencing at

5 p.m. and concluding at 10 p.m. and on weekends commencing at 8 a.m.and concluding at 10 p.m.

SECTION 6. Approval Requirements

The planning director shall approve a healthy food truck permit for DT-PV and TR-PV zones if all of the following are met:

1. The mobile food truck operation complies with the requirements set forth in this article;
2. Written consent from the lot owner allowing the mobile food truck to operate on the lot has been provided to the planning director;
3. An environmental health permit has been issued for the mobile food truck by the department of environmental health;
4. Inspection of the mobile food truck has been completed by the county fire marshal; and
5. There is no pending code enforcement action on the lot or site.

The City Manager or designee shall review all application requests for the operation of healthy food truck permits in City parks with preference to mobile food trucks with menus that exceed established healthy food truck nutritional standards and verifiable local procurement consistent with the Coachella Health and Wellness Element. The City Manager or designee shall approve a healthy food truck permit if all of the following are met:

1. The mobile food truck operation complies with the requirements set forth in this article;
2. Written consent from the lot owner allowing the mobile food truck to operate on the lot has been provided to the planning director;
3. An environmental health permit has been issued for the mobile food truck by the department of environmental health;
4. Inspection of the mobile food truck has been completed by the county fire marshal; and
5. There is no pending code enforcement actions;
6. The requested City park in the application does not exceed the number of permitted mobile food trucks.

SECTION 8. Revocation of Permit

The City reserves the right to revoke a food truck’s permit for failure to comply with the provisions of this ordinance, including failure to maintain the required percentage of healthy menu items or operating outside of designated private properties.

SECTION 8. CEQA Analysis.

The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 1 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The

Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

SECTION 9. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 10. Effective Date.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption and remain in effect for the duration of the four-year pilot program unless otherwise amended or repealed.

PASSED, APPROVED, AND ADOPTED this 22nd of January, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steven Hernandez, Mayor
City of Coachella

ATTEST:

_____
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

_____
Carlos Campos, Best Best & Krieger LLP
City Attorney

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

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

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STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1219, second reading, to implement a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks in active date farms.

BACKGROUND:

On March 13, 2024 the City Council adopted Ordinance No. 1209 establishing sidewalk vending regulations in compliance with SB 946. The requirements of the Riverside County Environmental Health have been challenging for sidewalk vendors to obtain a County health permit and the City currently does not allow mobile food trucks without a special event permit. The City recently sponsored the Coachella Container Park on Grapefruit Boulevard, which is a private enterprise and a City approved location for sidewalk vendors and food trucks. The Healthy Food Truck Permit Pilot program would allow a limited number of mobile food trucks subject to incorporating healthy menu items as encouraged in the City of Coachella General Plan Community Health and Wellness Element. The program will further enhance economic opportunities by creating unique and healthy culinary experiences in the Coachella Downtown and at existing date farms.

The Planning Commission reviewed the proposed ordinance at a study session November 6, 2024 and provided feedback that includes:

- Flexibility with alcohol service at date farm food trucks. The ordinance presented at the study session only permitted alcohol service with scheduled farm to table experiences.
- Consider allowing phased parking improvements at date farm food trucks.

On November 20, 2024, the Planning Commission recommended to the City Council adoption of the program with modifications that include:

- Allow a maximum of 3 food trucks at date farms
- Standard accessible restrooms may be permitted instead of executive restrooms
- Allow outdoor open grilling or asadero style grilling at date farms.

Since the Planning Commission meeting planning staff consulted with the Public Works Director and it is recommended that the food truck program not include the Avenue 53 soccer park since it

is not a City park managed by the City of Coachella or have the availability of restrooms.

DISCUSSION/ANALYSIS:

The Coachella Healthy Food Truck Pilot Program 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 City is working with the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch and Coachella Blue Zones initiative in order to develop criteria for a healthy food truck. 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 such as eating seasonal fruits and vegetables, whole grains, beans, and nuts; using plant-based oils; reducing sugar and dairy and increasing plant-based options. It also includes guidelines and recommendations on optimizing the food environment and eating experience and promoting health options. The efforts would complement the Coachella Blue Zones initiative with the aim of improving health outcomes by including simple guidelines for how the world's longest-lived people ate for most of their lives.

The Coachella Healthy Food Truck program requirements for date farms are outlined below:

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.
- On-Sale Alcohol service permitted with approval of a Conditional Use Permit.
- Planning Commission approval is required as a non-hearing item

ALTERNATIVES:

1) Adopt Ordinance No. 1219 (ZOA No. 24-03), second reading, to establish a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks at active date farms.
2) Deny the proposed ordinances.
3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1. The pilot program is a limited term and would accomplish the following:

- Serve as an intermediary path for sidewalk vendors to brick and mortar businesses

- Provide healthy food options to Coachella residents in compliance with the Coachella Health and Wellness Element

- Establish a visitor experience in Coachella date gardens, Coachella Date Trail/Coachella Ruta de Datil, with mobile food truck businesses traditionally not permitted in an agricultural setting

Attachments:

1. Ordinance No. 1219 ZOA No. 24-03 Coachella Healthy Food Truck Permit Pilot Program - Healthy Food Truck Permit Ordinance – Date Farms

ORDINANCE NO. 1219

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ESTABLISHING A PILOT PROGRAM FOR HEALTHY FOOD TRUCK PERMITS AT ACTIVE COACHELLA DATE FARMS. CITY-INITIATED

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

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, implement the General Plan and modify Zoning Ordinance to address new changes required by State Law; and

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

WHEREAS, on November 20, 2024 the Planning Commission reviewed the ordinance; and

WHEREAS, at the said non-hearing item, the Planning Commission recommended that the City Council approve this Ordinance; and

WHEREAS, on December 11, 2024 the City Council reviewed the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

SECTION 1. Purpose.

The purpose of this ordinance is to establish a pilot program for healthy food truck permits at active date farms zoned with the goal of providing accessible, nutritious food options for residents and visitors in areas that lack food service location, in accordance with the standards in alignment with American Heart Association's nutritional standards or Coachella Blue Zones Food Guidelines and celebrating the agricultural heritage of the City of Coachella. The program shall be temporary, lasting for a period of four (4) years. The healthy food trucks in the date

farms are intended to encourage establishment of long-term food service and visitor opportunities on the same property.

SECTION 2. Definitions.

For the purposes of this ordinance, the following definitions shall apply:

1. "Mobile food truck" means a licensed, motorized vehicle, including any legally attached trailer, used in conjunction with the service of a commissary, or other permanent food facility upon which prepackaged or approved non-prepackaged food is sold, offered for sale or otherwise distributed as retail.
2. “Healthy Food Truck” A mobile food truck that provides a menu where at least 25% of food and beverage items meet the nutritional standards set forth by the Blue Zones Food Guidelines and Blue Zones Restaurant Pledge, with an emphasis on nutritional guidelines such as eating seasonal fruits and vegetables, whole grains, beans, and nuts; using plant-based oils; reducing sugar and dairy and increasing plant-based options. It also includes guidelines and recommendations on optimizing the food environment and eating experience and promoting health options.

SECTION 3. Eligibility for Healthy Food Truck Permit.

To qualify for a permit under this ordinance, a food truck must meet the following criteria:

1. Menu Requirements: The food and beverage items offered must meet the nutritional standards that align with Blue Zones Food Guidelines and Blue Zones Restaurant Pledge,
    - Offer plant-based foods (vegetables, beans, whole grains, fruits, nuts, tofu, quinoa).
    - Include at least one vegetable per dish.
    - Use 100% whole-grain versions of pasta, pizza, tortillas, and cereals.
    - Offer at least one Blue Zones® Inspired entrée meeting Healthy Dish Guidelines.
    - Provide half-size portions of top-selling entrées.
    - Price plant-based protein entrées lower than meat entrées.
    - Offer whole grain alternatives to refined-grain options.
    - The menu shall offer a minimum of one (1) signature food offering with date ingredients or offer the direct sale of date fruits.
2. Blue Zones Project Compliance
    - Source at least three fruits/vegetables from local farms (within 400 miles).
    - Offer water for self-service and healthy beverage alternatives.
    - Serve salad dressings and condiments on the side.
    - Allow customers to request grilled, baked, or broiled options instead of fried.
    - Optimize menu design to highlight healthy options.
    - Train staff quarterly on healthy food initiatives.
    - Prohibit smoking near food trucks.
3. **Location Requirements**: A permit for a mobile food truck shall not be approved unless the following are met:

- A maximum of **three (3)** mobile food truck on a parcel one (1) acre or greater that is under active date farm production with a minimum of 30 live date palm trees subject to plot plan review by the Development Services Department.

4. **Compliance and Verification**: Food truck operators must submit a detailed menu with nutritional information to the City of Coachella for approval by the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch prior to receiving a permit. RUHS will conduct regular inspections to ensure compliance with these standards throughout the permit period.

SECTION 4. <u>Operational requirements</u>.

A mobile food truck shall comply with the following:

1. **Area maintenance**. The lot used by the mobile food truck shall be kept free of any debris or trash.
2. **Onsite consumption area**. Tables and chairs may be placed on individual lots subject to plot plan review.
3. **Amplified sound**. No loudspeaker systems, or other device(s) designed to amplify sound are allowed on the lot or associated with the mobile food truck.
4. **Signage**. All signage shall comply with chapter 17.56, sign regulations of this title. Additionally, air flyers and sign twirlers are prohibited on the Lot.
5. **Lights**. All temporary outdoor lighting shall be shielded or downward facing.
6. **Location safety**.
   1. Mobile food trucks shall be located at least fifteen (15) feet from any fire hydrant, utility box or vault, public right of way, emergency vehicle route, internal drive aisle, tree canopy or pedestrian pathway.
   2. Mobile food trucks shall not operate within a five-foot radius of another mobile food truck.
   3. Mobile food trucks shall not otherwise be located within any area of the lot that obstructs pedestrian or vehicle traffic.

7. **Waste disposal**.

   1. No mobile food truck shall cause or dispose of oil, grease, or waste on the lot.

   2. Wastewater generated on-site shall not be released on-site or into the storm drainage system.

8. **Parking**. Adequate on-site parking shall be provided and illustrated on a plot plan with driveways for ingress and egress and adequate dust control measures. In-lieu of impervious surface improvements the applicant may propose compacted decomposed granite or other permeable surfaces subject to a maintenance program approved by the City Engineer.

9. **Display of permit**. A mobile food truck shall possess and at all times display in clear view a certified copy of its current environmental health decal and grade card issued by the department of environmental health and approved healthy food truck permit.

10. **Trash receptacles**.

    1. At least one visible trash receptacle for use by customers shall be placed within twenty (20) feet of the mobile food truck operation.

    2. Unless the property owner has provided for a permitted dumpster, all trash receptacles shall be removed once the mobile food truck operation has ceased each day.

11. **Restrooms**. In accordance with Section 114315 of the California Retail Food Code, mobile food trucks stopped to conduct business for more than one hour, shall operate within two hundred (200) feet of an approved, readily available and functioning restroom facility. If the restroom is within a business, the mobile food truck operator must submit with the plot plan application, written permission from the business owner providing the hours the restroom facilities are being made available for use by the food service workers. ~~Executive~~ **Accessible** portable toilet facilities with handwashing stations may satisfy this requirement.

12. **Accessory Retail Pop-Ups**. The applicant may be permitted to include accessory retail pop-up businesses in designated areas of the mobile food truck plot plan and subject to a City business license.

13. **Activity Areas**. The applicant shall include a minimum of one (1) activity areas (examples: cornhole, horsehoes, Giant Jenga). Organized activities such as group crafts, group work outs or yoga may be permitted and shall be described in the application.

14. **Outdoor Asador Style Grilling.** The applicant may be permitted to conduct accessory outdoor open grilling subject to review on the permit plot plan and County of Riverside Environmental Health permits**.**

15. **Federal, state, and local laws and regulations**. Mobile food trucks shall comply with all other applicable federal, state and local laws and regulations.

SECTION 5. <u>Permit Duration and Renewal</u>.

1. **Permit Duration**: Permits issued under this pilot program shall be valid for one (1) year, with an option to renew annually for the duration of the four (4)-year pilot program, subject to compliance with the terms of this ordinance.
2. **Temporary Nature**: The pilot program will expire at the end of four (4) years from the date this ordinance takes effect. No new permits will be issued after the expiration of the pilot program unless the City Council takes action to extend or modify the program.
3. **Hours of Operation**: Mobile food trucks operating on a date farm are limited to operating at 7 a.m. and concluding at 10 p.m.

SECTION 6. <u>Approval Requirements</u>.

The Planning Commission shall approve a date farm healthy food truck permit and plot plan as a non-hearing item if all of the following are met:

1. The mobile food truck operation complies with the requirements set forth in this article;
2. Written consent from the lot owner allowing the mobile food truck to operate on the lot has been provided to the planning director;
3. An environmental health permit has been issued for the mobile food truck by the department of environmental health;
4. Inspection of the mobile food truck has been completed by the county fire marshal; and
5. There is no pending code enforcement action on the lot.

SECTION 7. Revocation of Permit.

The City reserves the right to revoke a food truck's permit for failure to comply with the provisions of this ordinance, including failure to maintain the required percentage of healthy menu items or operating outside of designated private properties.

SECTION 8. CEQA Analysis.

The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 1 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

SECTION 9. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 10. Effective Date.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption and remain in effect for the duration of the four-year pilot program unless otherwise amended or repealed.

PASSED, APPROVED, AND ADOPTED this 22nd of January, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steven Hernandez, Mayor
City of Coachella

ATTEST:

_____
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

_____
Carlos Campos, Best Best & Krieger LLP
City Attorney

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT: 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.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment #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.

BACKGROUND:

The total cost to complete improvements for this project is an amount of $9,250,000, currently there is a reimbursement agreement between CVAG and The City of Coachella to provide funding with the regional share of 75% (CVAG) for an amount $6,937,500 of the total cost. The Project is among the Top 10 projects listed in the 2015 Transportation Project Prioritization Study (TPPS).

The City is the lead agency for this proposed work. The project will widen the existing street and construct concrete curb and gutter, and landscape median islands within areas where none exists between Calhoun Street and Cesar Chavez Street. The finished project will complete the planned widening of Avenue 50 to two traffic lanes in each direction, and include pedestrian, bicycle and drainage facilities. Phase 1 of the Avenue 50 widening project will include Calhoun Street to Pavon Palma and Phase 2 of the project will be from Avenida De Oro to Cesar Chavez Street.

DISCUSSION/ANALYSIS:

On October 9, 2019 City Council authorized an agreement with KOA Corporation for professional design services. The consultant has completed the environmental document and finalized project scope, which includes right-of-way acquisition. Phase 1 of the Avenue 50 widening project is currently under construction and phase 2 is in design. Due to increasing R/W costs the City is seeking additional funds to complete this project.

City Staff recommends authorizing the amendment for KOA to provide grant writing services for the 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant. The Office of the Secretary (OST) posted the U.S Department of Transportation (DOT) FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program on November 1, 2024. The funding application is due at 11:59 pm EST on January 30, 2025.

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department's Strategic Plan and in executive orders. The FY 2025 RAISE BIL funds have appropriated $1.5 billion. The DOT will distribute these funds on a competitive basis in a manner consistent with the selection criteria.

FISCAL IMPACT:

Funding for these services will be reimbursed at the rate previously specified of 75% CVAG ($26,208.75), and 25% City ($8,736.25) from Measure A funds. No fiscal impact to FY 24/25 budget.

ATTACHMENTS:

1. Amendment No. 4 to the Professional Services Agreement
2. Amendment Proposal

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COACHELLA AND KOA CORPORATION Project ST-93

THIS FOURTH AMENDMENT (''Amendment") is made and entered into as of January 22, 2025 by and between the City of Coachella (''City") and KOA Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:

   a. On or about October 9th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of $545,360 for project ST-93.

   b. On or about November 10th, 2021 the City and Consultant entered into that certain agreement entitled "First Amendment" between the City and Consultant in the amount of $71,680.

   c. On or about October 12, 2022 the City and Consultant entered into that certain agreement entitled "Second Amendment" between the City and Consultant in the amount of $16,344.

   d. On or about June 28,2023 the City and Consultant entered into that certain agreement entitled "Third Amendment" between the City and Consultant in the amount of $46,640.00.

   e. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment. Section 3.1.2, Term, of the Agreement is hereby amended in its entirely to read as follows:

   3.1.2 Term. The term of this Agreement shall be from June 28, 2024 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 established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

   Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirely to read as follows:

   "3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit ''A'' at the rates set forth in Exhibit ''B'' attached hereto and incorporated herein by

reference. The total compensation shall not exceed **Seven Hundred Fourteen Thousand Nine Hundred Sixty-Nine Dollars ($714,969.00)** without written approval of the City's representative. 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. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

By:_____
City Manager

KOA CORPORATION.

By:_____
Min Zhou, Chief Executive Officer/President

Approved as to form:

By: _____
City Attorney

Attest:

By:_____
Delia Granados, Deputy City Clerk

2141 W. Orangewood Avenue, Orange, CA 92868
T: (714) 573-0317 | F: (714) 573-9534 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO

A LOCHNER COMPANY

December 18, 2024

Jaime Arroyo
Grants Manager
City of Coachella
53462 Enterprise Way
Coachella, CA 92236

Proposal to Provide Grant Writing Services through the 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant

Dear Mr. Arroyo:

KOA Corporation (KOA) appreciates the opportunity to submit this proposal to the City of Coachella (City) to prepare one revised grant application, updated for the 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding program for Avenue 50. KOA will also prepare a new Benefit Cost Analysis (BCA) for the project. Michael Nilsson will serve as Principal-in-Charge, and Jacque Henrikson will serve as Project Manager. The scope of work is provided on the following page for review by the City of Coachella (Client), followed by a fee estimate. Please let us know if you have any questions or comments regarding this letter proposal.

Sincerely,

KOA | A Lochner Company

Michael Nilsson, AICP CTP

Principal, Director of Planning

Avenue 50 RAISE 2025 Grant Application
City of Coachella
December 18, 2024

SCOPE OF WORK

The KOA team will conduct the following efforts to prepare one RAISE application for Avenue 50:

- Document formatting for the overall application submission, including the main narrative and any associated attachments
- Pull relevant items related to the Avenue 50 project that KOA/Lochner staff has previously worked on for inclusion into the RAISE grant narrative and BCA
- Schedule and attend a project kick-off meeting (virtual) with the City to confirm key project components critical to the development of the RAISE grant application
- Attend coordination meetings (virtual) with the City to ensure application components are incorporated into the final grant application
- Preparation of required forms and Letter of Support Template
- Preparation of a new Benefit-Cost Analysis (BCA) for the project, based on available data (either publicly available or provided by the city) and following USDOT guidelines
- Review content from previous grant applications and update information as necessary to include within the updated RAISE application. It is assumed that most of the content and materials for the project narratives (including project description, budget, merit criteria, and project readiness) will be repurposed for this project from prior federal and/or state application(s) for the Avenue 50 project. Most of the revisions to the application narratives will involve minor updating.

The City will provide drafts of the following information for KOA to incorporate and update into the application format to ensure adherence to grant guidelines, positioning the City well for funding:

- Graphics from other grant applications (or other City-related efforts) relevant to the project
- Materials from previously submitted applications (or other City-related efforts) relevant to the project
- CEQA/NEPA information

The City will lead in the production of the following items:

- Standard forms that require signature from City staff
- Coordination for letters of support from local and regional agencies
- Application submission to USDOT, with assistance from KOA if needed

DELIVERABLES AND SCHEDULE

The KOA team will advise the City on revisions to the project grant application with the following milestones.

- The KOA team will set up and participate in up to four coordination calls with the City.
- The final application is to be completed by January 28, 2025. This will enable the City to submit in advance of the January 30, 2025 due date.

MEETINGS

Up to four virtual meetings (including the project's kick-off coordination calls) will be scheduled by KOA with City staff through the development and submission of the application. Meeting topics will include data/information needs and draft and final application review.

FEE ESTIMATE

KOA estimates a $34,945 lump sum fee to complete the required task items for the RAISE grant application. $24,753 in fee will be required to develop the draft BCA and grant application narrative (Task 1) while an additional $10,192 in fee will be utilized for a final BCA and grant application narrative for submission to USDOT. KOA will prepare and submit a separate addendum to account for Task 2 in January 2025. If additional services are required beyond the fee estimate table presented below, the City and KOA will come to an agreement recorded in email before the work commences.

City of Coachella Grant Writing Services: 2025 RAISE Grant Application Hours & Fee by Task		Principal		Project Manager		Planner III		Planner II		Planner I		Grant Total	
Task No.	Task Name	$347		$263		$189		$168		$147			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	Draft BCA and Draft Grant Application	4	$1,388	26	$6,838	31	$5,859	32	$5,376	36	$5,292	129	$24,753
2	Final BCA and Final Grant Application	2	$694	12	$3,156	12	$2,268	12	$2,016	14	$2,058	52	$10,192
	Total	**6**	**$2,082**	**38**	**$9,994**	**43**	**$8,127**	**44**	**$7,392**	**50**	**$7,350**	**181**	**$34,945**

AUTHORIZATION

The signature on the following page indicates acceptance of this proposal and authorization to proceed.

The person signing and executing this contract for Client represents and warrants that he or she is duly authorized and has legal capacity and actual authority to bind the Client to each and every term, condition and obligation of this Contract and that all requirements of the Client have been fulfilled to provide such actual authority. **By signing below, Client agrees with the terms and conditions attached hereto and hereby made a part of this agreement.**

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number

d

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award construction agreement to Superb Engineering for the Westerfield Retention Basin Landscape Improvements, City Project No. 111924, for $245,530.14.

STAFF RECOMMENDATION:

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

EXECUTIVE SUMMARY:

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

	Contractor	Bid Amount
1	Superb Engineering, Inc.	$245,530.14
2	Vintage Associates, Inc.	$280,000.00
3	Three Peaks Corp	$284,464.00
4	Marina Landscape, Inc.	$284,997.50
5	David Ollis Landscape Development	$297,616.00
6	Kormex Construction, Inc.	$299,355.00
7	GC Landscaping & General Construction	$441,352.00

Staff recommends award of a construction agreement to Superb Engineering, in the amount of $245,530.14, for the Westerfield Retention Basin Landscape Improvements, City Project No. 111924. The project will landscape one retention basin, located at the corner of Westerfield Way/Calle Adobe.

FISCAL IMPACT:

The recommended action will not have a negative fiscal impact on the budget. Funds for the identified improvements are available in the fund balance for the corresponding LLMDs and Proposition 1 turf removal grant funding.

Attachments:

Proposed Construction Agreement

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), is made and entered into this 22nd day of January, 2025, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the "City" and Super Engineering, Inc., with its principal place of business at 2947 West Lincoln Street Unit 105, Banning, California, 92220 sometimes hereinafter called "Contractor."

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

ARTICLE 1. SCOPE OF WORK.

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

WESTERFIELD RETENTION
BASIN LANDSCAPE IMPROVEMENTS
CITY PROJECT NO. 111924

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

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall commence on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **35 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Hundred Forty-Five Thousand Five Hundred Thirty Dollars and Fourteen Cents ($ 245,530.14)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$1,500.00** for each and every Working Day of delay beyond

the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture, if the Project Improvements are not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The “Contract Documents” include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Drug-Free Workplace Certification
Asbestos-Free Material Certification
Recycled Content Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Technical Specifications
Addenda
Construction Plans and Drawings
City of Coachella Standard Specifications and Procedures (June 2007)
City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
Standard Specifications for Public Works Construction “Greenbook” (2018), Except Sections 1-9
Standard Plans for Public Works Construction “Greenbook” (2018)
Caltrans Standard Specifications (2018), except Division 1
Caltrans Standard Plans (2018)
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

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

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

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at **http://www.dir.ca.gov** and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

By: _____
City Manager

ATTEST:

By: _____
Delia Granados, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

SUPERB ENGINEERING, INC.

IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

PALM SPRINGS LIFE

2025 Event Proposal

IN PARTNERSHIP WITH

Palm Springs
Art Museum

HOCKNEY + YOU

An Art Experience and Love Story



BY PA[illegible]RSON

HOCKNEY + YOU

An Art Experience and Love Story

OVERVIEW

Palm Springs Life will be producing a series of educational community events aligned with Palm Springs Art Museum's exhibition of *David Hockney: Prints from the Collection of Jordan D. Schnitzer and His Family Foundation* with the aim of accomplishing the following goals:

- Educate children across the valley on the work of David Hockney by providing an interactive art experience.
- Engage the entire community, adults, and children alike.
- Increase awareness of the exhibition and drive student visitation (at no cost) to Palm Springs Art Museum to view *David Hockney: Prints from the Collection of Jordan D. Schnitzer and His Family Foundation.*

Palm Springs Life to produce 4 community events throughout the Coachella Valley where students of all ages will have the opportunity to learn about David Hockney's work with a dedicated curriculum and art experience.

EVENT ACTIVATIONS

— To take place in select cities throughout the Coachella Valley.

Cities include:

- Coachella
- La Quinta
- Palm Desert
- Palm Springs

CURRICULUM AND ART EXPERIENCE TO INCLUDE

— Oversize Student Workbook:

- Workbook to provide each student the opportunity to learn about David Hockney through written word and visuals.
- Workbook to have pages for each student to create their own interpretation of Hockney's work. Art supplies to be supplied to each student with educational instructors for each age group.
- Students invited to submit art pieces from their workbook for display on large exhibit walls at select library locations / throughout the Coachella Valley.
- Student art walls will remain on display throughout the exhibition.

— Palm Springs Art Museum:

- With museum approval, each student will receive a free pass to see *David Hockey: Prints from the Collection of Jordan D. Schnitzer and the Schnitzer Family Foundation*.

— Student Outreach:

- *Palm Springs Life* will manage outreach to the various school districts and key partner organizations to facilitate all aspects of planning and coordination.
- Student outreach communication to be created in Spanish and English and distributed to schools and select community partners.

— Media:

- *Palm Springs Life* to develop and execute a robust integrated public relations effort to secure media coverage before, during and following the events.

— Event Coordination:

- *Palm Springs Life* will be the primary media partner for the project and manage editorial content to support community outreach and promotions.

SPONSORSHIP

JOIN US BY SUPPORTING AN IMPORTANT COMMUNITY EVENT

Hockney + You will make art accessible to everyone — especially our community's children. Help to underwrite this very special experience with sponsorship that includes valuable benefits.

HOCKNEY + YOU

An Art Experience and Love Story

CITY PARTNER SPONSORSHIP

• City of Coachella listed as a sponsor of Hockney + You (all 4 activations) — Value: $3,000

• Half page ad in March 2025 Palm Springs Life — Value: $3,020

• City of Coachella name or logo on event signage four valley locations — Value: $2,000

• City of Coachella name or logo on event on print and digital promotions — Value: $2,000

• Included on all public relations / media efforts — Value: $1,000

• Mentioned in the Palm Springs Life editorial coverage – in print and digital — Value: $2,000

• CODA Gallery invited to attend the event with your guests — Value: $1,500

TOTAL VALUE: $14,520

FEE: $5,000 (or $3,500 without Palm Springs Life ad).





HOCKNEY + YOU

An Art Experience and Love Story



PALM SPRINGS LIFE

DIRECTOR OF BUSINESS DEVELOPMENT

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STAFF REPORT
January 22, 2025

TO: Honorable Mayor and City Council Members

FROM: Risseth Lora**,** Public Information Officer
Carlos Campos, City Attorney, Best Best & Krieger LLP

SUBJECT: Request for Sponsorship from Palm Springs Life in Partnership with Palm Springs Art Museum for $5,000

RECOMMENDATION:

It is recommended that City Council consider co-sponsoring a series of educational community events aligned with Palm Springs Art Museum's exhibition of *David Hockney: Prints from the Collection of Jordan D. Schnitzer and His Family Foundation* in the amount of $5,000.

BACKGROUND:

This staff report presents the 2025 Event Proposal titled Hockney + You, An Art Experience and Love Story which aims to accomplishing the following goals:

- Educate children across the valley on the work of David Hockney by providing an interactive art experience.
- Engage the entire community, adults, and children alike.
- Increase awareness of the exhibition and drive student visitation (at no cost) to Palm Springs Art Museum to view *David Hockney: Prints from the Collection of Jordan D. Schnitzer and His Family Foundation.*

ANALYSIS:

The City of Coachella's partnership with Palm Springs Life and the Palm Springs Art Museum in this program will accomplish two goals: providing a hands on, educational experience for Coachella students of all ages about David Hockney's work through a community event at Veterans' Memorial Park, and continuing the narrative about Coachella's deep art culture which has been central to the marketing message for Coachella over the past couple of years. The City of Coachella carried out a similar sponsorship with Palm Springs Life in partnership with Palm Springs Art Museum titled "El Paseo Jewelers Warhol in the Park" back in 2018.

FISCAL IMPACT

The cost of this sponsorship totals $5,000 (valued at $14,500); these funds are available in the current approved budget and will not have a fiscal impact.

ATTACHMENT

2025 Hockney Event Proposal

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

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

STAFF RECOMMENDATION:

Staff recommends that the City Council considers awarding a sponsorship grant to Culturas Music & Arts in the amount of $9,500 for two separate Arte del Barrio events on January 25th and May 3rd.

BACKGROUND:

Culturas Music & Arts was founded in 2009 and operates out of the Eastern Coachella Valley. Culturas has worked to change the stigma of the community by providing art and music venues. They have worked with numerous artists, musicians, and local organizations to realize projects. They are continuously expanding their vision to serve the community. Their goals include collaborating with local artists on public arts projects and creating community arts.

DISCUSSION/ANALYSIS:

Arte del Barrio provides a platform for local artists to showcase their work and fosters a deeper appreciation for the diverse cultural expressions within the community. The event not only highlights the talent of emerging and established artists but also encourages community engagement and dialogue through various workshops, exhibitions, and performances. Bringing together individuals from diverse backgrounds, the event creates a space where cultural exchange and mutual understanding thrive. Arte del Barrio also includes live music, interactive art for children and adults, merchandise and craft vendors,

Budget

First Event – January 25, 2025
Live Music & DJ - $500
Artist Supplies - $500
(4) Artist Stipends - $1,250

(3) Coordinator stipends - $1,500
Flyers/ Promotions - $ 1,000
Total - $4,750

Second Event – May 3, 2025
Live Music & DJ - $500
Artist Supplies - $ 500
(4) Artist Stipends - $1,250
(3) Coordinator stipends - $ 1,500
Flyers/ Promotions - $ 1,000
Total - $4,750

Grand Budget Total - $9,500

ALTERNATIVES:

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

2. Not authorize the sponsorship request

FISCAL IMPACT:

Should the City Council approve the request as submitted, an appropriation of $9,500 from the General Fund will be required to allow for sponsorship award.

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

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

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STAFF RECOMMENDATION:

Staff recommends that the City Council considers awarding a sponsorship grant to Danza Azteca Citlaltonac in the amount of $5,000 to support events that cultivate resilience and cultural understandings.

BACKGROUND:

Danza Azteca Citlaltonac or "Aztec Circle Citlaltonac" is a traditional ceremonial group and organization that aims to preserve and promote Mexican heritage by focusing on ceremonial traditions. It welcomes individuals who are interested in learning about the native customs and practices of the Anahuac people, which includes natural medicine. By engaging in activities such as ceremonial dancing and Indigenous talking circles, both of which have been handed down through generations, this initiative creates a secure environment for participants to discover their sense of belonging, find balance in their daily lives, and establish connections with others.



DISCUSSION/ANALYSIS:

For the past several years, each gathering has become more than just a tool to bring their community together. It is about learning a new language, the poetry behind the songs, the medicinal properties and the use in everyday herbs, the structure, and discipline of being a part of a circle. Danza Azteca Citlaltonac is requesting funding support in the amount of $5,000 to facilitate a myriad of events that will cultivate resilience and cultural understandings. Events include: the Womens' March, Indigenous Talking Circles, Advocacy Circles, and other events that promote collaboration and community.

ALTERNATIVES:

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

2. Not authorize the sponsorship request

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.

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: 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.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with Interwest for On-Call Professional Planning Consultant Services.

BACKGROUND:

In 2021, the Development Services Department established a list of qualified on-call Professional Planning Consultant Services to assist with Project Management/Entitlements, Long Range Planning, Environmental Review Analysis, Fiscal Impact Analysis, Design Review, and Landscape Architecture. Interwest is a professional planning consultant that was approved and included in the City's list of qualified consultant. The Development Services Department has an increased need for on-call professional planning consulting services related to current planning and long-range planning efforts due to existing vacancies in the Planning Division and an increase in development applications submitted to the City.

DISCUSSION/ANALYSIS:

Attached to this staff report is a draft Professional Services Agreement for Interwest to provide on-call professional planning consultant services. The consultant will provide assistance with zoning and planning information assistance to the public for the Planning Division. The Division has an immediate need until the Planning Technician position is filled.

ALTERNATIVES:

1. Authorize the City Manager to execute a Professional Services Agreement with Interwest for on-call professional services for planning and zoning information assistance.
2. Continue this item and provide staff direction.

FISCAL IMPACT:

No fiscal impact, funds are available in the Planning Division's approved budget.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment:

1. Professional Services Agreement (PSA) with Interwest

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL PLANNING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 23rd day of January, 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 53990 Enterprise Way, Coachella, CA 92236, County of Riverside, State of California ("City") and Interwest with its principal place of business at 431 S. Palm Canyon Drive, Suite 200, Palm Springs, CA 92262 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning and environmental 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 current planning project management, long range planning and environmental review analysis projects ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 25, 2025 to January 25, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 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; **total compensation shall not exceed FIFTY THOUSAND DOLLARS ($50,000.00)**. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 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 a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules

and deadlines.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

- Rick Smeaton, Project Administrator

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

3.3.6 Consultant's Representative. Consultant hereby designates Richard Smeaton, Project Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its

subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project

and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant:	Interwest 431 S. Palm Canyon Drive, Suite 200 Palm Springs, CA 92262 ATTN: Rick Smeaton (rsmeaton@interwestgrp.com)
City:	City of Coachella 53990 Enterprise Way Coachella, CA 92236 ATTN: Gabriel Perez, Development Services Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

[SIGNATURES ON NEXT PAGE]

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

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:

_____
Maritza Martinez
Acting City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

INTERWEST

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Work

We understand the City is seeking an experienced planners to act as an extension of staff under the direction of the Development Services Director, or their designee, to assistance with a variety of current planning projects. Possible assignments include:

- Assisting the City with the planning counter and answering planning inquires.
- Processing various types of land use entitlement applications as needed through the City's review process and prepare recommendations for action by staff, Planning Commission, and/or the City Council.
- Coordinating discretionary review of entitlement applications.
- Reviewing applications and proposed projects and prepare documents as needed for compliance with the required environmental statutes.
- Assisting the City in conducting planning studies as needed.
- Processing Plan Amendments and Code Amendments as needed.
- Attending meetings of the City Council, Planning Commission, staff, public officials, community leaders, developers, contractors, and the general public as directed.
- Completing planning reviews of building permits and tract maps in a timely manner.
- Acting as planning project management for assigned planning projects.
- Conducting inspections for approved planning projects and monitoring and evaluating implementation of conditions of approval as needed.
- Other planning-related duties as assigned by the Development Services Director or their designee.

The scope of work assumes that the City will make available templates for all required staff reports, conditions of approval, resolutions/ordinances, and other documents needed to process the application and that the City will publish public hearing notices.

At the City's request the scope of work can be expanded to cover specialized studies or projects. A separate scope of work can be provided for these tasks if they are requested.

Work will be provided either on-site or off-site as agreed upon by the City and Interwest.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: On-Call Planning Services with INTERWEST

Consultant: INTERWEST

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed $_____,_____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA	**INTERWEST**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "C"
COMPENSATION

Payment Schedule

Work will be billed on a time and materials basis in accordance with the fee schedule below:

Classification	Hourly Billing Rate
Planning Services	
Community Development Director	$230
Planning Manager	210
Project Manager	210
Principal Planner	190
Senior Planner	175
Associate Planner	135
Assistant Planner	115
Planning Technician	95
Environmental Services	
CEQA/NEPA Project Manager	$225
CEQA/NEPA Principal Planner	215
CEQA/NEPA Senior Planner	195
CEQA/NEPA Associate Planner	160
CEQA/NEPA Assistant Planner	130
CEQA/NEPA Planning Tech	110

Milage will be billed at the IRS standard milage rate in effect when the trip takes effect

No price increases will occur during the first year of the Contract. Thereafter, rates will be increased annually on January 1st. The hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

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

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

---

STAFF RECOMMENDATION:

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

BACKGROUND:

In October 2019, Caltrans announced a Call for Local Roadway Safety Plan (LRSP) applications. The City submitted an LRSP application to Caltrans and the application was accepted and state funding allocation of $44,000 was approved. The City committed to a local match of $16,000 for a total budget of $60,000 to conduct the LRSP.

On October 12, 2022 City Council adopted Resolution 2022-90 approving Master Agreement No. 08-5294S21 and Program Supplement Agreement No. 000000X76 between the State of California and the City of Coachella for the Local Road Safety Plan Project Federal Aid #LRSPL-5294(019).

The LRSP will provide the City a look-ahead for safety improvements that can be applied systemically and programmed though the Capital Improvement Plan. Additionally, this information will be used to help the City apply for grants and other funding opportunities to implement these safety improvements.

DISCUSSION/ANALYSIS:

The City of Coachella (City) has created a Local Roadway Safety Plan (LRSP), which identifies a framework to identify, analyze, and develop traffic safety enhancements on the City's roadway network. The LRSP was developed in response to local issues and needs. Through the analysis, this report has identified emphasis areas to inform and further guide safety evaluation an planning for the City's transportation network. The LRSP also analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and citywide trends and patterns.

The analysis of crash history on the City's transportation network allows for opportunities to:

1. Identify factors in the transportation network that inhibit safety for all roadway users,
2. Improve safety at specific high-crash locations, and
3. Develop safety measures using the four E's of safety: Engineering, Enforcement, Education, and Emergency Response to encourage safer driver behavior and better severity outcomes.

With this LRSP, the City continues its safety efforts by identifying areas of emphasis and systemic recommendations to enhance safety.

FISCAL IMPACT:

No fiscal impact to CIP FY 24/25 budget.

ATTACHMENTS:

1. Resolution 2025-01
2. The 2024 City of Coachella Local Road Safety Plan



City of COACHELLA EST 1946

LOCAL ROADWAY SAFETY PLAN

Acknowledgements

The 2024 City of Coachella Local Roadway Safety Plan was funded through a grant from the California Department of Transportation (Caltrans). The City of Coachella, along with stakeholders and partner agencies, worked to develop a plan that aims to increase roadway safety for all users of the City's roadway network. The study was managed by Andrew Simmons, PE, and Brianna Greenwood, PE, of the City's Engineering Department, in coordination with a stakeholder group. A consulting team led by Kimley-Horn and Associates, Inc. (Kimley-Horn) assisted the City of Coachella and the stakeholder group in preparing this Plan.

Project Partners

City of Coachella

- Andrew Simmons, PE
- Brianna Greenwood

Riverside County Sheriff

- Lt. Randy Vasquez

Kimley-Horn

- Darryl DePencier, AICP
- Jason Melchor, PE
- Kameron Qureshi, PE
- Abbey Ibarra
- Shaun Howard, EIT

Consultant Team

(Per Section 148 of Title 23, United States Code [23 U.S.C. §148(h) (4)] REPORTS

DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS,AND INFORMATION—Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.)

TO BE SIGNED BY _____

ANDREW SIMMONS, CITY ENGINEER

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Executive Summary

The City of Coachella (City) has created a Local Roadway Safety Plan (LRSP), which identifies a framework to identify, analyze, and develop traffic safety enhancements on the City's roadway network. The LRSP was developed in response to local issues and needs. Through the analysis, this report has identified emphasis areas to inform and further guide safety evaluation and planning for the City's transportation network. The LRSP also analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and citywide trends and patterns. The analysis of crash history on the City's transportation network allows for opportunities to:

1. Identify factors in the transportation network that inhibit safety for all roadway users,
2. Improve safety at specific high-crash locations, and
3. Develop safety measures using the four E's of safety: Engineering, Enforcement, Education, and Emergency Response to encourage safer driver behavior and better severity outcomes.

With this LRSP, the City continues its safety efforts by identifying areas of emphasis and systemic recommendations to enhance safety.

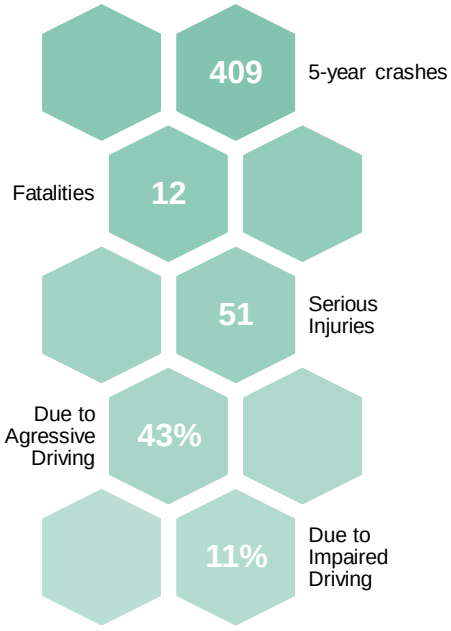
The City's vision is to enhance the transportation network and reduce traffic fatalities and serious injury related crashes, and the goals for the City of Coachella include the following:

Goal #1: Identify areas with a high risk for crashes.

Goal #2: Illustrate the value of a comprehensive safety program and the systemic process.

Goal #3: Plan future safety improvements for near-, mid- and long-term.

Goal #4: Define safety projects for HSIP and other program funding consideration.



Source: SWITRS - TIMS Database (2018-2023)

This LRSP analyzes the most recent range of crash data (January 1, 2018 – December 31, 2023) and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

Further, the crash history was analyzed to identify locations with elevated risk of crashes either through their crash histories or their similarities to other locations with more active crash patterns. Using a network screening process, locations were identified within the City that will most likely benefit from safety enhancements. Using historic crash data, crash risk factors for the entire network were derived. The outcomes informed the identification and prioritization of engineering and non-infrastructure safety

measures to address certain roadway characteristics and related behaviors that contribute to motor vehicle crashes with active transportation users.

Emphasis areas were developed by revisiting the vision and goals developed at the onset of the planning process and comparing them with the trends and patterns identified in the crash analysis.

Emphasis Area #1: Occupant Protection

Emphasis Area #2: Impaired Driving

Emphasis Area #3: Intersection Improvements

Emphasis Area #4: Aggressive Driving

The following 9 case study locations were chosen to be representative of the corridor and intersection configurations throughout the City.

1. Signalized Intersection: Avenue 50 & Cesar Chavez Street
2. Roadway Segment: Avenue 52 from Hernandez St to Polk St
3. Signalized Intersection: Avenue 51 & Van Buren Street
4. Roadway Segment: Cesar Chavez Street from 1st Street to Bagdad Avenue
5. Signalized Intersection: Avenue 52 & Cesar Chavez Street
6. Unsignalized Intersection: Avenue 52 & Douma Street
7. Unsignalized Intersection: Avenue 53 & Calle Empalme
8. Signalized Intersection: Avenue 53 & Cesar Chavez Street
9. Signalized Intersection: 54th Avenue & Cesar Chavez Street

These locations were identified through the analysis process based on their crash histories, stakeholder engagement, the observed crash patterns, and their different characteristics to provide the most insight into potential systemic safety countermeasures that the City can employ to achieve the most cost-effective safety benefits. Countermeasures were subjected to a benefit/cost assessment and scored according to their potential return on investment. These case studies can be used to select the most appropriate countermeasure, and to potentially phase improvements over the longer-term. The potential benefit of these countermeasures at locations with similar design characteristics can then be extrapolated regardless of crash history, allowing for proactive safety enhancements that can prevent future safety challenges from developing. Additionally, this information can be used to help the City apply for grants and other funding opportunities to implement these safety improvements. These opportunities were assembled into the “countermeasure toolbox” shown below. The toolbox shows the crash reduction factor, which is the factor used to estimate the expected reduction in number of crashes after implementing a given countermeasure at a specific site (the higher the CRF, the greater the expected reduction in crashes). The toolbox also shows the countermeasure ID number from the California Local Roadway Safety Manual.

Citywide Countermeasure Toolbox

ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
SI16RA[1]	Convert intersection to roundabout (from signal)	Signalized intersections	Varies	Varies	Varies
S18PB[1]	Install pedestrian countdown signal heads and audible pedestrian push button systems	Signalized intersections with crosswalks	25%	$60,600	Intersection
S19PB	Install high visibility crosswalk for signalized intersections	Signalized intersections with no marked crossing and pedestrian heads, with significant turning movements	25%	$18,600	EA
SI22PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	Signalized Intersections – especially those with high pedestrian activity	60%	$45,600	Intersection
NS16	Install raised median on approaches for unsignalized intersections	Unsignalized intersections where related or nearby turning movements affect the safety and operation of an intersection	25%	$760	LF (for 12-ft-wide median)
NS21PB	Install raised medians	Locations that have a long pedestrian crossing to reduce exposure between pedestrian and motor vehicles	45%	$324	LF (10’ wide median)
NS22PB	Install pedestrian crossing at uncontrolled locations (new signs and markings only)	Unsignalized intersections with high pedestrian activity where sufficient sight distance is available	25%	$45,600	EA
NS25PB	Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))	Unsignalized intersections with high pedestrian activity and high motor vehicle volumes and/or speeds	55%	$228,000	EA
NS07RA	Convert intersection to mini/compact roundabout (from stop or yields control on minor road)	Locations where low speeds, low volume, and few heavy vehicles are present. Typically in residential neighborhoods.	Varies	Varies	Varies
R14	Road Diet (Reduce travel lanes and add a two way left turn and bike lane)	Locations where related turning movements with no designated turn/phases exist that affect safety	35%	$79,200	Mile

[1] This countermeasure typically covers pedestrian countdown signal heads, but can be also used for audible pedestrian push buttons

ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
R26	Install dynamic/variable speed warning signs	Locations with excessive speeds	30%	$22,800	Sign
R34PB	Install Separated Bike Lanes	Locations with a high number of bicycle crashes and/or high bicycle traffic volumes, where sufficient space is available for the selected separation measure	45%	$100,000	Mile
R35PB	Install sidewalk/pathway (to avoid walking along roadway)	Locations where no sidewalks or walkways exist	80%	$30,000	Crossing
-	Pedestrian Bridge	Locations where related sidewalks/pathways affect the safety of pedestrian and bicyclist	5%	Varies	Varies
-*	Speed reduction efforts per California Assembly Bill 43	Roadway segments	5%	$1,000	Segment

**The City is not limited to the countermeasures in this toolbox and can utilize other approved countermeasures in its roadway safety planning.*

Near-term action items were identified to accelerate the City's achievement of the goals and vision of this LRSP. The City can:

- Actively seek other funding opportunities to improve safety for all modal users,
- Collaborate with established safety partners & neighboring municipalities as improvements are made to create a cohesive transportation network, and
- Iteratively evaluate existing and proposed transportation safety programs and capital improvements to design a safer transportation network in Coachella.

The City will be regularly monitored and update the analysis performed in this plan. A full plan update will be completed five years from the City Council's adoption of this plan which will maintain eligibility for HSIP funding.

1. Introduction

The City of Coachella (City), located in Riverside County, California, is a growing community with a rich history and diverse population. With a population of approximately 44,000 residents, Coachella offers a unique blend of small-town charm and modern amenities. The city is committed to economic development and has a strong sense of community. Coachella has a historic downtown area and a thriving art scene, making it an attractive destination for residents and visitors. This report identifies factors associated with the most prevalent vehicle crashes occurring in the City and proposes matching countermeasures to reduce or eliminate those crashes.

This Local Road Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include the type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for the following opportunities:

1. Identify factors in the transportation network that inhibit safety for all roadway users,
2. Improve safety at specific high-crash locations, and
3. Develop safety measures using the four E's of safety (Engineering, Enforcement, Education, and Emergency Response) to encourage safer driver behavior and better severity outcomes.

Coachella has taken steps to enhance all modal safety throughout the City and with this LRSP, Coachella is continuing to prioritize safety in its planning processes. This LRSP analyzes the most recent range of SWITRS crash data from January 1, 2018 – December 31, 2023 and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

The intent of the LRSP is to:

- Create a greater awareness of road safety and risks
- Reduce the number of fatal and severe-injury crashes
- Develop lasting partnerships
- Support for grant/funding applications, and
- Prioritize investments in traffic safety.

2. Vision and Goals

The Coachella LRSP evaluates the transportation network as well as non-infrastructure programs and policies within the City. Mitigation measures are evaluated using criteria to analyze the safety of road users (drivers, bicyclists, and pedestrians), the interaction of modes, the influences on the roadway network from adjacent municipalities, and the potential benefits of safety countermeasures. Through historical data and trends, proactive identification and safety opportunities can be identified and implemented without relying solely on a reaction and response to crashes as they occur.

As cities across the country have implemented LRSPs and systemically addressed the conditions leading to fatal and severe-injury crashes, the Federal Highway Administration (FHWA) has found that LRSPs effectively improve safety. LRSPs provide a locally developed and customized roadmap to directly address the most common safety challenges in the given jurisdiction. This project's vision, goals, and objectives have been established to reflect discussions with Coachella staff, various stakeholders identified by City staff, and a review of existing plans/policies in the area.

VISION:	*To enhance the transportation network for all users to move towards zero traffic fatalities and serious injuries*

Goal #1: Identify areas with a high risk for crashes.

Objectives:

- Identify intersections and segments that would most benefit from mitigation.
- Identify areas of interest with respect to safety concerns for vulnerable users (pedestrians and bicyclists).

Goal #2: Illustrate the value of a comprehensive safety program and the systemic process.

Objectives:

- Demonstrate the systemic process' ability to identify locations with higher risk for crashes based on present characteristics closely associated with severe crashes.
- Demonstrate, through the systemic process, the gaps and data collection activities that can be improved upon.

Goal #3: Plan future safety improvements for near-, mid- and long-term.

Objectives:

- Identify safety countermeasures for specific locations (case studies).
- Identify safety countermeasures that can be applied city-wide.

Goal #4: Define safety projects for future Highway Safety Improvement Plan (HSIP) and other program funding consideration.

Objectives:

- Create the outline for a prioritization process that can be used in this and forth-coming cycles to apply for funding.
- Use the systemic process to create Project Case Studies.
- Use Case Studies to apply for HSIP and other funding consideration.
- Demonstrate the correlation between the proposed safety countermeasures with the Vision Zero Initiative and the California State Highway Safety Plan.

3. Process

The primary goal for the City of Coachella and their safety partners is to provide safe, sustainable, and efficient mobility choices for their residents and visitors. Through the development and implementation of this LRSP, the City will continue its collaboration with safety partners to identify and discuss safety issues within the community.

Guidance on the LRSP process is provided at both the national (FHWA) and state (Caltrans) level, and both agencies have developed a general framework of data and recommendations for a LRSP.

FHWA encourages the following:

- The establishment of a working group (stakeholders) to participate in developing an LRSP
- A review of crash, traffic, and roadway data to identify areas of concern
- The identification of goals, priorities, and countermeasures to recommend improvements at spot locations, systemically, and comprehensively

Caltrans guidance follows a similar outline with the following steps:

- Establish leadership
- Analyze the safety data
- Determine emphasis areas
- Identify strategies
- Prioritize and incorporate strategies
- Evaluate and update the LRSP

This LRSP documents the results of data and information obtained, including the preliminary vision and goals for the LRSP, existing safety efforts, initial crash analysis, and developed emphasis areas. The LRSP recommendations consider the four E's of traffic safety defined by the California Strategic Highway Safety Plan (SHSP): Engineering, Enforcement, Education, and Emergency Response.

3.1 Guiding Manuals

This section describes the analysis process undertaken to evaluate safety within Coachella at a systemic level. This report identifies specific locations within the City that will benefit from safety enhancements and derives crash risk factors based on historic crash data using a network screening process. The outcome will inform the identification and prioritization of engineering and non-infrastructure safety measures by addressing certain roadway characteristics and related driving behaviors contributing to crashes. This process uses the latest national and state best practices for statistical roadway analysis described.

3.1.1 Local Roadway Safety Manual

The *Local Roadway Safety Manual: A Manual for California's Local Road Owners* (Version 1.7, April 2024) encourages local agencies to pursue a proactive approach when identifying and analyzing safety issues and preparing to compete for project funding opportunities. A proactive approach is the analyzation of safety in an entire roadway network through either a one-time network wide analysis or a routine analysis of the roadway network.[2]

According to the *Local Roadway Safety Manual* (LRSM), "the California Department of Transportation (Caltrans) – Division of Local Assistance is responsible for administering California's federal safety funding intended for local safety improvements."

To provide the most beneficial and competitive funding approach, the analysis leading to countermeasure selection should focus on both intersections and roadway segments and maintain consideration of roadway characteristics and traffic volumes. The result should reflect a list of locations that are most likely to benefit from cost-effective countermeasures, preferably prioritized by benefit/cost ratio. The manual suggests using a mixture of quantitative and qualitative measures to identify and rank locations using both crash frequency and crash rates. These findings should then be screened for crash type and severity patterns to determine the cause of crashes and the potential effective countermeasures. Qualitative analysis should include field visits and a review of existing roadway characteristics and devices. The specific roadway context can then be used to assess conditions that may decrease safety at the site and at systematic levels.

Countermeasure selection should be supported using Crash Modification Factors (CMFs). These factors are a peer reviewed product of research quantifying the expected rate of crash reduction expected from a given countermeasure. If more than one countermeasure is under consideration, the LRSM provides guidance on appropriate application of CMFs.

3.1.2 Highway Safety Manual

The American Association of State Highway and Transportation Officials (AASHTO) *Highway Safety Manual* (HSM), published in 2010, presents a variety of methods for quantitatively estimating crash frequency or severity at a variety of locations.[3] This four-part manual is divided into the following parts: A) Introduction, Human Factors, and Fundamentals, B) Roadway Safety Management Process, C) Predictive Method, D) Crash Modification Factors.

In Chapter 4 of Part B in the HSM, the "Network Screening Process" is a tool for an agency to analyze the entire network and identify/rank locations that are most likely or least likely to realize a reduction in the frequency of crashes.

[2] Local Roadway Safety Manual (Version 1.7) 2024. Page 5.

[3] AASHTO, Highway Safety Manual, 2010, Washington D.C., http://www.highwaysafetymanual.org/Pages/About.aspx

The HSM identifies five steps in this process:[4]

1. **Establish Focus:** Identify the purpose or intended outcome of the network screening analysis. This decision will influence data needs, the selection of performance measures and the screening method that can be applied.
2. **Identify Network and Establish Reference Populations:** Specify the types of sites or facilities being screened (i.e., segments, intersections, geometrics) and identify groupings of similar sites or facilities.
3. **Select Performance Measures:** There are a variety of performance measures available to evaluate the potential to reduce crash frequency at a site. In this step, the performance measure is selected as a function of the screening focus and the data and analytical tools available.
4. **Select Screening Method:** There are three principal screening methods described in this chapter (i.e., ranking, sliding window, peak searching). Each method has advantages and disadvantages; the most appropriate method for a given situation should be selected.
5. **Screen and Evaluate Results:** The final step in the process is to conduct the screening and analysis and evaluate the results.

The HSM provides several statistical methods for screening roadway networks and identifying high risk locations based on overall crash histories.

3.2 Analysis Techniques

3.2.1 Crash and Network Screening Analysis

Intersections and roadways were analyzed using four crash metrics:

- Number of Crashes
- Critical Crash Rate (HSM Ch. 4)
- Probability of Specific Crash Types Exceeding Threshold Proportion (HSM Ch. 4)
- Equivalent Property Damage Only (HSM Ch. 4)

The initial steps of the crash analysis established sub-populations of roadway segments and intersections that have similar characteristics. For this study, intersections were grouped by their control type (Signalized or Unsignalized) and segments by their roadway category (Major Arterial, Primary Arterial, Secondary Arterial, Collector Arterial, Local). Individual crash rates were calculated for each sub-population. The population level crash rates were then used to assess whether a specific location has more or fewer crashes than expected. These sub-populations were also used to determine typical crash patterns to help identify locations where unusual numbers of specific crash types are seen.

[4] AASHTO. *Highway Safety Manual.* 2010. Washington, DC. Page 4-2.

The network screening process ranks intersections and roadway segments by the number of crashes that occurred at each one over the analysis period, and then identifies areas that had more of a given type of crash than would be expected for that type of location. These crash type factors were 1) crash injury (fatal, serious injury, other visible injury, complaint of pain, property damage only), 2) crash type (broadside, rear-end, sideswipe, head-on, hit object, overturned, bicycle, pedestrian, other), 3) environmental factors (lighting, wet roads), 4) driver behavior (aggressive), and 5) driver impairment. With these additional factors, the locations were further analyzed and assigned a new rank.

From the results of the network screening analyses, a short-list of locations was chosen based on crash activity, crash severity, crash patterns, location type, and area of the City of Coachella to provide the greatest variety of locations covering the widest range of safety opportunities for safety toolbox development. The intent is to populate the safety toolbox with mitigation measures that will be applicable to most of the crash activity in the city. Ten locations will ultimately be selected for mitigation analysis.

3.2.2 Statistical Performance Measures

Critical Crash Rate (CCR)

Reviewing the number of crashes at a location is a method used to understand the cost to society incurred at the local level; however, it does not give a complete indication of the level of risk for those who use that intersection or roadway segment daily. The Highway Safety Manual describes the Critical Crash Rate method which provides a statistical review of locations to determine where risk is higher than that experienced by other similar locations. It is also the first step in analyzing for patterns that may suggest systemic issues that can be addressed at that location, and proactively at others to prevent new safety challenges from emerging.

The Critical Crash Rate compares the observed crash rate to the expected crash rate at a location based on facility type and volume using a locally calculated average crash rate for the specific type of intersection or roadway segment being analyzed. Based on traffic volumes and a weighted citywide crash rate for each facility type, a critical crash rate threshold is established at the 95% confidence level to determine locations with higher crash rates that are unlikely to be random. The threshold is calculated for each location individually based on its traffic volume and the crash profile of similar facilities.

Figure 1 – Critical Crash Rate Formula

$$R_{c,i} = R_a + \left[P \times \sqrt{\frac{R_a}{MEV_i}} \right] + \left[\frac{1}{(2 \times (MEV_i))} \right]$$

Where,

$R_{c,i}$ = Critical crash rate for intersection i

R_a = Weighted average crash rate for reference population

P = P-value for corresponding confidence level

MEV_i = Million entering vehicles for intersection i

SOURCE: HIGHWAY SAFETY MANUAL

DATA NEEDS

CCR can be calculated using:

- Daily entering volume for intersections, or VMT for roadway segments;
- Intersection control types to separate them into like populations;
- Roadway functional classification to separate them into like populations;
- Crash records in GIS or tabular form including coordinates or linear measures.

STRENGTHS

- Reduces low volume exaggeration
- Considers variance
- Establishes comparison threshold

CCR Methodology

The Process of analyzing the CCR and comparing locations (separately by intersections and segments) is a multi-step process. The following is a high-level description of the process undertaken to develop the initial ranking of locations.

The first step in the process was to establish a city-wide crash rate for each facility population. These populations are broken into two categories with sub-categories:

- Intersection:
  - Signalized
  - Unsignalized
- Roadway Classification:
  - Major Arterial
  - Minor Arterial
  - Collector
  - Local

The individual crash rate for each location was then calculated based on the associated traffic volume. This volume was either collected through data count resources or calculated based on the roadway classification. The next step was to establish a Significance Threshold. This threshold was used to determine what level of exceedance (how much the crash rate exceeded the critical crash rate) a location must have based on traffic volume to provide a high level of confidence that the crash occurring at the location is not random. For this study, a confidence level of 95% was used. The local crash rates were then compared to Significance Threshold to see if each location exceeded the expected CCR and if so, by how much. After this analysis was completed, the locations were ranked by their categories according to that level of exceedance.

Equivalent Property Damage Only (EPDO)

The equivalent property damage only (EPDO) method is described in the Highway Safety Manual. This method assigns weighting factors to crashes based on injury level (severe, injury, property damage only) to develop a property damage only score. In this analysis, the injury crash costs were calculated for each location (based on the latest Caltrans injury costs). This figure is then divided by the injury cost for a property damage only crash. The resulting number is the equivalent number of property damage only crashes at each site. This figure allows all locations to be compared based on injury crash costs. (Highway Safety Manual, Chapter 4).

Probability

The Highway Safety Manual describes the methodology for determining the probability that crash type is greater than an identified threshold proportion. This helps to identify locations where a crash type is more likely to occur.

DATA NEEDS

The probability of a specific crash type can be determined using crashes records with location data, and classifications of the locations (intersections or segments) studied.

STRENGTHS

- Can be used as a diagnostic tool
- Considers variance in data
- Not affected by selection bias

The HSM methodology first determines the frequency of a specific crash type at an individual location, then determines the observed proportion of that crash type relative to all crash types at that location. A threshold proportion is then determined for the specific crash type; HSM suggests utilizing the proportion of the crash type observed in the entire reference population (e.g. throughout the entire City of Coachella).

These proportions are then utilized to determine the probability that the proportion of a specific crash type is greater than the long-term expected proportion of that crash type.

Figure 2 – Probability of Specific Crash Types Exceeding Threshold Proportion

$$P(p_i > \overline{p^*_i} / N_{observedj}, N_{observedj(TOTAL)}) = 1 - betadist(\overline{p^*_i}, a + N_{observedj}, \beta + N_{observedj(TOTAL)} - N_{observedj})$$

Where:

$\overline{p^*_i}$ = Threshold proportion

p_i = Observed proportion

$N_{observed,i}$ = Observed target crashes for a site i

$N_{observed,i(TOTAL)}$ = Total number of crashes for a site i

SOURCE: HIGHWAY SAFETY MANUAL

3.3 Future Analysis

The City will conduct regular crash monitoring as described in **Section 10.2**. The City will then refresh the analysis and update the LRSP every 5 years to maintain eligibility for HSIP funding, as described in **Section 10.2**.

4. Safety Partners

Local stakeholders were included in the development of this report to ensure the local perspective was maintained at the forefront of planning efforts. A stakeholder group of City Public Works staff and external representatives from the Coachella Police Department, Coachella Unified School District, University of California, Riverside, Coachella Bicycle Club, Coachella Community Health Foundation, Coachella Downtown Partnership, and Coachella Transit Authority.

The local stakeholders were called together to offer insight on the safety issues present in the City's transportation network. After the initial network screening and safety analysis, City Public Works and consultant staff met to discuss potential countermeasures and challenge areas through a field visit. The summary of the field visit meeting is outlined below.

4.1 Field Tour Workshop

The first stakeholder meeting was conducted after the field tour in person on August 16, 2024. At the meeting, stakeholders were introduced to the project and provided an overview of the data used, the required outputs, and the potential outcomes of the study.

In addition to the overview, stakeholders were asked to provide local insight and knowledge at nine "case study" locations that were identified after the initial network screening and crash analysis process.

4.2 Stakeholder Focus Workshop

On October 22, 2024, the project team introduced the project and presented the crash analysis through tables, charts, and map. The project locations were also introduced with its crash data and a potential countermeasure toolbox. The countermeasure toolbox is not meant to be a recommendation that the project location specifically needs to adopt but more as potential options to enhance the safety at the project locations. Stakeholders provided feedback that helped with the development of the plan.

5. Existing Efforts

Existing plans, policies, and projects that were recently completed, planned, or on-going were compiled at the start of the LRSP process to gain perspective on the existing efforts for transportation-related improvements within the City. High-level key points regarding transportation improvements and safety-related topics were identified to inform decision making in this LRSP.

Table 1 outlines the relevant existing City, County, and Regional plans and their improvements and main goals.

Table 2 outlines relevant proposed City transportation and safety projects listed in the relevant City, County, and Regional Plans.

Table 3 outlines the relevant existing and future City transportation projects, pedestrian improvement projects, and traffic calming & safety projects found in the Capital Improvement Program (CIP). The projects are accompanied by their timelines as well as a project description.

Table 1 – Review of Existing City Plans

Document Name	Summary/Goals
City of Coachella General Plan (2015)	• The City of Coachella General Plan was amended most recently in 2015 and plans for the City's growth up to 2035. The plan details the current state of the City's built and natural environment, addresses state mandated issues (land use, housing, transportation, open space, conservation, noise, and safety), and provides an additional element addressing community health and wellness. • The goal of the plan is to provide a binding document that lays a blueprint for the City to grow from a small town to a mid-sized, regionally significant city where people can live, work, and play. • The Mobility Element of the general plan outlines the current transportation system and establishes goals for the City's transportation system moving forward. The Mobility Element presents policies to support complete streets, traffic calming, safe pedestrian and bicycle networks, transit-supportive development, sustainable transportation, and regional connectivity. It also lays out a plan to monitor the success of the implementation of these transportation goals over time.
City of Coachella Active Transportation Plan (2020)	• The City of Coachella Active Transportation Plan covers the City's existing active transportation infrastructure and makes recommendations for improvements. The plan identifies parts of the City's roadway system that need to be improved to encourage more active transportation and make it safer. The plan outlines the benefits of increasing active transportation usage in the city. • The plan illustrates recommended changes and additions (signing, striping, roadway reconfigurations) to specific locations that can be made to improve safety for active transportation users. • The plan also lays out community engagement, regional cooperation, and funding opportunities.
City of Coachella Pavement Management Report (2024)	• The City of Coachella Pavement Management Report analyzes the current condition of the City's pavement and provides guidance for future maintenance. The plan analyzes different maintenance scenarios to provide possible outcomes and recommendations. • The plan's recommendations include putting maintenance responsibility on Homeowners' Associations, establishing a Community Facility District, raising taxes and pursuing grants to fund maintenance, and leveraging the proposed Riverside County Transportation Commission (RCTC) Tax Relief Plan.

Document Name	Summary/Goals
Coachella Valley Association of Governments Non-Motorized Transportation Plan (2010)	• The Coachella Valley Association of Governments Non-Motorized Transportation Plan outlines several objectives and policy guidelines to improve active transportation infrastructure in the region. The plan considers the existing active transportation plans and projects that have been published by cities in the region. • The goals of this plan are to provide concrete guidance on increasing active transportation in the region and to promote cohesion among the active transportation plans and projects developed by cities in the region.
Coachella Valley Association of Governments Pavement Management Analysis Report (2011)	• Coachella Valley Association of Governments Pavement Management Analysis Report outlines the importance of proper investment in pavement maintenance. The plan recommends pavement rehabilitation at intervals that ensure the most cost savings while providing sufficient pavement quality. The plan analyzes the entire road network in terms of maintenance costs. • The goal of the plan is to guide the cities in the region to proper and cost-effective pavement management to provide for a safe and well-maintained street network.
CV Link Conceptual Master Plan (2016)	• The CV Link Conceptual Master Plan provides master plan for CV Link, a proposed multi-use path with various amenities that will span the region and connect cities. The plan describes the characteristics of the path, the characteristics of the communities it intersects, cost estimates for the capital, operations, and maintenance costs, and community engagement that will guide project development. • The goals of this plan are to illustrate a high-level concept for the project, emphasize its importance in improving active transportation in the region, convey the project's feasibility, and detail some proposed design aspects.
Eastern Coachella Valley's Action Plan For Climate Resilience (2019)	• Eastern Coachella Valley's Action Plan For Climate Resilience covers grant opportunities (such as active transportation grants), community engagement strategies, existing climate-focused plans, new and model technology and policy ideas and guidance (such as housing policy guidance), shortfalls of existing policies, and localized recommendations to guide policymakers in the region to make sustainable and resilient decisions for the region. • The goal of the plan is to provide guidance for municipalities in the region to implement policies and make choices that enforce sustainability and climate resilience, both reducing harmful effects on the environment and proactively building infrastructure that provides protection against or is resilient to the worsening effects of climate change, especially in a region that is prone to extreme temperatures.

Document Name	Summary/Goals
Coachella Valley Association of Governments Active Transportation Plan (2019)	• This plan outlines the current and future landscape of active transportation projects and programs in the Coachella Valley region. The plan includes and details individual community bicycle plans, regional funding sources, and design guidance. • The goals of this plan are to create and maintain local and regional bicycle and pedestrian networks, and identify areas of improvement in necessary infrastructure, implement safety programs, and encourage biking and walking through the creation of a friendly cycling and pedestrian environment.
County of Riverside General Plan (2020)	• The purpose of the County of Riverside General Plan is to provide an update to the regions land use and infrastructure needs, update current design standards and guidelines, and create and implement strategies for future developments. • The goals of the circulation chapter of the plan are to describe different classes of bike lanes and paths in the region, implement an integral network of trails in throughout the County, and to consider environmental impacts when planning for future bike/ped infrastructure
Riverside County Long Range Transportation Study (2019)	• The Riverside County Long Range Transportation Study focuses on the long-term growth of transportation and transportation services in the region that includes but limited to transportation planning, regional challenges, funding, capital development for public transit and highways, and local roads improvement and traffic safety. • The goals of this plan include improved quality of life, operational excellence, economy connectivity, and viable partnerships with all levels of government in the state (local, regional, and state) as it pertains to roads, transit, active transportation facilities, grants, and local Measure A Value
Riverside County Regional Park and Open Space District Comprehensive Tails Plan (2018)	• The Riverside County guides the future of bicycle trails in Riverside County and provides an analysis of the current trails in the region. The plan also discusses design guidelines, policy issues, and potential trail partnerships for funding of future trails in the region. • The goals of this plan are to create a network of trails that are line with current other plans and jurisdictions, accessible, and create recommendations for future maintenance and management of trails in the region.

Document Name	Summary/Goals
Riverside County Transportation Commission Traffic Relief Plan (2020)	• The RCTC Traffic Relief Plan is a strategy plan for Riverside County to help alleviate traffic congestion, improve traffic safety, improve transit frequency and reliability, and completing the regional trail system. • The plan includes implementation and improvements to programs such as Safe Routes to School, specialized transit grant programs, and Commuter Assistance Programs

Table 2 – Proposed Roadway Projects

Project Name	Plan/Funding	Project Description and Location	Status
Coachella Valley (CV) Link	CV Link Conceptual Master Plan (2016)	40 miles of Class I multi-use path through the cities of the Coachella Valley, paralleling SR 111 and the Whitewater River	Proposed
Valley Rd. and Cesar Chavez St. Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at Valley Rd. and Cesar Chavez St.	Proposed
Ave. 53 and Calle La Paz Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at Ave. 53 and Calle La Paz	Proposed
Ave. 53 and Calle Bonita Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at Ave. 53 and Calle Bonita	Proposed
9th St. and Pendleton Way Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at 9th St. and Pendleton Way	Proposed
Orchard St. and 8th St. Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at Orchard St. and 8th St.	Proposed
Orchard St. and 3rd St. Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at Orchard St. and 3rd St.	Proposed
Avenida de Oro South of North School Parking Lot Entrance Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at Avenida de Oro South of North School Parking Lot Entrance	Proposed
Valley Rd. between Tripoli Way and Las Palmas St. Intersection Improvement	City of Coachella Active Transportation Plan (2020)	Improvement of pedestrian safety at Valley Rd. between Tripoli Way and Las Palmas St.	Proposed
Van Buren St Sidewalks	City of Coachella Active Transportation Plan (2020)	Sidewalk on both sides of Van Buren St from Ave 51 to existing sidewalks	Proposed

Project Name	Plan/Funding	Project Description and Location	Status
Tyler St Sidewalk	City of Coachella Active Transportation Plan (2020)	Sidewalk on east side of Tyler St. from Ave. 53 to Ave. 54	Proposed
Pendleton Way Sidewalks	City of Coachella Active Transportation Plan (2020)	Sidewalk on west side of Pendleton Way from 8th St. to 9th St.	Proposed
		Sidewalk on west side of Pendleton Way from 7th St. to 130' south	Proposed
Ave. 52 Sidewalk	City of Coachella Active Transportation Plan (2020)	Sidewalk on north side of Ave. 52 from Tyler St. to Education Way	Proposed
Ave. 54 Sidewalk	City of Coachella Active Transportation Plan (2020)	Sidewalk on north side of Ave. 54 from Calle Balderas to Cesar Chavez St.	Proposed
Calhoun St Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Calhoun St from Ave 48 to Ave 49	Completed
		Class II bike lanes on Calhoun St from Ave 49 to 540’ south of Sagrado St (South City Limit)	Completed
		Class II bike lanes on Calhoun St (southbound only) from 1425' North of Ave 50 to Ave 50	Completed
Frederick St	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes from Ave 49 to ¼ mile south of Ave 52	Completed
Ave 49	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 49 from Van Buren St to Grapefruit Blvd.	Completed
Ave 51	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 51 from Van Buren St to Harrison Blvd.	Completed
6th St	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I sidewalk path on 6th St from Harrison St to Grapefruit Blvd.	Completed

Project Name	Plan/Funding	Project Description and Location	Status
Dillon Rd Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Dillon Rd from Ave 44 to Harrison Pl	Proposed
		Class II bike lanes on Dillon Rd from Whitewater River to Ave 48	Proposed
Harrison St Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II buffered bike lanes/NEV lanes on Harrison St from Hwy 111 to Ave 54	Proposed
Shady Lane Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Shady Lane from Orchard St to Ave 52	Proposed
		Class I bike path on the east side of Shady Ln. from 9th St to Ave 54	Proposed
Ave 52 Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 52 from Coachella Western city limit (Calhoun St) to Harrison St	Proposed
		Class II bike lanes on Ave 52 from Tyler St to Whitewater River	Proposed
		Class II shared bike/NEV lanes on Ave 52 from Tripoli Way to Tyler St	Proposed
		Class II bike lanes on Ave 52 from Whitewater River to SR-86S	Proposed
		Class II bike/NEV lanes on Ave 52* from SR-86S to Eastern end of road	Proposed
		Class II bike/NEV lanes on Ave 52* from Harrison St to Tripoli Way	Proposed
Jackson St Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Jackson St from Ave 48 to Ave 49	Proposed

Project Name	Plan/Funding	Project Description and Location	Status
1st St Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class III bike route on 1st St from Harrison St to Grapefruit Blvd.	Proposed
Hwy 111 Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II buffered bike lanes on Hwy 111 from Ave 54 to 3,520' south of Ave 54 (South City Limit)	Proposed
Industrial Way Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Industrial Way from Enterprise Way to Polk St	Proposed
Polk St Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Polk St from Industrial Way to Ave 54	Proposed
		Class II bike lanes on Polk St from Ave 48 to Ave 52	Proposed
Enterprise Way Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Enterprise Way from Ave 52 to Ave 54	Proposed
Ave 51 Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes from 1330' west of Van Buren St. (West City Limit) to Van Buren St	Proposed
Shadow View Blvd. Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Shadow View Blvd. from Dillon Rd to Tyler St	Proposed
Bagdad Ave Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class III bike route on Bagdad Ave from Douma St to Grapefruit Blvd.	Proposed
SR-86S Expressway Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class III bike route on SR-86S Expressway from Dillon Rd to Airport Blvd. (South City Limit)	Proposed
Frederick St Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I bike path on Frederick St from Ed Mitchell Dr to Ave 49	Proposed
		Class II bike lanes from Ave 52 to Ave 54	Proposed

Project Name	Plan/Funding	Project Description and Location	Status
Ave 49 Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 49 from Jackson St to Van Buren St	Proposed
Ave 50 Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 50 from 1010' east of Jackson St (West City Limit) to Whitewater River	Proposed
Ave 44 Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 44 from Harrison St to Dillon Rd	Proposed
		Class II buffered bike lanes on Ave 44 from Monroe St to Harrison St	Proposed
Whitewater River Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I bike/NEV path on Whitewater River from Tyler St to Airport Blvd	Proposed
		Class I bike/NEV path on Whitewater River from 1340' east of Van Buren St (Indio East City Limit) to Tyler St	Proposed
Ave 51/52 Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I bike path midblock between Ave 51 and Ave 52 from Van Buren St to Frederick St	Proposed
Connector to Coachella Canal	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I bike path from Polk St to 1930' west of Pierce St	Proposed
Mitchell Dr Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Mitchell Dr from Grapefruit Blvd. to Van Buren St	Proposed
Ave 54 Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 54 from Van Buren St to Whitewater River	Proposed
		Class I bike path on Ave 54 from Harrison St to Tyler St	Proposed

Project Name	Plan/Funding	Project Description and Location	Status
Calhoun St Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Calhoun St from San Mateo Ave to South City Limit	Proposed
Van Buren St Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Van Buren St from Ave 48 to Ave 54	Proposed
		Class II bike lanes on Van Buren St from Ave 54 to Airport Blvd.	Proposed
Tyler St Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I bike path on Tyler St from Dillon Rd to Vista del Norte	Proposed
		Class II bike lanes on Tyler St from Ave 48 to Ave 50	Proposed
		Class III bike route on Tyler St from Ave 50 to Ave 52	Proposed
		Class II bike lanes on Tyler St from Grapefruit Blvd. to 54th Ave	Proposed
		Class I bike path on Tyler St from Ave 54 to Airport Blvd.	Proposed
		Class II bike lanes on Tyler St from Ave 54 to Airport Blvd.	Proposed
Vista del Norte Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Vista del Norte from Tyler St to Coachella Canal	Proposed
Ave 48 Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 48 from Tyler St to Coachella Canal	Proposed
		Class II buffered bike/NEV lanes on Ave 48 from Jackson St to Van Buren St	Proposed

Project Name	Plan/Funding	Project Description and Location	Status
Connector to I-10	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes from Ave 50 to I-10	Proposed
Ave 48 Multipurpose Path	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I multipurpose path/NEV path on Ave 48 from Van Buren St to Dillon Rd	Proposed
Dillon Rd Sidewalk Path	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class I sidewalk path/NEV path on Dillon Rd from Ave 48 to Whitewater River	Proposed
Dillon Rd* Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike/NEV lanes on Dillon Rd* from Harrison Pl to Whitewater River	Proposed
Grapefruit Blvd. Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Grapefruit Blvd. from Dillon Rd/Ave 48 (West City Limit) to Ave 54 (East City Limit)	Proposed
Spotlight 29 Casino Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike/NEV lanes on access road along east side of Spotlight 29 Casino from just south of I-10 to Harrison Pl	Proposed
Harrison Pl Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike/NEV lanes on Harrison Pl from access road along east side of Spotlight 29 Casino to Dillon Rd	Proposed
Unpaved Road* Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike/NEV lanes on unpaved road from Ave 52 to future extension to La Entrada	Proposed
Ave 45 Bikeway	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Ave 45 from Monroe St to Harrison St	Proposed
Airport Blvd Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes on Airport Blvd from Orange St to Buchanan St	Proposed
		Class II bike lanes on Airport Blvd from Monroe St to Polk St	Proposed

Project Name	Plan/Funding	Project Description and Location	Status
Pierce St Bikeways	Coachella Valley Association of Governments Active Transportation Plan (2019)	Class II bike lanes from Ave 52 to Harrison St	Proposed
		Class I bike path from 1000' North of Ave 55 to Ave 55	Proposed
		Class II bike lanes on Pierce St from 1320' north of Ave 55 (North City Limit) to Ave 55 (South City Limit)	Proposed
Dillon Rd and Lucky Wy	Dillon Rd Street Improvement Plan	New signalized intersection at Dillon Rd and Lucky Wy	Proposed
Van Buren St and Dan Ed Mitchell Dr	Rancho Las Flores Park Project Phase 2	New signalized intersection at Van Buren St and Dan Ed Mitchell Dr adjacent to Rancho Las Flores Park	Proposed
Ave 50 and Tyler St	Avenue 50 Corridor Project	New signalized intersection at Avenue 50 and Tyler St	Proposed
Ave 53 and Calle Empalme	Heptagon Seven on-call engineering services budget	New roundabout at the intersection of Ave 53 and Calle Empalme	Proposed

Table 3 – Review of City Projects from City of Coachella CIP

Project Name	Timeline	Roadway Improvements
City of Coachella Mobility Projects	Completed	New bike lanes, sidewalks, pathways, pedestrian crossings, intersection modifications, signing and lighting improvements completed in 2018 and funded through competitive grants.
City of Coachella Interconnect Project	Completed	Synchronization of traffic signals throughout the city using a fiber optic backbone. Completed in 2016
Avenue 52 Grade Separation	Completed	Grade separation of Ave 52 from SR 111 and railroad tracks and new connector road. Completed in 2015.
Bagdouma Park Improvements	Completed	New park design informed by public outreach. New road along west side of park and two new traffic signals. Completed in 2014.
Rancho Las Flores Park	Completed	Park design and programming informed by public outreach. Funded by Prop 84 grant. Completed in 2012.
Street R.E.A.S. Rehabilitation Project	Under Construction	Slurry seal of the City's roadways using Rubberized Emulsion Aggregate Slurry (REAS).
Avenue 50 Corridor Project	Under Construction	Various intersection and roadway capacity expansions, grade separation from railroad tracks, SR 86 interchange expansion, and extension to I-10.
Dillon Corridor Project	Future	Various roadway capacity and interchange improvements on Dillon Rd from Ave 48 to Vista Del Norte.
Arts and Music Line	Future	9-mile bike route along Ave 48 between Washington St and Dillon Rd, on tothe Whitewater River, spanning the cities of La Quinta, Indio, and Coachella

6. Data Summary

This section describes the data sources used for the analysis process of this LRSP.

6.1 Roadway Network

The California Department of Transportation (Caltrans) California Road System (CRS) GIS database was used to build the base roadway network used for this analysis. Intersections and roadway segments were divided into control and classification categories so that each set could have its own crash rates and be compared with similar facilities or control type. Functional Classifications were imported from the city's General Plan and confirmed by city staff. Information on intersection traffic control was provided by the city and included in the analysis network. The crash analysis requires each intersection to be classified by type: Signalized or Unsignalized. **Figure 3** illustrates the City of Coachella's roadway functional classification and intersection control type, respectively, as used for this study.

6.2 Crash Data

Crash data was collected from the Transportation Injury Mapping System (TIMS) for the period from January 1, 2018, through December 31, 2023. Six years of data are utilized instead of the standard three years to provide more history to evaluate trends or patterns. Analysis of the raw crash data is the first step in understanding the specific and systemic challenges faced throughout the City. Analyzing the six years of data provided insight on the following crash trends and patterns. All crashes analyzed in the study period are shown in **Figure 4**. Analyzing the six years of data provided insight on the crash trends and patterns detailed in **Section 7.** The locations of fatal and severe injury crashes are displayed in **Figure 5.**

Figure 3 – Functional Classification & Signalized Intersections

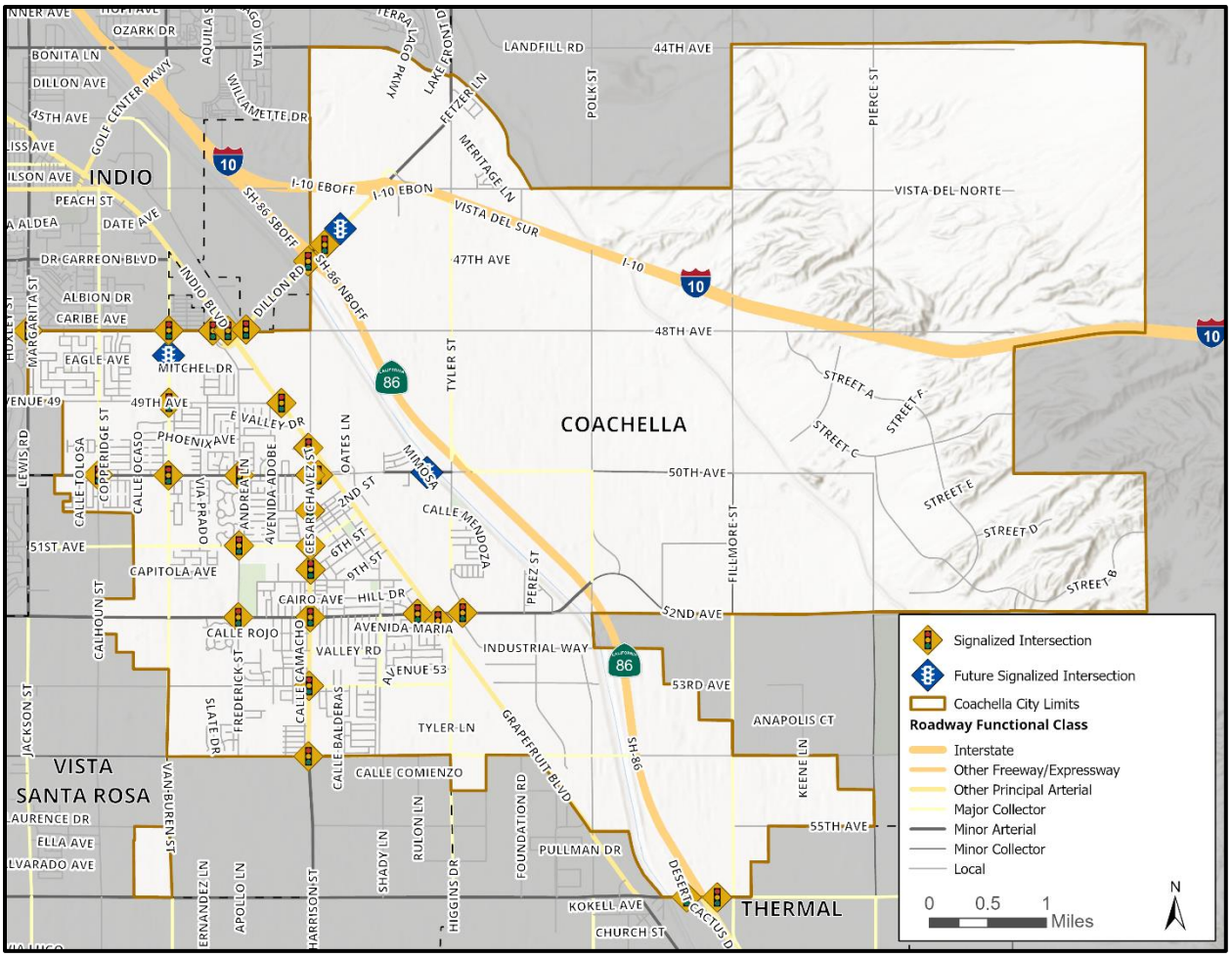


Figure 4 – All Crashes (2018-2023)

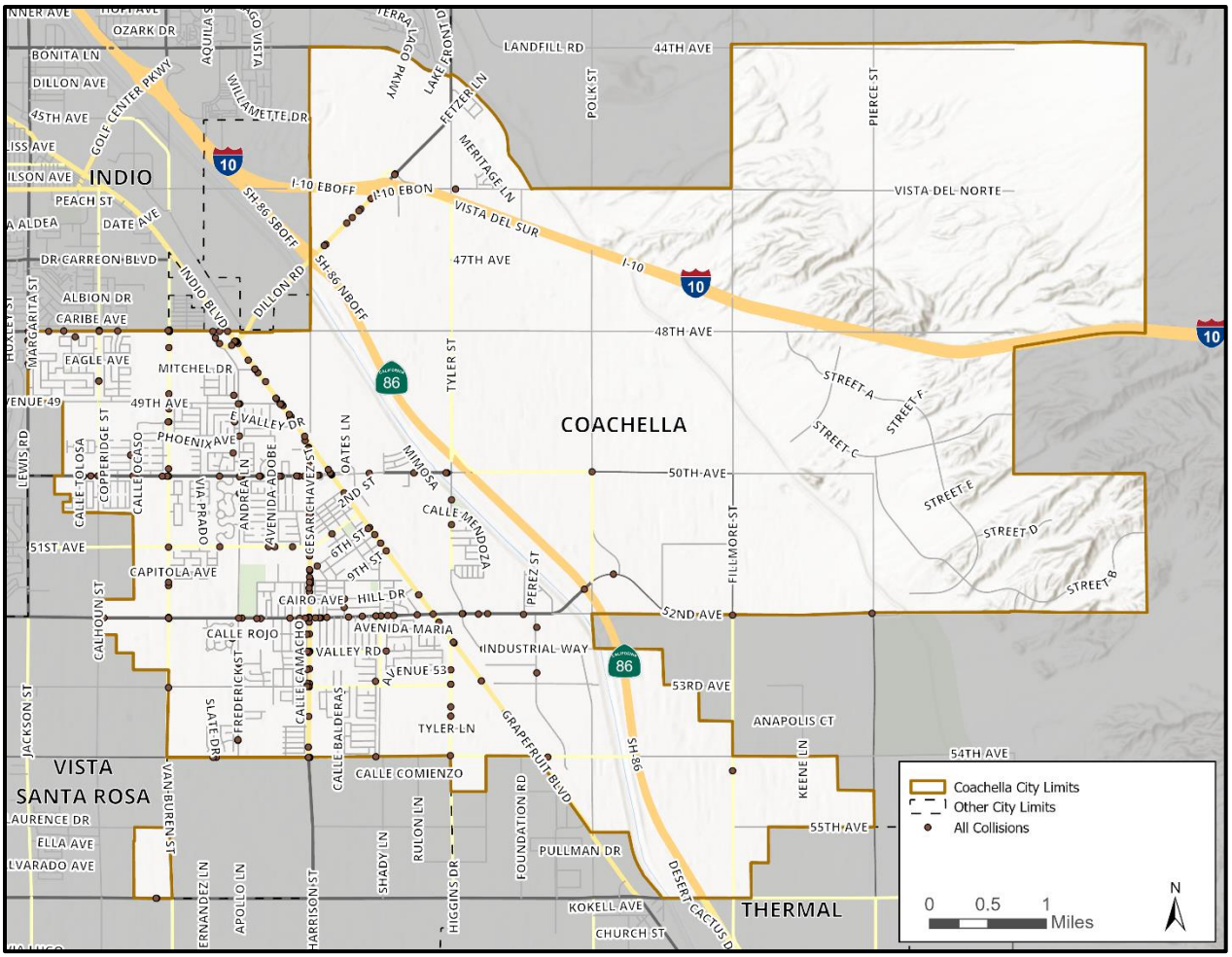
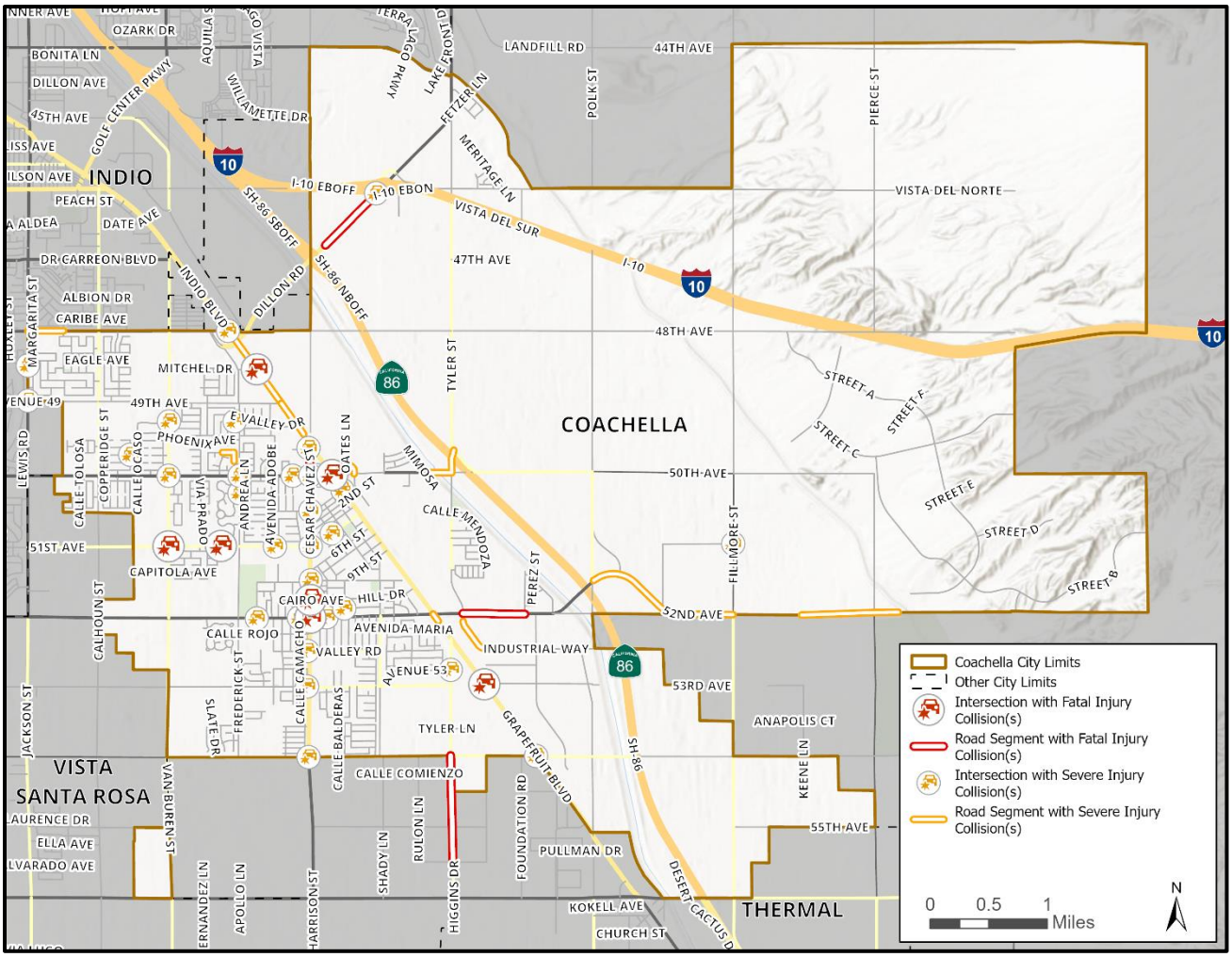


Figure 5 – Fatal & Severe Injury Crashes (Map) (2018-2023)



7. Crash Safety Trends

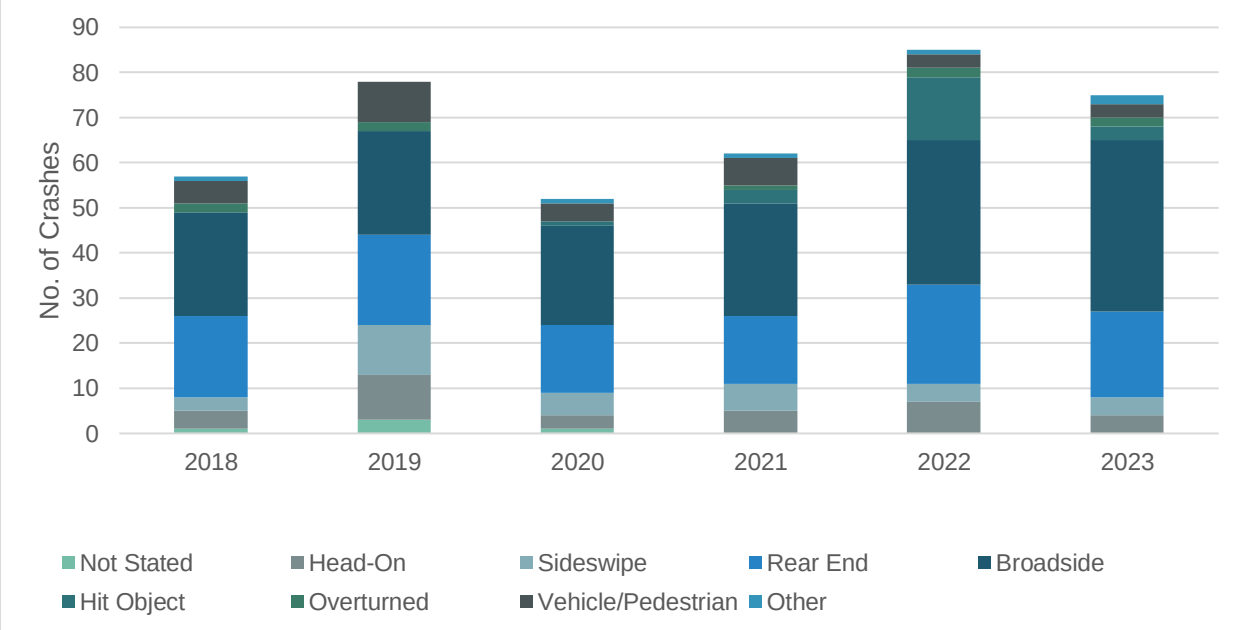
The analysis was conducted using a network screening process for the City-maintained roadway system based on crash records spanning from January 1, 2018, to December 31, 2023. This section contains the results of the analysis, which included the evaluation of Coachella's fatal and serious injury (generally denoted as K+SI) crashes, statewide K+SI crashes, pedestrian crashes, bicycle crashes, crash severity levels, and crash causes.

7.1 All Crashes

This report utilized crash data for a five-year period to provide a better understanding of trends and to reflect the patterns in crashes that have occurred on City streets. Data used for this report were extracted from TIMS analytics on August 7, 2024, and was current as of that date. Crash data from January 1, 2018, through December 31, 2023, as reported to TIMS from the local enforcement, indicated that during this time there were 409 crashes recorded within Coachella.

During the study period, the most common occurring crash types were Broadsides (40%) and Rear-Ends (27%). The total number of crashes increased between 2018 and 2019, before decreasing in 2020 and then generally increasing until the end of the study period to return to 2019 levels. Total number of crashes in a calendar year peaked in 2022, at 85 crashes. **Figure 6** shows the crash type by year.

Figure 6 – Crash Type by Year (2018-2023)



Source: SWITRS - TIMS Database (2018-2023)

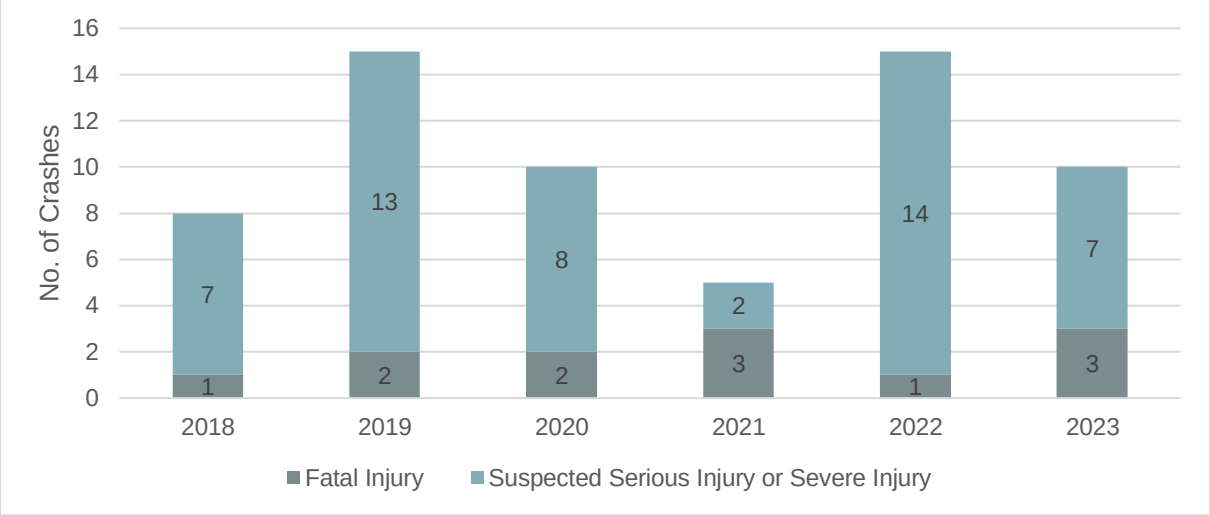
7.2 Fatalities & Severe Injuries

During the study period, 12 fatal crashes and 51 suspected serious or severe injury crashes occurred, as seen in Figure 5**. Table 4** outlines the fatal and severe injury crashes categorized by modes involved.

Table 4 – Fatal and Severe Injury Crashes Categorized by Modes Involved (2018-2023)

Involved with	# of Severe Injury Crashes	# of Fatal Crashes
Bicycle	4	1
Fixed Object	7	1
Motor Vehicle on Other Roadway	1	0
Non-collision	3	0
Other Motor Vehicle	25	6
Other Object	3	0
Parked Motor Vehicle	0	0
Pedestrian	7	4
Not Stated	1	0

Figure 7 – Fatal & Severe Injury Crashes (2018-2023)

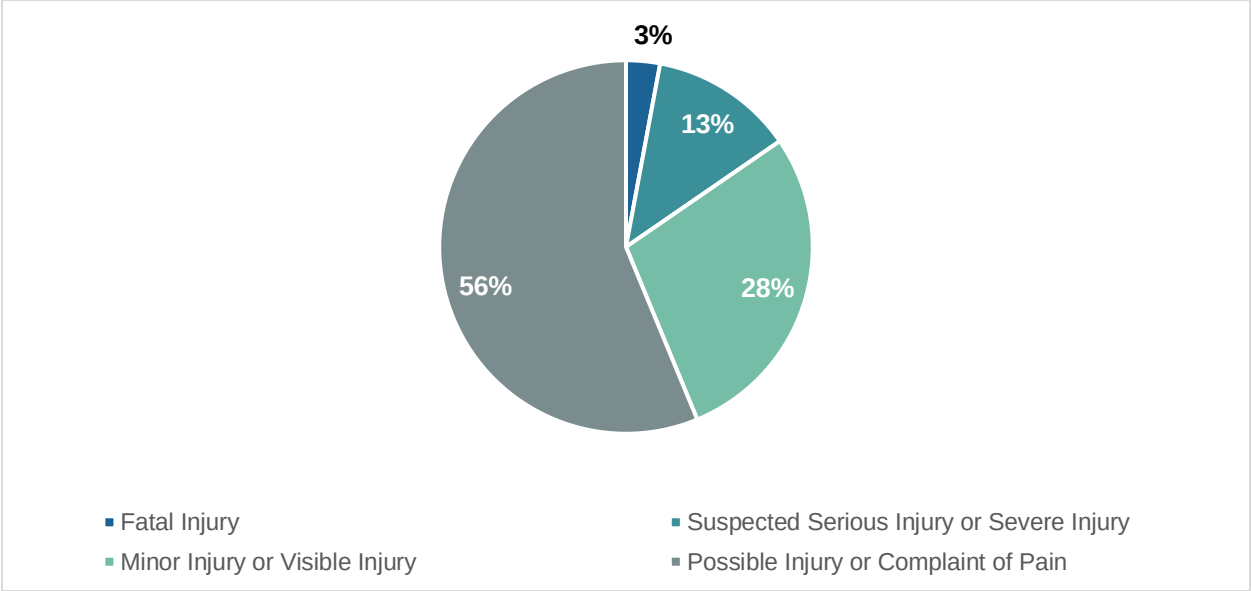


Source: SWITRS - TIMS Database (2018-2023)

7.3 Injury Levels

As shown in **Figure 8**, fatalities and severe injuries totaled 16% of all crashes. Minor or visible injuries totaled 28%, and possible injuries totaled 56%.

Figure 8 – Crashes by Injury Levels (2018-2023)



Source: SWITRS - TIMS Database (2018-2023)

7.4 Cause of Crash

The highest recorded cause of crashes in Coachella during the study period is Unsafe Speed at 24.69%, followed by Automobile Right of Way at 18.34% and Traffic Signals and Signs at 17.11%. Traffic Signals and Signs type occurs at intersections or roadway segments where drivers fail to obey traffic signs or road signs.

Table 5 - Cause of Crashes (2018-2023)

Primary Crash Factor	No. of Crashes	%
Unsafe Speed	101	24.69%
Automobile Right of Way	75	18.34%
Traffic Signals and Signs	70	17.11%
Driving or Bicycling Under the Influence of Alcohol or Drug	39	9.54%
Improper Turning	39	9.54%
Unknown	17	4.16%
Unsafe Lane Change	17	4.16%
Pedestrian Violation	11	2.69%
Unsafe Starting or Backing	8	1.96%
Not Stated	8	1.96%
Pedestrian Right of Way	7	1.71%
Other Hazardous Violation	5	1.22%
Wrong Side of Road	5	1.22%
Other Than Driver (or Pedestrian)	3	0.73%
Following Too Closely	3	0.73%
Improper Passing	1	0.24%
Unsafe Speed	101	24.69%
Automobile Right of Way	75	18.34%
Traffic Signals and Signs	70	17.11%
Driving or Bicycling Under the Influence of Alcohol or Drug	39	9.54%
Improper Turning	39	9.54%
Unknown	17	4.16%
Unsafe Lane Change	17	4.16%
Pedestrian Violation	11	2.69%

Source: SWITRS - TIMS Database (2018-2023)

7.5 Vulnerable Users

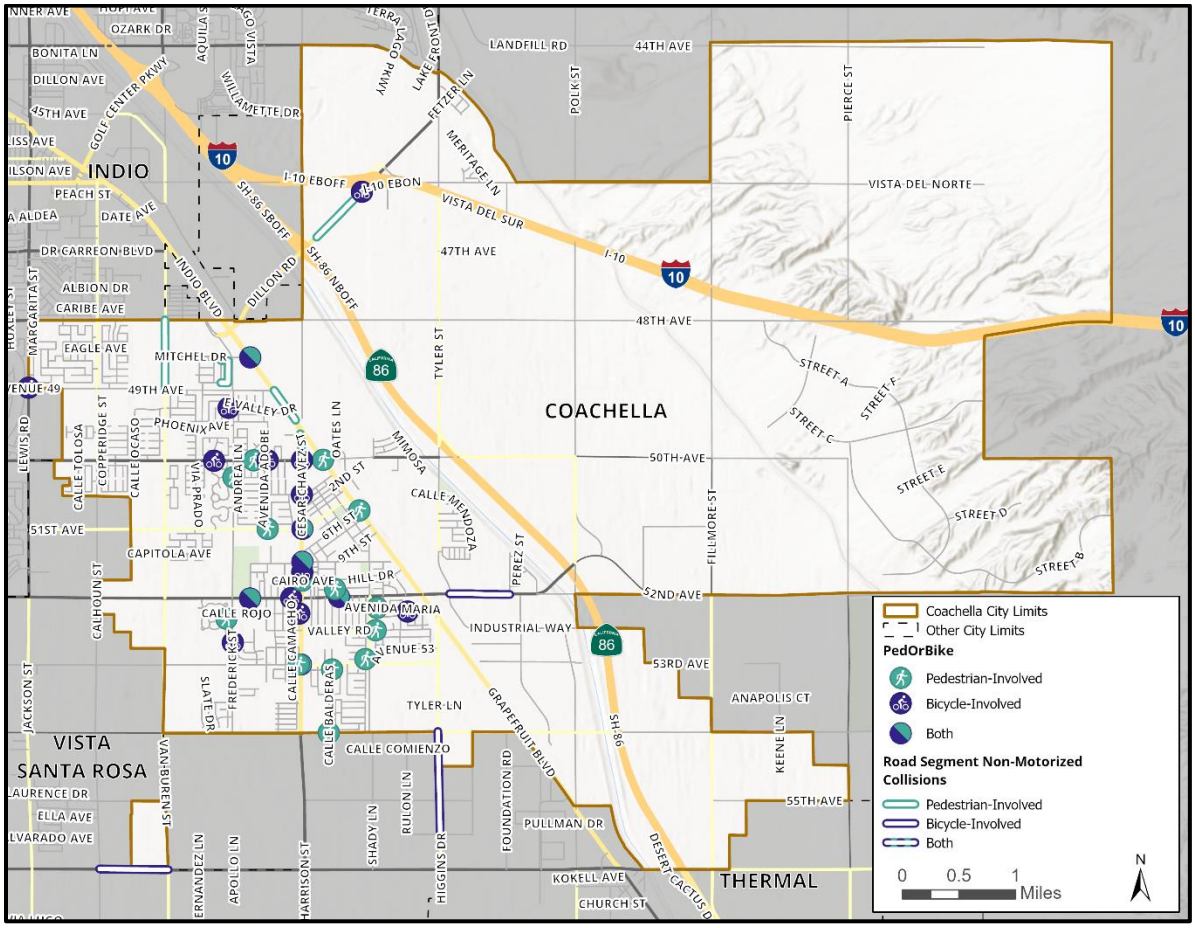
7.5.1 Pedestrian Crashes

28 pedestrian involved crashes occurred during the study period, resulting in 4 fatal crashes, 7 suspected serious or severe injury crashes, 7 minor or visible injury crashes, and 10 possible injury or complaint of pain crashes. **Figure 9** shows the locations of pedestrian crashes during the study period.

7.5.2 Bicycle Crashes

During the study period, 24 crashes involving bicycles were reported. Of these, 1 was fatal, 4 resulted in suspected serious or severe injuries, 12 resulted in minor or visible injuries, and 7 resulted in possible injuries or complaints of pain. **Figure 9** shows the location of bicycle crashes during the study period.

Figure 9 – Pedestrian & Bicycle Crashes (2018-2023)



7.6 Time of Day

Crashes in Coachella occurred more in the PM hours versus the AM hours, with 71.4% of crashes occurring in the PM hours, and 28.6% occurring in the AM hours. The peak period of crash activity was from 1:00 pm to 10:00 pm. A significant number of crashes occurred during nighttime hours. 38.6% of crashes occurred at night or during the dusk/dawn hours. 6.4% of crashes occurred at night where there were no streetlights.

7.7 Time of Year

The total number of crashes vary by month of year. The most common month for crashes was September, with 46 crashes between 2018 and 2023. Crashes tended to occur more frequently in the later half of each calendar year. The month with the fewest number of crashes was February, with 20 total crashes between 2018 and 2023.

7.8 Behavioral Driving

Aggressive driving and impaired driving are two important behavioral factors that often significantly contribute to crash types and severities. These areas are studied in the analysis. Caltrans defines aggressive driving as behaviors that include speeding, tailgating, and running stop signs or red lights. These behaviors were predominant in 42.5% of the crashes in Coachella during the study period.

Impaired driving is defined by Caltrans as any instance where a driver, pedestrian, bicyclists, or motorcyclist is under the influence of alcohol, illicit drugs, or prescribed or over-the-counter medication. 10.8% of the crashes in Coachella during the study period (2018-2023) involved impairment. Impairment was the primary collision factor in 9.5% of the crashes in Coachella during the study period

7.9 Driver Age

Two groups of drivers typically have a higher impact on the number of crashes. Aging Drivers (age 65 and up) and Young Drivers (ages 16-25) are more often found at fault for crashes they are involved in. In Coachella, the crash data for 2018-2023 period indicated that 79% of the crashes within Coachella involved Seasoned/Mature Drivers, 41% involved Young Drivers, and 12% involved Aging Drivers.

7.10 Statewide Comparison

A comparison of fatal & severe injury crash data to the State averages were conducted for data from 2009-2018 (the most recent statewide data available). These numbers may vary slightly from those mentioned previously, due to the differences in the years of the study period. The following are areas where Coachella's crash rates are higher or lower than those of the State. These numbers specifically compare the proportion of fatal and serious injury crashes that have the characteristics listed in **Table 6**.

Table 6 – Comparison of Statewide and Coachella Fatal & Severe Injury Crashes (2009-2018)

Challenge Areas	Statewide		Coachella		
	F+SI Crashes (2009-2018)	% of F+SI Crashes (2009-2018)	F+SI Crashes (2009-2018)	% of F+SI Crashes (2009-2018)	% Point Difference
Total	**133,737**	**100.0%**	**105**	**100.0%**	-
Improper Use of Occupant Protection	19,016	14.2%	28	26.7%	**12.4%**
Impaired Driving	33,795	25.3%	38	36.2%	**10.9%**
Intersections	31,587	23.6%	35	33.3%	**9.7%**
Aggressive Driving	44,253	33.1%	43	41.0%	**7.9%**
Driver Licensing	7,428	24.7%	12	32.4%	**7.8%**
Distracted Driving	6,712	5.0%	9	8.6%	**3.6%**
Pedestrians	25,713	19.2%	22	21.0%	**1.7%**
Commercial Vehicles	8,523	6.4%	8	7.6%	**1.2%**
Lane Departure	57,850	43.3%	44	41.9%	-1.4%
Work Zones	1,919	1.4%	34	0.0%	-1.4%
Young Drivers	11,471	13.1%	0	10.5%	-2.6%
Bicyclists	11,088	8.3%	5	4.8%	-3.5%
Aging Drivers (65+)	16,525	12.4%	7	6.7%	-5.7%

7.11 Crash Network Screening Analysis Results

Figure 10 below show the results of the crash network screening analysis, with the number of crashes at both intersections and mid-block roadway segments.

Figure 10 – Crash Network Screening Analysis Results (2018-2023)

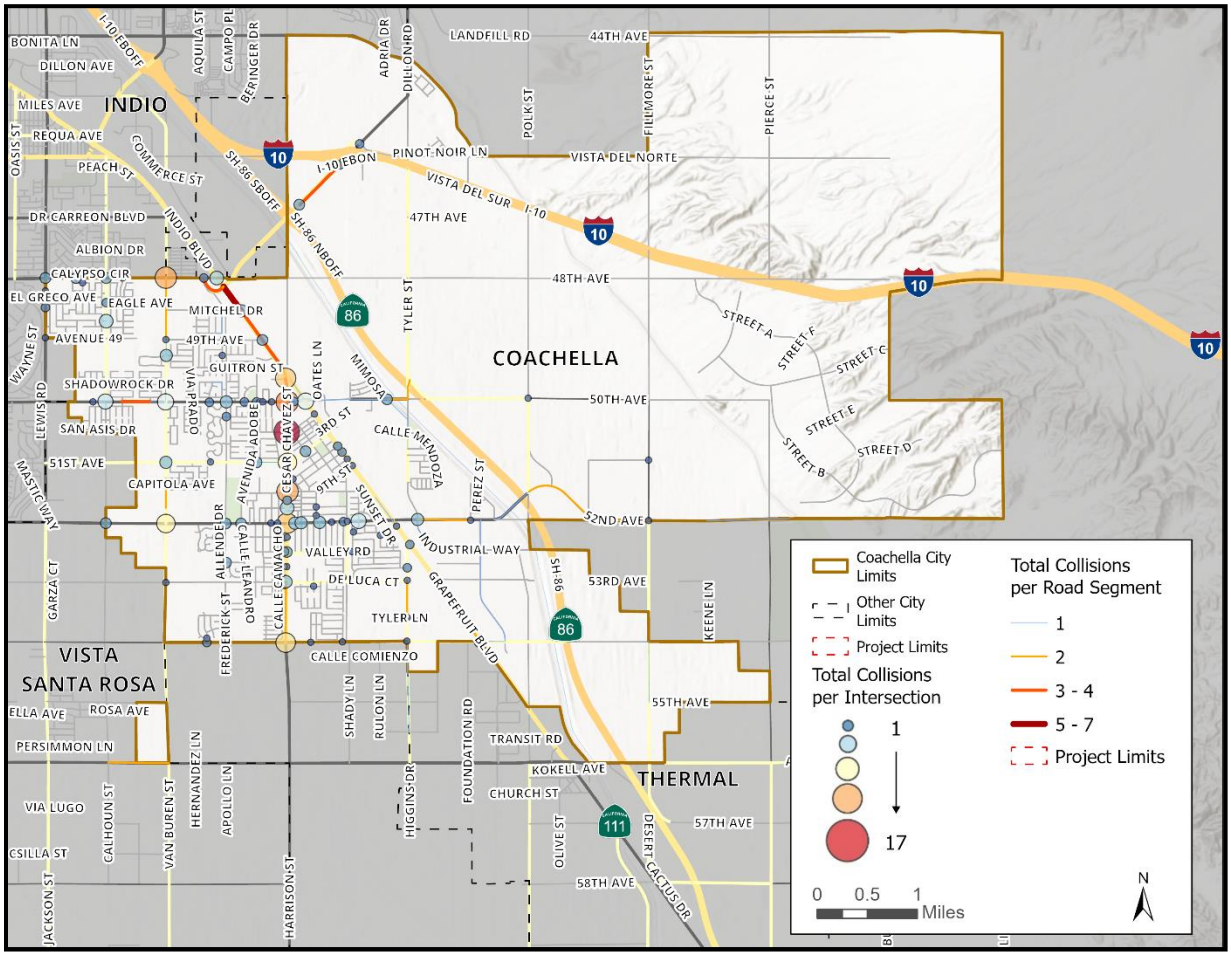


Table 7 and 8 show the number of crashes occurring at the significant locations in Coachella by crash type for the locations that will be studied further in the Report, and highlights locations in which the probability of those crash types exceeding the threshold proportion is greater than 33%.

The tables are ordered by the number of crashes that occurred at that segment or intersection. To be statistically significant, besides two exceptions, only locations where more than two crashes occurred are represented. At locations with two or less crashes, random chance can account for crash history as much or more than specific roadway characteristics.

The tables are separated into sub-sections visible by the blue gradient. The first two columns, Crashes and CCR, represent the level of crash activity in absolute terms, and as relative to other similar locations, respectively.

Per guidance from the Local Roadway Safety Manual (LRSM) each sub-population of locations was ranked according to the number of crashes. The second column shows the CCR, which highlights whether or not the crash activity was higher or lower than the average for the sub-population based on the individual segment or intersection volume. This volume was either collected through data count resources or calculated based on the roadway classification. All averages used in the CCR calculation were established based on City of Coachella crash data to determine what locations might be best to prioritize at the local level. This process highlights locations of crashes that are unusual for the City to determine Coachella's challenge areas, and not problems faced by peer cities that do not apply in Coachella. The remaining columns total crashes by type, to evaluate each sub-population and understand what proportion of crashes in the City are of a particular type. The citywide proportion was compared with the local intersection or segment specific proportion to determine which locations have more of a given crash type than would be expected when considering the City average. A confidence level of 95% was used for the CCR Calculations. For this study, two categories of ranges were highlighted:

- **Light Gray:** >50% probability that this crash type is over-represented on this segment/intersection as compared to other characteristically similar locations within the City of Coachella. Although these locations have a slightly higher probability of this crash type than their counterparts, they are not necessarily highly significant.
- **Dark Gray:** >75% probability that this crash type is over-represented on this segment/intersection as compared to other characteristically similar locations within the City of Coachella. These locations are highly significant in regard to the number of crashes occurring here and should be further investigated.

After this analysis was completed, the locations were ranked against other similar locations within the City by their categories according to the expected proportion of that crash type within Coachella. Locations with higher-than-expected crashes of that type were identified by the probability that random chance would not account for exceedances.

Additionally, it should be noted that the columns for Crash Severity, Type, Involved With, and Behavior are additional characteristics of the crash and should not be counted as a separate crash.

The following provides an example of how to read **Tables 7 and 8.**

Table Definitions:

- Total Crashes: Number of crashes observed at the intersection or segment from January of 2018 through December of 2023.
- Severity: The number of severe injury and fatal crashes that occurred at this location in the study period.
- Fatality: The number of fatal crashes that occurred at this location in the study period.
- Broadside, Sideswipe, Rear-End, Head-On, Hit Object, Overturned, Other, Pedestrian, Bicycle: The number of these types of crashes that occurred at this location in the study period.
- Other: The number of miscellaneous crash types (mostly single vehicle) that occurred at this location in the study period.
- Aggressive, Dark, Wet: The number of the crashes with this factor identified as the cause of crash.

Table 7 – Analysis Results: Intersections

No.	Intersection	Crashes	Local CCR Differential[1]	EPDO[2]	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Signalized Intersections																							
1	*Westerfield Way & Cesar Chavez St*	**17**	0.0	276		1	3	13		7	2	5	2	1				2	12	2			
2	*Cesar Chavez St & 50th Ave*	**13**	0.0	265		1	6	6		6	2	4				1		1	7	2	1		
3	*48th Ave & Van Buren St*	**12**	-0.1	78			1	11		5	1	3	3						6	3	1		
4	*52nd Ave & Cesar Chavez St*	**11**	0.0	239	1		3	7		8		3							4		3		
5	*Cesar Chavez St & Park Ln*	**11**	0.0	239		1	3	7		3	1	5	2						7		1		
6	*54th Ave & Cesar Chavez St*	**10**	0.0	392		2	3	5		8		1							5	1	1		
7	*Cesar Chavez St & 51st Ave*	**9**	0.0	232		1	4	4		6		2					1	2	4		1		
8	*52nd Ave & Van Buren St*	**9**	-0.1	69			3	6		2	1	5	1						6	1	1		
9	*50th Ave & Van Buren St*	**7**	0.0	360		2		5		1	1	5							6			1	
10	*50th Ave & Calhoun St*	**6**	-0.1	50			3	3		5	1								3	1			
11	*48th Ave & Grapefruit Blvd*	**5**	0.0	194		1	1	3		2	2		1						1	1			1
12	*53rd Ave & Cesar Chavez St*	**4**	0.0	29			1	3		2							1	1	2				1
13	*51st Ave & Van Buren St*	**4**	-0.1	188	1		1	2		4									2				
14	*Industrial Way & 52nd Ave*	**4**	-0.1	34			2	2		2		1	1						2		1		
15	*50th Ave & Frederick St*	**4**	0.0	188		1	1	2		1	1	1	1						2		1		
Unsignalized Intersections																							
1	*Bagdad Ave & Cesar Chavez St*	**12**	0.0	409		2	4	6		4		3	1			1	3	1	5	1		1	1

No.	Intersection	Crashes	Local CCR Differential[1]	EPDO[2]	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
2	50th Ave & Grapefruit Blvd	7	-0.1	215	1		3	3		1	1	3	1				1		4	1	1	1	
3	52nd Ave & Genoa Dr	6	-0.1	46			2	4		4		2							5	1			1
4	Cairo Ave & Cesar Chavez St	5	0.0	352	2		1	2		2		2					1		2		1	1	1
5	Calhoun St & San Ignacio Ave	5	-0.1	35			1	4				5							5	2		2	
6	Grapefruit Blvd & 54th Ave	4	0.0	188		1	1	2		1		1	2						1		1	2	
7	52nd Ave & Jennifer Way	4	-0.1	29			1	3		1	1	1		1					2				
8	52nd Ave & Tripoli Way	4	0.0	183		1		3		2	1	1											
9	52nd Ave & Las Palmas St	4	-0.1	29			1	3		1	1						2	1					1
10	Fiesta Rd & Van Buren St	4	0.0	188		1	1	2		3			1							1			
11	Grapefruit Blvd & Mitchell Dr	4	0.0	346	1	1	1	1		2		1					1	1	2			1	
12	52nd Ave & Douma St	3	0.1	494		3									1		2	1	1			1	
13	6th St & Cesar Chavez St	2	0.0	12				2		1		1							1				
14	53rd Ave & Calle Empalme	0	-0.6	0																			

1. Local Critical Crash Rate Differential
2. Equivalent Property Damage Only Crashes

= Local CCR Differential > 1.0

= Local CCR Differential 0.33-1.0

= Local CCR Differential < 0.33

= 90-100% probability that crash type is over-represented

= 80-90% probability that crash type is over-represented

= 70-80% probability that crash type is over-represented

Table 8 – Analysis Results: Segments

No.	Facility	Limits	Crashes	Local CCR Differential[1]	EPDO[2]	*Fatal*	*Serious Injury*	*Other Visible Injury*	*Complaint of Pain*	*PDO*	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Principal Arterial																								
1	Grapefruit Blvd	Dillon Rd Overpass to Mitchell Dr	**7**	0.1	378		2	4	1		3	1		2	1					2		1		
2	Cesar Chavez St	1st St to 50th Ave	**5**	0.0	198		1	2	2		3		1						1		1			
3	Cesar Chavez St	50th Ave to Grapefruit Blvd	**4**	0.0	192	1		2	1		3							1						
4	Dillon Rd	Harrison Pl to Vista Del Sur	**4**	0.1	188	1		1	2		2	1						1					1	
5	Grapefruit Blvd	Mitchell Dr to 49th Ave	**3**	-0.1	177		1		2				2		1					2		1		
6	Grapefruit Blvd	49th Ave to Gateway Center Southern Driveway	**3**	-0.1	177		1		2				2					1		2	1			
7	Dillon Rd	48th Ave to Grapefruit Blvd Underpass	**3**	0.1	18				3			1			2									
8	Cesar Chavez St	53rd Ave to 54th Ave	**2**	-0.2	12				2				2							1				
9	Grapefruit Blvd	Gateway Center Southern Driveway to Park Ln	**2**	-0.1	12				2				2							1		1		
10	Grapefruit Blvd	53rd Ave to 54th Ave	**2**	-0.2	17			1	1				1		1					1	1			
11	Dillon Rd	Grapefruit Blvd Underpass	**2**	5.8	12				2			1	1							1			1	

No.	Facility	Limits	Crashes	Local CCR Differential[1]	EPDO[2]	*Fatal*	*Serious Injury*	*Other Visible Injury*	*Complaint of Pain*	*PDO*	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
12	Cesar Chavez St	4th St to 6th St	**2**	-0.2	17			1	1				2							2				
Minor Arterial																								
1	50th Ave	Hornblend St to Calle Puesta del Sol	**3**	0.2	27			2	1				1	1		1				1		1	1	
2	52nd Ave	Industrial Wy to La Ponderosa Dr	**2**	0.1	171	1			1		1				1				1			1		
3	Airport Blvd	Calhoun St to Van Buren St	**2**	0.2	21			2			2								1	1				
4	50th Ave	Kenmore St to Cesar Chavez St	**2**	0.2	17			1	1			1												
5	50th Ave	Magnolia/Tyler St to Tyler St/50th Ave	**2**	0.0	329		2						1			1				2			1	
6	52nd Ave	Hernandez St to Polk St	**1**	-0.1	11			1			1										1			
Major Collector																								
1	Van Buren St	48th Ave to 49th Ave	**2**	-0.1	12				2			1	1					1		1				
2	Van Buren St	Private Rd to Manhattan Dr	**2**	0.1	17			1	1		1				1							1		
3	Tyler St	Tyler Ln to 53rd Ave	**2**	1.1	12				2			2										1	1	
Minor Collector																								

No.	Facility	Limits	Crashes	Local CCR Differential[1]	EPDO[2]	*Fatal*	*Serious Injury*	*Other Visible Injury*	*Complaint of Pain*	*PDO*	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
1	52nd Ave	Polk St to Fillmore St	**2**	0.1	175		1	1							1	1						1	1	

1. Local Critical Crash Rate Differential
2. Equivalent Property Damage Only Crashes

= Local CCR Differential > 1.0

= Local CCR Differential 0.33-1.0

= Local CCR Differential < 0.33

= 90-100% probability that crash type if over-represented

= 80-90% probability that crash type is over-represented

= 70-80% probability that crash type is over-represented

8. Best Practices Evaluation and Emphasis Areas

8.1 Best Practices Evaluation

Table 9 identifies existing plans and policies that were recently completed, or are planned, or on-going within the City of Coachella. The intent of this review is to provide an idea of the types of strategies in place or encouraged by the City that may impact the safety analysis process. It will also identify opportunity areas where the City could adopt non-infrastructure countermeasures. This table also ties each topic and enhancement to the emphasis areas that are laid out in **Section 8.2.**

Table 9 – Summary of Program, Policies, and Practices

Topic	Initiatives/ Current Status	Opportunities for Implementation or Enhancement
COMMITTEES / ROLES		
Does the City have an Active Transportation Coordinator?	No, the City does not have an Active Transportation Coordinator	Develop an Active Transportation Coordinator role; Plan to maintain the role through personnel changes
Does the City have a Safety or Active Transportation Advisory Committee?	No, the City does not have a Safety or Active Transportation Advisory Committee	Develop a committee and have board committee meetings to discuss roadway and transportation safety issues and efforts
Does the City have an Active Transportation Safety Education Program?	No, the City does not have an Active Transportation Safety Education Program	Develop an Active Transportation Safety Education Program
POLICY / PLANS		
Does the City have a Complete Streets Plan?	No, the City does not have a Complete Streets Plan	Develop a Complete Streets Plan; Continue to plan for complete streets improvements as part of regular planning process
Does the City assess Traffic Impact Fees?	Yes, the City currently assesses impact fees	Continue to assess Traffic Impact Fees and apply funding to transportation improvements
Does the City have a Safe Routes to School program?	Yes, although the current plan is outdated and most of the projects listed in the plan have been completed	Continue following recommendations laid out in current plan; Develop an updated Safe Routes to School program with funding, utilize crash analyses to refocus efforts
Does the City implement Traffic Calming Policies?	Yes, the City has installed median refuge islands, RRFBs, curb extensions, and speed bumps at strategic locations	Continue to implement traffic calming policies where necessary

Does the City regularly conduct Speed Surveys?	No, the City does not regularly conduct Speed Surveys	Develop a plan to conduct regular speed surveys required by California Vehicle Code; Identify opportunities for speed limit reduction per new law, AB 43.
Does the City utilize Warrants for Stop Signs and Signals?	Yes the City utilizes Warrants for Stop Signs and Signals	Continue to utilize warrants for stop signs and signals
Does the City have Transportation Demand Management (TDM) or Vehicle Miles Travelled (VMT) Reduction policies?	No	Develop policies that align with state TDM and VMT guidelines
Does the City perform Traffic Crash Monitoring?	No	Utilize Crossroads or TIMS database for spot monitoring; complete citywide monitor on regular basis
Does the City have an Active Transportation Master Plan?	Yes	Continue to implement Active Transportation Plan
Does the City have CAMUTCD-compliant Pedestrian Signal Timing?	Unknown	Verify that pedestrian signals are CAMUTCD-compliant and upgrade those which are not; Continue to update pedestrian signal timing as new standards are developed; Explore the implementation of bicycle signal timing and bicycle detection at key locations.
Does the City implement Crosswalks at high pedestrian locations?	Yes	Continue to implement these improvements where feasible; keep updated with best practices regarding pedestrian improvements
What type of traffic enforcement does the City conduct?	Enforcement is contracted through the Riverside County Sheriff's department	Continue to enforce traffic laws at key locations; Apply for OTS funding to expand enforcement activities; Consider in-house enforcement and/or targeted enforcement strategies
What is the City's Bicycle Policy?	The City does not have a Bicycle Policy	Develop a Bicycle Master Plan and Program, considering city and regional Active Transportation Plans; Utilize crash analysis to focus efforts
What types of transit does the City have?	Sunline Transit Agency provides public transit	Identify areas of high transit usage and focus crash analysis efforts at these locations

What types of wayfinding does the City have?	Minimal wayfinding signs throughout the City - mainly on Grapefruit Blvd	Identify areas where wayfinding can be expanded, including pedestrian and destination wayfinding
DATA COLLECTION / INVENTORY		
Does the City have an Inventory of Pedestrian Signs and Signals?	Inventory of pedestrian signals; not signs	Continue to take inventory of these signals as they are updated/installed; Incorporate inventory into GIS database; Develop inventory of pedestrian signs
Does the City have an Inventory/Mapping of Active Transportation Routes?	There is an active transportation map	Continue to update inventory as active transportation routes are expanded; Incorporate into GIS database
Does the City utilize Crossroads Database for crashes?	No	Utilize Crossroads or TIMS database for spot monitoring; complete citywide monitor on regular basis
Does the City have Active Transportation Volume Counting?	No	Begin monitoring active transportation volumes; Incorporate into GIS database
COORDINATION / FEEDBACK		
What ways can citizens give feedback about roadway safety?	Online on City's website	Continue to expand ways that citizens can give feedback. Incorporate requests into GIS maps to show hotspots for requests.
What types of Coordination with other City organizations does your department perform?	The engineering department coordinates with most departments throughout the City for various projects	Continue to engage across departments and organizations; continue to involve these organizations in crash analysis and countermeasure development process
What types of School Engagement does the City perform?	The City attends active transportation workshops at the schools	Continue school engagement processes
What types of Law Enforcement/Emergency Service Engagement does the City perform?	Through the Riverside County Sheriffs department	Continue to engage law enforcement and fire department in roadway safety planning

8.2 Emphasis Areas

Emphasis areas represent crash factors that are common in the City and provide the opportunity to reduce the largest number of traffic injuries with strategic investment. Emphasis areas were developed by revisiting the vision and goals of this planning process and comparing them with the trends and patterns identified in the crash analysis.

8.2.4 Emphasis Area #1: Improper Use of Occupant Protection

Description: Occupant protection refers to various measures and system designs to ensure the safety of occupant in vehicles. This includes areas such as seat belts, child car seats, and automatic protection systems. Proper use of seat belts and other occupant safety devices is an important component of the "Safer Vehicles" and "Safer People" layer of protection. City of Coachella accounted for 28 crashes (26.7%) involving occupant protection related fatal and serious injuries. The City should aim to implement countermeasures to further protect these users from injury.

Goals for Emphasis Area #1:

- Increase occupant protection use by children
- Increase seat belt compliance
- Increase child safety seat usage
- Apply for HSIP, ATP, SS4A, and other funding to implement countermeasures to address vulnerable road user crashes

Strategies for Emphasis Area #1:

- Support policies, education, training, programs, and activities that promote and increase seat belt and child safety seat use. These programs should target various audiences including parents, caregivers, and teenagers.
- Collaborate with campaigns and programs in promoting and/ or increase occupant protection use
- Increase enforcement presence

These strategies will be implemented by the City, law enforcement, and community organizations. Funding sources for these strategies may include OTS, NHTSA, and SB1 grant programs.

8.2.1 Emphasis Area #2: Impaired Driving

Description: Impaired driving crashes are a high priority challenge area within the Caltrans SHSP. Caltrans defines these as crashes where any evidence of drug or alcohol use by the driver is present, even if the driver was not over the legal limit. 9.5% were reported as the driver being under the influence of alcohol or drugs.

Goal for Emphasis Area #2:

- Reduce the number of crashes attributed to impaired driving

- Identify hot spots and priority corridors for countermeasures to reduce impaired driving
- Apply for funding to implement countermeasures to reduce impaired driving crashes

Strategies for Emphasis Area #2:

- Authorize, publicize, and conduct sobriety checkpoints programs
- Implement an impaired driving education campaign
- Develop educational programs targeting specific audiences based on age group
- Additional enforcement presence
- Create effective media campaigns in both visual and print media

These strategies will be implemented by the City, law enforcement, and community organizations. Funding sources for these strategies may include OTS, NHTSA, and SB1 grant programs.

8.2.2 Emphasis Area #3: Intersection Improvements

Description: Crashes involved at intersections, interchanges, and other roadway access. About 79% of total of crashes took place at or near intersections. 39.06% of the fatal and severe injury crashes in Coachella took place at or near intersections, compared to 23.60% statewide.

Goal for Emphasis Area #3:

- Reduce the number of crashes at intersections, interchanges, and other roadway access.
- Identify hot spots and prioritize locations for intersection improvements.
- Apply for funding and implement countermeasures to address crashes at intersections for improvement.

Strategies for Emphasis Area #3:

- Engineering improvements are not limited but could include:
    - backplates with reflective borders
    - left-and right turn lanes at two-way controlled intersections
    - protected left-turn movements
    - battery back-up systems
    - intersection safety lighting
    - high visibility crosswalks
- Collaborate with Caltrans to prioritize safety at interchanges and promote walking and bicycling

These strategies can be implemented by the City with assistance from emergency services and community organizations. Funding sources for these strategies may include HSIP, OTS, and SB1 grant programs.

8.2.3 Emphasis Area #4: Aggressive Driving

Description: Aggressive driving, as defined by the Caltrans SHSP, includes several behaviors including speeding, tailgating, and ignoring traffic signals and signs. Aggressive driving behaviors (unsafe speed or following too closely) accounted for 42.5% of crashes.

Goal for Emphasis Area #4:

- Reduce the number of crashes due to aggressive driving in the City
- Identify hot spots and priority corridors for aggressive driving
- Apply for funding and implement countermeasures to address aggressive driving

Strategies for Emphasis Area #4:

- Educational campaign to target aggressive drivers
- Increased law enforcement presence near aggressive driving hotspots
- Increased coordination with law enforcement and other community organizations
- Evaluate opportunity to reduce posted speed limits based on new law (AB 43)
- Engineering strategies such as:
    - Dynamic speed feedback signs
    - Temporary speed radar trailers

These strategies will be implemented by the City, while partnering with Caltrans, Southern California Association of Governments (SCAG), California Highway Patrol (CHP), and other community partners. Funding sources for these strategies may include HSIP, Active Transportation Program (ATP), OTS, SB 1, and SS4A grant programs.

9. Funding Sources & Next Steps

9.1 Funding Sources

Competitive funding resources are available to assist in the development and implementation of safety projects in Coachella. The City should continue to seek available funding and grant opportunities from local, state, and federal resources to accelerate their ability to implement safety improvements throughout Coachella. This section provides a high-level introduction to some of the main funding programs and grants for which the City can apply.

9.1.1 Highway Safety Improvement Program

The Highway Safety Improvement Program (HSIP) is a Federal program that apportions funding as a lump sum for each state, which is then divided among apportioned programs. These flexible funds can be used for projects to preserve or improve safety conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, and other project types. Safety improvement projects eligible for this funding include:

- New or upgraded traffic signals
- Upgraded guard rails
- Pedestrian warning flashing beacons
- Marked crosswalks
- Other projects listed in the Caltrans Local Road Safety Manual

California's local HSIP focuses on infrastructure projects with national recognized crash reduction factors. Normally HSIP call-for-projects is made at an interval of one to two years. The applicant must be a city, a county, or a tribal government federally recognized within the State of California.

Additional information regarding this program at the Federal level can be found online at: https://safety.fhwa.dot.gov/hsip/. California specific HSIP information – including dates for upcoming call for projects - can be found at: http://www.dot.ca.gov/hq/LocalPrograms/hsip.html. HSIP Cycle 13 applications open in September 2026.

9.1.2 Caltrans Active Transportation Program

Caltrans Active Transportation Program (ATP) is a statewide funding program, created in 2013, consolidating several federal and state programs. The ATP funds projects that encourage increased mode share for walking and bicycling, improve mobility and safety for non-motorized users, enhance public health, and decrease greenhouse gas emissions. Projects eligible for this funding include:

- Bicycle and pedestrian infrastructure projects
- Bicycle and pedestrian planning projects (e.g., safe routes to school)
- Non-infrastructure programs (education and enforcement)

This program funding is provided annually. The ATP call for projects typically comes out in the spring. Information on this program and cycles can be found online at: http://www.dot.ca.gov/hq/LocalPrograms/atp/.

9.1.3 California SB 1

The California SB 1 is a landmark transportation investment to rebuild California by fixing neighborhood streets, freeways, and bridges in communities across California and targeting funds toward transit and congested trade and commute corridor improvements.

California's state-maintained transportation infrastructure will receive roughly half of SB 1 revenue: $26 billion. The other half will go to local roads, transit agencies and an expansion of the state's growing network of pedestrian and cycle routes. Each year, this new funding will be used to tackle deferred maintenance needs both on the state highway system and the local road system, including:

- Local Street and Road Maintenance and Rehabilitation: $1.5 billion
  - This funding is dedicated to improve local road maintenance, rehabilitation, and/or safety through projects such as restriping and repaving.
- Bike and Pedestrian Projects: $100 million
  - This will go to cities, counties, and regional transportation agencies to build or convert more bike paths, crosswalks, and sidewalks. It is a significant increase in funding for these projects through the ATP.
- Local Planning Grants: $25 million

9.1.4 California Office of Traffic Safety Grants

This program has funding for projects related to traffic safety, including transportation safety education and encouragement activities. Grants applications must be supported by local crash data (such as the data analyzed in this report) and must relate to the following priority program areas:

- Alcohol Impaired Driving
- Distracted Driving
- Drug-Impaired Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Public Relations, Advertising, and Marketing Program
- Roadway Safety and Traffic Records

9.1.5 SCAG Sustainable Communities Program

This program is an innovative vehicle for promoting local jurisdictional efforts to test local planning tools. The Sustainable Communities Program (SCP) provides direct technical assistance to SCAG member jurisdictions to complete planning and policy efforts to implement the regional Sustainable Communities Strategies (SCS). Grants are available in the following three categories:

- Integrated Land Use
  - Sustainable Land Use Planning
  - Transit Oriented Development (TOD)
  - Land Use & Transportation Integration
- Active Transportation
  - Bicycle Planning
  - Pedestrian Planning
  - Safe Routes to School Plans
- Green Region
  - Natural Resource Plans
  - Climate Action Plans (CAPs)
  - Green House Gas (GHG) Reduction programs

9.1.6 Safe Streets and Roads for All (SS4A) Grant Program

This program has allocated $1B annually from 2022 to 2026 for local cities, counties, MPOs, and other roadway owners (excepting state DOTs) for safety improvement grants for safety planning, education, enforcement, and roadway improvements. This program is not benefit / cost based. Evaluation criteria are oriented to the project's alignment with the Safe Systems approach. There is a 20% local match requirement (can be in-kind contribution via staff billable hours). Planning grants are open to any eligible agency and Implementation grants are open to agencies with a completed safety plan such as a Local Roadway Safety Plan. Planning grants are expected to range from $100K to $1M and Implementation grants are expected to range from $1M to $20M. Grant applications are due in Spring 2025.

9.1.7 Infrastructure Investment and Jobs Act

In November 2021, the President signed into law the $1.2 trillion Infrastructure Investment and Jobs Act. In addition to the SS4A grant program described above, this law provides billions of dollars in additional funding for improvements and investment in the transportation sector nationwide. The law provides $30 billion in funding over 5 years for competitive RAISE grants for transportation projects, as well as additional funding for repair and environmental mitigation projects. As these grant programs continue to be developed, City can position itself by identifying potential projects and programs to pursue.

9.2 Implementation Plan

Once the Local Roadway Safety Plan has been completed, the City can plan to regularly review and monitor crash data for trends and changes. The City can also plan to prioritize and implement certain improvements that were identified in this plan.

9.2.1 Monitoring

The City can plan to regularly monitor the success of the LRSP and its related implementations by performing the following steps. This before and after analysis can be performed every second year. The City can also meet with the Sheriff department quarterly to discuss roadway safety issues and compare to the latest crash analysis.

- Pull yearly crash data from Crossroads database to determine year-over-year trend
- Utilize Crossroads or GIS software to review the number of crashes occurring at specific locations. Locations where improvements have been made should receive priority for monitoring.
- Based upon changes in crash activity, determine efficacy of improvements and adjust strategies going forward

9.2.2 Analysis Update

The City can plan to update the analysis every two years as part of a monitoring program, as described in **Section 9.2.1**. Every 4 years the City will perform a major update to the analysis and the Local Roadway Safety Plan by performing the following steps. This update will maintain eligibility for the HSIP grant funding for the City. This analysis should continue to focus on both systemic and location-specific safety needs.

1. Obtain updated Statewide Integrated Traffic Records System (SWITRS) crash data
2. Identify new or changing hot spots through GIS mapping. Review crash data in changing trends, new land uses, and evolving driver behavior.
3. Update the roadway shapefile with any new or upgraded roadways
4. Update the intersection shapefile with any new or upgraded intersections
5. Evaluate crash trends to determine whether new emphasis areas are emerging
6. Document implemented countermeasures and review changes in crash activity
7. Review the Crash Toolbox to determine if any additional countermeasures should be considered for implementation in the City

9.2.3 Implementation Strategies

The opportunities identified in this report provide systemic and location-specific countermeasures that can be implemented within the City. Implementation will be dictated by funding and available resources; this guidance is preliminary and subject to change. Over the near-term and mid-term, the City can concentrate its efforts on the following emphasis areas.

- Vulnerable Road Users (Pedestrians and Bicyclists)
- Aggressive Driving

- Impaired Driving
- Intersection Improvements

Analysis conducted at the citywide level indicated that these factors were some of the most frequent influences contributing to crashes within the City. The countermeasure opportunities previously discussed in this report for both systemic and project-specific improvements can be used as a basis for developing projects at locations where addressing these focus areas would be of the most benefit. Projects that address these focused areas citywide can be developed with a high benefit-to-cost ratio (by applying City-wide crash rates), allowing competitive projects to be developed even at sites with little to no direct crash history, but with conditions that might contribute to future crashes. For location-specific improvements, the City can utilize benefit-cost ratio calculations to help prioritize projects as funding and resources become available.

This project prioritization process will help the City be ready for the funding opportunities identified in Section 9.1. Project prioritization will also help to guide the projects as they are taking into the design and construction project. Coordination with City departments will be key in the completion of these implementations.

The City can also plan to implement the non-engineering improvements identified throughout this report, including actions related to Enforcement, Education, and Emergency Services. These actions will require coordination with internal and external stakeholders, such as City departments, law enforcement, local government organizations, and local community organizations. Early buy-in and engagement from these stakeholders will be key to the success of these actions.

9.3 Next Steps

The City has completed this LRSP to guide the process of future transportation safety improvements for years to come. In addition to the actions identified in the Implementation Plan, the City can perform the following to guide the success of this LRSP and the safety efforts overall.

- Develop investment program to help achieve the City's Vision Zero goals
- Work with state and partner agencies on implementation of large-scale programs and policies
- Incorporate safety analysis findings in future updates of safety programs
- Monitor statewide safety priorities, guidance, and funding opportunities

APPENDIX A – CASE STUDY SHEETS

Case Study Sheet: Location #1

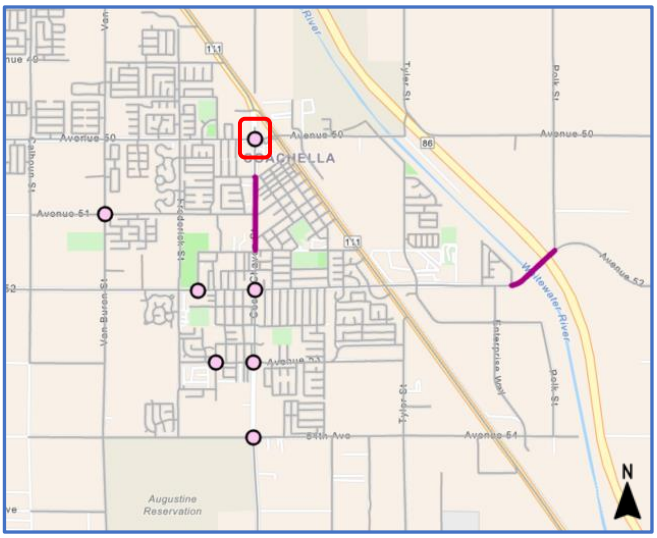
Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

SIGNALIZED INTERSECTION

Project Location, Description & Maps

Intersection: Avenue 50 & Cesar Chavez St





Project Location, Description & Maps

Collision Data	
Total Collisions	13
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Broadside (46%) Rear-End (31%) Sideswipe (15%)
Dark Collisions	0
Impaired Collisions	1

Collision Data		
Number of Approaches	4	
Total Entering Vehicles	40,459	
Crosswalk Condition	Good	
Control Type	Signalized	
Lighting	Well Lit (Illuminated in each corner)	
Highest Posted Speed Limit	45	
Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
12	0	1

Field Visit Notes

- After widening at this intersection there will be synchronization at this location
- No APS pedestrian push buttons
- Several broadside collision at this location

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install Leading Pedestrian Intervals (LPI)	60% (SI19PB)	$1,314,000	$64,000	20.53
Install Pedestrian Countdown Signal Heads	25% (SI18PB)	$547,500	$131,200	4.17
Install ADA Pedestrian Push Buttons	5%	$109,500	$40,000	2.74

Case Study Sheet: Location #2

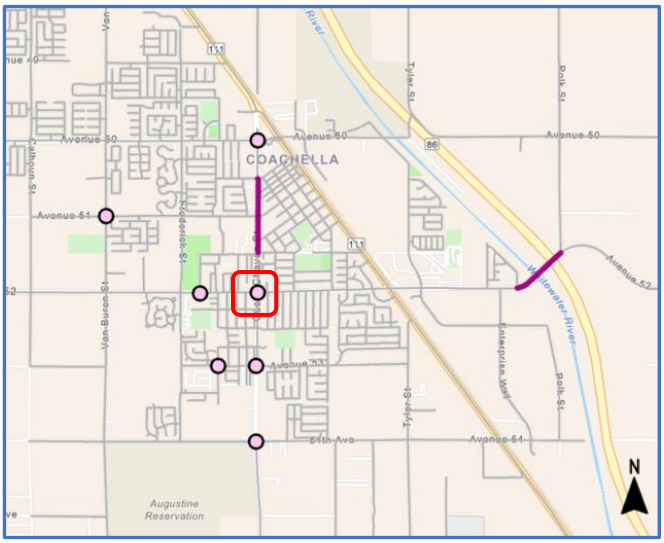
Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmions, PE
Email: asimmons@coachella.org

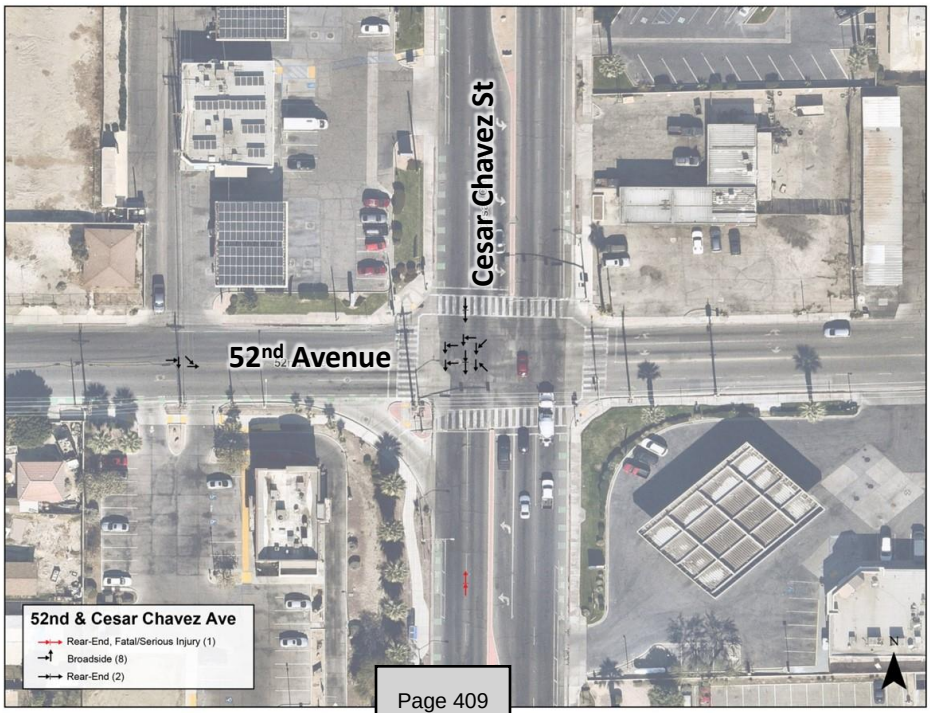
Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

SIGNALIZED INTERSECTION

Project Location, Description & Maps

Intersection: Avenue 52 & Cesar Chavez Avenue





Kimley»Horn

Project Location, Description & Maps

Collision Data	
Total Collisions	11
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Broadside (72%) Rear-End (27%)
Dark Collisions	0
Impaired Collisions	3

Collision Data		
Number of Approaches	4	
Total Entering Vehicles	33,221	
Crosswalk Condition	Good (Continental)	
Control Type	Signalized	
Lighting	Well Lit (Illuminare at each corner)	
Highest Posted Speed Limit	45	
Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
11	0	0

Field Visit Notes

- Not a complete crosswalk at this intersection
- Two schools near the intersection
- New development coming in on the North/East corner of the intersection

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install raised pavement markers and striping (through the intersection)	10% (SI08)	$219,000	$32,400	6.76
Upgrade crosswalk restriping	35% (R35PB)	$109,500	$30,000	0.91

Case Study Sheet: Location #3

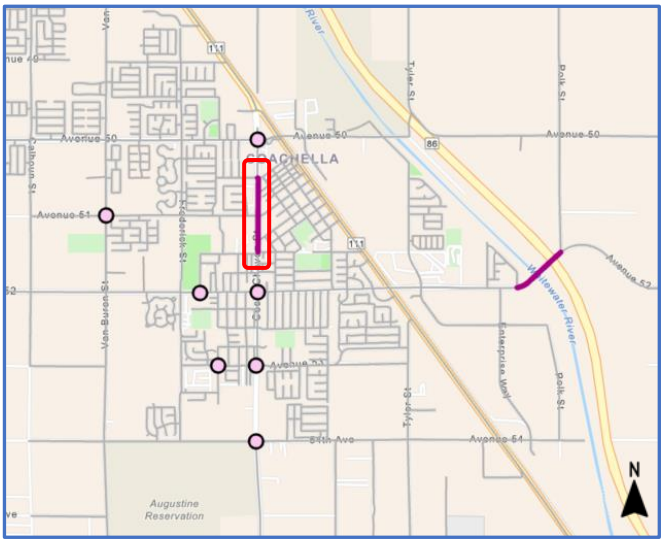
Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

ROADWAY SEGMENT

Project Location, Description & Maps

Segment: Cesar Chavez Street: 1st Street to Bagdad Avenue





Kimley»Horn

Project Location, Description & Maps

Collision Data	
Total Collisions	41
Fatal and Severe Injury Collisions	3
Top 3 Collision Types (%)	Broadside (44%) Rear-End (32%) Vehicle/Pedestrians (9%)
Dark Collisions	16
Impaired Collisions	1

Collision Data	
Average Daily Traffic (ADT)	74,269
Lighting	Well-lit
Median	Raised Median
Highest Posted Speed Limit	40

Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
32	4	5

Field Visit Notes

- RRFB
- Several pedestrian and bicycle collisions
- High speeds for this entire arterials

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install Dynamic/Variable Speed Warning Signs	30% (R26)	$2,056,380	$45,600	37.0
Pull back the existing median at Cesar Chavez St & 1st Street	5%	$342,730	$20,000	14.0
Modify Signal Phasing to Implement a Leading Pedestrian Interval (LPI)	60% (SI22PB)	$3,942,000	$45,600	13.3

Countermeasure Evaluation (continued)

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install pedestrian countdown signal heads	25% (R26)	$1,642,500	$43,680	5.8
Install pedestrian signal (including pedestrian hybrid beacon (HAWK))	55% (NS25PB)	$3,613,500	$228,000	2.4
Install audible pedestrian push button systems	5%	$328,500	$20,000	1.2
Pedestrian Bridge at Cesar Chavez & Bagdad	5%	$342,730	$700,000	0.07

Case Study Sheet: Location #4

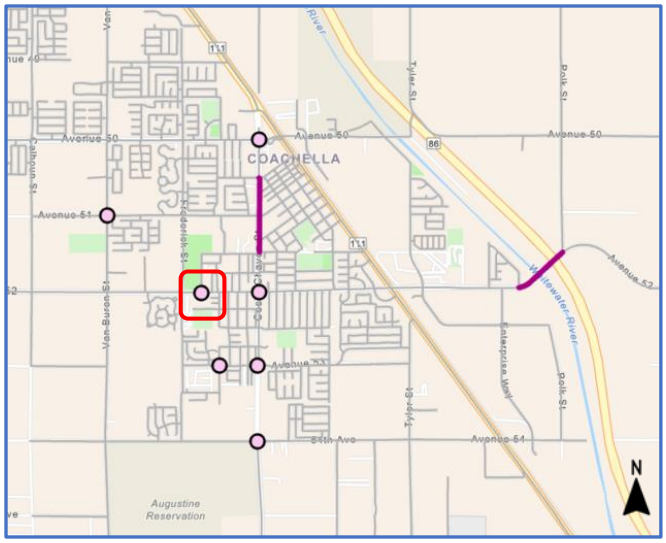
Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

TWO-WAY STOP CONTROL INTERSECTION

Project Location, Description & Maps

Intersection: 52nd Avenue & Douma Street





Project Location, Description & Maps

Collision Data	
Total Collisions	3
Fatal and Severe Injury Collisions	3
Top 3 Collision Types (%)	Overturned (33%) Vehicle/Pedestrian (33%) Other (33%)
Dark Collisions	2
Impaired Collisions	0

Collision Data		
Number of Approaches	3	
Total Entering Vehicles	11,873	
Crosswalk Condition	Good	
Control Type	Rectangular Rapid Flashing Beacon (RRFB)	
Lighting	Well Lit	
Highest Posted Speed Limit	40	
Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
0	2	1

Field Visit Notes

- RRFB
- Several pedestrian and bicycle collisions
- High speeds for this entire arterials

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Installed pedestrian crossing at uncontrolled locations (with enhanced safety features)	35% (R32PB)	$2,299,500	$45,600	50.4
Install Dynamic/Variable Speed Warning Signs	30% (NS03)	$1,971,000	$45,600	43.2
Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))	25% (NS20PB)	$3,613,500	$228,000	15.9

Case Study Sheet: Location #5

Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

SIGNALIZED INTERSECTION

Project Location, Description & Maps

Intersection: Avenue 51 & Van Buren Street





Project Location, Description & Maps

Collision Data	
Total Collisions	4
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Broadside (100%)
Dark Collisions	0
Impaired Collisions	0

Collision Data	
Number of Approaches	4
Total Entering Vehicles	13,009
Crosswalk Condition	Good
Control Type	Unsignalized
Lighting	Well Lit
Highest Posted Speed Limit	45

Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
4	0	0

Field Visit Notes

- Several broadside collisions
- School zone intersection
- High speeds
- Curvy roads leading up to this intersection

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install raised median	25% (R08)	$654,225	$81,000	8.1
Install Pedestrian Crossing (S.I)	25% (SI19PN)	$654,225	$74,400	8.8
Install sidewalk/pathway (to avoid walking along roadway)	80% (R35PB)	$2,093,520	$15,600	134.2

Case Study Sheet: Location #6

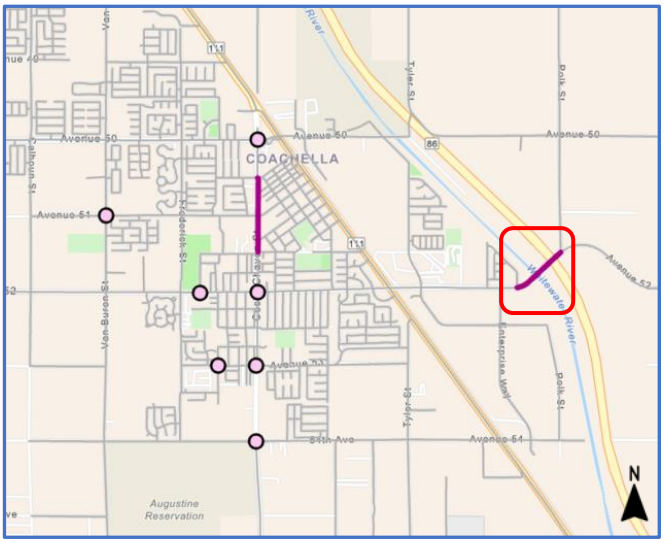
Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

ROADWAY SEGMENT

Project Location, Description & Maps

Segment: 52nd Avenue: Hernandez Street and Polk Street





Project Location, Description & Maps

Collision Data	
Total Collisions	1
Fatal and Severe Injury Collisions	0
Top 3 Collision Types (%)	Broadside (100%)
Dark Collisions	11
Impaired Collisions	0

Collision Data	
Average Daily Traffic (ADT)	6,142
Lighting	Well-lit
Median	Double yellow
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
1	0	0

Field Visit Notes

- Upcoming construction and development
- Future connector to CV link
- High speeds along curvy road

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install Dynamic/Variable Speed Warning Signs	30% (R26)	$24,270	$45,600	0.94
Install Pedestrian Crossing (S.I)	25% (SI19PN)	$20,225	$74,400	0.48
Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))	55% (NS25PB)	$44,495	$228,000	0.34
Road Diet (Reduce Travel Lanes and Add a Two Way Left-Turn and Bike Lanes)	35% (R14)	$28,315	$158,400	0.31

Case Study Sheet: Location #7

Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

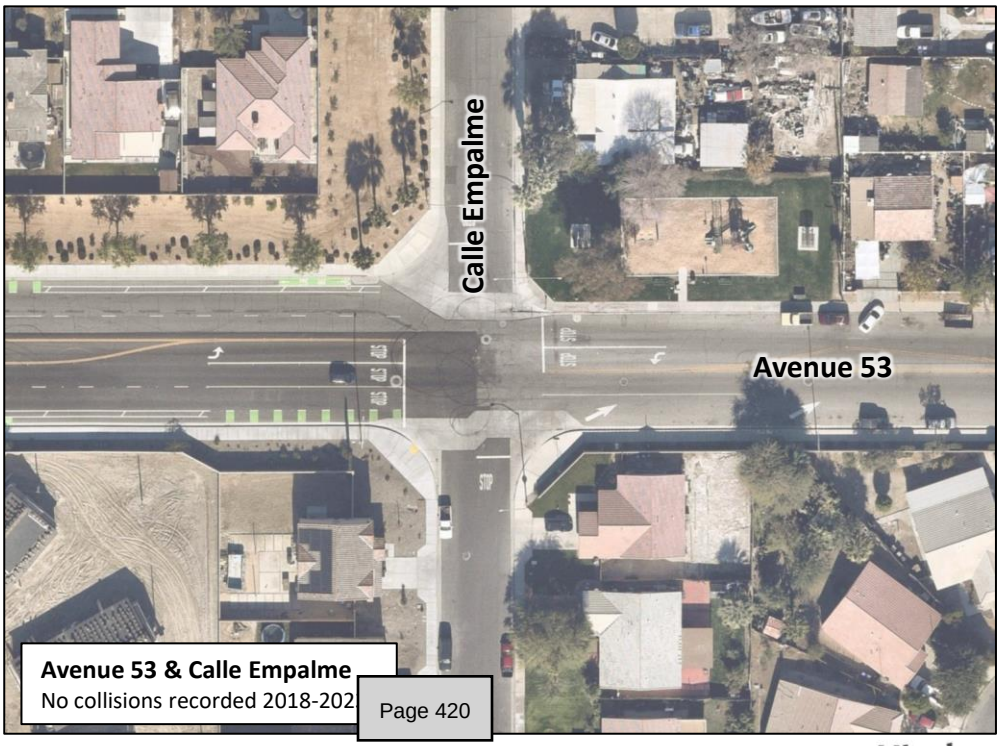
Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

ALL-WAY STOP INTERSECTION

Project Location, Description & Maps

Intersection: Calle Empalme & Avenue 53





Avenue 53 & Calle Empalme
No collisions recorded 2018-202

Kimley»Horn

Project Location, Description & Maps

Collision Data	
Total Collisions	0
Fatal and Severe Injury Collisions	0
Top 3 Collision Types (%)	-
Dark Collisions	0
Impaired Collisions	0

Collision Data	
Number of Approaches	4
Total Entering Vehicles	600
Crosswalk Condition	Good
Control Type	Hawk Signal
Lighting	Well Lit
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
0	0	0

Field Visit Notes

- Several broadside collisions
- APS and Leading Pedestrian Interval
- High speeds for this entire arterials

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Convert Intersection to mini/compact roundabout (from all way stop)	NS07RA	-	-	-
Install Raised median on approaches	45% (NS21PB)	-	-	-

Case Study Sheet: Location #8

Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

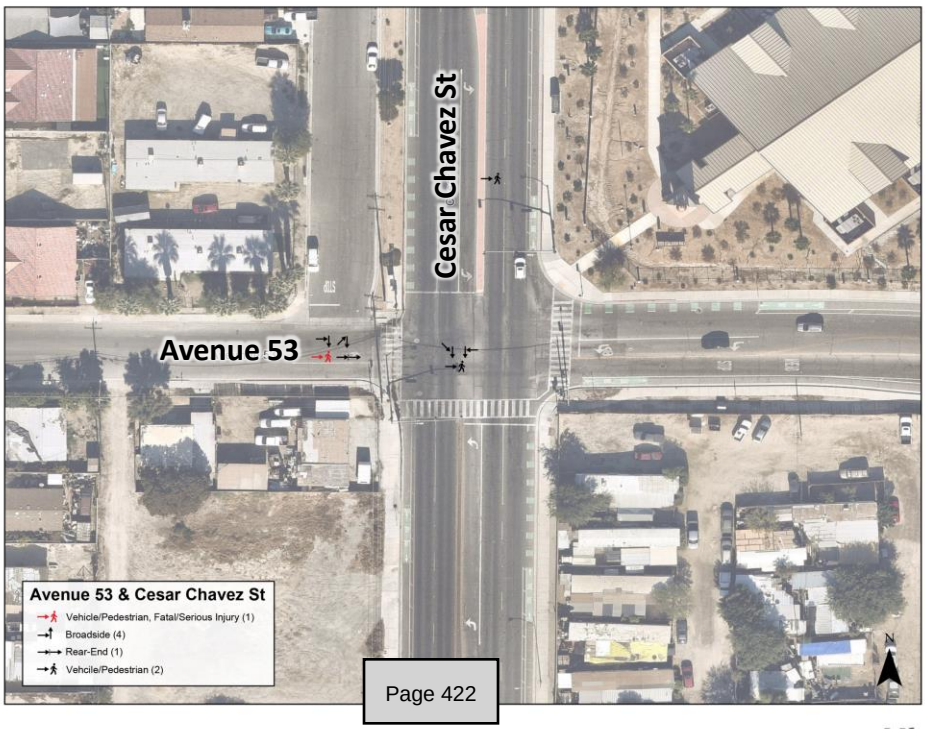
Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

SIGNALIZED INTERSECTION

Project Location, Description & Maps

Intersection: Avenue 53 & Cesar Chavez Street





Project Location, Description & Maps

Collision Data	
Total Collisions	8
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Broadside (50 %) Vehicle/Pedestrian (37%)
Dark Collisions	0
Impaired Collisions	0

Collision Data	
Number of Approaches	4
Total Entering Vehicles	20,844
Crosswalk Condition	Good
Control Type	Hawk Signal
Lighting	Well Lit
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
5	2	1

Field Visit Notes

- Several broadside collisions
- APS and Leading Pedestrian Interval
- High speeds for this entire arterials

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
ADA Compliant Curbs	5%	$140,885	$29,400	4.79
Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))	30% (NS03)	$1,549,735	$228,000	6.80

Case Study Sheet: Location #9

Project Name: Coachella LRSP
Agency Name: City of Coachella
Contact Name: Andrew Simmons, PE
Email: asimmons@coachella.org

Prepared by: Kimley-Horn
Checked by: Jason Melchor, PE
Date: 2024

SIGNALIZED INTERSECTION

Project Location, Description & Maps

Intersection: 54th Avenue & Cesar Chavez Street





Project Location, Description & Maps

Collision Data	
Total Collisions	10
Fatal and Severe Injury Collisions	2
Top 3 Collision Types (%)	Broadside (80 %) Rear-End (10%) Unknown (10%)
Dark Collisions	0
Impaired Collisions	1

Collision Data	
Number of Approaches	4
Total Entering Vehicles	17,526
Crosswalk Condition	None
Control Type	Signalized
Lighting	Well Lit
Highest Posted Speed Limit	50

Collisions Involved With		
Vehicular	**Pedestrian**	**Bicycle**
9	0	0

Field Visit Notes

- Several broadside collisions
- High speed and aggressive driving
- Congested intersection during peak hours

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Convert Intersection to Roundabout from Signal	65% (SI16RA)	$3,387,410	$1,500,000	2.26
Install delineators, reflectors, and/or object markers	30% (R27)	$1,563,420	$32,400	48.25

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY OF COACHELLA, CALIFORNIA, ADOPTING THE 2024 CITY OF COACHELLA LOCAL ROAD SAFETY PLAN

WHEREAS; the City of Coachella has established criteria for a Local Road Safety Plan that aims to increase roadway safety for all users of the City's roadway network.; and

WHEREAS; the City of Coachella conducted stakeholder engagement representing the 4E's: engineering, enforcement, education, and emergency medical services; and

WHEREAS; the City of Coachella collaborated among municipal, county, and Tribal entities to leverage expertise and resources, and

WHEREAS; the City of Coachella identified target crash types and crash risk with corresponding recommended proven safety countermeasures, and

WHEREAS; the City of Coachella created a timeline and goals for implementation and evaluation, and

WHEREAS; the City of Coachella adopts the 2024 City of Coachella Local Road Safety Plan;

PASSED, APPROVED and **ADOPTED** this 22nd day of January 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2025-01 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 22nd day of January, 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Castulo R. Estrada, Utilities Director

SUBJECT: 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

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STAFF RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a Professional Services Agreement with NewGen Strategies & Solutions in the amount not to exceed $192,120 to conduct a Comprehensive Water and Wastewater Rate Study.

BACKGROUND:

The City of Coachella owns and operates the Utility System providing potable water service and wastewater service to the residents, businesses and industries within the City and its service areas. The cost of water and wastewater service is recovered through water and wastewater rates. The last Water Utility Revenue Rate Analysis (rate study) was finalized in 2009. In March of 2010, Ordinance No. 1016 adopted new rates commencing May 1, 2010. Ordinance No. 1016 adopted the following schedule:

Rates for Monthly Meter Charge ($/Meter Size)

Meter Size	Effective Date					
	5/1/2010	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015
5/8" – 3/4"	9.69	10.66	11.92	12.52	13.14	13.80
1"	13.57	14.93	16.69	17.53	18.40	19.32
1 1/2"	17.45	19.19	21.46	22.53	23.66	24.84
2"	28.11	30.92	34.57	36.30	38.12	40.02
3"	106.62	117.28	131.14	137.70	144.59	151.82
4"	135.70	149.27	166.91	175.26	184.02	193.22
6"	203.55	223.91	250.37	262.88	276.03	289.83
8"	281.09	309.20	345.74	363.03	381.18	400.24

Rates for Consumption Charge

Tiers	Effective Date					
	5/1/2010	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015
Block 1 Rates (per hcf) – 0 to 41 hcf	$1.05	$1.16	$1.30	$1.36	$1.43	$1.50
Block 2 Rates (per hcf) – Over 41 hcf	$1.21	$1.31	$1.45	$1.51	$1.58	$1.65

Per the above table the last water rate increase was adopted on 1/1/2015.

Operational and maintenance costs increase every year due to a number of factors including the cost of materials, inflation, increase in staff, and increase in infrastructure inventory. The City is also facing new challenges which include the need for more staff to maintain and operate the system as was concluded in the recent Manpower Study. Recently, the State Water Resources Control Board adopted a new Maximum Contaminant Level (MCL) for Hexavalent Chromium which is naturally occurring in the groundwater of the Coachella Valley. All groundwater wells operated by the City for the production of drinking water are impacted by this new MCL and require the addition of treatment facilities to remove the Hexavalent Chromium below the 10 mg/l MCL.

As part of the chromium-6 compliance plan, which requires the City to implement treatment by October of 2027 it is critical that a new rate study be performed to ensure there are enough revenues to meet anticipated expenses. The initial costs for the treatment is estimated to be $10 million - $12 million per well for a total cost of $60 million - $72 million in capital improvements to the system, this cost would increase with the addition of more wells added to the system for the production of drinking water. The City is currently working to add a seventh well to the system. Operational and maintenance cost will also increase with the new added treatment technology.

Similarly, the last Wastewater Rate Study was finalized in November of 2017. A schedule of rate increases was adopted as follows:

Single Family Residential Customers (Fixed Monthly Charge)

Classification	Current	Effective 7/1/2018	Effective 7/1/2019	Effective 7/1/2020	Effective 7/1/2021
Single Family Residential	$41.81	$44.22	$45.99	$47.83	$49.74

Single Family Residential Customers
The proposed Fixed Monthly Service Charge reflects a monthly flat rate structure billed semi-annually on the property tax bill.

Commercial and Multi-Family/Mobile Unit Customers

Fixed Service Charge

Meter Size	Current	Effective 7/1/2018	Effective 7/1/2019	Effective 7/1/2020	Effective 7/1/2021
5/8"	$26.65	$21.40	$22.26	$23.15	$24.08
3/4"	$39.98	$21.40	$22.26	$23.15	$24.08
1"	$66.63	$35.66	$37.09	$38.57	$40.11
1 1/2"	$133.25	$71.33	$74.18	$77.15	$80.24
2"	$213.20	$114.13	$118.70	$123.45	$128.39
3"	$399.75	$228.25	$237.38	$246.88	$256.76
4"	$666.25	$356.65	$370.92	$385.76	$401.19
6"	$1,332.50	$713.30	$741.83	$771.50	$802.36
8"	$1,332.50	$1,141.27	$1,186.92	$1,234.40	$1,283.78

Variable Commodity Charge

Classification	Current	Rate ($/HCF) Effective 7/1/2018	Effective 7/1/2019	Effective 7/1/2020	Effective 7/1/2021
Multi-Family/ Mobile Units	N/A	$3.15	$3.28	$3.41	$3.55
Commercial Low	$1.98	$2.75	$2.86	$2.97	$3.09
Commercial Medium	$3.41	$3.56	$3.70	$3.85	$4.00
Commercial High	$14.14	$7.91	$8.23	$8.56	$8.90
Institutional	N/A	$2.70	$2.81	$2.92	$3.04

Per the above table the last sewer rater increase was adopted on 7/1/2021.

Similar to water operations, sanitation also experiences increases in operational and maintenance costs every year due to a number of factors including the cost of materials, inflation, increase in staff, and increase in infrastructure inventory. The City is also facing new challenges which include the need for more staff to maintain and operate the system as was concluded in the recent Manpower Study. Other challenges include ensuring enough revenues are collected to cover existing debt obligations, and covenant ratios.

DISCUSSION/ANALYSIS:

The City posted a Request for Proposal on October 17, 2024 to the City's website with a deadline for submission of November 21,2024. Three proposals were received from Black &Veatch, Raftelis and NewGen Strategies & Solutions. The proposals were reviewed and scored by staff. The recommendation above came from the consensus that NewGen Strategies and Solutions is the most qualified to perform the financial professional services identified in the request for proposal.

FISCAL IMPACT:

The recommended action will not have an impact on the budget. The cost has been approved in the FY 2024/2025 budget, no additional allocation is needed.

ATTACHMENTS

Professional Services Agreement Draft
Proposal from NewGen Strategies & Solutions
Proposal Scoring Matrix

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53462 Enterprise Way, Coachella, CA 92236 County of Riverside, State of California ("City") and NewGen Strategies and Solutions, LLC, a limited liability company, with its principal place of business at 900 Bestgate Road, Ste. 402, Annapolis, MD 21401 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the Comprehensive Water and Wastewater Rate Study ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional 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 1, 2025 to July 1, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 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 **One Hundred Ninety-Two Thousand One Hundred Twenty Dollars and No Cents ($192,120.00)** 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 a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 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: Eric Callocchia.

3.3.5 City's Representative. The City hereby designates the 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 the Castulo Estrada, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Eric Callochia, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: NewGen Strategies and Solutions, LLC
900 Bestgate Road, Suite 402
Annapolis, MD 21401 ATTN: Eric Callocchia

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 NewGen Strategies and Solutions, LLC

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:

_____
Gabriel D. Martin
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

NewGen Strategies and Solutions, LLC

By: _____

Its: Project Principal

Printed Name: Eric Callocchia

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. SCOPE OF SERVICES

The consultant shall develop a proposal based on the items listed below. The list should not be viewed as all-inclusive as some steps might be missing and should be added to show completeness of the proposal.

A. COMPREHENSIVE USER WATER AND WASTEWATER RATE STUDY

Project tasks shall include, but are not necessarily limited to, the items noted below.

Task 1-Initial Meetings and Data Collection

This task will involve collecting and reviewing basic data to be provided by the City of Coachella, reports by others, historical and current financial information, operating and capital budgets. When possible, financial data will be collected in electronic form to avoid duplication of effort with regard to data entry and to ensure data accuracy. It is critical to ensure that available data supports costs allocations in light of California's Proposition 218. Specific activities will include:

- **Data Request.** Consultant will furnish the City of Coachella with a list of basic data needed to conduct the study. The list may include additional details regarding: customer information, financial and operating data, historical customer account and billing records, reports by others, audits, projected operating and capital budgets, detailed fixed asset records and relevant ordinances.
- **Data Compilation.** The domestic water rate study is reliant on the condition of the present domestic water billing data. The City will furnish the Consultant data tables. Consultant will be responsible for:
  - Reconciling billing data provided
  - Identifying missing account information from the list of Master Meter accounts by separating Master Meter transactions and identify the appropriate codes with the Master Meter account table. This includes locating accounts that may only be identified through sub-accounts and sub-sub-account, which is not a standard practice. This creates a "grandparent", "parent", "child" relationship, resulting in an unusable web of data when exported.
  - Removing inactive data from accounts that are grouped into master accounts.
  - Cleaning up of unexplained extra transactions in the provided tables

- **Project Planning.** During the project kick-off meeting, a discussion of current operations, maintenance, capital planning, financing, cost allocation and rate making policies, goals and scheduling will be conducted to provide reasonable assurance that work efforts and recommendations recognize

and are consistent with established short and long-term City of Coachella objectives. Potential problem areas, vital issues of concern, data summary efforts by available City of Coachella staff and other relevant matters will also be discussed.

- **Review and Evaluation of Basic Data.** Consultant will review all data received to confirm its completeness and Consultant's understanding of historical domestic water and wastewater operations and requirements reflected therein.
- **Supplemental Data Requests.** As the study progresses and after initial data is evaluated, Consultant will submit requests for additional data and clarifications of initial data received, as necessary.

Task 2-Projection of Revenues Under Existing Rates

This task will include a detailed analysis of historical customers served by class along with available customer projections provided by the City of Coachella to develop customer and billed volume projections for the five-year study period covering fiscal years 2026 through 2031. The results of this analysis will provide a sound basis for estimating future revenue levels under existing and proposed rates and provide a basis for estimating certain operating expenses such as power and chemicals that vary with billed volumes. Specific activities will include:

- **Customer Account and Volume Projections**. Consultant will project the number of domestic water and wastewater customers and billable volumes for the five-year study period by considering historical population and customer growth trends, growth projections provided by City of Coachella, major local economic events, changes in customer class usage patterns over time and other knowledge provided by City of Coachella staff. The analysis will examine five years of historical data, as available. Volume projections will recognize the projected number of domestic water customers by customer class and a billable volume per account analysis to normalize the historic effects of weather, account growth spurts and increased or decreased usage by existing customers. The Consultant will review and incorporate population and flow projections as modeled in the Sanitation Master Plan and Draft Indio Subbasin Alternative Plan Update for 2022.

- **Projection of Revenues Under Existing Rates**. Projections of domestic water and wastewater revenue under existing rates will be developed, recognizing projected accounts, billed volumes and other billable units applied to the existing rate structure.

- **Project Other Income**. Interest income and revenue from other domestic water sources will be reviewed and projections made.

Task 3-Development of Revenue Requirements and Cash Flow Analyses

The development of revenue requirements for domestic water and wastewater will be based on an examination of historical financial reports and current operating budgets. By combining the revenue and revenue requirements projections, cash flow analyses of domestic water and wastewater operating and capital financing needs will be developed. Detailed analyses will provide an indication of the magnitude of overall adjustments in respective annual revenue levels needed to meet the projected revenue requirements.

- **Project Operation and Maintenance Expense**. Consultant will project operation and maintenance expense based on a review of historical financial records and trends, and available budget estimates of future domestic water and wastewater operation and maintenance expense. Projections will recognize estimated increases in the number of customers served, as well as the potential effects of continued inflation in cost levels, the addition of new system facilities, anticipated changes in operation and staffing and other factors which may influence future expense levels.

- **Routine Capital Expenditures**. Based on analyses of historical and budget data, available domestic water assessments of future needs and discussions with City of Coachella staff, Consultant will forecast the requirement for capital outlays which tend to recur on an annual basis. Such expenditures consist of the normal and ongoing replacement of worn out or obsolete equipment. Current year requirements are typically financed directly from the domestic water and wastewater operating revenues and grants.
- **Major Capital Improvement Program Financing Plan.** Consultants will develop financing plans for planned major domestic water and wastewater capital improvement programs based on available schedules of project dates and estimated costs provided by the City of Coachella. Depending upon the magnitude of the major capital improvement program, additional debt financing may be indicated during the study period to augment funds generated by water and wastewater charges and developer fees. The recommended financing strategy of the major capital improvement program will be based on consideration of available funding, existing revenue, bond ordinance covenants and other requirements, impact on domestic water and wastewater rate levels and City of Coachella policy. The relative benefits of various combinations of cash versus debt financing, and alternative debt terms and maturity schedules will be examined. The financing plan selected and approved by the City of Coachella will be used as the basis for the conducting of Task 4 through 9.
- **Debt Service Expense.** Projections of principal and interest payments on any outstanding debt obligations and any projected future bonds for major capital improvements will be developed for the forecast study period. The debt service on future bonds and bond sizing will consider the amount of bond proceeds required for construction, issuance costs and compliance with any reserve requirements of the authorizing resolution.

- **Reserve Funding.** Existing reserve fund requirements and balances will be reviewed for adequacy. Applicable bond ordinance requirements will be reviewed along with any relevant City of Coachella policies. Consultant will recommend adequate reserve levels based on our review of both reserve funding requirements and industry standards.

- **Projected Revenue Adjustment Needs.** Consultant will prepare cash flow analyses summarizing the above projections of revenues and revenue requirements to determine the adequacy of revenues under existing rate levels to meet operating and capital needs for the study period. Forecasted revenues will include revenue under existing rates for domestic water service, funds generated from miscellaneous fees, other operating income and interest income. Revenue requirements will include operation and maintenance expense, routine capital expenditures, the revenue financed portion of major capital improvements, debt service on any required additional bonds, revenue bond covenant coverage, reserve funding requirements and any other anticipated obligations, as applicable.

  Based on the overall level of projected revenues and revenue requirements, Consultant will establish the adequacy of revenues and the indicated time of need and magnitude of revenue adjustments projected to be required.

- **Preparation of Alternatives for Review by the Client**. A minimum of four financing plan alternatives will be developed and presented to City of Coachella staff for their review and comments prior to the conduct of Task 4 through 9. These alternatives will recognize major capital program and the other revenue requirements established above, and consider modifications designed to phase-in or otherwise minimize the impact of revenue increases on customers. At this time, major capital improvement program scheduling adjustments may be made so that projected rate increases for the finalized plan are at levels acceptable to the client.

- **Test Year Cost of Service.** A test year representative of future conditions during the study period will be selected to perform subsequent rate design tasks. It is presently anticipated that the test year for report purposes will be fiscal year 2024. Additional test years will be used to design annual rates throughout the remaining five-year study period. The overall cost of service to be recovered will be equal to revenue under existing rates plus the recommended overall revenue increase(s).

Task 4-Evaluation of Customer Classes

Test year costs of service will be allocated to groups of customers with similar service

requirements. Customers are typically grouped by class. Classes include residential, commercial, landscape irrigation and others that typically have different service requirements. Consultant will:

- **Review Customer Classes.** Review the existing domestic water and wastewater customer class designations to determine appropriateness and equitability and recommend to CWA and CSD any revised and/or new customer class designations, as needed.

- **Determine Customer Class Characteristics.** Determine appropriate usage and billing characteristics for each customer class, based on available information. Estimates of customer class characteristics will be based on billing data, system operating statistics, ownership status (inside versus outside city customers), availability of service, other available information, and Consultant judgment and experience.

Task 5-Cost Of Service Allocations

The cost of service to be recovered from water and wastewater service revenues is equal to operation and maintenance expense, plus all capital related costs, less revenues from other sources. Costs of service will be apportioned among domestic water and wastewater customers, that is, in terms of operating expenses, depreciation expense and return on investment. For a municipal utility, the cumulative total of depreciation expense and return is equal to the capital cost portion of total cost of service.

Test year costs of service or revenue requirements to be met from domestic water and wastewater service rates will be first allocated to functional cost components to provide a basis for subsequent allocations to customer classes, which will recognize estimates of each class's service requirements. Allocations will reflect cost-causative concepts in accordance with generally accepted utility practices. For domestic water, these concepts are generally consistent with the widely accepted methodology outlined in the American Water Works Association Manual of Practice M1, titled Principles of Water Rates, Fees, and Charges. For wastewater utility these concepts are generally consistent with accepted procedures described in the Water Environment Federation's manual on Financing and Charges for Wastewater Systems. Class allocations will be compared to estimates of corresponding class revenues under existing rates to identify relative adjustments by class, and in total for the domestic water and wastewater system, to align revenues with allocated costs. Allocations will recognize generally accepted utility industry standards and procedures, based on available data.

- **Capital Cost Allocations.** For capital cost allocation purposes, Consultant will establish estimates of projected test year depreciation expense and plant asset values for rate base. These analyses will be based on schedules of depreciation

rates and suitably detailed asset value information to be provided by the Consultant and/or City of Coachella.

- **Functional Cost Allocations.** Consultant will allocate test year costs of service to various cost components which constitute functional classifications of the domestic water and wastewater service provided. The development of domestic water functional cost allocations will recognize base or volume related costs, maximum day and hour extra capacity, fire protection costs and customer costs. The development of wastewater functional cost allocations will recognize cost-causative factors including wastewater contributed flow, infiltration/inflow, capacity, wastewater strength and customer related service requirements for each customer class.
- **Development of Customer Class Units of Service.** Consultant will estimate customer class service characteristics associated with each of the functional cost elements recognizing the historic usage patterns, applicable data available, engineering judgment regarding customer class service characteristics, and experience with other domestic water utility operations possessing similar usage characteristics and patterns. The relative service characteristics of inside city and outside city, customer class groups, and other large groups if any, will be recognized, as applicable.

- **Allocation of Costs to Customer Classes.** Consultant will distribute costs by functional component to customer classes using applicable unit costs of service and class units of service to determine each class's proportional responsibility for total system costs. The relative responsibility of each class of domestic water and wastewater customers will be specifically determined based on each class's or user's estimated service requirements.

- **Determination of Revenue Adequacy.** Consultant will prepare a comparison of class revenues under existing domestic water and wastewater rates with allocated class costs of service to determine the level of cost recovery by class and in total; and to indicate any needed revenue adjustments to align customer class revenues and allocated costs.

Task 6-Design of Rates and Charges

The existing domestic water and wastewater rate structures will be evaluated for their effectiveness in equitably recovering total revenues from customers served. Revisions to the existing rate structure to recover total revenues and allocated costs by class, will be reviewed and evaluated for use by CWA in meeting domestic water and wastewater service policies, pricing objectives, cost of service recovery, compliance with California Assembly Bill 2882 and practical limitations. Specific activities will include:

- **Existing Rate Structure Evaluation.** Consultant will review the advantages and disadvantages of the existing domestic water and wastewater rate formats.

- **Existing Tier Structure Evaluation.** Consultant will review the advantages and disadvantages of the existing water tier structure. Consultant will develop and propose new tier structure.

- **Proposed Rates.** Based on the evaluation of existing domestic water rate structures, Consultant will develop and propose schedules of domestic water and wastewater rates, high wastewater strength surcharges and liquid waste hauler rate that recognize the following:

  1. Recovery of total revenues needed for domestic water and wastewater enterprise operations
  2. Domestic water and wastewater service policies, including consideration of conservation-based domestic water charges
  3. Recognition of allocated costs of service and proportional cost recovery by customer class
  4. Recognition that rates do not exceed the proportional cost of service attributable to individual parcels
  5. Recognition of potential additional domestic water and wastewater costs to serve distant customers
  6. Equitable recovery of costs for each class of service
  7. Practical considerations and needs

Specific consideration will be given to establishing charges that meet City of Coachella's policies and practical objectives regarding domestic water and wastewater service. The rate schedules will be designed to recover projected revenue requirements for the five-year study period.

- **Proposed Rate Revenue Adequacy.** Consultant will compare revenues expected from each customer class under proposed domestic water and wastewater rates to examine the adequacy of cost recovery by individual customer classes and for the domestic water and wastewater system in general.

- **Typical Bill Comparison.** Consultant will prepare comparisons of typical bills under existing and proposed rates for each customer class under various levels of domestic water usage and meter sizes and wastewater volume.

Task 7-Financial Planning & Rate Design Computer Model

Consultant will develop spreadsheet analyses that model established financial planning, cost of service and rate design procedures. These analyses will be part of a user-friendly personal computer-based financial planning and rate design model that will enable City of Coachella staff to periodically revise and update the studies and projections of revenue and revenue requirements, financial plans, cost of service analyses and design of adequate rates on a routine basis. The model can be used to calculate annual rate adjustments or to conduct "what-if" analyses, reflecting the impact of changes in significant system variables such as customer growth and volume projections, revised budgeted revenues and expenditures, allowances for inflation, capital improvement program schedules and City of Coachella policy decisions.

The model will be developed using Microsoft Excel 2010 or newer spreadsheet software. The model's framework will be specifically tailored and designed to recognize domestic waters and wastewater unique needs, characteristics and information base. The model will incorporate required features necessary to permit "in-house" application by City of Coachella staff. The basic financial planning and rate model development task will include the following:

- **Rate Model Development.** Develop a computer model concurrently with the development of the rate study tasks identified above. The financial planning and rate model will include the following features:

  1. Specifically tailored and designed to recognize the utilities' unique needs, characteristics and information base, including compatibility with the City of Coachella's budgetary and accounting systems

  2. Flexible capital improvement program scheduling allowing for changes in costs, sources of funds, timing and allowances for inflation

  3. Ability to develop financial plan cash flow alternatives for changes in customer, volume, and revenue projections; budgetary revisions; variations in timing and amounts of revenue increases; debt service structuring and different capital improvement program scenarios; and changes in other parameters

  4. Ability to assess impact on cost-of-service allocations to user classes and domestic water and wastewater rates of alternative management decisions

  5. Capability to independently design and develop domestic water and wastewater rates and charges on an annual basis, thus permitting staff to examine the phase-in needed for rate adjustments over a period of time

  6. The model tests revenue generation by class and in total for proposed rates and indicates impacts on customers served through a typical monthly bill analysis

7. Automated ability to change study periods and retain relative information so that it can conveniently be used on an annual basis by City of Coachella staff

8. Extensive model documentation including pop-up user instructions, text formula calculation references with updatable page number notations, hyperlink references to supporting ranges (similar to Internet web page navigation) and page referenced ranges designed to be incorporated into a calculation manual

9. Incorporation of user-friendly features, including fully automated pre-programmed print and navigation menus, customized icons for specific model functions and other features; In addition, a separate procedures manual describing all available user-friendly features will also be prepared.

10. Capability of producing a wide variety of attractive and informative management reports with the click of a button; as well the ability to easily add new report tables to the print menu without any programming knowledge

11. Incorporation of advanced programming features to automate basic procedures such as initializing the rate model for a new budget year, printing, transferring data files into the rate model, setting-up screens for cash flow or other analyses and navigating throughout the rate model

- **Conduct Training Session.** A one-day training session for City of Coachella staff in the use of the model will be conducted at the City of Coachella's offices. It is anticipated for this proposal that the training session will take place the day before or the day after the final presentation meeting.

- **User Manual**. A user manual documenting all of the computer model's features and pop-up user instructions will be prepared and presented to the City of Coachella during the training session.

Task 8-Deliverables

Consultant will provide the following reports and other deliverables during the course of the project:

- **Draft Report.** Consultant will prepare preliminary report text and tables covering the selected financial plan, cost of service allocations and rate design for review by the City of Coachella. Four (4) copies of the draft report will be submitted to the City of Coachella for review and comment.

- **Final Report.** Based on review comments of the draft report, a final report will be prepared. Four (4) bound copies of the report and one electronic copy of the report in the popular portable document format (PDF) will be delivered to the City of Coachella.

- **Calculation Book.** A book of all calculations supporting the proposed rates and report will be delivered as part of the computer model training session.

- **Computer Model.** A compact disk (CD) or thumb drive, containing the computer model and PDF version of the report, will be delivered to the City of Coachella and used to install the model on the Client's designated computers. This model will utilize the proprietary add-in developed by the Consultant, which provides user-friendly features to all of the Consultant's models that are designed to be used by City of Coachella staff.

- **User Manual.** Consultant will provide two copies of a user manual documenting all of the computer model's features and pop-up user instructions

Task 9-Meetings and Presentations

Consultant will also attend meetings as requested by the City of Coachella. A total of up to seven actual or on- line virtual meetings are proposed and provided for under this task. A minimum of four of these meetings will be in person. These will be scheduled at significant stages of the study to receive project direction, review study progress, present report findings and recommendations, as described below. Consultant should budget in addition to the meeting schedule below, a minimum of 20 hours to have online virtual meetings directly with staff for progress updates and address any questions/concerns. Meeting should be no longer than an hour, twice a month. To facilitate efficient use of project resources, meetings can be scheduled to address the domestic water and wastewater cost of service studies at the same time.

- **Meeting 1.** Consultant will meet with City of Coachella to discuss rate design issues and obtain overall policy guidance for the study. The meeting will also discuss project requirements, alternatives, strategy, rate design philosophy, and review available basic data collected by the staff prior to the meeting, as provided for in Task 1. Consultant will also provide direction, as required, for data summary by City of Coachella staff.

- **Meeting 2.** A virtual on-line or in-person meeting using interactive web-based software will be scheduled near the 25% completion stage of the study to review study progress, interim study findings and to receive direction for the completion of the study.

- **Meeting 3.** A virtual on-line or in-person meeting using interactive web-based software will be scheduled near the midpoint of the study to review study progress, interim study findings and to receive direction for the completion of the study.

- **Meeting 4.** A virtual on-line or in-person meeting will be scheduled after the City of Coachella has received the draft report to discuss City of Coachella staff comments and potential revisions to be considered for the final report.

- **Meeting 5.** Final draft study findings will be presented to City of Coachella at a meeting with the City of Coachella Council members at a Council Study Session.

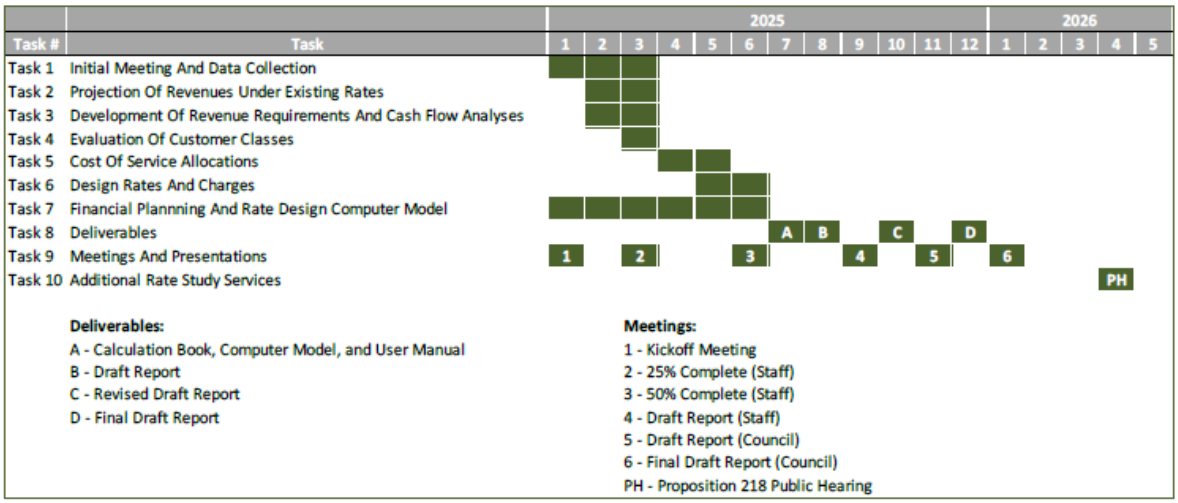
- **Meeting 6.** Review final report of draft study findings will be presented to City of Coachella at a City of Coachella Council meeting.

- **Meeting 7.** To be determined based on study

Task 10-Additional Rate Study Services

The consultant selected will need to work with our attorney and our Communications Department to support the City of Coachella with public outreach and at the public hearing on Proposition 218. In addition, if requested by the Client, other services in addition to those set forth above will be performed. Such services may include: additional domestic water and wastewater financial plans that would allow for changes in operating and capital budget projections; meetings, hearings, presentations, or reports in addition to those provided for under Tasks 1 through 9; revisions or updating of the domestic water and wastewater cash flow analyses, cost allocations and rate design to recognize post-Task 3 changes in operating expense, capital program requirements, debt service schedules, bond sale dates, budgets, staffing levels, customer service requirements, changes in the replenishment charges, organizational or other changes that may impact the findings of the preceding tasks; the preparation or presentation of special exhibits or expert testimony; and other related studies and services.

EXHIBIT "B"
SCHEDULE OF SERVICES



The above schedule includes several key assumptions:

1. Notice to proceed on or before January 1, 2025.
2. Approval of Proposition 218 notice in January 2026.
3. Mailing of Proposition 218 notices in February 2026, beginning the required 45-day notice period.
4. Proposition 218 required Public Hearing in April 2026, at which rates are adopted.
5. Study recommended FY 2027 rates effective July 1, 2026.

EXHIBIT "C"
COMPENSATION

Exhibit 17. Comprehensive Water Rate Study Budget

Comprehensive Water Rate Study		Callocchia	Campbell	Wright	Carnes	Oates	Robinson	Admin	Hours	Professional Fees	Out-of-Pocket Expenses	Total
Task		$300	$365	$250	$200	$190	$170	$140				
Task 1	Initial Meeting And Data Collection	8	8	4	8	4	4	-	36	$ 9,360	$ 2,250	$ 11,610
Task 2	Projection Of Revenues Under Existing Rates	4	2	-	4	12	12	-	34	$ 7,050	$ -	$ 7,050
Task 3	Development Of Revenue Requirements And Cash Flow Analyses	6	3	18	6	18	18	-	69	$ 15,075	$ -	$ 15,075
Task 4	Evaluation Of Customer Classes	4	2	-	4	6	6	-	22	$ 4,890	$ -	$ 4,890
Task 5	Cost Of Service Allocations	6	3	-	6	18	12	-	45	$ 9,555	$ -	$ 9,555
Task 6	Design Rates And Charges	6	3	-	6	12	12	-	39	$ 8,415	$ -	$ 8,415
Task 7	Financial Plannning And Rate Design Computer Model	4	2	8	6	12	12	-	44	$ 9,450	$ -	$ 9,450
Task 8	Deliverables	12	12	6	12	18	18	9	87	$ 19,620	$ -	$ 19,620
Task 9	Meetings And Presentations	12	4	6	12	12	12	6	64	$ 14,120	$ 3,750	$ 17,870
Task 10	Additional Rate Study Services	8	2	2	6	6	6	6	36	$ 7,830	$ 2,250	$ 10,080
	Labor Hours	120	68	72	120	192	184	36	476			
								Subtotal		$105,365	$ 8,250	
								Total Not-To-Exceed Cost				$113,615

Out of pocket expenses assume total costs of $1,500 per person per trip and eleven person-trips, assigned 50/50 to the water and sewer studies:

1. Task 9, Meeting 1: Kickoff meeting with three key NewGen personnel (Callocchia, Campbell, Carnes).
2. Task 9, Meeting 3: Key NewGen personnel (Callocchia, Campbell, Carnes) will discuss the study's 50% completion milestone.
3. Task 9, Meeting 5: A meeting with City Council at which Mr. Callocchia will discuss the study's draft report.
4. Task 9, Meeting 6: A meeting with City Council at which Mr. Callocchia will discuss the study's final report.
5. An additional in-person meeting with key NewGen personnel (Callocchia, Campbell, Carnes) assumed as a part of Task 10, Additional Services.

Exhibit 18. Comprehensive Sewer Rate Study Budget

Comprehensive Sewer Rate Study		Callocchia	Campbell	Wright	Carnes	Oates	Robinson	Admin	Hours	Professional Fees	Out-of-Pocket Expenses	Total
Task		$300	$365	$250	$200	$190	$170	$140				
Task 1	Initial Meeting And Data Collection	8	8	4	8	4	4	-	36	$ 9,360	$ 2,250	$ 11,610
Task 2	Projection Of Revenues Under Existing Rates	4	2	-	4	12	12	-	34	$ 7,050	$ -	$ 7,050
Task 3	Development Of Revenue Requirements And Cash Flow Analyses	2	1	6	2	6	6	-	69	$ 5,025	$ -	$ 5,025
Task 4	Evaluation Of Customer Classes	4	2	-	4	6	6	-	22	$ 4,890	$ -	$ 4,890
Task 5	Cost Of Service Allocations	2	1	-	2	6	4	-	45	$ 3,185	$ -	$ 3,185
Task 6	Design Rates And Charges	2	1	-	2	4	4	-	39	$ 2,805	$ -	$ 2,805
Task 7	Financial Plannning And Rate Design Computer Model	4	2	8	6	12	12	-	44	$ 9,450	$ -	$ 9,450
Task 8	Deliverables	4	4	2	4	6	6	3	87	$ 6,540	$ -	$ 6,540
Task 9	Meetings And Presentations	12	4	6	12	12	12	6	64	$ 14,120	$ 3,750	$ 17,870
Task 10	Additional Rate Study Services	8	2	2	6	6	6	6	36	$ 7,830	$ 2,250	$ 10,080
	Labor Hours	120	68	72	120	192	184	36	476			
								Subtotal		$ 70,255	$ 8,250	
								Total Not-To-Exceed Cost				$ 78,505

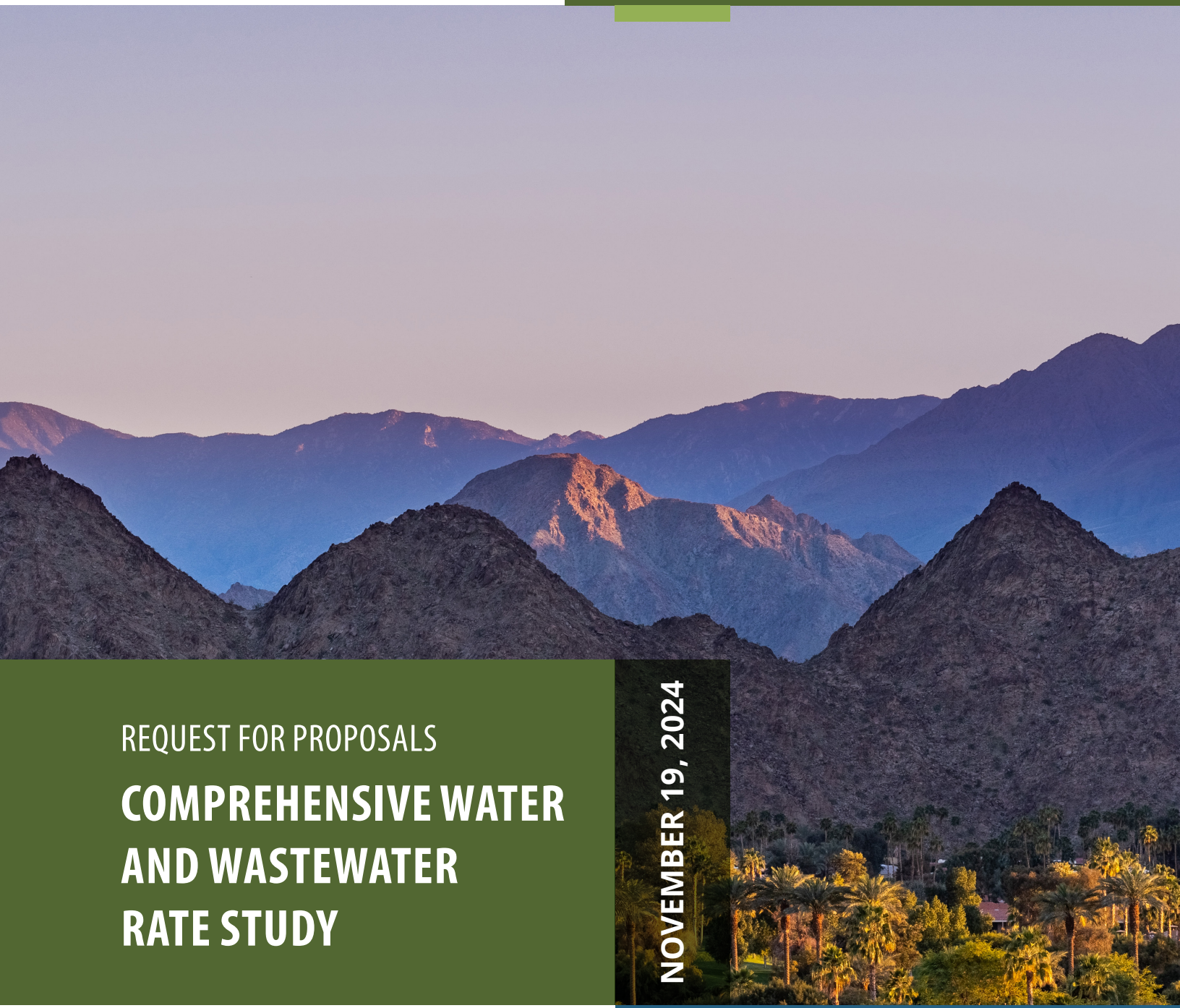
Out of pocket expenses assume total costs of $1,500 per person per trip and eleven person-trips, assigned 50/50 to the water and sewer studies:

1. Task 9, Meeting 1: Kickoff meeting with three key NewGen personnel (Callocchia, Campbell, Carnes).
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4. Task 9, Meeting 6: A meeting with City Council at which Mr. Callocchia will discuss the study's final report.
5. An additional in-person meeting with key NewGen personnel (Callocchia, Campbell, Carnes) assumed as a part of Task 10, Additional Services.

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NewGen Strategies & Solutions

www.newgenstrategies.net



REQUEST FOR PROPOSALS

COMPREHENSIVE WATER AND WASTEWATER RATE STUDY

NOVEMBER 19, 2024

City of COACHELLA EST. 1946

Prepared for:
Cástulo Estrada - Utilities Director
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

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NewGen Strategies & Solutions

900 Bestgate Road, Ste. 402
Annapolis, MD 21401
Phone: (443) 951-4207

B. TRANSMITTAL

COVER LETTER

November 21, 2024

Mr. Cástulo Estrada
Utilities Director
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Subject: Request for Proposals – Comprehensive Water and Wastewater Rate Study

Dear Mr. Estrada:

The water and sewer utility industries are changing at a rapid pace. Maintaining the current level of service is becoming a challenge given the extreme pressure on operating and capital budgets. These pressures are the inevitable result of the increasing costs of labor, materials, water supplies, wastewater treatment technologies, and major capital assets. To develop a realistic plan to sustain the financial health of the City of Coachella's (City) water and sewer services, what the City needs is a fresh look at everything for both the Coachella Water Authority (CWA) and the Coachella Sanitary District (CSD) - especially the ability to compare different forecast scenarios side-by-side to achieve the best future for its systems.

NewGen Strategies and Solutions, LLC (NewGen) is a management and economic consulting firm specializing in serving the water and sewer utility industry. Established in 2012, NewGen provides nationally recognized expertise in utility cost of service and rate design studies, financial feasibility studies, municipalization and privatization efforts, depreciation and appraisal studies, litigation support for state and federal regulatory proceedings, utility financial planning, and stakeholder engagement. NewGen currently employs 61 full-time professionals.

Why NewGen? *Utility rates are what we do.* NewGen's core business is providing financial and management advice to water, wastewater, stormwater, energy, and solid waste utilities. *Because of our strategic focus, we develop recommendations that are understandable, transparent, and achievable, which paves the way for successful buy-in across all your stakeholders*. NewGen sets itself apart from other firms in the following ways:

Uniquely Qualified Project Team – We have assembled and will commit to the specific performance of our project team, which is comprised of experienced personnel who enjoy a national reputation for their expertise and common-sense advice and local experience providing these services in the Inland Empire. We have extensive experience with setting Proposition 218 compliant water rates. Our designated project manager is an active member of the AWWA Rates and Charges Committee, the Chairman of the Cost Allocation Subcommittee, and a contributing author to the upcoming 8th edition of AWWA's Manual M1.

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B. TRANSMITTAL COVER LETTER

Operational Insights – NewGen makes data operational resulting in actionable decisions with defensible results. We harness existing and untapped data to forecast changes in operations, develop demand management strategies, estimate the impacts of capital investments, and identify the rational nexus underlying rate structure decisions. *The link between what your service costs and how you charge your customers is essential for Prop 218 compliance.* NewGen has helped our clients increase revenues to further capital investment, strengthen rate design justifications, and communicate rate change rationale to a public audience.

Stakeholder Communication – NewGen simplifies complex concepts by combining visual tools and our training expertise to ensure that clients gain a deep understanding of how the issues and underlying data drive our recommendations and scenarios. This directly impacts the evaluation of the scenarios we present, streamlines decision-making, and successfully obtains buy-in from elected officials, advisory committees, regulatory bodies, utility senior management, and utility customers.

Demonstrated Performance – The issues being faced by CWA and CSD are like those being faced by NewGen's clients throughout the country and in the State of California. NewGen's project team members have successfully completed projects similar to the City's requested services for other California clients.

Client Endorsements – We understand the key issues and challenges facing the City. We have included several references in our proposal and strongly encourage the City to contact them to learn more about our firm and specific project team members.

NewGen is headquartered in Denver, Colorado, and operates 13 offices nationwide. The primary office responsible for completing this project will be NewGen's Annapolis office, located at 900 Bestgate Road, Suite 402, Annapolis, Maryland 21401. NewGen's website address is www.newgenstrategies.net.

I am the designated project manager for this engagement, and as a Partner at NewGen I am authorized to bind the firm into contract. Please contact me directly at (443) 951-4207 or by email at ecallocchia@newgenstrategies.net should you have questions or if additional information is needed.

Sincerely,

DocuSigned by:
C11651334E8F462...

Eric Callocchia
Partner

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C. EXECUTIVE SUMMARY

NewGen Strategies and Solutions, LLC is a management and economic consulting firm specializing in serving the utility industry and market. Established as a Limited Liability Corporation (LLC) in August 2012, NewGen primarily serves public sector utilities and provides nationally recognized expertise in utility cost of service (COS) and rate design studies, financial feasibility studies, municipalization and privatization efforts, depreciation and appraisal studies, litigation support for state and federal regulatory proceedings, utility financial planning, and stakeholder engagement for water, wastewater, solid waste, electric, and natural gas utilities.



UTILITY RATES ARE WHAT WE DO

NewGen's core business is providing financial and management advice related to electric, water, wastewater, stormwater, and solid waste utilities. The specialized services we offer to our clients include:

- Cost of Service/Rate Studies
- System Development Charges/Capacity Fee Studies
- Operational Reviews/Management Audits
- Comparative Analyses/Benchmarking
- Expert Witness Testimony
- Financial Feasibility Studies
- Infrastructure Management/GASB 34
- Conservation Studies
- Appraisals / Fair Market Valuations
- Organizational Effectiveness

Understanding your community, your organization, and your data are the three essential elements to developing actionable strategies to sustain your future service. *NewGen believes that strategy dictates everything.* Our personnel have extensive experience in all financial and management facets of municipal utilities. The City is in a situation that many utilities have found themselves, and the right answers are difficult to know for certain. *Because of our strategic focus, we design our recommendations to ensure they are responsive, transparent, and reliable while paving the way for successful buy-in across all your stakeholders.*

We are routinely engaged to perform multiple studies or provide additional services for our clients. This is an indication of our client's satisfaction with our work product, as well as the trust and confidence placed in our capabilities, approaches, and recommendations.

NewGen has worked hard over the years to attract and maintain a diversified staff of professionals with exceptional skills, dedication, and talent. We have built our reputation by providing clients with solutions that are based on sound principles, economic feasibility, and innovative thinking without losing sight of budget and schedule constraints. We are proud of the long-standing relationships that we have developed with our clients.

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More than 90% of NewGen's work is in the municipal utility market; we have worked for hundreds of public agencies, from Alaska to the Florida Keys, from Maine to southern California. With a professional staff of more than sixty in thirteen offices across the country, we have worked for clients in more than thirty states.

PROJECT TEAM AND SCOPE OF WORK

Our proposed project personnel are listed below:

Name	Project Role	Expertise	Years Experience
Eric Callocchia	Project Manager	Water/Sewer COS and Rate Design	15
Richard Campbell	QA/QC	Utility Financial Management	30+
Zachary Wright	Capital Asset Analysis / Financial Models	Asset Valuation / MS Excel	12
Tianna Carnes	Cost of Service and Rate Design	Water/Sewer COS/Rate Design	6
Aidan Oates	Data Analysis	Data Analysis and Organization	3
Alexandra Robinson	Study Support	Data Analysis and Organization	1

Each NewGen team member brings a unique and broad understanding of utility rates and financial management. Further information and brief resumes for each team member are included in Section D. Key Project Personnel.

Our proposed scope of work is comprised of the following tasks:

Task	Description	Level of Effort (Hours)
Task 1	Initial Meeting And Data Collection	72
Task 2	Projection Of Revenues Under Existing Rates	68
Task 3	Development Of Revenue Requirements And Cash Flow Analyses	92
Task 4	Evaluation Of Customer Classes	44
Task 5	Cost Of Service Allocations	60
Task 6	Design Rates And Charges	52
Task 7	Financial Planning And Rate Design Computer Model	88
Task 8	Deliverables	116
Task 9	Meetings And Presentations	128
Task 10	Additional Rate Study Services	72
	Total Level of Effort	**792**

Our scope of work assumes a start date of January 1, 2025, and that our recommended rates would be effective July 1, 2026.

The study will result in legally defensible, cost-based water and sewer rates for the City's utilities. Our financial models will be dynamic, linked to the real-world data, and adaptable to provide the City with tools to update forecasts as estimates become knowns and forecasts become reality.

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D. KEY PROJECT PERSONNEL

NewGen evaluates the needs of each project and assembles a Project Team of knowledgeable professionals who are uniquely qualified to provide the needed services. The project team assembled for this engagement includes widely recognized experts in utility cost of service, ratemaking, and Proposition 218 compliance. They each possess unique knowledge of regulatory requirements and industry trends as well as best practices to develop water and sewer rates which balance the goals and objectives of the City.

The following are brief biographies of our proposed project team. Detailed resumes are included as Appendix A to this proposal.

ERIC CALLOCCHIA | PROJECT MANAGER



EDUCATION: BA, Economics/Mathematics, Johns Hopkins University
AFFILIATIONS: AWWA, WEF, CWEA, GFOA
AWWA National Rates and Charges Committee - Cost of Service Subcommittee
PUBLICATIONS: Contributing author, WEF Manual of Practice (MOP) 27 – *Financing and Charges for Wastewater Systems*; AWWA Manual M1 – *Principles of Water Rates, Fees and Charges*

Eric Callocchia has over fourteen years of water and sewer utility cost of service and financial consulting experience. His expertise involves a broad range of industry issues, including revenue stability, customer affordability, cost of service rate making, and public engagement and education. His expertise in utility cost of service is rooted in his exceptional analytic skills and broad experience, both of which ensure that the recommendations he develops are understandable and withstand legal scrutiny.

He is involved in water and wastewater industry associations and is a contributing author to the most recent edition of the *Water Environment Federation's Manual of Practice 27 – Financing and Charges for Wastewater Systems*. He is an active member of the American Water Works Association (AWWA) Rates and Charges Committee, and a contributing author to the upcoming eighth edition of *AWWA's Manual M1 – Principles of Water Rates, Fees and Charges*. He is an accredited expert witness concerning utility rate setting matters and has provided expert advice in California related to one of the State's major rate litigation disputes (SDCWA v. Metropolitan, et al.).

Mr. Callocchia has worked with over 100 water, wastewater, and stormwater utilities throughout the United States. Through his efforts, clients have justified revenue increases, adopted cost allocation plans, implemented rate structure changes, enhanced reserve policies, funded capital financing plans, and applied other industry best practices. Mr. Callocchia regularly presents at industry conferences to keep peers informed of the cutting-edge methodologies developed as a part of his projects.

Mr. Callocchia will be the Project Manager for each COSS. He will be responsible for the day-to-day communication between NewGen and CWA and CSD staff, the overall progress of each COSS, and the delivery of NewGen's results and recommendations to the City Council and at any other public meetings.

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RICHARD CAMPBELL | QA/QC



EDUCATION: Bachelor of Science, Electrical Engineering, University of Central Florida
United States Naval Nuclear Power Program
AFFILIATIONS: AWWA, National Rates and Charges Committee, Finance, Accounting and Management Committee

Mr. Richard Campbell has 35 years of experience in the industry, previously serving as the Financial Services Director of Freese and Nichols. He has led several complex projects associated with electric, natural gas and water/wastewater utilities. Mr. Campbell is an expert in a full range of utility finance issues including debt issuance support (revenue bond feasibility); valuation studies for acquisitions and mergers; alternative capital financing analyses; economic feasibility studies; wholesale and retail ratemaking/cost of service; impact fee/system development fee analysis; asset planning and asset management; development of renewal and replacement programs; and strategic and business planning.

Mr. Cambell's role on the project will be overall quality assurance and quality control. Given his deep industry experience, his insight into key issues will ensure that the results of each COSS are firmly established in sound industry practices.

ZAK WRIGHT | CAPITAL COST ANALYSIS & FINANCIAL MODELING



EDUCATION: Master of Business Administration, Belmont University;
Bachelor of Business Administration in Finance, University of Tennessee Knoxville
REGISTRATIONS AND CERTIFICATIONS: Accredited Senior Appraiser (ASA) by the American Society of Appraisers
AFFILIATIONS: Tennessee GFOA; American Society of Appraisers - Middle Tennessee Chapter Treasurer/Secretary; Society of Depreciation Professionals

Mr. Zak Wright has worked at NewGen for six years and previously worked in the banking and telecommunications industries. Zak assists with appraisals, financial planning, and rate analysis. Zak has experience in underwriting, banking, corporate finance, pro forma financial analysis, financial modeling, and strategic and capital planning. Before joining NewGen, he worked as a Commercial Credit Analyst.

In addition to being an Accredited Senior Appraiser, Mr. Wright is an expert at building custom advanced financial models. Mr. Wright will conduct the Capital Asset Replacement Analysis (Task 3.2) and lead the development of NewGen's dynamic financial models (Task 7).

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D. KEY PROJECT PERSONNEL

TIA CARNES | COST OF SERVICE AND RATE DESIGN



EDUCATION: Master of Business Administration, Belmont University;
Bachelor of Science in Bible/Biblical Studies, Cairn University

Ms. Tia Carnes joined the firm as a Consultant in February 2020. During her tenure, she has provided financial modeling, appraisal/valuation support, cost of service and rate design analyses, and most notably, support to the organizational review and workshop development projects. Her experience includes leadership training and development, team assessment, and financial analysis. Ms. Carnes came to NewGen with a strong background in customer service, logistics, and high-volume task management.

Ms. Carnes will be responsible for conducting the Cost-of-Service analysis for each COSS and developing the water and sewer rate designs. Ms. Carnes has performed water, sewer, replenishment, and irrigation cost of service and rate studies in California and knows how to develop Proposition 218 compliant rates.

AIDAN OATES | DATA ANALYST



EDUCATION: Master of Energy Management, Tulane University
Bachelor of Arts in English Literature and Finance, The College of William and Mary

Mr. Aidan Oates joined NewGen in 2021. He provides financial modeling, cost of service and rate design for water, wastewater, solid waste, and energy projects. His experience includes valuation, trading, economics, and investment banking specific to the Energy industry. He earned his BA in English Literature and Finance from William and Mary and a Masters in Energy Management from Tulane University.

Mr. Oates will be responsible for the collection, organization, understanding, and input of the data provided to NewGen to facilitate building NewGen's custom financial models.

ALEX ROBINSON | DATA ANALYST



EDUCATION: Bachelor of Arts in Political Science & Economics, Johns Hopkins University

Ms. Alex Robinson joined NewGen as a full-time Consultant in November 2023. She assists on cost of service and rate design projects, performing data evaluations and applying her financial modeling skills. Ms. Robinson's experience also includes economic analysis and affordability evaluations.

Ms. Robinson will be responsible for supporting Mr. Oates and Ms. Carnes with their tasks, preparing meeting minutes, and coordinating on study tasks with Mr. Callocchia on an ongoing basis.

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E. UNDERSTANDING OF PROJECT

The City of Coachella, California (City), is located in Riverside County, within the Coachella Valley of California's Colorado Desert. The city hosts a population of roughly 42,000 people, spread over an area of 30.08 square miles. The Coachella Water Authority (CWA) and Sanitation Division (CSD) are municipal utilities serving the City's water and wastewater needs. The service area is roughly 32 square miles and serves approximately 9,000 customers (both residential and commercial). The City owns and operates 6 wells which provide groundwater as a principal source of water supply.

As set forth in the City's Request for Proposals, the CWA and CSD are seeking a consultant to assist in the preparation of a Comprehensive Rate Study for both CWA and CSD that ensure that the City's water and sewer utilities have sufficient and defensible funding to meet their operational, capital, and current debt obligations. In addition, the Studies shall result in rates that are proportionate to the cost of providing service to each customer class. What this means is that the City needs two Studies that result in defensible rate structures firmly established in data analysis, clear communication strategies to engage customers, and modeling tools adaptable to various operating and capital scenarios. *NewGen's approach to delivering these solutions in compliance with Proposition 218 is second to none.*

NEWGEN'S APPROACH TO SCOPE OF SERVICES

The City details a thorough scope of services in its RFP that generally aligns with an industry standard Cost of Service Study (COSS). The following section of our proposal details the specific way we will complete the various tasks identified by the City in its RFP.

> ***Please note that the general approach to a COSS is nearly identical for a water and wastewater utility, and as the City's RFP requires that each Study be included in the proposal as a separate scope of work item, our proposal will note whether each task or subtask will be performed for the Water COSS, the Sewer COSS, or both. Most tasks apply to both Studies.***

TASK 1 – INITIAL MEETING AND DATA COLLECTION (WATER AND SEWER COSS)

Task 1 relates to NewGen's collection, organization, understanding, and communication regarding the City's data.

1.1 – DATA REQUEST

Immediately upon receipt of notice to proceed, NewGen will deliver to the City a detailed request for information, identifying the data that is needed to perform the COSS. The nature of this data will be financial, operational, customer account and usage, asset records, and relevant ordinances.

A key part of this task is our team's coordination with the City's staff to ensure that our recommendations are possible to achieve within the City's current billing system.

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E. UNDERSTANDING OF PROJECT

The success of the COSS is dependent on our understanding of your data. NewGen's unique experience in data analysis sets us apart from other who offer a "one size fits all" approach. We know what to ask for to get you the answers you need.

NewGen will compile all the data relied upon to develop our recommendations in an Administrative Record that will be included in NewGen's final deliverables. This is essential to maintain the defensibility of our Study's recommendations.

1.2 – DATA COMPILATION

For both studies to be successful, it is essential that NewGen's understands and organizes the City's customer and usage data. Regarding customer account and usage data, NewGen will:

- Perform a reconciliation of the data provided with a goal to re-calculate Utility Service Revenue within our models for both CWA and CSD with a margin of error less than 2.0%.
- Identify any missing account information from the list of Master Meter accounts, including a sub-account and sub-sub-account analysis to ensure that each COSS is capturing all customer and usage information.
- Removing inactive account information to ensure future demand forecasts are not overestimating customer activity.
- Cleaning up customer data to ensure a clear relationship between the data provided and the data supporting each model's forecasts.

The result will be clean sets of data that can be imported into NewGen's financial models.

1.3 – PROJECT PLANNING

NewGen will schedule a project kickoff meeting with all key CWA, CSD, and NewGen personnel. The purpose of this meeting is to review and validate the scope of work, introduce key study personnel, identify any roadblocks to timely completion, agree to key dates, provide City personnel with contact information for all members of the NewGen team.

Based on our experience in working with municipal governments, *it is vitally important to identify and evaluate the key policy issues early in the study to ensure that consensus is developed regarding the principles that will govern the study.* Within one week after the meeting, NewGen will provide Meeting Minutes to the City memorializing the meetings discussion, decisions, and expected actions.

1.4 – REVIEW AND EVALUATION OF BASIC DATA

As the City furnishes the requested data, NewGen will load all files into an online Microsoft SharePoint ® site with secure access enabled for only NewGen and City project personnel. We will review all the requested information to ensure that we have a complete understanding of the City's utility operations.

NewGen will compile all the data relied upon to develop our recommendations in an Administrative Record that will be included in NewGen's final deliverables. This is essential to maintain the defensibility of our Study's results.

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1.5 – SUPPLEMENTAL DATA REQUESTS

If additional information is required to complete the Study, NewGen will submit formal requests for such data. Again, this is an effort to memorialize the data supporting our results to maintain the defensibility of our recommendations.

TASK DELIVERABLES

- Initial Request for Information.
- Shared project database to facilitate the preservation of the study's Administrative Record.
- Validation of study data.
- On-site kickoff meeting with NewGen staff and associated material.
- Supplemental data requests, if necessary.

TASK 2 – PROJECTION OF REVENUES UNDER EXISTING RATES (WATER AND SEWER COSS)

Forecasting revenue under existing rates provides the basis for NewGen's recommended revenue increase needs. Therefore, Task 2 will determine the financial reality of both CWA and CSD if rates are not adjusted from existing levels for the period FY 2027 through FY 2031.

2.1 – CUSTOMER ACCOUNT AND VOLUME PROJECTIONS

The study's demand forecast will be based on historical usage data and discussions with the City as to projected water demand. A key variable that NewGen will develop is the rate of change in the City's customer base, including the numbers and types of new customers to be added year-by-year as well as increases (or decreases) in water on a per capita basis.

2.2 – PROJECTION OF REVENUES UNDER EXISITNG RATES

Given the results of Task 1.2 (Data Compilation) and 2.1 (Customer Account and Volume Projections), NewGen will develop reasonable and data-based forecasts of CWA and CSD Utility Service Revenue under the existing effective water and sewer rates structures. This will provide a baseline to which NewGen can compare the net revenue required from rates each year, thus facilitating NewGen's development of recommended rate revenue increase needs.

2.3 – PROJECT OTHER INCOME

NewGen will include reasonable projections of CWA and CSD revenues other than Utility Service Revenue. This will include an understanding of the issues impacting the future of Property Tax revenues (Secured and Unsecured), interest income, groundwater replenishment, and other revenue sources.

TASK DELIVERABLES

- Forecast of water and sewer customer accounts and usage for the period 2026 – 2031 based on historical data and reasonable estimations of future conditions.
- Forecast of CWA and CSD Utility Service Revenue under existing rates for the period 2026 – 2031.
- Forecast of other CWA and CSD revenues to provide a complete future picture of revenues to support ongoing operating, capital, and reserve requirement costs.

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TASK 3 – DEVELOPMENT OF REVENUE REQUIREMENTS AND CASH FLOW ANALYSES (WATER AND SEWER COSS)

The sum of the O&M costs, annualized capital costs (debt service plus cash purchases of capital assets) and any contributions to reserves is called the revenue requirement – the amount of money that must be raised from all revenue sources in a given year. The forecasted revenue requirements for the City's water and sewer systems will determine NewGen's revenue adjustments recommendations.

NewGen will develop a detailed analysis for both CWA and CSD to justify the need for future revenues. The justification of forecasted costs sets the foundation for recommended rates and Proposition 218 compliance.



3.1 – PROJECT OPERANTION AND MAINTENANCE EXPENSE

NewGen will complete a trend analysis of the City's historical expenses and demands to inform our evaluation of appropriate classification of costs and customer classes. Using the City's most recently adopted operating budget as a starting point, we will review the adequacy of budgeted operating and maintenance costs. O&M expenses will be forecasted based on estimated annual inflation rates at the budgetary account line-item level. The forecast of operating expenditures will be based on:

- Review of historical operating expenditure increases by individual budget account line item.
- Any changes in operations and staffing, such as additional FTEs or chemical costs.
- Identifying and assessing the impact of the current capital improvement program on operating expenditures, such as new treatment technology.
- Estimation of impacts of more strict regulatory burdens on the City that may materialize within the study period.

3.2 – ROUTINE CAPITAL EXPENDITURES

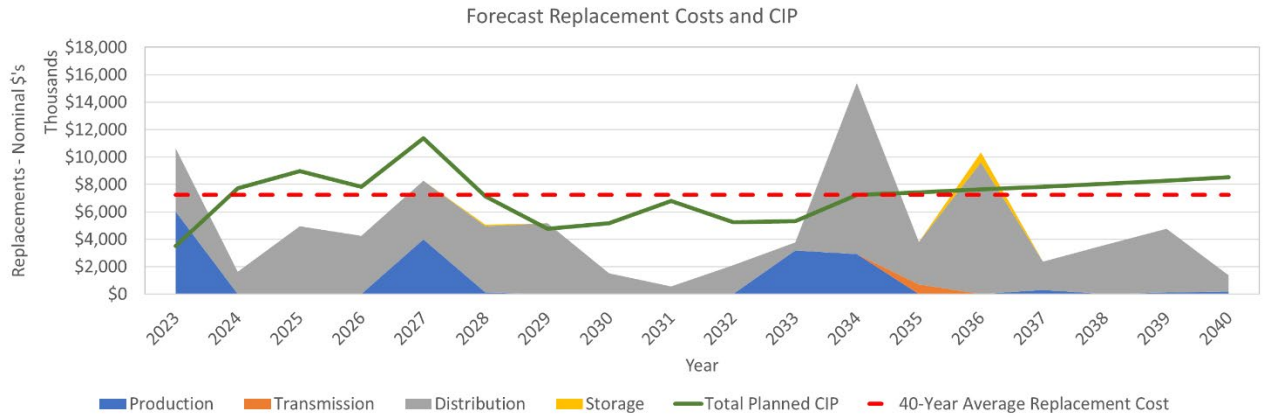
Water and sewer utilities are facing increased challenges when trying to keep up with the rising cost of asset repair and rehabilitation. It is essential that the City make the necessary routine investments in its water and sewer assets – the question is, how can the City determine the proper asset replacement funding levels?

If the City desires to justify an increase in spending to fund routine capital expenditures, then it needs a sound, data-driven solution to quantify the real-world value of its assets now and in the future. NewGen's unique valuation and appraisal expertise will provide the City with the confirmation necessary to ensure proper routine capital funding and Proposition 218 compliance.

To support our recommendations, NewGen will perform a capital asset depreciation funding analysis, a sample of which is shown in Exhibit 1.

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Exhibit 1. Capital Asset Replacement Analysis



The analysis above shows whether planned investment (green line) is sufficient to fund asset replacement based on asset depreciation by type (colored areas, averaged to the dotted red line). Although there are peaks and valleys demonstrate the end of asset useful lives based on asset depreciation schedules, on average, the green line should be above the dotted red line. This demonstrates that planned asset re-investment is keeping pace with asset depreciation on average. NewGen will recommend, if necessary, a capital asset replacement plan that sufficiently meets the depreciation profile of the City's assets.

3.3 – MAJOR CAPITAL IMPROVEMENT PROGRAM FINANCING PLAN

NewGen will develop financing plans for the major capital improvement program. NewGen's model will clearly show the name, funding source, cost, and timing of each major capital improvement project over the forecast period. A sample CIP input is shown as Exhibit 2 below.

Exhibit 2. Sample Capital Improvement Program Input

Project Description	PAYGO	WSBFC	Grants	New Debt	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Booster Station 07990 Rehabilitation and Upgrade	0%	0%	40%	60%	$3,200,000				
Booster Station 07101 Rehabilitation and Upgrade	0%	0%	40%	60%	$500,000	$1,375,000			
Booster Station 07102 Rehabilitation and Upgrade	0%	0%	40%	60%	$100,000	$450,000	$1,265,000		
Booster Station 05513 Rehabilitation and Upgrade	0%	0%	0%	100%	$75,000	$2,500,000	$1,475,000		
Reservoir 4711-3 and 4711-4 Construction	0%	80%	20%	0%	$2,500,000	$3,100,000			
Reservoir 5514-2 Construction	0%	0%	0%	100%	$50,000	$2,000,000	$1,000,000		
Reservoir 7101-2 Construction	0%	0%	35%	65%	$2,000,000	$1,700,000			
Reservoir 4730-2 Design and Construction	0%	75%	25%	0%	$500,000	$6,000,000	$1,500,000		
Reservoir 7802-2 Design and Construction	0%	57%	43%	0%		$500,000	$5,000,000	$500,000	
Reservoir 3601-1 Rehabilitation	100%	0%	0%	0%	$150,000	$1,500,000			
Reservoir 5513 Rehabilitation	100%	0%	0%	0%		$150,000	$1,500,000		
Reservoir 5514-1 Rehabilitation	100%	0%	0%	0%				$100,000	$975,000
Reservoir 7101-1 Rehabilitation	100%	0%	0%	0%				$100,000	$1,125,000
North Shore Water Main Replacements	0%	0%	0%	100%	$100,000				
Dale Kiler Road Water Main Replacement	0%	0%	0%	100%	$8,160,740				
Preliminary Design Highway 86 Main	0%	50%	50%	0%	$340,000				
Highway 86 Main, Phase 3 Final Design and Construction	100%	0%	0%	0%		$700,000	$7,500,000	$7,500,000	
Highway 86 Main, Phase 4 Final Design and Construction	100%	0%	0%	0%					
Avenue 66 Transmission Main and Lincoln Street	0%	0%	100%	0%	$17,766,189				

The CIP input in NewGen's models is adaptable and can instantly show the impact of project timing, costs, and funding source. NewGen will work with CWA and CSD staff to develop a financing plan that incorporates considerations for available funding, existing and forecasted revenue, bond ordinance covenants, impacts on water and sewer rates, impacts on customer affordability, and City policy.

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3.4 – DEBT SERVICE EXPENSE

NewGen will include the annual principal and interest payments for existing debt service related to the City's systems in the revenue requirement projections. NewGen will calculate principal and interest payment schedules for any projects funded with new debt in the CIP plan from Task 3.3 (Major Capital Improvement Program Financing Plan). The debt necessary to fund each project will be based on the project construction costs, issuance costs, and any reserve or requirements.

3.5 – RESERVE FUNDING

NewGen will review the City's reserve fund requirements and balances for adequacy given industry guidance.

The American Water Works Association's (AWWA) Rates and Charges Committee states that "The level of reserves maintained by a utility is an important component of short and long-term financial management, and is a key consideration in the rate-setting process."[1] Other industry groups have published recommendations for minimum utility fund reserve levels, including the Water Environment Federation (one – three months O&M costs), the International City/County Management Association (one – two months of total expenses), and The Government Finance Officers Association (No less than 45 days of total expenses).

A sample reserve recommendation table from a NewGen report is show below.

Minimum Reserve Balance Recommendation Comparison

	Water	Sewer
WEF (30-90 Days O+M)	$524,050 - $1,572,151	$114,963 - $344,889
GFOA (45 Days Total Expenses)	$1,080,345	$285,767
ICMA (30-60 Days Total Expenses)	$720,230 - $1,440,460	$190,511 - $381,023
NewGen Recommended	**$599,282**	**$148,719**

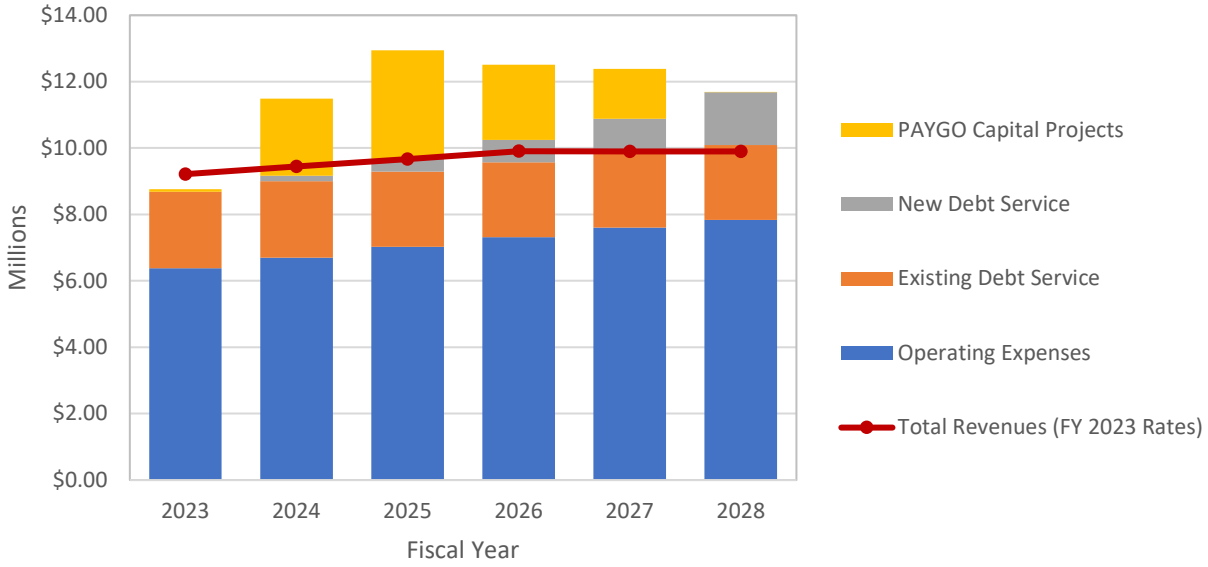
3.6 – PROJECTED REVENUE ADJUSTMENT NEEDS

The previous tasks in this workplan will result in two key forecasts: the total annual revenue requirement of both the City's water and sewer systems, and the amount of annual rate revenue under the City's existing water and sewer rates. NewGen will compare the annual cash flow given these two forecasts and determine the need to increase water and sewer revenues given the minimum reserve requirements developed in Task 3.5. A sample revenue adjustment needs analysis is shown in Exhibit 3 below:

[1] AWWA Rates and Charges Committee Whitepaper, *Cash Reserve Policy Guidelines*, 2018

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Exhibit 3. Sample Water Expenses vs. Revenues Forecast



In the above example, it is clear that the total revenues at the currently effective (FY 2023) rates are not sufficient to meet the total revenue requirement represented by the stacked bars. This kind of visual story telling helps communicate the study's results to a non-technical audience.

3.7 – PREPARATION OF ALTERNATIVES FOR REVEIEW BY THE CLIENT

NewGen will develop a minimum of four (4) financing plans each for CWA and CSD. Differences in the four forecasts may be the result of changes to forecasting assumptions such as increased/decreased demand, alternative capital financing plans, and/or changes in capital project timing/costs. Alternatively, the forecasts may share the same revenue requirements but may have modified phase-ins of revenue increases to meet cash flow needs over shorter or longer periods of time, while still maintaining compliance with all reserve policies.

As detailed later in our proposal, NewGen's financial models do not need to be saved as different versions when comparing scenarios – each scenario can be saved in the same file and compared side-by-side in real time.

3.8 – TEST YEAR COST OF SERVICE

With our understanding of CWA and CSD's operating, debt service, capital, and reserve requirements, we will develop a Test Year 2025 as the basis of our future projections. Future Test Years will be used to assign costs to rates throughout the FY 2026 – FY 2031 study forecast.

TASK DELIVERABLES

- Analysis of historical operating expenses.
- Forecast of reasonable future operating expenses.
- Recommendation for reserve replenishment program.
- Capital Asset Analysis and recommended routine capital replacement funding forecast.
- Funding plan for major capital improvement program.
- Debt service forecasts for existing and new debt service.

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- Ten-year forecasted Cash Basis revenue requirement.
- Up to four (4) alternative financing plans recognizing major capital financing needs and different revenue phase-in scenarios.
- Test Year cost of service for FY 2025 and future years to serve as the basis for cost of service allocations and recommended rates.

TASK 4 – EVALUATION OF CUSTOMER CLASSES (WATER AND SEWER COSS)

The underlying concept in this Task is the justification of charging different groups of water and/or sewer customers different fees based on justifiable allocations of system costs. This practice is commonly referred to as identifying customer classes. The practice of distinguishing between customer classes in water rate making is well established and proper when the classes impose different costs on the utility. According to the American Water Works Association (AWWA) Manual M1 – Principles of Water Rates, Fees, and Charges, 7th Edition (Manual M1), "service characteristics" can be considered when establishing customer classes. A common example for a water utility is the practice of identifying costs separately between classes of customers who demonstrate different demand patterns between their respective average and peak demands. A typical example for a sewer utility is identifying customers who contribute higher than normal, i.e., domestic, strength contaminants such as Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). Our evaluation of CWA's justification for its distinction between classes is rooted in these fundamental concepts.

The City's current water rate structure does not distinguish between customer classes but does include an inclining block volumetric rate structure. If the City desires to adopt an alternative water rate structure with different rates for different customer classes, then NewGen's analysis will provide the justification necessary for such rates.

4.1 – REVIEW CUSTOMER CLASSES

NewGen will evaluate the City's current water and sewer customer classes and determine the equitability of such distinctions. NewGen will rely on industry standard concepts to make these determinations, which will be rooted in the data collected for the COSS. It is important that this is not a results-based analysis. NewGen will demonstrate that fundamental customer characteristics define customer classes by grouping customers with similar demand characteristics and evaluating which customers end up in the resulting groups. NewGen will not simply determine the demand characteristics of predetermined groups of customers by class.

4.2 – DETERMINE CUSTOMER CLASS CHARACTERISTICS

After the completion of Task 4.1 (Review Customer Classes) in which NewGen will either validate or recommend changes to CWA's and/or CSD's customer classes, NewGen will then determine the class characteristics that will underlie our cost-of-service determinations and ultimately our recommended rates. A sample summary of data-based customer characteristics is shown in Exhibit 4 below.

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Exhibit 4. Sample Water Class Characteristics Summary

January 2021 - December 2021	Average Day		Max Day (NCP)				Max Hour (NCP)				Customer (Monthly)	
Customer Classification	MGD	%	Peak Factor	MGD	Excess	%	Peak Factor	MGD	Excess	%	Connections	%
Residential	9.2	45.8%	1.47	13.54	4.31	40.7%	2.45	22.66	9.12	35.1%	80,373	85.5%
Residential Irrigation	0.7	3.3%	3.59	2.39	1.72	16.3%	16.69	11.10	8.71	33.5%	5,424	5.8%
Non-Residential	4.4	21.7%	1.21	5.29	0.92	8.7%	1.78	7.77	2.48	9.5%	6,775	7.2%
Non-Residential Irrigation	0.6	2.8%	2.62	1.49	0.92	8.7%	7.51	4.28	2.79	10.7%	1,434	1.5%
Large Users	2.2	11.0%	1.42	3.16	0.94	8.8%	2.05	4.56	1.41	5.4%	23	0.0%
Wholesale	3.1	15.4%	1.57	4.89	1.78	16.8%	2.05	6.37	1.48	5.7%	10	0.0%
Total	20.2			30.76	10.59			56.75	25.99		94,038	

TASK 5 – COST OF SERVICE ALLOCATIONS (WATER AND SEWER COSS)

To complete the cost-of-service analysis, NewGen would follow the industry established methodology described in Manual M1 for identifying and allocating water system revenue requirements. NewGen's approach distributes the annual cost of providing service among customer types commensurate with customers' service characteristics. The cost-of-service analysis involves the following tasks:

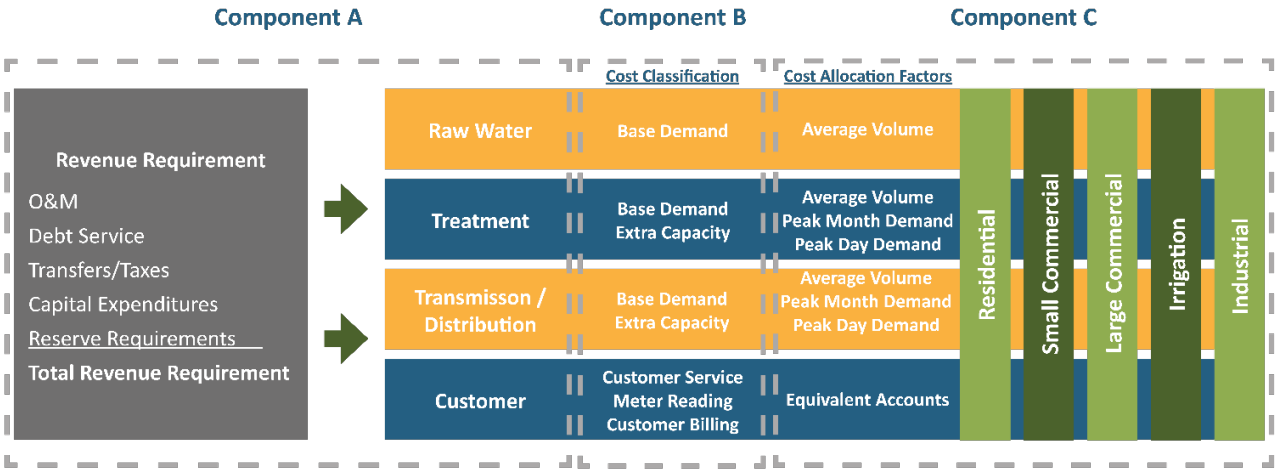
1. Functionalize costs, which is the assignment of costs to the functions of the City's system. Examples of functions are supply, distribution, storage, meter servicing, and customer billing and collection.

2. Allocate functionalized costs to cost causation components of the City's service. Cost causation components for water service include base demand, maximum day demand, maximum hour demand, public fire protection (i.e., the cost to comply with statutory mandates to provide fire flows), and customer service and billing costs. Cost causation components for sewer service include flow, BOD, TSS and other constituents.

3. Distribute functionalized costs by causation components, using unit costs, to customer classes in proportion to their use of the systems, including fixed capacity (i.e., meter-size or potential instantaneous demand) and variable demand (i.e., volume of use).

In this manner, NewGen's methodology develops rates that reflect the proportional demand on the City's system by similar types of customers. This is the approach described in AWWA Manual M1 and reviewed in many California water ratemaking appellate decisions. A graphical representation of this process is shown in Exhibit 5.

Exhibit 5. Water Cost of Service Analysis Process



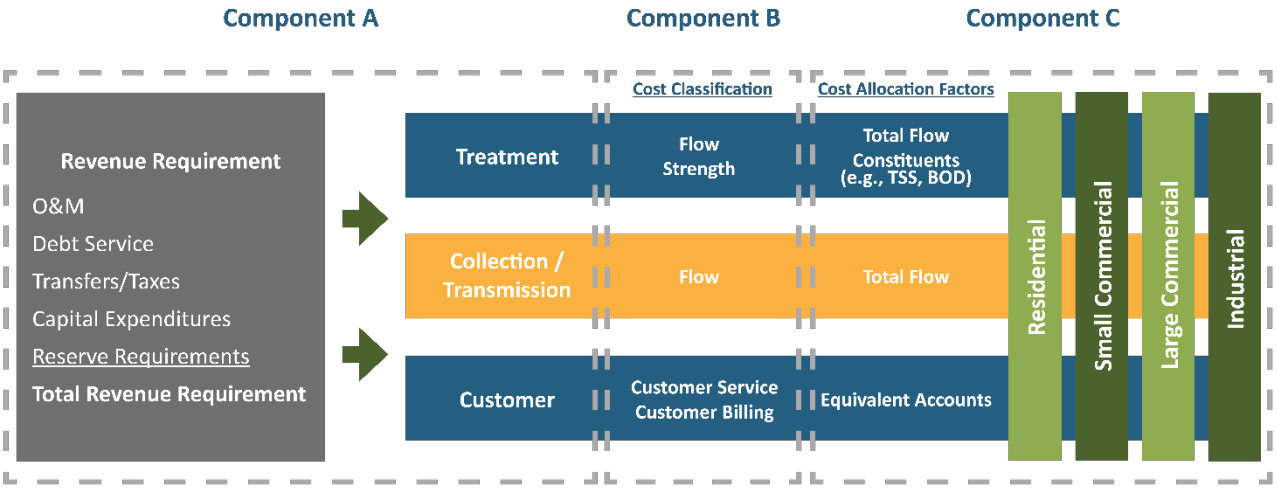
Note: For illustrative purposes only. Functions and allocators may change to align with utility operations/services.

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E. UNDERSTANDING OF PROJECT

Sewer COS Analysis follows a similar methodology, with the defining system and class characteristics rooted in data related to flow and constituent strength, as shown in the following Exhibit.

Exhibit 6. Sewer Cost of Service Analysis Process



Note: For illustrative purposes only. Functions and allocators may change to align with utility operations/services.

To complete the COS analysis, functionalization, allocation, and distribution factors must be developed for the systems as a whole and each customer class.

5.1 – CAPITAL COST ALLOCATIONS

NewGen will functionalize CWA and CSD's capital assets based on the Replace Cost New Less Depreciation (RCNLD). These functional amounts will be determined in a previous task, specifically Task 3.2 (Routine Capital Expenditures) as part of the capital depreciation analysis. A sample capital functionalization from a NewGen model is shown below as Exhibit 7.

Exhibit 7. Water Test Year Capital Cost Allocation (RCNLD)

Allocation of Functionalized Assets (RCNLD)	Test Year	% Allocation
Pumping	$ 39,382,198	*3.3%*
Treatment	24,678,056	*2.1%*
Storage	114,461,700	*9.5%*
Transmission	753,277,776	*62.8%*
Customer Service	-	*0.0%*
Billing	-	*0.0%*
Meter Costs	98,627,884	*8.2%*
Source of Supply	152,230,817	*12.7%*
Replenishment	-	*0.0%*
Backflow	13,327,629	*1.1%*
Conservation	-	*0.0%*
Fire Protection	4,177,768	*0.3%*
Resulting Allocation	**$1,200,163,828**	***100%***

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5.2 – FUNCTIONAL COST ALLOCATIONS

The functional cost allocations developed for operating costs (OPEX) and capital costs (CAPEX) will be based on Test Year revenue requirement data and asset data on a RCNLD basis. NewGen will work with CWA and CSD staff to determine appropriate functional cost allocations tied to operating activities within the Test Year revenue requirement. A sample water functional cost allocation from a recent NewGen report is presented in the table below.

Functionalization of FY 2026 Test Year Expenses

	Allocation of OPEX	Allocation of CAPEX
Pumping	7.4%	3.3%
Treatment	3.3%	2.1%
Storage	3.4%	9.5%
Transmission	15.2%	62.8%
Customer Service	6.8%	0.0%
Billing	8.5%	0.0%
Meter Costs	4.0%	8.2%
Source of Supply	23.6%	12.7%
Replenishment	17.8%	0.0%
Backflow	1.6%	1.1%
Conservation	6.0%	0.0%
Fire Protection	2.4%	0.3%
Total [(1)]	**100.0%**	**100.0%**

(1) Functionalization process to arrive at these allocations found in Appendix B – Functionalization.

5.3 – DEVELOPMENT OF CUSTOMER CLASS UNITS OF SERVICE

Customer class units of service serve as the basis for the allocation of costs to customers based on service characteristics. Based on NewGen's recommendations resulting from Task 4 (Evaluation of Customer Classes), we will develop units of service for each class that align with the industry standard Base/Extra Capacity method (water) and flow/strength method (sewer).

5.4 – ALLOCATION OF COSTS TO CUSTOMER CLASSES

Functional costs are allocated to system demand components on a cost causation basis (i.e., Base, Max Day, Mx Hour, etc.), and customer demands are developed on the same basis. The result is the intersection of cost and demand on system cost causative components, directly assigning appropriate system costs to customer classes. A sample customer cost allocation from a NewGen water rate study is shown in Exhibit 8 below.

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Exhibit 8. Sample Allocation of Costs to Customer Classes (Water COS)

Customer Classification (Retail Only)	Total	Base	Max Day	Max Hour	Customer
Residential	$ 26,931,203	$ 14,786,152	$ 5,465,360	$ 3,491,045	$ 3,188,646
Residential Irrigation	6,797,573	1,065,422	2,180,756	3,336,223	215,171
Non-Residential	9,389,740	7,004,877	1,165,887	950,196	268,780
Non-Residential Irrigation	3,208,648	914,147	1,168,447	1,069,152	56,901
Large Users	5,283,556	3,558,023	1,185,804	538,827	903
Wholesale	5,585,824	3,865,741	1,719,686	-	397
Total Customer Classification (Retail Only)	**$ 57,196,543**	**$ 31,194,361**	**$ 12,885,941**	**$ 9,385,444**	**$ 3,730,797**
	100.0%	*54.5%*	*22.5%*	*16.4%*	*6.5%*

5.5 – DETERMINATION OF REVENUE ADEQUACY

The sum of the cost by causative component by customer class provides the basis for rates by customer class, which may increase or decrease revenues on a class basis. The following exhibit shows the ultimate cost of service allocation to customer classes of a recent NewGen water COSS:

Exhibit 9. Sample Determination of Revenue Adequacy (Water COS)

Revenue Comparison	Cost of Service	Projected Revenues	Variance ($)	Required Rate Change
Residential	$ 26,931,203	$ 33,874,052	$ 6,942,849	-20.5%
Residential Irrigation	6,797,573	4,284,690	(2,512,883)	58.6%
Non-Residential	9,389,740	9,545,275	155,536	-1.6%
Non-Residential Irrigation	3,208,648	2,105,285	(1,103,363)	52.4%
Large Users	5,283,556	3,431,814	(1,851,742)	54.0%
Wholesale	5,585,824	4,377,884	(1,207,939)	27.6%
Total Revenues	**$ 57,196,543**	**$ 57,619,001**	**$ 422,458**	**-0.7%**

In the above example, while system wide revenues are sufficient to meet the system cost of service, it is clear that the Residential class is significantly under collecting at the current rates. To align rates with the cost of service analysis, this utility would likely gradually increase Residential rates at a faster pace than other rate classes as to not create rate shock but move the Residential class towards its allocated cost of service.

TASK DELIVERABLES

- Industry standard COSS based on AWWA M1 methodology.
- Development of Capital Cost Allocations
- Development of Functional Cost Allocations
- Development of Customer Class Units of Service
- Allocations of Costs to Customer Classes
- Demonstration of Revenue Sufficiency by class.

TASK 6 – DESIGN RATES AND CHARGES (WATER AND SEWER COSS)

The results of Task 5 will be the assignment of Test Year costs to the City's water and sewer customers, whether in total (if the City does not determine water customer classes to be desirable) or by class. There are many rate designs that can generate appropriate class revenue – the key to Task 6 is aligning recommended rates with the cost components developed in Task 5.

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CALIFORNIA CONSTITUTION ARTICLE XIII D, SECTION 6 (PROPOSITION 218)

Proposition 218, a portion of which is set out in the California Constitution as Article XIII D, was enacted in 1996 to ensure that public agency utility service rates, fees, and charges are reasonable and proportional to the cost of providing the applicable services. The principal requirements for application of such rates, fees, and charges, as they relate to public water service, are as follows:

- A property-related rate/fee/charge imposed by a public agency on a parcel shall not exceed the costs required to provide the property-related service.
- Revenues derived by the rate/fee/charge shall not be used for any purpose other than that for which it was imposed.
- The amount of the rate/fee/charge imposed upon any parcel shall not exceed the proportional cost of service attributable to the parcel.
- Rates must reflect services immediately available to a fee payer.
- Rates may not fund general governmental services, like police and fire services.

Manual M1 states that water rates and charges should be recovered from types of customers in proportion to the cost of serving those customers. Proposition 218 requires that water rates/fees/charges be reasonable, meaning that the rate-setting methodology must be sound and that there must be a nexus between the costs and the rates charged. NewGen follows industry standard cost of service process rate-setting methodologies set forth by Manual M1, adhering to Proposition 218 requirements when developing tiered water rates to ensure that they do not exceed the proportionate cost of providing the corresponding services.

Specifically, in the San Juan Capistrano case, the court stated that any rates, including tiered rates, must "correspond to the actual cost of providing service at a given level of usage." Furthermore, the court stated:

> *"And, we emphasize, there is nothing at all in [California Constitution Article XIII D, section 6,] subdivision (b)(3) or elsewhere in Proposition 218 that prevents water agencies from passing on the incrementally higher costs of expensive water to incrementally higher users. That would seem like a good idea. But subdivision (b)(3) does require they figure out the true cost of water, not simply draw lines based on water budgets... . Our courts have made it clear they interpret the Constitution to allow tiered pricing; but the voters have made it clear they want it done in a particular way."*

This statement from the court outlines several fundamental principles for a properly conducted rate analysis:

- Rates must be based on the cost of providing water service.
- Tiered pricing is an acceptable methodology under Proposition 218.
- Increasing block rates that pass incrementally higher costs of expensive water onto incrementally higher demand users is an acceptable methodology of proportionately allocating the costs of service under Proposition 218.

While NewGen's COSS methodology should not be considered legal guidance, as it does not offer any assurances of compliance with any other state, federal, or other laws, our approach is informed by the best available legal guidance and strives to match that guidance.

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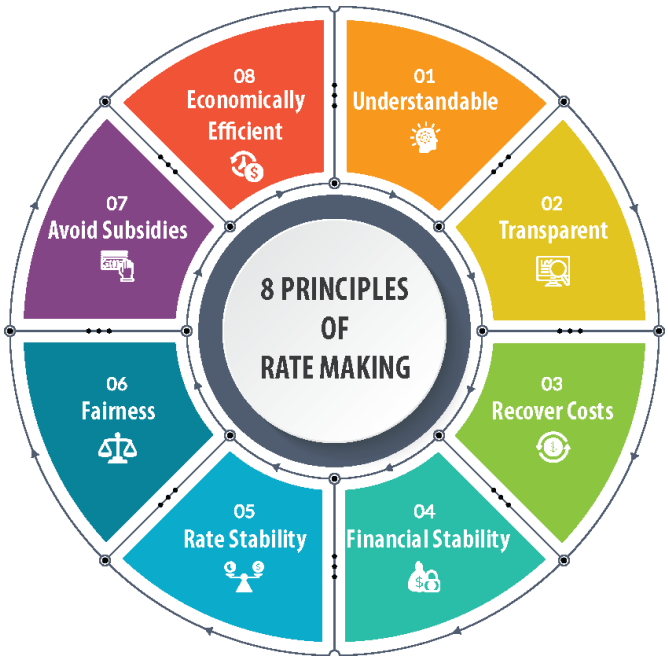
E. UNDERSTANDING OF PROJECT

The City should understand that given the recent California Court of Appeals decision in Coziahr V. Otay Water District (Otay), its practice of having a different sewer rate structure for Residential customers and flat rate structures for Non-Residential customers poses a significant legal risk.

In Otay, the trial court determined that, in the "same flaw" as in Palmdale[2], Otay "discriminated against [SFR] customers" by charging them more for water by tier "than other classes of customers . who are charged a flat rate." The Court of Appeals agreed. While there are many other issues discussed in the Court of Appeals decision and the City's sewer rate structure does not exactly match that of Otay, the key issue is relevant the City given that its rate structure has different charges for Residential and Non-Residential sewer customers.

Our approach to reviewing and evaluating municipal utility rates is governed by the view that the ideal rate structure must endeavor to satisfy eight principles:

1. *Understandable* means that customers must be able to understand how their use of each service impacts their bills.
2. *Transparency* is a prime consideration because rates must be shown to comply with applicable local, state, and federal statutes, particularly Proposition 218.
3. *Recover Costs* recognizes that rates are cost-driven.
4. *Financial Stability* means that the utility must meet all reserve policies and bond covenants while maintaining cash flow.
5. *Rate Stability* means rates should be kept low over time, not merely keep them low for the short term.
6. *Fairness* requires that rates and charges result in no undue discrimination among customers.
7. *Avoid Subsidies* recognizes that while there are justifiable differences in cost allocations, rates should not purposely shift cost burdens between customer classes.
8. *Economically Efficient* refers to the ability of the rate schedule to encourage wise use of the resources.



Some of these criteria are in competition with others, and not all can be achieved to a maximum extent simultaneously. Rate structures must be tailored to community perceptions, realities, and values.

[2] City of Palmdale v. Palmdale Water Dist. (2011) 198 Cal.App.4th 926

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6.1 – EXISTING RATE STRUCTURE EVALUATION

NewGen will evaluate the appropriateness of the current rate structures and opine on the advantages and disadvantages of each. Our evaluation will be informed by the principles discussed previously. No rate structure will perfectly align with the City's various objectives – NewGen will discuss with the City any ranking or priority of rate structure consequences.

6.2 – EXISTING TIER STRUCTURE EVALUATION (WATER COSS)

While each customer will contribute differently to system wide demand at any given time, the City's water tier structure must reflect a reasonable basis to assign costs due to the link between system minimum, average, and maximum (daily and hourly) demands to the costs it incurs to meet those demands. As per Manual M1, "Properly designed increasing block rates recover *class-specific cost of service* while sending a more conservation-oriented price signal to that class." (*Manual M1 at p. 123, emphasis added).* Manual M1 goes on to state further:

> *"Because a system must be constructed to meet maximum-day and maximum-hour demands, system capacity is underutilized during non-peak periods. Moreover, if the system were sized to meet the average demand only, the resource and infrastructure demands could be much smaller. Consequently, an increasing block structure may be designed to recover the cost of constructing and maintaining extra capacity for the peak demands. Because this capacity is underutilized, the per-unit cost of water is higher than for base capacity, which is used year-round. In short, **a block structure can remain consistent with, if not enhance, the relationship of rates to cost of service**" Manual M1 at p. 124, emphasis added.*

NewGen's cost of service methodology detailed will demonstrate tier cutoffs that reflect, as Manual M1 states, a reasonable relationship between each tier and the CWA's system-wide demand profile.

6.3 – PROPOSED RATES

NewGen will develop proposed cost-based rates that align with the cost-of-service analysis for both water and sewer customers and, to the greatest extent possible, align with the City's preferences relative to the evaluation criteria presented earlier in our proposal. The proposed rates will be built from the "ground up" from the cost-of-service allocations. A sample rate design is presented below from a recent NewGen report.

FY 2026 Tiered Rate Calculation

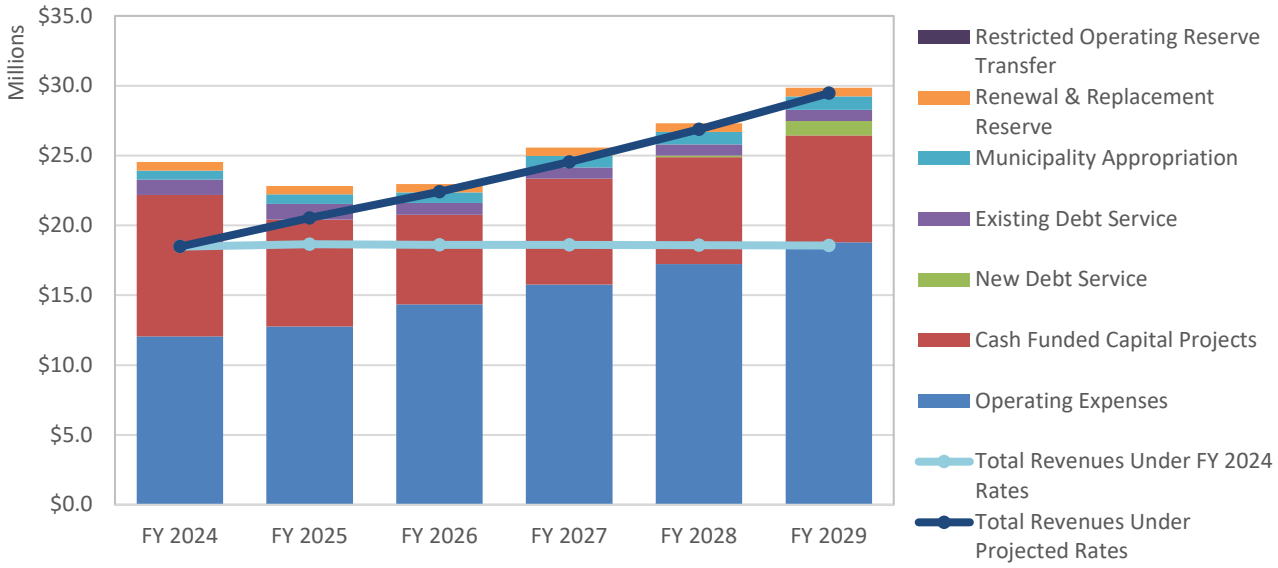
Tier	Base	Max Day	Max Hour	Conservation	COS Rate
Tier 1	$0.89	$0.40	$0.00	$0.00	**$1.29**
Tier 2	$0.89	$0.72	$0.00	$0.00	**$1.61**
Tier 3	$0.89	$1.09	$2.32	$0.58	**$4.88**
Tier 4	$0.89	$1.32	$2.80	$0.70	**$5.72**
Tier 5	$0.89	$2.15	$4.56	$1.14	**$8.73**

6.4 – PROPOSED RATES REVENUE ADEQUACY

NewGen will demonstrate the revenue sufficiency of the proposed water and sewer rates. Because rates will have been developed by allocations of Test Year revenue requirements, they will be sufficient to fund the operating, capital, and reserve requirements of the systems. A sample visualization of this recommendation is provided below in Exhibit 10.

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Exhibit 10. Sample Expense vs. Revenue Forecast at Proposed Rates



As stated preciously, charts like the one above help clearly communicate the need for additional revenues to fund system costs. These charts are embedded in our financial models and update in real time as inputs and assumptions change.

6.5 – TYPICAL BILL COMPARISON

Under each proposed rate scenario, NewGen will compile sample bills for typical customers in each class. A sample bill forecast is shown below.

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Customer Bill Impacts – Alternative #2 (Recommended)

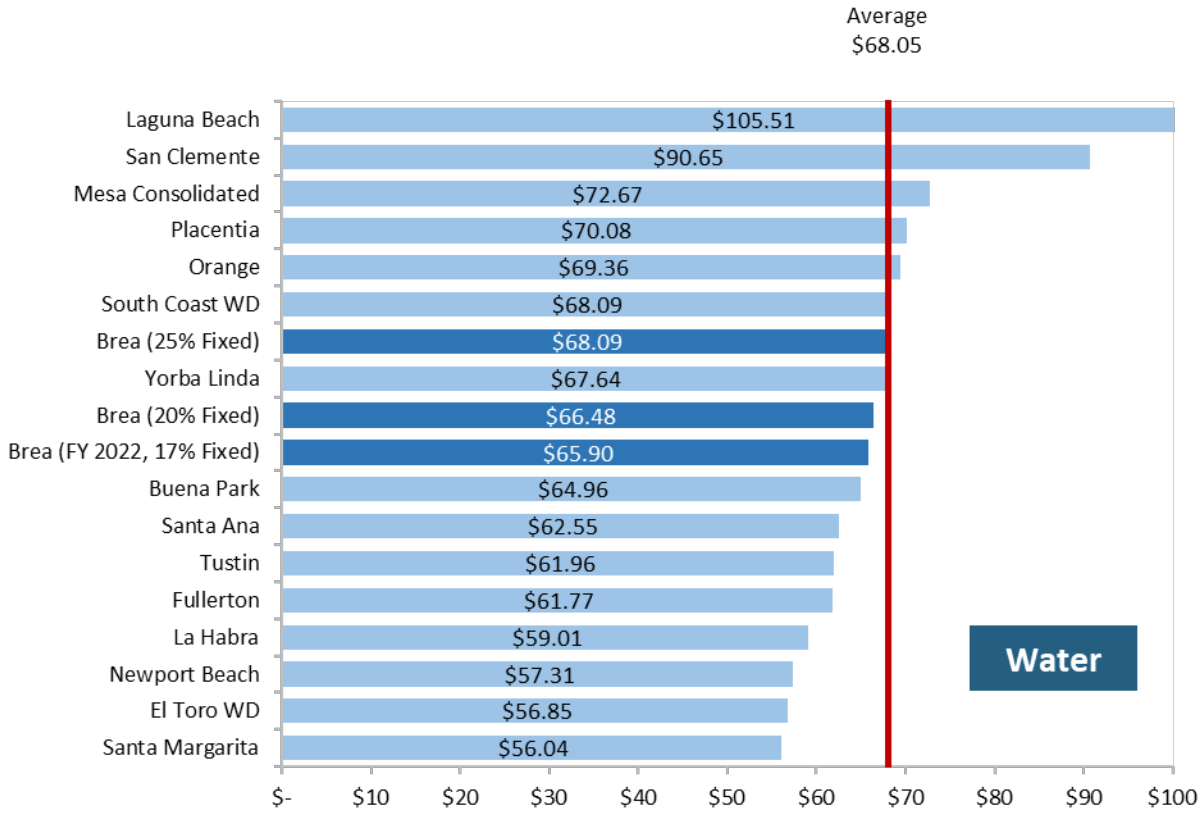
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Residential						
Water Bill	$53.25	$57.09	$59.08	$61.15	$63.29	$65.51
Sewer Bill	$42.80	$53.20	$57.46	$60.90	$63.34	$65.56
Total Bi-Monthly Bill	**$96.05**	**$110.29**	**$116.54**	**$122.06**	**$126.63**	**$131.06**
$ Change		*$14.24*	*$6.25*	*$5.52*	*$4.58*	*$4.43*
% Change		*14.8%*	*5.7%*	*4.7%*	*3.7%*	*3.5%*
Commercial						
Water Bill	$149.25	$193.78	$200.56	$207.58	$214.84	$222.36
Sewer Bill	$35.36	$43.95	$47.47	$50.32	$52.33	$54.16
Total Bi-Monthly Bill	**$184.61**	**$237.73**	**$248.03**	**$257.90**	**$267.17**	**$276.52**
$ Change		*$53.12*	*$10.30*	*$9.87*	*$9.28*	*$9.35*
% Change		*28.8%*	*4.3%*	*4.0%*	*3.6%*	*3.5%*
Industrial						
Water Bill	$209.65	$380.31	$393.62	$407.40	$421.66	$436.41
Sewer Bill	$295.39	$367.17	$396.54	$420.33	$437.15	$452.45
Total Bi-Monthly Bill	**$505.04**	**$747.48**	**$790.16**	**$827.73**	**$858.80**	**$888.86**
$ Change		*$242.44*	*$42.68*	*$37.57*	*$31.07*	*$30.06*
% Change		*48.0%*	*5.7%*	*4.8%*	*3.8%*	*3.5%*

REGIONAL AGENCY BILL AND RATE COMPARISON

NewGen will compare the City's current and proposed water and sewer bill for a typical customer of each to a similar customer in surrounding utilities of similar size. A sample chart representing this comparison is shown below. NewGen provided this information to the City of Brea as part of a water rate study.

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Exhibit 11. Sample Regional Bill Comparison – Brea, CA



TASK DELIVERABLES

- Recommended rates under current and up to four (4) alternative rate structures.
- Comparison of typical the City customer bills compared to local utilities.

TASK 7 – FINANCIAL PLANNNING AND RATE DESIGN COMPUTER MODEL (WATER AND SEWER COSS)

NewGen's models allow for automated model updates and data uploads, linking the forecast model to reports directly out of the City's existing enterprise or accounting systems, allowing the integration of periodic financial reporting, and saving of scenario analysis (i.e., scenario manager). The models are also developed to include a series of manual file updating mechanisms for a series of other data sources. NewGen would review and evaluate the data sources and automation opportunities with the City staff. An illustration of these capabilities is included below.

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Exhibit 12. NewGen Custom Model Data Import Utility

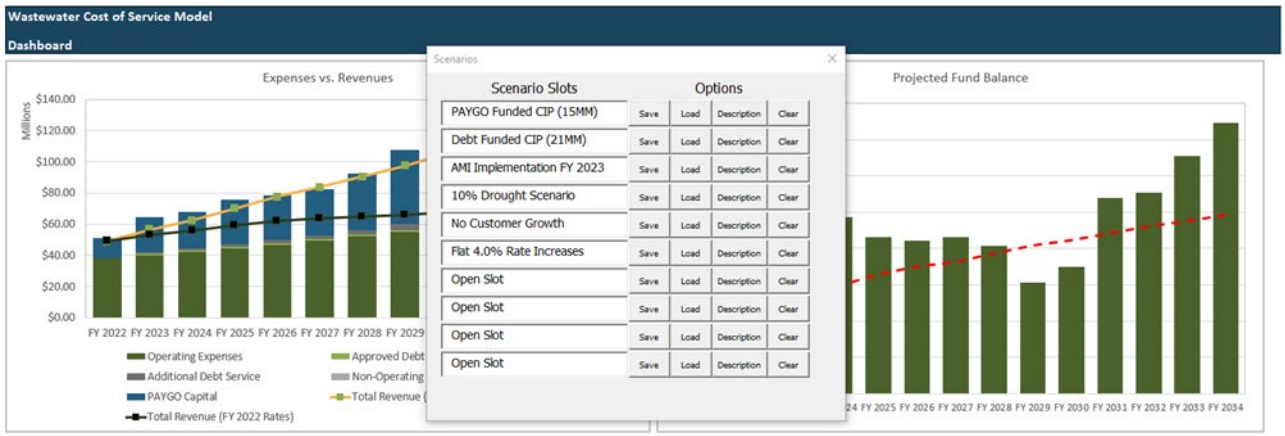
Automated File Import									
Input	Update	Source	Last Updated	Days	File Path to Use	Last Path Used	Last Updated	Check	Source Description
Expense Data	Update	N/A	~~12/14/2021 15:16~~	~~167~~	~~S:\Projects\Springfield, MO Utilities\COS Model Review_CO-ER1957\DA\Client Data\Financial Data 2020\FY2019 Expenses including Fuels – revised.xlsx~~	~~S:\Projects\Springfield, MO Utilities\COS Model Review_CO-ER1957\DA\Client Data\Financial Data 2020\FY2019 Expenses including Fuels – revised.xlsx~~	~~ABESHEAR~~	OK	Database query
Plant in Service	Update	Source	12/14/2021 14:57	167	\\cityutil.com\shared\Secured\RATES\Rates Common\COS\COS 2021\Data Input Files\Plant in Service.xlsx	\\cityutil.com\shared\Secured\RATES\Rates Common\COS\COS 2021\Data Input Files\Plant in Service.xlsx	ABESHEAR	OK	Excel output from PS CU_AM_PLANT_IN_SERVICE2
Accumulated Depreciations	Update	Source	12/14/2021 15:08	167	\\cityutil.com\shared\Secured\RATES\Rates Common\COS\COS 2021\Data Input Files\Accumulated Depreciations.xlsx	\\cityutil.com\shared\Secured\RATES\Rates Common\COS\COS 2021\Data Input Files\Accumulated Depreciations.xlsx	ABESHEAR	OK	Excel output from PS ACCUMULATED_DEPR_NVISION_RPT2
Billing Determinants	Update	Source	5/10/2022 15:58	20	C:\Users\mbernt.NGS\Desktop\Springfield_RD_Electric_v04.xlsm	C:\Users\mbernt.NGS\Desktop\Springfield_RD_Electric_v04.xlsm	mbernt	OK	Output from Rate Design file
Uncollectible Accounts	Update	Source	11/20/2020 10:55	556	S:\Secured\RATES\Rates Common\COS\COS 2021\Data Input Files\Net Write-offs by Rate ID.xlsx	S:\Secured\RATES\Rates Common\COS\COS 2020\NewGen Data Input Files\FY19 Net Write-off by Rate ID.xlsx	ABESHEAR	OK	From BI Report currenlly named "Rates-Adjustment Report" in the "Rates Dept. Billing Errors" folder. Requested move to the "Rates and Fuels" folder and rename the report "Write-off
Rate Description	Update	Source	11/24/2020 15:16	552	S:\Secured\RATES\Rates Common\COS\COS 2020\Data Input Files\Rate Description.xlsx	S:\Secured\RATES\Rates Common\COS\COS 2020\Data Input Files\Rate Description.xlsx	RMCCORMI	OK	Spreadsheet in Data Input folder
Transformers	Update	Source	6/23/2020 9:29	706	S:\Secured\RATES\Rates Common\COS\COS 2020\NewGen Data Input Files\CU_AM_NBV_ASSET_CLASS_METERS.xlsx	S:\Projects\Springfield, MO Utilities\COS Model Review_CO-ER1957\DA\Client Data\Plant Data 2020\GIS and Asset Management Data\CU_AM_NBV_BY_ASSET_CLASS.xlsx	naccardo	FY2019 Data - Ok	Haley
A&G Expenses	Update	N/A	~~12/7/2020 15:37~~	~~539~~	~~S:\Secured\RATES\Rates Common\COS\COS 2020\NewGen Data Input Files\FY19 A&G charges before allocations.xlsx~~	~~S:\Secured\RATES\Rates Common\COS\COS 2020\NewGen Data Input Files\FY19 A&G charges before allocations.xlsx~~	~~RMCCORMI~~	OK	Database query
Actual Revenues	Update	Source	2/17/2022 10:54	102	S:\Secured\RATES\Rates Common\COS\COS 2021\Data Input Files\Actual Revenues.xlsx	S:\Secured\RATES\Rates Common\COS\COS 2021\Data Input Files\Actual Revenues.xlsx	ABESHEAR	OK	BudXXXXAct file, Actuals tab be sure to check totals column formulas

The model scenario manager allows for multiple versions of all assumptions to be saved and reloaded in real time to create scenarios which can be recovered instantaneously. Examples of assumptions that can be saved and reloaded in this manner to create scenarios include items such as:

- Inflation rates
- O&M cost escalation
- Customer growth rates by rate class
- Debt issuance terms
- Capital project timing
- Capital financing plan
- Water usage by rate class
- Addition and/or removal of customers by class
- Rate changes by month and rate class
- Fund balance reserve policies

Additional entries are included in the model that allow the City to choose further customized assumptions that can be saved. Saved scenarios can be reloaded at any time. An example of the Scenario Manager input window is shown below.

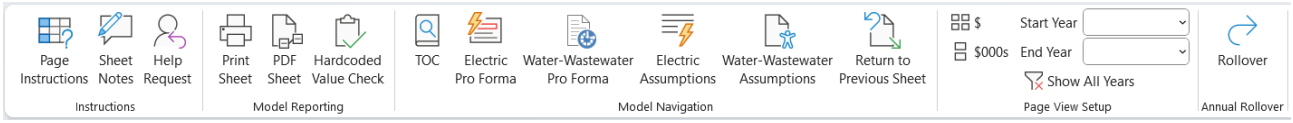
Exhibit 13. NewGen Custom Scenario Manager



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The Financial Planning model includes embedded instructions and guidance that can be accessed within the model's customized menus. NewGen's custom ribbon provides functionality and instructions, in addition to pop-up windows with additional capability to drill down into specific areas for instructions as shown below.

Exhibit 14. NewGen Custom Model Ribbon



NewGen's model also includes integrated error and data validity checking. The integrated error checking includes the ability for update notifications, user updates logs, and version control.

7.2 – CONDUCT TRAINING SESSION

NewGen will conduct a one-day training session to train City staff on the use, modification, and update of the financial models. This meeting will train staff to use the model to re-run scenarios, change assumptions, re-configure analysis to drive additional revenues, and other key items to ensure that staff has the knowledge and experience to make full use of NewGen's model.

7.3 – USER MANUAL

NewGen will deliver to the City user manuals for both the water and sewer COS models. While the models will contain embedded instructions, the user manual will focus on the navigation and manipulation of key model tabs. The user manual will include snapshots of model components and pop-up windows.

TASK 8 – DELIVERABLES (WATER AND SEWER COSS)

NewGen will develop the following deliverables for each COSS:

1. Draft Report – This report will be provided to City staff for review and comment. It will then be discussed at a meeting of the City Council.
2. Final Draft Report – After comments provided by the City Council, NewGen will update the draft report and bring it back in front of the Council for final approval of mailing Proposition 218 notices.
3. Calculation Book – NewGen's financial model, as described previously, will contain all the calculations made to arrive at our recommended rates. The model contains no hidden cells or formulae that would obscure the rate setting process. Users will be able to trace each Test Year dollar to the corresponding rate that collects that dollar.
4. Computer Model – As discussed previously, NewGen will deliver to the City a computer model or models setting forth the data and calculations used to complete the study. The model will become the property of the City for the purposes of running additional scenarios and updating data as it becomes available.
5. User Manual – NewGen will compile a user manual for the financial model or models developed during the study. As NewGen's models include embedded instructions on each model tab, the User Manual will be focused on how to navigate NewGen's model and use the various custom forecasting tools.

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TASK 9 – MEETINGS AND PRESENTATIONS (WATER AND SEWER COSS)

NewGen will attend meetings at the request of the City throught the study. Our scope of work includes the following meetings:

1. Meeting 1 – In-person Project Kickoff meeting (see Task 1.3).
2. Meeting 2 – A virtual meeting with City staff to discuss the 25% complete status of the studies.
3. Meeting 3 – An in-person meeting with City staff to discuss the 50% complete status of the studies.
4. Meeting 4 – After the delivery of the draft reports, NewGen will hold a virtual meeting with City staff to discuss the proposed rates, project methodologies, and timing of public meetings.
5. Meeting 5 – An in-person meeting with the City Council to discuss the draft reports.
6. Meeting 6 – An in-person meeting with the City Council to discuss the final reports.
7. Meeting 7 – An additional in-person or virtual meeting at any point in the study.

TASK 10 – ADDITIONAL RATE STUDY SERVICES (WATER AND SEWER COSS, AS NEEDED)

NewGen's project team will be available for additional services related to each COSS including coordination with the City attorney and the City's Communication Department. NewGen's scope of work includes an assumption of additional effort related to:

1. An additional water and sewer financing plan.
2. One additional in-person meeting beyond what is stated in Task 9.
3. Support in developing the City's Proposition 218 notices.
4. Support in responding to any challenges received during the Proposition 218 process.

NEWGEN'S QA/QC PROCESSES

NewGen recognizes that the quality of our analysis and work product is of paramount importance. To serve as a trusted advisor to our clients, it is critical that our work be of the highest caliber. Mistakes challenge our credibility with colleagues and clients and can lead to serious negative consequences. Given this, each engagement must be conducted under strict quality assurance/quality control (QA/QC) procedures. NewGen's internal QA/QC program involves three key levels of review for every project:



LEVEL 1 – PERSONAL

At the first level of our QA/QC program, every consultant is personally responsible for their work product. Any product developed internally should be considered "client-ready" prior to being submitted to higher levels of management for review. To assist consultants in ensuring that their work product meets these standards, NewGen has developed and utilizes a "CHECK-UP" process, as demonstrated by the graphic to the right. Utilizing this as an acronym, NewGen encourages its consultants to apply each of these standards to every analysis conducted or work product prepared.

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E. UNDERSTANDING OF PROJECT

LEVEL 2 – PEER

The second level of our QA/QC process involves a peer review of all analysis and work product. As part of this process, NewGen has designated experts in each subject matter area to serve as "qualified reviewers." Each analysis or work product is reviewed and approved by a qualified reviewer prior to further transmission to a client.

LEVEL 3 – PRODUCT

The final level of review in our QA/QC process seeks to ensure that the product we develop and publish is reflective of the high standards of our Firm. Each deliverable is reviewed by our administrative staff to ensure it meets the quality standards of a NewGen product, regardless of the individual or office that produced the product. Additionally, integrated and embedded in the product is a QA/QC process which automatically checks calculations and formulas that ensure the model is operating properly and concisely. This process notifies users if the model was updated or if any errors are present.

CALCULATIONS
- Affirm internal checks are in place and not producing errors.
- Review model formula links and named ranges. Remove links to files that should not be included and remove unused named ranges.
- Print out and spot check final drafts to ensure accuracy.

HOLISTIC
- Have you gotten out of the details and looked at the big picture?
- Look for changes in prior drafts. Do the changes in the model make sense?
- Compare model data with other sources of available information to ensure accuracy. Do our results make sense?

ENGLISH
- Proper grammar
- Spell check

COMPOSITION
- How does your product look?
- Is it formatted correctly?
- Is it organized and easy to follow? Remove unused data and side calculations.

KNOWLEDGE
- Does it reflect industry standards and represent a quality product?

UNDERLYING ASSUMPTIONS AND NOTES
- Clearly document and affirm assumptions.
- Include notes/methodology description in analysis if calculations are complicated. This will help to explain why and how these calculations were done for future reference.

PRINT READY
- Make sure document is print ready.

IMPLEMENTATION

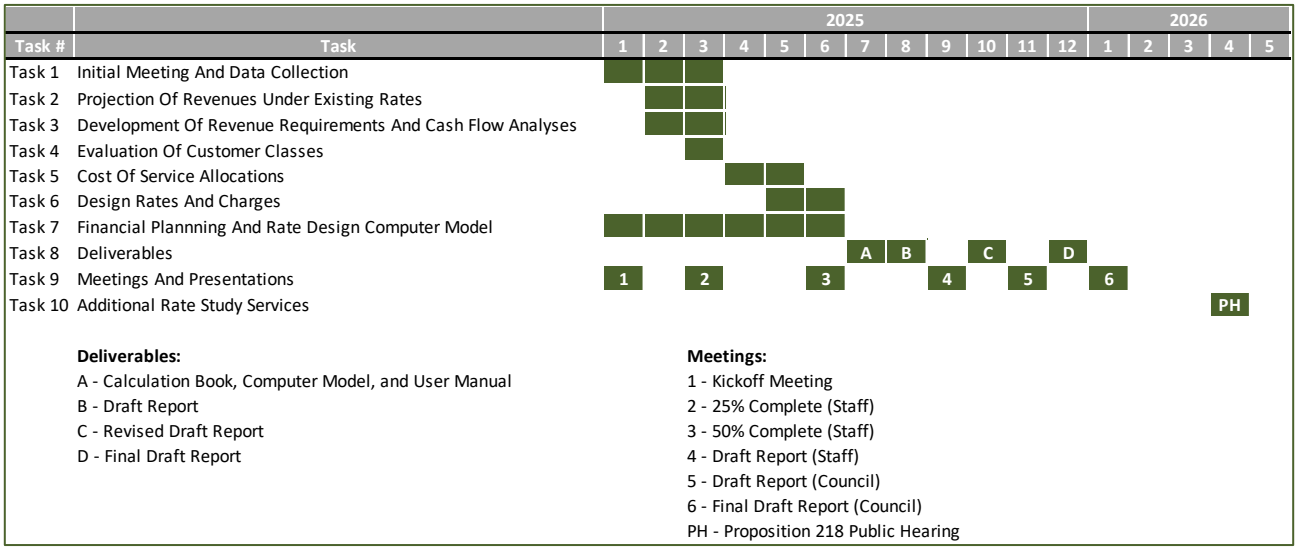
NewGen conducts annual training for employees on the QA/QC process. This includes in-person, multi-day workshops on project management and the proper application of the QA/QC procedures. Furthermore, each employee's annual performance review has an entire section devoted to work quality and assesses the employee's application of the above outlined process.

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PROJECT SCHEDULE

NewGen's proposed project schedule is below.

Exhibit 15. Proposed Project Schedule



The above schedule includes several key assumptions:

1. Notice to proceed on or before January 1, 2025.
2. Approval of Proposition 218 notice in January 2026.
3. Mailing of Proposition 218 notices in February 2026, beginning the required 45-day notice period.
4. Proposition 218 required Public Hearing in April 2026, at which rates are adopted.
5. Study recommended FY 2027 rates effective July 1, 2026.

PROPOSED SUBCONTRACTING ARRANGEMENTS

Upon review of the City's Request for Proposals, NewGen affirms that no subconsultants will be needed in order to complete the requested work.

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F.
REFERENCES

Our proposal includes references for projects in California that involve adherence to Proposition 218 and the unique circumstances of California water utilities. These projects demonstrate our firm's capability to develop detailed, cost-based rates supported by sophisticated data analysis.

COACHELLA VALLEY WATER DISTRICT, CA – DOMESTIC WATER COST OF SERVICE STUDY (2021 – 2024)

REFERENCE: David Lacy | Finance Manager | 760.398.2661 x 2304 | dlacy@cvwd.org
ADDRESS: 51501 Tyler Street, Coachella, CA 92236



Coachella Valley Water District (CVWD) is a special district established by the state legislature. CVWD was formed in 1918 to protect and conserve local water sources. Since then, the District has grown into a multifaceted agency that delivers irrigation and domestic (drinking) water, collects, and recycles wastewater, provides regional storm water protection, replenishes the groundwater basin, and promotes water conservation.

The District uses a budget-based increasing tier rate structure for its consumption charges. Each customer has an individualized "water budget." While some agencies may characterize water budgets as a means to encourage conservation or efficiency, the true purpose of a water budget is to align individual customer water demands with the District's total cost to develop incremental water supply and distribution over long timespans.

The overall goals of the Domestic Water Study were focused on developing a financial plan and proposed rate structure that: meet the District's financial, operational, and capital needs in a manner that equitably distributes costs and maintains the affordability of potable water service. Specific goals include:

- Develop a rate structure in line with California Proposition 218.
- Set rates such that operating cash flows would remain positive for all fiscal years. This goal intends to avoid the creation of a structural operating deficit within the utility.
- Set rates such that the Domestic fund reserves can be maintained at the targeted level while providing funding for necessary capital projects.
- Utilize unrestricted reserves above the reserve policy target to fund capital projects in order to minimize rate increases.
- Calculate rates that follow industry best practices and cost of service principles.

NewGen's work with CVWD was completed in 2024 at which time the District unanimously adopted NewGen's recommended rates.

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CITY OF BREA, CA – WATER AND SEWER RATE AND IMPACT FEE STUDY (2021 – 2023)

REFERENCE: Faith Madrazo. | Financial Services Manager | 714.671.4486 | faithm@cityofbrea.net
ADDRESS: 1 Civic Center Circle, Brea, CA 92821



Brea imports 100% of its water from two major water suppliers, Metropolitan Water District and Cal Domestic. Both suppliers have increased their rates consistently over that past several years. In addition, the City is required to expend capital for essential maintenance and improvements to the Brea water system. The City of Brea selected NewGen after a competitive procurement to perform a water and sewer rate and impact fee study with the following objectives:

- Develop a five-year rate forecast for the water and sewer enterprise funds.
- Develop cost-based impact fees for the water and sewer systems.
- Calculate drought rates based on historical demand impacts of various drought restrictions.
- Determine an appropriate fixed cost recovery mechanism related to multi-family and master-meter customers.
- Evaluate the costs incurred by the water and sewer enterprises on the City itself, and the services required by the City of the water and sewer enterprises. Incorporate these additional expenses and revenues into the City's water and sewer rates.
- Conduct Council work sessions and public outreach meetings throughout the study to solicit input from City stakeholders.

NewGen's water and sewer rate and impact fee recommendations were all approved by Council vote.

SAN DIEGO COUNTY WATER AUTHORITY, CA – WATER COST OF SERVICE EXPERT WITNESS ANALYSIS AND TESTIMONY (2016-ONGOING)

REFERENCE: Amy Chen. | Director of MWD Program | 213 628 1244 | achen@sdcwa.org
ADDRESS: 4677 Overland Avenue, San Diego, CA 90012



Over a multi-year period, NewGen, has provided various financial and technical analyses to this large wholesale water agency in a very significant dispute with the Metropolitan Water District of Southern California ("MWD") over the pricing of potable water and the pricing of wheeling services for SWP water moved through MWD's system on behalf of the San Diego County Water Authority (SDCWA). Among the key analysis / investigation topics for NewGen were:

- Compliance of MWD with water industry standards set forth in AWWA's Manual M1 for developing revenue requirements and allocating costs to functions / services.
- MWD's derivation of its various rates and fees – tracing adopted rates to source documents and through cost of service allocations.
- Reverse engineering of MWD's financial model.
- Documentation of MWD's cost of service methodology.
- Compliance with Prop 26 as to inclusion of certain categories of costs or programs in MWD's rates / taxes.
- Review and analysis of various reports and documents on behalf of SDCWA.
- Preparation of interrogatories, and support for depositions.

Our work on this series of related legal actions is ongoing.

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G. DISCLOSURE OF CLAIMS / LAWSUITS

All affirmations below are true and correct at the time of proposal submission.

I. LAWSUITS

NewGen affirms that no lawsuits against our firm which concern breach of contract, professional negligence, errors and omissions, malpractice, improper practices, or ethics violations have been filed in court or arbitration arising out of our services in the past five years.

II. CLAIMS

NewGen affirms that our firm has not made any claim against a public agency which concerns work performed by our firm pursuant to a contract or payment for a contract and filed that claim in court or arbitration in the past five years.

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H. COST PROPOSAL

NOT-TO-EXCEED COST

Our not-to-exceed cost proposal for the scope of work specified by the City's RFP is **$192,120**, comprised of the following:

1. Comprehensive Water Rate Study: **$113,615.**
2. Comprehensive Sewer Rate Study: **$78,505**.

BASIS OF NOT-TO-EXCEED COST

We develop our cost proposals by determining the number of hours of effort that will be required by each of our proposed project staff on a task-by-task basis and multiplying this number by each staff member's hourly rate. To this estimate of professional fees, we add estimated out-of-pocket at actual cost, with no profit or overhead added to out-of-pocket expenses. Any discounts received (car rentals, hotels, etc.) are passed through to the client.

We have provided a rate sheet below that shows the hourly rates that would apply to any ad hoc or out of scope services related to the COSS and rate setting process. NewGen does not charge any fees for equipment or special services. The following rates would apply as after-hour rates with no markup. NewGen does not charge ancillary fees for things such as printing, technology, conference call services, or other such items.

Exhibit 16. Table of Hourly Rates

Employee	Position	Hourly Rate
Callocchia	Partner / Project Manager	$300
Cambell	Managing Director - Water	$365
Wright	Senior Manager	$250
Carnes	Manager	$200
Oates	Senior Consultant	$190
Robinson	Consultant	$170
Various	Administrative Support	$140

The following pages provide detailed breakdowns of both the water and sewer studies.

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H. COST PROPOSAL

Exhibit 17. Comprehensive Water Rate Study Budget

Comprehensive Water Rate Study		Callocchia	Campbell	Wright	Carnes	Oates	Robinson	Admin	Hours	Professional Fees	Out-of-Pocket Expenses	Total
Task		$300	$365	$250	$200	$190	$170	$140				
Task 1	Initial Meeting And Data Collection	8	8	4	8	4	4	-	36	$ 9,360	$ 2,250	$ 11,610
Task 2	Projection Of Revenues Under Existing Rates	4	2	-	4	12	12	-	34	$ 7,050	$ -	$ 7,050
Task 3	Development Of Revenue Requirements And Cash Flow Analyses	6	3	18	6	18	18	-	69	$ 15,075	$ -	$ 15,075
Task 4	Evaluation Of Customer Classes	4	2	-	4	6	6	-	22	$ 4,890	$ -	$ 4,890
Task 5	Cost Of Service Allocations	6	3	-	6	18	12	-	45	$ 9,555	$ -	$ 9,555
Task 6	Design Rates And Charges	6	3	-	6	12	12	-	39	$ 8,415	$ -	$ 8,415
Task 7	Financial Plannning And Rate Design Computer Model	4	2	8	6	12	12	-	44	$ 9,450	$ -	$ 9,450
Task 8	Deliverables	12	12	6	12	18	18	9	87	$ 19,620	$ -	$ 19,620
Task 9	Meetings And Presentations	12	4	6	12	12	12	6	64	$ 14,120	$ 3,750	$ 17,870
Task 10	Additional Rate Study Services	8	2	2	6	6	6	6	36	$ 7,830	$ 2,250	$ 10,080
	Labor Hours	120	68	72	120	192	184	36	476			
								Subtotal		$105,365	$ 8,250	
								Total Not-To-Exceed Cost				$113,615

Out of pocket expenses assume total costs of $1,500 per person per trip and eleven person-trips, assigned 50/50 to the water and sewer studies:

1. Task 9, Meeting 1: Kickoff meeting with three key NewGen personnel (Callocchia, Campbell, Carnes).
2. Task 9, Meeting 3: Key NewGen personnel (Callocchia, Campbell, Carnes) will discuss the study's 50% completion milestone.
3. Task 9, Meeting 5: A meeting with City Council at which Mr. Callocchia will discuss the study's draft report.
4. Task 9, Meeting 6: A meeting with City Council at which Mr. Callocchia will discuss the study's final report.
5. An additional in-person meeting with key NewGen personnel (Callocchia, Campbell, Carnes) assumed as a part of Task 10, Additional Services.

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Exhibit 18. Comprehensive Sewer Rate Study Budget

Comprehensive Sewer Rate Study		Callocchia	Campbell	Wright	Carnes	Oates	Robinson	Admin	Hours	Professional Fees	Out-of-Pocket Expenses	Total
Task		$300	$365	$250	$200	$190	$170	$140				
Task 1	Initial Meeting And Data Collection	8	8	4	8	4	4	-	36	$ 9,360	$ 2,250	$ 11,610
Task 2	Projection Of Revenues Under Existing Rates	4	2	-	4	12	12	-	34	$ 7,050	$ -	$ 7,050
Task 3	Development Of Revenue Requirements And Cash Flow Analyses	2	1	6	2	6	6	-	69	$ 5,025	$ -	$ 5,025
Task 4	Evaluation Of Customer Classes	4	2	-	4	6	6	-	22	$ 4,890	$ -	$ 4,890
Task 5	Cost Of Service Allocations	2	1	-	2	6	4	-	45	$ 3,185	$ -	$ 3,185
Task 6	Design Rates And Charges	2	1	-	2	4	4	-	39	$ 2,805	$ -	$ 2,805
Task 7	Financial Plannning And Rate Design Computer Model	4	2	8	6	12	12	-	44	$ 9,450	$ -	$ 9,450
Task 8	Deliverables	4	4	2	4	6	6	3	87	$ 6,540	$ -	$ 6,540
Task 9	Meetings And Presentations	12	4	6	12	12	12	6	64	$ 14,120	$ 3,750	$ 17,870
Task 10	Additional Rate Study Services	8	2	2	6	6	6	6	36	$ 7,830	$ 2,250	$ 10,080
	Labor Hours	120	68	72	120	192	184	36	476			
								Subtotal		$ 70,255	$ 8,250	
								Total Not-To-Exceed Cost				$ 78,505

Out of pocket expenses assume total costs of $1,500 per person per trip and eleven person-trips, assigned 50/50 to the water and sewer studies:

1. Task 9, Meeting 1: Kickoff meeting with three key NewGen personnel (Callocchia, Campbell, Carnes).
2. Task 9, Meeting 3: Key NewGen personnel (Callocchia, Campbell, Carnes) will discuss the study's 50% completion milestone.
3. Task 9, Meeting 5: A meeting with City Council at which Mr. Callocchia will discuss the study's draft report.
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I. NO DEVIATIONS FROM THE RFP

In submitting a proposal in response to the City's RFP, NewGen certifies that we take no exceptions to the RFP, including, but not limited to the "Professional Services Agreement" attached to the RFP as Attachment 1.

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NewGen Strategies & Solutions



APPENDIX A: RESUMES OF KEY PERSONNEL

REQUEST FOR PROPOSALS

COMPREHENSIVE WATER AND WA[Page 499]VATER RATE STUDY

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ERIC CALLOCCHIA

Partner & Deputy Managing Director – Client Relations & Services

CONTACT

900 Bestgate Rd., Ste. 402
Annapolis, MD 21401
ecallocchia@newgenstrategies.net
www.newgenstrategies.net

EDUCATION

Bachelor of Arts in Economics and Mathematics, Johns Hopkins University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS/COMMITTEES

American Water Works Association – Active member of the AWWA Rates and Charges Committee and Cost of Service Subcommittee

KEY EXPERTISE

Cash Flow Sensitivity Analysis

Econometrics

Economic Impact Analysis

Financial Modeling

Public Finance

Utility Management

Utility Rate and Fee Design

Water and Wastewater Cost of Service Analyses

Mr. Eric Callocchia has 13 years of utility cost of service and financial consulting experience. His expertise involves a broad range of industry issues, including revenue stability, customer affordability, cost of service rate making, and public engagement and education. His expertise in utility cost of service is rooted in his exceptional analytic skills and broad experience, which ensure that the recommendations he develops are understandable and withstand legal scrutiny.

Mr. Callocchia is a contributing author to the most recent edition of the Water Environment Federation's Manual of Practice 27 – Financing and Charges for Wastewater Systems. He is an active member of the American Water Works Association (AWWA) Rates and Charges Committee and a contributing author to the upcoming eighth edition of AWWA's Manual M1 – Principles of Water Rates, Fees, and Charges.

RELEVANT EXPERIENCE

Water/Sewer/Stormwater Rate Studies

Mr. Callocchia provides water, wastewater, and stormwater industry expertise and policy guidance to NewGen's clients. His rate study approach involves the development of customized financial models that focus on the policy issues, cash needs, revenue requirements, and key performance indicators of each client. His models equip clients with the necessary information to make critical capital financing decisions and rate adjustments to finance their system's operation, asset maintenance, and replacement needs while maintaining fund balance policies based on industry best practices. The models also have the capability of scenario analysis and can be incorporated with operating and capital expense and revenue projects. Mr. Callocchia develops and recommends alternative rate structures and assists with implementing phased-in rate plans that address client issues and maintain the financial health of utility funds. Mr. Callocchia also provides expert guidance on managing water, sewer, and stormwater utilities, including developing policies and procedures related to customer service, organizational communication, and public outreach.

Clients that Mr. Callocchia has provided these services include:

- Albemarle County, VA
- Anne Arundel County, MD
- Bloomington and Normal Water Reclamation District, IL
- City of Annapolis, MD
- City of Brea, CA
- City of Charlottesville, VA
- City of Concord, CA
- City of Dover, DE
- City of Falls Church, VA
- City of Frederick, MD
- City of Fredericksburg, VA
- City of Hagerstown, MD
- City of Hampton, VA
- City of Naperville, IL
- City of North Kingstown, RI
- City of Park Ridge, IL
- City of Portsmouth, VA
- City of Prospect Heights, IL
- City of Richmond, VA
- City of Rockville, MD

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ERIC CALLOCCHIA

Partner & Deputy Managing Director – Client Relations & Services

Water/Sewer/Stormwater Rate Studies (cont.)

- City of Salisbury, MD
- City of Westminster, MD
- Coachella Valley Water District, CA
- Delaware County Regional Water Quality Control Authority (DELCROA), PA
- Frederick County, MD
- Jericho Water District, NY
- Jurupa Community Services District, CA
- King George County Service Authority, VA
- Loudoun Water, VA
- Rivanna Water and Sewer Authority, VA
- Somerset County Sanitary District, MD
- Town of Barnstable, MA
- Town of Colonial Beach, VA
- Township of East Brunswick, NJ
- Town of Elkton, MD
- Town of Fairfield WPCA, CT
- Town of Herndon, VA
- Town of Lovettsville, VA
- Town of Middleburg, VA
- Town of Pound, VA
- Town of Purcellville, VA
- Town of Wallingford, CT
- Town of Vienna, VA
- Village of Addison, IL
- Village of Fox Lake, IL
- Village of Libertyville, IL
- Village of Lindenhurst, IL
- Village of Lombard, IL
- Village of Orland Park, IL
- Village of Westchester, IL
- Washington Suburban Sanitary Commission, MD
- Wise County Public Service Authority, VA

Stormwater Feasibility and Fee Studies

Libertyville, IL

In 2019, the Village engaged NewGen to complete a feasibility study to project the costs of implementing a Master Stormwater Management Plan (MSM) and to determine the appropriate methodology to charge Village citizens the fees for the MSM-planned projects. The Village also tasked NewGen with developing credit policies and manuals, appeal procedures, and an appropriate Stormwater Ordinance. Mr. Callocchia developed a financial model that projected the twenty-year cost of the Village's MSM and the various impervious area-based cost allocation methods the Village could adopt as a funding mechanism. Mr. Callocchia's feasibility study allowed Village staff and elected officials to evaluate the various stormwater funding alternatives and implement industry best practices for the administration of its stormwater management program. Mr. Callocchia finalized the impervious area and utility billing databases. He also coordinated with Village staff to develop an interactive online fee lookup tool that allowed Village citizens to see their potential stormwater fee before it became effective. Mr. Callocchia also worked with Village staff to conduct two Town Hall-style public information sessions before the fee became effective.

Westminster, MD

The City of Westminster serves as the County Seat. It is in the center of Carroll County, conveniently located near Maryland's largest cities, two state capitals, Annapolis and Harrisburg, and the nation's Capital. The City had historically faced challenges when funding stormwater operations and capital costs. In the past, the City had not accounted in a detailed fashion for the actual stormwater management costs, with most of the costs absorbed by the City's streets and road maintenance accounted for in the General Fund. The City engaged NewGen in 2019 to complete a feasibility study with several tasks:

- Identify and isolate the actual cost of stormwater maintenance.

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- Develop and recommend a ten-year stormwater CIP given the City's asset listing and future stormwater needs.
- Recommend policies regarding stormwater fees and credits.
- Engage in a public information campaign to educate the City's citizens on the need for additional resources for stormwater management.
- Assist in implementing a Stormwater Utility that properly accounts for the City's stormwater costs.

Mr. Callocchia developed a financial model detailing the City's stormwater costs and helped the City implement a stormwater fee tied to the account information of City sewer users.

Frederick County, MD

Frederick County, Maryland, was anticipating the issuance of a Municipal Separate Storm Sewer System (MS4) Permit from the Maryland Department of the Environment (MDE) that would place a particular cost burden on the County's 48,000 stormwater fee payers. Mr. Callocchia developed a financial model that determined the Maximum Extent Practicable (MEP) level the County could reasonably fund, given current funding levels, median household income, and the County's procurement limitations. Mr. Callocchia's financial model allowed for a sensitivity analysis to determine the possible increase in funding given several factors. The County used Mr. Callocchia's analysis to appeal the permit requirements and reduce the financial impact on the County's customers by reducing the mandated spending related to the permit and lengthening the required implementation timeframe.

Geneva, IL

The City of Geneva was actively involved in developing the Kane County Stormwater Management Ordinance in 1998. Geneva became a "certified community" in 2001 by adopting the final version of the City's stormwater ordinance. The Lake County Stormwater Management Commission provided a template that was the basis of the City's Stormwater Management Program Plan (SMPP). The plan aimed to meet the minimum standards required by the U.S. Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System (NPDES) Phase II program.

Mr. Callocchia led a team that conducted a financial analysis as a part of a Citywide Watershed Study. The City supported the drainage and stormwater-related costs through its General Fund. His role in the Watershed Study was to support and participate in the initial City staff meeting to establish a City Vision document. Mr. Callocchia also identified current grants and funding sources and developed funding strategies to facilitate the City's Public Works Department's capital and operational needs related to their drainage infrastructure responsibilities. He recommended funding gap strategies associated with an annual program and budget. Mr. Callocchia also participated in and supported a City Council strategic planning workshop on the topic related to the Citywide Stormwater Report and financial perspectives.

Water and Sewer Revenue Bond Feasibility Study

Mr. Callocchia developed a water and sewer rate model for the City of Annapolis, Maryland that projected various debt scenarios, including bond coverage calculations and cash-on-hand target projections. The City was able to generate ratings of AA-, Aa3, and AA- from the three major rating agencies and issue revenue bonds totaling $30,755,000 on schedule, thanks to the feasibility report generated by Mr. Callocchia's team.

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ERIC CALLOCCHIA

Partner & Deputy Managing Director – Client Relations & Services

Litigation Support

Utility Billing Dispute

Silgan Plastics is the leading manufacturer of metal containers in North America and Europe and the largest manufacturer of metal food containers in North America, with a volume of approximately half the market share in the United States of America. They are also a leading worldwide manufacturer of metal, composite, and plastic closures for food and beverage products. Mr. Callocchia led a team to evaluate the utility rate charges for a selection of Silgan's manufacturing plants and assisted Silgan in settling rate disputes with local utility providers. Mr. Callocchia's detailed evaluations and expert analysis resulted in a settlement agreement for more than $500,000 above the amount offered to Silgan before Mr. Callocchia's involvement.

Water Rate Litigation

The San Diego County Water Authority (SDCWA) and The Metropolitan Water District of California (MWD) were engaged in litigation regarding the water rates charged to SDCWA by MWD. Mr. Callocchia developed a report on MWD's rate-setting methodology and how it relates to the principles and industry standard practices detailed in the American Water Works Association (AWWA) Manual M1 - Principles of Water Rates, Fees, and Charges. Mr. Callocchia's evaluation assisted SDCWA in showing the illegality of MWD's rates based on their non-conformity to AWWA standards and California Law (Proposition 26). Mr. Callocchia's work involved cost-of-service analysis and knowledgeable explanation of industry standards to the Superior Courts of California. After Mr. Callocchia's report, a judge ruled in favor of the Water Authority, saying MWD's rates for 2011-2014 were illegal and awarded SDCWA $235 million. Upon appeal, the appellate court ruled in favor of MWD on one of twelve issues. The California Supreme Court denied a petition by SDCWA to review the appellate court ruling. The results of the dispute in which Mr. Callocchia was involved as an expert were:

- MWD must pay the Water Authority approximately $51 million for the so-called "Water Stewardship" charges that MWD added to the transportation rates it charged the Water Authority from 2011-2014. The decision prevents MWD from imposing more than $20 million in illegal charges annually in the future. By 2047, those unlawful charges would have amounted to approximately $1.1 billion.
- MWD unlawfully under-calculated the Water Authority's statutory water rights to MWD's water supply.
- A contract clause MWD used to disqualify local water supply projects in San Diego County from receiving funding from MWD was unconstitutional.
- Engage in a public information campaign to educate the City's citizens on the need for additional resources for stormwater management.
- Assist in implementing a Stormwater Utility that properly accounts for the City's stormwater costs.

Benefit Assessment Dispute

The City of Westminster, Maryland, was sued by a new customer who alleged that the methodology used by the City to calculate its water and sewer benefit assessments, commonly known in the utility industry as System Development Charges, was unlawful. Mr. Callocchia was an expert witness detailing the industry standard methodologies used to calculate these fees and provided the Court with the rationale and basis for the City's fees. The Court ultimately found that the City's fees were not illegally calculated based on the City's testimony, which included Mr. Callocchia's expert witness statements.

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ERIC CALLOCCHIA

Partner & Deputy Managing Director – Client Relations & Services

PRESENTATIONS AND PUBLICATIONS

- *WEF Manual 27, Financing and Charges for Wastewater Systems*, Contributing Author
- *Setting Water and Sewer Rates in New York State While Addressing the Challenges of 2020*

  New York State GFOA 2020 Northeast Holiday Seminar, 2020
- *Setting Water and Sewer Rates*

  New York State GFOA 38th Annual Conference, 2017
- *A World without Crystal Balls: Attempting to Forecast Operating Expenses*

  Tri-Association Conference, 2016
- *Enhanced General Fund Reimbursement by Enterprise Funds*

  Brown Edwards Conference, 2014

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Richard Campbell

Managing Director – Water Practice

Mr. Richard Campbell with over 36 years of experience in the industry, previously serving as the Financial Services Director of Freese and Nichols. He has led several complex electric, natural gas, and water/wastewater utilities projects. Mr. Campbell is an expert in a full range of utility finance issues, including debt issuance support (revenue bond feasibility); valuation studies for acquisitions and mergers; alternative capital financing analyses; economic feasibility studies; wholesale and retail ratemaking/cost of service; impact fee/system development fee analysis; asset planning and asset management; development of renewal and replacement programs; and strategic and business planning.

CONTACT

275 W. Campbell Road, Suite 440
Richardson, TX 75080
rcampbell@newgenstrategies.net
www.newgenstrategies.net

EDUCATION

Bachelor of Science, Electrical Engineering, University of Central Florida

United States Naval Nuclear Power Program

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS/COMMITTEES

AWWA's National Rates and Charges Committee

Finance, Accounting and Management Committee

KEY EXPERTISE

Asset Planning and Management

Cost of Service and Rate Design

Economic Feasibility Studies

Financial Modeling

Valuation Studies

PRIOR RELEVANT EXPERIENCE

Cost of Service and Rate Design Study

Mr. Campbell has led and assisted with financial evaluations for water, wastewater, stormwater, and sewer utilities to safeguard their financial integrity through comprehensive cost of service analyses, including wholesale services. Mr. Campbell has participated in water, wastewater, stormwater, and/or sewer cost of service and rate design studies for the following entities, to name a few:

- Allegheny County Sanitary Authority
- City of Brownsville, TX
- City of Columbia, SC
- City of Dallas, TX
- City of Duncan, OK
- City of Garland, TX
- City of Grand Prairie, TX
- City of High Point, NC
- City of Lawton, OK
- City of Pittsboro, NC
- City of Raleigh, NC
- City of Round Rock, TX
- City of Siler City, NC
- City of Stephenville, TX
- Fort Worth Water
- Jacksonville Electric Authority
- Miami-Dade County Water and Sewer Department
- NBU, New Braunfels, TX
- San Antonio Water System

Impact Fee Analysis/Study

Mr. Campbell has led or assisted in impact fee analysis to assist communities in setting the most appropriate fee amounts using a more comprehensive credit calculation. His clients include:

- City of Brownsville, TX
- City of Columbia, SC
- City of Irving, TX
- City of Shreveport, LA
- City of Wilmer, TX
- Fort Worth Water
- Jacksonville Electric Authority
- New Braunfels Utilities, TX

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Richard Campbell

Managing Director – Water Practice

Other Projects

Mr. Campbell has also led other projects, including:

Revenue Bond Feasibility Report – City of High Point, NC

Mr. Campbell served as the Project Manager for multiple bond feasibility studies in 2004, 2006, 2008, 2010, and 2014 for the City of High Point for inclusion into official statements for Revenue Bond issuances totaling greater than $176 million to fund water and sewer capital improvements.

Water and Sewer Revenue Bond Issuance, Consulting Engineer's Report – Miami-Dade County Water and Sewer Authority

In 2017, the Miami-Dade County WASD issued Revenue Bonds totaling $929,380,000. Mr. Campbell was the Project Manager responsible for developing the required issuance of a Consulting Engineer's Report and the associated financial feasibility study. Based upon the requirements of existing bond ordinances, the Water and Sewer Department must have the system inspected, in its entirety, every three years. Arcadis performed this work, and the results are incorporated as a part of the CE report for inclusion in the bond issuance official statement, as are the results of the feasibility study, which attests to the financial well-being of the system and its ability to meet the needs of its customers and the additional financial burdens of the new bond issue.

Wastewater Cost of Service Rate Study, Financial Forecast and Wet Weather Plan Feasibility Analysis – Allegheny County Sanitary Authority

As Project Manager, Mr. Campbell was responsible for developing a detailed and comprehensive financial planning model to help the Allegheny County Sanitary Authority (ALCOSAN) determine the financial impact of eliminating sewer overflows from the 83 municipalities in its wastewater treatment service area. The model helped ALCOSAN compare multiple capital spending scenarios associated with various Wet Weather Plan options, cash financed capital, bond issuances, and rate increases over a 30-year forecast period. Mr. Campbell was also responsible for developing a cost of service and rate design model that helped ALCOSAN determine the cost of providing service to its customers and various rate design options that would enable them to recover these costs through user rates.

Inside-Outside City Rate Differential Study – City of Fort Worth, TX

Mr. Campbell served as Project Manager for a water/wastewater Inside-City/Outside-City rate differential study to determine fair and equitable rates applicable to outside-city customers. This process required a cost-of-service evaluation to allocate proper costs to various rate classes based on a pre-determined test.

Asset Management Study – City of Garland, TX

Mr. Campbell served as Project Manager in working with the City to evaluate its wastewater facilities and develop an asset management program to assist in tracking and maintaining the records and database of the system assets.

Development of Stormwater Financial Model – City of Raleigh, NC

Mr. Campbell served as Project Manager and provided the City of Raleigh's Stormwater Department with an interactive, Windows-driven financial model to assist staff in budgeting and projecting expenditures and revenue needs and rate-setting capabilities. The process allowed staff to track operational targets and provided reporting capabilities for operations staff and upper-level management.

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Richard Campbell

Managing Director – Water Practice

Stormwater Division Revenue Bond Feasibility Report – City of Raleigh, NC

Mr. Campbell served as Project Manager for a Revenue Bond feasibility study in 2008 for the City of Raleigh's Stormwater Division for inclusion into an official statement for a Revenue Bond issuance to fund capital improvements for the system.

Billing/Metering Conversion Analysis – City of Raleigh, NC

Mr. Campbell served as Project Manager/Client Coordinator for an analysis of the financial impact of switching current billing practices to operate every month from a bi-monthly basis. Included in this analysis was the potential impact on the system and its customers should the City pursue varying levels of improved technologies in the billing and metering processes.

Revenue Bond Feasibility Report – City of Raleigh, NC

Mr. Campbell served as Project Manager for multiple bond feasibility studies in 2006 and 2008 for the City of Raleigh for inclusion into official statements for Revenue Bond issuances totaling greater than $410 million to fund water and sewer capital improvements, as well as for refunding of existing debt.

10-Year Capital Financing Analysis – City of Raleigh, NC

As Project Manager, Mr. Campbell provided the City of Raleigh with a financial analysis model that allowed the City to determine its current financial operational standing concerning its water and sewer utilities. The project also projected the impact on the City's financial position from proposed future Capital Projects and provided funding for these potential projects. This analysis model provided the City with a management tool that allows the City to consider several scenarios and test sensitivities for various growth scenarios and the timing and funding sources of anticipated capital projects.

Orlando Utilities Commission Evaluation of Regionalization Alternatives – City of Orlando, FL

Mr. Campbell served as Project Manager on the Evaluation of Regionalization Alternatives for the Orlando Utilities Commission (OUC), which focused on developing a regional plan for using reclaimed water to augment the withdrawal of groundwater by local water utilities. The analysis evaluated various system configurations relative to the City of Orlando's wastewater system to identify the most economically and fiscally prudent means of transporting 9.2MGD of reuse water to the Northwest Orange County area.

Financial Services – Laurens Commission of Public Works, SC

Mr. Campbell managed the development of a financial and rate analysis model for the electric, natural gas, water, and sewer utility operations of the Laurens Commission of Public Works (CPW) to assist the CPW Commission and staff in their ongoing evaluation of the present and projected financial status of the total CPW utility system operations and the stand-alone financial status of each of its four utility system operations. The model utilized recent historical and current budget data to project or forecast the cost of service or revenue requirements of each utility system operation for six years. The model results indicated the level of rate adjustments necessary to meet the total CPW revenue requirement and the cost-based revenue requirements of each utility system operation on a stand-alone basis. Since the CPW's operations and financial status are subject to scrutiny by outsiders who have a direct or indirect financial interest in the CPW's operations, annual revenue requirements are calculated based on both the minimum cash requirements established by the CPW's bond resolutions and rate ordinances and the regulated utility rate-base/rate-of-return method. The model also produced annual financial and operating ratios, which rating agencies rely on to evaluate the financial status of a municipal utility operation.

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ZAK C. WRIGHT

Senior Manager

Mr. Zak Wright performs appraisals, depreciation studies, rate of return analysis, financial forecast analysis, financial analyses, and cost of service and rate design studies for electric, natural gas, water, and wastewater utilities. Before joining NewGen, he worked as a Commercial Credit Analyst and has experience in corporate finance, pro forma financial analysis, financial modeling, underwriting, banking, and strategic and capital planning. He attained his Master of Business Administration from the Massey School of Business at Belmont University. Mr. Wright is an Accredited Senior Appraiser (ASA), Machinery and Technical Specialties by the American Society of Appraisers, a Certified Depreciation Professional (CDP) by the Society of Depreciation Professionals, and a Certified Rate of Return Analyst (CRRA) by the Society of Utility and Regulatory Financial Analysts.

CONTACT

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EDUCATION

Master of Business Administration, Belmont University

Bachelor of Business Administration in Finance, University of Tennessee Knoxville

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS/COMMITTEES

Accredited Senior Appraiser (ASA) by the American Society of Appraisers

Certified Depreciation Professional (CDP) by the Society of Depreciation Professionals

Certified Rate of Return Analyst (CRRA) by the Society of Utility and Regulatory Financial Analysts

KEY EXPERTISE

Appraisals and Valuation

Contract and Formula Rate Review

Cost on Equity/Rate of Return Filings

Cost of Service and Rate Design

Depreciation Studies

Financial Feasibility Analysis

Financial Planning & Budgeting Models

Municipalization Feasibility Analysis

Power Supply Planning

Rate Benchmarking & Analysis

RELEVANT EXPERIENCE

Appraisals and Valuation

Mr. Wright has conducted valuations and fair market value appraisals to determine an indication of value for acquisitions/dispositions or to evaluate municipalization or privatization of utilities. His experience also includes service area valuations to assess compensation for decertification of areas covered by certificates of convenience and necessity.

Water and Wastewater Systems

- Abby Plantation DBA Louisiana Sewer Utilities
- Aqua Texas
- Bickerstaff heath Delgado Acosta LLP
- Canyon Lake Water Service Company
- Carteret County, NC
- City of Lawrenceville, GA
- Clifford, Ross, Raudenbush & Cooper, LLC, AZ
- Conrad Consulting & Training LLC, IN
- CSWR Texas – Carroll Water Company
- CSWR Texas – City of Ferris, TX
- CSWR Texas – Douglas Utility Company
- CSWR Texas – Lake Limestone Coves
- CSWR Texas – Leon Springs
- CSWR Texas – North Orange
- CSWR Texas – Northside Subdivision Water Plant and Distribution Corp.
- CSWR Texas – Patterson Water Supply
- Dentons Bingham Greenebaum LLP
- Gregg Law PC
- King George County Service Authority, VA
- Monarch I, LP – Woodland Oaks
- Nexus Water Group – Crystal Springs Water Company, Inc.
- Public Utility Commission of Texas
- Sands Anderson, PC
- Scurry County, TX
- SouthWest Water, Inc.
- Texas Water Utilities – Arroyo Doble Water System
- Texas Water Utilities – NextEra Water Texas
- Town of Lexington, SC
- York Water Company

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ZAK C. WRIGHT

Senior Manager

Power Generation Assets

- CPS Energy, TX
- Greer, Herz & Adams, LLP, TX
- MWH America, Inc.
- Robbins Schwartz
- Somervell County Appraisal District, TX
- Williams Mullen

Hydro-electric Generation Assets

- City of Hamilton, OH
- Dentons Bingham Greenebaum LLP
- Hudson River-Black River Regulating District
- Walden Environmental Engineering

Coal Generation Assets

- Robbins Schwartz
- Rusk County Appraisal District, TX
- Shawnee Community Unit School District 84
- Tri-State G&T Association, CO

Power Distribution Assets

- City of Harrisonburg, VA
- Dairyland Electric Cooperative
- HDR – Bureau of Indian Affairs
- MWH Corporation, TN
- Middle Tennessee Electric Membership Corp

Oil Refining Facilities

- Greer, Herz & Adams, LLP, TX

Gas Assets

- City of Rockport, TX

Power Transmission Assets

- City of Abilene, TX
- Dairyland Power Cooperative, WI

Streetlight and Lighting Assets

- City of Kileen, TX

Waste-to-Energy Facilities

- City of Lisbon, CT
- Onandaga County Resource Recovery Agency, NY

Power Supply Contracts

- Basic Management, Inc., NV

Solar Assets

- Parker Gentry & Parker, Inc.

CCN Decertification

- Bickerstaff Heath Delgado Acosta LLP, TX
- Gregg Law PC, TX
- Lloyd Gosselink Rochelle & Townsend, PC
- Mustang/Marilee SUD, TX
- Public Utility Commission of Texas

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ZAK C. WRIGHT

Senior Manager

Depreciation Analyses and Studies

Mr. Wright conducts and assists in Depreciation Studies to determine the estimated useful life span and depreciation parameters of utility assets. These studies include:

- Bryan Texas Utilities
- City Light & Power, WA
- CPS Energy, TX
- Kauai Island Utility Cooperative, HI
- Los Angeles Department of Water and Power, CA
- Lubbock Power & Light, TX
- New Braunfels Utilities, TX
- Tri-State G&T Association, CO

Cost of Service and Rate Design

Mr. Wright conducts and assists with wholesale and retail cost of service and rate design studies for electric distribution, natural gas distribution, and water and wastewater utilities to help them understand the operational and financial impacts of their residential and commercial services. These studies include creating wholesale and retail rate models in Microsoft Excel that are customized to meet the needs of each client. Many of these studies also included the creation of complex databases from Advanced Metering Infrastructure (AMI) datasets to support the wholesale and retail models. His clients include:

- City of Bonham, TX
- City of Gatesville, TX
- City of Justin, TX
- City of Lewisville, TX
- City of Mansfield, TX
- City of Marshall, TX
- City of Mt. Pleasant, TX
- City of Paris, KY
- City of Nicholasville, KY
- City of Niles, OH
- City of Springfield, MO
- Coachella Valley Water District, CA
- Corbin Utilities Commission, KY
- Fox Metro Wastewater Reclamation District, IL
- Princeton Electric Plant Board, KY
- South Toledo Bend Water District, Many, LA
- State of Louisiana – Office of Community Development
- Village of Greenport, NY
- Village of Orland Park, IL

Financial Planning & Budgeting Models

Mr. Wright develops comprehensive financial models to streamline utility rate design studies and determine the optimal level of funded debt and capital investment within various budget, usage, and customer base scenarios. His clients include:

- City of Charlottesville, VA
- City of Denton, TX
- Fayetteville Public Works Commission, NC
- City of Georgetown, KY
- Cleveland Public Power, OH
- Fairbanks Natural Gas / Interior Gas Utility, AK
- Kentucky Municipal Energy Agency, KY
- Neel-Schaffer, Inc. (City of Biloxi), MS

Rate Benchmarking

Mr. Wright benchmarks competitors' rates against the client's rates to determine costs based on several factors, including specific usage patterns and customer classes. He developed recommendations on the potential rate design. His benchmarking clients include:

- City of Bardstown, KY
- City of Nicholasville, KY
- CPS Energy, TX
- Mayfield Electric and Water Systems, KY

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ZAK C. WRIGHT

Senior Manager

Rate Analysis

Mr. Wright analyzed the impact of fluctuating natural gas and funded debt prices on the economic viability of constructing a natural gas distribution system and utility in Alaska. He assessed the customer conversion rate and its impact on the utility's ability to deliver gas at a lower price. Mr. Wright also reviewed the rate for Cumberland River Southeastern Power Administration (SEPA) end-use customers. The assessment helped illustrate to the power administration that building a 50-year rate that included the cost of all potential capital improvement projects during that period would make the power unmarketable to these customers. This analysis helped encourage the power authority to incorporate a compromise true-up approach into their rate design.

- Cumberland River Southeastern Power Administration (SEPA) customers
- Stantec (Interior Gas Utility), AK

Municipalization Feasibility Analysis

Mr. Wright compiled demographic information from comparable municipal electric districts to approximate customer base, usage, and revenue information to support the client's investigation into forming a municipal electric system. He utilized the compiled data and the most recent incumbent utility's cost of service data to develop a financial model assessing the financial feasibility of this undertaking and its economic impact on the city and its residents. Mr. Wright's municipalization projects include:

- City of Spearfish, SD

Contract and Formula Rate Review

Mr. Wright reviews annual rate formulas to ensure they comply with settlement agreements between a group of municipal utilities and an investor-owned utility (IOU). He also verifies that settlement formulas and calculations that the IOU filed with the Federal Energy Regulatory Commission (FERC) accurately determined the monies due to the cities. Mr. Wright's clients include:

- City of Bardwell, KY
- City of Nicholasville, KY
- City of Paris, KY
- Kentucky Municipal Energy Agency, KY
- Kentucky Municipal Group, KY

Power Supply Planning

Mr. Wright reviews requests for proposal responses and develops a common-size expense model to determine the all-in cost of each respondent's proposal. He also supports the development of the project award recommendation. His projects include:

- City of Bardwell, KY
- City of Paris, KY
- Kentucky Municipal Energy Agency, KY
- Kentucky Municipal Group, KY

Franchise Fee Analysis

Mr. Wright developed a database to test the accuracy of franchise fee payments to a group of cities in Texas. He manipulated approximately 40GB flat file of raw data from discovery into models that tested for under-recovery for cities and provided defensible results.

- Lloyd Gosselink Rochelle & Townsend, PC

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Tia Carnes

Senior Consultant

Ms. Tia Carnes joined the firm as a Consultant in February 2020. During her tenure, she has provided financial modeling, appraisal/valuation support, cost of service and rate design analyses, and most notably, support to the organizational review and workshop development projects. Her experience includes leadership training and development, team assessment, and financial analysis. Ms. Carnes came to NewGen with a strong background in customer service, logistics, and high-volume task management.

CONTACT

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EDUCATION

Master of Business Administration, Belmont University

Bachelor of Science in Bible/Biblical Studies, Cairn University

KEY EXPERTISE

Appraisals and Valuation

Cost of Service and Rate Design

Financial Planning & Budgeting Model

Organizational Effectiveness

Rate Benchmarking & Analysis

RELEVANT EXPERIENCE

Cost of Service and Rate Design

Ms. Carnes performs cost of service and rate design studies for electric, wholesale, and retail water, reclaimed water, wastewater, drainage, and natural gas utilities. She assists clients in understanding their service offerings' financial and operational impacts and develops rates intended to fully recover operating costs. Her clients include:

- City of Austin, TX
- City of Brea, CA
- City of Charlottesville, VA
- City of Coachella Valley, CA
- City of Corpus Christi, TX
- City of Henderson, KY
- City of Lewisville, TX
- City of Maryville, MO
- City of Orland Park, IL
- City of Springfield, MO
- City of Waco, TX

Organizational Effectiveness

Ms. Carnes conducts a high-level review of an organization to determine best practices, areas for improvement, and recommend solutions. Her contributions include analysis of survey results determining the organizational health of the client and facilitating workshops to build team skills and organizational effectiveness. Her clients include:

- City of Austin, TX
- City of Denton, TX
- CPS Energy, TX
- DEMCO, LA

Appraisals and Valuation

Ms. Carnes performs appraisal analyses to develop value indicators using the income, cost, and market valuation approaches. Her appraisal projects include:

Power Generation Assets

- Somervell County Appraisal District, TX
- Robbins Schwartz

Power Distribution Assets

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TIA CARNES
Senior Consultant

- City of Harrisonburg, VA

Water and Wastewater Systems

- Town of Lexington, SC

Power Supply Contracts

- Basic Management, Inc., NV

Other Projects

Public Power Feasibility

- City of San Diego, CA

Facilities Rates Study

- City of Phoenix, AZ

Community Engagement

- City of Redding, CA

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AIDAN OATES

Consultant

Mr. Aidan Oates joined NewGen in 2021, providing financial modeling, cost of service, and rate design assistance. His experience includes valuation, trading, economics, and investment banking specific to the Energy industry.

RELEVANT EXPERIENCE

Cost of Service and Rate Design•

Mr. Oates works with NewGen project managers to build financial models for utility clients. These models utilize industry-standard cost allocation methodologies and allow clients to project their systems' operating, capital, debt service, and reserve requirements on both a short and long-term basis. Mr. Oates provides expert utility billing analysis to project utility revenues properly. Clients to whom Mr. Oates has provided these services include:

- Albemarle County Service Authority, VA
- Bloomington and Normal Water Reclamation District, IL
- City of Brea, CA
- City of Frederick, MD
- Coachella Valley Water District, CA
- Town of Barnstable, MD
- Township of Hamilton, NJ
- Town of Middleburg, VA
- Village of Orland Park, IL

PRIOR RELEVANT EXPERIENCE

Heikkinen Energy Advisors

Equity Research Associate

- Began the renewable energy equity research division by initiating coverage of several renewable companies operating in different industry subsectors.
- Built financial models to determine the inherent value of businesses operating in various renewable segments, including biomass production, sustainable utility generation, solar inverter manufacturing, battery distribution, and solar installation.
- Updated the models for mergers, acquisitions, debt and equity offerings, and general industry developments.
- Performed market research, valuation alterations, and quarterly report updates for publication.
- Created a system of comparing reporting across solar installation companies.

Thompson Financial Group

Financial Advisory Associate

- Balanced, designed, and reconstructed individual portfolios based on weighted risk tolerance considerations, market factors, and investment horizon.
- Led a team of new representatives to analyze modern sales trends and the effect of keyword marketing on specific territories within several archetypal Maryland markets.

CONTACT

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EDUCATION

Master of Energy Management, Tulane University

Bachelor of Arts in English Literature and Finance, The College of William and Mary

KEY EXPERTISE

Cost of Service and Rate Design

Financial Planning & Budgeting Model

Renewable Energy Equity

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ALEX ROBINSON

Consultant

Ms. Alex Robinson joined NewGen as a full-time Consultant in November 2023. She assists on cost of service and rate design projects, performing data evaluations and applying her financial modeling skills. Ms. Robinson's experience includes economic analysis and rate studies.

CONTACT

900 Bestgate Rd., Ste. 402
Annapolis, MD 21401
arobinson@newgenstrategies.net
www.newgenstrategies.net

EDUCATION

Bachelor of Arts in Political Science and Economics, Johns Hopkins University

KEY EXPERTISE

Data Analysis

Financial Modeling

Cost of Service and Rate Designs

RELEVANT EXPERIENCE

Cost of Service & Rate Design – Water & Wastewater

Ms. Robinson assists with cost of service and rate design studies for water and wastewater utility clients. She conducts billing and usage analysis, as well as proforma development to project utility systems' operating expenses, capital investments, debt service, and revenue requirements. Ms. Robinson's financial forecasts, utility analyses, and bill comparisons provide her clients with an extensive overview of rate recommendations that promote successful budgeting and long-term growth.

Ms. Robinson's cost of service and rate design clients include:

- City of Maryville, MO
- City of St. Peters, MO
- City of Westminster, MD
- Town of Barnstable, MA
- Town of Ocean City, MD
- Township of Vernona, NJ
- United Water System, LA
- Village of Niles, IL
- Village of Northbrook, IL
- Village of Simpson, LA

PRIOR RELEVANT EXPERIENCE

ERC Data Analyst

Frost Law

- Verified and updated account source documents for the Employee Retention Credit, a COVID-response tax refund for small businesses.
- Input businesses' financial statements, payrolls, and loan forms into firm's database and Excel spreadsheets to calculate qualifications.
- Evaluated customers' ERC eligibility and produced summary reports for supervisor.
- Reviewed peers' data calculations for deficiencies to ensure group accuracy and efficiency.

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NewGen Strategies & Solutions



THANK YOU!

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www.newgenstrategies.net

RFP SCORING CONSOLIDATION

RFP Title **Cost of Service Study (Water/Wastewater)**

		PROPOSER	PROPOSER	PROPOSER
		Black & Veatch	**NewGen**	**Raftelis**
EVALUATOR 1		83	85	83
EVALUATOR 2		82	100	82
EVALUATOR 3		87	93	90
EVALUATOR 4				
Total		**252**	**278**	**255**

STAFF REPORT
1/22/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: 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

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing the City Manager to execute a Professional Services Agreement with Keyser Marston Associates, Inc. (KMA) to conduct a Hotel Site Feasibility Study in the amount of $79,500. Previously, the Economic Development and Planning Subcommittee reviewed and recommended the item for City Council consideration at its meeting of December 5, 2024.

BACKGROUND:

In 2022, the Coachella Valley experienced a resurgence in tourism from pre-pandemic levels. According to HVS, a global hospitality consulting firm, the economic impact from direct visitor spending totaled $8.7 billion with 30% of this spending dedicated to lodging, including hotels and short-term rentals. Tourism growth in the Coachella Valley is also supported through the increased availability of air travel. In 2020, Southwest Airlines initiated year-round air service to the Palm Springs International Airport (PSP). In addition, large gathering venues such as the opening of the 11,000-seat Acrisure Arena, are likely to attract day and overnight visitors to the Coachella Valley. The Arena plans to host over 120 major events annually, likely to increase both hotel occupancy and Average Daily Rates (ADR) within the Coachella Valley. The City is hoping to capture the growing tourism, meetings, and special events in the Coachella Valley with the development of the City's first hotel.

DISCUSSION/ANALYSIS:

The purpose of this feasibility study is to identify potential hotel site location within the City of Coachella. The study will also help attract prospective hoteliers to the City, which could ultimately culminate in an increase in Transit Occupancy Tax (TOT) revenue for the City.

Below is an overview of the proposed scope of services:

- *Phase 1: Initiation/Stakeholder Surveys* – At the outset of the assignment, KMA will participate in a meeting with City staff and Visit Greater Palm Springs.

- *Phase 2: Hotel Market Assessment* – KMA will conduct a market assessment of hotel development potential in eastern Riverside County (County); the eastern Coachella Valley trade area (Trade Area); neighboring cities such as Indio, La Quinta, and Palm Desert (Neighboring Cities); and the City and its Sphere of Influence (SOI).

- *Phase 3: Financial Feasibility* – KMA will undertake financial feasibility analyses of up to three (3) prototypical hotel development prototypes to be considered in the City. Subject to the findings of the market assessment, one or more of these prototypes may include a mix of uses or ownership formats such as residential, condotel, or timeshare.

- *Phase 4: Financing Approaches* – to supplement the financial feasibility analysis, KMA will evaluate various levels of financing approaches that will incentivize hotel development within the City, including, but not limited to: TOT sharing, tax-exempt bonds, grants and subsidies, and tourism and entertainment districts. This evaluation will consider comparable hotel financing structures such as the tax-exempt and taxable revenue bonds utilized to construct Hotel Polaris in Colorado Springs, Colorado.

- *Phase 5: Findings and Recommendations* – KMA will summarize the key findings from the Phase 2 market assessment, Phase 3 financial feasibility analysis, and Phase 4 financing approaches.

- *Phase 6: Report and Presentation* – KMA will prepare a report to include an executive summary, narrative discussion, and supporting tables and exhibits.

KMA proposes to complete the above scope of services within the total budget requirement of $79,500 and the following tentative timeline:

Phase:	Budget Amount:
Phase 1 – Initiation/Stakeholder Survey	$6,500
Phase 2 – Market Assessment	$25,500
Phase 3 – Financial Feasibility	$27,500
Phase 4 – Financial Approaches	$4,500
Phase 5 – Recommendations	$5,000
Phase 5 – Final Report and City Council Presentation	$7,500
Sub-Total (Phases 1-6)	$76,500
Add: Reimbursables	$3,000
Grand Total	**$79,500**

ALTERNATIVES:

1. 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

2. Not approve this item

FISCAL IMPACT:

The fiscal impact of this action would be $79,500 and would require an appropriation from the General Fund Reserves (Fund 101).

ATTACHMENTS:

1. Professional Services Agreement (PSA) with KMA Scope of Services Hotel Feasibility Study

2. Proposal - Hotel Feasibility Study to Access Potential Hotel Development in the City

KMA SCOPE OF SERVICES
HOTEL FEASIBILITY STUDY
CITY OF COACHELLA

I. OBJECTIVE

The City of Coachella (City) seeks economic consulting services for a hotel feasibility study to assess the potential to attract the City's first hotel development. The City seeks to establish a hospitality market to capture the growth in tourism, meetings, and special events occurring in the larger Coachella Valley.

II. BACKGROUND

In 2022, the Coachella Valley experienced a resurgence in tourism from pre-pandemic levels. According to HVS, a global hospitality consulting firm, the economic impact from direct visitor spending totaled $8.7 billion with 30% of this spending dedicated to lodging, including hotels and short-term rentals. Tourism growth in the Coachella Valley is also supported through the increased availability of air travel. In 2020, Southwest Airlines initiated year-round air service to the Palm Springs International Airport (PSP). As a result, additional airlines introduced nonstop services to PSP, for a total of 12 airlines now providing nonstop flights to PSP from 32 destinations. The City of Palm Springs has recently initiated an update to the 2015 Airport Master Plan for the expansion (nearly double the existing capacity) of the PSP to support future demand, continue safe and efficient operations, and address changes in the aviation industry at the local and national level. In addition, large gathering venues such as the opening of the 11,000-seat Acrisure Arena, are likely to attract day and overnight visitors to the Coachella Valley. The Arena plans to host over 120 major events annually, likely to increase both hotel occupancy and Average Daily Rates (ADR) within the Coachella Valley.

The City is hoping to capture the growing tourism, meetings, and special events in the Coachella Valley with the development of the City's first hotel. As background, the City is the easternmost city of the Coachella Valley and is one of California's fastest growing cities. The City is officially bilingual in English and Spanish, with over 90% of the population speaking Spanish. The City hosts popular events such as Cinco de Mayo, the 16 de Septiembre Fiestas Patrias (Mexico's Independence from Spain), and the 12 de Diciembre to celebrate the Virgin Mary. In addition, the City can potentially benefit from nearby large-scale events, such as the Coachella Valley Music and Arts Festival, Stagecoach Festival, BNP Paribas Open, Palm Springs Film Festival, and Tour de Palm Springs. Notably, the Coachella Valley Music and Arts Festival and Stagecoach Festival, both hosted in Indio, have provided additional support for new hotel rooms in Indio.

III. SCOPE OF SERVICES

The following section presents the Keyser Marston Associates, Inc. (KMA) proposed scope of services to conduct a hotel feasibility study for the City.

(1) *Phase 1: Initiation/Stakeholder Surveys* – At the outset of the assignment, KMA will participate in a meeting with City staff and Visit Greater Palm Springs. As part of this initial phase, we will:

(a) Review the City's objectives, review critical background information, identify potential development sites, and discuss key stakeholders to interview.

(b) Conduct a field survey and an initial evaluation of potential sites for consideration. This evaluation of potential sites will consider key development factors such as proximity to existing entertainment uses and access to, and/or visibility from, Interstate 10 (I-10) and State Route 86 (SR 86).

(2) *Phase 2: Hotel Market Assessment* – KMA will conduct a market assessment of hotel development potential in eastern Riverside County (County); the eastern Coachella Valley trade area (Trade Area); neighboring cities such as Indio, La Quinta, and Palm Desert (Neighboring Cities); and the City and its Sphere of Influence (SOI). The market assessment will include:

(a) A profile of demographic and economic trends, including growth in population, disposable income, visitor nights, and retail sales activity. This will contain a review of recently completed and proposed projects in planning within the City, Neighboring Cities, and Trade Area, including recent hotel proposals in the City such as the unfinished luxury hotel by Glenroy Coachella, LLC and proposed hotel by the Twenty-Nine Palms Band of Mission Indians.

(b) An overview of recent hotel market performance for the Coachella Valley submarket, including supply and demand factors, ADR, occupancy trends, and seasonal patterns. This overview will include:

- A review of third-party data sources available from firms specializing in hospitality, such as Smith Travel Research (STR), HVS Global Hospitality Services (HVS), and Coldwell Banker Richard Ellis (CBRE);
- Evaluation of short-term rental (Airbnb, Vrbo, etc.) trends in the Coachella Valley and the Trade Area;
- Identification of existing hotels that operate under a "vacation rental" format through one of the short-term rental platforms;
- Preparation of selected case studies in the Coachella Valley, including hotel properties that combine residential, condotel, and/or timeshare uses; and
- Profile of product type, features, and amenities for competitive hotel inventory in the Trade Area and City.

(c) Field surveys of the City and Trade Area, with a focus on potential development sites, competitive inventory, and existing amenities and services available to hotel guests.

(d) Identification of availability or deficiency of major infrastructure and amenities, including access/transportation (I-10/SR 111/SR 86; Jacqueline Cochran Regional Airport), restaurants, entertainment, recreation, etc.

(e) Market survey and supplementary stakeholder interviews to understand the demand for meeting and event space within the Trade Area, including:

- Case studies for comparable facilities that may be relevant to development potential within Coachella Valley; and

- A qualitative evaluation of the potential demand for indoor/outdoor meeting/banquet space within the Trade Area and City.

(f) Preparation of a hotel room demand forecast that will analyze existing and potential hotel market demand by market segment, including tourism/leisure, commercial/corporate, group/convention, and/or government.

(g) Recommendation of appropriate type, number of rooms, room size, features, amenities, and market segment for potential hotel(s) for the specific sites identified in Phase 1.

(h) Identification of potential branding themes and specific market niches that may be applicable to potential hotel(s). This will include identification of specific hotel flags/brands (e.g., Hyatt Place, Hilton/Hampton Inn, Marriott, etc.) most appropriate for the specific sites identified in Phase 1.

(3) *Phase 3: Financial Feasibility* – KMA will undertake financial feasibility analyses of up to three (3) prototypical hotel development prototypes to be considered in the City. Subject to the findings of the market assessment, one or more of these prototypes may include a mix of uses or ownership formats such as residential, condotel, or timeshare. The financial feasibility analyses will include:

(a) An estimate of development costs (land acquisition, directs, indirects, and financing); stabilized income and expenses; target return; and identification of any financing gap. These estimates will incorporate site-specific infrastructure costs to be provided by City staff. They will also reflect development costs with and without prevailing wages. In addition, the KMA pro forma analyses will include a 15-year cash flow projection for the hotel operation, showing the estimated economic return to the developer and the potential Transient Occupancy Tax (TOT) generated to the City.

(b) In the event of a financing gap, KMA will test up to three (3) TOT sharing formulas for each prototype hotel. This task will demonstrate the enhanced feasibility of each prototype hotel, while assuring a guaranteed minimum flow of TOT revenues to the City.

(4) *Phase 4: Financing Approaches* – to supplement the financial feasibility analysis, KMA will evaluate various levels of financing approaches that will incentivize hotel development within the City, including, but not limited to: TOT sharing, tax-exempt bonds, grants and subsidies, and tourism and entertainment districts. This evaluation will consider comparable hotel financing structures such as the tax-exempt and taxable revenue bonds utilized to construct Hotel Polaris in Colorado Springs, Colorado.

(5) *Phase 5: Findings and Recommendations* – KMA will summarize the key findings from the Phase 2 market assessment, Phase 3 financial feasibility analysis, and Phase 4 financing approaches. The summary will include:

(a) Key findings of the market assessment in terms of the market demand forecast and recommended hotel product type for specific sites and the Trade Area.

(b) Outcomes of the financing gap analysis and corresponding TOT sharing scenarios.

(c) Recommended key steps, including prerequisites for financing and development, for the City and other parties to implement and attract the specific hotel type(s).

(6) *Phase 6: Report and Presentation* – KMA will prepare a report to include an executive summary, narrative discussion, and supporting tables and exhibits. This phase will include:

(a) One (1) Administrative Draft, one (1) Draft, and one (1) Final Draft of the report, submitted in PDF format only.

(b) Preparation of a presentation summarizing the methodology, analyses, findings, and recommendations from both the market assessment and financial feasibility evaluation.

(c) Attendance and presentation at one (1) City Council meeting.

IV. DATA REQUIREMENTS

KMA requires the following data items from the City and Visit Greater Palm Springs:

<u>City</u>

- Recommendations of key stakeholders to interview (event organizers, brokers, property owners, etc.)

- List of commercial and residential projects in the pipeline
- Project information for the unfinished luxury hotel by Glenroy Coachella, LLC and the proposed hotel by the Twenty-Nine Palms Band of Mission Indians
- 10-year history of TOT data for existing visitor accommodations/short-term rentals (Airbnb, Vrbo, etc.)
- Map of potential candidate sites/locations for hotel development considered by the City

Visit Greater Palm Springs

- Recommendations of key stakeholders to interview (hotel operators, event managers, etc.)
- Updated Economic Impact Reports (Tourism 2023)
- Updated Short-Term Vacation Rental Economic Impact Reports (2023)
- If available, 10-year history of number of overnight vs. day visitors

V. BUDGET

KMA proposes to complete the above scope of services on a time-and-materials basis in accordance with the attached hourly billing rate schedule. Our total budget requirement is $79,500, including reimbursables, as broken out below.

Phase	Budget
Phase 1 – Initiation/Stakeholder Surveys	$6,500
Phase 2 – Market Assessment	$25,500
Phase 3 – Financial Feasibility	$27,500
Phase 4 – Financing Approaches	$4,500
Phase 5 – Recommendations	$5,000
Phase 6 – Report and Presentation	$7,500
Subtotal (Phases 1-6)	**$76,500**
Add: Reimbursables	$3,000
Grand Total	**$79,500**

This budget includes the following limitations:

- Up to two (2) in-person meetings with City and Visit Greater Palm Springs staff
- Up to four (4) virtual meetings with City and Visit Greater Palm Springs staff
- Maximum of one (1) City Council meeting

VI. SCHEDULE

KMA anticipates completion of our Administrative Draft report within 120 calendar days from contract authorization and receipt of relevant background data.

VII. LIMITING CONDITIONS

In accepting this proposal/contract, the City represents, acknowledges, and agrees that:

1. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).

2. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with respect to the services provided hereunder and any information and material contained in KMA's work product.

3. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.

VIII. FIRM PROFILE

KMA is a real estate advisory firm founded in 1973 with specialized focus on public/private partnerships. From offices in San Diego, Los Angeles, and Berkeley, KMA has served over 700 clients on more than 2,500 projects. Representative public sector clients include nearly every major municipality in California, as well as housing authorities, transit districts, counties, special districts, port authorities, and colleges and universities.

Now in our 50th year, KMA offers a wide array of integrated services to our public agency clients, working collaboratively with them to help them make informed, strategic, market-based decisions. Our objective is to provide decision makers with sound advice supported by strong technical analysis of all economic factors that impact success, including market conditions, financial investment requirements, community needs and benefits, and development issues. The longevity of our client relationships throughout the State attests to the quality and responsiveness of KMA's work.

KMA's major service areas include:

- ✓ Land Use Economics
- ✓ Affordable Housing Transactions and Policy Evaluation
- ✓ Disposition Strategies and Developer Negotiations
- ✓ Public/Private Partnerships (P3s)
- ✓ Infrastructure Financing Districts
- ✓ Fiscal and Economic Impact Analysis

A unique strength of KMA is the depth, continuity, and availability of our principals, who all have decades of experience analyzing and solving complex real estate economic issues. Their personal involvement in every assignment is a key factor in the firm's ongoing success. For more information about KMA, please visit our website at www.keysermarston.com.

IX. QUALIFICATIONS

Client: City of Indio
Project: Midscale Hotel Demand Assessment

KMA worked with the City of Indio to evaluate the market and financial feasibility of a midscale hotel within the City. This evaluation included a review of demographic and economic trends, evaluation of regional and local hotel markets, and interviews with key stakeholders. KMA projected the supportable demand for midscale, upper midscale, and upscale hotels over a 10-year period and prepared a financial feasibility analysis for a midscale hotel.



Client: City of Indio
Project: Transient Occupancy Tax (TOT) Sharing



KMA assisted the City of Indio with analyses supporting potential TOT sharing agreements for the development of several hotels in the City, including the Fairfield Inn & Suites (built in 2018) and Hampton Inn & Suites (built in 2020). These analyses involved reviewing developer financial pro forma models, preparing an independent financial analysis, and determining the magnitude of feasibility gap. KMA also tested alternative TOT sharing scenarios between the City and developer in order to enhance project feasibility.

Client: City of Oceanside
Project: Mission Pacific Hotel and Seabird Resort



KMA assisted the City of Oceanside with the financial feasibility analysis and negotiation of business terms for the Mission Pacific Hotel and The Seabird Resort. The two adjacent hotels opened in May 2021, featuring 387 hotel keys, restaurants, retail, public gardens, luxury spa, and 22,000 SF of event space. Located at the base of the historic Oceanside Pier, the hotels comprise the largest newly constructed beachfront development on the San Diego coastline in over 20 years.

Client: San Diego Unified Port District
Project: Gaylord Pacific Resort and Convention Center, Chula Vista Bayfront



KMA worked with the San Diego Unified Port District, City of Chula Vista, and RIDA Development to evaluate, negotiate, and document the planned development of the Gaylord Pacific Resort and Convention Center on the Chula Vista Bayfront. The $1.2 billion development – which will encompass a 1,600-room hotel, a 275,000-SF convention center, and new public parks – broke ground in July 2022. Over the course of the predevelopment feasibility evaluation and developer negotiations, KMA prepared and presented numerous analyses and studies to agency senior staff, Port Commissioners, City Councilmembers, and other stakeholders in both individual briefings, Closed Sessions, and/or public meetings.

Client: City of Imperial Beach
Project: Breakwater Hotel



KMA prepared an Economic Development Subsidy Report, financial feasibility analysis, and reviewed an amendment to the Purchase and Sale Agreement for a proposed 101-room hotel located west of the Breakwater Town Center in the City of Imperial Beach. As part of the Economic Development Subsidy Report and financial feasibility analysis, KMA estimated the proposed subsidy to the Developer, projected tax revenues to the City, and evaluated the Developer's rate of return relative to hotel industry standards. Additionally, KMA prepared an assessment of potential financial impact of a proposed land use change from a retail use to a hotel use as part of an amendment to the Purchase and Sale Agreement.

CITY OF COACHELLA AND KEYSER MARSTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT
FOR HOTEL FEASIBILITY STUDY

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of December, 2024, by and between the City of Coachella ("City"), a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California and Keysar Marston Associates, Inc. ("Consultant"), with its principal place of business at 555 West Beech St., Suite 460, San Diego, CA 92101. City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the development of a Hotel Feasibility Study that will include, the following major tasks, such as the initiation of stakeholder surveys; hotel market assessment; financial feasibility; financing approaches; findings and recommendations and final report and City Council presentation ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 11, 2024 to May 11, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in the amount of **Seventy Nine Thousand Five Hundred Dollars ($79,500).** The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical

personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

- Michael D. Tactay, Manager

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

3.3.6 Consultant's Representative. Consultant hereby designates Michael D. Tactay, Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services

necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance

through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

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

3.3.11.11 Additional Insurance Provisions

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

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

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and

volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

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

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it

is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

Consultant's proportionate percentage of fault.

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: KEYSER MARSTON ASSOCIATES
555 West Beech St., Suite 460
San Diego, CA
ATTN: Michael D. Tactay, Manager

City: CITY OF COACHELLA
53462 Enterprise Way
Coachella, CA 92236
ATTN: Celina Jimenez, Economic Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its

applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements

pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid,

illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

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

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR HOTEL FEASIBLITY STUDY SERVICES BETWEEN THE CITY OF COACHELLA AND KEYSAR MARSTON ASSOCIATES, 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:

_____
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

KEYSAR MARSTON ASSOCIATES, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

KMA will provide the following Scope of Services (more details are provided in KMA Proposal):

- *Phase 1: Initiation/Stakeholder Surveys* – At the outset of the assignment, KMA will participate in a meeting with City staff and Visit Greater Palm Springs.

- *Phase 2: Hotel Market Assessment* – KMA will conduct a market assessment of hotel development potential in eastern Riverside County (County); the eastern Coachella Valley trade area (Trade Area); neighboring cities such as Indio, La Quinta, and Palm Desert (Neighboring Cities); and the City and its Sphere of Influence (SOI).

- *Phase 3: Financial Feasibility* – KMA will undertake financial feasibility analyses of up to three (3) prototypical hotel development prototypes to be considered in the City. Subject to the findings of the market assessment, one or more of these prototypes may include a mix of uses or ownership formats such as residential, condotel, or timeshare.

- *Phase 4: Financing Approaches* – to supplement the financial feasibility analysis, KMA will evaluate various levels of financing approaches that will incentivize hotel development within the City, including, but not limited to: TOT sharing, tax-exempt bonds, grants and subsidies, and tourism and entertainment districts. This evaluation will consider comparable hotel financing structures such as the tax-exempt and taxable revenue bonds utilized to construct Hotel Polaris in Colorado Springs, Colorado.

- *Phase 5: Findings and Recommendations* – KMA will summarize the key findings from the Phase 2 market assessment, Phase 3 financial feasibility analysis, and Phase 4 financing approaches.

- *Phase 6: Report and Presentation* – KMA will prepare a report to include an executive summary, narrative discussion, and supporting tables and exhibits.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: CITY OF COACHELLA HOTEL FEASIBILITY STUDY

Consultant: KEYSER MARSTON ASSOCIATES, INC.

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed $79,500.00

Completion Date: MAY 2025

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA	**KEYSER MARSTON ASSOCIATES, INC.**
Dated: _____	Dated: _____
By: _____	By: _____

STAFF REPORT
1/15/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Interim City Manager

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**

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?

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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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?

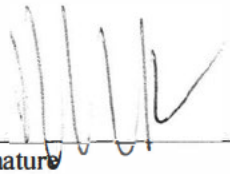
   I have been a long time resident of Coachella and have in business as a engineering and general general building contractor.

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.



01-06-2025

Signature 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
7153 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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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?

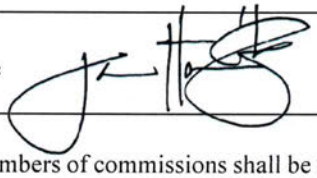
The goals and objectives of a Planning Commission are crucial for steering a city toward sustainable growth and development. By focusing on long-term sustainability, social equity, and economic prosperity, we can create a vibrant community for all citizens. While these goals may differ depending on the jurisdiction, the fundamental vision remains the same. I am committed to leveraging my skills and expertise to drive positive change and ensure a 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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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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City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(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] **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 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 Rodriguez Date January 6, 2025

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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.)
- [ ] **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?

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 Ayala 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

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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.

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 _____ Date 1/5/25

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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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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 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 C[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 [signature] Date 1/7/2025

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53-462 Enterprise Way
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?**

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 Planning 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 C[illegible]ork 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 [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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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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53-462 Enterprise Way
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

City of Coachella
Committee Membership – 2024

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.)*

Denise Delgado, Mayor Pro Tem, 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

City of Coachella
Committee Membership – 2024

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	E-mail
(760) 398-3502	dgranados@coachella.org

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)	1/24/2024 (Appt Date) 1 Year (Length of Term)	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)	1/24/2024 (Appt Date) 1 Year (Length of Term)	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)	1/24/2024 (Appt Date) 1 Year (Length of Term)	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)	1/24/2024 (Appt Date) 1 Year (Length of Term)	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)	1/24/2024 (Appt Date) 1 Year (Length of Term)	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)	1/24/2024 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 50 Estimated Annual: ■ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

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

STAFF REPORT
January 22, 2025

TO: Honorable Mayor and City Council

FROM: Best Best & Krieger LLP, City Attorney

SUBJECT: Appointment of William Pattison as City Manager on an Interim Basis

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STAFF RECOMMENDATION

Staff recommends that the City Council consider approving the following items:

1. CalPERS Retiree Limited-Term Appointment Agreement.
2. Resolution Finding the Position of City Manager to be Available Due to a Leave of Absence Pursuant to Government Code Section 21221(g) and Appointing William Pattison as Acting City Manager.

DISCUSSION/ANALYSIS

William Pattison retired from the City at the end of 2020. He subsequently served as City Manager on an interim basis. Now, with the approval of this item, Mr. Pattison would return to the City and be appointed the Acting City Manager effective January 23, 2025 and would be hired for a single limited term appointment to perform duties of the City Manager. Given the need for continuity and a highly trained professional to lead the City Manager's Office, this item is being brought forward for the City Council's consideration. 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 year, unless an exception applies.

Mr. Pattison has about 30 years of experience in city management. Thus, Mr. Pattison has the specialized skills necessary to perform the duties of City Manager on an interim basis.

Included in the Council's agenda packet is the proposed agreement and the resolutions to appoint a retiree pursuant to Government Code Sections 21221(g).

FISCAL IMPACT

Mr. Pattison would be paid an hourly rate of $137.98 per hour. He will not be entitled to any additional compensation, overtime, benefits, paid leave or paid holidays, unless required by federal or state law.

ALTERNATIVES

Council may provide additional alternatives.

ATTACHMENTS:

1. CalPERS Retiree Limited-Term Appointment Agreement.
2. Resolution Finding the Position of City Manager to be Available Due to a Leave of Absence Pursuant to Government Code Section 21221(g) and Appointing William Pattison as Acting City Manager (will be uploaded after the posting of the agenda).

CITY OF COACHELLA
CALPERS RETIREE LIMITED-TERM APPOINTMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of January 22, 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 Acting City Manager to carry out the duties and responsibilities of the City Manager position, as provided for by the Coachella Municipal Code and applicable state law, during the leave of absence of the incumbent City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. Retiree desires to accept employment as Acting City Manager 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(g), which authorizes 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 a contracting agency to employ a CalPERS retiree for a period not to exceed one year in a position found to be available by the City Council due to a leave of absence granted to an employee on payroll status and requiring specialized skills.

D. The City Council made the necessary findings at its meeting on January 22 2025 and appointed Retiree as Acting City Manager pursuant to Resolution No. _____.

E. Retiree represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(g) ("Statutes") and acknowledges that his compensation is statutorily limited as provided in Government Code section 7522.56. Retiree represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during the 2024-2025 fiscal year, and that he therefore acknowledges that he can work up to 960 hours, unless an exception applies, for the City, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during the 2024-2025 fiscal year.

F. 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.

G. The City has determined that it is necessary to hire Retiree, a CalPERS retiree, because the position of Acting City Manager requires special skills, and Retiree, by virtue of his significant experience as city manager, has those special 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 Acting City Manager 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 Acting 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 January 23, 2025, unless a later date is agreed on by the Parties. This Agreement shall expire upon whichever of the following events occurs first: (1) when the leave of absence of the incumbent City Manager terminates, or (2) the position of City Manager becomes vacant, or (3) either the City or Retiree terminate this Agreement. However, in no event shall this appointment exceed one year.

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 Municipal Code, as well as those duties set forth in the City's classification specification for City Manager, if any.

1.5 Hours of Work. Retiree shall devote the time necessary to adequately perform his duties as Acting 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. However in no event shall Retiree be required to work in excess of 960 hours per fiscal year for the City, including hours worked for other CalPERS Agencies during such fiscal years, unless an exception applies. Any hours worked by Retiree to ensure adequate staffing

during a declared state of emergency will not count toward the 960-hour limit per fiscal year. The position of Acting City Manager shall be deemed a non-exempt position under California wage and hour law.

1.6 Devotion to City Business. The Acting 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 Acting City Manager duties, except as may be specifically authorized by the City Council.

2. Compensation.

2.1 Rate of Pay. For all services performed by Retiree as the Acting City Manager 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 7522.56 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 service under this Agreement. Notwithstanding the foregoing, the City shall pay for workers' compensation insurance for Retiree.

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. 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, vehicle allowance, gym programs, employee assistance programs, and similar benefits.

2.4 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 by him in performance of this Agreement.

3. Vacation and Leave.

3.1 No Leave. Retiree and City agree that Retiree shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, 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 for any reason and at any time 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.

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 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 Acting 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 Acting 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.

Retiree represents and warrants to City that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

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's Notice Address:
City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: City Clerk

Acting City Manager's Address:
William Pattison
[Address on File with Human Resources]

7.4 Bonding. City shall bear the full cost of any fidelity or other bonds required of the Acting 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 and Mayor, as authorized by the City Council.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 Abuse of Office; Reimbursement to City. Pursuant to Government Code section 53243, et seq., if Retiree is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Retiree is provided with administrative leave pay pending an investigation, Retiree shall be required to fully reimburse such amounts paid; (2) if the City pays for the criminal legal defense of Retiree (which would be in its sole discretion, as it is generally

not obligated to pay for a criminal defense), Retiree shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Retiree may receive from the City shall be fully reimbursed to the City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

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.

ACTING CITY MANAGER

_____
William Pattison

CITY OF COACHELLA

_____
Stephen Hernandez, Mayor

ATTEST:

_____
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA FINDING THE POSITION OF CITY MANAGER TO BE AVAILABLE DUE TO A LEAVE OF ABSENCE PURSUANT TO GOVERNMENT CODE SECTION 21221(g) AND APPOINTING WILLIAM PATTISON AS ACTING CITY MANAGER

WHEREAS, Government Code section 21221(g) 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 a contracting agency to employ a CalPERS retiree for a period not to exceed one year in a position found to be available by the City Council due to a leave of absence granted to an employee on payroll status and requiring specialized skills; and

WHEREAS, the position of City Manager became available on January 14, 2025 due to the leave of absence of the incumbent City Manager and the City wishes to fill the position during the leave of absence to ensure continuity in operation and management of the City Manager's Office; and

WHEREAS, the City Council wishes to find that the City Manager position became available on January 14, 2025 due to the leave of absence of the incumbent City Manager and to further find that the City Manager position requires specialized skills; 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, the City Council wishes to appoint William Pattison, a CalPERS retired annuitant, as acting City Manager pursuant to Government Code section 21221(g), effective January 23, 2025; and

WHEREAS, it is understood by the City and William Pattison that his appointment as acting City Manager will end at the earliest to occur of the following: (1) when the leave of absence of the incumbent City Manager terminates, or (2) the position of City Manager becomes vacant, but in no event shall this appointment exceed one year.

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 subject to CalPERS' working after retirement rules, shall not exceed the 960-hour limitation set forth in California Government Code section 7522.56(d); 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 monthly salary for employees hired into the City Manager position is $23,917 and the hourly equivalent is $137.98; 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, no matters, issues, terms, and/or conditions related to this employment and appointment have been or will be placed on the [illegible]alendar; 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 Government Code 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. The Council finds the City Manager position became available on January 14, 2025 due to the leave of absence of the incumbent City Manager and further finds that the City Manager position requires specialized skills.

Section 3. The Council hereby appoints William Pattison, a CalPERS retired annuitant, as acting City Manager pursuant to Government Code section 21221(g), from January 23, 2025 until the earliest to occur of the following: (1) when the leave of absence of the incumbent City Manager terminates, or (2) the position of City Manager becomes vacant, but in no event shall this appointment exceed one year.

Section 4. The Council hereby approves the hourly rate paid to William Pattison for his services as acting City Manager of $137.98.

The foregoing Resolution was adopted at a regular public meeting of the City Council of the City of Coachella, California held on the 22nd day of January, 2025, by the following vote:

PASSED, APPROVED and **ADOPTED** this 22nd day of January 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution No. 2025-02 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 22nd day of January 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk